



RECEIPT OF BID DOCUMENTS

TO: Potential Bidders
FROM: Cambridge Construction Management, Inc.
DATE: June 29, 2017
RE: Ramapo College of New Jersey
College Park Apartments Site Improvements
RCNJ Project No. 2017-64-01C.1

Dear Potential Bidder,

Each potential bidder is to fill out this form and return to Daniel Connelly via fax (908) 638-9701, or email at gromerojr@cambridgecm.com to acknowledge receipt of the bid documents for the project referenced above. By completing this form, your firm will be on the potential bidder list and will receive all issued bid addendums.

RECEIVED BY: _____ DATE: _____

COMPANY: _____

PHONE: _____

EMAIL: _____

Sincerely,

Gregory Romero, Jr.
Senior Project Manager
Cambridge Construction Management, Inc.

Enclosures:
College Park Apartments Site Improvements
Construction Documents Specifications



College Park Apartments Site Improvements

RCNJ Project No. 2017-64-01C.1

Re-Bid

Construction Documents Specifications

Issued for Bid: June 29, 2017

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RAMAPO COLLEGE OF NEW JERSEY
505 RAMAPO VALLEY ROAD
MAHWAH, NEW JERSEY 07430
NOTICE TO BIDDERS

PROPOSAL NO. 2017-64-01C.1 - REBID

PUBLIC NOTICE is hereby given that SEALED BIDS will be received for the **CPA Site Improvements** 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, Tuesday July 25, 2017**, 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 is being bid as lump sum general construction and consists of exterior improvements to the College Park Apartments complex. Improvements to this area include new asphalt walkways, new staircases, hand railings, guard rails, and storm water management. The purpose of this project is to upgrade aging infrastructure leading up to college dormitory buildings and assist with storm drainage.

The Bid Documents will be available for download from the College's website: <https://www.ramapo.edu/construction-projects/cpa-site-improvements-rebid/> **Thursday, June 29, 2017 at 9:00 AM**. Bidders may also purchase documents directly from ACE Reprographic Service; 74 East 30th Street, Paterson, NJ 07514 (telephone 973-684-5945) per the printer's copying and shipping charges.

All questions are to be submitted to the attention of Gregory Romero Jr, Cambridge Construction Management, gromerojr@cambridgecm.com until **2:00 PM local time, Wednesday, July 12, 2017**. Answers to these questions, and other revisions to the contract documents will be included in an addendum issued to Ramapo's website on **Thursday, July 13, 2017**.

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 contractors bidding on this project must be insured and DPMC Prequalified in trade classification C008, C054, and/or C059. 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. 2017-64-01C.1** and indicate "Sealed Bid" in the lower left hand corner.

Kirsten DaSilva
Vice President of Administration and Finance
(201) 684-7616

00 10 00 NOTICE TO BIDDERS

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.

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 completed contract form

IB1.8 Proposals shall remain open for acceptance and may not be withdrawn for a period of sixty (60) days after Bid Opening Date.

IB1.9 Proposals not submitted and filed in accordance with instructions contained herein and in the Notice to Bidders may be rejected as non-responsive.

IB1.10 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.

00 20 00 INSTRUCTIONS TO BIDDERS

1B2 Notice of Intent to Award & Bid Protest Procedures

1B2.1 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."

1B2.2 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.

1B2.3. 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.

1B2.4 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.

1B2.5 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.

1B2.6 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).

1B2.7 The College reserves the right to waive any immaterial defects in the bid or the bidding process.

1B2.8 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 Contracts 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

00 20 00 INSTRUCTIONS TO BIDDERS

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

00 20 00 INSTRUCTIONS TO BIDDERS

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 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. 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 Not used.

IB6.5 Pursuant to N.J.S.A. 52:32-44, the Bidder 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. The affidavit will be requested prior to the time of contract, purchase order, other contract documents execution.

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

00 20 00 INSTRUCTIONS TO BIDDERS

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. Gregg Romero, Jr of Cambridge Construction Management via e-mail gromerorjr@cambridgecm.com and must be received by 2:00 PM Wednesday July 12, 2017. 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.

00 20 00 INSTRUCTIONS TO BIDDERS

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 "Equivalent" 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 Wednesday July 12, 2017** 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.

00 20 00 INSTRUCTIONS TO BIDDERS

**RAMAPO COLLEGE OF NEW JERSEY
BID COVER SHEET**

Bid No.: 2017-64-01C.1

Opening Date: Tuesday July 25, 2017

Time: 2:00 pm

Title: Ramapo College of New Jersey
College Park Apartments Site Improvements

The bid documents consist of the following:

BASE BID DOCUMENTS

Construction Documents Specifications
Construction Documents Drawings

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> *Proposal Form | <input checked="" type="checkbox"/> ** DPMC Notice of Classification and Uncompleted Contracts |
| <input checked="" type="checkbox"/> *Non-Collusion Affidavit | |
| <input checked="" type="checkbox"/> *Stockholder Disclosure Form | |
| <input checked="" type="checkbox"/> *Agreement of Surety Form | |
| <input checked="" type="checkbox"/> *Bid Security Form | |
| <input checked="" type="checkbox"/> **NJ Public Works Registration
Certificate | |

* 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: _____

**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: July 25, 2017
RCNJ Project No.: 2017-64-01C.1

Proposal Submitted To:

Project Title: College Park Apartments Site Improvements

Kirsten DaSilva, Vice President for Administration and Finance
Ramapo College of New Jersey
505 Ramapo Valley Road
Mahwah, NJ 07430

This proposal will be accepted no later than **2:00 PM, Tuesday, July 25, 2017**, after which time all proposals will be publicly opened and read.

Firm Name:

Address:

Email:

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

BID AMOUNT (BASE BID): Entire CPA Site Improvements Scope – All Drawings and Specifications

(dollars)(\$_____).
(Lump Sum all trades)

Signature of Principal

Printed Name

DEDUCT ALTERNATES:

DEDUCT Alternate No. 1: Throughout the entire College Park Apartments work area shown on the drawings, in lieu of full depth asphalt removal, milling per spec., contractor to mill an average of 3-4" in all asphalt areas and replace with asphalt pitched and sloped to direct water away from buildings.

(Lump Sum all trades) (dollars)(\$_____).

DEDUCT Alternate No. 2: Eliminate ditch Cleaning behind the Lodge, Redwood and Hickory Dorms. Cleaning includes excavation, stone work and removal of rock.

(Lump Sum all trades) (dollars)(\$_____).

DEDUCT Alternate No. 3: Eliminate removal and replacement of all timber guard rails as indicated on drawings.

(Lump Sum all trades) (dollars)(\$_____).

Signature of Principal

Printed Name

UNIT PRICES:

UNIT PRICE No. 1: Unforeseen Unsuitable Soils. State the total cost per unit to provide additional excavation, removal, hauling and lawful disposal of unforeseen unsuitable soils.

\$_____ /cubic yard in place

UNIT PRICE No. 2: Unforeseen Hazardous Soils. State the total cost per unit to provide additional excavation, removal, hauling and lawful disposal of unforeseen hazardous and/or regulated soils.

