PROPOSAL NO. 13-225.3C

PUBLIC NOTICE is hereby given that SEALED BIDS will be received for the Ramapo College Athletic Fields Scoreboards and Flagpole project.

Sealed bids will be received at the Office of the Director of Purchasing, Academic Complex Wing D Room D-116, Ramapo College of New Jersey, 505 Ramapo Valley Rd., Mahwah, NJ until 2:00 PM local time, Wednesday, April 9, 2014, at which time they will be publicly opened. If because of inclement weather the College is officially closed on the bid due date, the bid opening will be postponed until the next business day at the originally scheduled time.

The project involves removal and replacement of existing baseball and softball field scoreboards; and installation of new flagpole at soccer field. Bids will be received for a single lump sum contract covering all work indicated in the construction documents.

A Mandatory Pre-Bid Conference and Site Inspection have been scheduled promptly at 10:00 am on Wednesday, March 19, 2014 in the Trustees Pavilion Room 103 at Ramapo College of New Jersey. If, because of inclement weather, the college is officially closed on the Pre-Bid Conference date, the Mandatory Pre-Bid meeting will be postponed until the next business day at the originally scheduled time and place.

The Bid Documents will be available for download from the College’s website: http://www.ramapo.edu/construction-projects/athletics-fields-scoreboards-flagpole.html, 9:00 AM local time, Wednesday, March 12, 2014.

All questions are to be submitted to the attention of Mr. Seamus Doran, Ramapo College, sdoran@ramapo.edu until 2:00 PM local time, Wednesday, March 26, 2014.

Proposals must be made upon, and in accordance with, the bid forms supplied by the Director of Purchasing. Bid proposals shall hold for sixty (60) days from the date of the bid opening.

Bidders are required to comply with requirements of New Jersey Public Law 1975 Chapter 127 (N.J.S.A. 10:5-31 et seq.) and regulations set forth in (N.J.A.C. 17:27). All bidders, and their subcontractors, shall be registered with the Commissioner of Labor for Public Works in accordance with New Jersey Public Law 1999 Chapter 238 B, The Public Works Contractor Registration Act. All bidders shall comply with New Jersey Public Law 2005 Chapter 51 (formerly Executive Order 134).

Bids must be accompanied by a Certified or Cashier's check or Bid Bond payable to Ramapo College of New Jersey in the amount of ten percent (10%) of the total amount bid. The bidder shall provide a Certificate of Surety from a company authorized to issue such coverage in the State of New Jersey. The bidder’s surety shall state that 100% performance and payment bonds will be furnished to the successful bidder.

A Prevailing Wage Rate Determination will be made a part of the final contract document.

The College reserves the right to waive any informality or to reject any or all bids. Bid envelopes must be marked with Bid No. 13-225.3C and indicate "Sealed Bid" in the lower left hand corner.

Richard M. Roberts
Contracting Officer
(201) 684-7616
PROJECT MANUAL

______________________________  Date:

John P. Capazzi,  A.I.A. AI10028
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CONTRACT FOR THE ATHLETIC FIELDS SCOREBOARDS AND FLAGPOLE

FOR THE

RAMAPO COLLEGE OF NEW JERSEY
505 RAMAPO VALLEY ROAD
MAWAH, NEW JERSEY

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I. INSTRUCTIONS TO BIDDERS

IB1 Bid Proposals

IB1.1 Sealed proposals for the work described herein must be received and time-stamped at the College.
The closing date and time for bids will be stated in the advertised Notice to Bidders. Bidders are cautioned that reliance
on the U.S. Mails for timely delivery of proposals is at the Bidders risk. Failure by the Contractor to have sealed
proposals reach the College by the prescribed time will result in a return of the submission unopened and unread.

IB1.2 Bids will be received for General Construction (LUMP SUM) inclusive of all trades as required in the
bid documents including, but not limited to:
   (1) Structural Steel and Ornamental Iron Work
   (2) Plumbing and Gas Fitting Work
   (3) Heating and Ventilating Systems and Equipment
   (4) Electrical Work
   (5) All Other Work and Materials Required for the Completion of the Project

IB1.3 The College reserves the right to deny award to any Bidder who is not responsible, based upon
experience, past performance, and financial capability to perform the work required hereunder, or other material factors.

IB1.4 Bid proposals based upon the Plans, Specifications, and Addenda, shall be deemed as having been
made by the Contractor with full knowledge of the conditions therein. Bidders are required to visit the site prior to
submitting proposals for the work herein described, and to have thoroughly examined the conditions under which the
Contract is to be executed including those reasonably observable conditions of the premises which would hinder, delay,
or otherwise affect the performance of the Contractor required under the terms of the Contract. The College will not
allow claims for additional costs as a result of the Contractor's failure to become aware of the reasonably observable
conditions affecting the required performance of the Contractor. The bidder is required to make appropriate allowances
in the preparation of his Bid for the accommodation of such conditions. By submitting a bid, the Bidder confirms
acknowledgement of existing conditions at the site at the time the Bid is submitted.

IB1.5 Bid proposals shall be submitted on the standard form provided by the College, enclosed in a sealed
envelope. The name and address of the Bidder must be indicated on the envelope, as well as indication of the College
Project Number, project location and other appropriate identification.

IB1.6 All amounts in the Bid Documents shall be stated in both words and numerical figures. In case of
discrepancy between the words and numerical figures, the words shall govern.

IB1.7 The Bidder must submit the following documents in the bid envelope:
   (1) Bid Cover Sheet
   (2) Proposal Form
   (3) Non-Collusion Affidavit Form
   (4) Stockholder Discloser Form
   (5) Agreement of Surety
   (6) Bid Security Form
   (7) NJ Public Works Registration Certificate of the Bidder
   (8) NJ DPMC Notice of Classification and Uncompleted Contracts Form of the Bidder

The Bidder must submit the following documents in the bid envelope from the listed Structural Steel
and Ornamental Iron, Plumbing and Gas Fitting, Heating and Ventilating Systems and Equipment, and Electrical
Subcontractors:
INSTRUCTIONS TO BIDDERS

Proposals shall remain open for acceptance and may not be withdrawn for a period of sixty (60) days after Bid Opening Date.

Proposals not submitted and filed in accordance with instructions contained herein and in the Notice to Bidders may be rejected as non-responsive.

The Bidder shall make no additional stipulations in the Bid Proposal nor qualify his bid in any manner. Such qualification may result in the bid proposal being considered non-responsive.

Notice of Intent to Award & Bid Protest Procedures

Within sixty (60) days of a bid opening, the College shall provide to all bidders a copy of a “Notice of Intent to Award a Contract;” and shall notify any nonresponsive/nonresponsible bidder of the basis for disqualification, unless, within the sixty (60) day period, the College requests that bidders agree to permit the bids to be held for a longer time period for consideration pending issuance of a “Notice of Intent to Award.”

Any bidder, having submitted a proposal in response to this RFP and finding cause to protest the College’s disqualification of a bid, or notice of intent to award, may make written request to the Contracting Officer setting forth, in detail, the specific grounds for challenging the disqualification of its bid or for challenging the College’s intent to award the Contract, as applicable. The protest shall be filed within five (5) business days following the bidder's receipt of written notification that its bid is disqualified or of notice of the intent to award, as applicable.

The College shall consider the written record when deciding a bid protest. The written record may include, but is not limited to, the written protest, any written response to the protest submitted by the lowest responsible bidder, the terms, conditions and requirements of the RFP, the proposals submitted in response to the RFP, the evaluation committee report and/or the award recommendation document, pertinent administrative rules, statutes, and case law, and any associated documentation the College deems appropriate. In cases where no in-person presentation is deemed necessary pursuant to Section 1B2.4 below, the College shall afford the protester and other interested parties a fair opportunity to submit written statements and documents supporting the facts and the legal arguments relevant to the bid protest.

The Contracting Officer has the discretion to determine if an in-person presentation is necessary to reach an informed decision on the issues raised by the protester. An in-person presentation is a fact-finding hearing for the benefit of the College. The College has the discretion to permit attendance at an in-person presentation by those parties likely to be affected by the outcome of the protest. The in-person presentation shall be recorded electronically by the College and the electronic recording shall be available for public access as a “government record” under OPRA.

Any bidder who intends to be represented by an attorney at an in-person presentation must notify the Contracting Officer in advance to give the College an opportunity to have its counsel from the Attorney General’s Office, Division of Law, attend in person or by telephone. If advance notification is not provided, the Contracting Officer may limit the bidder’s attorney to advising and assisting the bidder by submitting questions to be asked of other participants/witnesses at the discretion of the Contracting Officer. The in-person presentation will not be rescheduled in this situation.
IB2.6 The Contracting Officer may award the Contract immediately, notwithstanding the receipt of a protest, if the failure to award the Contract will result in substantial cost to the College or if public exigency so requires. In such event, the College shall notify all interested parties. Award of the Contract shall be appealable to the Superior Court of New Jersey, Appellate Division, pursuant to N.J.S.A. 18A:3B-6(f).

IB2.7 The College reserves the right to waive any immaterial defects in the bid or the bidding process.

IB2.8 The College shall issue a written decision including findings of fact and conclusions and shall provide copies of the bid protest decision to all participants in the bid protest. The bid protest decision is a final decision of the “Contracting agent”, as that term is defined in the State College Contacts Law, N.J.S.A. 18A:64-53(b). Notice of award of the Contract following a bid protest decision shall be provided to all bidders, and shall be appealable to the Superior Court of New Jersey, Appellate Division, pursuant to N.J.S.A. 18A:3B-6(f).

IB3 Bid Modification

IB3.1 A bidder may modify his bid proposal by fax, email or letter at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the College prior to such closing time. A written confirmation of any bid modification signed by the Bidder must have been mailed and time-stamped by the Post Office prior to specified closing time. Such confirmation shall be accompanied by a newly executed affidavit of non-collusion.

IB3.2 Any bid modification request shall not reveal the basic Bid Price but only shall provide the amount to be added, subtracted or modified so that the final prices or terms will not be revealed until the sealed Proposal is opened. If written confirmation of the bid modification is not received within two (2) business days after the scheduled bid closing time, no consideration will be given to the bid modification request and the Bidder will be held to the original bid proposal amount.

IB3.3 Bids may be withdrawn upon written request received from Bidders prior to the time fixed for the Bid Opening. Right for withdrawal of a bid is lost after a bid has been opened. If any error has been made in the bid amount, request for the relief from the bid may be made in writing to the College. The written request shall be signed by an authorized corporate officer. A determination of whether the Bidder will be released shall be at the sole discretion of the College, who shall issue its finding within five (5) business days of his receipt of all pertinent information relating to such request for relief.

IB4 Consideration of Bids

IB4.1 Award of Contracts or Rejection of Bids:

a. Contracts will be awarded to the lowest responsible Bidder. The awards will be made, or the bids rejected, within sixty (60) days from the date of the opening of the bids.

b. All bid deposits of unsuccessful Bidders (except the lowest three (3) Bidders) will be returned or refunded within five (5) days of the bid opening.

c. The bid security deposits of the successful Bidder and the next two (2) lowest bidders will be retained by the College until the execution and delivery of a formal Contract and Performance and Payment Bonds by the low Bidder. At such time bid deposits of the other two (2) low Bidders will be returned.
d. The College reserves the right to award the Contract upon the basis of a single bid for the entire work. Alternates will be accepted or rejected in numerical sequence as cited in the Bid Documents and shall not be selected at random except as provided herein. Add alternates and deduct alternates will be specified separately. The College may choose from the add and deduct alternates without priority between the two groups so long as selection within each group is in numerical sequence from the first to the last.

e. The College reserves the right to waive in its sole discretion any bid requirements when such waiver is in the best interests of the College and where such waiver is permitted by law.

f. The College reserves the right to reject any and all bids when such rejection is in the best interests of the College. The College also may reject the bid of any Bidder who, in its judgment, is not responsible or capable of performing the Contract based on financial capability, past performance, or experience.

IB4.2 The Bidder to whom the Contract is awarded shall execute and deliver the requisite Contract Documents including payment and performance bonds within the time specified. Upon his failure or refusal to comply in the manner and within the time specified, the College may either award the Contract to the next low responsible Bidder or re-advertise for new proposals. In either case, the College may hold the defaulting Bidder and his Surety liable for the difference between the applicable sums quoted by the defaulting Bidder and that sum which the College may be obligated to pay to the Contractor who undertakes to perform and complete the work of the defaulting Bidder.

IB5 Awards

IB5.1 In executing a contract, a successful bidder agrees to perform his work in a good and workmanlike manner to the reasonable satisfaction of the College and to complete all work within the contract duration as defined in the contract documents.

IB5.2 Successful Bidders will be notified of the time and place for the signing of Contracts. Key requirements in the conduct of the Contract, including, but not limited to, the number of days for performance of the Contract, manner and schedule of payments and other administrative details will be reviewed at the award meeting. The time and place of the first job meeting also will be announced.

IB6 Qualification of Bidders

IB6.1 If the successful Bidder is a corporation, not organized under the laws of the State of New Jersey, or is not authorized to do business in this State, the Award of the Contract shall be conditioned upon the prompt filing by the said corporation of a Certificate to do business in this State and complying with the laws of this State in that regard. This filing must be made within the Department of Treasury, Division of Revenue. No Award of Contract will be made until the Department of State confirms this authorization.

IB6.2 The College reserves the right to reject a Bidder at any time prior to the signing of a Contract if information or data is obtained which, in the opinion of the College, adversely affects the responsibility and/or the capability of the Bidder to undertake and to complete the work regardless of the Bidder's previous qualification or classification. The College may conduct any investigation as it deems necessary to determine the Bidder's responsibility and capacity and the Bidder shall furnish all information and data for this purpose as the College may request.
IB6.3 Bidder and the following Subcontractors must be pre-qualified with the New Jersey Department of Property Management and Construction for their respective trade classification and dollar amount of their bid amount:

1. Structural Steel and Ornamental Iron Work
2. Plumbing and Gas Fitting Work
3. Heating and Ventilating Systems and Equipment
4. Electrical Work

The Bidder must include the names of each Subcontractor as requested on the proposal form and include the DPMC Notice of Classification and Uncompleted Contracts Form for the Bidder and each Subcontractor listed above.

IB6.4 The plumbing subcontractor listed on the Proposal Form by the Contractor, at the time the bid is submitted, must employ a licensed master plumber AND such licensed persons must own at least a 10% interest in the subcontractor's business. The College will require acceptable proof of same.

IB6.5 Pursuant to N.J.S.A. 52:32-44, the Bidder and Subcontractors listed on the proposal form must have a valid business registration certificate on file with the Division of Revenue. The certificates will be requested prior to the time of contract, purchase order, other contract documents execution.

IB6.6 Pursuant to P.L. 2012, c. 25, any bidder or business entity which, at the time of bid or award of this Contract, is identified on a list created by the N.J. Department of Treasury pursuant to this act as a person or entity engaging in investment activities in Iran as described in this act, shall be ineligible to, and shall not bid on or be awarded a contract for this Project.

IB7 Deposit and Bid Bond

IB7.1 Each proposal shall be accompanied by a Bid bond or by a Certified Check, made payable to the College equal to ten percent (10%) of the total amount of the proposal, as an evidence of good faith, which guarantees that if the proposal submitted by the Bidder is accepted, the bidder will enter into the Contract and furnish the required Contract Documents and Surety Bonds. If a Bid Bond is submitted, it shall also provide that the Surety issuing the Bid Bond be bound to issue the required Payment and Performance Bonds, if the Bidder is awarded the Contract. If the Bidder whose proposal is accepted is unable to provide the Performance and Payment Bonds or fails to execute a Contract, then such Bidder and the Bid Bond Surety shall be obligated to pay to the College the difference between the amount of the bid and the amount which the College contracts to pay another party to perform the work. The College reserves the right to retain any Certified Check deposited hereunder as reimbursement for the difference as aforesaid, and shall return any unrequired balance to the Bidder. Should there be a deficiency in excess of the bid deposit, the Bidder and the Surety shall pay the entire amount of the College's difference in cost upon demand. Nothing contained herein shall be construed as a waiver of any other legal remedies the College may have by reason of a default or breach by the Contractor. Certified Checks or Bonds submitted by unsuccessful Bidders will be returned after the Contract has been executed. Contractors electing to furnish a Bid Bond must include Consent of Surety, both in form acceptable to the College.

IB7.2 Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file a certified Power-of-Attorney with the College indicating the effective date of that power.

IB8 Performance and Payment Bond

IB8.1 The successful Bidder shall furnish within seven (7) calendar days after the issuance of the Notice of Intent to Award Contract the required Performance and Payment Bonds in statutory form in an amount equal to one hundred percent (100%) of the total Contract Price as security for the faithful performance and for the payment of all persons and firms performing labor and furnishing materials in connection with this Contract. The Performance Bond
and the Payment Bond must be separate instruments. No Contract shall be executed unless and until each Bond is submitted to and approved by the College and the Surety must be presently authorized to do business in the State of New Jersey.

IB8.2 The cost of Bonds shall be paid for by the respective bidders.

IB8.3 If at any time the College, for justifiable cause, is dissatisfied with any Surety or Sureties who have issued, or propose to issue, the Performance or Payment Bonds, the Contractor shall, within seven (7) calendar days after notice from the College to do so, substitute an acceptable Bond (or Bonds) in such form and sum and executed by such other Surety or Sureties as may be satisfactory to the College. The premiums of such Bond shall be paid by the Contractor. No Contract shall be executed and/or no Payment made under a Contract until the new Surety or Sureties shall have furnished such an acceptance Bond to the College.

IB8.4 Bonds must be legally effective as of the date the contract is signed. Bonds must indicate Contractors' names exactly as they appear on the Contract. Current Attorney-in-Fact instruments and financial statement of the Surety must be included with Bond. Bonds must be executed by an authorized Officer of the Surety. Bonds furnished under this article shall conform in all respects to the requirement and language of N.J.S.A. 2A:44-143 to 147.

IB9 Addenda and Interpretations

IB9.1 No interpretation of the meaning of the Plans, Specifications or other Bid Documents will be provided to any Bidder unless such interpretation is made in writing to all prospective Bidders prior to Bid Opening. Any interpretations not made to all prospective Bidders shall be unauthorized and, not binding upon the College.

IB9.2 Every request for an interpretation or clarification of the Plans, Specifications or other Bid Documents shall be made in writing, addressed to Mr. Seamus Doran, Ramapo College via email sdoran@ramapo.edu and must be received by **2:00 PM, Wednesday, March 26, 2014**. Any and all interpretations or clarifications must be issued by the College, in the form of Addenda and e-mailed to all prospective Bidders no later than seven (7) business days prior to the date of the opening of Bids. All Addenda issued shall become part of the Contract Documents and shall be acknowledged on the Proposal Form. Failure of a Contractor to acknowledge receipt of all such Addenda on the proposal form may result in the Bidder’s proposal being considered non-responsive, at the option of the College.

IB9.3 Each Bidder shall be responsible for thoroughly reviewing the Contract Documents prior to submission of bids. Bidders are advised that no claim for expenses incurred or damage sustained on account of any error, discrepancy, omission, or conflict in the contract Documents shall be recognized by the College unless, and only to the extent that, a written request for interpretation, clarification, or correction has been submitted in compliance with section IB9.2, and the matter has not been addressed by the issuance of Addenda interpreting, clarifying and/or correcting such error, discrepancy, omission, or conflict.

IB10 Assignments

IB10.1 The Contractor shall not assign the whole or any part of this Contract without written consent of the College. Money due or to become due the Contractor hereunder shall not be assigned for any purposes whatsoever.

IB11 Federal Excise Taxes and State Sales Tax

IB11.1 Bidders, in preparing their Bids, must take into consideration applicable Federal and State Tax Laws.

IB11.2 Under Chapter 32 of the Internal Revenue Code, an exemption certificate is on file with the Contracting Officer (Number 22-75-005).
IB11.3  Materials, supplies, or services for exclusive use in erecting structures or buildings or otherwise improving, altering or repairing all College-owned property are exempt from the State Sales Tax.

IB11.4  Bidders must make their own determinations as to the current status and applicability of any Tax Laws and the Contractor may make no claim based upon any error or misunderstanding as to the applicability of any Tax Laws.

IB11.5  Purchases or rentals of equipment are not exempt from any tax under the State Sales Tax Act.

IB12  Product “Equivalent” Approval

IB12.1  In accordance with N.J.S.A.18A:64-64, equal products, materials and equipment will be considered by the College for all products, materials and equipment specified in these bid documents regardless if the language “or equal” is not contained in each specification section. However, the process for submitting and receiving approval of proposed equivalent products, materials and equipment is outlined in IB12.2 below.

IB12.2  Should any Bidder wish to propose an equivalent product, material or equipment from a manufacturer that is not listed in the product specification section in order to receive competitive pricing, the Bidder shall submit a “Or Equal” Request for Approval form to the Construction Manager for review by the Architect. Approvals and/or rejections of the proposed products will be published in Addendums during the bidding process. All requests must be submitted no later than 2:00 PM local time, Wednesday, April 9, 2014 for consideration. No requests will be accepted after this date or after contract award. Rejection by the Architect of a proposed manufacturer and/or vendor shall be final and not subject to further review.

IB12.3  By submission of a bid, the Bidder confirms that all materials/equipment will be provided by the approved vendors and manufacturers as listed in the specifications and/or published addendums and the submitted bid amount reflects these vendor and manufacturer costs.

IB13  Offer of Gratuities

IB13.1  N.J.S.A. 52:34-19 makes it a misdemeanor to offer, pay or give any fee, commission, compensation, gift or gratuity to any person employed by the State. It is the policy of the College to treat the offer of any gift or gratuity by any company, its officers, or employees, to any person employed by Ramapo College as grounds for debarment or suspension of such company from bidding on and providing work or materials on College contracts.
Bid No.: 13-225.3C

Opening Date: Wednesday, April 9, 2014        Time: 2:00 pm

Title: Ramapo College of New Jersey
Athletic Fields Scoreboards and Flagpole

The bid documents consist of the following:

**BASE BID DOCUMENTS**
- Drawing A0.0: Cover Sheet, Abbreviations, General Notes
- Drawing A1.0: Specification Notes
- Drawing A1.1: Architectural Site Plan and Construction Details
- Drawing A1.2: Construction Details
- Drawing S1: Section Details, General Notes
- Drawing S2: Section Details, General Notes
- Drawing E0.1: Electrical General Information
- Drawing E1.0: Electrical Site Plan and Scoreboard Details
- Drawing E1.1: Electrical Scoreboard and Details

**ALTERNATE BID DOCUMENTS**
None.

This bid consists of the following documents (marked ‘X’) attached hereto and made part hereof:

- X *Proposal Form
- X *Non-Collusion Affidavit
- X *Stockholder Disclosure Form
- X *Agreement of Surety Form
- X **Subcontractor Documents:
  - X 1) NJ Public Works Registration Certificate
  - X 2) Plumbing and Electrical Licenses

* Indicates forms that are included in the bid documents which must be returned with the Bid.
** Indicates documents that are not included in the bid documents but must be returned with the Bid.

By signing this form, the bidder acknowledges receipt and submission of the aforementioned checked-off documents.

Name (Printed or Typed) ___________________________ Signature ___________________________

Firm Name: _________________________________________________________________________

Ramapo College of New Jersey
Athletic Fields Scoreboards and Flagpole
RCNJ Project No. 13-225.3C
Issued for Bid: March 12, 2014
PROPOSAL FORM
RAMAPO COLLEGE OF NEW JERSEY

Return this proposal in a sealed envelope marked with the Project Bid No. and indicate "Sealed Bid" in the lower left hand corner. Date: Wednesday, April 9, 2014

RCNJ Project No.: 13-225.3C

Proposal Submitted To:
Richard M. Roberts, Contracting Officer
Ramapo College of New Jersey
505 Ramapo Valley Road
Mahwah, NJ 07430

Project Title: Athletic Fields Scoreboards and Flagpole

This proposal will be accepted no later than 2:00 PM local time, Wednesday, April 9, 2014, after which time all proposals will be publicly opened and read.

************
Firm Name & Address
************

The undersigned propose to furnish all labor and materials as called for in the Bidding Documents for:

BID AMOUNT (BASE BID)

____________________________________________________ (dollars) ($__________________________).
(Lump Sum all trades)

ADD ALTERNATE PROPOSALS:
None.

DEDUCT ALTERNATE PROPOSALS:
None.

Signature of Principal

Printed Name

BIDDING DOCUMENTS:
BASE BID DOCUMENTS

- Drawing A0.0: Cover Sheet, Abbreviations, General Notes
- Drawing A1.0: Specification Notes
- Drawing A1.1: Architectural Site Plan and Construction Details
- Drawing A1.2: Construction Details
- Drawing S1: Section Details, General Notes
- Drawing S2: Section Details, General Notes
- Drawing E0.1: Electrical General Information
- Drawing E1.0: Electrical Site Plan and Scoreboard Details
- Drawing E1.1: Electrical Scoreboard and Details

TIME:
The work to be performed under this Contract shall be complete in accordance with the dates in Section 01 11 05 Time of Completion.

Pricing to hold good through 60 days after bid due date.

The Bidder must complete required information on the original and all supplemental pages of this proposal. If the information is not properly completed and is not received on time, the bid proposal may not be read and may be rejected.

A Certified Check or Bid Bond in amount of 10% of the base bid is required. A bid bond of lesser value is not acceptable and the bid will be considered non-responsive.

Bidder must submit prices for all alternates and unit prices when requested, otherwise the bid will be considered non-responsive.

Having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including availability of materials and labor, Bidder hereby proposes to furnish all labor and materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the price stated. This price is to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, a sum for each consecutive calendar day thereafter as provided in the General Conditions.

Bidder acknowledges and affirms review of the valid prevailing wage rates for all trades involved in the project, the geographic location of the project as issued by the Commission of the Department of Labor and Industry, Trenton, NJ 08625, (609) 292-2259.

______________________________
Signature of Principal

______________________________
Printed Name
Bidder acknowledges receipt of the following Addenda:

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The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract within seven (7) calendar days and deliver Performance and Payment Bonds as required in Instructions to Bidders.

The bid security attached in the sum of $____________ is to become the property of the State in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

I certify that our firm is classified by the Division of Property Management and Construction in the approved amount of $____________ for ________________ (trade), until ________________ (expiration date). I further certify that the amount of this bid proposal, including all outstanding incomplete contracts, does not exceed my pre-qualification dollar limit.

Respectfully submitted,

(Seal if bid is by a corporation)

By: __________________________________________

(Name of firm)

_______________________________________________

(Signature)

_______________________________________________

(Title)

_______________________________________________

(Business Address)

Telephone No.
Facsimile No.

Any change in ownership information since filing your current financial/experience statement? If yes, attach explanation.

( ) YES ( ) NO

Federal Identification No.

Social Security No.
RAMAPO COLLEGE OF NEW JERSEY

NON-COLLUSION AFFIDAVIT

Project Title: Athletic Fields Scoreboards and Flagpole

STATE OF NEW JERSEY ( )
COUNTY OF ( )

I, __________________________ of the City of __________________________ in the County of __________________________ and the State of __________________________ of full age, being duly sworn according to law on my oath depose and say that:

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

______________________________
Signature

______________________________
Print Name

______________________________
Company Name

Subscribed and sworn to before me the __________ day of __________ 20__.

Notary Public of

My Commission expires ___________, 20__.
RAMAPO COLLEGE OF NEW JERSEY

STOCKHOLDER DISCLOSURE FORM

Firm Name __________________________
Address __________________________
City & State __________________________

In the spaces provided, list the names and addresses of all owners, partners, directors, officers and indirect owners owning 10% or more interest in the bidder's firm. If the Bidder is owned by a corporation, list in the space provided all stockholders whose ownership through the corporation is 10% or more of the corporation. Complete affidavit at bottom of form. If this has already been submitted to Ramapo College, use the form for any changes and complete the affidavit.

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<th>NAME</th>
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President of the firm (Type or print name) __________________________ Phone _____________________

I certify that:  
____ List of stockholders names and addresses has been submitted to Ramapo College and it is current and correct to the best of my knowledge, with the exceptions as listed above.

____ The list of stockholders above is current and correct to the best of my knowledge.

____ There are no stockholders holding 10% or more interest in this corporation or firm to the best of my knowledge.

Signature of Authorized Representative

Type or print name __________________________ Title _________________________________
RAMAPO COLLEGE OF NEW JERSEY

AGREEMENT OF SURETY FORM

In consideration of the sum of One Dollar, lawful money of the United States, the receipt whereof is hereby acknowledged, and for other valuable consideration

herein called the Company, consents and agrees that if the project at Ramapo College of New Jersey, Mahwah, New Jersey,

for which the preceding Proposal is made, be awarded to

of

herein called the Bidder, the Company will become bound as surety for its faithful performance and will execute the final bonds required, and if the Bidder shall omit or refuse to execute such Contract when notified or awarded then the Company will pay to Ramapo College of New Jersey, herein called the Obligee, the difference between the amount of the Bidder's bid or proposal, and the lowest amount in excess of said bid, or proposal, for which the Obligee may be able to award said Contract within a reasonable time.

Signed, Sealed and Dated

Surety:

By
RAMAPO COLLEGE OF NEW JERSEY

BID SECURITY FORM

Know all Men by These Presents, that we, the undersigned,

as Principal, and

as Surety, are hereby held and firmly bound unto Ramapo College of New Jersey, as Owner in the penal sum of

__________________________________________________________ Dollars

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

Signed, this ____________________ day of _______________, 20____.

The condition of the above obligation is such that whereas the Principal has submitted a bid for the Ramapo College of New Jersey, Mahwah, New Jersey,

Now therefore if said Bid shall be rejected, or in the alternate, if said Bid shall be accepted and the Principal shall execute and deliver a Contract properly completed in accordance with said Bid and shall furnish a bond for the faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said Bid, then his obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event, exceed the penal amount of this obligation as herein stated.

IN WITNESS THEREOF, the Principal and Surety have duly executed this Bond under seal the date and year above written.

SEAL

______________________________ (L.S.)

Principal

Surety

By
CONTRACT FOR CONSTRUCTION

Agreement made on between Ramapo College of New Jersey (the “Owner”) as the project owner, and (the “Contractor”) as the Construction Contractor.

Contractor:
Address:

Project: Ramapo College of New Jersey
            Athletic Fields Scoreboards and Flagpole
            RCNJ Project No. 13-225.3C

1. EMPLOYMENT OF CONTRACTOR/PROJECT DESCRIPTION: The Owner employs the Contractor and the Contractor agrees to perform all obligations described in the Contract Documents (as defined herein) as required in connection with the construction of the project identified above (the “Project”).

2. CONTRACT DOCUMENTS: The Contract evidenced by this Agreement includes and incorporates by reference the Contract Documents, as follows:

   a. Contractor's Bid
   b. This Agreement
   c. Construction Documents Specifications
   d. Construction Document Drawings
   e. Bid Addendums
   f. Applicable Prevailing Wage Rates Determined by N.J. Department of Labor

3. PROJECT PARTICIPANTS: The following have been designated or retained by the Owner as project participants:

   3.1. Contracting Officer:

       Name: Richard M. Roberts
       Title: Associate Vice President for Administration and Finance, Contracting Officer
       Address: Ramapo College of New Jersey
                505 Ramapo Valley Road
                Mahwah, New Jersey 07430
       Telephone Number: (201) 684-7616
Owner Contractor Agreement

3.2 Project Manager:

Name: Seamus Doran
Address: Ramapo College of New Jersey
505 Ramapo Valley Road
Mahwah, New Jersey 07430
Telephone Number: (201) 684-7013

The Owner may replace any of these participants upon written notice to the Contractor.

4. **CONTRACT PRICE:** The Contractor shall be paid $ (the “Contract Price”) for the complete performance of this Contract, in accordance with the payment provisions set forth in the Contract Documents.

5. **SCOPE OF WORK:** The Contractor shall assume full responsibility for constructing and completing the Work described in the Contract Documents, including providing all labor, subcontractors, services, materials and equipment required, and providing all supervision, management, and scheduling required in the Contract Documents.

6. **CONTRACT TIMES:** It is agreed that time is of the essence for all dates and durations specified for the start of construction and the substantial completion and final completion of the Project.

7. **CONSTRUCTION START:** The Work shall commence on the project site no later than seven (7) calendar days after the Owner issues a Notice to Proceed.

8. **SUBSTANTIAL COMPLETION:** It is agreed that the Contractor shall achieve Substantial Completion as follows:

9. **FINAL COMPLETION:** It is agreed that all work performed pursuant to this Contract and all contractual obligations of the Contractor shall be finally completed within 30 calendar days after the date of Substantial Completion. All requirements for final completion are set forth in the Contract Documents.

10. **NOTICES:**

    **Notice to the Contractor:** Written notice required to be given to the Contractor under this Contract shall be addressed to:
Notice to the Owner: Written notice required to be given to the Owner under this Contract shall be addressed to both:

Richard M. Roberts, Contracting Officer
Ramapo College of New Jersey
505 Ramapo Valley Road
Mahwah, New Jersey 07430

Seamus Doran, Project Manager
Ramapo College of New Jersey
505 Ramapo Valley Road
Mahwah, New Jersey 07430

11. CONTRACT TERMS, CHANGES, AND LAW: This Agreement and the Contract Documents incorporated by reference herein constitute the entire agreement between the Owner and the Contractor, and shall be governed by the laws of the State of New Jersey, including, without limitation, the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., including the notice and time of suit provisions of the Act. The terms and conditions of this Contract may not be changed except by a writing signed by duly-authorized representatives of the Contractor and the Owner.

12. PREVAILING WAGE STATUTE: The Contractor and all subcontractors must comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and the regulations promulgated thereunder. Workers employed by the Contractor or any subcontractor or sub-subcontractor in the performance of services directly on the Project must be paid prevailing wages at the applicable rates as determined by the NJ Department of Labor, which rates are set forth in the Contract Documents and incorporated herein by reference. As provided by N.J.S.A. 34:11-56.27, the Contractor or any subcontractor may be terminated if any covered worker is not paid the applicable prevailing wages on the Project, and the Contractor and its surety shall be liable to the Owner for any additional costs which result therefrom. The Contractor is advised that the applicable wage rates may change over the life of the Contract, and that payment by the Contractor and all subcontractors to all covered workers shall be in accordance with any rate changes instituted over the life of the Contract. The Contractor shall regularly consult the New Jersey Department of Labor’s Prevailing Wage Website http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html for changes to prevailing wage rates.

13. DISCRIMINATION IN EMPLOYMENT:
13.1  Covenants Required by N.J.S.A. 10:2-1

a. In the hiring of persons for the performance of work under this Contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this Contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the Contractor by the College, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the Contract; and

d. This Contract may be canceled or terminated by the College and all money due or to become due hereunder may be forfeited, for any violation of this section of the Contract occurring after notice to the contractor from the College of any prior violation of this section of the Contract.

13.2  The Contractor and any subcontractors employed by it shall comply with N.J.S.A. 10:2-1 through 10:2-4 and N.J. S.A. 10:5-1 et seq., including N.J.S.A. 10:5-31 through 35, which prohibit discrimination in employment in public contracts. The statute and the rules and regulations promulgated thereunder shall be considered to be part of this Contract and binding upon the Contractor and its subcontractors. If the Owner is notified of any violation of the public contract awarding regulations in accordance with N.J.A.C. 17:27-7.4 concerning the financing of minority and women outreach and training programs, the Owner reserves the right to deduct the outreach and training allocation from the contract.

13.3  N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:
a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

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

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

13.4 N.J.A.C. 17:27-3.8 requires that during the performance of this contract, the contractor must agree as follows:

a. When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by (a)1i and 2 below, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division that its
percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

i. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with the this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the procedures prescribed under (a)2 below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

b. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (a)1 above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

i. To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
ii. To notify any minority and women workers who have been listed with it as awaiting available vacancies;

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

iv. To leave standing requests for additional referral of minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment service and other approved referral sources in the area;

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

vi. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

1. The contractor or subcontractor shall interview the referred minority or women worker.

2. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience as recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall consider the recruitment and hiring or scheduling of minority and women workers who qualify as trainees pursuant to these rules. All of these requirements, however, are limited by the provisions of (a)3 below.
(3) The name of any interested woman or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (a)2vi(2) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

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

vii. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division.

c. The contractor or subcontractor agrees that nothing contained in (a)2 above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (a)2 above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey workers ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (a)2 above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.
d. After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

14. COMPLIANCE WITH PROCUREMENT STATUTES: The Contractor warrants and represents that this Contract has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey, and in particular the provisions of N.J.S.A. 18A:64-6.1, 6.2 and 6.3, and that the Contractor has not and shall not violate the laws of the State of New Jersey relating to the procurement of or the performance of this Contract by any conduct, including the paying of any gratuity of any kind, directly or indirectly, to any public employee or officer. Any violation of this provision shall be cause for the Owner to terminate this Contract, to retain all unpaid and/or unearned monies, and to recover all monies paid. The Contractor shall notify the Owner in writing of any interest which any officer, employee or consultant of the Owner has in, or association with, any contractor, subcontractor, material supplier, consultant, or manufacturer, or other party which has any interest in this project.

ATTEST:

Ramapo College of New Jersey
Owner Contractor Agreement

__________________________________________  By_________________________________
(Seal)          Richard M. Roberts
Associate VP for Administration and Finance
Contracting Officer

Date__________________________

ATTEST:

__________________________________________  By_________________________________
(Seal)

Date__________________________
RAMAPO COLLEGE OF NEW JERSEY

PERFORMANCE BOND FORM

BOND NO. ______________

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned as Principal, and duly authorized to do business in the State of , a corporation of the State of , having an office at are hereby held and firmly bound unto RAMAPO COLLEGE OF NEW JERSEY in the penal sum of ($ ) DOLLARS, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this day of 20__

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above named Principal did on the day of 20__ enter into a written contract with RAMAPO COLLEGE OF NEW JERSEY

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

NOW, if the said principal, shall well and faithfully do and perform the things agreed by Ramapo College of New Jersey to be done and performed according to the terms of the said contract, then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract, or in or to the plans or specifications therefore shall in anywise affect the obligation of said surety on its bond.

