

## 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  
                    Topken Language Lab  
                    RCNJ Project No. 2016-01-02C

**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:                      Kirsten DaSilva  
Title:                        Vice President for Administration and Finance  
Address:                    Ramapo College of New Jersey  
                                    505 Ramapo Valley Road  
                                    Mahwah, New Jersey 07430  
Telephone Number:      (201) 684-7616

3.2 Project Manager:

Name: Seamus Doran  
Address: Ramapo College of New Jersey  
505 Ramapo Valley Road  
Mahwah, New Jersey 07430  
Telephone Number: (201) 788-4558

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: (30) calendar days after permits received.
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:

Kirsten DaSilva, Vice President of Administration and Finance  
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](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 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 upon request.
- 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**

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

By \_\_\_\_\_  
Kirsten DaSilva  
Vice President for Administration and Finance

Date \_\_\_\_\_

ATTEST:

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

By \_\_\_\_\_

Date \_\_\_\_\_