\$_____ /cubic yard in place

UNIT PRICE No. 3: Fill Material. State the total cost per unit to provide additional controlled, compacted, structural fill to be provided on site, including material, hauling and compaction for a complete installation.

\$_____ /cubic yard in place

UNIT PRICE No. 4: Dense Grade Aggregate – 6" Thick. State the total cost per unit to provide and install dense grade aggregate at locations directed by the Owner.

\$_____ /square yard in place

UNIT PRICE No. 5: Surface Course Mix I-5 – 2" Thick. State the total cost per unit to provide and install surface course mix at locations directed by the Owner.

\$_____ /ton in place

UNIT PRICE No. 6: Base Course Mix I-2 – 3". Thick State the total cost per unit to provide and install base course mix at locations directed by the Owner.

\$_____ /ton in place

UNIT PRICE No. 7: Concrete Sidewalk – 4" Thick. State the total cost per unit to provide and install 4" thick concrete sidewalk and 4" stone subbase at locations directed by the Owner.

\$_____ /square yard in place

UNIT PRICE No. 8: Concrete Curb – 9" x 18". State the total cost per unit to provide and install concrete curbing at locations directed by the Owner.

1. \$_____ /linear foot in place

Signature of Principal

Printed Name

BIDDING DOCUMENTS:

BASE BID DOCUMENTS

Construction Documents Specifications
Construction Documents Drawings

TIME:

The work to be performed under this Contract shall be complete in accordance with the following milestone dates (see 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.

Bidders 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

FOR BIDDER

Following are two (2) projects of similar scope and complexity, and value completed by our firm. Bidder acknowledges that the College may contact the Owners or their representatives for references.

1. Owner: _____
Owner Contact: _____ Tel. No.: () _____
Construction Manager: _____
CM Contact: _____ Tel. No.: () _____
Architect: _____
Architect Contact: _____ Tel. No.: () _____
Location: _____
Description: _____
Original Bid Amount: \$ _____
Contract Increases: \$ _____
Original Contract Completion Date: _____
Actual Completion Date: _____
Was Project Free of Claims and Litigation: YES NO
If NO, Please Explain: _____

2. Owner: _____
Owner Contact: _____ Tel. No.: () _____
Construction Manager: _____
CM Contact: _____ Tel. No.: () _____
Architect: _____
Architect Contact: _____ Tel. No.: () _____
Location: _____
Description: _____
Original Bid Amount: \$ _____
Contract Increases: \$ _____
Original Contract Completion Date: _____
Actual Completion Date: _____
Was Project Free of Claims and Litigation: YES NO
If NO, Please Explain: _____

Signature of Principal

Printed Name

Bidder acknowledges receipt of the following Addenda:

Addendum Number

Date of Addendum

_____	_____
_____	_____
_____	_____

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.

Company Email Address:

00 40 00-2 PROPOSAL FORM

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY ()
COUNTY OF ()

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.

Company Name

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.

NAME	ADDRESS (Street, City/Town, County, State, Zip)

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 _____

00 40 00-4 STOCKHOLDER DISCLOSURE FORM

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

00 40 00-6 BID SECURITY FORM

RAMAPO COLLEGE OF NEW JERSEY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES MAY RENDER THE PROPOSAL NON-RESPONSIVE.

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PROVIDE THOROUGH ANSWERS TO EACH QUESTION.

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

If you need to make additional entries, attach on a separate page.

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

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
 College Park Apartments Site Improvements
 RCNJ Project No. 2017-64-01C.1

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 Construction Manager:

Firm Name:	Cambridge Construction Management
Address:	97 Grayrock Road
	Clinton, New Jersey 08809
Telephone Number:	(908) 638-9700

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:
 1. File for Construction Permits: (Not Applicable)
 2. Furnish All Submittals for Review: (30) Calendar days after Notice to Proceed
 3. Substantial Completion: October 30, 2017
 4. Final Completion: (10) calendar days after Substantial Completion.
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 for Administration and Finance
Ramapo College of New Jersey
505 Ramapo Valley Road
Mahwah, New Jersey 07430

Gregory Romero, Jr, Project Manager
Cambridge Construction Management, Inc.
97 Grayrock Road
Clinton, New Jersey 08809

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 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

Owner Contractor Agreement

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:

General Contractor TBD

(Seal)

By_____

Date_____

RAMAPO COLLEGE OF NEW JERSEY

PERFORMANCE 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 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

BY:

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.

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 penalty 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, material men, 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,
material man, 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 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.

00 60 00-3 PAYMENT BOND FORM

RAMAPO COLLEGE OF NEW JERSEY

RETAINAGE BOND FORM

BOND NO. _____

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.

00 60 00-5 RETAINAGE BOND FORM

Ramapo College of New Jersey
College Park Apartments Site Improvements
RCNJ Project No. 2017-64-01C.1
Issued for Bid: June 29, 2017

Ramapo College of New Jersey
Project - CPA Site Improvements

RCNJ Project No. 2017-64-01C.1

Change Request No. _____

Date: _____

CONTRACTOR CHANGE ORDER PROPOSAL FORM

Contractor Name:	_____
Address:	_____ _____
Telephone No.:	_____

SECTION A: DETAILED DESCRIPTION OF THE WORK: _____

SECTION B: SELF PERFORMED WORK	CM REVISIONS	
1. Total Labor (from Labor Worksheet)	\$0.00	
2. Total Material (from Material Worksheet)	\$0.00	
3. Total Equipment (from Equipment Expense Proposal)	\$0.00	
4. Subtotal (total lines 1 through 3)	\$0.00	
5. Contractor's Mark-up Combined Overhead and Profit (15% of line 4)	\$0.00	
6. SELF PERFORMED WORK TOTAL (Total lines 4 and 5)	\$0.00	

SECTION C: SUBCONTRACTOR WORK		(From Subcontractor's Proposal - provide subcontractor proposal forms)	
7. Names of Subcontractors:	Base Cost Only	10% Markup	
A. _____	\$0.00	\$0.00	
B. _____	\$0.00	\$0.00	
C. _____	\$0.00	\$0.00	
D. _____	\$0.00	\$0.00	
8. TOTAL SUBCONTRACTORS' PROPOSALS	\$0.00	\$0.00	
9. General Contractor's 10% Markup on Subs' Cost (per General Conditions)		\$0.00	
10. SUBCONTRACTOR TOTAL		\$0.00	

SECTION D: CONTRACTOR'S REQUESTED TOTAL	
11. AMOUNT REQUESTED	(Total lines 6 and 10) \$0.00

 Signature of Contractor's Authorized Representative Date

 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

Ramapo College of New Jersey

Project - CPA Site Improvements

RCNJ Project No. 2014-64-01C.1

Change Request No. _____

Date: _____

CHANGE ORDER LABOR WORKSHEET

Contractor Name:	_____
Address:	_____
Telephone No.:	_____

[illegible]

Ramapo College of New Jersey
College Park Apartments Site Improvements
RCNJ Project No. 2017-64-01C.1
Issued for Bid: June 29, 2017

RCNJ Project No. 2014-64-01C.1

Date: _____

Contractor Name:	_____
Address:	_____
Telephone No.:	_____

[illegible]