This bond is given in compliance with the requirements of the statutes of The State of New Jersey in respect to bonds of contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A:44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

__________________________

Witness

__________________________

Witness as to Surety

Countersigned this day of 20__

BY: ______________________

Note: General Power of Attorney and the Current Financial Statement of the bonding company must be attached to each copy of the Performance Bond.

BY: ______________________

Attorney-in-Fact

Ramapo College of New Jersey
Athletic Fields Scoreboards and Flagpole
RCNJ Project No. 13-225.3C
Issued for Bid: March 12, 2014
RAMAPO COLLEGE OF NEW JERSEY
PAYMENT BOND FORM

BOND NO. __________

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned as Principal, and ____________ , a corporation of the State of ____________, duly authorized to do business in the State of New Jersey, having an office at ____________, are hereby held and firmly bound unto RAMAPO COLLEGE OF NEW JERSEY in the penal sum of ($ ____________ ) DOLLARS, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, signed this ______ day of ____________ 20___

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above named Principal did on the ______ day of ____________ 20___ enter into a written contract with RAMAPO COLLEGE OF NEW JERSEY

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

NOW, if the said principal, shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or other suppliers or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract, or in or to the plans or specifications therefore shall in anywise effect the obligation of said surety on its bond.

This bond is given in compliance with the requirements of the statutes of The State of New Jersey in respect to bonds of contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A:44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

_________________________ ____________________________
Witness BY: ________________ (Witness)

_________________________ ____________________________
Witness as to Surety BY: ________________ (Attorney-In-Fact)

Countersigned this ______ day of ____________ 20___

BY: ____________________________

Note: General Power of Attorney and the Current Financial Statement of the bonding company must be attached to each copy of the Performance Bond.
KNOW ALL PERSONS BY THESE PRESENTS that [NAME OF CONTRACTOR], as Principal, and the undersigned surety, are held and firmly bound unto RAMAPO COLLEGE OF NEW JERSEY as Obligee, in the amount of TWO PERCENT (2%) of the total amount paid the Principal under the contract, including any increases due to change orders, quantities of work, new items of work, or other additions as the Obligee may pay under the Contract, lawful money of the United States, well and truly to be paid to RAMAPO COLLEGE OF NEW JERSEY, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the Principal has entered into a contract for the above-referenced project with RAMAPO COLLEGE OF NEW JERSEY and;

Whereas, under the contract, the Principal is required before commencing the work provided for in the contract to execute a bond in the above amount;

Now therefore, the condition of this obligation is such that if the Principal and its heirs, successors, executors, and administrators shall fully indemnify and save harmless RAMAPO COLLEGE OF NEW JERSEY from all costs and damages from valid claims filed within 90 days of notification of final acceptance of the work under the contract by any person or entity against the contract funds, and shall fully reimburse RAMAPO COLLEGE OF NEW JERSEY for amounts owed by the Principal to RAMAPO COLLEGE OF NEW JERSEY with regard to the contract after notification of final acceptance of the work, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further, that the said surety(ies) for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond. The surety(s) does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract or to the work or to the Specifications, unless otherwise specified in the contract.

WITNESS our hand this, ______________________ day of ______________________, 20______.

CONTRACTOR

___________________________________________________
(Firm Name and Seal)

___________________________________________________
(Print Name and Title)

___________________________________________________
(Signature)

SURETY

___________________________________________________
(Firm Name and Seal)

___________________________________________________
(Print Name and Title)

___________________________________________________
(Signature)

*NOTE: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Retainage Bond in each contract.
CONTRACTOR CHANGE ORDER PROPOSAL FORM

 Contractor Name:  
 Address: 
 Telephone No.: 

SECTION A: DETAILED DESCRIPTION OF THE WORK:

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SECTION B: SELF PERFORMED WORK CM REVISIONS

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<tbody>
<tr>
<td>1. Total Labor (from Labor Worksheet)</td>
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<td>2. Total Material (from Material Worksheet)</td>
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<tr>
<td>3. Total Equipment (from Equipment Expense Proposal)</td>
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<tr>
<td>4. Subtotal (total lines 1 through 3)</td>
<td>$0.00</td>
</tr>
<tr>
<td>5. Contractor's Mark-up Combined Overhead and Profit (10% of line 4)</td>
<td>$0.00</td>
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<tr>
<td>6. SELF PERFORMED WORK TOTAL (Total lines 4 and 5)</td>
<td>$0.00</td>
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SECTION C: SUBCONTRACTOR WORK (From Subcontractor's Proposal - provide subcontractor proposal forms)

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<tr>
<td>A. Base Cost Only 10% Markup</td>
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<td>B.</td>
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<td>C.</td>
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<td>D.</td>
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<tr>
<td>8. TOTAL SUBCONTRACTORS' PROPOSALS</td>
<td>$0.00</td>
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<td>9. General Contractor's 5% Markup on Subs' Cost (per General Conditions)</td>
<td>$0.00</td>
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<td>10. SUBCONTRACTOR TOTAL</td>
<td>$0.00</td>
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SECTION D: CONTRACTOR'S REQUESTED TOTAL

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<tbody>
<tr>
<td>11. General Contractor's 1% Markup For Insurances</td>
<td>$0.00</td>
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<td>12. General Contractor's 1% Markup For Bonds</td>
<td>$0.00</td>
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<tr>
<td>11. AMOUNT REQUESTED (Total lines 6, 10, 11 and 12)</td>
<td>$0.00</td>
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</tbody>
</table>

Signature of Contractor's Authorized Representative

Print Name

Print Title

SECTION E: CONSTRUCTION MANAGER'S REVIEW

I have reviewed the labor hours, material quantities and equipment and (check one):

- no exceptions are taken to this Proposal.
- see comments noted on proposal or below.

By:

Construction Manager

Date
# CHANGE ORDER LABOR WORKSHEET

**Contractor Name:**

**Address:**

**Telephone No.:**

<table>
<thead>
<tr>
<th>Work Description</th>
<th>Trade</th>
<th>Straight Time Hrs</th>
<th>Straight Time Rate</th>
<th>Overtime Hrs</th>
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<th>PPO Cost</th>
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**SUBTOTALS**

**TOTAL LABOR** $0.00

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**CM USE ONLY**

**CM Revisions**
CHANGE ORDER MATERIAL WORKSHEET

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TOTAL MATERIAL COST $0.00
### CHANGE ORDER EQUIPMENT EXPENSE PROPOSAL

**Contractor Name:**

**Address:**

**Telephone No.:**

1. For **self-owned** equipment calculate rate in column 6.  
2. **Rented** equipment will be paid for at actual cost. Complete columns 1, 3, 4 and 11.  
   
   Include a copy of the rental invoice or quote.  
3. Operating cost includes fuel and lubricants but does not include operator's wages.  
4. Minor Equipment and hand tools are considered overhead costs and cannot be claimed.

<table>
<thead>
<tr>
<th>Column</th>
<th>Reference Page from Blue Book</th>
<th>Complete equipment Description</th>
<th>Hours Required on Site</th>
<th>Monthly Rate</th>
<th>Hourly Rate (Column 5 divided by 176 hrs/Mo.)</th>
<th>Equipment Expense (Column 4 multiplied by Column 6)</th>
<th>Actual Operating Hours</th>
<th>Hourly Operating Cost (Rate from Blue Book)</th>
<th>Total Operating Cost (Column 8 multiplied by Col. 9)</th>
<th>Total Equipment Cost Sum of Column 7 and Col 10 or Total Rental Cost</th>
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**TOTAL CONTRACTOR EQUIPMENT EXPENSE** $0.00

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00 60 00-4 Contractor Change Order Proposal Form
RAMAPO COLLEGE OF NEW JERSEY
“EQUIVALENT” REQUEST FOR APPROVAL

PROJECT NAME: Athletic Fields Scoreboards and Flagpole
RCNJ PROJECT #: 13-225.3C

Submit a copy of this form for each requested “or equal” request. Fill in all blanks, check all boxes that apply and attach all necessary supporting data.

Specified Item: ____________________________________________________________
Specification Section(s)/Paragraph(s): _______________________________________________
Drawing Number(s): ____________________________________________________________
Proposed Equal: ____________________________________________________________

(include, as applicable, manufacturer’s name & address, trade name & model number of product and name of fabricator or supplier)

Reason for Proposed Equal: ____________________________________________________________

The following required supporting documents are attached (Check all that apply):

☑ Complete Product Data
☑ Itemized comparison of properties of proposed product to specified product.
☐ List of other projects on which proposed has been used, with project name, design professional’s name and owner contact.
☐ List of maintenance services and replacement materials available.
☐ Description of change that will be required in other work or products if proposed product is approved.

The undersigned testifies that he/she:
☒ Is submitting this “or equal” request within the limits set forth in the Contract Documents.
☒ Has investigated the proposed product and determined that it is equal or better than the specified product.
☒ Will provide the same warranty for the proposed product as for the specified product.
☒ Will coordinate installation and make other changes as required for the work to be complete in all respects, including: (a) redesign and (b) additional components and capacity required by other work affected by the proposed product.

Contractor’s Signature: __________________________________________________________

Typed or Printed Name: __________________________________________________________

Title: __________________________________________________________

Company: __________________________________________________________
Project Name: Athletic Fields Scoreboards and Flagpole

RCNJ Project Number: 13-225.3C

Application for Payment Number: ________________

I, __________________________________________, the General Contractor working for Ramapo College of New Jersey on the above mentioned project, hereby certify as required by P.L 1991, c. 507 of the State of New Jersey that (check all appropriate paragraphs):

(    ) all my subcontractors and suppliers have been paid all amounts due from all previous progress payments I have received from Ramapo College of New Jersey for my work on this project;

(    ) all my subcontractors and suppliers shall be paid all amounts due from this progress payment;

(    ) all my subcontractors and suppliers shall be paid all amounts due from this progress payment with the exception of those listed below for which payment is being withheld as there exists a valid basis for those subcontractors and suppliers listed below under the terms of their contract(s) to withhold payment from each such subcontractor and supplier:

1. _________________________________________________________________________
2. _________________________________________________________________________
3. _________________________________________________________________________

For each such subcontractor and supplier for which payment is being withheld, I further certify that written notice detailing the specific reason(s) for withholding payment has been provided to each such subcontractor and supplier with copies thereof provided to my performance bond company and Ramapo College of New Jersey.

___________________    _______________________________________
Date     Signature

________________________________________
Print Name

________________________________________
Company Name
PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS
(for Contractor and Subcontractor’s Use for Weekly and Final Certification)
(N.J.A.C. 12:60-2.1 and 6.1)

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<th>WEEK ENDING</th>
<th>FINAL CERTIFICATION</th>
<th>PROJECT NAME AND LOCATION</th>
<th>CONTRACTOR REGISTRATION NUMBER</th>
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1. NAME AND ADDRESS OF EMPLOYEE

2. WORK CLASSIFICATION

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4. TOTAL HOURS

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5. RATE OF PAY

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6. GROSS AMOUNT EARNED

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7. DEDUCTIONS

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8. NET WAGES PAID FOR WEEK

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9. Total Fringe Benefit Cost/Hr.

Questions? Please contact the Division of Wage and Hour Compliance at (609) 292-2259 or (609) 292-2283.

SUBMIT TO PUBLIC BODY OR LESSOR

R-08-1 2-08
I, ____________________________ (Name of signatory party) ____________________________ (Title) do hereby state and certify:

(1) That I pay or supervise the payment of the persons employed by ____________________________ (Contractor or Subcontractor) on the ____________________________ (Project Name and Location) that during the payroll period beginning on ____________________________ (Date) and ending on ____________________________ (Date), all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said ____________________________ (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and Regulation N.J.A.C. 12:60 et seq. and the Payment of Wages Law, N.J.S.A. 34:11-4.1 et seq.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered with the United States Department of Labor, Bureau of Apprenticeship and Training and enrolled in a certified apprenticeship program.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
   In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made when due to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH
   Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) FRINGE BENEFITS

EXCEPTIONS (CRAFT)

REMARKS

PLEASE SPECIFY THE TYPE OF BENEFIT PROVIDED AND NOTE THE TOTAL COST PER HOUR IN BLOCK 9 ON THE REVERSE SIDE*

1) Medical or hospital coverage ☐
2) Dental coverage ☐
3) Pension or Retirement ☐
4) Vacation, Holidays ☐
5) Sick days ☐
6) Life Insurance ☐
7) Other (Explain) ☐

* TO CALCULATE THE COST PER HOUR, DIVIDE 2,000 HOURS INTO THE BENEFIT COST PER YEAR PER EMPLOYEE.

(5) N.J.S.A. 12:60-2.1 and 6.1 – The Public Works employers shall submit to the public body or lessor a certified payroll record each pay period within 10 days of the payment of wages.

NAME AND TITLE

SIGNATURE

## MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION

For instructions on completing the form, go to:

<table>
<thead>
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<th>2. Contractor ID Number</th>
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<th>5. Public Agency Awarding Contract</th>
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DEPT. OF LABOR & WORKFORCE DEVELOPMENT CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM
PART 1 - GENERAL

1.1 SECTION INCLUDES
   A. Ramapo College of New Jersey General Conditions

1.2 GENERAL CONDITIONS
   A. Attached are the Ramapo College of New Jersey contract general conditions (pages 1 through 61).

- END OF SECTION 00 70 00 -
ill  Ramapo College of New Jersey

General Conditions

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  1.2 Intent of the Contract

Article 2  Contracting Officer       Pages 8-10
  2.1 Contracting Officer’s Right to Stop Work
  2.2 Contracting Officer’s Right to Perform Work
  2.3 Contracting Officer’s Right to Terminate
  2.4 Review of Contractor Claims and Disputes
  2.5 College Representation
  2.6 Ownership and Use of Documents

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  3.2 Administration of the Contract
  3.3 Substantial and Final Completion Inspections

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7.2 Storage Sheds, Tool Sheds, Shops, Employee Sheds
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7.7 NOT USED
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7.9 NOT USED
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ARTICLE I

CONTRACT DOCUMENTS

1.1 Definitions

1.1.1 "Architect" or "Engineer" means the Architect or the Engineer (A/E) engaged by the College to act as an authorized representative of the Contracting Officer in regards to designing, supervising the construction of the referenced project and will provide general administration services as described in the A/E Agreement with the College.

1.1.2 Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provided complete in place", that is "furnished and installed".

1.1.3 Bulletin or Addendum: "Addenda" are documents issued by the College prior to opening of bids which supplements, revises or modifies the solicitation documents furnished for bidding purposes. "Bulletins" are documents, issued by the College after the opening of bids which supplements, revises or modifies the construction documents.

1.1.4 Change Order Proposal: A proposal for equitable adjustment made by the Contractor in response to written direction by the Contracting Officer.

1.1.5 Claims: Differences between the College and the Contractor concerning extra work, alleged errors or omissions in the specifications or drawings, unreasonable delays, damages to work, informal suspensions or interferences by College Personnel and like matters.

1.1.6 College: Ramapo College of New Jersey.

1.1.7 Construction Manager / Construction Management Firm: One who acts as the College’s authorized representative, without assuming any of the Architect/Engineer’s contractual, statutory, or customary obligations, and will provide general administration and construction management services as described in the Construction Management Agreement with the College.

1.1.8 "Contract Documents" means this contract, together with any plans, drawings, specifications or other documents which are attached hereto or incorporated herein by reference, together with any such plans, drawings, specifications, schedules, or other documents which may be produced pursuant to this contract or derived therefrom and which are intended to bind the Contractor hereunder.

1.1.9 Contract Limit Lines: refers to those lines shown on the Drawings which limit the boundaries of the Project and beyond which no construction Work or activities shall be performed by the Contractor unless otherwise noted on the Drawings or Specifications.

1.1.10 Contract Line Item Number (CLIN): A specifically described unit of work for which a price is provided in the contract.

1.1.11 "Contractor" means the person or persons, partnership, or corporation named as Contractor in this contract, operating, as an independent contractor and not as an agent of the State in the performance of its functions. Whether referred to as "Contractor", "Prime Contractor", "Prime", "Separate Contractor", or Single Contractor, it shall be understood to mean Contractor. It does not include suppliers or materialmen.
1.1.12 **Contracting Officer** means the individual authorized, as an officer of the College, to administer the design, engineering and construction of all College Buildings and facilities. He is the Procuring Contracting Officer representing the College personally or through authorized representatives in all relationships with Contractors, Consultants and Architect/Engineers. This includes a duly appointed successor or an authorized Administrative Contracting Officer (ACO) acting within the limits of its authority.

The Contracting officer is the interpreter of the Conditions of the Contract and the judge of its performance. He shall not take arbitrary positions benefitting either the College or the Contractor, but shall use its powers under the Contract to enforce its faithful performance by both.

1.1.13 Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the contracting officer is intended; and similarly the words "approved", "acceptable", "satisfactory" or words of like import shall mean "approved by", "acceptable to", or "satisfactory to" the contracting officer unless otherwise expressly stated.

1.1.14 **DPMC:** The "DPMC" is the acronym for the Division of Property Management and Construction, Department of Treasury, State of New Jersey.

1.1.15 **Contractor:** The Contractor means either the Contractor for General Construction whenever separate prime contractors are involved in a project or the sole Contractor if there are no other prime contractors involved.

1.1.16 "Notice" is a written directive or communication served on the Contractor to act or perform work or carry out some other contractual obligation. It shall be deemed to have been duly served if delivered to an individual or member of the firm or entity or to an officer of the corporation for whom it was intended. This includes delivery by courier or registered or certified mail or telegram to the business address cited in the Contract Documents.

1.1.17 "Plans" means any drawings or reproductions thereof pertaining to the details of the work contemplated by this contract.

1.1.18 "Project" is a general term for identification of the total Contract. It includes the Work and all administrative aspects required to fully satisfy the Contract requirements.

1.1.19 **RCNJ’s Project Manager:** A qualified individual authorized by the Contracting Officer to assist in the administration of a specific construction contract.

1.1.20 **Contractor’s Project Manager:** A qualified individual authorized by the Contractor to assist in the administration of a specific construction contract.

1.1.21 **Public Contract:** Any contract or agreement entered into by the State of New Jersey or any instrumentality of the State to purchase goods, services, or both.

1.1.22 The terms "Site", "Construction Site" or "Project Site" refer to the geographical area of the entire college campus at which the Work under the Contract is to be performed.

1.1.23 "Specifications" means all written agreements, instructions or other documents in or pursuant to this contract pertaining to the method of performing the work and the results to be obtained.

1.1.24 The words "State", or "Agency of the State" as are used herein mean the State of New Jersey.

1.1.25 "Subcontractor" means the person or persons, partnership, or corporation who enters into a contract
with the Contractor for the performance of work under this contract, or the subcontractors of any tier of such individual or corporation.

1.1.26 **Substantial Completion**: The date the building or facility is operational or capable of serving its intended use even though the project is not complete. Substantial completion is achieved when the Department of Community Affairs issues a Temporary Certificate of Occupancy.

1.1.27 **"Systems Assurance"** shall mean the totality of all quality control and assurance requirements specified in the contract documents.

1.1.28 **"Unit Schedule Breakdown"** comprises a detailed list of the work activities required for project construction, other elements associated with fulfilling the requirements of the Contract (bonds, insurance, etc.), major items of material or equipment and the prices associated therewith.

1.1.29 The term **"Work"** as used herein comprises all construction efforts required by the Contract Documents and includes all supervision, labor, material and equipment necessary to complete such construction.

1.2 **Intent of the Contract**

1.2.1 The Drawings and Specifications of the Contract are intended to require the Contractor to provide for everything reasonably necessary to accomplish the proper and complete finishing of the work. All Work and Materials included in the Specifications and not shown on the Drawings, or shown on the Drawings and not in the Specifications, shall be performed by the Contractor as if described in both. Any incidental material, and/or work not specified in the Drawings and/or the Specifications which is, nevertheless, necessary for the true development thereof and reasonably inferable therefrom, the Contractor shall understand the same to be implied and required, and he shall perform all such Work and furnish all such materials as if particularly delineated or described therein at no additional cost to the College. Should there be an obvious error or omission in the Drawings or Specifications, it shall be the Contractor's responsibility to complete the Work as reasonably required at no additional cost to the College, consistent with the intent of such Drawings and Specifications as may be interpreted by the Contracting Officer or authorized representative.

1.2.2 Each Contractor shall abide by and comply with the true intent and meaning of the Drawings, the Specifications and other Contract Documents taken as a whole, and shall not avail himself of any unintentional error or omission, should any exist. Should any error, omission or discrepancy appear, or should any doubt exist, or any dispute arise as to the true intent and meaning of the Drawings, the Specifications or other Contract Documents, or should any portion thereof be obscure, or capable of more than one interpretation, the Contractor shall immediately notify the Contracting Officer and seek correction or interpretation thereof prior to commencement of affected Work. The Contracting Officer or authorized representative shall issue its written Interpretation with reasonable promptness. However, the Contractor shall make no claim against the College for expenses incurred or damages sustained on account of any error, discrepancy, omission or conflict in the Contract Documents.

1.2.3 Each and every provision required by law to be inserted in the Contract Documents shall be deemed to have been inserted therein. If any such provision has been omitted or has not been correctly inserted, then upon application of either party, the Contract shall be physically amended to provide for such insertion or correction.

1.2.4 The organization of the Specifications into Divisions, Sections and Articles, and the arrangement of Drawings shall not be construed by the Contractor as being intended to divide or allocate the Work among Subcontractors in any manner or to establish the extent of the work to be performed by any trade. The Contractor is solely responsible for allocation of the contracted work to each Subcontractor regardless if a trade designation is made in the Contract Documents.

1.2.5 The Contractor shall do no Work without proper Drawings and instructions unless authorization to proceed from the Contracting Officer or an authorized representative is received by the Contractor, in writing.
1.2.6  All Drawings referred to, together with such supplementary details as may be furnished and approved from time to time as the Work progresses, are understood as being included as part of the Contract to which they relate.

1.2.7  The sequence of precedence pertaining to interpretation of Contract Documents is as follows:

a. Executed Contract
b. Addenda/Bulletin/Insurance
c. General Conditions
d. Specifications
e. Drawings, in following order of precedence:
   (1) Notes on Drawings
   (2) Large scale details
   (3) Figured dimensions
   (4) Scaled dimensions

Where there may be a conflict in the Specifications or Drawings not resolvable by application of the provisions of this paragraph, then the more expensive labor, materials, or equipment shall be assumed to be required and shall be provided by the Contractor at no additional cost to the College.

1.2.8  Where certain work is shown in complete detail, but not repeated in similar detail in other areas of the Drawings, or there is an indication of continuation, the remainder being only shown in outline, the work shown in detail shall be understood to be required in other like portions of the project at no additional cost to the College.

1.2.9  The Contractor shall not, at any time after the execution of its Contract, make any claims whatsoever based upon insufficient data or its incorrectly assumed conditions, nor shall he claim any misunderstandings with regard to the nature, conditions or character of the work to be done under the Contract and he shall assume all risks resulting from any changes in conditions not under the control of the College which may occur during the progress of the Work.

1.2.10 On all Work involving alterations, remodeling, repairs or installation within existing buildings, it shall be the responsibility of the Contractor by personal inspection of the existing building, facility, plant or utility system, to satisfy himself as to the accuracy of any information given which may affect the quantity, size and/or quality of materials required for a satisfactorily completed Contract, whether or not such information is indicated on the Drawings or included in the Specifications. All contracts shall include the cost of all material and labor required to complete the work based on reasonably observable conditions.
ARTICLE 2

CONTRACTING OFFICER

2.1 Contracting Officer’s Right to Stop the Work

2.1.1 If the Contractor fails to correct defective Work or persistently fails to carry out the Work in accordance with the Contract Documents, the Contracting Officer or its authorized representative may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated. Stoppage of the Work shall not render the College liable for claims of any kinds.

2.2 Contracting Officer’s Right to Perform Work

2.2.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within three calendar days after receipt of written notice from the Contracting Officer or its authorized representatives to commence and continue correction of such default or neglect with diligence and promptness, the Contracting Officer may, without prejudice to other remedies the Contracting Officer may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including College’s expenses and compensation for the Construction Manager’s and Architect’s and their respective consultants’ additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the College. Should work be performed by the Contracting Officer under this article, the Contractor will have no cause to void any guarantee on materials or systems installed under this Contract.

2.3 Contracting Officer’s Right to Terminate

2.3.1 If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of its creditors, if a receiver is appointed on account of its insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials so as to avoid or eliminate delays in the orderly progress of the Work in accordance with the approved schedule, or if he fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if he or any of its Subcontractors is guilty of a substantial violation of a provision of the Contract Documents, or otherwise defaults or neglects to carry out the Work in accordance with the Contract Documents, then the Contracting Officer may, without prejudice to any right or remedy, and after giving the Contractor and its Surety three (3) working days written notice to forthwith commence and continue correction of such default or neglect with diligence and promptness, terminate the employment of the Contractor by the issuance of a written notice to that effect to the Contractor and its Surety at any time subsequent to three (3) working days thereafter, should they, or either of them, fail to comply with the demands of the original three (3) day notice, above mentioned.

2.3.2 Upon such termination the Contracting Officer may take possession of the site and of all the materials, equipment, and tools on the site, and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. The person or firm designated to carry out such work will be paid as authorized by the Contracting Officer, without entailing any personal liability upon the officers of the College issuing certificates or making such payment.

2.3.3 If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including Liquidated Damages for delays and all consequential damages sustained by the College flowing from such breach of Contract, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor and/or its Surety shall pay the difference to the College, and this obligation shall survive the termination of the Contract.
2.3.4 If, within three (3) working days following receipt of Notice of Termination by the Contractor's Surety, the issuer of the Performance and Payment Bonds, the said Surety exercises its right to take over the Work and expeditiously commences to prosecute the same to completion, the Contracting Officer shall permit him to do so under the following terms and conditions:

a. Evidence of the Surety's intention to take over and complete the Contract shall be in writing over the signature of an authorized representative and served upon the Contracting Officer within three (3) days after receipt by the Surety of Notice of Termination.

b. The execution of a written Agreement between the College, by the Contracting Officer, and the Surety whereby the latter undertakes and assumes the obligation to complete the balance of the Work of its defaulting Contractor in accordance with the terms and conditions of the College Contractor Agreement, to be performed by a substituted Contractor satisfactory to the Contracting Officer, at the Surety's sole cost and expense, and providing for payments to the Surety or to the Substituted Contractor of unpaid Contract balances, if any, then in hands of the College.

c. The said Agreement shall also expressly provide that the Surety shall not be relieved thereby from any of its obligations under the Performance and Payment Bonds and that it furnish the College with an additional Performance and Payment Bond to secure the faithful performance of the Substituted Contractor.

d. That all current obligations for labor and materials incurred and outstanding by the defaulting Contractor on this Project be paid without delay, subject to allowance of a reasonable time within which to verify such claims by the Surety; and

e. That the parties expressly understand and agree that this Agreement is without prejudice and is subject to such rights and remedies as either party (including the Contractor) may elect to assert after final completion and acceptance of the Work.

2.4 Review of Contractor Claims and Disputes

2.4.1 Upon presentation by the Contractor of a request in writing, the Contracting Officer may review any decision or determination of the College or any authorized representative as to any claim, dispute or any other matter or question relating to the execution or progress of the Work or the interpretation of the Contract documents. Consistent with the intent of this contract, the Contracting Officer may schedule a conference for the purpose of settling or resolving such claims, disputes or other matters. Where such a conference is conducted, the Contractor shall be afforded the opportunity to be heard on the matter in question. Following review of the Contractor's request, the College and the Contractor may settle or resolve the disputed matter, provided however that any such settlement or resolution shall be subject to all requirements imposed by law, including where applicable, the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

2.5 College Representation
2.5.1 The College will be represented by a Construction Manager and its staff or other designated representative. The Construction Manager or other designated representative will routinely conduct on-site observations, maintain logs of construction progress and problems encountered; approve Contractor's requisition for payments subject to final approval by the Contracting Officer; conduct job meetings; carry out liaison with the Architect/Engineer and the Contractor; prepare and submit reports on special problems associated with the job; evaluate and process Change Order Requests, and generally remain fully cognizant and be kept informed by the Contractor of every aspect of ongoing construction. The College's representatives, including the Construction Manager and its staff, have only those duties which are required of a College; responsibility for completion of this project, pursuant to the Contract Documents, remains with the Contractor.

2.6 Ownership and Use of Documents

2.6.1 All Drawings, Specifications and copies thereof furnished by the Architect/Engineer are and shall remain the property of the College. They are reserved to this Project only and are not to be used on any other Project. Submission or distribution of Documents to meet official regulatory requirements, or for any other purposes in connection with the Project shall not be construed as derogation of the Architect/Engineer's copyright or other reserved rights.
ARTICLE 3
CONSTRUCTION MANAGER
AND
ARCHITECT / ENGINEER

3.1 Construction Manager and Architect / Engineer

3.1.1 The College may engage a Construction Management firm (Construction Manager) to act as the College’s authorized representative, without assuming any of the Architect/Engineer’s contractual, statutory, or customary obligations. The Construction Manager will provide general administration and construction management services for the project; and act as a liaison between the College, the Architect/Engineer, and the Contractor.

3.1.2 The Construction Management Firm is responsible for providing construction management services, as described in the Construction Management Agreement, for all contracts entered into by the College, including those relative to the construction and monitoring of the CPM Scheduling of the Project and all of its parts. The Construction Management Firm shall become fully familiar with the contractual obligations of all entities doing work on the Project and all relevant Project documentation, including the design documents prepared by the Architect/Engineer, in order to confirm that the Contractor completes the Project in accordance with its contractual obligations and the College’s objectives for cost, time, and quality.

3.1.3 When the College provides a Construction Manager, the role of the Architect/Engineer is that of Consultant to the College and will provide general administration services for the project.

3.1.4 When the College does not provide a Construction Manager, the role of the Architect/Engineer is to provide general administration and construction management services for the project.

3.2 Administration of the Contract

3.2.1 The Architect/Engineer and the Construction Manager will provide administration of the Contract, as hereinafter described.

3.2.2 The Construction Manager and the Architect/Engineer will monitor the execution and progress of the Work and will immediately notify the College of any related problems. The Architect/Engineer and the Construction Manager will at all times be provided access to the Work. The Contractor shall provide facilities for such access so as to enable the Construction Manager and the Architect/Engineer to perform their functions under the Contract Documents.

3.2.3 The Construction Manager and/or the Architect/Engineer will not be responsible for, nor will they have control or charge of, construction means, methods, techniques, sequences of procedures, or safety precautions and programs in connection with the Work. The Construction Manager and/or the Architect/Engineer will not be responsible for, nor have control or charge over, the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other person performing any of the Work, but shall have the obligation to immediately inform the Contracting Officer of any inadequate performance on the project.

3.2.4 The Construction Manager, after consultation with the Architect/Engineer, will recommend the rejection of Work which he believes does not conform to the Contract Documents. Whenever, in its opinion, he considers it necessary or advisable, he may request the Contracting Officer to provide special inspection or testing of the Work, whether or not such Work has been fabricated, installed or completed.

3.2.5 The Construction Manager shall record, track, and if required, set procedures for the processing of Contractor submittals. The Architect/Engineer, will review, approve or take other appropriate action relating to
Contractor's submittals, such as Shop Drawings, Product Data and Samples, to assure conformance with the design requirements and the Plans and Specifications of the Work. Such actions shall be taken with reasonable promptness. Approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3.2.6 Both the Architect/Engineer and the Construction Manager will periodically review the Contractor's as built drawings to insure that these are current.

3.3 Substantial and Final Completion Inspections

3.3.1 The Construction Manager and the Architect/Engineer will conduct inspections, accompanied by the Contractor and Contracting Officer's authorized representatives, to determine the dates of Substantial and Final Completion, will receive and forward to the Contracting Officer for its review, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and will approve the issuance of a Certificate of Final Completion.
ARTICLE 4
THE CONTRACTOR

4.1 Review of Contract

4.1.1 The Contractor has the duty and warrants and represents that he has thoroughly examined and is familiar with all the Contract Documents, including but not limited to, the complete set of Drawings and Specifications of the entire project; that he has carefully examined the site and that from its own investigations he has satisfied himself as to the nature and location of the Work, the current local equipment labor and material conditions, and all matters which may in any way affect the Work or its performance. The Contractor is responsible to check and verify reasonably observable conditions outside the Contract Limit Lines to determine whether any conflict exists with the work he is required to perform under the Contract. This includes a check on elevations, utility connections and other site data. As a result of such examination and investigation, the Contractor warrants and represents that he fully understands the intent and purposes of the Contract Documents and its obligations there under and that he accepts responsibility for and is prepared to execute and fulfill completely, by its construction work, the intent of the Contract, without exception and without reservation, at the price and within the timeframe specified in the Contract.

4.1.2 The Contractor shall carefully study and compare the Contract Documents during the progress of the Work and shall immediately report any error, inconsistency or omission to the Construction Manager upon discovery and shall do no work thereafter which may be affected by such error until the College has had the opportunity to respond and clarify the work it wants performed in view of this information. Wherever any error, inconsistency or omission appears, it shall be disposed of pursuant to appropriate procedures set forth elsewhere herein.

4.1.3 Unless otherwise ordered in writing by the Contracting Officer, the Contractor shall perform no portion of the Work without approved Change Orders, approved Shop Drawings or Samples for such portions of the Work, or other approvals as may be applicable and required by the Contract Documents.

4.1.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, equipment, material, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether or not incorporated or to be incorporated in the Work.

4.1.5 The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the task assigned to him.

4.1.6 The Contractor shall be obligated to pay the prevailing wage rates as required by the State of New Jersey. The Contractor shall abide by the requirements of the State's Affirmative Action Program. The Contractor also shall be responsible to insure that all principles of Safety are carried out through project completion.

4.2 New Jersey Prevailing Wage Act

4.2.1 Each Contractor or any Subcontractor shall comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 and all amendments thereto as this Act is hereby made a part of every Contract entered into on behalf of the College except those contracts which are not within the contemplation of the Act. Provisions of the Act include:

a. All workmen employed in the performances of every Contract in which the Contract Sum is in excess of $2,000 and Work to which the College is a party, shall be paid not less than the Prevailing Wage Rate as designed by the Commissioner of the Department of Labor and Workforce Development or its duly authorized representative.
(1) Each Contractor and Subcontractor performing public work for the College who is subject to the provisions of the Prevailing Wage Act, shall post the Prevailing Wage Rates for each craft and classification involved as determined by the Commissioner, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at such place or places as are used by them to pay workmen their wages.

(2) The Contractor's signature on the proposal is its guarantee that neither it, nor any Subcontractor, is currently listed by, or on record with, the Commissioner as one who has failed to pay the Prevailing Wages according to the Prevailing Wage Act.

b. In the event it is found that any workman, employed by any Contractor or any Subcontractor covered by any Contract in excess of $2,000 for any public work to which the College is a party, has been paid a rate of wages less than the Prevailing Wage required to be paid by such Contract, the Contracting Officer of the College may terminate the Contractor's or Subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and may otherwise prosecute the work to completion.

c. Nothing contained in the Prevailing Wage Act shall prohibit the payment of more than the prevailing wage rate to any workman employed on a public works project.

4.3 Supervision

4.3.1 The Contractor shall supervise and direct the Work using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall employ full-time competent English speaking Project Manager, Superintendent, and assistants who shall be in attendance on the Project site at all times during the progress of the Work. The Project Manager and Superintendent shall represent the Contractor and provide all authorizations on behalf of the Contractor.

4.3.3 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager, the name and qualifications of a proposed project manager and superintendent. The Construction Manager may reply in writing stating (1) whether the College, the Construction Manager, or the Architect has reasonable objection to the proposed superintendent or (2) that any of them require additional time to review.

4.3.4 The Contractor shall not employ a proposed project manager and/or superintendent to whom the College, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not change the project manager and/or superintendent without the College’s consent, which shall not unreasonably be withheld or delayed. At anytime during the project, the College through the Construction Manager may require replacement of the Contractor’s project manager and/or superintendent the performance, as judged by the Contracting Officer or its authorized representative, is deemed to be inadequate.

4.3.5 Each Contractor shall employ qualified competent craftsmen in their respective lines of work.

4.3.6 The various Subcontractors shall likewise have competent Superintendents and/or Foremen in charge.
of their respective portions of the Work at all times. They shall not employ a person unfit or unskilled in the work assigned to him. If it should become apparent that a Subcontractor does not have its portion of the Work under control of a competent Foreman, the Contractor shall have the obligation to take appropriate steps to immediately provide proper supervision.

4.3.7 Should the Contractor not have staff onsite to oversee construction operations, the Construction Manager will have the authority to shut the site down and have all workers removed from site.

4.4 Responsibility for the Work

4.4.1 The Contractor shall be responsible to the Contracting Officer for the acts and omissions of its employees, subcontractors and their agents and employees which injure, damage or delay such other contractors in the performance of their Work. This responsibility is not limited by the applicable provisions stated elsewhere herein, but is in conjunction with, and related thereto.

4.4.2 The Contractor shall be responsible for all damage or destruction caused directly or indirectly by its operations, to all parts of the Work, both temporary and permanent, and to all adjoining property.

4.4.3 The Contractor shall be responsible for costs related to all work when existing conditions are altered without approval from the College and not in accordance with the construction documents.

4.4.4 The Contractor shall, at its own expense, protect all finished Work liable to damage and keep the same protected until the project is completed and accepted. In the case of Substantial Completion accompanied by Beneficial Occupancy by the College, the Contractor's obligation to protect its finished Work shall cease simultaneously with the occupancy of the portion or portions of the structure.

4.4.5 The Contractor shall be responsible for all costs related to additional design services, testing, inspections, and fees for Work incorrectly installed which requires modification or corrective work.

4.4.6 The Contractor shall defend, protect, indemnify and save harmless the College and its authorized representatives from all claims, fines, penalties, suits, actions, damages and costs of every name and description arising out of, or resulting from, the performance of its Work under this Contract. This responsibility is not limited by the provisions of other indemnification provisions included elsewhere herein.