Ramapo College of New Jersey
Project - CPA Site Improvements

RCNJ Project No. 2014-64-01C.1

Change Request No. _____

Date: _____

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. <i>Include a copy of the rental invoice or quote.</i> 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.							Comments:			
1	2	3	4	5	6	7	8	9	10	11
Indicate if Owned or Rented	Reference Page from Blue Book	Complete equipment Description Year, Make, Complete Model No., Size, Capacity, H.P., GWV Fuel Type used or other information to completely describe the equipment used.	Hours Required on Site	Monthly Rate	Hourly Rate (Column 5 divided by 176 hrs/Mo.)	Equipment Expense (Column 4 multiplied by Column 6)	Actual Operating Hours	Hourly Operating Cost (Rate from Blue Book)	Total Operating Cost (Column 8 multiplied by Col. 9)	Total Equipment Cost Sum of Column 7 and Col 10 or Total Rental Cost
					\$0.00	\$0.00			\$0.00	\$0.00
					\$0.00	\$0.00			\$0.00	\$0.00
					\$0.00	\$0.00			\$0.00	\$0.00
					\$0.00	\$0.00			\$0.00	\$0.00
					\$0.00	\$0.00			\$0.00	\$0.00
					\$0.00	\$0.00			\$0.00	\$0.00
					\$0.00	\$0.00			\$0.00	\$0.00
					\$0.00	\$0.00			\$0.00	\$0.00
					\$0.00	\$0.00			\$0.00	\$0.00
					\$0.00	\$0.00			\$0.00	\$0.00
					\$0.00	\$0.00			\$0.00	\$0.00
					\$0.00	\$0.00			\$0.00	\$0.00
					\$0.00	\$0.00			\$0.00	\$0.00
					\$0.00	\$0.00			\$0.00	\$0.00
					\$0.00	\$0.00			\$0.00	\$0.00
					\$0.00	\$0.00			\$0.00	\$0.00
					\$0.00	\$0.00			\$0.00	\$0.00
					\$0.00	\$0.00			\$0.00	\$0.00
					\$0.00	\$0.00			\$0.00	\$0.00
					\$0.00	\$0.00			\$0.00	\$0.00
TOTAL CONTRACTOR EQUIPMENT EXPENSE										\$0.00

RAMAPO COLLEGE OF NEW JERSEY

ATTACHMENT TO APPLICATION FOR PAYMENT

Project Name College Park Apartments Site Improvements

RCNJ Project Number 2017-64-01C.1

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

00 60 00-6 ATTACHMENT TO APPLICATION FOR PAYMENT FORM

SECTION 00 70 00 – GENERAL CONDITIONS

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

Ramapo College of New Jersey

General Conditions

Article 1	Contract Documents 1.1 Definitions 1.2 Intent of the Contract	Pages 4-7
Article 2	Contracting Officer 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	Pages 8-10
Article 3	Construction Manager and Architect/Engineer 3.1 Construction Manager and Architect/Engineer 3.2 Administration of the Contract 3.3 Substantial and Final Completion Inspections	Pages 11-12
Article 4	The Contractor 4.1 Review of Contract 4.2 New Jersey Prevailing Wage Act 4.3 Supervision 4.4 Responsibility for the Work 4.5 Permits, Laws, and Regulations 4.6 Storage, Daily Cleaning, Final Cleanup, and Touchup 4.7 Interruptions to Existing Services 4.8 Working Hours and Standby Personnel 4.9 Record Documents 4.10 Shop Drawings, Product Data, and Samples 4.11 Coordination Drawings 4.12 Demolition, Cutting and Patching 4.13 Tests and Inspections 4.14 Equipment and Material 4.15 Soil Borings 4.16 Protection of Contractor's Property 4.17 Patents 4.18 Right to Audit 4.19 Photographs 4.20 Daily Reports 4.21 Warranties and Guarantees 4.22 Indemnification 4.23 Contractor's Claims for Damages 4.24 Layout, Dimensional Control and Verification, Surveyor's Certification 4.25 Project Sign 4.26 Use of Premises 4.27 Roads and Walkways	Pages 13-28

00 70 00-1 GENERAL CONDITIONS

4.28 Close Out Documents

Article 5	Subcontractors	Pages 29
	5.1 Contractor-Subcontractor Relationship	
Article 6	Special Requirements	Pages 30-31
	6.1 Construction Access Limitations	
	6.2 Equipment/Material Loading and Debris Removal	
	6.3 Exterior Overhead Protection	
	6.4 Contractor and Subcontractor Identification	
	6.5 Campus Dining Facilities	
	6.6 No Smoking	
	6.7 Contractor Parking	
	6.8 Site Web Camera System	
	6.9 Elevator Use for College	
	6.10 Utility Survey Prior to Excavation and Cutting	
	6.11 Building Enclosure	
	6.12 Commissioning	
	6.13 Hot Work Permits	
	6.14 Excess and Stored Soil	
	6.15 Concrete Slabs	
Article 7	Temporary Facilities, Utilities, and Services	Pages 32-34
	7.1 Field Offices	
	7.2 Storage Sheds, Tool Sheds, Shops, Employee Sheds	
	7.3 Site Logistics	
	7.4 Temporary Toilet Facilities	
	7.5 Temporary Water	
	7.6 Temporary Light and Power	
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	7.9 Temporary Utility Capping	
	7.10 Temporary Construction Fencing	
	7.11 Dumpsters	
Article 8	Relationship Between The Contractor and Other College Contractors	Pages 35
	8.1 College's Right to Perform Work	
	8.2 Mutual Responsibility	
Article 9	Time	Pages 36-41
	9.1 Notice to Proceed	
	9.2 Adjustment of Contractor Completion Time	
	9.3 Delays - Damages Against the College - Limitations	
	9.4 Liquidated Damages	
	9.5 Contractor Officer's Right to Accelerate	
	9.6 Substantial Completion	
Article 10	Payments and Completion	Pages 42-46
	10.1 Contractor Payments from the College	
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Article 11	Uncovering and Construction of Work 11.1 Uncovering of Work 11.2 Correction of Work 11.3 Acceptance of Defective or Nonconforming Work	Pages 47-48
Article 12	Protection of Persons and Property 12.1 Safety Precautions and Programs 12.2 Safety of Persons and Property 12.3 Emergencies	Pages 49-50
Article 13	Insurance and Indemnity 13.1 Contractor Insurance Requirements 13.2 Insurance to be Carried by The College	Pages 51-52
Article 14	Changes in the Work 14.1 Changes to the Contract 14.2 Processing of Contractor Requests for Equitable Adjustment 14.3 Remedies for Disputed Change Order Proposals	Pages 53-55
Article 15	Assignment of Antitrust Claim(s) 15.1 Assignment of Antitrust Claims	Page 56
Article 16	Affirmative Action Requirements 16.1 Policy Statement 16.2 Mandatory Affirmative Action Requirements	Pages 57-59

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.

00 70 00-1 GENERAL CONDITIONS

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.

00 70 00-1 GENERAL CONDITIONS

- 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.

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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 an 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

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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.

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- (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 Superintendent, who shall be in attendance on the Project site at all times during the progress of the Work. 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 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 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 any time 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.