4.4.7 In order to protect the lives and health of its employees, the Contractor shall comply with all applicable statutes and pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances and methods, and for any damage or injury which may result from its failure or its improper construction, maintenance or operation.

4.5 Permits, Laws, and Regulations

4.5.1 The Contractor shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Work and which are legally required at the time of receipt of bids except for construction permits and inspections by New Jersey Department of Community Affairs in which the College will make payment for these fees.

4.5.2 All work defined in this Contract is to be done in accordance with the New Jersey Uniform Construction Code. No work requiring inspections and approval of construction code officials is to be covered or
enclosed prior to inspection and approval by appropriate code enforcement officials.

4.5.3 The Work under this Contract is exempt from local ordinances, codes and regulations as related to the building and the site on which it is located, except where construction could adversely affect adjacent property, public sidewalks and/or streets. The Contractor shall coordinate its activities with municipal and/or highway authorities having appropriate jurisdiction.

4.5.4 Soil conservation measures are to be in accordance with County Soil Conservation District requirements.

4.5.5 All sewage disposal work shall conform to the regulations of the State Department of Environmental Protection.

4.5.6 The Contractor is responsible to notify the Construction Manager to request code inspections as required to continue progress of the Work in accordance with the construction schedule. The Construction Manager will verify and confirm if the Work is ready for inspection prior to the scheduling of the code inspector. If the work is not ready, the inspection will not be scheduled.

4.5.7 The Contractor shall be responsible for and save harmless the College and its authorized representatives from all fines, penalties or loss incurred for, or by reason of, the violation of any ordinance or regulation or law of the State while the said Work is in process of construction.

4.5.8 The Contractors shall comply with the Federal Occupational Safety and Health Act of 1970 and all of the rules and regulations promulgated there under and NJ Worker and Community Right to Know Act (PL1983 c. 315 N.J.S.A. 34:5A-1, et seq).

4.5.9 As a result of a finding, by an appropriate Finder of Fact, that a Contractor caused a substantial violation of a State, local or federal statute or regulation on said project, the College may declare the Contractor to be in default.

4.5.10 Prior to the start of any crane equipment operations, each Contractor shall make all necessary applications and obtain all required permits from the Federal Aviation Administration (F.A.A.). The Sequence of operations, timing and methods of conducting the work shall be approved by the F.A.A. to the extent that it relates to their jurisdiction.

4.6 **Storage, Daily Cleaning, and Final Clean Up**

4.6.1 The Contractor shall confine its apparatus, the storage of its equipment, tools and materials, and its operations and workmen to areas permitted by law, ordinances, permits, contract limit lines as established in the Contract Documents, the rules and regulations of the College, or as ordered by the Contracting Officer or its authorized representative, and shall not unreasonably encumber the site or the premises with its materials, tools and equipment. At no times shall the Contractor use existing occupied spaces as storage.

4.6.2 The Contractor shall at all times during the Progress of the Work keep the premises and the job site free from the accumulation of all refuse, rubbish, scrap materials and debris caused by its operations, to the end that at all times the premises and site shall present a neat, orderly and workmanlike appearance. This is to be accomplished by having each floor broom swept at the end of each work day. Loading, cartage, hauling and dumping will be at the Contractor's expenses.

4.6.3 At the completion of the Work, the Contractor shall remove all its tools, construction equipment, machinery, temporary staging, formwork, shoring, bracing, protective enclosures, scaffolding, stairs, chutes, ramps,
runways, hoisting equipment, elevators, derricks, cranes, etc. from the Project Site.

4.6.4 Should the Contractor not promptly and properly discharge its obligation relating to daily cleaning and final clean up, the College shall have the right to employ others and to charge the cost thereof to the Contractor after first having given the Contractor a three (3) working day written notice of such intent.

4.6.5 The Contractor's responsibilities in final clean up include:

a. Removal of all debris and rubbish resulting from or relating to its work. Rubbish shall not be thrown from building openings above the ground floor unless contained within chutes;

b. Removal of putty stains from glass and mirrors; wash and polish inside and outside;

c. Removal of marks, undesirable stains, fingerprints, other soil, dust or dirt from painted, decorated or stained woodwork, plaster or plasterboard, metal acoustic tile, ceilings, wall coverings, and equipment surfaces;

d. Removal of spots, paint and soil from resilient, glaze and unglazed masonry and ceramic flooring and wall work;

e. Removal of temporary floor protections, clean, wash or otherwise treat and/or polish, as directed, all finished floors;

f. Vacuum all carpet areas;

g. Cleanout all casework and wipe down countertop surfaces;

h. Wipe down interior if elevator so it is free of finger prints and dust;

i. Remove plastic and wipe down all light fixtures, receptacle and device cover plates;

j. Polishing of all College furnished furniture;

k. Clean exterior and interior metal surfaces, including doors and window frames and hardware, of oil stains, dust, dirt, paint and the like, polish where applicable and leave without finger prints or blemishes;

l. Wash down and clean exterior curtain wall metal and glazing;

m. Wash down and clean roofing so to remove excess adhesive, dirt, and rust stains;

n. Wash down of all exterior improvements including pavers, concrete, asphalt, benches, etc.; and

o. Restoration of all landscaping, roadway and walkways to pre-existing condition. Damage to trees and plantings shall be repaired in the next planting season, and such shall be guaranteed for one year from date of
repair and/or replanting at no additional cost to the College.

4.6.6 The Contractor is not to begin final clean up until all construction is complete and College furnished items are installed. Should the Contractor begin final cleanup activities before all Work is complete and College furnished items installed, the Contractor will be responsible for additional cleanup costs as required to have the building totally clean prior to College move in.

4.6.7 All construction equipment, materials or supplies of any kind, character or description of value belonging to the Contractor which remain on the job site for more than thirty (30) days from the date of the Certificate of Final Acceptance and Completion issued by the College to the Contractor, shall become the absolute property of the College. It will be disposed of in any manner the College shall deem reasonable and proper.

4.7 Interruptions to Existing Services

4.7.1 The Contractor shall make no utility shutdowns nor tie-ins which affect the operations of the utility system of any adjacent building or campus facility without requesting in writing the College’s permission for shut down no less (14) calendar days prior to the proposed shut down. Utility shut downs shall occur at a time convenient to the College so as not to unreasonably interfere with its operations which means weekends, holidays, or after business hours. The Contractor is to include costs in the bid proposal for all premium hour costs related to these connections. Contractor shall assume the highest premium labor rate for this work in preparation of the bid.

4.7.2 When the existing fire alarm system requires shut down, The Contractor must provide (72) hours notice to the Construction Manager or the shut down cannot be scheduled. The Contractor shall be responsible for providing a fire watch in accordance with the College’s requirements during this shut down. Although the College will be responsible for scheduling the shut down through their service company (United Fire), the Contractor shall be responsible for all costs related to shut down.

4.8 Working Hours and Standby Personnel

4.8.1 Regular working hours shall be 7:00 a.m. to 3:30 p.m., Monday through Friday unless otherwise noted in the bid documents. Changes thereto may be granted with written approval of the Contracting Officer. Any work required to be performed after regular working hours or on Saturdays, Sundays, or Legal Holidays as may be reasonably required consistent with contractual obligations, shall be performed without additional expense to the College. Contractor shall obtain approval of the Contracting Officer for performance of work after regular working hours or on non-regular work days at least 24 hours prior to the commencement of overtime, unless such overtime work is caused by an emergency.

4.8.2 If, due to a trade agreement, standby personnel are required to supervise equipment installation or for any other purpose, during normal working hours or overtime hours of other trades, the Contractor normally employing the trade required to provide such standby services, shall evaluate and include the costs thereof in its bid price and shall provide said services without additional charge to the College.

4.9 Record Documents

4.9.1 The Contractor shall maintain at the site for the College one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be delivered to the Construction Manager for submittal to the College upon completion of the Work as a record of the Work as constructed.
4.9.2 The Construction Manager will keep one set of DCA approved drawings on the project site at all times. These drawings shall be made available to the DCA Inspectors and the Contractor at any time during the progress of the work, upon their request. If the Contractor wishes to maintain a copy of these approved drawings, the cost of reproduction shall be the Contractor's responsibility.

4.10 Shop Drawings, Product Data, and Samples

4.10.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. The Contractor shall not use the Contract Drawings for submission of shop drawings. All shop drawings sizes shall be in multiples of 9" x 12" (e.g. 18" x 24"; 24 x 27"; 24" x 36" etc) or as approved by the Architect/Engineer.

4.10.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

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

4.10.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

4.10.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the Project submittal schedule approved by the Construction Manager and Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work.

4.10.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the College, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

4.10.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and approved by the Architect, unless directed otherwise by the College.

4.10.8 The Contractor will be responsible to ensure that all subcontractors maintain a set of current Contract Documents and approved submittals in the field. The College will have the authority to stop work of a subcontractor if it is observed that the Work is being completed from outdated Contract Documents or unapproved submittals.

4.10.9 The Work shall be in accordance with approved submittals. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect’s approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the College.
Construction Manager and Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect’s approval thereof. The Architect’s notation of “no exception taken” or “approved as noted” or similar language shall not be construed as authorizing any deviations from the Contract Documents. Should a deviation not be clearly identified in the submittal and the submittal is approved by the Architect and/or Engineer and the work is put in place, the Contractor will be responsible to remove, replace, and/or correct the work in place at no additional cost to the College to adhere to the contract documents.

4.10.10 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such written notice, the Architect’s approval of a resubmission shall not apply to such revisions.

4.10.11 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor’s responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the College and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional’s written approval when submitted to the Architect. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional’s written approval when submitted to the Architect. The College and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the College and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. The Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

4.10.12 Submittals shall contain a Contractor’s stamp of approval, signed and dated by the submitting Contractor, prior to submission to the Architect/Engineer. Such stamp of approval by the Contractor shall be confirmation that he has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals. The Contractor shall also note in writing to the Architect/Engineer, all deviations to the Contract Documents. Submittals will not be reviewed by the Architect/Engineer unless they contain such a stamp containing the words “Reviewed and Approved” accompanied by the Contractor’s signature and date.

4.10.13 The Architect’s review is for conformance with the Design Concept and Contract Documents. Markings or comments shall not be construed as relieving the Contractor from compliance with the Contract Documents. No departures there from, are to be considered as authorizing extra work. The Contractor remains responsible for materials, dimensions, details and accuracy for confirming and correlating all quantities and dimensions, for selecting fabrication process for techniques of assembly, for performing this work in a safe manner, and of coordinating this work with that of all other trades.

4.10.14 The Contractor will have only two (2) opportunities to receive approval of any submittal without consequence. If an approval is not received by the second submission due to the Contractor’s failure to adhere to the
4.10.15 Schedule delays that may result from the rejection of submittals for non-conformance to the contract documents are the responsibility of the Contractor to recover.

4.11 Coordination Drawings

4.11.1 Prior to installing service utilities or other piping, etc. through structural elements of the building, the Contractor shall prepare and submit, for approval of the Architect, accurate dimensioned Drawings indicating the positions and sizes of all sleeves and openings required to accommodate its work and installation of its piping, equipment, etc. and all with reference to the established dimensional grid of the Building. Such Drawings must be submitted in sufficient time to allow proper coordination with reinforcing steel Shop Drawings, openings in precast concrete members, and proper placement in the Field.

4.11.2 Before construction work commences and before submitting shop drawings for sleeves, piping, ductwork, etc., the Contractor shall require that the installers/subcontractors for all trades submit Coordination Drawings.

4.11.3 The Contractor shall manage the process so that each trade/subcontractor provides all required information in a timely manner. Coordination Drawings may be completed on a phased basis so as not to delay the overall project schedule. The CPM Schedule specified elsewhere shall be amended to include the submission of Coordination Drawings. The same shall demonstrate how the Contractor intends to integrate the submission of Coordination Drawings to suit the overall project schedule.

4.11.4 Coordination Drawings shall show the resolution of trade conflicts in congested areas prior to submission of shop drawings and actual installation. The Drawings shall coordinate the placement and location of ductwork, fittings, light fixtures, cable trays, fire alarm devices, sprinklers, air terminals, hangers, supports and other ceiling mounted items shown and specified with each other, and other building elements such as ceilings, structural work, case work, equipment, doors, manufacturer’s recommended maintenance clearances, code required clearances and visibility sightlines (NEC, etc.), access doors and other contract work.

4.11.5 In public and occupied areas without scheduled finish ceilings, appearance is a major coordination factor. Reposition proposed locations of work after Coordination Drawing review. Provide adjustments to the exact size, location and offsets of ducts, pipes, and conduit to achieve reasonable appearance objectives. Provide these adjustments as part of the Contract or notify the Architect immediately as to why the adjustment cannot be made.

4.11.6 The medium and format of the Coordination Drawings shall be as follows:

1. The Contractor shall use CADD software to create the Coordination Drawings.

2. Each MEP Division trade shall be assigned a layer to create the detailing work of each section or division of the Specifications requiring coordination. The Contractor shall ensure that the layer assigned to one trade cannot be modified by another trade, and that the final product clearly differentiates which trade is responsible for the respective information shown. The latter may occur through the use of colors or other distinct graphic methods.

3. The final product shall be in the form drawings drawn at a scale not less than 3/8 inch per foot for the entire building. Mechanical and Electrical equipment rooms shall be drawn separately at a scale not less than 1/2 inch per foot and be submitted with the drawings of
the entire building. At conflicts between the trades, provide details, elevations, sections or three dimensional views of similar or larger scale as may be required to provide a clear three dimensional resolution of the conflict.

4.11.7  The Coordination Drawings shall be prepared as follows:

1.  The Contractor shall prepare the base floor plan(s) in the medium chosen.

2.  The HVAC trade installer shall prepare the first layer of the Coordination Drawings showing all ductwork, and all pertinent heating piping and equipment. This plan may be a copy of the required ductwork shop drawings.

3.  The Contractor shall provide electronic or transparent copies to all the other trades/subcontractors.

4.  The Plumbing, Fire Protection, Controls and other non electrical trades shall show all their piping, equipment, valves, fittings and other specified appurtenances.

5.  The Electrical, Fire Alarm, and other electrical trades shall show all systems and equipment, including transformers, panels, terminals, devices, detectors, lighting fixtures, cable trays, outlets, and conduits and raceways 1” or larger. Cable tray layout shall include appropriate clearances to motors, ballasts, and other sources of electromagnetic interference.

6.  The Contractor shall review the Drawings and indicate areas of Architectural, Equipment, Structural and other conflicts and obstacles and coordinate locations of rated and exterior walls to assure their continuity and closure as specified. The Contractor determines that all work can be installed without interference. In the case of unresolved interference, the Contractor shall notify the Architect. The Architect will then suggest to the Contractor as to how to revise the Drawings to eliminate interference. The Contractor shall then have the trade(s) revise their respective Drawings to eliminate interference.

7.  Fabrication and installation of work in a given bay or area shall not proceed until the Contractor has made all trades agree on the exact arrangements for each bay or area. If a given trade proceeds prior to resolving conflicts, then, if necessary, that trade shall change its work at no extra cost in order to permit the other trades to proceed with a coordinated installation. Coordination approval may be given by the Contractor for a bay or area only after site meetings involving all trades have occurred.

8.  In the event of conflict areas without ductwork, each respective trade in conflict shall prepare coordination drawings showing the suggested final arrangements for review.

4.11.8  Coordination Drawings are intended for use by the respective trades during construction and shall not be construed as replacing either the shop drawings specified in the technical specifications or Record Drawings.

4.11.9  Submit Coordination Drawings for review in the same manner as specified for shop drawings. The Architect’s review of Coordination Drawings shall not relieve the Contractor from his responsibilities for coordinating the work with the work of all trades involved on the Project. The Architect's review shall not authorize any extra cost, omission and/or deviation from the requirements of the Contract Documents. Any costs arising from errors and omissions in the Coordination Drawings shall be borne by the Contractor.
4.11.10 Provide three hard copies and electronic files (Adobe .pdf and CADD) of the Final Coordination Drawing at the completion of the work. All copies shall become the property of the College.

4.12 Cutting and Patching

4.12.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

4.12.2 The Contractor shall make new Work fit existing work and/or existing conditions at Contractor’s cost and expense. Changes in the Work attributable to varying field and/or existing conditions which represent a minor difference from those indicated on the drawings or can be reasonably predicted or expected to be encountered shall be provided and accomplished at no cost to the College.

4.12.3 Except as otherwise provided, Contractor shall do all cutting, drilling, removal, cleaning, servicing, repairing, reroofing, patching, re-hanging, and restoration that may be required in connection with the work. Contractor shall pay for the restoration of existing conditions and work of others damaged by his actions. Contractor shall be responsible for maintaining all existing warranties.

4.12.4 Replace, fit, patch and repair material and surfaces cut or damaged by methods and with materials required to restore surfaces to original conditions and in conformance with manufacturer’s requirements in such a manner as not to void or compromise any warranties required or newly existing.

4.12.5 Prior to cutting and demolition work, the Contractor shall survey and locate utilities, structural elements and hazards using locator/detection equipment. Promptly submit a written report to the Architect describing the nature and extent of any conflicts with the intended function or design of the work. Do not proceed with work until such conflicts are resolved.

4.12.6 All drilling and patching for expansion bolts, hangers and other supports shall be done only after approval of Architect.

4.13 Tests and Inspections

4.13.1 The College shall acquire and pay for inspection or testing services. The Contractor shall contact the testing agency acquired by the College for required tests and inspections and shall notify the Construction Manager of all upcoming tests and inspections scheduled with the testing agency.

4.13.2 The College will provide copies of inspection and test reports performed by the testing agency to the Contractor and code inspectors.

4.13.3 In the event that inspections or testing reveal a failure of the work to comply with the terms and conditions of the contract, the Contractor shall bear all costs incurred by the College for all re-inspection and tests by the testing agency.

4.14 Equipment and Material

4.14.1 The Contractor warrants to the Contracting Officer that all materials and equipment furnished under the Contract will be new, unless otherwise specified, and that all Work will be of good quality, free from faults, defects, and in conformance with Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and rejected by the Contracting Officer or its authorized representatives. If required by the Architect/Engineer, the Construction Manager, or the Contracting Officer,
the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is
not limited by the provisions of the other paragraphs contained herein.

4.14.2 Each Contractor shall furnish and deliver the necessary equipment and materials in ample quantities
and as frequently as required to avoid delay in progress of the Work and shall store them so as not to cause interference
with the orderly progress of the project.

4.14.3 The Contractor shall furnish and pay for all necessary transportation, storage, scaffolding, centering,
forms, water, labor, tools, light and power mechanical appliances and all other means, materials and supplies for
properly prosecuting the work under this Contract, unless expressly specified otherwise. The Contractor shall make
arrangements to have representatives of its firm at the site to accept delivered materials. The College will not be held
responsible for damage, theft, or disappearance of Contractor's property.

4.14.4 Pursuant to N.J.S.A. 52:33-2, only domestic materials shall be acquired or used for the Work,
unless, upon the Contractor’s written request to use non-domestic materials, the Contracting Officer shall determine
that the use of a specific domestic material would be inconsistent with the public interest, or the cost would be
unreasonable, or that domestic materials of the class or kind required are not mined, produced or manufactured, as
the case may be, in the United States in commercial quantities and of a satisfactory quality.

4.14.5 Pursuant to N.J.S.A. 52:33-3, the Contractor and all subcontractors shall use only domestic
materials in the performance of the Work; but if the Contracting Officer or other public officer authorized by law to
make this Contract shall find that in respect to some particular domestic materials it is impracticable to make such
requirement or that it would unreasonably increase the cost, an exception shall be noted in the Specifications as to
that particular material, and a public record made by the College of the findings which justified the exception.

4.14.6 Pursuant to N.J.S.A. 52:33-4, if the Contracting Officer or other public officer having jurisdiction
shall find, after written notice to the Contractor and subcontractor or materialman (as applicable) and an opportunity
for the contractor to be heard, that in the performance of this Contract there has been a failure to comply with these
“Buy American” provisions contained in the Contract, the public officer shall make public his finding, including
therein the name of the Contractor obligated under such Contract, and no other contract for the construction,
alteration or repair of any public work in this state shall be awarded to such contractor, or to any partnership,
association or corporation associated or affiliated therewith, within a period of three years after such finding is made
public.

4.14.7 No materials, equipment or supplies for the Work shall be purchased by the Contractor or any
Subcontractor subject to any lien or encumbrance or other agreement by which an interest is retained by the Seller. The
Contractor warrants, by signing its requisition for payment, that he has good and sufficient title to all such material,
equipment and supplies used by him in the Work, free from all liens, claims or encumbrances.

4.14.8 The College shall not be limited to only standard colors for all materials and equipment. The
Contractor shall include all costs in the bid proposal related to premium and/or custom colors for all materials and
equipment.

4.15 Soil Borings

4.15.1 NOT USED

4.16 Protection of Contractor's Property

4.16.1 The Contractor shall adequately secure and protect its own tools, equipment, materials and supplies.
The College assumes no liability for any damage, theft or negligent injury to the Contractor's property.

4.17 Patents

4.17.1 The Contractor shall hold and save the College and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the College, unless otherwise specifically stipulated in the Contract Documents.

4.17.2 License and/or Royalty Fees for the use of a process which is authorized by the College must be reasonable, and paid to the holder of the patent, or its authorized licensee, directly by the College and not by or through the Contractor.

4.17.3 If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the College of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the Contract Prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or its Sureties shall indemnify and save harmless the College from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the College for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the Work or after the completion of the Work.

4.18 Right to Audit

4.18.1 The College reserves the right to audit the records of the Contractor in connection with all matters related to this contract. The Contractor agrees to maintain its records in accordance with generally accepted accounting principles, for a period of not less than five (5) years after receipt of final payment. "Generally Accepted Accounting Principles" is defined as follows: Accounting records must identify all labor and material, costs and expenses, whether they be direct or indirect. The identity must include at least the project number for direct expenses and/or account number for indirect expenses. All charges must be supported by appropriate documentation, including, but not limited to cancelled checks. Such records shall me made available to the New Jersey Office of the State Comptroller upon request.

4.18.2 The Contractor shall develop, maintain and make available to the Contracting Officer on request such schedule of quantities and costs, progress schedules, daily construction reports, payrolls, reports, estimates, change orders, all original estimates, takeoffs, and other bidding documents, all Subcontractors and Supplier Contracts and changes, all records showing all costs and liabilities incurred or to be incurred in connection with the project including all Subcontractor and Supplier costs, all payment records and all records showing all costs incurred in labor and personnel of any kind, records and other data as the College may request concerning work performed or to be performed under this Contract.

4.18.3 The Contractor acknowledges and agrees that no claim for payment which is premised to any degree upon actual costs of the contractor shall be recognized by the College except and to the extent that such actual costs are substantiated by records required to be maintained under these provisions.

4.18.4 The Contractor acknowledges and agrees that the Contractor's obligation to establish, maintain and make available records and the College's right to audit as delineated herein, shall extend to actual costs incurred by subcontractors in performing work required under the contract or any supplemental agreement thereto. The contractor shall require in all subcontracts that the Subcontractor establish, maintain and make available to the College all records as defined and delineated herein relating to all work performed under the subcontractors including work performed by a
4.19 Photographs

4.19.1 Photographs shall be taken on a daily basis representing work in progress. The photographs shall be submitted with each application for payment and shall be provided in both hard copy (two color copies) and digital formats (on CD). Photographs must be date stamped.

4.20 Daily Reports

4.20.1 The Contractor shall maintain and submit each daily report to the Construction Manager on the following day. Failure to provide the daily reports in a timely manner will cause the Construction Manager to withhold payment. Daily reports shall include, at a minimum, the following:
   a. daily weather conditions and any material impact on the Work caused thereby;
   b. the Contractor’s personnel onsite;
   c. all Subcontractors working each day and the number of employees of each onsite;
   d. all equipment onsite;
   e. all materials and equipment delivered to the site;
   f. the Work accomplished each day;
   g. any material equipment failures or breakdowns;
   h. any accidents or unsafe conditions;
   i. any inspections performed

4.21 Warranties and Guarantees

4.21.1 Neither the final payment, nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the College shall constitute an acceptance of work not done in accordance with the Contract Documents. Nor shall it relieve the Contractor of liability with respect to any expressed or implied warranties or responsibility for faulty materials or workmanship. The College will give notice of observed defects with reasonable promptness.

4.21.2 In addition to guarantees otherwise specified in other sections of the Specifications, the Contractor and each individual Subcontractor shall guarantee and warrant, in writing, the work to be performed, and all materials to be furnished under this Contract against the defects in materials or workmanship and to pay for the value of repair of any damage to other work resulting there from for a period of two (2) years from date of project acceptance. The form of this guarantee shall be a maintenance bond in the amount of 100% of the final contract amount. All guarantees, bonds, etc., required by the Specifications shall be in writing in requisite legal form, and delivered to the Contracting Officer at the time of submission of requisition for final payment. All Subcontractor's guarantees, bonds, etc., shall be underwritten by the Contractor, who shall obtain and deliver same to the Contracting Officer before the Work shall be deemed finished and accepted.

4.21.3 The Contractor shall, at its own expense and without cost to the College, within a reasonable time after receipt of written notice thereof, make good any defects in material or workmanship, which may develop during stipulated guarantee periods, as well as any damage to other work caused by such defects or by their repairs. Any other defects in material or workmanship, not reasonably observable or discovered during the guarantee period, shall be repaired and/or replaced at the Contractor's expense and such shall be completed within a reasonable time after written notice is given to the Contractor.

4.21.4 It is anticipated that certain permanent equipment will have to be activated during construction of the project to support construction operations. This would particularly be the case with respect to elevators and those
portions of the permanent electrical and heating/cooling systems which might be required to provide temporary power and heat/cooling for interior finish operations. Regardless of when equipment is delivered to the site and activated for use during construction, all equipment warranties must extend for the time periods required in these Specifications starting as of the date of Substantial Completion or final acceptance (whichever is the earliest) of the Project by the College. The Contractor shall include in their base bids all costs necessary to provide extended warranties as necessary for any equipment which may be activated prior to final acceptance of the College.

4.21.5 During the eleventh (11th) month after date of Substantial Completion, the Contractor shall meet with the College on a day mutually agreed upon and determine whether all conditions related to guarantees have been satisfied in accordance with the Contract. Should any defects appear at this time, they are to be remedied by the Contractor prior to the expiration of the General Guarantee. Any guarantees which are in effect for more than two (2) years after the date of Substantial Completion shall continue under conditions of the Contract. Nothing contained in this Paragraph shall release the Contractor from his obligations under his General Guarantees.

4.22 Indemnification

4.22.1 The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the College, its employees, and its agents from and against, any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, resulting from the performance of the Project or through the negligence of the Contractor or through any improper or defective machinery, implements or appliances used by the Contractor in the project, or through any act or omission on the part of the Contractor or its agents, employees or servants, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

4.22.2 In any and all claims against the College, the Construction Manager, or the Architect/Engineer or any of their agents or employees by any employees of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 4.22 shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's or Workman's Compensations Acts, Disability Benefit Acts, or other Employee Benefit Acts.

4.23 Contractor's Claims for Damages

4.23.1 Any claims made by a Contractor against the College for damages or extra costs are governed by and subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq, as well as all the provisions in this contract.

4.23.2 Should any contractor or Architect/Engineer having, or who shall hereafter have, a contract with the College, by its own acts, errors or omissions, damage or unnecessarily delay the Work of the College, Architect/Engineer, or other contractors by not properly cooperating with them, or by not affording them reasonably sufficient opportunity or facility to perform Work as may be specified, by reason of which act, error or omission of the said contractor, the Architect/Engineer or any other contractor shall sustain damages, including delay damages, during the progress of the Work hereunder, then the injured contractor or Architect/Engineer shall have a right of action in court to recover such damages directly from the culpable party. The College shall not be liable to any contractor for any damages or extra costs caused by any acts or omissions as specified in this paragraph and the contractor's exclusive remedy shall be against the culpable party. Nothing contained in this Paragraph shall be construed to relieve the culpable contractor or Architect/Engineer from any liability or damage sustained on account of such acts, errors or omissions.
4.23.3 Should the Contractor sustain any damage through any act or omission of any other contractor having a contract with the College, or through any act or omission of a subcontractor of any such contractor, or through any act or omission of the Architect/Engineer, the Contractor shall have no claims against the College for such damage, but shall have a right of action to recover such damages from the causing party or parties.

4.24 Layout, Dimensional Control and Verification, Surveyor’s Certification

4.24.1 NOT USED

4.24.2 NOT USED

4.25 Project Sign

4.25.1 NOT USED

4.26 Use of Premises

4.26.1 The Contractor shall be limited to only areas under renovation and construction at all times. Contractor shall provide access to the College, Architect, Construction Manager, and other contractors performing work for the College.

4.26.2 Confine operations to areas within contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed. Should areas outside the contract limits be disturbed, it shall be the Contractor’s responsibility to restore the area back to original conditions prior to disturbance.

4.26.3 Keep corridors and stairwells serving the premises clear at all times. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

4.26.4 Keep driveways and entrances serving the premises clear. Parking spaces outside of the construction area are to be available at all times to the College. Do not use these areas for parking or storage of materials.

4.26.5 The Contractor shall repair all damages caused by constructions operations. Take all precautions necessary to protect the building during the construction period.

4.27 Roads and Walkways

4.27.1 The Contractor shall be responsible for keeping all roadways, drives, parking areas, and walkways around the site free and clear of debris, gravel, mud, or any other site materials by insuring that all measures reasonably necessary are taken to prevent such materials from being deposited on such surfaces including, as may be appropriate, the cleaning of vehicle wheels, etc. prior to their leaving the construction site. Should such surface require cleaning, the Contractor will clean these surfaces without additional cost to the College. The Contractor will be held accountable for any citations, fines, or penalties imposed on the College for failing to comply with local rules and regulations.

4.27.2 The Contractor shall obtain permission, in writing, from the Construction Manager before using any existing driveways or parking areas not specifically designated for such use in the Contract Documents for construction purposes. The Contractor shall maintain such driveways and areas in good condition during the construction period, and, at completion of the project, shall leave them in the same condition as at the start of the Work. Conditions before use should be carefully photographed or documented by the Contractor.
4.27.3 The Contractor shall be responsible for providing and maintaining unobstructed traffic lanes on the designated construction access routes either shown on the Contract Documents or reasonably required so as to perform the Work and shall provide and maintain all reasonably required safety devices. The Contractor shall provide the addition of materials, their grading and compaction, the removal of snow and debris so as to provide and maintain the general serviceable condition of the access roadbed, as well as pedestrian ways.

ARTICLE 5

SUBCONTRACTORS

5.1 Contractor-Subcontractor Relationship

5.1.1 The Contractor shall, within thirty (30) days after award of the Contract, notify the Contracting Officer through the Construction Manager, in writing, of the names of Subcontractors, other than those required to be listed in the Bid, proposed to perform the principal parts of the work and of such others as the Contracting Officer may direct, and shall not employ any Subcontractor without prior written approval of the Contracting Officer, or any that the Contracting Officer may, within a reasonable time, reject.

5.1.2 If the Contracting Officer has reasonable objection to any such proposed person or firm, the Contractor shall substitute another Subcontractor to which the Contracting Officer has no reasonable objection. Under no circumstances shall the College be obligated for additional cost due to such substitution.

5.1.3 The Contractor shall make no substitution for any Subcontractor, person or firm previously selected and approved, without written notification to the Contracting Officer and receipt of its written approval for such
substitution.

5.1.4 The Contractor acknowledges its full responsibility to the College for the acts and omissions of its Subcontractors, and of persons and firms either directly or indirectly employed by them, equally to the extent that he is responsible for the acts and omissions of persons and firms directly or indirectly employed by him and the Contractor acknowledges he remains fully responsible for the proper performance of its Contract irrespective of whether Work is performed by its own forces or Subcontractors engaged by him.

5.1.5 Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the College.

5.1.6 By an appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the College. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreement with its Sub-subcontractors.

5.1.7 Contractor shall not grant to any Subcontractor terms more favorable than those extended to the Contractor by the College.

5.1.8 Contractor shall not permit its Subcontractor to subcontract work without the express written approval of the Contracting Officer or designated representatives.

5.1.9 The Contractor and all Subcontractors, agree that, in the employment of both skilled and unskilled labor, preference shall be given to residents of the State of New Jersey, if such labor force is available.

5.1.10 Approval by the Contracting Officer or its authorized representatives of a Subcontractor or material supplier shall not relieve the Contractor or the Subcontractor or material supplier of the responsibility of complying with all provisions of the Contract Documents. The approval of a Subcontractor does not imply approval of any material, equipment or supplies.

5.1.11 Nothing contained in the Contract Documents shall require the Contractor to submit change order proposals that have been rejected by the Contractor to the College for review.
ARTICLE 6

SPECIAL CONDITIONS

6.1 Construction Access Limitations

6.1.1 The Contractor is not permitted to use the existing stairwells for access to construction areas or walk corridors of the occupied spaces unless it is necessary for the Work to be performed. The Construction Manager must give approval in such instances. The Contractor shall provide a temporary exterior stair system for access to the work areas.

6.1.2 The Work during Phase I in G-Wing will require construction activities to occur on occupied first and second floors. All work on these floors will be available to the Contractor when classes are not held. The Contractor will be provided with a class schedule so to plan the work. When work is performed in these areas, the Contractor must restore the areas after completion of the Work. This will include, but not limited to, cleaning, replacement of ceiling tiles, temporary partitions, etc.

6.2 Equipment/Material Loading and Debris Removal
6.2.1 All equipment loading and debris removal shall be done through the Anisfield School of Business elevator. The Contractor shall place protective floor and wall covering throughout the floors of the Anisfield Building during equipment loading and debris removal. Protection shall be masonite.

6.2.2 The Contractor shall remove debris into a separate dumpster. The Contractor is not permitted to place debris generated under this contract into the General Contractor’s dumpster.

6.3 Campus Dining Facilities

6.3.1 The campus dining facilities are off limits to the Contractor and subcontractors. The College does allow food carting services on campus for construction projects.

6.4 No Smoking

6.4.1 There is NO SMOKING permitted in existing buildings or in new construction areas. Smoking areas are to be within the site, but not immediately adjacent to buildings.

6.5 Contractor Parking

6.5.1 Contractor parking will only be allowed within the construction site, in general parking lot D-3, and in general parking lot across from the campus (near the tennis courts and ball fields). Should these areas not provide enough parking for the Contractor, the Contractor may convert the grass areas between the tennis courts and baseball field into a parking lot. If approved by the Construction Manager, the Contractor will be required to strip top soil, transplant trees, and install stone for parking. The Contractor will then be required to restore back to the original condition prior to disturbance at the Contractor’s expense.

6.5.2 The Contractor shall provide the necessary means to transport workers from the lots to the site if needed.

6.5.3 The Contractor shall provide garbage cans at all areas and be responsible for cleanup of these areas.

6.5.4 The Contractor shall be responsible for daily enforcement of these parking requirements. The College will provide parking passes to be distributed to all workers for the project. If the Contractor fails to enforce these parking requirements, the College will provide campus security at each parking lot on campus to prevent unauthorized parking of construction workers. The cost of these provisions will be deducted from the Contractors contract amount through a change order.

6.6 Protection of Equipment / Furniture

6.6.1 It is known that the audiovisual equipment and furniture will be installed into the buildings while still under construction. The Contractor must protect all installed equipment and furniture as approved by the Construction Manager during this time. Protection cannot be removed until approved by the Construction Manager.
ARTICLE 7

TEMPORARY FACILITIES, UTILITIES AND SERVICES

7.1 Field Offices

7.1.1 The Contractor shall provide and maintain during construction a suitable weather-tight insulated field office conveniently located for reception and continuous use and shall maintain therein a complete set of Contract Documents including plans, specifications, CPM network diagrams, change orders, logs and other details and correspondence.

7.1.2 The Contractor shall be responsible to provide utilities to the trailer including power, sanitary, and telecommunications. The College will make available phone and data service, but the Contractor must install all equipment and wiring. If the Contractor elects to use the College’s phone system, the Contractor shall reimburse the College for phone charges.

7.1.3 The Contractor is responsible for filing and paying for all required permit applications with the Department of Community Affairs for the office trailers and utilities.

7.2 Storage Sheds, Tool Sheds, Shops, Employees Sheds

7.2.1 The Contractor shall provide and maintain, for its own use, and as each deems necessary, suitable and safe temporary storage, tool shops, and employee's sheds, for proper protection, storage work and shelter, respectively; maintain properly; and remove them at completion of Work. Rooms in the building may be used as shops and storerooms, with the approval of the Construction Manager. The Contractor making use of these areas shall be responsible for correcting defects and damage caused by such use and for keeping these areas clear and clean.

7.3 Site Logistics

7.3.1 The Contractor shall be responsible for providing for its own requirements within the contract limit lines. The Contractor shall locate these areas, to suit project requirements, with the Construction Manager's concurrence.

7.4 Temporary Toilet Facilities

7.4.1 The Contractor shall provide and pay for suitable temporary toilets, at an approved location on the site, prior to the start of any field work. They shall comply with State and Local laws. The Contractor will be responsible for maintenance, removal and relocation as described hereinafter.

7.4.2 Remove units from Site at completion of Work, when so directed.

7.4.3 Workmen are not to use the finished bathroom and toilet facilities in the project buildings. If the Construction Manager observes this to be a constant reoccurrence, offenders will be removed from site. In addition, the Contractor will be required to provide temporary facilities on each floor.

7.5 Temporary Water

7.5.1 NOT USED

7.6 Temporary Light and Power

Ramapo College of New Jersey
Athletic Fields Scoreboards and Flagpole
RCNJ Project No. 13-225.3C
Issued for Bid: March 12, 2014

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7.6.1  NOT USED

7.7  Temporary Heat, Cooling and Dehumidification
7.7.1  NOT USED

7.8  Temporary Enclosures and Partitions
7.8.1  NOT USED

7.9  Temporary Utility Capping
7.9.1  NOT USED

7.10  Temporary Construction Fencing
7.10.1  NOT USED

7.11  Dumpsters
7.11.1  Dumpsters cannot be placed within 15’ of the building at any time. Contractor shall make provisions in their bid for costs related to equipment or scaffolding for dumpster chutes.
ARTICLE 8

RELATIONSHIP BETWEEN THE CONTRACTOR AND OTHER COLLEGE CONTRACTORS

8.1 College's Right to Perform Work

8.1.1 The College may, and reserves the right to, enter upon the premises at any and all times during the progress of the Work, or cause others to do so for the purpose of installing any apparatus or carrying on any construction not included in these Specifications or for any other reasonable purpose.