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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.

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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, Final Clean Up and Touchup

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.

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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 of 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 fingerprints 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 must perform final cleaning prior to occupancy inspections by the governing authorities and another final clean prior to occupancy by the College.

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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.

4.6.8 The Contractor is responsible for final wall touchup just prior to College occupancy but after College furnished equipment and furniture move-in at no additional cost to the College. Touchup shall be performed for all imperfections and/or damaged caused by College move-in operations with equipment and furniture. Touchup shall include spackling and painting as required.

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 shutdown 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, temporary lighting, temporary power, 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, Bulletins, Architectural Supplemental Instructions, 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 Contractors responsibility.

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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, the Contract Documents, and all adjacent work including other trades. The Architect/Engineer and Construction Manager are not responsible for such coordination during the submittal review process.

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 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

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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 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 contract documents and/or Architect's/Engineer's review comments, the Contractor will be responsible for costs incurred by The College to review each submission thereafter until an approval is received.

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.

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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 placing 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 insure 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.

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- (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 Demolition, Cutting and Patching

4.12.1 The Contractor shall be responsible for demolition, cutting, fitting, patching, and/or reconstruction required to complete the Work or to make its parts fit together properly regardless if not shown on the demolition plans or other contract drawings. All areas requiring cutting, fitting, patching, and/or reconstruction shall be restored to the condition existing prior to the demolition, cutting, fitting, patching, and/or reconstruction, unless otherwise required by the Contract Documents.

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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 material inspection or testing services. The Contractor shall contact the Construction Manager (72) hours in advance of all upcoming tests and inspections required.

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.

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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

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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 be 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 Sub-Subcontractor.

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;

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- 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) year 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

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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 The General Construction Contractor shall be responsible for locating and laying out the Building of all of its parts of the site, in strict accordance with the Drawings, and shall accurately establish and maintain dimensional control. The General Construction Contractor shall employ and pay for the services of a competent and licensed New Jersey Engineer or Land Surveyor (who shall be approved by the University), to perform all layout work, and to test the levels of excavations, footing base plates, columns, walls and floor and roof lines, and furnish to the General Construction Contractor, as the Work progresses, certificates that each of such levels is as required by the Drawings. The plumb lines of walls, etc., shall be tested and certified by the Surveyor as the Work progresses.

4.24.2 The surveyor, in its layout work, both on the site and within the building, shall establish all points, lines, elevations, grades and bench marks for proper control and execution of the Work. The surveyor shall establish a single permanent bench mark as directed to which all three (3) coordinates of dimensional control shall be referred. The surveyor shall verify all University furnished topographical and utility survey data and all points, lines, elevations, grades and bench marks; should any discrepancies be found between information given on Drawings and the actual site or field conditions, the General Construction Contractor shall notify the Capital Construction Program Manager of such discrepancy, and shall not proceed with any Work affected until receipt of written instructions from the Architect through the Capital Construction Program Manager.

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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.

4.28 Close Out Documents

4.28.1 The Contractor shall submit all closeout documentation including but not limited to As-Builts, operation and maintenance manuals, warranties, final certifications, and other documentation defined the contract documents.

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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 subcontractor change order proposals to the College for review if rejected by the Contractor.

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ARTICLE 6

SPECIAL REQUIREMENTS

6.1 Construction Access Limitations

6.1.1 Contractor is only permitted in the designated construction areas and is not permitted to walk the building or to use building bathrooms. Contractor is to provide a temporary bathroom facility for its own use and placed at a location approved by the Construction Manager.

6.2 Equipment/Material Loading and Debris Removal

6.2.1 Material and equipment loading/unloading can only occur between the hours of 6:00 am and 8:00 am, Monday through Friday, and/or anytime on the weekends. No vehicles are permitted in the front or back of the buildings after 8:00 am, Monday through Friday.

6.2.2 Dumpsters cannot be located within 15' of a building when left overnight. The Contractor shall install dumpsters within this limit, but the dumpsters must be moved to meet this requirement before the Contractor leaves the site for the day.

6.2.3 All debris removal from the building will be done from a chute or equipment. Unauthorized debris removal will require immediate shut down of the operation.

6.3 Exterior Overhead Protection

6.3.1 NOT USED

6.4 Contractor and Subcontractor Identification

6.4.1 The Contractor shall employ an identification program for all workers onsite. Acceptable means of identification can be badges, company shirts, or identification clearly marked on hard hats. The Contractor must enforce this daily or it may result in workers being removed from the site.

6.5 Campus Dining Facilities

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

6.6 No Smoking

6.6.1 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.

6.7 Contractor Parking

6.7.1 Contractor parking will only be allowed in general parking lot D-3 and in general parking lot across from the campus (near the tennis courts and ball fields). Parking at the buildings is prohibited.

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

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

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6.7.4 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.

6.8 Live Site Web Camera System

6.8.1 NOT USED

6.9 Elevator Use for the College

6.9.1 NOT USED

6.10 Utility Survey Prior to Excavation and Cutting

6.10.1 Prior to saw cutting any concrete floor, Contractor shall infrared scan proposed areas to identify any utilities under or in the slab for safety purposes. Identified utilities are to be marked and reviewed with the Construction Manager prior to any saw cutting.

6.11 Building Enclosure

6.11.1 NOT USED

6.12 Commissioning

6.12.1 NOT USED

6.13 Hot Work Permits

6.13.1 NOT USED

6.14 Excess and Stored Soil

6.14.1 NOT USED

6.16 Concrete Slabs

6.16.1 NOT USED

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 The Contractor shall provide, protect and maintain an adequate valved water supplies for use on the project during the period of construction, either by means of the permanent water supply line, or by the installation of a temporary water supply line. All costs in providing water other than the cost of the water itself, will be borne by the Contractor.

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7.5.2 Temporary water will be provided by the College at no charge to the Contractor, provided and to the extent it may be existing and available at the site immediately prior to commencement of and during construction. It is the obligation of the Contractor requiring temporary facilities to investigate and make specific arrangements with the College for such facilities and to include in its proposal the cost of any additional facilities the Contractor may require for proper conduct of its Work.

7.5.3 The Contractor is responsible to protect all water lines from damage or freezing, be they permanent or temporary. Should water connections be made to an existing line, the Contractor shall provide a positive shut-off valve at its cost and expense.

7.6 Temporary Light and Power

7.6.1 The Contractor shall extend electrical service to the building or buildings from locations approved by the College or its authorized representative. Temporary electrical service shall be independent of the existing permanent service. Temporary light and power installations, wiring, and miscellaneous electrical hardware must meet the Electric Code. Electrical characteristics shall be provided to meet all temporary light and power reasonably required as herein and hereinafter specified. The Contractor shall provide the necessary distributing facilities and shall pay the cost of running temporary services from the nearest utility company power pole. All costs shall be included in its bid.

7.6.2 The College will provide electric to the Contractor for temporary use if existing service is available on campus. If service is not available, and service needs to be provided by the local utility company, the Contractor is responsible for all costs billed by the local utility company.