8.1.2 The Contractor shall examine all Work or materials installed by other contractors, the installation of which may affect the Work in its Contract, and should the same be imperfect, incorrect or insecure, he shall notify the Contracting Officer immediately in order that the same be rectified.

8.2 Mutual Responsibility

8.2.1 The Contractor shall afford the Contracting Officer and other contractors under contract with the College reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work. Each contractor shall coordinate its Work with adjacent Work and with other trades, so that no portion of the Work is delayed or not properly undertaken due to such lack or failure of cooperation.

8.2.2 The Contractor shall lay out and install its Work at such time or times and in such manner as to facilitate the general progress of the Project.

8.2.3 The College shall not be liable for any damages suffered by any contractor by reason of another contractor's default, delinquency, or timing of performance; it being understood that the College does not assume responsibility for the acts or omission of any contractors.

8.2.4 Before completion of the Work contemplated herein, should it be deemed necessary by the College to do any Work whatsoever, in or about the building or structure, other than as provided for in the Contract Documents, the Contractor shall fully cooperate with such other individual or firm as the College may employ to do such Work, so that such additional Work may be performed without unreasonable interference. The Contractor shall afford said other individual or firm all reasonable facilities for doing such Work. Other than an Extension of Time should the work impact the critical path of the project, the Contractor shall make no claim for additional costs to the College, as a result of such Work as is contemplated herein.

8.2.5 The Contracting Officer, or its authorized representative, shall at all times have access to the Work whether it is in preparation or in progress, and the Contractor shall provide proper facilities for such access and for inspection. The Contracting Officer reserves the right, at its option, to employ the services of a professional consultant to evaluate any phase of the Work he may deem to be in the best interest of the College but no evaluation performed shall in any way relieve the Contractor of its responsibilities under the contract. The Contractor shall cooperate with the consultants and provide access to the Work and facilities for inspection. Should any portion of the Work or material be found deficient or defective, the Contractor will pay the applicable fees of such consultant and be responsible for replacing the deficient or defective Work as required by the provisions stated elsewhere herein.

8.2.6 Any costs caused by defective or ill-timed Work shall be borne by the Contractor.
8.2.7 If the Contractor should destroy, damage or disturb the Work of any other Contractor in or about the building or premises, the Contractor shall immediately either replace the destroyed Work and make good the damaged and disturbed Work to the satisfaction of the Construction Manager and the Contracting Officer, or shall reimburse the Contractor whose Work he has destroyed, damaged or disturbed for the expense of replacing such Work.
TIME

9.1 Notice to Proceed

9.1.1 Contract time shall commence on the date of receipt by the Contractor of a written Notice to Proceed issued by the Contracting Officer. The Contractor agrees that contract administration will commence immediately and site work will commence no later than ten (14) calendar days after receipt of the Notice to Proceed. Once the proper contract documents are provided by the Contractor and contract award meeting conducted, the formal Contract will be executed by the College.

9.2 Adjustment of Contractor Completion Time

9.2.1 The Contract completion time or times will be adjusted only for causes specified in this Contract. In the event the Contractor requests an extension of any Contract Completion Date, the Contractor shall furnish such justification and supporting evidence that the College or the Construction Manager requires to evaluate the Contractor's request. The Contracting Officer shall then make its finding of fact and advise the Contractor in writing thereof. If the Contracting Officer finds that the Contractor is entitled to any extension of any Contract Completion Date under the provisions of this Contract, the determination as to the total number of days extension shall be based upon the currently approved computer-produced calendar-dated schedule and on all data relevant to the extension. Such data will be included in the next updating of the schedule.

9.2.2 Two (2) types of time extensions may be issued for this project as follows:

(1) A total project time extension may be issued if delays which are determined to be beyond the control of the Contractor affect the main project critical path shown on the CPM Schedule thereby directly extending the final project completion date.

(2) A concurrent project time extension may be issued in those instances where it is found that specific delays beyond the control of the Contractor would have affected the final project completion date were it not for overriding delays due to other causes. If a concurrent project time extension is issued, it will over that time which, according to the CPM Consultant's analysis, would have been lost due to the specific issues cited, if no other delays had occurred. A concurrent project time extension will also excuse the Contractor from responsibility for liquidated damages for the period of time extension.

9.2.3 The Contractor acknowledges and agrees that the evaluation of project delays and determinations regarding project time extension will be based upon the project CPM schedule and the following criteria:

(1) Float time shown on the CPM schedule is not for the exclusive use of either the Contractor or the College. It is agreed that float time is available for use by all parties to facilitate the effective use of available resources and to minimize the impact of problems or Change Orders which may arise during construction. The Contractor specifically agrees that float time may be used by the College or its Representatives or Consultants in conjunction with their review activities or to resolve project problems. The Contractor agrees that there will be no basis for a
project time extension as a result of any project problem, Change Order or delay which only results in the loss of available positive float on the project CPM schedule. The Contractor further agrees that there will be no basis for a claim for cost escalation for any activity which is completed on or before its initially required late end date as shown on the initial approved CPM schedule, regardless of the justifiability or any delaying factors which might have resulted in elimination of float which was originally available for the activity. If the Contractor refuses to perform work which is available to them, the Contracting Officer may, regardless of the float shown to be available for the work, consider the Contractor to be in violation of the Contract Documents. In such instances, the Contracting Officer may, without prejudice to any right or remedy, and after giving the Contractor and its Surety three (3) working days written notice to forthwith commence and continue with the work with diligence and promptness, terminate the employment of the Contractor by the issuance of a written notice to that effect to the Contractor and its Surety at any time subsequent to three (3) working days thereafter, should they, or either of them, fail to comply with the directive of the original three (3) day notice mentioned above.

(2) The Contractor agrees that no time extension will be granted for time lost due to normal seasonal weather conditions. In order to qualify for consideration for a time extension due to adverse weather conditions, it must be shown that the weather conditions during a given quarterly period (summer, fall, winter, spring) were more severe than the previous five year average for the project geographical area and, in addition, that these weather conditions critically impacted the final project completion date by delaying the performance of work on the main project critical path. If abnormal weather losses can be shown to have affected the project critical path, a non time extension will be considered for that portion of the proven weather-related delays which exceeded the normal weather losses which should have been anticipated for the quarterly period in question.

No time extensions will be considered for any weather impacts which do not affect work on the main project critical path.

(3) In order for a given issue (i.e., delay, Change Order, etc.) to be considered as a basis for a total project time extension, it must meet both of the following criteria:

(a) It must be totally beyond the control of the Contractor and due to no direct or indirect fault of the Contractor; and

(b) It must result in a direct delay to work on the main project critical path.

(4) The Contractor acknowledges and agrees that actual delays to activities which, according to the computer-produced calendar-dated schedule, do not directly affect the main project critical path do not have any effect on the Contract Completion Date or dates and will not be the basis for a
Concurrent delays are defined as two (2) or more delays or areas of work slippage which are totally independent of one another and which, if considered individually, would each affect the final project completion date according to the CPM schedule.

Where the College determines that concurrent delays exist, the Contractor acknowledges and agrees that the following criteria will be used to evaluate time extension:

(a) If the current CPM schedule shows two (2) or more concurrent delays, with one (1) analyzed to be the responsibility of the College and the other analyzed to be the responsibility of the Contractor, a time extension will only be considered if the excusable delay affects the main project critical path and if this delay is shown by a greater amount than the other concurrent delays when their impacts are independently considered. In this event, a time extension will only be considered for that portion of time by which the excusable delay exceeds all concurrent non-College caused delays. For example, if an excusable impact delays the project by 100 days and concurrent Contract-caused slippage independently delays the final completion date by 90 days, a time extension will only be considered for a maximum of ten (10) days, provided the excusable delay is on the project critical path.

(b) If the CPM Schedule shows concurrent delays with some excusable delays and some the fault of the Contractor, and if the Contractor-caused delays are analyzed to be the main determination impact to the main project critical path, then there will be no basis for a total project time extension regardless of the nature of the concurrent excusable delays. A concurrent time extension, however, may be considered for that portion of the total project slippage which is shown on the CPM schedule to be totally attributable to excusable delays.

(c) If a time extension request is made for concurrent delays which did not affect the project critical path, this must be clearly stated in the Contractor's time extension request, and all CPM activities which are claimed to have been affected by the cited delay must be specifically identified with all applicable impact dates.

9.3 Delays - Damages Against the College - Limitations

The College shall have the right to defer the beginning or to suspend the whole or any part of the Work herein contracted to be done whenever, in the opinion of the Contracting Officer, it may be necessary or expedient for the College to do so. And if the Contractor be delayed in the completion of the Work by act, neglect or default of the College, or the Architect/Engineer, or of any other Contractor employed by the College upon the work, or by change orders in the work, or by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any case beyond the Contractor's control, or by any cause which the Contracting Officer shall decide to justify the delay, then for
all such delays and suspensions the Contractor shall be allowed one day addition to the time herein stated for each and
every day of such delay so caused in the completion of the work, the same to be determined by the Contracting Officer,
and a similar allowance of extra time will be made for such other delays as the Contracting Officer may find to have
been caused by the College. No such extension shall be made for any one or more of such delays unless within three (3)
working days after the beginning of such delay a written request for additional time shall be filed with the Contracting
Officer.

9.3.2 The Contractor may not assert claims against the College for extra compensation by reason of any
delays in its work resulting from acts or omissions of any third parties irrespective of extensions granted under the
contract, including but not limited to delays caused by third parties such as the project architect, other contractors,
utilities and governmental authorities.

9.3.3 The College shall only be required to pay additional compensation for delays caused by the
College itself, and only to the extend required by N.J.S.A. 2A:58B-3 (delayed performance caused by the College's
own negligence, bad faith, active interference or other tortuous conduct, but not for reasons contemplated by the
parties and not for the negligence of others including others under contract with the College on the theory that such
negligence should be imputed to the College). The College shall not be liable for any period of delay when there is a
concurrent delay for which it is not responsible.

9.3.4 When the Contractor is entitled to extra compensation for delay under the contract and general
conditions, it can only assert claims for extra costs at the job site, and may not assert claims for extra costs for home
office expenses, home office overhead, lost profit or consequential losses. Any additional compensation under this
paragraph shall also be subject to the provisions in the contract and general conditions regarding claims, and the
provisions in the contract and general conditions regarding the maintenance and availability of cost records.

9.4 Liquidated Damages

9.4.1 In the event of the failure of the Contractor to complete the said work within the time stated in its
proposal, the Contractor shall be liable to the College for EACH Substantial Completion milestone missed in the sum of
twenty five hundred dollars ($2,500.00) dollars for each and every calendar day that the said work shall be and remain
uncompleted, which said sum shall be treated as liquidated damages and not a penalty, for the loss to the College of the
use of premises in a completed state of construction, alteration or repair, as the case may be, and for added
administrative and inspection costs to the College on account of the delay; provided, however, that the liquidated
damages provided for herein shall be in addition to other consequential losses or damages that the College may incur by
reason of such delay, such as, but not limited to, added costs of the project and the cost of furnishing temporary services,
if any. Any such items for which the Contractor is liable may be deducted by the College from any monies due or to
become due to the Contractor.

9.4.2 It is hereby understood and mutually agreed by and between the Contractor and the College that the
date of the beginning, the dates of required intermediate milestones, and the time for completion, as specified in the
Contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract.

9.4.3 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at
such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and
agreed, by and between the Contractor and the College that the time for the completion of the work herein is a
reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial
conditions prevailing in this locality. If the Contractor shall neglect, fail or refuse to complete the work within the time
herein specified, or any proper extension thereof granted by the Contracting Officer, then the Contractor does hereby
agree, as a part consideration for the awarding of this Contract, to pay the College the amount specified in paragraph
9.4.1 above, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and
every calendar day that the Contractor may be held in default after the stipulated date in the Contract for completing the
work.

9.4.4 The said amount is fixed and agreed upon by and between the Contractor and the College because of the impracticality and the extreme difficulty of fixing and ascertaining of the actual damages the College would in such event sustain, and said amount is agreed to be the amount of damages which the College would sustain and said amounts shall be retained from time to time by the College from current periodical estimates.

9.4.5 It is further agreed that Time is Of the Essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any Work the new time limit fixed by such extension should be of the essence of this Contract.

9.4.6 The Contractor shall not be charged with liquidated damages, or any excess cost when the College determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the College; provided further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in the completion of the work is due:

1. To any preference, priority or allocation order duly issued by the Government.

2. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the College, acts of another Contractor in the performance of the Contract with the College which acts are contrary to the terms of such Contract, fires, floods, epidemics, quarantine restrictions, freight embargoes and severe weather; or

3. To any delays of Subcontractors or suppliers occasioned by any of the causes specified in sub-sections a. and b. of this article.

9.4.7 The Contractor shall, within three (3) working days from the beginning of such delay, unless the Contracting Officer shall grant a further period of time prior to the date of final settlement of the Contract, notify the College in writing, of the causes of the delay. The Contracting Officer shall first ascertain the facts and the extent of the delay and shall notify the Contractor within a reasonable time that good cause has been shown to warrant the granting of such extension. Should the Contractor fail to notify the College within the three (3) working days from the beginning of such delay, the Contractor will not be entitled to an extension of time.

9.5 Contracting Officer's Right to Accelerate

9.5.1 The Contracting Officer may order and direct the Contractor to accelerate the Work at any particular place or places by increasing its forces, working overtime and/or on Saturdays, Sundays and holidays as may be required to complete certain Project areas and/or complete in advance of the Substantial Completion dates. The Cost of such acceleration efforts shall be paid by the College.

9.6 Substantial Completion

9.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the College can occupy or utilize the Work for its intended use.
9.6.2 When the Work or designated portion thereof is deemed substantially complete by the Architect and Construction Manager, the Architect will prepare a Certificate of Substantial Completion, which shall state the Architect’s recommended date of Substantial Completion, together with the Architect’s recommended division of responsibilities, if any, of the College, Contractor, Architect, and Construction Manager, for security, maintenance, heat, utilities, damage to the Work and insurance. The Architect, Construction Manager, and the College will jointly review the Certificate of Substantial Completion prepared by the Architect and agree on the date of Substantial Completion. Warranties required by the Contract Documents shall not commence on the date of Substantial Completion, but instead will commence upon final acceptance by the College.

9.6.3 The Certificate of Substantial Completion shall be submitted to the College and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the College shall make a partial payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

9.6.4 Upon final acceptance, a final inspection will be made by the materials manufacturer’s representative, the Contractor, the Construction Manager, and the Architect. No payment will be authorized for work done until such inspection has been made, and all work is found to have been performed in accordance with the specifications and to the satisfaction of the College.
ARTICLE 10
PAYMENTS

10.1 Contractor Payments from the College

10.1.1 The College will make progress payments monthly as the work proceeds, or at more frequent intervals as approved by the College. The College will endeavor to approve payment twenty (20) calendar days after receipt of a fully executed application for payment with all required attachments as required in the Contract Documents, and provide to the Contractor a written statement of the amount withheld and the reason for withholding payment, before the end of the 20-day period. The College shall pay the amount approved and due to the Contractor for each progress payment not more than 30 calendar days after the billing date.

10.1.2 The Contractor shall furnish schedule of values in accordance with the Contract requirements. The schedule of values, as approved, shall be used as a basis for the Contractor's estimates for progress payments. Approval by the Contracting Officer does not constitute acceptance of the allocability and allowability of costs to a specific element of work. The Contractor is cautioned that no payment requests shall be approved until the schedule of values has been approved in writing, by the Contracting Officer or its authorized representative.

10.1.3 In the preparation of applications for payment, the Contracting Officer, at its discretion, may authorize payment for material and equipment stored onsite. Material delivered to the Contractor at locations other than the site will not be approved for payment.

10.1.4 The College will not approve advance payments if requested by subcontractors or suppliers. Any advance payments required by subcontractors or suppliers shall be made by the Contractor and not passed onto the College.

10.1.5 In making such progress payments for Work, the College will retain 2% of the approved completed and stored to date amount. If the Contractor provides a retainage bond in the amount of 2% of the total contract value, the 2% retainage will not be retained. Payment of retainage held or release of retainage bond will not be until final acceptance and completion of all Work covered by the Contract. All material and work covered by progress payments made shall thereupon become the sole property of the College, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of all materials and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the College to require the fulfillment of all of the terms and conditions of the Contract.

10.1.6 If performance and payment bonds are required under this contract, the College shall pay to the Contractor the total premiums paid by the Contractor to obtain the bonds. This payment shall be paid at one time to the Contractor together with the first progress payment otherwise due after the Contractor has (1) furnished the bonds (including coinsurance and reinsurance agreements, when applicable), (2) furnished evidence of full payment to the surety company, and (3) submitted a request for such payment. The payment by the College of the bond premiums to the Contractor shall not be made as increments of the individual progress payments and shall not be in addition to the contract price.

10.1.7 Upon substantial completion and acceptance of all work, the amount due the Contractor under this contract, including retainage, shall be paid upon satisfactory completion, by the Contractor, of all contract close-out requirements, completion of a College audit on all contract values and payments, and after the Contractor shall have furnished the College with a release of claims against the College, arising by virtue of this contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the release.

10.1.8 If, for any reason, the Contractor refuses final payment, the project shall be closed out by the College
unilaterally processing a Final Acceptance Certificate. All residual funds will be held in escrow by the College until all claims of the College and all Contractors are satisfied.

10.1.9 In addition to other warranties required by provisions of the Contract and Specifications, the Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the College, either upon incorporation into the construction or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances. This provision shall not be construed as relieving the Contractor from sole responsibility for the care and protection of materials and Work upon which payments have been made, or the restoration of any damaged Work, or as a waiver by the College of its rights to require fulfillment of all terms of the Contract.

10.1.10 Approval of the Contractor’s application for payment will constitute a representation by the Construction Manager to the Contracting Officer, based on its inspections at the site and data contained in the application for payment, that the Work has progressed to the point indicated; that, to the best of its knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment in the amount certified. By approval of the application for payment, however the Construction Manager shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how and for what purpose the Contractor has used the money previously paid on account of the Contract Sum.

10.1.11 Pursuant to N.J.S.A. 54:49-19, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to setoff that taxpayer’s or shareholder’s share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

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

10.1.13 The Contractor shall pay each Subcontractor, no later than seven calendar days after receipt of payment from the College the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor’s portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

10.1.14 The Contracting Officer will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the College, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

10.1.15 The Contracting Officer has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the College to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven calendar days, the College shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither
the College, Construction Manager nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

10.1.16 The Contracting Officer or its authorized representatives may withhold payments in whole or in part, to the extent reasonably necessary to protect the College, if in the Contracting Officer’s or its authorized representatives opinion the representations to the College required by the Contract Documents cannot be made. If the Contracting Officer or its authorized representatives are unable to certify payment in the amount of the application for payment, the Construction Manager will notify the Contractor and The College. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Contracting Officer or its authorized representatives will promptly issue an application for payment for the amount for which the Contracting Officer or its authorized representatives are able to make such representations to the College. The Contracting Officer or its authorized representatives may also withhold payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a payment previously issued, to such extent as may be necessary in the Contractor Officer’s or authorized representatives opinion to protect the College from loss for which the Contractor is responsible, including loss resulting from the acts and omissions because of

1. defective Work not remedied;
2. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the College is provided by the Contractor;
3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
5. damage to the College or a separate contractor;
6. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
7. repeated failure to carry out the Work in accordance with the Contract Documents.

When the above reasons for withholding certification are removed, payments will be made for amounts previously withheld.

10.1.17 The Contracting Officer or its authorized representatives may reduce line items previously approved and paid should it be found that the work represented as complete is rejected or not complete. Held retainage will not serve for these discoveries.

10.1.18 If the Contracting Officer withholds certification for payment under this article, the College may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered.

10.1.19 If closeout requirements are not delivered within the time specified by this contract or are deficient upon delivery, the Contracting Officer, at its discretion, will withhold from each invoice a percentage (in addition to any other retainage required by the Contract) or the contract price in accordance with the table below. The withholding of any sums pursuant to this Article shall not be construed as, or constitute in any manner, a waiver by the College of the Contractor's obligation to furnish the data required under this contract. In the event the Contractor fails to furnish these items, the College shall have those rights and remedies provided by law and pursuant to this contract in addition to, and not in lieu of, the sums withheld in accordance with this Article.

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<th>When total contract amount is</th>
<th>Percentage to be withheld is</th>
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<tr>
<td>Less than $250,000.</td>
<td>5% of total contract</td>
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Rampage College of New Jersey
Athletic Fields Scoreboards and Flagpole
RCNJ Project No. 13-225.3C
Issued for Bid: March 12, 2014
10.2 Final Application for Payment

10.2.1 Upon completion of the Work, the Contractor shall forward to the Contracting Officer a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Contracting Officer a final Contractor’s Application for Payment. Upon receipt, the Contracting Officer and its authorized representatives will evaluate the completion of Work of the Contractor and then forward the notice and Application, with recommendations, to the Architect who will promptly make such inspection. When the Architect, finds the Work acceptable under the Contract Documents and the Contract fully performed, the Contracting Officer will promptly issue a final application for payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Application for Payment is due and payable.

10.2.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Contracting Officer (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the College or the College’s property might be responsible or encumbered (less amounts withheld by the College) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days’ prior written notice has been given to the College, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the College, other data establishing payment or satisfaction of obligations, such as receipts, releases and waives of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the College. If a Subcontractor refuses to furnish a release or waiver required by the College, the Contractor may furnish a bond satisfactory to the College to indemnify the College against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the College all money that the College may be compelled to pay in discharging such lien, including all costs and reasonable attorneys’ fees.

10.3 Interest

10.3.1 Interest shall be paid on the amount due the Contractor pursuant to a properly executed State invoice if a required payment is not made by the College by 30 calendar days after the billing date as provided in Section 10.1.1 above...

10.3.2 Interest on amounts due shall be paid to the Contractor for the period beginning on the day after the required payment date and ending on the date on which the check for payment is drawn. The interest shall be paid at a rate equal to the prime rate plus 1%, pursuant to the New Jersey Prompt Payment Act, N.J.S.A. 2A:30A-2(c).

10.3.3 No interest charge as required by this provision shall become a debt of the State until it exceeds $5.00.

10.3.4 Interest may be paid by separate payment to the Contractor, but shall be paid within thirty (30) calendar days of payment of the original invoice.

10.3.5 The State Treasurer shall have the right to waive the interest payment for delinquencies due to circumstances beyond the control of the Contracting Officer (or other State or College representatives involved in the processing of contractor invoices) including but not limited to strikes and natural disasters.

10.3.6 Nothing in this provision nor the New Jersey Prompt Payment Act shall be construed as permitting...
the accrual of prejudgment interest in the case of a disputed contract for which a notice of claim has been filed pursuant to N.J.S.A. 59:13-1 et seq., except as provided in N.J.S.A. 59:13-8.

10.4 Payment Disputes - Claims Against the College

10.4.1 All claims by the Contractor against the College arising under this Contract shall be governed by the N.J. Contractual Liability Act, N.J.S.A. 59:13-1 et seq., including the notice of claims provisions therein (see N.J.S.A. 59:13-5).

10.4.2 Where a timely notice of claim has been submitted to the College by the Contractor pursuant to N.J.S.A. 59:13-5, the College and the Contractor agree to submit the dispute to a mutually agreed upon mediator for mediation as provided by N.J.S.A. 2A:23C-2, with the mediator’s fees to be shared equally among the mediation parties. This alternative dispute resolution process is adopted by the College and the Contractor in compliance with the N.J. Prompt Payment Act, N.J.S.A 2A:30A-2(f).
ARTICLE 11
UNCOVERING AND CONSTRUCTION OF WORK

11.1 Uncovering of Work

11.1.1 If any portion of the Work is covered prior to inspection conducted by the Contracting Officer, the Architect/Engineer, or the Construction Manager, especially work specifically required by the Contract Documents to be inspected, it shall be uncovered for observation. Uncovering and replacement of covering shall be at the installation Contractor's expense. The Contractor is obligated to advise the Contracting Officer or the Construction Manager of all work scheduled to be covered which is reasonably subject to prior inspection before actual covering.

11.1.2 If any other portion of the Work (not specifically required to be inspected) has been covered, which the Contracting Officer, the Architect/Engineer, or the Construction Manager did not make a request to observe prior to being covered, a request may subsequently be made to inspect such Work, and it shall be uncovered by the installation Contractor. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate change order, be reimbursed by the College. If the work is found not to be in accordance with the Contract Documents, the Contractor shall pay all associated costs, unless it is found that this condition was caused by the College, in which event the Contracting Officer shall be responsible for the payment of such costs.

11.2 Correction of Work

11.2.1 The Contractor shall promptly correct all Work rejected by the Contracting Officer, the Architect/Engineer, or the Construction Manager as defective or as failing to conform to the Contract Documents, whether observed before or after Final Acceptance and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including the Architect/Engineer's additional services, if any.

11.2.2 The Contractor shall remove from the Site all portions of the Work which are defective or nonconforming and which have not been corrected unless removal is waived by the Contracting Officer.

11.2.3 If the Contractor fails to correct defective or non-conforming Work in a timely manner, the Contracting Officer may make arrangements for such correction by others and charge the cost of so doing to the responsible Contractor and/or its Sureties.

11.2.4 If the Contractor does not proceed with the correction of such defective or nonconforming work within a reasonable time, fixed by written notice from the Contracting Officer, the Architect/Engineer, or the Construction Manager, the Contracting Officer may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay for the cost of such removal and storage within ten (10) working days thereafter, the Contracting Officer may upon ten (10) working days additional written notice sell such material and equipment at auction or at private sale and shall account for the net proceeds thereof, after deducting all of the costs which are the responsibility of the Contractor, including compensation for the Architect/Engineer's additional services, if any. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate credit Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and/or its Surety shall pay the difference to the College.

11.2.5 The Contractor shall also be responsible for the cost of making good all Work destroyed or damaged by such correction or removal.
11.2.6 Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents.

11.3 Acceptance of Defective or Nonconforming Work

11.3.1 If the College determines that the best interests of the College will be served by accepting defective or nonconforming Work, the College may do so instead of requiring its removal and correction. In such instance, a Change Order will be issued to reflect an appropriate and equitable reduction in the Contract Sum. Such adjustment shall be effected regardless of Final Payment having been previously made, and the Contractor and/or its Surety shall be responsible for promptly providing any funds due the College as a result thereof.
ARTICLE 12
PROTECTION OF PERSONS AND PROPERTY

12.1 Safety Precautions and Programs

12.1.1 The Contractor shall submit a site specific safety program to the Construction Manager within (21) calendar days of the issuance of the Notice to Proceed. The program, which shall include details commensurate with the Work to be performed, must clearly describe the Contractor’s commitments for meeting its obligations to provide a safe and healthy construction site for all construction workers, and its obligations to protect vendors, and visitors. The program shall reference OSHA standards, and any other rules or regulations applicable to the Project, including state and local requirements.

12.1.2 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall designate a responsible member of its organization at the Site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent, unless otherwise designated by the Contractor, in writing, to the College and the Construction Manager. In addition, the Contractor at its cost shall have an independent safety inspection firm perform inspections on a bi-weekly basis. All inspection reports and safety violations shall be provided to the Construction Manager.

12.2 Safety of Persons and Property

12.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

a. Every employee on the Work and all other persons who may be affected thereby;

b. All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of its Subcontractors or Sub-subcontractors; and

c. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

12.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

12.2.3 All workers on the project site are to wear hard hats and safety glasses, no exceptions. A worker will be given one (1) warning for a violation of this requirement. Should the same worker be observed again violating this requirement, the Contractor will be required to remove the worker from site permanently.

12.2.4 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including rails, night lights, the posting of danger signs and other warnings against hazards, promulgating safety regulations, and other means of protection against accidental injury, or damage to persons and property.

12.2.5 When the use or storage of explosives or other hazardous materials or equipment is necessary for the
execution of the Work, the contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

12.2.6 No Contractor shall load or permit any part of the Work to be loaded so as to endanger its safety.

12.2.7 The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any of its Subcontractors, Sub-subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of the College or Architect/Engineer, or anyone directly or indirectly employed by either of them or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations stated elsewhere herein.

12.3 Emergencies

12.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act with diligence, at its discretion, to prevent threatening injury, damage or loss. In such case, he shall immediately notify the Contracting Officer, through the Construction Manager, of the action taken.
ARTICLE 13

INSURANCE AND INDEMNITY

13.1 Contractor Insurance Requirements

13.1.1 The Contractor shall secure and maintain in force for the term of the Contract, insurance coverage provided herein. All insurance coverage is subject to the approval of the College and shall be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best rating of A- (VII) or better. The Contractor shall provide the College with current Certificates of Insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the College and ten (10) days written notice for non-payment of premium. All insurance required herein shall contain a waiver of subrogation in favor of the College. The CGL insurance required herein, including independent contractors, products/completed operations, contractual and professional liabilities, shall name Ramapo College of New Jersey, the State of New Jersey, the New Jersey Educational Facilities Authority, the Architect/Engineer and Construction Manager as additionally insured.

13.1.2 Commercial General Liability insurance written on an occurrence form including independent contractor liability, products/completed operations liability, contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract. Coverage for bodily injury and property damage claims arising out of the professional acts of the general contractor and subcontractors shall also be included. The policy shall not include any endorsement that restricts or reduces coverage as provided by the ISO CG0001 form without the approval of the College. The minimum limits of liability shall not be less than a combined single limit of two million dollars ($2,000,000) per occurrence, two million dollars ($2,000,000) general aggregate, two million dollars ($2,000,000) product/completed operations aggregate. A “per project endorsement” shall be included, so that the general aggregate limit applies separately to the project that is the subject of this contract.

13.1.3 Comprehensive Automobile Liability covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars ($1,000,000) per occurrence.

13.1.4 Worker's Compensation Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdiction required to protect the employees of the Contractor and any Subcontractor who will be engaged in the performance of this Contract. The certificate must so indicate that no proprietor, partner, executive officer or member is excluded. This insurance shall include Employers' Liability Protection with a limit of liability not less than one million dollars ($1,000,000) bodily injury, each occurrence, one million dollars ($1,000,000) disease, each employee, and one million dollars ($1,000,000) disease, aggregate limit. Including the employer’s liability insurance under the umbrella insurance can satisfy the limit requirements.

13.1.5 The Contractor shall obtain and maintain a separate Contractor's Protective Liability Insurance Policy for the same limits of liability as specified for the Commercial General Liability Insurance in the name of the College, the State of New Jersey and the New Jersey Educational Facilities Authority. The Architect/Engineer, and the Construction Manager are to be the named as additional insured. The policy shall be maintained in force for the term of the Project or one year, whichever is longer.

13.1.6 Excess Liability, umbrella insurance form, applying excess of primary to the commercial general liability, commercial automobile liability and employer’s liability insurance shall be provided with minimum limits of five million dollars ($2,000,000) per occurrence, five million dollars ($5,000,000) general aggregate, and five million dollars ($5,000,000) products/completed operations.

13.1.7 The contractor shall require all subcontractors to comply with all of the insurance requirements described above. It is a contractor option to determine the amount of liability it will require its subcontractors to
carry. The contractor shall be responsible for obtaining certificates of insurance for all coverage and renewals thereof for each subcontractor prior to the subcontractor’s beginning work on the project. The contractor shall provide copies of all subcontractor certificates of insurance to the College upon request.

13.1.8 The Contractor shall submit a separate declaration from the commercial general liability and excess umbrella insurance carriers specifically confirming that there are no exclusions within each policy for roofing replacement work.

13.2 Insurance to be carried by The College

13.2.1 The College shall provide insurance protection in the form of a Builders Risk Insurance or similar Policy upon the structure for which the Work on this Contract is to be done. The structure will be insured for 100% of the insurable replacement value thereof including materials, owned by the College, in place or to be used as part of the permanent construction including surplus materials.

13.2.2 This insurance shall not protect against damage or loss to any of the Contractor's or Subcontractor's tools, equipment, scaffolding, staging towers or forms, Contractor's materials and sheds or other temporary structures erected for use by the Contractor or Subcontractors. It is understood that the Contractor will at their own expense, carry all insurance which may be required to provide the necessary protection against such loss or damage herein described which insurance shall contain a waiver of any right of subrogation against the College.

13.2.3 The insurance procured by the College under this paragraph may provide for a deductible. The Contractor shall assume the responsibility for any deductible for any builder's risk loss it may make claim for under this policy.

13.2.4 The Contractor shall immediately notify the College, in writing and take any other appropriate steps as may be required under the standard Builder's Risk Insurance Policy in effect in the event of any loss. Prior to the acceptance of the building by the College, the Contractor shall, at the College's option, replace and repair the damaged Work as originally provided in the drawings and specifications at no additional compensation to that provided in the original contract.

13.2.5 All losses will be adjusted with, and payable to, the College.

13.2.6 Contractor shall not include any cost for Builders Risk insurance premiums as described herein. However, this provision shall not relieve the Contractor from their obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and their Surety shall be obligated to full performance of the Contractor's undertaking.
ARTICLE 14
CHANGES IN THE WORK

14.1 Changes to Contract

14.1.1 The Contracting Officer may, at any time, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to, changes:

1) In the Contract Documents;

2) In the method or manner of performance of the work;

3) In the College furnished facilities, equipment, materials, services, or site;

or

(4) Directing acceleration in the performance of the work.

14.2 Processing of Contractor Requests for Equitable Adjustment

14.2.1 Notwithstanding any other Article of this contract, any time extensions for changes in the work depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The contract modification making such time extension will provide for an extension of contract completion date only for those specific elements so delayed and will not alter the contract completion dates for other portions of the work. This contract modification may further provide for an equitable readjustment of liquidated damages pursuant to the new completion schedule. The Contractor will not be permitted to submit a change order proposal with any language reserving the Contractor’s right to submit additional costs or time impacts related to a change. Such language will void the change order proposal and will be returned to the Contractor without review.

14.2.2 The Contractor, in connection with any request for an equitable adjustment, shall furnish a price breakdown, itemized as required by the College. Unless otherwise directed, the breakdown shall cover all work involved in the change whether such work was deleted, added or changed. The breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, indirect, and subcontractor costs. Any amount proposed for subcontracts shall be supported by a similar price breakdown. In addition, if the request includes a time extension, a justification shall also be furnished. The request, together with the price breakdown and time extension justification, shall be furnished by the date specified in the Contract Documents. It is the Contractor’s responsibility to include all direct and indirect work related to a change in the request. If the Contractor fails to identify work in the request that is later discovered as a result of the change, the work will be completed at no additional cost to the College.

14.2.3 If a change order proposal is submitted without a schedule extension request and documentation justifying the request, the College will consider the change in work to not have a schedule impact. The Contractor will not have a right to request adjustment of the Contract time after a change order has been executed by the College for the work.

14.2.4 If a change is submitted for work performed without prior notification to the College, the College is not responsible for the cost of the change since the avoidance of such costs was not afforded to the College.

14.2.5 Contractor change order requests are to be submitted on the provided form for approval by the College and shall include the following components:
1. Direct Materials – Direct material costs shall consist of actual cost of materials purchased by the Contractor. Contractors are to list all materials with quantities and unit prices along with bill of sale from the applicable vendor.

2. Direct Equipment – Rental and operating costs for equipment only, either rented or owned, by the Contractor. The equipment shall be listed with quantity of hours and hourly rate. For verification of the rate charged, the Contractor shall furnish a comparable rental rate from a vendor should the equipment be owned by the Contractor. Costs for operation will only be approved for actual operation for the approved change in work regardless on the time the equipment is onsite.

3. Direct Labor – The term direct labor shall include working foremen (non-working foremen are considered overhead), journeymen, apprentices, equipment operators, and/or laborers directly assigned to the approved change in work by the Contractor. The total hourly rate shall be calculated and include only the following:
   a. Base hourly rate consistent with the requirements of the New Jersey Prevailing Wage Act law or local union hourly rates if the Contractor is union. If union, the Contractor must provide the local union bi-laws for confirmation of the hourly rate.
   b. Labor burden shall only include social security and Medicare taxes, federal unemployment taxes, state unemployment taxes, and workman’s compensation.
   c. Fringe costs consistent with the requirements of the New Jersey Prevailing Wage Act law or local union. Fringe costs shall only include, if applicable, welfare, pension, annuity, and education/training benefits. Costs such as travel, small tools, vacation, etc. are considered overhead costs. If union, the Contractor must provide the local union bi-laws for confirmation of fringe costs.

4. Indirect Costs – Included are costs which are neither direct construction material, equipment, and labor costs. Allowable indirect costs are for document reproduction of drawings only, engineering if applicable, premium freight charges if approved by the College, and permits. No other indirect costs will be considered. Copies of invoices are to be provided for billing verification.

5. Contractor Markup - A markup of 10% shall be applied to the subtotal of items 1 through 4. This markup shall cover profit and overhead/general condition costs such as dumpsters, office personnel, project managers, field superintendents, mailing, misc. reproduction, safety, temporary utilities, company vehicles and mileage, etc. related to self performed work. Costs not defined in items 1 through 5 are considered overhead. The 10% markup shall apply to deleted work as well.

6. Subcontracted Work – All subcontracted work shall be itemized similar to items 1 through 4 above. A markup of 10% shall be applied to the work performed by the Subcontractor. This markup shall cover profit, insurances, bonding, and overhead costs such as dumpsters, office personnel, project managers, field superintendents, mailing, misc. reproduction, safety, temporary utilities, company vehicles and mileage, etc. related to self performed work. Costs not defined in items 1 through 4 are considered overhead. The 10% markup shall apply to deleted work as well. The Contractor agrees to incorporate this provision in each of its subcontracts.

7. Contractor Markup on Subcontracted Work – A markup of 5% shall be applied to the subtotal of subcontracted work only. This markup shall cover profit, insurances, bonding, and overhead/general condition costs related to subcontracted work such as dumpsters, office personnel, project managers, field superintendents, mailing, misc. reproduction, safety, temporary utilities, and company vehicles and mileage, etc. The 5% markup shall apply to deleted work as well.
When more than one tier of subcontracts exists, for the purpose of markups, they shall be treated as one subcontract.

14.2.6  Where material and/or equipment is made obsolete and was not made part of the construction as a result of a change, the College can either take possession of the excess material and/or equipment or direct the Contractor to take possession. If the College elects to take possession of the excess material and/or equipment, the College will pay for the material and/or equipment costs related to the change. If the College refuses to take possession of the excess material and/or equipment, the College will be entitled to a credit for the excess material and/or equipment returned to the Contractor and will not be responsible for any restocking charges.

14.2.7  The Contractor must review submitted subcontractor change order proposals prior to submission to the College and make any corrections necessary. When the Contractor fails to review change order proposals and submits the proposals to the College with obvious accounting errors or if the work is clearly defined in the Contract Documents, the Contractor will be responsible for all costs incurred by the College for review time by its professionals. Submission of a change order proposal that contains falsified information, altered documents, or identifies costs in excess of the actual cost shall constitute a breach of this Contract.

14.2.8  In the instance of a change resulting in a deduction in the contract amount, the amount shall be based on actual cost of such Work and not the amount represented in the contractor’s schedule of values.

14.2.9  At no time will the College or designated representatives review submitted change order proposals with the Contractor’s subcontractors. All change order proposals will be reviewed and negotiated between the College and the Contractor. It is the responsibility of the Contractor to review and negotiate subcontractor change order proposals without the presence of the College.

14.3  Remedies for Disputed Change Order Proposals

14.3.1  When the Contractor and the College cannot reach an agreement on the cost of a change, the College has the right to direct the Contractor to proceed with the change in work on a “Time and Material” basis not to exceed the Contractor’s proposed cost. The Contractor agrees that all work related to the change will be completed on this basis and the Contractor is not entitled to any costs above and beyond the proposed amount.

14.3.2  When the Contractor and Construction Manager disagree on a Contractor claimed contract document error and/or omission, the Contractor can request a hearing with the Contracting Officer. However, the Work must proceed as directed by the College without any impact to the project schedule. Upon such request, the Contracting Officer has thirty (30) calendar days to schedule the hearing. At this hearing, the Contractor shall provide sufficient documentation to support the Contractor’s position in order for the Contracting Officer to render a decision. The Contracting Officer has fourteen (14) calendar days to render a decision. The Contracting Officer’s decision is final.

14.3.3  The Contractor’s refusal to perform the Work related to a change or a directive shall constitute a breach of this Contract.
ARTICLE 15

ASSIGNMENT OF ANTITRUST CLAIM(S)

15.1 Assignment of Antitrust Claim(s)

15.1.1 Contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are, in fact, usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the Contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the College, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods or services purchased or acquired by the College pursuant to this Contract.

In connection with this agreement, the following are the express obligations of the Contractor:

a. It will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder.

b. It will advise the Attorney General of New Jersey:

(1) In advance of its intention to commence any action on its own behalf regarding such claim or cause(s) of action;

(2) Immediately, upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s), of the pendency of such action; and

c. It will notify the defendants in any antitrust suit of the fact of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its behalf or becomes aware that such an action has been filed on its behalf by any other person. A copy of such notice will be sent to the Attorney General of New Jersey.

Furthermore, it is understood and agreed that in the event any payment under any such claim or cause of action is made to the Contractor, it shall promptly pay over to the College the aliquot share thereof, if any, assigned to the College hereunder.
ARTICLE 16
AFFIRMATIVE ACTION REQUIREMENTS

16.1 Policy Statement

It has long been the policy of the College to promote equal employment opportunity by prohibiting
discrimination in employment and requiring affirmative action in performance of contracts funded by the College. This
policy has been reinforced and expended by an act of the Legislature. The new statute, New Jersey Public Law 1975,
Chapter 172, provides that no public works contractor can be awarded, nor any monies paid, until the prospective
contractor has agreed to contract performance which complies with the approved Affirmative Action Plan. The law
applies to each political subdivision and agency of the State and includes procurement and service contracts as well as
construction contracts. This section was prepared to explain the affirmative action requirements and procedures for
public agencies awarding contracts and for contractors bidding on contracts. To assure effective implementation of the
affirmative action law while allowing the business operations of a government to proceed efficiently, these regulations
are designed to minimize administrative paperwork, and delays.

16.2 Mandatory Affirmative Action Requirements

16.2.1 N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the
contractor must agree as follows:

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

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

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

16.2.2 N.J.A.C. 17:27-3.8 requires all contractors and subcontractors, if any, to further agree as follows;

1) When hiring or scheduling workers in each construction trade, the contractor or subcontractor
agrees to make good faith efforts to employ minority and women workers in each construction
trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided,
however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by (a)1 and 2 below, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

i. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with the this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the procedures prescribed under (a)2 below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

2) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (a)1 above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

i. To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
ii. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
iii. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
iv. To leave standing requests for additional referral of minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment service and other approved referral sources in the area;
v. If it is necessary to lay off any of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this chapter, as well as with applicable Federal and State court decisions;
vii. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
   (1) The contractor or subcontractor shall interview the referred minority or women worker.
(2) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience as recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall consider the recruitment and hiring or scheduling of minority and women workers who qualify as trainees pursuant to these rules. All of these requirements, however, are limited by the provisions of (a)3 below.

(3) The name of any interested woman or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (a)2vi(2) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

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

vii. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

3) The contractor or subcontractor agrees that nothing contained in (a)2 above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (a)2 above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey workers ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (a)2 above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

4) After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.
16.2.3 The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the State Treasurer pursuant to N.J.S.A. 10:5-33, as amended and supplemented from time to time.
AFFIRMATIVE ACTION REQUIREMENT

Notice to Bidders
in Event of Award

Construction Contract

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

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

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

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

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to PL 1975, c. 127, as amended and supplemented
e. "When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27 7.3, provided however, that the Affirmative Action Office may, in its discretion, exempt a contractor or subcontractor from complying with the good faith procedures prescribed by the following provisions A, B, and C as long as the Affirmative Action Office is satisfied that the contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27 7.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures.

(A) "If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three (3) days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as it is supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five (5) days prior to the commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority and female workers consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire minority and female workers consistent with the applicable employment goal by complying with the following hiring procedures prescribed under (B); and the contractor or subcontractor further agrees immediately to take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.

(B) "If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of the preceding provision (A), or if the contractor or subcontractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor agrees to take the following actions consistent with the applicable county employment goal:
(1) To notify the Public Agency Compliance Officer, Affirmative Action Office and at least one approved minority referral organization of its manpower needs, and request the referral of minority workers;

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

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

(4) To leave standing requests for additional referral of minority and female workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment service and the other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers laid off by the contractor or any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to Regulations implementing P.L. 1975, c. 127;

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

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any workers skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the
Affirmative Action Office and provided further, that if necessary, the contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to subsection 2 (k) of these Regulations. All of the requirements of this paragraph, however, are limited by the provisions of paragraph (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If for any reason said contractor or subcontractor determines said minority individual or a female is not qualified or if said individual qualifies as an advance trainee or apprentice, said contractor or subcontractor shall inform said individual in writing with the reasons for the determination and maintain a copy in its files, and send a copy to the Public Agency Compliance Officer and to the Affirmative Action Office.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, and on forms made available by the Affirmative Action Office and shall be submitted promptly to that Office upon request.

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

"The contractor agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three (3) days after signing a construction contract provided, however, that the public agency may extend in a particular case the allowable time for submitting the form to no more than 14 days; and to submit a copy of the Monthly Project Manning Report once a month (by the 7th work day of each month) thereafter for the duration of this contract to the Affirmative Action Office and to the Public Agency Compliance Office. The contractor agrees to cooperate with the Public Agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects."

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the affirmative action office for conduction a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C 17:27)

Revised 9/98
EXECUTIVE ORDER NO. 34

Whereas, It is essential that all persons supplying goods or services to the State of New Jersey, or performing contracts or otherwise executing public works with the assistance of and subject to the approval of the State, must meet a standard of responsibility which assures the State and its citizens that such persons will both compete and perform honestly in their dealings with the State and avoid secret or illicit dealing; and

Whereas, It is essential that such persons be fully informed of policies of the State in this regard, and be afforded procedural safeguards appropriate to circumstances which such policies may occasion; and

Whereas, The courts have affirmed the duty and obligation of State officials to develop and effectuate such policies; and

Whereas, It is essential that such policies be uniformly applied by the various agencies of the Executive Branch, and that uniform procedures be adopted to implement them;

Now, Therefore, I, Brendan T. Byrne, Governor of the State of New Jersey, do hereby ORDER and DIRECT that:

1. Debarment, suspension and disqualification are measures which shall be invoked by the State to exclude or render ineligible certain persons from participation in contracts and subcontracts with the State, or in projects or contracts performed with the assistance of and subject to the approval of the State, on the basis of a lack of responsibility. These measures shall be used for the purpose of protecting the interests of the State and not for punishment. To assure the State the benefits to be derived from the full and free competition between and among such persons and to maximize the opportunity for honest competition and performance these measures shall not be invoked for any time longer than deemed necessary to protect the interests of the State.

2. As used in the Order:

(a) "Debarment" means an exclusion from State contracting, on the basis of a lack of responsibility evidenced by an offense, failure, or inadequacy of performance, for a reasonable period of time commensurate with the seriousness of the offense, failure, or inadequacy of performance.

(b) "Suspension" means an exclusion from State contracting for a temporary period of time, pending the completion of an investigation or legal proceedings.

(c) "Disqualification" means a debarment or a suspension which denies or revokes a qualification to bid or otherwise engage in State contracting which has been granted or applied for pursuant to statute, or rules and regulations.

(d) "State" means the State of New Jersey, or any of the departments or agencies in the Executive Branch of government with the lawful authority to engage in contracting.

(e) "Person" means any natural person, company, firm, association, corporation, or other entity.

(f) "State contracting" means any arrangement giving rise to an obligation to supply any thing or perform any service for the State, other than by virtue of State employment, or to supply any thing to or perform any service for a private person where the State provides substantial financial assistance and retains the right to approve or disapprove the nature or quality of the goods or service or the persons who may supply or perform the same.

(g) "Affiliates" means persons having an overt or covert relationship such that any one of them directly or indirectly controls or has the power to control another.
3. The executive head of each department or agency in the Executive Branch, with the lawful authority to engage in State contracting, shall, within 90 days of the date of this Order and in accordance with the provisions of the Administrative Procedures Act (P.L. 1968, c. 410, C. 52:14B-1 et seq.), promulgate rules and regulations governing the causes, conditions and procedures applicable to determinations of debarment, suspension and disqualification by that department or agency. Such rules and regulations shall to the extent consistent with existing law conform to the minimum standards hereinafter set forth, but need not be limited to such standards. In addition to any other filing required by law to be made, each executive head shall file with the Attorney General and the Treasurer a copy of such rules and regulations as may be promulgated.

4. Subject to the conditions hereinafter described, the rules and regulations referred to in Section 3 supra, shall authorize the department or agency to debar a person in the public interest for any of the following causes:

(a) Commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract.

(b) Violation of the Federal Organized Crime Control Act of 1970, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, perjury, false swearing, receiving stolen property, obstruction of justice, or any other offense indicating a lack of business integrity or honesty.

(c) Violation of the Federal or State Antitrust Statutes, or of the Federal Anti-Kickback Act (18 U.S.C. 874, 40 U.S.C. 276 b, c).

(d) Violations of any of the laws governing the conduct of elections of the State of New Jersey or of its political subdivisions.

(e) Violation of the "Law Against Discrimination" (P.L. 1945, c. 169, C. 10:5-1 et seq., as supplemented by P.L. 1975, c. 172), or of the act banning discrimination in public works employment (C. 10:2-1 et seq.) or of the Act prohibiting discrimination by industries engaged in defense work in the employment of persons therein (C. 114, L. 1942, C. 10:1-10 et seq.).

(f) Violations of any laws governing hours of labor, minimum wage standards, prevailing wage standards, discrimination in wages, or child labor.

(g) Violations of any laws governing the conduct of occupations or professions or regulated industries.

(h) Willful failure to perform in accordance with contract specifications or within contractual time limits.

(i) A record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that such failure or unsatisfactory performance has occurred with in a reasonable time preceding the determination to debar and was caused by acts within the control of the person debarred.

(j) Violation of contractual or statutory provisions regulating contingent fees.

(k) Any other cause affecting responsibility as a State contractor of such serious and compelling nature as may be determined by the department or agency to warrant debarment, including such conduct as may be prescribed by the laws or contracts enumerated in this paragraph even if such conduct has not been or may not be prosecuted as violations of such laws or contracts.

(l) Debarment by some other department or agency in the Executive Branch.

5. The rules and regulations concerning debarment required herein shall include in substance the following conditions:

(a) Debarment shall be made only upon approval of the executive head of the department or agency, except as otherwise
provided by law.

(b) The existence of any of the causes set forth in paragraph 4 of the Order shall not necessarily require that a person be disbarred. In each instance, the decision to debar shall be made within the discretion of the head of the department or agency unless otherwise required by law, and shall be rendered in the best interests of the State.

(c) All mitigating factors shall be considered in determining the seriousness of the offense, failure or inadequacy of performance and in deciding whether debarment is warranted.

(d) The existence of a cause set forth in subparagraphs (a), (b), (c), (d), (e), (f), and (g) of paragraph 4 of this Order shall be established upon the rendering of a final judgement or conviction by a court of competent jurisdiction or by an administrative agency empowered to render such judgement. In the event an appeal taken from such judgement or conviction results in reversal thereof, the debarment shall be removed upon the request of the debarred person unless other cause for debarment exists.

(e) The existence of a cause set forth in subparagraphs (h), (i), (j), and (k) of paragraph 4 of this Order shall be established by evidence which the department or agency determines to be clear and convincing in nature.

(f) Debarment for the cause set forth in subparagraph (l) of paragraph 4 of the Order shall be proper provided that one of the causes set forth in subparagraph 4(a) through 4(k) was the basis for debarment by the original debarring agency. Such debarment may be based entirely on the record of facts obtained by the original debarring agency, or upon a combination of such facts and additional facts.

6. The rules and regulations concerning debarment required by this Order shall include in substance the following provisions regarding procedures, period of debarment and scope of debarment:

(a) A department or agency seeking to debar a person or his affiliates shall furnish such party with a written notice: (i) stating that debarment is being considered, (ii) setting forth the reasons for the proposed debarment, and (iii) indicating that such party will be accorded an opportunity for a hearing if he so requests within a stated period of time. All such hearings shall be conducted in accordance with the provisions of the Administrative Procedures Act. However, where one department or agency has imposed debarment upon a party, a second department or agency may also impose a similar debarment without according an opportunity for a hearing, provided that the second agency furnishes notice of the proposed similar debarment to that party, and accords that party an opportunity to present information in his behalf to explain why the proposed similar debarment should not be imposed in whole or in part.

(b) Debarment shall be for a reasonable, definitely stated period of time which as a general rule shall not exceed 5 years. Debarment for an additional period shall be permitted provided that notice thereof is furnished and the party is accorded an opportunity to present information in his behalf to explain why the additional period of debarment should not be imposed.

(c) Except as otherwise provided by law, a debarment may be removed or the period thereof may be reduced in the discretion of the debarbing agency upon oath, supported by documentary evidence, setting forth substantial and appropriate grounds for the granting of relief, such as newly discovered material evidence, reversal of a conviction or judgement, actual change of ownership, management or control, or the elimination of the causes for which the debarment was imposed.

(d) A debarment may include all known affiliates of a person, provided that each decision to include an affiliate is made on a case by case basis after giving due regard to all relevant facts and circumstances. The offense, failure or inadequacy of performance of an individual may be imputed to a person with whom he is affiliated, where such conduct was accomplished within the course of his official duty or was effected by him with the knowledge or approval of such person.

7. Subject to the conditions hereinafter described, the rules and regulations required by this Order shall authorize the department or agency to suspect a person in the public interest for any cause specified in paragraph 4 of this Order, or upon a reasonable suspicion that such cause exists.
8. The rules and regulations concerning suspension required by this Order shall include in substance the following conditions:

(a) Suspension shall be imposed only upon approval of the executive head of the department or agency and upon approval of the Attorney General, except as otherwise provided by law.

(b) The existence of any cause for suspension shall not require that a suspension be imposed, and a decision to suspend shall be made at the discretion of the executive head of the department and of the Attorney General, and shall be rendered in the best interests of the State.

(c) Suspension shall not be based upon unsupported accusation, but upon adequate evidence that cause exists or upon evidence adequate to create a reasonable suspicion that cause exists.

(d) In assessing whether adequate evidence exists, consideration shall be given to the amount of credible evidence which is available, to the existence or absence of corroboration as to important allegations, and to inferences which may properly be drawn from the existence or absence of affirmative facts.

(e) Reasonable suspicion of the existence of a cause described in subparagraphs (a), (b), (c), (d), (e), (f), and (g) of paragraph 4 of this Order may be established by the rendering of a final judgment or conviction by a court or administrative agency of competent jurisdiction, by grand jury indictment, or by evidence that such violations of civil or criminal law did in fact occur.

(f) A suspension invoked by an agency for any of the causes described in subparagraphs (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), and (l) of paragraph 4 of this Order may be the basis for the imposition of a concurrent suspension by another agency, which may impose such suspension without the approval of the Attorney General.

9. The rules and regulations concerning suspension required by the Order shall include in substance the following provisions regarding procedures, period of suspension and scope of suspension:

(a) A department or agency may suspend a person or his affiliates, provided that within 10 days after the effective date of the suspension, the agency provides such party with a written notice: (i) stating that a suspension has been imposed and its effective date, (ii) setting forth the reasons for the suspension to the extent that the Attorney General determines that such reasons may be properly disclosed, (iii) stating that the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue, and (iv) indicating that, if such legal proceedings are not commenced or the suspension removed within 60 days of the date of such notice, the party will be given either a statement of the reasons for the suspension and an opportunity for a hearing if he so requests, or a statement declining to give such reasons and setting forth the agency's position regarding the continuation of the suspension. Where a suspension by one agency has been the basis for suspension by another agency, the latter shall note that fact as a reason for its suspension.

(b) A suspension shall not continue beyond 18 months from its effective date unless civil or criminal action regarding the alleged violation shall have been initiated within that period, or unless debarment action has been commenced. Whenever prosecution or debarment action has been initiated, the suspension may continue until the legal proceedings are completed.

(c) A suspension may include all known affiliates of a person, provided that each decision to include an affiliate is made on a case by case basis after giving due regard to all relevant facts and circumstances. The offense, failure or inadequacy of performance of an individual may be imputed to a person with whom he is affiliated, where such conduct was accomplished within the course of his official duty or was effectuated by him with the knowledge or approval of such person.

10. The rules and regulations required by this Order shall contain such provisions as may be necessary to conform existing practices and procedures under any relevant prequalification statutes to the procedures governing debarment and suspension required herein, to the extent that such existing practices and procedures may concern the disqualification of any person from State contracting.

11. The rules and regulations required by this Order shall provide that the exclusion from State contracting by virtue of debarment, suspension or disqualification shall extend to all State contracting and subcontracting within the control or
jurisdiction of the department or agency which imposes the exclusion. However, when it is determined essential to the public interest by the head of the department or agency, and upon filing of a finding thereof with the Attorney General, an exception from total exclusion may be made with respect to a particular State contract.

12. Insofar as practicable, prior notice shall be given to the Attorney General and the Treasurer of any proposed debarment or suspension.

13. The Treasurer shall maintain a current list of the names of all persons suspended or debarred, the effective date and term if any thereof, and the agency of agencies which imposed same. Such list shall be available for public inspection.

14. Departments and agencies required by this Order to promulgate rules and regulations governing debarment and suspension are hereby authorized in connection with any proceedings thereunder to receive such information regarding the criminal conduct or criminal record of any person to the extent that such disclosure is deemed appropriate by the Attorney General, consistent with existing Federal and State law.

15. Nothing required by this Order shall be construed to limit the authority of any department or agency to refrain from contracting within the discretion allowed by law.

[seal]  Given, under my hand and seal this 29th day of March, in the year of Our Lord, one thousand nine hundred and seventy-six, of the Independence of the United States, the two hundredth.

/s/ BRENDAN BYRNE,
Governor

Attest:
John J. Degnan,
Executive Secretary to the Governor

FILE:FORMS:EXEC.REV
WHEREAS, it is essential that all persons supplying goods or services to the State of New Jersey, or performing contracts or otherwise executing public works with the assistance of and subject to the approval of the State, must meet a standard of responsibility which assures the State and its citizens that such persons will both compete and perform honestly in their dealings with the State and avoid conflicts of interest; and

WHEREAS, the New Jersey Conflicts of Interest Law prohibits State officers or employees and special State officers or employees from having any interest or engaging in any activity that is in substantial conflict with the proper discharge of their duties in the public interest or from undertaking any employment or service which might reasonably be expected to impair their objectivity or independence of judgement; and

WHEREAS, the New Jersey Conflicts of Interest Law prohibits State officers or employees and special State officers or employees from acting in their official capacity in any matter wherein they have a direct or indirect personal financial interest which might reasonably be expected to impair their objectivity or independence of judgement; and

WHEREAS, N.J.S.A. 52:34-19 provides that it shall be a misdemeanor to pay any fee, commission, compensation, gift or gratuity of any kind, directly or indirectly, to any person employed by the Department of the Treasury or to any other person in the employ of the State having any duties or responsibilities in connection with the purchase or acquisition of any property or services by the State or any agency or instrumentality thereof by or on behalf of any seller or supplier of such goods or services or other party to contract with the State; and

WHEREAS, it is essential that persons providing goods or services to, or performing contracts for, the State be fully informed of the policies of the State concerning their relationships with State officers or employees and special State officers or employees and that these policies be uniformly applied by the various agencies of the Executive Branch; and

WHEREAS, it is therefore necessary to supplement Executive Order No. 34 (1976), which provides the grounds and procedures applicable to the debarment, suspension and disqualification of State vendors, to encompass appropriate standards prohibiting conflicts of interest on the part of present and prospective State vendors;

NOW, THEREFORE, I, THOMAS H. KEAN, Governor of the State of New Jersey, by virtue of the authority vested in me by the Constitution and by the Statutes of the State, do hereby ORDER and DIRECT:

1. As used in this Order, "vendor" means any person, firm, corporation, or other entity which provides or offers or proposes to provide goods or services to or perform any contract for any State agency.

2. The executive head of each department or agency in the Executive Branch with the lawful authority to engage in State contracting shall, in accordance with the provisions of the Administrative Procedures Act, N.J.S.A. 52:14B-1 et seq., promulgate regulations supplementing those heretofore established pursuant to Executive Order No. 34 (1976) governing the causes, conditions and procedures applicable to determinations of debarment, suspension and disqualification by the department or agency to include the minimum standards hereinafter set forth. In addition to any other filing required by law to be made, each executive head shall file with the Attorney General and Treasurer a copy of such rules and regulations as may be promulgated.

3. The rules and regulations referred to in Paragraph 2 shall include the following prohibitions on vendor activities, the violation of which shall render said vendor liable to debarment in the public interest, pursuant to the procedures established by Executive Order No. 34 (1976), by any Executive department or agency:

   a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer
or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with
which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as
defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which
they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A.
52:13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any
State officer or employee or special State officer or employee from any State vendor shall be reported in writing
forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial
relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any
interest in such vendor to, any State officer or employee or special State officer or employee having any duties or
responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency
or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he
has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported
in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction
upon application of the State officer or employee or special State officer or employee upon a finding that the present or
proposed relationship does not present the potential, actuality of appearance of a conflict of interest.

d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or
employee or special State officer or employee in his official capacity in any manner which might tend to impair the
objectivity or independence of judgement of said officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or
special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or
advantages for the vendor or any other person.

f. The provisions cited above in paragraph 3a through 3e shall not be construed to prohibit a State
officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the
same terms and conditions as are offered or made available to members of the general public subject to any guidelines
the Executive Commission on Ethical Standards may promulgate under paragraph 3c.

4. The rules and regulations referred to in Paragraph 2, supra, shall require that the prohibitions set forth
Paragraph 3, supra, shall be included in all requests for proposals issued by any State department or agency and in all
contracts executed on behalf of a State department or agency, other than those of an interstate agency to which New
Jersey is a party and contracts entered into on behalf of the interstate agency.

5. Nothing required by this Order shall be construed to limit the authority of any State department or
agency to refrain from contracting within the discretion allowed by law, or to limit N.J.S.A. 52:34-19 or any other
applicable statute or regulation.

6. This Order shall take effect on the ninetieth day following its execution.

GIVEN, under my hand and seal, this 20th day of July
in the Year of Our Lord, one thousand nine hundred
and eighty-eight, and of the Independence of the
United States, the two hundred and thirteenth.

/s/ Thomas H. Kean
Governor
(seal)
Attest:

/s/ Michael R. Cole, Chief Counsel
WHEREAS, New Jersey is one of the most racially, culturally, and ethnically diverse states in the United States, and this diversity is reflected in the leaders and owners of its businesses, in the leaders and members of the labor movement, and in the employees in every segment of the workforce; and

WHEREAS, the State’s business community includes multi-national enterprises, industrial, commercial, and small business sectors; and

WHEREAS, the State’s thousands of small businesses, each with fewer than 100 employees, together generate almost 40% of the jobs in the State; and

WHEREAS, small, minority, and women-owned business enterprises have historically been underrepresented in the receipt of State contract awards; and

WHEREAS, the State’s workforce provides New Jersey’s multinational enterprises, its industrial, commercial, and small business sectors, and its public and not-for-profit sectors with highly educated, highly skilled, and highly motivated employees, who contribute to the prosperity of the State while supporting their families; and

WHEREAS, in response to the current national recession, the United States Congress enacted the American Recovery and Reinvestment Act of 2009 (ARRA), which will increase federal spending at the State and local levels by approximately $10 billion, and will fully fund certain work in the State, and partially fund other State projects; and

WHEREAS, given the recession and unemployment levels in New Jersey, it is imperative that every sector of the economy be offered the opportunity to benefit from the federal economic recovery funds and the State’s own spending; and

WHEREAS, many of the State’s businesses have significant public construction contracts and other contracts to provide goods or services to government and many others would like the opportunity to compete for these contracts to expand their businesses while serving the public; and

WHEREAS, residents of the State of New Jersey deserve a government that provides equal opportunity for all contractors to compete to submit winning bids on public contracts; and

WHEREAS, residents of the State of New Jersey, especially during these difficult economic times, deserve a government that does everything it can to expand job opportunities, particularly for men and women who are entering the workforce, who have experienced difficulties entering the workforce, or who have recently become unemployed or underemployed; and

WHEREAS, the State created an internet site, http://www.recovery.nj.gov, which outlines the allocation of New Jersey’s share of economic recovery funds under the ARRA; and

WHEREAS, to spend ARRA funds transparently and ensure that those seeking work have a fair chance to obtain ARRA-funded employment, State agencies and entities should be required to post all State and ARRA-funded jobs on the State Job Bank internet site, http://NJ.gov/JobCentralNJ, to allow New Jersey residents to identify these employment opportunities; and

WHEREAS, the State must procure its construction services, goods, and other services as efficiently as possible, with transparency in the processing, selection, and awarding of public contracts; and
WHEREAS, robust competition for public contracts ensures that the government of the State of New Jersey obtains the construction services, goods, and other services it needs to perform its vital functions with maximum cost effectiveness; and

WHEREAS, broad and sustained efforts to notify all potential bidders of opportunities to contract with government should be encouraged to promote competition for public contracts, thus benefiting the public fisc; and

WHEREAS, the State of New Jersey commissioned the State of New Jersey Construction Services Disparity Study 2000 – 2002 (October 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services, and Goods and Commodities (June 2005), and both studies documented significant disparities between the firms ready, willing, and able to do business with the State, and those firms actually awarded contracts by State departments, agencies, authorities, colleges, and universities, as a result of which this Administration created through Executive Order No. 34 (2006) the Division of Minority and Women Business Development (“Division of M/W Business Development”); and

WHEREAS, Executive Order No. 34 charged the Director of the Division of M/W Business Development with monitoring programs to increase the participation of minority and women-owned businesses in the State’s purchasing and procurement processes; and

WHEREAS, since its inception, the Division of M/W Business Development, working with the Department of the Treasury’s Office of Supplier Diversity (“OSD”), has identified strategies to increase the number of small and minority and women-owned businesses interested in and eligible to benefit from state procurement activity; and

WHEREAS, the Division of M/W Business Development and OSD have increased outreach to and expanded the ability of these businesses to fulfill bid requirements for state contracts; and

WHEREAS, the Division of Public Contracts Equal Employment Opportunity Compliance in the Department of the Treasury (Division of Contract Compliance) monitors the employment of women and minorities with businesses that contract with government in an effort to ensure that contractors and vendors make good faith efforts to hire minorities and women in accordance with targeted goals based on the United States Census’ workforce availability statistics;

NOW, THEREFORE, I, JON S. CORZINE, Governor of the State of New Jersey, by virtue of the authority vested in me by the Constitution and by the Statutes of this State, do hereby ORDER and DIRECT:

1. All members of the public should be afforded the opportunity to benefit from the federal economic recovery funds and associated state spending, and in particular, this Administration re-affirms the State’s commitment, expressed in statute and regulation, that every public contract, whether for construction services, goods, or other services, shall provide equal employment opportunity for women and minorities.

2. The Commissioners of the Departments of Community Affairs, Education, Environmental Protection, and Transportation; the President of the Board of Public Utilities; and the executive directors of the Schools Development Authority and the Economic Development Authority are directed to meet with members of the Governor’s office, the Department of the Treasury, and representatives of the United States Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) to ensure that those departments receiving the bulk of federal economic recovery funds will provide the OFCCP their complete cooperation in complying with its mandates.

3. The Division of Contract Compliance shall be the entity within the Executive Branch responsible for determining whether minorities and women have been offered a fair opportunity for employment on State contracts. Executive branch departments and agencies, independent authorities, and State colleges and universities are directed to cooperate fully with the Division of Contract Compliance’s enforcement efforts, consistent with law, and to award public contracts only to those businesses that agree to comply with equal employment opportunity and affirmative action requirements.

4. The Division of Contract Compliance shall work cooperatively with the OFCCP, including sharing its workforce data to the maximum extent permitted by law, to assist the OFCCP in its enforcement efforts.
5. When not restricted by any other State or federal law, the Division of Contract Compliance shall determine whether each of the State entities whose performance it monitors (the “Reporting Agencies” listed in Appendix A to this Order) properly allocated and released to the Department of Labor and Workforce Development, as authorized by law, one-half of one percent of the total cost of a construction contract of $1,000,000 or more, to be used by the department for the New Jersey Builders Utilization Initiative for Labor Diversity program to train minorities and women for employment in construction trades. This provision shall apply to those construction contracts where the funding for the contract consists entirely of appropriated funds or a combination of funds from appropriated funds and other sources.

6. As a result of the aforementioned significant disparities in employment of minorities and women on construction sites and within the construction trades, all construction contracts entered into and funded, in whole or in part, by the State shall include mandatory EEO/AA contract language (in the form of Appendix B to this Order) that requires contractors to make a good faith effort to recruit and employ minorities and women as required by provisions of the Administrative Code, including but not limited to N.J.A.C. 17:27-3.6 to 3.8, and 17:27-7.3 and 7.4. In addition to the language set forth in Appendix B, such construction contracts shall contain the contractual language as required by N.J.A.C. 17-27-3.6, 3.7, and 3.8. As to the portion of each contract that is State funded, the language of the contract shall provide, consistent with Appendix B, that payment may be withheld for failure of the contractor to demonstrate to the satisfaction of the Reporting Agency that the required good faith effort was made. Failure of a contractor to satisfy the good faith effort requirement of its contract may also subject it to assessments imposed pursuant to findings of the Division of Contract Compliance in the Department of the Treasury, in accordance with N.J.A.C. 17:27-10.

7. Except as described in subparagraphs (a) and (b) of this paragraph, each Executive Branch agency that is a recipient of federal economic recovery funds pursuant to ARRA shall include in any contract, grant, or agreement funded in whole or in part with ARRA funds a clause requiring subrecipients, contractors, subcontractors, local education agencies, and vendors to post all job openings created pursuant to the contract, grant, or agreement on the State’s Job Bank at least 14 days before hiring is to commence. The clause shall state: “Since the funds supporting this contract, grant, or agreement are provided through the American Recovery and Reinvestment Act of 2009 (ARRA), the subrecipient, contractor, subcontractor, local education agency, or vendor will post any jobs that it creates or seeks to fill as a result of this contract, grant, or agreement. The subrecipient, contractor, subcontractor, local education agency, or vendor will post jobs to the New Jersey State Job Bank by submitting a job order using the form available at http://NJ.gov/JobCentralNJ, notwithstanding any other posting the subrecipient, contractor, subcontractor, local education agency, or vendor might make. Any advertisements posted by the subrecipient, contractor, subcontractor, local education agency, or vendor for positions pursuant to this contract, grant, or agreement must indicate that the position is funded with ARRA funds.”

a. Posting shall not be required where the employer intends to fill the job opening with a present employee, a laid-off former employee, or a job candidate from a previous recruitment, where pre-existing, legally binding collective bargaining agreements provide otherwise, or where an exception has been granted to the Reporting Agency by the Department of Labor and Workforce Development.

b. Nothing in this Order shall be interpreted to require the employment of apprentices if such employment may result in the displacement of journey workers employed by any employer, contractor or subcontractor.

8. All local government entities and local education agencies that have received or will receive directly from a federal agency federal economic recovery funds are strongly encouraged to require their contractors and subcontractors to post job openings on the State’s Job Bank at least 14 days before hiring is to commence. Moreover, all New Jersey employers that enter into contracts funded with ARRA funds received by a local government entity or a local education agency directly from a federal agency are likewise strongly encouraged to post job openings created pursuant to the ARRA.

9. The Division of M/W Business Development shall send to the Reporting Agencies the contractual language set forth in Appendix C of this Order. Provisions of this contractual language have been shown to have a significant impact on (a) increasing the number of small and minority and women-owned businesses aware of contracting opportunities with the State and (b) increasing the number of such businesses competing for contracts with the State or subcontracts with entities contracting with the State. The Division of M/W Business Development shall work with each Reporting Agency to ensure the reporting of and ensure compliance with contract-specific contracting and subcontracting goals for the Reporting Agency that are consistent with the availability percentages set forth in Appendix D. These goals should
incorporate good faith effort requirements and should be adjusted annually, consistent with the availability of minority and women-owned businesses for which significant disparities in utilization have been demonstrated in each business category.

10. Each Reporting Agency shall:

a. Inform the Division of M/W Business Development of contracting opportunities at the same time that it advertises or otherwise posts public notices of such opportunities, via consistent and timely upload of all-inclusive information to the bid opportunities database services managed by the Division of M/W Business Development. All pre-bid requirements shall be prominently advertised at the time of uploading to the Division of M/W Business Development databases;

b. Actively and regularly use the databases and other on-line services managed and operated by the Division of M/W Business Development to identify additional potential bidders. Because these databases and on-line services identify minority and women-owned businesses known to and registered or certified with the Division of M/W Business Development, the ongoing use of these resources by buyers, procurement agents, and other purchasing staff shall be closely monitored by the Reporting Agency’s senior management;

c. Contact the businesses identified in the Division of M/W Business Development’s databases and on-line services to provide them with notice of the contracting opportunities available through the Reporting Agency; and

d. Report to the Division of M/W Business Development all payments and awards prime contractors have issued to subcontractors, identifying payments and awards to minority and women-owned businesses on at least a quarterly basis.

11. To the maximum extent practicable, and when not restricted by any other State or federal law, each Reporting Agency shall incorporate the substance of the contractual language set forth in Appendix C into its contracts, while continuing to follow the particular State and federal laws and regulations governing its contracting and procurement practices.

12. Each Reporting Agency shall, where substitution of subcontractors or sub-consultants is permitted, promulgate policies governing the circumstances under which contractors or consultants may substitute subcontractors or sub-consultants named in bid proposals or otherwise identified as small or women or minority-owned business subcontractors, sub-consultants, or vendors (“Substitution Policies”). The Substitution Policies shall provide that:

a. The contractor or consultant must notify and obtain approval from a small or women or minority-owned business subcontractor, sub-consultant, or vendor (“SMWBE contractor”) before including that contractor in a bid proposal or similar contract-related submission;

b. The contractor or consultant must notify and obtain authorization from the Reporting Agency before it substitutes a SMWBE contractor named in a bid proposal or other contract-related submission; and

c. If the substitution is approved, the contractor or consultant shall make a good faith effort to utilize another SMWBE contractor in place of the previous SMWBE contractor.

13. Each Reporting Agency shall report to the Division of M/W Business Development when it has incorporated the language set forth in Appendix C in its contracts. It shall also report to the Division of M/W Business Development when it has adopted its Substitution Policy, where such policy is permitted. The Division of M/W Business Development shall report on the number of Reporting Agencies that have modified their contracts and adopted a Substitution Policy at three month intervals until all of the Reporting Agencies have completed incorporation of the contractual language set forth in Appendix C and, where legally permitted, adoption of the Substitution Policy.

14. Nothing in this Order shall modify existing law, state or federal, or authorize a Reporting Agency to amend, modify, or otherwise alter pre-existing legal obligations. Further, this Order shall be interpreted consistently with the ARRA, and the federal regulations and guidelines governing its implementation, and in the event of a conflict between this Order and federal law governing ARRA, the Order shall be interpreted to comply with federal law.
15. Within 90 days of the date of this Order, the Division of M/W Business Development shall prepare a Contracting Guide identifying the management practices that have the greatest success in: (a) increasing the number of small and minority and women-owned businesses made aware of contracting opportunities with the State; and (b) increasing the number of such businesses competing for contracts with the state or subcontracts with entities contracting with the state. As soon as practicable thereafter, the Division of M/W Business Development shall distribute the Contracting Guide to the Reporting Agencies.