7.6.3 The Contractor shall provide and pay for all maintenance, servicing, operating and supervision of the service and distribution facilities. The Contractor shall also connect, maintain and service any electrical equipment installed by the Contractor which may be necessary for maintaining heat/cooling whenever heat/cooling is required in the building whether from the temporary or permanent system.

7.6.4 The Contractor shall observe the requirements of the Federal Occupational Safety and Health Act of 1970 with regard to temporary light and power.

7.6.5 The Contractor shall install occupancy sensors on all temporary lighting.

7.7 Temporary Heat, Cooling and Dehumidification

7.7.1 The Contractor shall provide, protect, and maintain all measures to provide temporary heating, cooling, and/or dehumidification so that the work can progress without delay.

7.7.2 The Contractor shall not assume that the permanent building heating, cooling, and/or dehumidification system or any part thereof will be available for furnishing temporary heat, cooling, or dehumidification. The Contractor's base bid price shall therefore include the cost of all equipment necessary for providing temporary heat, cooling, and/or dehumidification as required under these specifications and guidelines required by material manufacturers.

7.7.3 All heating equipment shall be NFPA approved and connected to approved flues to the atmosphere. Gas cylinders within the building shall not exceed 100 lb. capacity, shall have Interstate Commerce Commission approval and shall be fitted with a permanent cap to protect the valve when not in use. Heaters shall be approved by a recognized testing laboratory and must be equipped with a positive shut-off safety valve. Cylinders and heaters shall stand at least 6 feet apart and be connected with two (2) braid neoprene hoses that will withstand 250 psi test pressure.

7.7.4 Storage of cylinders within the building will not be permitted at any time. Fire extinguishers shall be provided by the Contractor on each floor where heaters are used, and the area must be adequately ventilated.

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7.7.5 If the permanent building heating, cooling, and/or dehumidification system or any part thereof is available for use to provide service during construction and use is approved by the Construction Manager, the system shall be maintained by the Contractor until turnover of the systems to the College. All systems shall be cleaned and filters changed prior to acceptance by the College.

7.8 Temporary Enclosures and Partitions

7.8.1 Whenever necessary, in order to maintain proper temperatures or weather tight conditions for the prosecution of the Work, or for the protection thereof, the Contractor shall furnish and maintain temporary enclosures for all openings in exterior walls that are not enclosed with finishing materials. Temporary doors shall be provided at door openings.

7.8.2 The Contractor, at its expense, shall provide and maintain necessary temporary dust proof partitions around areas of work in any existing building or in new building areas as directed by the Construction Manager.

7.9 Temporary Utility Capping

7.9.1 Cap all incomplete lines, ducts, conduits, openings, etc., until ready for final connection, after which they shall be thoroughly cleaned and left unobstructed. Failure to perform this capping will result in the Contractor flushing and/or cleaning the material at the Contractors expense as directed by the Construction Manager.

7.10 Temporary Construction Fencing

7.10.1 The Contractor shall install 8' high construction fencing with privacy screening around the construction site or as detailed elsewhere in the Contract Documents. The construction fencing shall be installed with driven posts into the ground. Existing utilities are to be surveyed prior to the Work.

7.10.2 The Contractor shall establish all pedestrian and vehicle entrances/exits as required by the Contractor located by the Contractor prior to installing fence posts.

7.10.3 The Contractor shall maintain the construction fencing daily which includes replacement of damaged fencing and privacy screening when necessary or directed by the Construction Manager.

7.10.4 The site shall be secured at the end of each workday. Copies of padlock keys shall be provided to the Construction Manager and campus security.

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.

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ARTICLE 9

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 fourteen (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

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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 change therein.

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- (5) 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 Contractor-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

9.3.1 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

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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 extent required by N.J.S.A. 2A:58B-3 (delayed performance caused by the College's own negligence, bad faith, active interference or other tortious 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 the 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

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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

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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 and shall be deposited in an interest bearing account with a bank; and shall be released and paid to the contractor within 45 days of final acceptance of the project by the College as per PL. 2013, c. 147. If the Contractor elects to provide a retainage bond in the amount of 2% of the total contract value, the 2% retainage will not be retained by the College. 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.

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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 monies 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.

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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 representative's 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.

<u>When total contract amount is</u>	<u>Percentage to be withheld is</u>
Less than \$250,000.....	5% of total contract
\$250,000 to \$1,000,000.....	2% of total contract
Over \$1,000,000.....	1/2% of total contract

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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 waivers of any and all claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the College.

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 reg., 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).

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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).

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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, governing authorities, material testing agencies, 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, governing authorities, material testing agencies, 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 but not limited to, 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, governing authorities, material testing agencies, 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.

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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.

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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.

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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.

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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 Colleges and 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 (\$5,000,000) 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

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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 used 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.

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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 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 15% 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, field office and consumables, 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 15% 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 15% 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, field office and consumables, 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 15% 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 10% 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, field office and consumables, mailing, misc. reproduction, safety, temporary utilities, and company vehicles and mileage, etc. The 10% 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.

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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 or Construction Manager and the Contractor. It is the responsibility of the Contractor to review and negotiate subcontractor change order proposals without the presence of the College or Construction Manager.

14.2.10 Upon completion of work as directed in a construction change directive, the Contractor has fourteen (14) calendar days to submit a change order proposal. Failure to submit a change order proposal within this time frame waives the Contractor's right to recover costs incurred.

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)1i and 2 below, as long as the Division

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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.

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;

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

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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.

- END OF SECTION 00 70 00-1 -

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Ramapo College of New Jersey
505 Ramapo Valley Road
Mahwah, NJ 07430

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

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from time to time."

- 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 compliance 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:

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- (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

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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

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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

00 70 00-2 AFFIRMATIVE ACTION REQUIREMENT

**State of New Jersey
Executive Department**

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 (sic) 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 to 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

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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 within 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.

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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 debarring 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.

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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 judgement 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.

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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

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00 70 00-3 EXECUTIVE ORDER 34

**STATE OF NEW JERSEY
Executive Department**

EXECUTIVE ORDER NO. 189

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:

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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)

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Attest:

/s/ Michael R. Cole, Chief Counsel

**State of New Jersey
Executive Department**

Executive Order #151

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

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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

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(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]

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Attest:

/s/ Kay Walcott-Henderson

First Assistant Chief Counsel

APPENDIX A

LIST OF REPORTING AGENCIES

Board of Public Utility Commissioners
Casino Control Commission
Casino Reinvestment Development Authority
Commission on Higher Education
Commission on Science & Technology
Council on Affordable Housing
Department of Agriculture
Department of Military & Veterans' Affairs
Department of Banking & Insurance
Department of Children & Families
Department of Community Affairs
Department of Corrections
Department of Education
Department of Environmental Protection
Department of Health and Senior Services
Department of Human Services
Department of Labor and Workforce Development
Department of Law & Public Safety
Department of Public Advocate
Department of State
Department of Transportation
Department of the Treasury
Division of Property Management and Construction
Election Law Enforcement Commission
Fort Monmouth Economic Revitalization Planning Authority
Garden State Preservation Trust
Higher Education Student Assistance Authority
Kean University
Legalized Games of Chance Control Commission
Montclair State University
Motion Picture Commission
Motor Vehicle Commission
New Jersey City University
New Jersey Cultural Trust
New Jersey Institute of Technology
New Jersey Transit
NJ Building Authority
NJ Economic Development Authority
NJ Educational Facilities Authority
NJ Environmental Infrastructure Trust
NJ Health Care Facilities Financing Authority
NJ Highlands Council
NJ Housing & Mortgage Finance Agency
NJ Maritime Pilot and Docking Pilot Commission
NJ Meadowlands Commission
NJ Pinelands Commission
NJ Public Television & Radio (NJN) NJ Racing Commission NJ Redevelopment Authority
NJ Schools Development Authority
NJ Sports & Exposition Authority
NJ State Museum
NJ Turnpike Authority