16. As soon as practicable after its receipt of the Contracting Guide, each Reporting Agency shall implement those provisions that it views as most likely to have the greatest impact in increasing contracting opportunities for small and minority and women-owned businesses.

17. Within one year and ninety days of the effective date of this Order, the Division of M/W Business Development and the Division of Contract Compliance shall each prepare a report describing the Reporting Agencies’ implementation of this Order. The Division of M/W Business Development and the Division of Contract Compliance each shall prepare a second report within one year of issuing its first report.

18. The Department of Labor and Workforce Development shall work together with all other Reporting Agencies that will receive ARRA funding and with the representatives of the United States Environmental Protection Agency, the Federal Departments of Labor, Energy, Transportation, and Housing and Urban Development, and any other federal agencies distributing ARRA funds to:

   a. Coordinate with labor unions that will aggressively recruit minorities and women for apprenticeships and training opportunities;

   b. Increase outreach to and enrollment of minorities and women in apprenticeship, training, and related programs; and

   c. Ensure that, to the greatest extent possible under the law, minorities and women apprentices and trainees are working on State and ARRA-funded work sites.

19. The Department of the Treasury and other departments, agencies, and independent authorities shall, consistent with law, take steps to increase their engagement of small, minority, or women-owned or controlled banks and credit unions to meet their financial services needs.

20. This Order shall take effect immediately.

GIVEN, under my hand and seal this 28th day of August Two Thousand and Nine, and of the Independence of the United States, the Two Hundred and Thirty-Fourth.

/s/ Jon S. Corzine

Governor
[seal]

Attest:

/s/ Kay Walcott-Henderson

First Assistant Chief Counsel
APPENDIX A

LIST OF REPORTING AGENCIES

<table>
<thead>
<tr>
<th>Agency Name</th>
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<tr>
<td>Board of Public Utility Commissioners</td>
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<td>Casino Control Commission</td>
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<td>Casino Reinvestment Development Authority</td>
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<td>Commission on Higher Education</td>
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<td>Commission on Science &amp; Technology</td>
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<td>Council on Affordable Housing</td>
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<td>Department of Agriculture</td>
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<td>Department of Military &amp; Veterans’ Affairs</td>
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<td>Department of Banking &amp; Insurance</td>
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<td>Department of Children &amp; Families</td>
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<td>Department of Community Affairs</td>
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<td>Department of Corrections</td>
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<td>Department of Education</td>
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<td>Department of Environmental Protection</td>
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<td>Department of Health and Senior Services</td>
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<td>Department of Human Services</td>
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<td>Department of Labor and Workforce Development</td>
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<td>Department of Law &amp; Public Safety</td>
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<td>Department of Public Advocate</td>
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<td>Department of State</td>
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<td>Department of Transportation</td>
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<td>Department of the Treasury</td>
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<td>Division of Property Management and Construction</td>
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<td>Election Law Enforcement Commission</td>
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<td>Fort Monmouth Economic Revitalization Planning Authority</td>
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<td>Garden State Preservation Trust</td>
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<td>Higher Education Student Assistance Authority</td>
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<td>Kean University</td>
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<td>Legalized Games of Chance Control Commission</td>
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<td>Montclair State University</td>
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<td>Motion Picture Commission</td>
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<td>Motor Vehicle Commission</td>
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<td>New Jersey City University</td>
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<td>New Jersey Cultural Trust</td>
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<td>New Jersey Institute of Technology</td>
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<td>New Jersey Transit</td>
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<td>NJ Building Authority</td>
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<td>NJ Economic Development Authority</td>
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<td>NJ Educational Facilities Authority</td>
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<td>NJ Environmental Infrastructure Trust</td>
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<td>NJ Health Care Facilities Financing Authority</td>
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<td>NJ Highlands Council</td>
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<td>NJ Housing &amp; Mortgage Finance Agency</td>
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<td>NJ Maritime Pilot and Docking Pilot Commission</td>
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<td>NJ Meadowlands Commission</td>
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<td>NJ Pinelands Commission</td>
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<td>NJ Public Television &amp; Radio (NJN) NJ Racing Commission NJ Redevelopment Authority</td>
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<td>NJ Schools Development Authority</td>
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<td>NJ Sports &amp; Exposition Authority</td>
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<td>NJ State Museum</td>
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<td>NJ Water Supply Authority</td>
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It is the policy of the [Reporting Agency] that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the [Reporting Agency] to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the [Reporting Agency]’s satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the [Reporting Agency]’s contract with the contractor. Payment may be withheld from a contractor’s contract for failure to comply with these provisions.

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

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at http://NJ.gov/JobCentralNJ.

2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women.

3. The Contractor shall actively solicit and shall provide the [Reporting Agency] with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

4. The Contractor shall provide evidence of efforts described at 2 above to the [Reporting Agency] no less frequently than once every 12 months.

5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.
APPENDIX C

It is the policy of the [Reporting Agency] that small businesses (each a “small business enterprise” or “SBE”), as determined and defined by the State of New Jersey, Division of Minority and Women Business Development (“Division”) and the New Jersey Department of the Treasury (“Treasury”) in N.J.A.C. 17:14 et seq. or other application regulation, should have the opportunity to participate in [Reporting Agency] Contracts.

To the extent the Firm engages subcontractors or sub-consultants to perform Services for the [Reporting Agency] pursuant to this Contract, the Firm must demonstrate to the [Reporting Agency]’s satisfaction that a good faith effort was made to utilize subcontractors and sub-consultants who are registered with the Division as SBEs. Furthermore, the Reporting Agency shall be evaluated quarterly by the Division, based on its attainment of the Participation Goals set forth in the State of New Jersey Construction Services Disparity Study (October 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services, and Goods and Commodities (June, 2005). (These participation goals are set forth below.)

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

1. The Firm shall request listings of SBEs from the Division (609) 292-2146 and/or the [Reporting Agency] and attempt to contact same.

2. The Firm shall keep specific records of its efforts, including records of all requests made to the Division, the names of SBEs contacted, and the means and results of such contacts, including without limitation receipts from certified mail and telephone records. 3. The Firm shall actively solicit and shall provide the [Reporting Agency] with proof of solicitations of SBEs for the provision of Services, including advertisements in general circulation media, professional service publications and small business, minority-owned business or women-owned business focus media.

4. The Firm shall provide evidence of efforts made to identify categories of Services capable of being performed by SBEs.

5. The Firm shall provide all potential subcontractors and sub-consultants that the Firm has contacted pursuant to 2 or 3 above with detailed information regarding the scope of work of the subject contract.

6. The Firm shall provide evidence of efforts made to use the goods and/or services of available community organizations, consultant groups, and local, State, and federal agencies that provide assistance in the recruitment and placement of SBEs.

Furthermore, the Firm shall submit proof of its subcontractors’ and/or sub-consultants’ SBE registrations on the form attached as Exhibit __, and shall complete such other forms as may be required by the [Reporting Agency] for State reporting as to participation.

Participation Goals

1. Construction Services Contracts/Subcontracts (including new construction and renovations, except routine building maintenance; residential and non-residential building construction; heavy construction, such as streets, roads and bridges; and special trade construction, such as fencing, HVAC, paving and electrical).

(a) State Agencies/Authorities/Commissions

African Americans -- 6.3%
Asian Americans -- 4.34%

(b) State Colleges and Universities
2. Construction-Related Services Contracts/Subcontracts (including design services, such as architectural, engineering and construction management services, that are performed as part of a construction project).

State Colleges and Universities

African Americans -- 4.51%
Asian Americans -- 7.11%
Hispanics -- 4.09%

3. Professional Services (with the exception of those professional services deemed to be construction-related, all services that are of a professional nature and requiring special licensing, education degrees and/or very highly specialized expertise, including accounting and financial services, advertising services, laboratory testing services; legal services; management consulting services; technical services and training).

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 2.47%
Asian Americans -- 1.47%
Hispanics -- 1.1%
Native Americans -- 0.07%
Caucasian Females -- 3.74%

4. Other Services (any service that is labor-intensive and neither professional nor construction-related, including, but not limited to equipment rental; janitorial and maintenance services; landfill services; laundry and dry cleaning; maintenance and repairs; printing; real property services; security services; special department supplies; subsidy, care and support; telecommunications; and temporary help).

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 1.22%
Asian Americans -- 0.85%
Hispanics -- 0.67%
Native Americans -- 0.05%
Caucasian Females -- 1.96%

5. Goods and Commodities (equipment and consumable items purchased in bulk, or a deliverable product including, but not limited to automobiles and equipment; chemicals and laboratory supplies, construction materials and supplies; equipment parts and supplies; fuels and lubricants; janitorial and cleaning supplies; office equipment; office supplies; radio equipment; special department supplies; technical supplies; tires and tubes; traffic signals; and uniforms).

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 2.71%
Asian Americans -- 1.74%
Hispanics -- 1.32%
Native Americans -- 0.10%
Caucasian Females -- 4.45%
Appendix D

Consistent with the findings of the State of New Jersey Construction Services Disparity Study (October 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services, and Goods and Commodities (June 13, 2005), each Reporting Agency should aspire to allocate a portion of its total contracting dollars in accordance with the following goals.

1. Construction Services Contracts/Subcontracts (including new construction and renovations, except routine building maintenance; residential and non-residential building construction; heavy construction, such as streets, roads and bridges; and special trade construction, such as fencing, HVAC, paving and electrical).

(c) State Agencies/Authorities/Commissions

African Americans -- 6.3%
Asian Americans -- 4.34%

(d) State Colleges and Universities

African Americans -- 6.3%
Asian Americans -- 4.34%
Caucasian Females -- 12.67%

2. Construction-Related Services Contracts/Subcontracts (including design services, such as architectural, engineering and construction management services, that are performed as part of a construction project).

State Colleges and Universities

African Americans -- 4.51%
Asian Americans -- 7.11%
Hispanics -- 4.09%

2. Professional Services (with the exception of those professional services deemed to be construction-related, all services that are of a professional nature and requiring special licensing, education degrees and/or very highly specialized expertise, including accounting and financial services, advertising services, laboratory testing services; legal services; management consulting services; technical services and training).

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 2.47%
Asian Americans -- 1.47%
Hispanics -- 1.1%
Native Americans -- 0.07%
Caucasian Females -- 3.74%

3. Other Services (any service that is labor-intensive and neither professional nor construction-related, including, but not limited to equipment rental; janitorial and maintenance services; landfill services; laundry and dry cleaning; maintenance and repairs; printing; real property services; security services; special department supplies; subsidy, care and support; telecommunications; and temporary help).

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 1.22%
Asian Americans -- 0.85%
Hispanics -- 0.67%
Native Americans -- 0.05%
Caucasian Females -- 1.96%

4. Goods and Commodities (equipment and consumable items purchased in bulk, or a deliverable product including, but not limited to automobiles and equipment; chemicals and laboratory supplies, construction materials and supplies; equipment parts and supplies; fuels and lubricants; janitorial and cleaning supplies; office equipment; office supplies; radio equipment; special department supplies; technical supplies; tires and tubes; traffic signals; and uniforms).

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 2.71%
Asian Americans -- 1.74%
Hispanics -- 1.32%
Native Americans -- 0.10%
Caucasian Females -- 4.45%

GIVEN, under my hand and seal this 28th day of August Two Thousand and Nine, and of the Independence of the United States, the Two Hundred and Thirty-Fourth.

/s/ Jon S. Corzine
Governor

[seal]

Attest:

/s/ Kay Walcott-Henderson
First Assistant Chief Counsel
Public Law 2005, Chapter 51
Effective October 15, 2004

To be eligible for an award, a vendor must comply with the requirements of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134 (2004)).

CHAPTER 51


BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

C.19:44A-20.13 Findings, declarations relative to certain campaign contributions by business entities.
1. The Legislature finds and declares that:
   In our representative form of government, it is essential that individuals who are elected to public office have the trust, respect and confidence of the citizenry; and
   All individuals, businesses, associations, and other persons have a right to participate fully in the political process of New Jersey, including making and soliciting contributions to candidates, political parties and holders of public office; and
   When a person or business interest makes or solicits major contributions to obtain a contract awarded by a government agency or independent authority, this constitutes a violation of the public's trust in government and raises legitimate public concerns about whether the contract has been awarded on the basis of merit; and
   The growing infusion of funds donated by business entities into the political process at all levels of government has generated widespread cynicism among the public that special interest groups are "buying" favors from elected officeholders; and
   For the purposes of protecting the integrity of government contractual decisions and of improving the public's confidence in government, it is a compelling interest of this State to prohibit awarding government contracts to business entities which are also contributors to candidates, political parties and the holders of public office; and
   There exists the perception that campaign contributions are often made to a State or county political party committee by an individual or business seeking favor with State elected officials, with the understanding that the money given to such a committee will be transmitted to other committees in other parts of the State, or is otherwise intended to circumvent legal restrictions on the making of political contributions or gifts directly to elected State officials, thus again making elected State officials beholden to those contributors; and
   County political party committees, through their powers of endorsement, fundraising, ballot slogan or party line designation, and other means, exert significant influence over the gubernatorial primary and general election process; and
   Although the right of individuals and businesses to make campaign contributions is unequivocal, that right may be limited, even abrogated, when such contributions promote the actuality or appearance of public corruption; and
   It is essential that the public have confidence that the selection of State contractors is based on merit and it is essential that the public have trust in the processes by which taxpayer dollars are spent; and
   It has long been the public policy of this State to secure for the taxpayers the benefits of competition, to promote the public good by promoting the honesty and integrity of bidders for public contracts and the system, and to guard against favoritism, improvidence, extravagance and corruption in order to benefit the taxpayers; and
In the procurement process, our public policy grants to the State broad discretion, taking into consideration all factors, to award a contract to a bidder whose proposal will be most advantageous to the State; and

The operations of the State government must be effectively and fairly managed to ensure public order and prosperity, and malfeasance, in whatever form it may take, must be confronted and uprooted; and

The Legislature must safeguard the integrity of State government procurement by imposing restrictions on State agencies and independent authorities to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof.

C.19:44A-20.14 Contributors, certain, ineligibility to enter into agreement with the State or its authorities.
2. The State or any of its purchasing agents or agencies or those of its independent authorities, as the case may be, shall not enter into an agreement or otherwise contract to procure from any business entity services or any material, supplies or equipment, or to acquire, sell, or lease any land or building, where the value of the transaction exceeds $17,500, if that business entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee or election fund of any candidate or holder of the public office of Governor, or to any State or county political party committee: (i) within the eighteen months immediately preceding the commencement of negotiations for the contract or agreement; (ii) during the term of office of a Governor, in the case of contributions to a candidate committee or election fund of the holder of that office, or to any State or county political party committee of a political party nominating such Governor in the last gubernatorial election preceding the commencement of such term; or (iii) within the eighteen months immediately preceding the last day of the term of office of Governor, in which case such prohibition shall continue through the end of the next immediately following term of the office of Governor, in the case of contributions to a candidate committee or election fund of the holder of that office, or to any State or county political party committee of a political party nominating such Governor in the last gubernatorial election preceding the commencement of the latter term.

C.19:44A-20.15 Certain contributions prohibited by certain contractors of the State or its authorities.
3. No business entity which agrees to any contract or agreement with the State or any department or agency thereof or its independent authorities either for the rendition of services or furnishing of any material, supplies or equipment or for the acquisition, sale, or lease of any land or building, if the value of the transaction exceeds $17,500, shall knowingly solicit or make any contribution of money, or pledge of a contribution, including in-kind contributions, to a candidate committee or election fund of any candidate or holder of the public office of Governor or to any State or county political party committee prior to the completion of the contract or agreement.

C.19:44A-20.16 "Contribution" defined.
4. For the purposes of this act, a "contribution" means a contribution reportable by the recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act," P.L.1973, c.83 (C.19:44A-1 et seq.) made on or after the effective date of this act.

C.19:44A-20.17 "Business entity" defined.
5. For the purposes of this act, a "business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or any other state or foreign jurisdiction. The definition of a business entity includes: (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing therewith, are also included within this definition.

C.19:44A-20.18 Report of contributions by business entities as part of State procurement process.
6. Prior to awarding any contract or agreement to procure services or any material, supplies or equipment from, or for the acquisition, sale, or lease of any land or building from or to, any business entity, the State or any of its purchasing agents or agencies, as the case may be, shall require, as part of the procurement process, the business entity to report all contributions the business entity made during the preceding four years to any political organization organized under section 527 of the Internal Revenue Code that also meets the definition of a
"continuing political committee" within the meaning of section 3 of P.L.1973, c.83 (C.19:44A-3). Such reporting shall be made in a manner and form to be developed by the State Treasurer with the advice of the New Jersey Election Law Enforcement Commission, which agencies shall promulgate regulations to effect and implement this disclosure obligation. Such reports shall be subject to review by the State Treasurer. If the State Treasurer determines that any such contribution, or any other act that would constitute a breach of contract pursuant to section 9 of this act, poses a conflict of interest in the awarding of any contract or agreement, the State Treasurer shall disqualify such business entity from bidding on or being awarded such contract or agreement.

C.19:44A-20.19 Written certification by business entities relative to contributions.
7. Prior to awarding any contract or agreement to procure services or any material, supplies or equipment from, or for the acquisition, sale, or lease of any land or building from or to, any business entity, the State or any of its purchasing agents or agencies or independent authorities, as the case may be, shall require the business entity to provide a written certification that it has not made a contribution that would bar the award of the contract pursuant to this act. The business entity shall have a continuing duty to report any contribution it makes during the term of the contract. Such reports shall be subject to review by the State Treasurer. If the State Treasurer determines that any such contribution poses a conflict of interest, such contribution shall be deemed a material breach of such contract or agreement.

C.19:44A-20.20 Request for reimbursement of contribution.
8. If a business entity inadvertently makes a contribution that would otherwise bar it from receiving a contract or makes a contribution during the term of a contract in violation of this act, the entity may request a full reimbursement from the recipient and, if such reimbursement is received within 30 days after the date on which the contribution was made, the business entity would again be eligible to receive a contract or would no longer be in violation, as appropriate. It shall be presumed that contributions made within 60 days of a gubernatorial primary or general election were not made inadvertently.

9. It shall be a breach of the terms of the government contract for a business entity to: (i) make or solicit a contribution in violation of this act; (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee of any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of this act; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange or contributions to circumvent the intent of this act, or (viii) directly or indirectly, through or by any other person or means, do any act which would subject that entity to the restrictions of this act.

10. This act shall not prohibit the awarding of a contract when the public exigency requires the immediate delivery of goods or performance of services as determined by the State Treasurer.

C.19:44A-20.23 Applicability of act to State agencies and authorities.
11. This act shall apply to all State agencies including any of the principal departments in the Executive Branch, and any division, board, bureau, office, commission or other instrumentality within or created by such department and any independent State authority, board, commission, instrumentality or agency.

C.19:44A-20.24 Contract, bid applications and specs to describe requirements of act.
12. Every contract and bid application and specifications promulgated in connection therewith covered by this act shall contain a provision describing the requirements of this act and a statement that compliance with this act shall be a material term and condition of said contract or bid application and binding upon the parties thereto upon the entry of all applicable contracts.

C.19:44A-20.25 Inapplicability of act under federal law or eminent domain.
13. The provisions of sections 1 through 12 of this act, P.L.2005, c.51, shall not: a. apply in circumstances when it is determined by the federal government or a court of competent jurisdiction that its application would violate federal law or regulation; or b. prevent the State, its executive departments, agencies or independent authorities from complying with all of the requirements, conditions and obligations of the "Eminent Domain Act of 1971," P.L.1971, c.361 (C.20:3-1 et seq.), as amended and supplemented.

14. Section 6 of P.L.2004, c.19 (C.19:44A-20.7) is amended to read as follows:
C.19:44A-20.7 Definitions relative to certain campaign contributions.
6. As used in sections 2 through 12 of this act:
"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;
"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;
"fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. The decision of a public entity as to what constitutes a fair and open process shall be final.
"State agency in the Legislative Branch" means the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch.

15. Section 7 of P.L.2004, c.19 (C.19:44A-20.8) is amended to read as follows:
C.19:44A-20.8 Business entity to provide written certification, ELEC reports.
7. a. Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county, or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.
b. A business entity shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of this act that are made during the duration of a contract.

Repealer.


Superseder.


18. Sections 14, 15 and 16 shall take effect on the original effective date of P.L.2004, c.19 P.L. 2005, CHAPTER 51 5 (C.19:44A-20.2 et seq.), and the remainder of this act shall take effect immediately and shall be retroactive to October 15, 2004 and shall apply to contributions made and contracts awarded on or after October 15, 2004.

Approved March 22, 2005.
NOTICE

TO ALL PUBLIC WORKS EMPLOYERS:

Please be advised that effective February 18, 1992 Regulation N.J.A.C. 12:60-2.1 and 6.1 of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. requires that all public works employers shall submit a certified payroll record to the public body or lessor which contracted for the public work project each payroll period within ten (10) days of the payment of wages. The public body shall receive, file and make available for inspection during normal business hours the certified payroll records.

A copy of the certified payroll form may be obtained by contacting the New Jersey Department of Labor and Workforce Development, Division of Wages and Hour Compliance, Public Contracts Section, 1 John Fitch Plaza, P.O. Box 110, Trenton, NJ 08625-0110, telephone (609) 292-2259.

rev (7-02)
The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) requires that the Department of Labor and Workforce Development establish and enforce a prevailing wage level for workers engaged in public works in order to safeguard their efficiency and general well being and to protect them as well as their employers from the effects of serious and unfair competition.

Prevailing wage rates are wage and fringe benefit rates based on the collective bargaining agreements established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed.

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

**Prevailing Wage Rate**

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

\[
\begin{align*}
W &= \text{Wage Rate per Hour} \\
B &= \text{Fringe Benefit Rate per Hour}^* \\
T &= \text{Total Rate per Hour}
\end{align*}
\]

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

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

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

**Apprentice Rate Schedule**

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

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

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

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

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

Public Works Contractor Registration

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

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

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

Snow Plowing

Snow plowing contracts are not subject to the New Jersey Prevailing Wage Act or the Public Works Contractor Registration Act.
Craft: Air Conditioning & Refrigeration - Service and Repair

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th></th>
<th>04/05/12</th>
<th>03/01/13</th>
<th>03/01/14</th>
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<td>W34.03</td>
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<td></td>
<td>B18.29</td>
<td>B18.79</td>
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<td>T54.32</td>
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Expiration Date: 02/28/2015

Craft: Air Conditioning & Refrigeration - Service and Repair

APPRENTICE RATE SCHEDULE

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<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
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</thead>
<tbody>
<tr>
<td>As Shown</td>
<td>Mo. 1-3 Mo. 4-12 2nd Year 3rd Year 4th Year 5th Year</td>
</tr>
<tr>
<td>Wage and Benefit</td>
<td>50% 55% 60% 65% 75% 85%</td>
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Ratio of Apprentices to Journeymen - 1:4

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

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<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
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</thead>
<tbody>
<tr>
<td>As Shown</td>
<td>1st Year 2nd Year 3rd Year 4th Year 5th Year</td>
</tr>
<tr>
<td>Wage and Benefit</td>
<td>40% 50% 60% 70% 80%</td>
</tr>
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</table>

Craft: Air Conditioning & Refrigeration - Service and Repair

COMMENTS/NOTES

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

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

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

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

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

Craft: Boilermaker

### PREVAILING WAGE RATE

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
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<tbody>
<tr>
<td>02/19/13</td>
<td>Foreman</td>
<td>W44.67</td>
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<tr>
<td></td>
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<td></td>
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<td>T80.94</td>
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<td>Journeyman</td>
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<td>W40.67</td>
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Expiration Date: 12/31/2013

Craft: Boilermaker

### APPRENTICE RATE SCHEDULE

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<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
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</thead>
<tbody>
<tr>
<td>1000 Hours</td>
<td>65%  70%  75%  80%  85%  90%  95%</td>
</tr>
<tr>
<td>Benefit</td>
<td>29.11 29.92 30.73 31.53 32.34 33.15 33.94</td>
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</table>

Ratio of Apprentices to Journeymen - *

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

Craft: Boilermaker

### COMMENTS/NOTES

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

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

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

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

**PREVAILING WAGE RATE**

<table>
<thead>
<tr>
<th>Date</th>
<th>Mechanic</th>
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<th>B</th>
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<tr>
<td>02/19/13</td>
<td>W27.27</td>
<td>B15.82</td>
<td>T43.09</td>
<td></td>
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</tbody>
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Expiration Date: 12/31/2013

Craft: Boilermaker - Minor Repairs

**COMMENTS/NOTES**

NOTE: These rates apply to MINOR REPAIR WORK ONLY (repair work in the field for which the contract amount does not exceed $20,000.00).

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

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

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
</tr>
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<tbody>
<tr>
<td>11/01/12</td>
<td></td>
</tr>
<tr>
<td>Deputy Foreman</td>
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<tr>
<td>B27.32</td>
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<td>B27.32</td>
<td>T71.57</td>
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<tr>
<td>Journeyman</td>
<td>W38.25</td>
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<tr>
<td>B27.32</td>
<td>T65.57</td>
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Expiration Date: 10/31/2013

Craft: Bricklayer, Stone Mason

APPRENTICE RATE SCHEDULE

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<th>INTERVAL</th>
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</thead>
<tbody>
<tr>
<td>6 Months</td>
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<tr>
<td>40%</td>
<td>3.72</td>
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<tr>
<td>50%</td>
<td>4.65</td>
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<td>55%</td>
<td>5.12</td>
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<td>75%</td>
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<td>80%</td>
<td>21.68</td>
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Ratio of Apprentices to Journeymen - 1:5

Craft: Bricklayer, Stone Mason

COMMENTS/NOTES

The regular workday shall consist of 8 hours, between 7:00 AM and 4:30 PM.

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

OVERTIME:
- The first 2 hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and the first 2 hours on Saturdays, shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime, including hours in excess of 2 on Saturdays, shall be paid at time and one-half of the second shift rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Saturday may be used as a make-up day for hours lost due to inclement weather, provided 24 hours or more hours are worked during the course of the week, Monday through Friday.
- When Bricklayers/Stone Masons work on Saturday with laborers, and no other crafts are working on the project for the day, benefits may be paid at straight time. If other crafts are present, the applicable overtime rate for benefits shall be paid.

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

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
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Expiration Date: 04/30/2013

Craft: Carpenter  

APPRENTICE RATE SCHEDULE

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<tr>
<td>6 Months</td>
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<tr>
<td>Benefit</td>
<td>56% of Apprentice Wage Rate for all intervals</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:4

Craft: Carpenter  

COMMENTS/NOTES

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

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

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

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


2/28/2013
Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.
Craft: Carpenter - Resilient Flooring

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate 1</th>
<th>Rate 2</th>
<th>Rate 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/01/12</td>
<td>W47.71</td>
<td>B26.71</td>
<td>T74.42</td>
</tr>
</tbody>
</table>

Foreman

Journeyman

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate 1</th>
<th>Rate 2</th>
<th>Rate 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/01/12</td>
<td>W41.49</td>
<td>B23.24</td>
<td>T64.73</td>
</tr>
</tbody>
</table>

Expiration Date: 04/30/2013

Craft: Carpenter - Resilient Flooring

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 Months</td>
<td>40% 45% 50% 55% 60% 65% 70% 75% 85% 95%</td>
</tr>
</tbody>
</table>

Benefit 56% of Apprentice Wage Rate for all intervals

Ratio of Apprentices to Journeymen - *

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

Craft: Carpenter - Resilient Flooring

COMMENTS/NOTES

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

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

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

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

Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.
<table>
<thead>
<tr>
<th>Craft</th>
<th>PREVAILING WAGE RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement Mason</td>
<td></td>
</tr>
</tbody>
</table>

See "Bricklayer, Stone Mason" Rates

Expiration Date:

<table>
<thead>
<tr>
<th>Craft</th>
<th>COMMENTS/NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement Mason</td>
<td></td>
</tr>
</tbody>
</table>

***See "Bricklayer, Stone Mason" Rates***
Craft: Diver  PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th></th>
<th>12/06/12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diver</td>
<td>W52.61</td>
</tr>
<tr>
<td></td>
<td>B39.30</td>
</tr>
<tr>
<td></td>
<td>T91.91</td>
</tr>
<tr>
<td>Tender</td>
<td>W40.65</td>
</tr>
<tr>
<td></td>
<td>B39.30</td>
</tr>
<tr>
<td></td>
<td>T79.95</td>
</tr>
</tbody>
</table>

Expiration Date: 04/30/2013

Craft: Diver  COMMENTS/NOTES

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

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

AIR DIVES:                                             MIXED GAS DIVES:
0-59 feet: No additional wage                       0-74 feet: No additional wage
60-74 feet: + $0.25 per foot                        75-125 feet: + $0.78 per foot
5-125 feet: + $0.78 per foot                       126-200 feet: + $1.60 per foot
126-200 feet: + $1.60 per foot

PENETRATION DIVES:
126-200 feet: + $1.00 per foot
201-275 feet: + $1.25 per foot
276-350 feet: + $1.50 per foot
351-425 feet: + $2.00 per foot

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

Craft: Dockbuilder

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th>Date: 12/06/12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>W47.00</td>
</tr>
<tr>
<td>B39.30</td>
</tr>
<tr>
<td>T86.30</td>
</tr>
<tr>
<td>Foreman</td>
</tr>
<tr>
<td>(Concrete Form Work)</td>
</tr>
<tr>
<td>W47.00</td>
</tr>
<tr>
<td>B31.46</td>
</tr>
<tr>
<td>T78.46</td>
</tr>
<tr>
<td>Journeyman</td>
</tr>
<tr>
<td>W40.87</td>
</tr>
<tr>
<td>B39.30</td>
</tr>
<tr>
<td>T80.17</td>
</tr>
<tr>
<td>Journeyman</td>
</tr>
<tr>
<td>(Concrete Form Work)</td>
</tr>
<tr>
<td>W40.87</td>
</tr>
<tr>
<td>B31.46</td>
</tr>
<tr>
<td>T72.33</td>
</tr>
</tbody>
</table>

Expiration Date: 04/30/2013

Craft: Dockbuilder

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yearly</td>
<td>16.35 20.43 26.56 32.70</td>
</tr>
<tr>
<td>Benefit</td>
<td>26.42 for all intervals Concrete Form Work only - Benefit= 20.90 all intervals</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - *

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

Craft: Dockbuilder

COMMENTS/NOTES

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

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

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

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

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

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

Craft: Drywall Finisher

## PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th>Date: 11/13/12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
</tr>
<tr>
<td>W41.13</td>
</tr>
<tr>
<td>B20.66</td>
</tr>
<tr>
<td>T61.79</td>
</tr>
<tr>
<td>General Foreman</td>
</tr>
<tr>
<td>W43.00</td>
</tr>
<tr>
<td>B20.88</td>
</tr>
<tr>
<td>T63.88</td>
</tr>
<tr>
<td>Journeyman</td>
</tr>
<tr>
<td>W37.39</td>
</tr>
<tr>
<td>B20.21</td>
</tr>
<tr>
<td>T57.60</td>
</tr>
</tbody>
</table>

Expiration Date: 04/30/2013

Craft: Drywall Finisher

## APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Months</td>
<td>30% 40% 50% 60% 70% 75% 80% 85% 90%</td>
</tr>
<tr>
<td>Benefits</td>
<td>Intervals 1 to 3 = 8.10 Intervals 4 to 6 = 10.78 Intervals 7 to 9 = 13.45</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:4

Craft: Drywall Finisher

## COMMENTS/NOTES

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

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

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

Craft: Electrician

<table>
<thead>
<tr>
<th></th>
<th>06/04/12</th>
<th>06/03/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant General Foreman</td>
<td>W56.27</td>
<td>W57.81</td>
</tr>
<tr>
<td></td>
<td>B34.88</td>
<td>B35.84</td>
</tr>
<tr>
<td></td>
<td>T91.15</td>
<td>T93.65</td>
</tr>
<tr>
<td>Cable Splicer, Foreman</td>
<td>W54.37</td>
<td>W55.85</td>
</tr>
<tr>
<td></td>
<td>B33.70</td>
<td>B34.62</td>
</tr>
<tr>
<td></td>
<td>T88.07</td>
<td>T90.47</td>
</tr>
<tr>
<td>General Foreman, Journeyman on Radio Tower Work</td>
<td>W58.18</td>
<td>W59.77</td>
</tr>
<tr>
<td></td>
<td>B36.07</td>
<td>B37.05</td>
</tr>
<tr>
<td></td>
<td>T94.25</td>
<td>T96.82</td>
</tr>
<tr>
<td>Journeyman</td>
<td>W47.69</td>
<td>W48.99</td>
</tr>
<tr>
<td></td>
<td>B29.56</td>
<td>B30.37</td>
</tr>
<tr>
<td></td>
<td>T77.25</td>
<td>T79.36</td>
</tr>
<tr>
<td>Layout Man</td>
<td>W51.98</td>
<td>W53.40</td>
</tr>
<tr>
<td></td>
<td>B32.22</td>
<td>B33.10</td>
</tr>
<tr>
<td></td>
<td>T84.20</td>
<td>T86.50</td>
</tr>
</tbody>
</table>

Expiration Date: 05/31/2014

Craft: Electrician

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 Months</td>
<td>35% 40%</td>
</tr>
<tr>
<td>Benefit = 62% of Apprentice Wage Rate</td>
<td></td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM ON OR AFTER 6-4-12:

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yearly</td>
<td>30% 40% 50% 60% 70%</td>
</tr>
<tr>
<td>Benefits</td>
<td>62% of Apprentice Wage Rate</td>
</tr>
</tbody>
</table>

THESE RATES ALSO APPLY TO THE FOLLOWING TYPES OF WORK:
- All fire and burglar alarm work.
- All fiber optic work.
- Teledatal work in new construction or involving 16 instruments or more.
- All residential construction (single family homes and apartments) of 5 units or more. Note: fire walls alone are not a determining criteria.

HIGH WORK:
- 40 feet above ground/floor: +21% of the Total Rate
- Transmission towers, and Smokestacks: +21% of the Total Rate
FOREMAN REQUIREMENTS:
- On any job where there is only 1 Journeyman electrician, who lays out his or her own job from plans, that electrician shall receive the Foreman rate.
- On any job where there are 2 or more electricians, 1 shall be a Foreman.
- On all jobs, every 11 electricians shall have 1 designated a Foreman.
- On any job where there are 23 or more electricians, 1 shall be a General Foreman.
- On any job where there are 50 or more electricians, 1 shall be an Assistant General Foreman, and 1 shall be a General Foreman.

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

SHIFT DIFFERENTIAL:
- Shift work must run for a minimum of 5 consecutive workdays.
- 1st Shift (8:30 AM-4:30 PM)
  - 2nd Shift (4:30 PM-12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the hourly rate, per hour, inclusive of benefits.
  - 3rd Shift: (12:30 AM-8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the hourly rate, per hour, inclusive of benefits.

OVERTIME:
Hours before or after the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.

Craft: Electrician - Teledata (15 Instruments and Less)

### PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th></th>
<th>01/30/12</th>
<th>04/29/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master Tech./Gen.</td>
<td>W0.00</td>
<td>W0.00</td>
</tr>
<tr>
<td>Foreman</td>
<td>B0.00</td>
<td>B0.00</td>
</tr>
<tr>
<td>(31+ workers on job)</td>
<td>T72.26</td>
<td>T74.26</td>
</tr>
<tr>
<td>Senior Tech./Asst. Gen.</td>
<td>W0.00</td>
<td>W0.00</td>
</tr>
<tr>
<td>Foreman</td>
<td>B0.00</td>
<td>B0.00</td>
</tr>
<tr>
<td>(21-30 workers on job)</td>
<td>T66.28</td>
<td>T68.28</td>
</tr>
<tr>
<td>Technician A/Foreman</td>
<td>W0.00</td>
<td>W0.00</td>
</tr>
<tr>
<td>((11-20 workers on job)</td>
<td>B0.00</td>
<td>B0.00</td>
</tr>
<tr>
<td></td>
<td>T63.57</td>
<td>T65.57</td>
</tr>
<tr>
<td>Technician B/Working</td>
<td>W0.00</td>
<td>W0.00</td>
</tr>
<tr>
<td>Foreman</td>
<td>B0.00</td>
<td>B0.00</td>
</tr>
<tr>
<td>(4-10 workers on job)</td>
<td>T60.84</td>
<td>T62.84</td>
</tr>
<tr>
<td>Technician C/Journeyman</td>
<td>W0.00</td>
<td>W0.00</td>
</tr>
<tr>
<td>(1-3 workers on job)</td>
<td>B0.00</td>
<td>B0.00</td>
</tr>
<tr>
<td></td>
<td>T55.96</td>
<td>T57.96</td>
</tr>
</tbody>
</table>

Expiration Date: 10/31/2014

### APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 Months</td>
<td></td>
</tr>
<tr>
<td>Benefits</td>
<td>45% 48% 53% 59% 66% 72% 79% 86%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PERIOD AND RATES</th>
</tr>
</thead>
</table>

Ratio of Apprentices to Journeymen - 2:3

### COMMENTS/NOTES

1) These rates are for service, maintenance, moves and/or changes affecting 15 instruments or less. These rates may NOT be used for any new construction or any fiber optic work.
2) The number of workers on the jobsite is the determining factor for which Foreman category applies.

HIGH WORK:
40 feet above ground/floor: +20% of the Total Rate

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

SHIFT DIFFERENTIAL:
- 2nd Shift (4:30 PM-12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate, per hour, inclusive of benefits.
- 3rd Shift: (12:30 AM-8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate, per hour, inclusive of benefits.
OVERTIME:
Hours before outside the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

Craft: Electrician - Teledata (16 Instruments & More)  

PREVAILING WAGE RATE

See "Electrician" Rates

Expiration Date:

Craft: Electrician - Teledata (16 Instruments & More)  

COMMENTS/NOTES

***See ELECTRICIAN Rates***
<table>
<thead>
<tr>
<th>Craft: Electrician- Outside Commercial</th>
<th>PREVAILING WAGE RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>06/04/12</td>
</tr>
<tr>
<td>Assistant General Foreman</td>
<td>W56.27  B34.18  T91.15</td>
</tr>
<tr>
<td>Cable Splicer</td>
<td>W54.37  B33.70  T88.07</td>
</tr>
<tr>
<td>Certified Lineman Welder</td>
<td>W47.69  B29.56  T77.25</td>
</tr>
<tr>
<td>Equipment Repairman</td>
<td>W47.69  B29.56  T77.25</td>
</tr>
<tr>
<td>Equipment Serviceman</td>
<td>W47.69  B29.56  T77.25</td>
</tr>
<tr>
<td>Foreman (1-10 Journeyman workers on job)</td>
<td>W54.37  B33.70  T88.07</td>
</tr>
<tr>
<td>General Foreman</td>
<td>W58.18  B36.07  T94.25</td>
</tr>
<tr>
<td>Groundman</td>
<td>W31.95  B19.80  T51.75</td>
</tr>
<tr>
<td>Journeyman- Layout Man</td>
<td>W51.98  B32.22  T84.20</td>
</tr>
<tr>
<td>Journeyman Lineman</td>
<td>W47.69  B29.56  T77.25</td>
</tr>
<tr>
<td>X-Ray Journeyman Technician</td>
<td>W47.69  B29.56  T77.25</td>
</tr>
</tbody>
</table>

Expiration Date: 05/31/2014
Craft: Electrician - Outside Commercial

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 Months</td>
<td>35% 40% Yearly</td>
</tr>
<tr>
<td>Benefits</td>
<td>62% of Apprentice</td>
</tr>
<tr>
<td></td>
<td>Wage Rate</td>
</tr>
</tbody>
</table>

* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

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

HIGH WORK:
40 FEET ABOVE GROUND/FLOOR: +21% OF THE Total Rate.
Radio towers, Transmission towers and Smokestacks: +21% of the Total Rate.

FOREMAN REQUIREMENTS:
On any job where there is only 1 Journeyman electrician, who lays out his or her own job from plans, that electrician shall receive the Foreman rate.
On any job where there are 2 or more electricians, 1 shall be a Foreman.
On all jobs, every 11 electricians shall have 1 designated a Foreman.
On any job where there are 23 or more electricians, 1 shall be a General Foreman.

SHIFT DIFFERENTIALS:
2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the regular rate, inclusive of benefits.
3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the regular rate per hour, inclusive benefits.

OVERTIME:
Hours before or after the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and Holidays shall be paid at double the hourly rate, inclusive of benefits.

RECOGNIZED HOLIDAYS:
New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day. Sunday holidays will be observed the following Monday.
Craft: Electrician-Utility Work (North)  PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Expiration Date:

Craft: Electrician-Utility Work (North)  APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 Months</td>
<td>60% 65% 70% 75% 80% 85% 90%</td>
</tr>
</tbody>
</table>

Benefits  62.5% of Apprentice Wage Rate for all intervals

Craft: Electrician-Utility Work (North)  COMMENTS/NOTES

Electrician-Utility Work (North) rates are located in the "Statewide" rate package.
Craft: Electrician-Utility Work (South)  PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Expiry Date:

Craft: Electrician-Utility Work (South)  APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
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<tbody>
<tr>
<td></td>
<td>6 Months</td>
</tr>
<tr>
<td></td>
<td>24.67 26.73 28.78 30.84 32.90 34.95 37.01</td>
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</tbody>
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Craft: Electrician-Utility Work (South)  COMMENTS/NOTES

Electrician-Utility Work (South) rates are located in the "Statewide" rate package.
Craft: Elevator Constructor  
PREVAILING WAGE RATE  

<table>
<thead>
<tr>
<th></th>
<th>03/17/12</th>
<th>03/17/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>W55.20</td>
<td>W57.01</td>
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<tr>
<td></td>
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<td>B28.38</td>
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Expiration Date: 03/16/2014

Craft: Elevator Constructor  
APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yearly</td>
<td>24.75 30.36 35.88 41.40</td>
</tr>
<tr>
<td>Benefits</td>
<td>22.95 23.34 24.13 24.92</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Constructor  
COMMENTS/NOTES

The regular workday shall consist of either 7 or 8 hours to be established at the beginning of the project, between 7:00 AM and 4:30 PM.

OVERTIME:
For all hours worked before or after the regular workday, Monday through Friday, and all hours on Saturday and Sunday, shall be paid at double the hourly rate. Holiday pay is one day’s wages (8 hours) plus double the hourly rate for all hours worked.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents’ Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays shall be observed on the previous Friday and Sunday holidays shall be observed on the following Monday.
Craft: Elevator Modernization & Service

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th></th>
<th>03/17/12</th>
<th>03/17/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>W43.79</td>
<td>W45.14</td>
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<tr>
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<td>B28.23</td>
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<td></td>
<td>T70.52</td>
<td>T73.37</td>
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Expiration Date: 03/16/2014

Craft: Elevator Modernization & Service

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yearly</td>
<td>24.75 24.08 28.46 32.84</td>
</tr>
<tr>
<td>Benefits</td>
<td>22.87 23.26 24.03 24.81</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Modernization & Service

MODERNIZATION (addition, replacement, refurbishing, relocation, or changes in design or appearance, of elevator equipment in existing buildings):

- The regular workday consists of 8 hours, between 7:00 AM and 4:30 PM.

- Overtime:
  Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday and Sunday shall be paid at time and one-half the hourly rate. Holiday pay is one day's wages (8 hours) plus time and one-half the hourly rate for all hours worked.

SERVICE (repair or replacement of parts for the purpose of maintaining elevator equipment in good operating condition):

- The regular workday consists of 8 hours, between 6:00 AM and 6:00 PM.

- Overtime:
  Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS (Modernization and Service): New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays shall be observed on the previous Friday and Sunday holidays shall be observed on the following Monday.
NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION
County - BERGEN

Craft: Glazier

PREVAILING WAGE RATE

05/10/12

<table>
<thead>
<tr>
<th>Position</th>
<th>Wage Rate</th>
<th>Benefits</th>
<th>Total Rate</th>
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<td>B20.82</td>
<td>T65.16</td>
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<tr>
<td>General Foreman</td>
<td>W46.34</td>
<td>B21.06</td>
<td>T67.40</td>
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<tr>
<td>Journeyman</td>
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<td>B20.34</td>
<td>T60.67</td>
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</tbody>
</table>

Expiration Date: 04/30/2013

Craft: Glazier

APPRENTICE RATE SCHEDULE

<table>
<thead>
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<th>INTERVAL</th>
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<tr>
<td>4 Months</td>
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</tr>
<tr>
<td>Benefits</td>
<td>Intervals 1 to 3 = 6.34</td>
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</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:4

Craft: Glazier

COMMENTS/NOTES

Hazard/Height Pay: +$1.00 per hour

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

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

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

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

Craft: **Heat & Frost Insulator**

### PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th></th>
<th>W48.52</th>
<th>B29.17</th>
<th>T77.69</th>
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</thead>
<tbody>
<tr>
<td>Foreman</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Foreman</td>
<td>W51.07</td>
<td>B30.28</td>
<td>T81.35</td>
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<tr>
<td>Journeyman</td>
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Expiration Date: 09/18/2013

### APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
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</thead>
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<tr>
<td>Yearly</td>
<td>21.77 25.79 31.25 36.76</td>
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<tr>
<td>Benefits</td>
<td>17.33 20.48 22.51 24.36</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:3

### COMMENTS/NOTES

**NOTE:** These rates apply to the installing of insulation on hot and cold mechanical systems.

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

**SHIFT DIFFERENTIAL:**
- Shift work must run for a minimum of 5 consecutive workdays.
- Second Shift shall work 7.5 hours and receive 8 hours pay, at the regular rate, plus 25% per hour.
- Third Shift shall work 7 hours and receive 8 hours pay, at the regular rate, plus 30% per hour.

**OVERTIME:**
The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day and Christmas Day. Sunday holidays observed the following Monday.
Craft: Heat & Frost Insulator - Asbestos Worker

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th></th>
<th>09/19/12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td>W48.52</td>
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<td></td>
<td>B29.17</td>
</tr>
<tr>
<td></td>
<td>T77.69</td>
</tr>
<tr>
<td>Material Handler</td>
<td>W24.18</td>
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<tr>
<td></td>
<td>B8.00</td>
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<tr>
<td></td>
<td>T32.18</td>
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</tbody>
</table>

Expiration Date: 09/18/2013

Craft: Heat & Frost Insulator - Asbestos Worker

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SEE</td>
</tr>
<tr>
<td></td>
<td>HEAT &amp; FROST</td>
</tr>
<tr>
<td></td>
<td>INSULATOR</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:3

Craft: Heat & Frost Insulator - Asbestos Worker

COMMENTS/NOTES

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

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

SHIFT DIFFERENTIALS:
- Shift work must run for a minimum of 5 consecutive workdays.
- The second shift shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 25% per hour.
- The third shift shall work 7 hours and receive 8 hours pay at the regular rate, plus 30% per hour.

OVERTIME: The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

Craft: Ironworker

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th>07/06/12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rod Foreman</td>
</tr>
<tr>
<td>B39.77</td>
</tr>
<tr>
<td>T79.51</td>
</tr>
<tr>
<td>Rod Journeyman</td>
</tr>
<tr>
<td>B39.77</td>
</tr>
<tr>
<td>T76.51</td>
</tr>
<tr>
<td>Structural Foreman</td>
</tr>
<tr>
<td>B39.77</td>
</tr>
<tr>
<td>T82.31</td>
</tr>
<tr>
<td>Structural Journeyman</td>
</tr>
<tr>
<td>B39.77</td>
</tr>
<tr>
<td>T79.31</td>
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</tbody>
</table>

Expiration Date: 06/30/2013

Craft: Ironworker

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 Months</td>
<td>50% 60% Yearly 70% 80% 90%</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:5 *

* 1:4 for rebar (reinforcing rod) work.

Craft: Ironworker

COMMENTS/NOTES

HAZARDOUS WASTE WORK: On hazardous waste removal work on a state or federally designated hazardous waste site where the Ironworker is required to wear Level A,B, or C personal protection: + $3.00 per hour

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

SHIFT DIFFERENTIALS:
- 2nd Shift: 8 hrs pay for 7.5 hrs work, plus an additional 15% per hour.
- 3rd Shift: 8 hrs pay for 7 hrs work, plus an additional 20% per hour.
- To have a 2nd Shift, there must be a 1st Shift worked during the regular workday.
- To have a 3rd Shift, there must be a 2nd Shift.
- When an irregular shift is established, the rate shall be the regular rate plus $10.00 per hour.
- All shift differential rates are inclusive of benefits.

OVERTIME:
- For the first three (3) hours in excess of 8 per day Monday through Friday, or before or after the regular workday, that are not shift work, and all hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of eleven (11) per day Monday through Friday and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

2/28/2013
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the regular rate, inclusive of benefits.

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

Craft: Laborer - Asbestos & Hazardous Waste Removal  

<table>
<thead>
<tr>
<th>PERIOD AND RATES</th>
<th>02/12/13</th>
<th>12/01/13</th>
<th>12/01/14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>W31.92</td>
<td>W0.00</td>
<td>W0.00</td>
<td></td>
</tr>
<tr>
<td>B22.87</td>
<td>B0.00</td>
<td>B0.00</td>
<td></td>
</tr>
<tr>
<td>T54.79</td>
<td>T55.29</td>
<td>T55.79</td>
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<tr>
<td>Journeyman (Handler)</td>
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<td>W28.37</td>
<td>W0.00</td>
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<td>T51.24</td>
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<td>T52.24</td>
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Expiration Date: 11/30/2015

Craft: Laborer - Asbestos & Hazardous Waste Removal  

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 months</td>
<td>60% 70% 80% 90%</td>
</tr>
<tr>
<td>Benefit</td>
<td>21.22 for all intervals</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - *

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

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

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

OVERTIME:
- Hours in excess of 8 per day, Monday through Saturday, and all hours on Sunday and holidays shall be paid at time and one-half the regular rate.
- When the owner (Public Body) mandates that work is to be performed on Sunday, those hours may be worked at straight time, up to 8 hours per day, up to 40 hours per week.
- Benefits on ALL overtime hours shall be paid at straight time.

Craft: Laborer - Building

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th>Class</th>
<th>W29.85</th>
<th>B23.37</th>
<th>T53.22</th>
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<tbody>
<tr>
<td>Class A Journeyman</td>
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</tr>
<tr>
<td>Class B Journeyman</td>
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<td>Class C Journeyman</td>
<td>W24.95</td>
<td>B23.37</td>
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<td>Foreman</td>
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<td>T56.95</td>
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<tr>
<td>General Foreman</td>
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<td>T60.68</td>
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Expiration Date: 04/30/2013

Craft: Laborer - Building

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>60%</th>
<th>70%</th>
<th>80%</th>
<th>90%</th>
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</thead>
<tbody>
<tr>
<td>6 Months</td>
<td>20.37</td>
<td>20.37</td>
<td>20.37</td>
<td>20.37</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - *

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

Comments/Notes:

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

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

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

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

Shift differentials:
- Shift work must run for a minimum of 5 consecutive workdays.
- When a 2-shift schedule is worked, including a day shift, both shifts shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 15%.
- When a 3-shift schedule is worked, the day shift shall be established on the basis of 8 hours pay for 8 hours worked, the second shift shall be established on the basis of 8 hours pay for 7.5 hours worked, and the third shift shall be established on the basis of 8 hours pay for 7 hours worked. The day shift shall receive the regular rate, the second shift shall receive the regular rate plus an additional 15%, and the third shift shall receive the regular rate plus an additional 20%.  
- When a second or third shift is worked with no day shift, the second or third shift shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 15%, and the third shift shall receive the regular rate plus an additional 20%.

OVERTIME:
- Hours in excess of 8 per day, or outside the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Four 10-hour days may be worked Monday to Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the regular rate.
- Benefits on ALL overtime hours shall be paid at time and one-half.

Craft: Laborer - Heavy & General

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package.

Expiration Date:

Craft: Laborer - Heavy & General

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000 Hours</td>
<td>60% 70% 80% 90%</td>
</tr>
<tr>
<td>Benefit</td>
<td>11.50 for all intervals</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - *

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

Craft: Laborer - Heavy & General

COMMENTS/NOTES

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

PREVAILING WAGE RATE

<p>| | | | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<tr>
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Expiration Date: 04/30/2013

Craft: Millwright

APPRENTICE RATE SCHEDULE

<table>
<thead>
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<tr>
<td>6 Months</td>
<td>40% 45% 50% 55% 60% 65% 70% 75% 85% 95%</td>
</tr>
<tr>
<td>Benefits</td>
<td>56% of Appren Wage Rate</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:4

Craft: Millwright

COMMENTS/NOTES

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

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

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

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


2/28/2013
Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.
Craft: Operating Engineer

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Expiration Date:

Craft: Operating Engineer

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yearly</td>
<td>60%</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - *

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

Craft: Operating Engineer

COMMENTS/NOTES

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

Rates are located in the "Statewide" rate package

Expiry Date:

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yearly</td>
<td>70% 75% of Rod/ Chainman Wage</td>
</tr>
<tr>
<td>Yearly</td>
<td>80% 90% Transit/ Instrument man Wage</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - *

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

Craft: Operating Engineer - Field Engineer

Operating Engineer - Field Engineer rates are located in the "Statewide" rate package.
NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION
County - BERGEN

Craft: Painter - Bridges

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th>06/25/12</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td></td>
</tr>
<tr>
<td></td>
<td>W54.78</td>
</tr>
<tr>
<td></td>
<td>B22.02</td>
</tr>
<tr>
<td></td>
<td>T76.80</td>
</tr>
<tr>
<td>General Foreman</td>
<td></td>
</tr>
<tr>
<td></td>
<td>W57.28</td>
</tr>
<tr>
<td></td>
<td>B22.02</td>
</tr>
<tr>
<td></td>
<td>T79.30</td>
</tr>
<tr>
<td>Journeyman</td>
<td></td>
</tr>
<tr>
<td></td>
<td>W49.78</td>
</tr>
<tr>
<td></td>
<td>B22.02</td>
</tr>
<tr>
<td></td>
<td>T71.80</td>
</tr>
</tbody>
</table>

Expiration Date: 04/30/2013

Craft: Painter - Bridges

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 Months</td>
<td>50% 55%</td>
</tr>
<tr>
<td>Benefits</td>
<td>Intervals 1 to 2 = 8.13</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1 : 4

Craft: Painter - Bridges

COMMENTS/NOTES

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

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

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

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

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

Craft: Painter - Line Striping

**PREVAILING WAGE RATE**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>W33.24</td>
<td>B13.19</td>
<td>T46.43</td>
</tr>
<tr>
<td>Foreman (Charge Person)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>W25.13</td>
<td>B13.10</td>
<td>T38.23</td>
</tr>
<tr>
<td>Helper (1st Year-2nd 6 Mos.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>W26.64</td>
<td>B13.13</td>
<td>T39.77</td>
</tr>
<tr>
<td>Helper (2nd Year)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>W28.65</td>
<td>B13.14</td>
<td>T41.79</td>
</tr>
<tr>
<td>Helper (3rd Year)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>W32.74</td>
<td>B13.19</td>
<td>T45.93</td>
</tr>
<tr>
<td>Journeyman</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>W22.09</td>
<td>B13.07</td>
<td>T35.16</td>
</tr>
<tr>
<td>Probationary Helper (1st-6 Mos.)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Expiration Date: 06/30/2012

**Craft: Painter - Line Striping**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**
The first Painter on the job site must be designated as a Foreman.

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

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Martin Luther King's Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
Craft: Painter - New Construction

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th></th>
<th>11/13/12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td>W40.28</td>
</tr>
<tr>
<td></td>
<td>B20.38</td>
</tr>
<tr>
<td></td>
<td>T60.66</td>
</tr>
<tr>
<td>General Foreman</td>
<td>W42.11</td>
</tr>
<tr>
<td></td>
<td>B20.60</td>
</tr>
<tr>
<td></td>
<td>T62.71</td>
</tr>
<tr>
<td>Journeyman</td>
<td>W36.62</td>
</tr>
<tr>
<td></td>
<td>B19.94</td>
</tr>
<tr>
<td></td>
<td>T56.56</td>
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</tbody>
</table>

Expiration Date: 04/30/2013

Craft: Painter - New Construction

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Months</td>
<td>30% 40% 50% 60%</td>
</tr>
<tr>
<td>Benefits</td>
<td>Intervals 1 to 3 = 8.00 Intervals 4 to 6 = 10.00</td>
</tr>
<tr>
<td></td>
<td>Intervals 7 to 9 = 11.00</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:4

Craft: Painter - New Construction

COMMENTS/NOTES

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

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

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

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

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

Craft: Painter - Repainting

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th></th>
<th>W</th>
<th>B</th>
<th>T</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td>30.95</td>
<td>17.12</td>
<td>48.07</td>
</tr>
<tr>
<td>General Foreman</td>
<td>33.76</td>
<td>17.46</td>
<td>51.22</td>
</tr>
<tr>
<td>Journeyman</td>
<td>28.13</td>
<td>16.78</td>
<td>44.91</td>
</tr>
</tbody>
</table>

Expiration Date: 04/30/2013

Craft: Painter - Repainting

APPRENTICE RATE SCHEDULE

INTERVAL | PERIOD AND RATES
SEE | PAINTER | NEW | CONSTRUCTION |
|-------|---------|-----|--------------|

Ratio of Apprentices to Journeymen - 1:4

Craft: Painter - Repainting

COMMENTS/NOTES

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

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

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

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

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

Craft:   Painter- Containment

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate 1</th>
<th>Rate 2</th>
<th>Rate 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/25/12</td>
<td>W30.85</td>
<td>B20.32</td>
<td>T51.17</td>
</tr>
</tbody>
</table>

Expiration Date: 04/30/2013

Craft:   Painter- Containment

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

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

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

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

Craft: Painter- Structural Steel and Tanks (New Construction)  

### PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
<th>Rate</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/25/12</td>
<td>W43.56</td>
<td>B20.32</td>
<td>T63.88</td>
</tr>
<tr>
<td></td>
<td>W46.06</td>
<td>B20.32</td>
<td>T66.38</td>
</tr>
<tr>
<td></td>
<td>W38.56</td>
<td>B20.32</td>
<td>T58.88</td>
</tr>
</tbody>
</table>

Expiration Date: 04/30/2013

### APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEE</td>
<td>PAINTER</td>
</tr>
</tbody>
</table>

Craft: Painter- Structural Steel and Tanks (New Construction)  

### COMMENTS/NOTES

These rates apply to: All work in nuclear plants, on towers, on steeples, on dams, on hangers and open steel whether new or repaint. All new work in refineries, tank farms, water/sewerage treatment facilities and on pipelines, and tanks, including all elevated and water tanks, tank interiors and repaint of ground tanks over sixty (60) feet in height.

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

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

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

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

Craft: Painter- Structural Steel and Tanks (Repaint)  

<table>
<thead>
<tr>
<th>PREVAILING WAGE RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/25/12</td>
</tr>
<tr>
<td>Foreman</td>
</tr>
<tr>
<td>W34.66</td>
</tr>
<tr>
<td>B17.05</td>
</tr>
<tr>
<td>T51.71</td>
</tr>
<tr>
<td>General Foreman</td>
</tr>
<tr>
<td>W37.16</td>
</tr>
<tr>
<td>B17.05</td>
</tr>
<tr>
<td>T54.21</td>
</tr>
<tr>
<td>Journeyman</td>
</tr>
<tr>
<td>W29.66</td>
</tr>
<tr>
<td>B17.05</td>
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<tr>
<td>T46.71</td>
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</tbody>
</table>

Expiration Date: 04/30/2013

Craft: Painter- Structural Steel and Tanks (Repaint)  

<table>
<thead>
<tr>
<th>APPRENTICE RATE SCHEDULE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEE</td>
<td>PAINTER</td>
</tr>
</tbody>
</table>

Craft: Painter- Structural Steel and Tanks (Repaint)  

<table>
<thead>
<tr>
<th>COMMENTS/NOTES</th>
</tr>
</thead>
</table>

These rates apply to: All repaint work in refineries, tank farms, water/sewerage treatment facilities and on pipelines and repainting of all other tanks.

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

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

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

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

Craft: Painter- Tender

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th>06/25/12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender</td>
</tr>
<tr>
<td>W18.00</td>
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<tr>
<td>B9.05</td>
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<tr>
<td>T27.05</td>
</tr>
</tbody>
</table>

Expiration Date: 04/30/2013

Craft: Painter- Tender

COMMENTS/NOTES

These rates apply to: The handling of all materials, manning of safety boats, handling of traffic controls, loading and unloading of trucks, cleaning of abrasive materials and other clean-up work.

NOTE: THIS WORK CLASSIFICATION SHALL ONLY APPLY IN SUPPORT OF THE FOLLOWING WORK CLASSIFICATIONS), Painter-Structural Steel and Tanks (New Construction), Painter-Structural Steel and Tanks (Repaint) and Painter-Bridges.

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

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

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

Craft: Paperhanger - New Construction

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th></th>
<th>11/13/12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td></td>
</tr>
<tr>
<td>W41.26</td>
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</tr>
<tr>
<td>T61.76</td>
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<tr>
<td>W37.51</td>
<td>B20.05</td>
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<tr>
<td>T57.56</td>
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</tbody>
</table>

Expiration Date: 04/30/2013

Craft: Paperhanger - New Construction

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Months</td>
<td>30% 40% 50% 60% 70% 75% 80% 85% 90%</td>
</tr>
<tr>
<td>Benefits</td>
<td>Intervals 1 to 3 = 8.00 Intervals 4 to 6 = 10.00 Intervals 7 to 9 = 11.00</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:4

Craft: Paperhanger - New Construction

COMMENTS/NOTES

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

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

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

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

Craft: Paperhanger - Renovation

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th>06/25/12</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td>W31.74</td>
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<tr>
<td></td>
<td>B17.21</td>
</tr>
<tr>
<td></td>
<td>T48.95</td>
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<tr>
<td>Journeyman</td>
<td>W28.85</td>
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<td></td>
<td>B16.86</td>
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<td>T45.71</td>
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Expiration Date: 04/30/2013

Craft: Paperhanger - Renovation

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEE</td>
<td>PAPER-</td>
</tr>
<tr>
<td>HANGER</td>
<td>NEW</td>
</tr>
<tr>
<td>CONSTRUCTION</td>
<td>TION</td>
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</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:4

Craft: Paperhanger - Renovation

COMMENTS/NOTES

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

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

OVERTIME:
- Hours in excess of 8 per day and 40 per week shall be paid at time and one-half the regular rate.
- Four 10-hour days may be worked, at straight time, Monday through Sunday.
Craft: Pipefitter

PREVAILING WAGE RATE

05/08/12

<table>
<thead>
<tr>
<th></th>
<th>W</th>
<th>B</th>
<th>T</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td>49.94</td>
<td>28.99</td>
<td>78.93</td>
</tr>
<tr>
<td>Journeyman</td>
<td>46.61</td>
<td>28.99</td>
<td>75.60</td>
</tr>
</tbody>
</table>

Expiration Date: 04/30/2013

Craft: Pipefitter

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yearly</td>
<td>$16.31  $20.97  $27.97  $32.63  $37.29</td>
</tr>
<tr>
<td>Benefit</td>
<td>$18.73  $20.30  $22.68  $24.25  $25.83</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:5

Craft: Pipefitter

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES WHO ENTERED PROGRAM AFTER 5-1-10:

<table>
<thead>
<tr>
<th>Interval</th>
<th>Period and Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yearly</td>
<td>$16.31  $20.97  $25.64  $32.63  $37.29</td>
</tr>
<tr>
<td>Benefits</td>
<td>$18.73  $20.30  $21.89  $24.25  $25.83</td>
</tr>
</tbody>
</table>

FOREMAN REQUIREMENTS:
- The first Pipefitter on a job must be a Foreman.
- There must be a Foreman for every 6 Pipefitters on a job, not counting apprentices.

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

SHIFT DIFFERENTIALS:
- Shift work must run for a minimum of 5 consecutive workdays.
- 2nd Shift (between 4:00PM and 12:00AM) shall work 7.5 hours and receive 8 hours pay at the hourly rate, plus 25% per hour.
- 3rd Shift (between 12:00AM and 8:00AM) shall work 7 hours and receive 8 hours pay at the hourly rate, plus 30% per hour.

OVERTIME:
- The first 2 hours in excess of 8 per day or outside of the regular workday, Monday through Friday, and the first 8 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 10 per day, Monday through Friday, in excess of 8 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked at straight time, Monday through Thursday, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, the first 10 hours on Friday shall be paid at time and
one-half, inclusive of benefits. All remaining overtime shall be paid as stated above.

SHIFT DIFFERENTIALS - SERVICE & MAINTENANCE WORK:
- The 2nd shift shall work 7.5 hours and receive 8 hours pay at the hourly rate, plus 10% per hour.
- The 3rd shift shall work 7 hours and receive 8 hours pay at the hourly rate, plus 15% per hour.

OVERTIME - SERVICE & MAINTENANCE WORK:
- All hours outside of the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.

NOTE: Service and Maintenance work is work to repair, restore, or improve the efficiency of existing facilities. This does NOT apply to ANY new construction.

Craft: Plasterer

PREVAILING WAGE RATE

See Bricklayer, Stone Mason Rates

Expiration Date:

Craft: Plasterer

COMMENTS/NOTES

***See BRICKLAYER, STONE MASON Rates***
Craft: Plumber

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th></th>
<th>05/01/12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td>W50.82</td>
</tr>
<tr>
<td></td>
<td>B29.24</td>
</tr>
<tr>
<td></td>
<td>T80.06</td>
</tr>
<tr>
<td>General Foreman</td>
<td>W54.12</td>
</tr>
<tr>
<td></td>
<td>B29.24</td>
</tr>
<tr>
<td></td>
<td>T83.36</td>
</tr>
<tr>
<td>Journeyman</td>
<td>W47.06</td>
</tr>
<tr>
<td></td>
<td>B29.24</td>
</tr>
<tr>
<td></td>
<td>T76.30</td>
</tr>
</tbody>
</table>

Expiration Date: 04/30/2013

Craft: Plumber

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yearly</td>
<td>30%</td>
</tr>
<tr>
<td>Benefit</td>
<td>11.22</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - *

* Employers may employ 1 apprentice on any job where 1 or 2 journeymen are employed. Thereafter, 1 apprentice may be employed for every 4 journeymen.

Craft: Plumber

COMMENTS/NOTES

FOREMAN REQUIREMENTS:
- On any job having 2 or more Plumbers, 1 must be designated a Foreman.
- On any job having 9 or more Plumbers, 2 shall be designated as Foremen.

The regular workday shall consist of 8 hours between 7:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:
- When two shifts are worked, the second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 25%, inclusive of benefits.
- When a third shift is worked, the third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 30%, inclusive of benefits.

SHIFT DIFFERENTIALS - Maintenance Work:
- When two shifts are worked, the second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 10%, inclusive of benefits.
- When a third shift is worked, the third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 15%, inclusive of benefits.

NOTE: Maintenance work is work to repair, restore, or improve the efficiency of existing facilities. This does NOT apply to ANY new construction.
OVERTIME:
- All hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and all hours Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half, inclusive of benefits.

Craft: Roofer

**PREVAILING WAGE RATE**

<table>
<thead>
<tr>
<th></th>
<th>W</th>
<th>B</th>
<th>T</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td>36.35</td>
<td>18.37</td>
<td>54.72</td>
</tr>
<tr>
<td>Journeyman</td>
<td>34.35</td>
<td>18.37</td>
<td>52.72</td>
</tr>
<tr>
<td>Mop Man</td>
<td>35.10</td>
<td>18.37</td>
<td>53.47</td>
</tr>
<tr>
<td>Sub-Foreman</td>
<td>34.85</td>
<td>18.37</td>
<td>53.22</td>
</tr>
</tbody>
</table>

Expiration Date: 05/31/2013

Craft: Roofer

**APPRENTICE RATE SCHEDULE**

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 months</td>
<td>33% 42% 50% 58% 67% 75% 83% 92%</td>
</tr>
<tr>
<td>Benefit</td>
<td>2.82 for all intervals</td>
</tr>
</tbody>
</table>

**NOTES:**
- Working with pitch (including on tear-offs): + $1.00 per hour
- Working with asbestos: + $1.00 per hour
- On Solar projects (with no roofing work included): $1.00 less per hour.

**FOREMAN REQUIREMENTS:**
- When there is only 1 roofer on the project, he/she shall be designated a "Sub-Foreman".
- When 2 or more roofers are on the project, 1 shall be designated a "Foreman".
- When 6 or more roofers are on the project, 1 shall be designated a "Foreman", and there shall be 1 "Sub-Foreman" for every 6 roofers (or fraction thereof).

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

Craft: Sheet Metal Sign Installation

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th></th>
<th>W</th>
<th>B</th>
<th>T</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td>31.25</td>
<td>24.69</td>
<td>55.94</td>
</tr>
<tr>
<td>Journeyman</td>
<td>30.00</td>
<td>24.69</td>
<td>54.69</td>
</tr>
</tbody>
</table>

Expiration Date: 03/31/2013

Craft: Sheet Metal Sign Installation

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000 hours</td>
<td>35%  40%  45%  50%  55%  60%  65%  70%  75%  80%</td>
</tr>
<tr>
<td>Benefits</td>
<td>8.56  9.64  10.74  11.83  13.27  14.39  15.51  16.63  17.75  18.87</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:3

Craft: Sheet Metal Sign Installation

COMMENTS/NOTES

FOREMAN REQUIREMENT:
When there are 6 or more Sheet Metal Sign Installers on a job, 1 shall be designated a Foreman.

The regular workday consists of 8 hours, between 7:00 AM and 3:30 PM.

OVERTIME:
Hours before or after the regular workday, Monday though Friday, and all hours worked on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

Four (4) 10 hour days may be worked, Monday through Friday, at straight time, for projects lasting at least one week in duration. The fifth day may be used as a make-up day at straight time for a day lost due to inclement weather. However, if the fifth day is not a make-up day, all hours worked will be paid at time and one-half the hourly rate.

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

<table>
<thead>
<tr>
<th>Craft: Sheet Metal Worker</th>
<th>PREVAILING WAGE RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10/09/12 06/01/13 06/01/14</td>
</tr>
<tr>
<td>Foreman</td>
<td>W46.61 B32.36 T78.97 0.00 0.00 0.00</td>
</tr>
<tr>
<td></td>
<td>W0.00 B0.00 T80.72 T82.47 T82.47</td>
</tr>
<tr>
<td>General Foreman</td>
<td>W47.61 B32.36 T79.97 0.00 0.00 0.00</td>
</tr>
<tr>
<td></td>
<td>W0.00 B0.00 T81.72 T83.47 T83.47</td>
</tr>
<tr>
<td>Journeyman</td>
<td>W44.11 B32.36 T76.47 0.00 0.00 0.00</td>
</tr>
<tr>
<td></td>
<td>W0.00 B0.00 T78.22 T79.97 T79.97</td>
</tr>
</tbody>
</table>

Expiration Date: 05/31/2015

Craft: Sheet Metal Worker

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yearly</td>
<td>35% 45% 55% 65% of Journey man Wage Rate</td>
</tr>
<tr>
<td>Benefit</td>
<td>35% 45% 55% 65% of Journey man Benefit Rate</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:4

Craft: Sheet Metal Worker

COMMENTS/NOTES

FOREMAN REQUIREMENTS:
- When there are 2 or more Sheet Metal Workers on a project, 1 must be designated a Foreman.
- When there are 17 or more Sheet Metal Workers on a project, 1 must be designated a General Foreman.
- When there is only 1 Sheet Metal Worker (1 Journeyman) on a project, he/she shall receive $1.00 more than the regular Journeyman's rate.

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

SHIFT DIFFERENTIAL:
- 2nd Shift (3:30 PM - 12:00 AM) : +17% of regular hourly rate
- Shift work must run for a minimum of 5 consecutive workdays.

OVERTIME:
- Hours in excess of 8 per day, or before or after the regular workday, that are not shift work, and the first 10 hours on Saturdays shall be paid at time and one-half of the regular rate, inclusive of benefits. Hours in excess of 10 per day on Saturday, and all hours on Sundays and holidays shall be at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Friday, at straight time, with hours in excess of 10 per day, and hours in excess of 40 per week paid at the overtime rates listed above.

Craft: Sprinkler Fitter

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/12</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td>W57.90</td>
</tr>
<tr>
<td></td>
<td>B21.21</td>
</tr>
<tr>
<td></td>
<td>T79.11</td>
</tr>
<tr>
<td>Journeyman</td>
<td>W54.00</td>
</tr>
<tr>
<td></td>
<td>B21.21</td>
</tr>
<tr>
<td></td>
<td>T75.21</td>
</tr>
</tbody>
</table>

Expiration Date: 06/30/2013

Craft: Sprinkler Fitter

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000 hours</td>
<td>9.50 11.25 25.20 27.78 30.36 32.94 35.52 38.10 40.68 43.26</td>
</tr>
<tr>
<td>Benefits</td>
<td>7.85 7.85 Full Journeyman Benefits for Intervals 3 to 10</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:3

Craft: Sprinkler Fitter

COMMENTS/NOTES

The regular workday consists of 8 consecutive hours between 7:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:
- Shift work must run for a minimum of 2 consecutive workdays.
- 2nd and 3rd shift shall receive an additional 15% of the regular rate, per hour.
- Any "off hours" shift starting at 8:00 PM or later shall receive an additional 25% of the regular rate, per hour.

OVERTIME:
Hours in excess of 8 per day, or before or after the regular workday that are not shift work, and all hours on Saturdays, Sundays, and holidays shall be paid at double the regular rate.

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

Craft:  Tile Finisher-Marble  

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th>01/01/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finisher</td>
</tr>
<tr>
<td>W44.00</td>
</tr>
<tr>
<td>B27.53</td>
</tr>
<tr>
<td>T71.53</td>
</tr>
</tbody>
</table>

Expiration Date: 06/30/2013

Craft:  Tile Finisher-Marble  

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>750 Hours</td>
<td>50%  55%  65%  70%  75%  85%  90%  95%</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:4

Craft:  Tile Finisher-Marble  

COMMENTS/NOTES

OVERTIME: Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.
# Prevailing Wage Rate Determination

## County: Bergen

### Craft: Tile Setter - Ceramic

<table>
<thead>
<tr>
<th>Date</th>
<th>Finisher</th>
<th>Ceramic</th>
<th>Tiling</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/23/13</td>
<td>W40.29</td>
<td>B25.87</td>
<td>T66.16</td>
</tr>
<tr>
<td></td>
<td>W51.05</td>
<td>B29.01</td>
<td>T80.06</td>
</tr>
</tbody>
</table>

Expiration Date: 06/01/2013

### Apprentice Rate Schedule

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>750 Hours</td>
<td>50% 55% 60% 65% 70% 75% 85% 95% 100%</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:4

### Comments/Notes

**Overtime:**
Hours in excess of 7 per day, and the first 10 hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Saturdays after 10 hours shall be paid double the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

**Recognized Holidays:** New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day.
NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION
County - BERGEN

Craft: Tile Setter - Marble

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th>01/01/13</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Tile Setter</td>
<td>W55.30</td>
</tr>
<tr>
<td></td>
<td>B27.58</td>
</tr>
<tr>
<td></td>
<td>T82.88</td>
</tr>
</tbody>
</table>

Expiration Date: 06/30/2013

Craft: Tile Setter - Marble

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>750 Hours</td>
<td>50% 55% 65% 70% 75% 85% 90% 95%</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1.4

Craft: Tile Setter - Marble

COMMENTS/NOTES

OVERTIME:
Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

2/28/2013
Craft: Tile Setter - Mosaic & Terrazzo

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th>01/23/13</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Grinder or Assistant</td>
<td></td>
</tr>
<tr>
<td>W44.78</td>
<td>B31.78</td>
</tr>
<tr>
<td>T76.56</td>
<td></td>
</tr>
<tr>
<td>Mechanic</td>
<td></td>
</tr>
<tr>
<td>W46.39</td>
<td>B31.79</td>
</tr>
<tr>
<td>T78.18</td>
<td></td>
</tr>
</tbody>
</table>

Expiration Date: 06/30/2013

Craft: Tile Setter - Mosaic & Terrazzo

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>750 Hours</td>
<td>50% 55% 65% 70% 75% 85% 90% 95%</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:5

Craft: Tile Setter - Mosaic & Terrazzo

COMMENTS/NOTES

The regular workday consists of 7 hours, between 8:00 AM and 3:30 PM.