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NJ Water Supply Authority
 North Jersey Transportation Planning Authority
 North Jersey District Water Supply Commission
 Office of Homeland Security
 Office of Information Technology
 Office of the Child Advocate
 Office of the Inspector General
 Office of the Public Defender
 Ramapo College
 Rowan University
 Rutgers University
 South Jersey Port Corporation
 South Jersey Transportation Authority
 South Jersey Transportation Planning Organization
 State Agriculture Development Committee
 State Economic Recovery Board For Camden
 State Ethics Commission
 State Employment & Training Commission
 State Lottery Commission
 Stockton College
 The College of New Jersey
 Thomas Edison State College
 Transportation Trust Fund Authority
 University of Medicine & Dentistry of New Jersey
 William Paterson University

APPENDIX B

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.

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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

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%

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

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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

AN ACT concerning campaign contributions by certain business entities seeking or holding State contracts, supplementing P.L.1973, c.83 (C.19:44A-1 et seq.), amending P.L.2004, c.19, and repealing section 1 of P.L.2004, c.19 (C.19:44A-20.2).

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 not on political contributions made by such contractors 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

00 70 00-6 PUBLIC LAW – CHAPTER 51

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

00 70 00-6 PUBLIC LAW – CHAPTER 51

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.

C.19:44A-20.21 Breach of terms of government contract concerning contributions.

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.

C.19:44A-20.22 Exception for public exigency.

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.

16. Section 1 of P.L.2004, c.19 (C.19:44A-20.2) is repealed.

Superseder.

17. Executive Order No. 134 (2004) is hereby superseded.

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.

00 70 00-6 PUBLIC LAW – CHAPTER 51

WAGE RATE REQUIREMENT

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)

00 70 00-7 WAGE RATE REQUIREMENT



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

PREVAILING WAGE RATE DETERMINATION

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

Prevailing wage rates are wage and fringe benefit rates based on the collective bargaining agreements established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed.

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

Prevailing Wage Rate

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

W = Wage Rate per Hour

B = Fringe Benefit Rate per Hour*

T = Total Rate per Hour

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

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

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

Apprentice Rate Schedule

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

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

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

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

Comments/Notes

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

Public Works Contractor Registration

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

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

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

Snow Plowing

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

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

County - BERGEN

Craft: Air Conditioning & Refrigeration - Service and Repair

PREVAILING WAGE RATE

	03/01/17
Journeyman (Mechanic)	W37.48 B22.91 T60.39

Craft: Air Conditioning & Refrigeration - Service and Repair

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:4

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

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

Craft: Air Conditioning & Refrigeration - Service and Repair

COMMENTS/NOTES

THESE RATES MAY BE USED FOR THE FOLLOWING:

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - BERGEN

Craft: Boilermaker

PREVAILING WAGE RATE

	01/01/17
Foreman	W48.70 B41.32 T90.02
General Foreman	W50.70 B42.30 T93.00
Journeyman	W43.70 B39.72 T83.42

Craft: Boilermaker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours	65%	70%	75%	80%	85%	90%	95%			
Benefit =	33.58	34.50	35.38	36.24	37.12	37.49	38.85			

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.

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

County - BERGEN

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

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

County - BERGEN

Craft: Boilermaker - Minor Repairs

PREVAILING WAGE RATE

	01/01/17
Foreman	W32.54 B16.17 T48.71
General Foreman	W33.04 B16.17 T49.21
Mechanic	W31.04 B16.17 T47.21

Craft: Boilermaker - Minor Repairs

COMMENTS/NOTES

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

OVERTIME:

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

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

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

County - BERGEN

Craft: Bricklayer, Stone Mason

PREVAILING WAGE RATE

	05/01/17	05/01/18
Deputy Foreman	W44.10 B31.94 T76.04	W0.00 B0.00 T78.23
Foreman	W47.10 B31.94 T79.04	W0.00 B0.00 T81.23
Journeyman	W41.10 B31.94 T73.04	W0.00 B0.00 T75.23

Craft: Bricklayer, Stone Mason

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	50%	55%	60%	65%	70%	75%	80%		
Benefits	3.72	4.65	5.12	5.58	20.48	21.83	23.18	24.52		

Ratio of Apprentices to Journeymen - 1:5

Craft: Bricklayer, Stone Mason

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 5-1-17:

INTERVAL	PERIOD AND RATES								
6 Months	40%	50%	55%	60%	65%	70%	75%	80%	
Benefits	3.80	4.75	5.23	5.70	21.16	22.55	23.95	25.33	

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

- The first 2 hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. The first 10 hours on Saturday shall be paid at time and one-half the

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

County - BERGEN

regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

- Saturday may be used as a make-up day for hours lost to inclement weather.

- When Bricklayers/Stone Masons work on Saturday with Laborers, and no other crafts are working on the project for the day, benefits may be paid at straight time. If other crafts are present, the applicable overtime rate for benefits shall be paid.

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

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

County - BERGEN

Craft: Carpenter

PREVAILING WAGE RATE

	05/01/17	11/01/17	05/01/18	11/01/18
Foreman	W54.37 B31.00 T85.37	W0.00 B0.00 T86.04	W0.00 B0.00 T87.29	W0.00 B0.00 T88.54
Journeyman	W47.28 B26.95 T74.23	W0.00 B0.00 T75.23	W0.00 B0.00 T76.48	W0.00 B0.00 T77.73

Craft: Carpenter

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:3

Craft: Carpenter

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - BERGEN

Craft: Carpenter - Resilient Flooring

PREVAILING WAGE RATE

	05/01/17	11/01/17	05/01/18	11/01/18
Foreman	W54.37 B31.00 T85.37	W0.00 B0.00 T86.04	W0.00 B0.00 T87.29	W0.00 B0.00 T88.54
Journeyman	W47.28 B26.95 T74.23	W0.00 B0.00 T75.23	W0.00 B0.00 T76.48	W0.00 B0.00 T77.73

Craft: Carpenter - Resilient Flooring

APPRENTICE RATE SCHEDULE

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

FOR SYNTHETIC TURF INSTALLATION ONLY:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - BERGEN

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

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

County - BERGEN

Craft: Cement Mason

PREVAILING WAGE RATE

See "Bricklayer, Stone Mason" Rates

Craft: Cement Mason

COMMENTS/NOTES

See "Bricklayer, Stone Mason" Rates

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

County - BERGEN

Craft: Diver

PREVAILING WAGE RATE

	05/12/17	11/01/17	05/01/18	11/01/18
Diver	W56.84 B45.07 T101.91	W0.00 B0.00 T103.11	W0.00 B0.00 T104.36	W0.00 B0.00 T105.61
Tender	W45.10 B45.07 T90.17	W0.00 B0.00 T91.37	W0.00 B0.00 T92.62	W0.00 B0.00 T93.87