OVERTIME:
- Hours in excess of 7 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Monday after Easter, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.
## NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
### PREVAILING WAGE RATE DETERMINATION

**County - BERGEN**

**Craft: Truck Driver**

<table>
<thead>
<tr>
<th></th>
<th>11/01/12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bucket, Utility, Pick-up, Fuel Delivery trucks</td>
<td>W32.30</td>
</tr>
<tr>
<td></td>
<td>B29.03</td>
</tr>
<tr>
<td></td>
<td>T61.33</td>
</tr>
<tr>
<td>Dump Truck, Asphalt Distributor, Tack Spreader</td>
<td>W32.30</td>
</tr>
<tr>
<td></td>
<td>B29.03</td>
</tr>
<tr>
<td></td>
<td>T61.33</td>
</tr>
<tr>
<td>Euclid-type vehicles (large, off-road equipment)</td>
<td>W32.40</td>
</tr>
<tr>
<td></td>
<td>B29.03</td>
</tr>
<tr>
<td></td>
<td>T61.43</td>
</tr>
<tr>
<td>Helper on Asphalt Distributor</td>
<td>W32.30</td>
</tr>
<tr>
<td></td>
<td>B29.03</td>
</tr>
<tr>
<td></td>
<td>T61.33</td>
</tr>
<tr>
<td>Slurry Seal, Vacuum or Vac-All trucks</td>
<td>W32.30</td>
</tr>
<tr>
<td></td>
<td>B29.03</td>
</tr>
<tr>
<td></td>
<td>T61.33</td>
</tr>
<tr>
<td>Straight 3-axle truck</td>
<td>W32.30</td>
</tr>
<tr>
<td></td>
<td>B29.03</td>
</tr>
<tr>
<td></td>
<td>T61.33</td>
</tr>
<tr>
<td>Tractor Trailer (all types)</td>
<td>W32.40</td>
</tr>
<tr>
<td></td>
<td>B29.03</td>
</tr>
<tr>
<td></td>
<td>T61.43</td>
</tr>
<tr>
<td>Winch Trailer</td>
<td>W32.50</td>
</tr>
<tr>
<td></td>
<td>B29.03</td>
</tr>
<tr>
<td></td>
<td>T61.53</td>
</tr>
</tbody>
</table>

Expiration Date: 04/30/2013

**Craft: Truck Driver**

**COMMENTS/NOTES**

**BLENDED RATE:**
When a truck driver is performing work on the site and also serving as a material delivery driver, the driver shall be paid a "blended rate" which shall be 80% of the above-listed wage rates, plus the full benefit rate. This rate shall be used when the driver "round robin" for a minimum of 6 hours during the work day.

**HAZARDOUS WASTE REMOVAL:**
- On hazardous waste removal work on a State designated hazardous waste site where the driver is in direct contact with hazardous materials and when personal protective equipment is required for respiratory, skin, and eye protection, the driver shall receive an additional $3.00 per hour (with or without protective gear).
- A hazardous waste related certified worker at a designated hazardous waste site who is not working in a zone requiring level A, B or C personal protection shall receive an additional $1.00 per hour.

**TRUCK FOREMAN: $.75 cents per hour above regular rate.** Overtime shall be increased accordingly.

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

2/28/2013
SHIFT DIFFERENTIALS:
- Shifts starting at 4:00 PM (2nd Shift): + $2.25 per hour.
- Shifts starting at 12:00 AM (midnight/3rd Shift): time and one-half the hourly rate.
- Shifts starting at a time other than from 6:00 AM to 8:00 AM, when such hours are mandated by the project owner: + $2.25 per hour.

OVERTIME:
- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Employees may work four 10-hour days at straight time, Monday through Thursday, with Friday used as a make-up day for a lost day. If Friday is not a make-up day, then all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day (Decoration Day), July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. The day after Thanksgiving may be substituted for Veterans' Day.
Craft: Truck Driver-Material Delivery Driver

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<tr>
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<td>T34.37</td>
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<td>T31.10</td>
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Expiration Date: 05/01/2013

Craft: Truck Driver-Material Delivery Driver

COMMENTS/NOTES

BLENDING RATE:
When a truck driver is performing work on the site and also serving as a material delivery driver, the driver shall be paid a "blended rate". See the "Truck Driver" craft for the blended rates.

The regular workday is 8 hours, starting between 5:00 AM and 8:00 AM.

SHIFT DIFFERENTIAL:
For shifts beginning between 4:00 PM and 10:00 PM, drivers shall receive an additional $0.50 per hour.

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

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day (Decoration Day), July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. The day after Thanksgiving may be substituted for Veterans’ Day.
Craft: Welder

PREVAILING WAGE RATE

Welder

Expiration Date:

Craft: Welder

COMMENTS/NOTES

Welders rate is the same as the craft to which the welding is incidental.
THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Please be advised of legislation recently signed into law that will effect public advertisement for bids, solicitation of quotations and the award of certain public contracts, P.L. 1999, c. 238. “THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT” will become effective on April 11, 2000.

Contractors performing covered public work on the effective date must apply for registration within 30 days. Contractors not performing public work on the effective date of the Act must apply for registration before bidding on a public works contract. A copy of the completed and submitted registration application will establish eligibility for award for a period of 30 days.

For purposes of “THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT,” “Public Works”, is defined as “the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or a public institution, and includes any subcontractor or lower tier subcontractor as defined herein, except that for purposes of the Act, no pumping station, treatment plant or other facility associated with utility and environmental construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as a public building regularly open to and used by the general public or a public institution.

It is important to note that, any work subject to the New Jersey Prevailing Wage Act, (N.J.S.A. 34:11-56.25 et. Seq.), requires compliance with that Act as regards the payment of prevailing wage rates, postings, and completion and submission of certified payrolls, etc.

To avoid potential contract delays and completion extensions, it is suggested public body contracting units and their agents begin to include contractor registration language in advertisements for bids and solicitations for quotations. Evidence of contractor registration should be added to the list of requirements included in future bid specifications and confirmation of registration made on contracts awarded on and after April 11, 2000.

Registration Application Forms and copies of THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT may be obtained by contacting:

Contractor Registration Unit
New Jersey Department of Labor
Division of Wage & Hour Compliance
PO Box 389
Trenton, New Jersey 08625-0389
Telephone: (609) 292-9464
Fax: (609) 633-8591
PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work under separate contracts.
5. Access to site.
6. Coordination with occupants.
7. Work restrictions.
8. 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.

1.2 PROJECT INFORMATION

A. Project Identification: Athletic Fields Scoreboards and Flagpole.

1. Project Location: Ramapo College of New Jersey (Athletic Fields), Mahwah, NJ.

B. Owner: Ramapo College of New Jersey, 505 Ramapo Valley Road, Mahwah, NJ.

C. Architect: RSC Architects; 3 University Plaza Drive, Suite 600, Hackensack, NJ 07601.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. The demolition of existing baseball and softball scoreboards; and installation of new baseball and softball scoreboards, and new flagpole at soccer field.

B. Type of Contract.

1. Project will be constructed under a single prime contract.
1.4 ACCESS TO SITE

A. General: 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.

1.5 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.
   1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
   1. Notify Architect and Owner not less than two days in advance of proposed utility interruptions.
   2. Obtain Architect's and Owner's written permission before proceeding with utility interruptions.

C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
   1. Notify Architect and Owner not less than two days in advance of proposed disruptive operations.
   2. Obtain Architect's and Owner's written permission before proceeding with disruptive operations.

D. Nonsmoking Area: Smoking is not permitted within the area of work or within 25 feet of entrances.

E. Controlled Substances: Use of tobacco products and other controlled substances within the Project site is not permitted.

1.6 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. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. 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 published as part of the U.S. National CAD Standard and scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

1.7 MISCELLANEOUS PROVISIONS

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000
PART 1 - GENERAL

1.1 TIME OF COMPLETION AND SCHEDULING

A. In preparation of the CPM schedule, the Contractor must allow for the following contract milestone dates, activities, durations, and constraints:

1. The Contractor can anticipate a Notice to Proceed to be issued no later than (14) calendar days after the opening of the bids.

2. Furnish All Submittals for Review: (7) Calendar days after Notice to Proceed.
   (Submittals that require field verification and dimensions that cannot be prepared within this period are excluded of this milestone)

3. Work onsite is to commence within 7 days of Notice to Proceed.

4. Substantial Completion: 45 Calendar Days from the Notice to Proceed.

5. Final Completion (Punchlist 100% complete): (15) calendar days after Substantial Completion.

- END OF SECTION 01 11 05 -
SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK


1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. WORK Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

c. Include costs of labor and supervision directly attributable to the change.

d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

e. Quotation Form: Use forms acceptable to Architect.

B. Contractor-Initiated Work Change Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.4 CHANGE ORDER PROCEDURES


1.5 CONSTRUCTION CHANGE DIRECTIVE


1. Construction Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Work Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600
(Printed name and title)  (Signature)

Issued by the Architect:

(There insert listing of documents that support description.)

Attachments:

Description:

At Contract Time:

The Work shall be carried out in accordance with the following supplementary instructions issued in accordance with:

Architect's Project Number:

To Contractor (Name and address):

From Architect (Name and address):

Owner (Name and address):

Project (Name and address):

Supplemental Instructions

Contract Number:

Contract Date:

Contract For:

Date of Issuance:

Instruction No.:

Architect's Supplemental Instructions

Document G710™ - 1992

AIA®
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

CONTRACTORS, in which a Change Order is executed to supersede the Construction Change Directive.  

NOTE: This Change Order does not include changes in the Contract Sum.  Consents time of guaranteed maximum price which are

The date of Substantial Completion of the work of this Change Order is as follows:

The Contractor shall be relieved of the Change Order in the amount of

The original Change Order was

The new Change Order will be in the amount of

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### Proposed Adjudications

(Describe briefly any proposed changes or the new project information in the directive)

You are hereby directed to make the following change(s) in this Contract:

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<th>OTHER</th>
<th>FIELD</th>
<th>CONTRACTOR</th>
<th>PROJECT NUMBER</th>
<th>ARCHITECT'S NAME</th>
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**Proposed Change Directive**

Document C7414 – 2007

**AIA**
SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:
   1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
   2. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

   1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
      a. Application for Payment forms with continuation sheets.
      b. Submittal schedule.
      c. Items required to be indicated as separate activities in Contractor's construction schedule.

   2. Submit the schedule of values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

   3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

   1. Identification: Include the following Project identification on the schedule of values:
      a. Project name and location.
      b. Name of Architect.
      c. Architect's project number.
      d. Contractor's name and address.
      e. Date of submittal.

   2. Arrange schedule of values consistent with format of AIA Document G703.

4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.

8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

   1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

C. Payment Application Times: Submit Application for Payment to Architect by the first of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Schedule of unit prices.
5. Submittal schedule (preliminary if not final).
6. List of Contractor's staff assignments.
7. List of Contractor's principal consultants.
10. Initial progress report.
12. Certificates of insurance and insurance policies.

I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900
## Continuation Sheet


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<th>ITEM NO.</th>
<th>DESCRIPTION OF WORK</th>
<th>SCHEDULED VALUE</th>
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**User Notes:** (1500561510)
**Application and Certificate for Payment**

**TO OWNER:**

**PROJECT:**

**APPLICATION NO:**

**PERIOD TO:**

**CONTRACT FOR:**

**CONTRACT DATE:**

**ARCHITECT:**

**PROJECT NOS:**

**VIA CONTRACT DATE:**

**ARCHITECT'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. **ORIGINAL CONTRACT SUM** .......................................................... $0.00
2. **NET CHANGE BY CHANGE ORDERS** ............................................ $0.00
3. **CONTRACT SUM TO DATE** (Line 1 ± 2) ...................................... $0.00
4. **TOTAL COMPLETED & STORED TO DATE** (Column G on G703) .... $0.00

5. **RETAI NAGE:**
   a. ______ % of Completed Work (Column D + E on G703: $0.00) = $0.00
   b. ______ % of Stored Material (Column F on G703: $0.00) = $0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) ................ $0.00

6. **TOTAL EARNED LESS RETAINAGE** ........................................... $0.00

7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** ......................... $0.00

8. **CURRENT PAYMENT DUE** ....................................................... $0.00

9. **BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6) $0.00

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the **AMOUNT CERTIFIED.**

**AMOUNT CERTIFIED:**

$0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:**

By: ___________________________

Date: _________________________

This Certificate is not negotiable. The **AMOUNT CERTIFIED** is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.
Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)  ARCHITECT'S PROJECT NUMBER:

ARCHITECT: ☐  OWNER: ☐

ARCHITECT: ☐  CONTRACTOR: ☐

TO OWNER: (Name and address)  CONTRACT FOR:

SURETY: ☐  CONTRACT DATED:

SURETY: ☐  OTHER: ☐

STATE OF:

COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.


CONTRACTOR: (Name and address)

BY: ________________________________

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

(91159021)
Contractor's Affidavit of Release of Liens

PROJECT: (Name and address)  
ARCHITECT'S PROJECT NUMBER:  
OWNER: ☐  
ARCHITECT: ☐  
TO OWNER: (Name and address)  
CONTRACT FOR:  
CONTRACT DATED:  
CONTRACTOR: ☐  
SURETY: ☐  
OTHER: ☐  

STATE OF:  
COUNTY OF:  

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:
1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: (Name and address)

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:
CONSENT OF SURETY TO FINAL PAYMENT

PROJECT: (Name and address) 
ARCHITECT'S PROJECT NUMBER: 
OWNER: □

ARCHITECT: □
CONTRACT FOR:
CONTRACTOR: □
SURETY: □

TO OWNER: (Name and address) 
CONTRACT DATED:
OTHER: □

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(insert name and address of Surety)

on bond of
(insert name and address of Contractor)

(SURETY)

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
SURETY of any of its obligations to
(insert name and address of Owner)

(CONTRACTOR)

as set forth in said Surety's bond.

(IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:)
(insert in writing the month followed by the numeric date and year)

(OWNER)

(Signature of authorized representative)

(Attest:
(Seal:)

(Printed name and title)
SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Coordination drawings.
2. Requests for Information (RFIs).
3. Project meetings.

1.2 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

1.4 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.
B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

1.5 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.

b. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid.

2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
6. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility.

1.6 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

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

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
   a. Requests for approval of submittals.
   b. Requests for approval of substitutions.
   c. Requests for coordination information already indicated in the Contract Documents.
   d. Requests for adjustments in the Contract Time or the Contract Sum.
   e. Requests for interpretation of Architect's actions on submittals.
   f. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.

3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
   a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
   1. Project name.
   2. Name and address of Contractor.
   3. Name and address of Architect.
   4. RFI number including RFIs that were dropped and not submitted.
   5. RFI description.
   6. Date the RFI was submitted.
   7. Date Architect's response was received.

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

1.7 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
   1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
   2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, and Architect, within three days of the meeting.

B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.

1. Attendees: Authorized representatives of Owner Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Discuss items of significance that could affect progress, including the following:
   a. Tentative construction schedule.
   b. Phasing.
   c. Critical work sequencing and long-lead items.
   d. Designation of key personnel and their duties.
   e. Procedures for processing field decisions and Change Orders.
   f. Procedures for RFI.
   g. Procedures for testing and inspecting.
   h. Procedures for processing Applications for Payment.
   i. Distribution of the Contract Documents.
   j. Submittal procedures.
   k. Preparation of record documents.
   l. Use of the premises.
   m. Work restrictions.
   n. Working hours.
   o. Owner's occupancy requirements.
   p. Responsibility for temporary facilities and controls.
   q. Procedures for moisture and mold control.
   r. Procedures for disruptions and shutdowns.
   s. Construction waste management and recycling.
   t. Parking availability.
   u. Office, work, and storage areas.
   v. Equipment deliveries and priorities.
   w. First aid.
   x. Security.
   y. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

   b. Options.
   c. Related RFIs.
   d. Related Change Orders.
   e. Purchases.
   f. Deliveries.
   g. Submittals.
   h. Review of mockups.
   i. Possible conflicts.
   j. Compatibility problems.
   k. Time schedules.
   l. Weather limitations.
   m. Manufacturer's written instructions.
   n. Warranty requirements.
   o. Compatibility of materials.
   p. Acceptability of substrates.
   q. Temporary facilities and controls.
   r. Space and access limitations.
   s. Regulations of authorities having jurisdiction.
   t. Testing and inspecting requirements.
   u. Installation procedures.
   v. Coordination with other work.
   w. Required performance results.
   x. Protection of adjacent work.
   y. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.

4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.

5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: Conduct progress meetings at biweekly intervals.

1. Attendees: In addition to representatives of Owner, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

   a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule,
in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period.

b. Review present and future needs of each entity present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Progress cleaning.
10) Quality and work standards.
11) Status of correction of deficient items.
12) Field observations.
13) Status of RFIs.
14) Status of proposal requests.
15) Pending changes.
16) Status of Change Orders.
17) Pending claims and disputes.
18) Documentation of information for payment requests.

3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100
SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's construction schedule.
2. Construction schedule updating reports.
3. Daily construction reports.
4. Site condition reports.

1.2 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

1.3 INFORMATIONAL SUBMITTALS

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

1. PDF electronic file.

B. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.

D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
3. Total Float Report: List of all activities sorted in ascending order of total float.
4. Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.

E. Construction Schedule Updating Reports: Submit with Applications for Payment.

F. Daily Construction Reports: Submit at weekly intervals.

G. Site Condition Reports: Submit at time of discovery of differing conditions.

1.4 COORDINATION

A. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.

2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.


4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.

5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.

2. Work under More Than One Contract: Include a separate activity for each contract.

3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.

4. Work Restrictions: Show the effect of the following items on the schedule:
   a. Coordination with existing construction.
   b. Limitations of continued occupancies.
   c. Uninterruptible services.
   d. Partial occupancy before Substantial Completion.
   e. Use of premises restrictions.
   g. Seasonal variations.
   h. Environmental control.

5. Work Stages: Indicate important stages of construction for each major portion of the Work.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.

2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.

F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule.

G. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
   1. Use Microsoft Project.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 30 days of date established for the Notice to Proceed.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
   1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.3 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
   1. List of subcontractors at Project site.
   2. List of separate contractors at Project site.
   3. Approximate count of personnel at Project site.
   4. Equipment at Project site.
   5. Material deliveries.
   6. High and low temperatures and general weather conditions, including presence of rain or snow.
   7. Accidents.
   8. Meetings and significant decisions.
   9. Unusual events.
   10. Stoppages, delays, shortages, and losses.
   11. Meter readings and similar recordings.
   13. Orders and requests of authorities having jurisdiction.
   14. Change Orders received and implemented.
   15. Construction Change Directives received and implemented.
   16. Services connected and disconnected.
   17. Equipment or system tests and startups.
   18. Partial completions and occupancies.
19. Substantial Completions authorized.

B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.

2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.

3. As the Work progresses, indicate final completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.

2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200
SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Requirements:

1. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action.

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.3 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic copies of digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 15 days for review of each resubmittal.

D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
3. Include the following information for processing and recording action taken:
   a. Project name.
   b. Date.
   c. Name of Architect.
   d. Name of Construction Manager.
   e. Name of Contractor.
   f. Name of subcontractor.
   g. Name of supplier.
   h. Name of manufacturer.
   i. Submittal number or other unique identifier, including revision identifier.

1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

j. Number and title of appropriate Specification Section.
k. Drawing number and detail references, as appropriate.
l. Location(s) where product is to be installed, as appropriate.
m. Other necessary identification.

4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.

   b. Transmittal Form for Paper Submittals: Provide locations on form for the following information:

      1) Project name.
      2) Date.
      3) Destination (To:).
      4) Source (From:).
      5) Name and address of Architect.
      6) Name of Construction Manager.
      7) Name of Contractor.
      8) Name of firm or entity that prepared submittal.
      9) Names of subcontractor, manufacturer, and supplier.
      10) Category and type of submittal.
      11) Submittal purpose and description.
      12) Specification Section number and title.
      13) Specification paragraph number or drawing designation and generic name for each of multiple items.
      14) Drawing number and detail references, as appropriate.
      15) Indication of full or partial submittal.
      16) Transmittal number, numbered consecutively.
      17) Submittal and transmittal distribution record.
      18) Remarks.
      19) Signature of transmitter.

E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.

   a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).

3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:

   a. Project name.
   b. Date.
   c. Name and address of Architect.
d. Name of Construction Manager.
e. Name of Contractor.
f. Name of firm or entity that prepared submittal.
g. Names of subcontractor, manufacturer, and supplier.
h. Category and type of submittal.
i. Submittal purpose and description.
j. Specification Section number and title.
k. Specification paragraph number or drawing designation and generic name for each of multiple items.
l. Drawing number and detail references, as appropriate.
m. Location(s) where product is to be installed, as appropriate.
n. Related physical samples submitted directly.
o. Indication of full or partial submittal.
p. Transmittal number, numbered consecutively.
q. Submittal and transmittal distribution record.
r. Other necessary identification.
s. Remarks.

5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
   a. Project name.
   b. Number and title of appropriate Specification Section.
   c. Manufacturer name.
   d. Product name.

F. Options: Identify options requiring selection by Architect.

G. Deviations: Identify deviations from the Contract Documents on submittals.

H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
   1. Note date and content of previous submittal.
   2. Note date and content of revision in label or title block and clearly indicate extent of revision.
   3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.
PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements:

1. Submit electronic submittals via email as PDF electronic files.

2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
   a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
   b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
   a. Manufacturer's catalog cuts.
   b. Manufacturer's product specifications.
   c. Standard color charts.
   d. Statement of compliance with specified referenced standards.
   e. Testing by recognized testing agency.
   f. Application of testing agency labels and seals.
   g. Notation of coordination requirements.
   h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:
   a. Wiring diagrams showing factory-installed wiring.
   b. Printed performance curves.
   c. Operational range diagrams.
   d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data in the following format:
   a. PDF electronic file.
C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
   a. Identification of products.
   b. Schedules.
   c. Compliance with specified standards.
   d. Notation of coordination requirements.
   e. Notation of dimensions established by field measurement.
   f. Relationship and attachment to adjoining construction clearly indicated.
   g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 24 by 36 inches.

3. Submit Shop Drawings in the following format:
   a. PDF electronic file.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.

2. Identification: Attach label on unexposed side of Samples that includes the following:
   a. Generic description of Sample.
   b. Product name and name of manufacturer.
   c. Sample source.
   d. Number and title of applicable Specification Section.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.

4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
   a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
   b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

a. Number of Samples: Submit three sets of Samples. Will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.

1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Submit product schedule in the following format:

a. PDF electronic file.

F. Coordination Drawings Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."

G. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."

H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."

I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."

J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."

K. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."

L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
M. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

N. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

O. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

P. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

Q. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

R. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

S. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

T. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.

U. Schedule of Tests and Inspections: Comply with requirements specified in Section 014000 "Quality Requirements."

V. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

W. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

X. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

Y. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads.
Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300
SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.

2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner or authorities having jurisdiction are not limited by provisions of this Section.

3. Specific test and inspection requirements are not specified in this Section.

1.2 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.

D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.4 INFORMATIONAL SUBMITTALS

A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.

B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.5 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
5. Other required items indicated in individual Specification Sections.

C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

   1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

   1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
   2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

   1. Contractor responsibilities include the following:

      a. Provide test specimens representative of proposed products and construction.
      b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
      c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
d. When testing is complete, remove test specimens, assemblies, and mockups, do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
   a. Allow seven days for initial review and each re-review of each mockup.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed unless otherwise indicated.

K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections.

1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
   a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.
G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.8 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections and in Statement of Special Inspections attached to this Section, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect, with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000
SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

7. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
8. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
9. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
15. AIA - American Institute of Architects (The); www.aia.org.
25. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
26. ARI - American Refrigeration Institute; (See AHRI).
28. ASCE - American Society of Civil Engineers; www.asce.org.
29. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
32. ASSE - American Society of Safety Engineers (The); wwwasse.org.
35. ATIS - Alliance for Telecommunications Industry Solutions; wwwatis.org.
37. AWI - Architectural Woodwork Institute; wwwawinet.org.
39. AWPA - American Wood Protection Association; (Formerly: American Wood-Preservers' Association); wwwawpa.com.
40. AWS - American Welding Society; wwwaws.org.
41. AWWA - American Water Works Association; wwwawwa.org.
42. BHMA - Builders Hardware Manufacturers Association; wwwbuildershardware.com.
43. BIA - Brick Industry Association (The); wwwgobrick.com.
44. BICSI - BICSI, Inc.; wwwbicsi.org.
45. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); wwwbifma.com.
46. BISSC - Baking Industry Sanitation Standards Committee; wwwbissc.org.
47. BWF - Badminton World Federation; (Formerly: International Badminton Federation); wwwbwfbadminton.org.
48. CDA - Copper Development Association; wwwcopperorg.
49. CEA - Canadian Electricity Association; wwwelectricityca.
50. CEA - Consumer Electronics Association; wwwceorg.
51. CFSEI - Cold-Formed Steel Engineers Institute; wwwcfseiorg.
52. CGA - Compressed Gas Association; wwwcganetcom.
53. CIMA - Chemical Fabrics & Film Association, Inc.; wwwchemicalfabricsandfilmcom.
54. CISSC - Chain Link fence Manufacturers Institute; wwwchainlinkinfoorg.
55. CPA - Composite Panel Association; wwwpbmdfcom.
56. CRI - Carpet and Rug Institute (The); wwwcarpet-rugorg.
57. CRRC - Cool Roof Rating Council; wwwcoolroofsorg.
58. CRSI - Concrete Reinforcing Steel Institute; wwwcrsiorg.
59. CSA - Canadian Standards Association; wwwcsa-ca.
60. CSA - CSA International; (Formerly: IAS - International Approval Services); wwwcsainternationalorg.
61. CSI - Construction Specifications Institute (The); wwwcsinetorg.
62. CSSB - Cedar Shake & Shingle Bureau; wwwcedarbureauorg.
63. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); wwwctiorg.
64. CWCC - Composite Wood Council; (See CPA).
65. DASMA - Door and Access Systems Manufacturers Association; wwwdasmacom.
66. DHI - Door and Hardware Institute; wwwdhiorg.
67. ECA - Electronic Components Association; (See ECIA).
71. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
73. EIA - Electronic Industries Alliance; (See TIA).
76. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
77. ESTA - Entertainment Services and Technology Association; (See PLASA).
79. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
80. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
82. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
86. GA - Gypsum Association; www.gypsum.org.
88. GS - Green Seal; www.greenseal.org.
89. HI - Hydraulic Institute; www.pumps.org.
90. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
91. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
95. IAS - International Accreditation Service; www.iasonline.org.
96. IAS - International Approval Services; (See CSA).
97. ICBO - International Conference of Building Officials; (See ICC).
99. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
100. ICPCA - International Cast Polymer Alliance; www.icpahq.org.
101. ICR - International Concrete Repair Institute, Inc.; www.icri.org.
103. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
104. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
105. IESNA - Illuminating Engineering Society of North America; (See IES).
106. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
110. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
111. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
112. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
113. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.


115. ISSFA - International Solid Surface Fabricators Association; (See ISFA).

116. ITU - International Telecommunication Union; www.itu.int/home.

117. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.

118. LMA - Laminating Materials Association; (See CPA).


120. MBMA - Metal Building Manufacturers Association; www.mbma.com.

121. MCA - Metal Construction Association; www.metalconstruction.org.


125. MIA - Marble Institute of America; www.marble-institute.com.

126. MMPA - Moulding & Millwork Producers Association; (Formerly: Wood Moulding & Millwork Producers Association); www.wmmpa.com.


130. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.


134. NCAAA - National Collegiate Athletic Association (The); www.ncaa.org.

135. NCMA - National Concrete Masonry Association; www.ncma.org.


137. NECA - National Electrical Contractors Association; www.necanet.org.


139. NEMA - National Electrical Manufacturers Association; www.nema.org.

140. NETA - InterNational Electrical Testing Association; www.netaworld.org.

141. NFHS - National Federation of State High School Associations; www.nfhs.org.


143. NFPA - NFPA International; (See NFPA).


146. NLGA - National Lumber Grades Authority; www.nlga.org.

147. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).


149. NRCA - National Roofing Contractors Association; www.nrca.net.

150. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.

151. NSF - NSF International; (National Sanitation Foundation International); www.nsf.org.

152. NSPE - National Society of Professional Engineers; www.nspe.org.


156. PCI - Precast/Prestressed Concrete Institute; www pci.org.
158. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
162. SAE - SAE International; (Society of Automotive Engineers); www.sae.org.
163. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
164. SDI - Steel Deck Institute; www.sdi.org.
165. SDI - Steel Door Institute; www.steeldoor.org.
167. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
170. SMA - Screen Manufacturers Association; www.smainfo.org.
171. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
172. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
173. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
182. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
185. TIA - Telecommunications Industry Association; (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
186. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
188. TPI - Truss Plate Institute; www.tpinst.org.
189. TPI - Turfgrass Producers International; www.turfgrasspro.org.
190. TRI - Tile Roofing Institute; (Formerly: National Tile Roofing Manufacturing Association); www.tileroofing.org.
191. UBC - Uniform Building Code; (See ICC).
194. USAV - USA Volleyball; www.usavolleyball.org.
C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

1. DIN - Deutsches Institut f?r Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

1. COE - Army Corps of Engineers; www.usace.army.mil.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; http://eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list.
2. DOD - Department of Defense; Military Specifications and Standards; Available from Department of Defense Single Stock Point; http://dodssp.daps.dla.mil.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic Appliance and Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
3. CDHS; California Department of Health Services; (See CDPH).
4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.caiaq.org.
5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
7. TFS; Texas Forest Service; Forest Resource Development and Sustainable Forestry; http://txforestservation.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200
SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:

   1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.

B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire prevention program.

1.4 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.


1.5 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Chain-Link Fencing: Minimum 2-inch, thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top rails, with galvanized barbed-wire top strand.

2.2 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.
1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
   1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.

C. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

E. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

F. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
   1. Install electric power service overhead unless otherwise indicated.
   2. Connect temporary service to Owner's existing power source, as directed by Owner.

G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
   1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:
   1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of project lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
   2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.
1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.

C. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.

   1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
   2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Section 312000 "Earth Moving."
   3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
   4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Section 321216 "Asphalt Paving."

D. Traffic Controls: Comply with requirements of authorities having jurisdiction.

   1. Protect existing site improvements to remain including curbs, pavement, and utilities.
   2. Maintain access for fire-fighting equipment and access to fire hydrants.

E. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

   1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
   2. Remove snow and ice as required to minimize accumulations.

G. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

   1. Identification Signs: Provide Project identification signs as indicated on Drawings.
   2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

      a. Provide temporary, directional signs for construction personnel and visitors.

   3. Maintain and touchup signs so they are legible at all times.

H. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

I. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.

G. Site Enclosure Fence: Prior to commencing earthwork, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.

1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.

H. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.

I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

J. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

K. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire prevention program.
1. Prohibit smoking in construction areas.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 MOISTURE AND MOLD CONTROL


B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect materials from water damage and keep porous and organic materials from coming into prolonged contact with concrete.

C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
   1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
   2. Keep interior spaces reasonably clean and protected from water damage.
   3. Discard or replace water-damaged and wet material.
   4. Discard, replace, or clean stored or installed material that begins to grow mold.
   5. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
   1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
   2. Remove materials that can not be completely restored to their manufactured moisture level within 48 hours.

3.6 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

   1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000
SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:

   1. Section 012500 "Substitution Procedures" for requests for substitutions.

1.2 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

   1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.

   2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.

   3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
   
a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.


1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:
   1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
   2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
   3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
   4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:
   1. Store products to allow for inspection and measurement of quantity or counting of units.
   2. Store materials in a manner that will not endanger Project structure.
   3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
   4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
   5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. Refer to other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.

B. Product Selection Procedures:
1. **Product:** Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

2. **Manufacturer/Source:** Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

3. **Products:**
   a. **Restricted List:** Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
   b. **Nonrestricted List:** Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

4. **Manufacturers:**
   a. **Restricted List:** Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
   b. **Nonrestricted List:** Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

5. **Basis-of-Design Product:** Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. **Visual Matching Specification:** Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

   1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

D. **Visual Selection Specification:** Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000
SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

2. Field engineering and surveying.
3. Installation of the Work.
4. Cutting and patching.
5. Coordination of Owner-installed products.
6. Progress cleaning.
7. Starting and adjusting.
8. Protection of installed construction.

B. Related Requirements:

1. Section 011000 "Summary" for limits on use of Project site.
2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.2 INFORMATIONAL SUBMITTALS

A. Certificates: Submit certificate signed by professional engineer certifying that location and elevation of improvements comply with requirements.

B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.3 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

   1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.

   1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.

   2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where
indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

B. General: Engage a professional engineer to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish limits on use of Project site.
3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
4. Inform installers of lines and levels to which they must comply.
5. Check the location, level and plumb, of every major element as the Work progresses.
6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

D. Final Property Survey: Engage a professional engineer to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by professional engineer, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.

1. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."
3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
3.6 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.

5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.

6. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.
3.7 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
3.8 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements"

3.9 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for the following:
   1. Salvaging nonhazardous demolition and construction waste.
   2. Recycling nonhazardous demolition and construction waste.
   3. Disposing of nonhazardous demolition and construction waste.

B. Related Requirements:
   1. Section 024119 "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements, and for disposition of hazardous waste.

1.2 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.3 ACTION SUBMITTALS

A. Waste Management Plan: Submit plan within 7 days of date established for the Notice to Proceed.
1.4 INFORMATIONAL SUBMITTALS

A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Include the following information:

1. Material category.
2. Generation point of waste.
3. Total quantity of waste in tons.
4. Quantity of waste salvaged, both estimated and actual in tons.
5. Quantity of waste recycled, both estimated and actual in tons.
6. Total quantity of waste recovered (salvaged plus recycled) in tons.
7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.

C. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.

D. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.

E. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

F. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

G. Qualification Data: For waste management coordinator.

1.5 QUALITY ASSURANCE

A. Waste Management Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination."

1.6 WASTE MANAGEMENT PLAN

A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
B. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.

1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.

C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

1. Distribute waste management plan to everyone concerned within three days of submittal return.
2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

A. Salvaged Items for Reuse in the Work:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until installation.
4. Protect items from damage during transport and storage.
5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

B. Salvaged Items for Sale and Donation: Not permitted on Project site.

C. Salvaged Items for Owner's Use:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

3.3 RECYCLING, DEMOLITION AND CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Owner be shared equally by Owner and Contractor.

C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.

1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

   a. Inspect containers and bins for contamination and remove contaminated materials if found.
2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from the weather.
5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.4 RECYCLING DEMOLITION WASTE

A. Asphalt Paving: Grind asphalt to maximum 1-1/2-inch 4-inch size.
B. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
   1. Pulverize concrete to maximum 1-1/2-inch 4-inch size.
C. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
   1. Pulverize masonry to maximum 3/4-inch size.
   2. Clean and stack undamaged, whole masonry units on wood pallets.
D. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
E. Metals: Separate metals by type.
   1. Structural Steel: Stack members according to size, type of member, and length.
   2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
F. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
G. Conduit: Reduce conduit to straight lengths and store by type and size.

3.5 RECYCLING CONSTRUCTION WASTE

A. Packaging:
   1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
   3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
   4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
B. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

3.6 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Burning: Burning of waste materials is permitted only at designated areas on Owner's property, provided required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.

D. Disposal: Remove waste materials and dispose of at designated spoil areas on Owner's property.

E. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419
SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

B. Related Requirements:
1. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.2 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.
1.5 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
   a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
5. Submit test/adjust/balance records.
6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings.
6. Advise Owner of changeover in heat and other utilities.
7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.6 FINAL COMPLETION PROCEDURES

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Submit list of incomplete items in the following format:
   a. PDF electronic file. Architect will return annotated copy.
1.8 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
CLOSEOUT PROCEDURES

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

   a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
   b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
   c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
   d. Remove tools, construction equipment, machinery, and surplus material from Project site.
   e. Remove snow and ice to provide safe access to building.
   f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
   g. Sweep concrete floors broom clean in unoccupied spaces.
   h. Remove labels that are not permanent.
   i. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
   j. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
   k. Leave Project clean and ready for occupancy.

C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700
SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

1.2 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

   1. Number of Copies: Submit one set of marked-up record prints.
   2. Number of Copies: Submit copies of record Drawings as follows:

      a. Initial Submittal:
         1) Submit PDF electronic files of scanned record prints and one set of file prints.
         2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.

      b. Final Submittal:
         1) Submit PDF electronic files of scanned record prints and three sets of prints.
         2) Print each drawing, whether or not changes and additional information were recorded.

B. Record Specifications: annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
   a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
   b. Record data as soon as possible after obtaining it.
   c. Record and check the markup before enclosing concealed installations.
2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
   1. Format: Annotated PDF electronic file with comment function enabled.
   2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
   3. Refer instances of uncertainty to Architect for resolution.

C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
   1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
   2. Format: Annotated PDF electronic file with comment function enabled.
   3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
   4. Identification: As follows:
      a. Project name.
      b. Date.
      c. Designation "PROJECT RECORD DRAWINGS."
      d. Name of Architect.
      e. Name of Contractor.
2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders, record Product Data, and record Drawings where applicable.

B. Format: Submit record Specifications as annotated PDF electronic file.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data as annotated PDF electronic file.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as PDF electronic file.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839