Craft: Diver

COMMENTS/NOTES

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

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

AIR DIVES:

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

MIXED GAS DIVES:

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

PENETRATION DIVES:

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

OVERTIME:

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

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

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

County - BERGEN

Craft: Dockbuilder

PREVAILING WAGE RATE

	05/12/17	11/01/17	05/01/18	11/01/18
Foreman	W51.87 B45.07 T96.94	W0.00 B0.00 T97.99	W0.00 B0.00 T99.24	W0.00 B0.00 T100.49
Foreman (Concrete Form Work)	W51.29 B31.76 T83.05	W0.00 B0.00 T84.10	W0.00 B0.00 T85.35	W0.00 B0.00 T86.60
Journeyman	W45.10 B45.07 T90.17	W0.00 B0.00 T91.37	W0.00 B0.00 T92.62	W0.00 B0.00 T93.87
Journeyman (Concrete Form Work)	W44.60 B31.76 T76.36	W0.00 B0.00 T77.56	W0.00 B0.00 T78.81	W0.00 B0.00 T80.06

Craft: Dockbuilder

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	18.04	22.55	29.32	36.08						
Benefit	30.31	for all	intervals		Concrete	Form Work	only -Ben.	= 21.91	for all	intervals

Ratio of Apprentices to Journeymen - *

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

Craft: Dockbuilder

COMMENTS/NOTES

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

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

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

County - BERGEN

Craft: Drywall Finisher

PREVAILING WAGE RATE

	05/01/17
Foreman	W43.45 B23.60 T67.05
General Foreman	W45.43 B23.60 T69.03
Journeyman	W39.50 B23.60 T63.10

Craft: Drywall Finisher

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
4 Months	30%	40%	50%	60%	70%	75%	80%	85%	90%	
Benefits	Intervals	1 to 3 =	9.85	Intervals	4 to 6 =	12.28	Intervals	7 to 9 =	14.95	

Ratio of Apprentices to Journeymen - 1:4

Craft: Drywall Finisher

COMMENTS/NOTES

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Electrician

PREVAILING WAGE RATE

	06/09/17	05/28/18	05/27/19	06/01/20
Assistant General Foreman	W64.86 B39.89 T104.75	W66.37 B40.82 T107.19	W67.88 B41.75 T109.63	W69.32 B42.63 T111.95
Foreman	W61.13 B37.59 T98.72	W63.10 B38.81 T101.91	W65.10 B40.04 T105.14	W66.48 B40.89 T107.37
General Foreman (150 + Journeyman workers on site)	W71.77 B44.14 T115.91	W73.44 B45.17 T118.61	W75.11 B46.19 T121.30	W76.71 B47.18 T123.89
General Foreman (23-149 Journeyman workers on site)	W66.98 B41.19 T108.17	W68.54 B42.15 T110.69	W70.11 B43.12 T113.23	W71.59 B44.03 T115.62
Journeyman as a Crane Operator, as a Welder, as a Cable Splicer	W61.13 B37.59 T98.72	W63.10 B38.81 T101.91	W65.10 B40.04 T105.14	W66.48 B40.89 T107.37
Journeyman on Radio Tower Work	W64.86 B39.89 T104.75	W66.37 B40.82 T107.19	W67.88 B41.75 T109.63	W69.32 B42.63 T111.95
Journeyman Wireman	W53.16 B32.70 T85.86	W54.40 B33.46 T87.86	W55.64 B34.22 T89.86	W56.82 B34.94 T91.76
Layout Man	W57.94 B35.63 T93.57	W59.30 B36.47 T95.77	W60.65 B37.30 T97.95	W61.93 B38.09 T100.02

Craft: Electrician

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	35%	40%		Yearly	50%	60%	70%	80%		
Benefit =	61.5% of	Appren	tice	Wage	Rate					

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM ON OR AFTER 6-4-12:

INTERVAL PERIOD AND RATES
 Yearly 30% 40% 50% 60% 70%
 Benefits 61.5% of Apprentice Wage Rate

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

County - BERGEN

THESE RATES ALSO APPLY TO THE FOLLOWING TYPES OF WORK:

- All fire and burglar alarm work.
- All fiber optic work.
- Teledata 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.

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

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

County - BERGEN

Craft: Electrician - Teledata (15 Instruments and Less)

PREVAILING WAGE RATE

	11/04/16
Master Tech./Gen. Foreman (31+ workers on job)	W53.76 B27.14 T80.90
Senior Tech./Asst. Gen. Foreman (21-30 workers on job)	W49.21 B24.85 T74.06
Technician A/Foreman (11-20 workers on job)	W47.14 B23.80 T70.94
Technician B/Working Foreman (4-10 workers on job)	W45.07 B22.76 T67.83
Technician C/Journeyman (1-3 workers on job)	W41.35 B20.86 T62.21

Craft: Electrician - Teledata (15 Instruments and Less)

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	45%	48%	53%	59%	66%	72%	79%	86%		
Benefits	9.40	10.04	11.00	12.32	13.78	15.03	16.50	17.96		

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician - Teledata (15 Instruments and Less)

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM ON OR BEFORE 11-3-14:

INTERVAL	PERIOD AND RATES							
6 Months	40%	43%	48%	54%	61%	67%	74%	81%
Benefits	8.36	8.98	10.04	11.28	12.74	13.99	15.46	16.90

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.

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

County - BERGEN

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.

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

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

County - BERGEN

Craft: Electrician - Teledata (16 Instruments & More)

PREVAILING WAGE RATE

See "Electrician" Rates

Craft: Electrician - Teledata (16 Instruments & More)

COMMENTS/NOTES

See ELECTRICIAN Rates

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

County - BERGEN

Craft: Electrician- Outside Commercial

PREVAILING WAGE RATE

	06/09/17
Assistant General Foreman	W64.86 B39.89 T104.75
Equipment Repairman	W53.16 B32.70 T85.86
Equipment Serviceman	W53.16 B32.70 T85.86
Foreman	W61.13 B37.59 T98.72
General Foreman (150 + Journeyman workers on job site)	W71.77 B44.14 T115.91
General Foreman (23-149 Journeyman workers on job site)	W66.98 B41.19 T108.17
Groundsman (performs empty conduit installations on roadways)	W35.62 B21.91 T57.53
Journeyman as a Crane Operator, as a Welder, as a Cable Splicer	W61.13 B37.59 T98.72
Journeyman as a Lineman, as a Wireman	W53.16 B32.70 T85.86
Journeyman- Layout Man	W57.94 B35.63 T93.57
X-Ray Journeyman Technician	W53.16 B32.70 T85.86

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

County - BERGEN

Craft: Electrician- Outside Commercial

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	35%	40%	Yearly	50%	60%	70%	80%			
Benefits	61.5% of	Appren	tice	Wage	Rate					

Craft: Electrician- Outside Commercial

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM ON OR AFTER 6-4-12:

INTERVAL PERIOD AND RATES

Yearly 30% 40% 50% 60% 70%

Benefits 61.5% of Apprentice Wage Rate

* 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 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.

RECOGNIZED HOLIDAYS:

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

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

County - BERGEN

Craft: Electrician-Utility Work (North) PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (North) APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	60%	65%	70%	75%	80%	85%	90%			
Benefits	62.5% of	Appren	tice	Wage	Rate	for all	intervals			

Craft: Electrician-Utility Work (North) COMMENTS/NOTES

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

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

County - BERGEN

Craft: Electrician-Utility Work (South)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (South)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	27.37	29.65	31.93	34.21	36.49	38.77	41.05			
Benefits	24.01	25.34	26.73	28.09	29.43	30.80	32.18			

Craft: Electrician-Utility Work (South)

COMMENTS/NOTES

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

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

County - **BERGEN**

Craft: Elevator Constructor

PREVAILING WAGE RATE

	03/17/17	03/17/18
Journeyman	W62.64 B41.56 T104.20	W64.48 B43.36 T107.84

Craft: Elevator Constructor

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	27.95	34.45	40.72	46.98						
Benefits	33.31	34.46	36.04	37.61						

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 days 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.

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

County - BERGEN

Craft: Elevator Modernization & Service

PREVAILING WAGE RATE

	03/17/17	03/17/18
Journeyman	W49.14 B39.91 T89.05	W50.49 B41.66 T92.15

Craft: Elevator Modernization & Service

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	27.95	27.03	31.94	36.86						
Benefits	33.23	33.57	34.97	36.37						

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Modernization & Service

COMMENTS/NOTES

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 days 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 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.

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

	05/25/17	05/01/18	05/01/19
Foreman	W48.81 B23.62 T72.43	W50.81 B23.62 T74.43	W52.81 B23.62 T76.43
General Foreman	W50.81 B23.75 T74.56	W52.81 B23.75 T76.56	W54.81 B23.75 T78.56
Journeyman	W44.81 B23.36 T68.17	W46.81 B23.36 T70.17	W48.81 B23.36 T72.17

Craft: Glazier

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	50%	55%	60%	65%	70%	75%	80%	90%		
Benefits	8.85	8.85	11.46	11.46	12.88	12.88	16.37	16.37		

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.

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

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

County - BERGEN

Craft: Heat & Frost Insulator

PREVAILING WAGE RATE

	10/17/16
Foreman	W52.52 B30.17 T82.69
General Foreman	W55.07 B31.28 T86.35
Journeyman	W51.24 B29.61 T80.85

Craft: Heat & Frost Insulator

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	23.77	28.19	34.05	39.96						
Benefits	17.83	21.08	23.21	25.16						

Ratio of Apprentices to Journeymen - 1:3

Craft: Heat & Frost Insulator

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.

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

County - BERGEN

Craft: Heat & Frost Insulator - Asbestos Worker

PREVAILING WAGE RATE

	10/17/16
Asbestos Helper Abatement	W33.52 B22.69 T56.21
Firestop/Hazmat	W26.93 B9.25 T36.18
Foreman	W52.52 B30.17 T82.69

Craft: Heat & Frost Insulator - Asbestos Worker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	HEAT &	FROST	INSULAT OR						

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.

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

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

County - BERGEN

Craft: Ironworker

PREVAILING WAGE RATE

	08/02/16	07/01/17
Rod/Fence Journeyman	W39.24 B44.27 T83.51	W0.00 B0.00 T85.51
Rod/Fence Foreman	W42.24 B44.27 T86.51	W0.00 B0.00 T88.51
Structural Foreman	W44.54 B44.27 T88.81	W0.00 B0.00 T90.56
Structural Journeyman	W41.54 B44.27 T85.81	W0.00 B0.00 T87.56

Craft: Ironworker

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	50%	60%		Yearly	70%	80%	90%			

Ratio of Apprentices to Journeymen - 1:4

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.

FOREMAN REQUIREMENTS:

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

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%.
- 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%.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis.
- When an irregular shift is established for the Ironworker (Structural) classification, the rate shall be paid at time and one-half the regular rate, inclusive of benefits. When an irregular shift is established for the Rod/Fence classification, the shift shall be established on an 8 hour basis and receive the regular rate, plus 20%.

OVERTIME:

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

County - BERGEN

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on 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. Saturday may be used as a make-up day for a day lost to inclement weather. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half 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 to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate, inclusive of benefits.

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

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

County - **BERGEN**

Craft: Laborer - Asbestos & Hazardous Waste Removal

PREVAILING WAGE RATE

	01/26/17
Journeyman (Handler)	W30.88 B21.91 T52.79

Craft: Laborer - Asbestos & Hazardous Waste Removal

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	18.53	21.62	24.70	27.79						
Benefit	20.26	for	all	intervals						

Ratio of Apprentices to Journeymen - *

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

Craft: Laborer - Asbestos & Hazardous Waste Removal

COMMENTS/NOTES

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

The regular workday shall be 8 hours.

OVERTIME:

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

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

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Laborer - Building

PREVAILING WAGE RATE

	05/01/17	11/01/17	05/01/18
Class A Journeyman	W32.30 B27.37 T59.67	W0.00 B0.00 T60.72	W0.00 B0.00 T62.57
Class B Journeyman	W31.80 B27.37 T59.17	W0.00 B0.00 T60.22	W0.00 B0.00 T62.07
Class C Journeyman	W27.03 B27.37 T54.40	W0.00 B0.00 T55.60	W0.00 B0.00 T57.45
Foreman	W36.34 B27.37 T63.71	W0.00 B0.00 T64.63	W0.00 B0.00 T66.48
General Foreman	W40.38 B27.37 T67.75	W0.00 B0.00 T68.55	W0.00 B0.00 T70.40

Craft: Laborer - Building

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	60%	70%	80%	90%						
Benefit	24.12	24.12	24.12	24.12						

Ratio of Apprentices to Journeymen - *

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

Craft: Laborer - Building

COMMENTS/NOTES

CLASS A: Specialist laborer including mason tender or concrete pour crew; scaffold builder (scaffolds up to 14 feet in height); operator of forklifts, Bobcats (or equivalent machinery), jack hammers, tampers, motorized tampers and compactors, vibrators, street cleaning machines, hydro demolition equipment, riding motor buggies, conveyors, burners; and 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 10%.
- When a 3-shift schedule is worked, the day shift shall be established on the basis of 8 hours pay for 8 hours worked, the second shift shall be established on the basis of 8 hours pay for 7.5 hours worked, and the third shift shall be established

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

County - BERGEN

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

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

OVERTIME:

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

- Four 10-hour days may be worked Monday to Thursday, at straight time, with Friday used 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.

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

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

County - **BERGEN**

Craft: Laborer - Heavy & General

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Laborer - Heavy & General

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	19.53	for	all	intervals						

Ratio of Apprentices to Journeymen - *

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

Craft: Laborer - Heavy & General

COMMENTS/NOTES

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

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

County - BERGEN

Craft: Laborer-Residential and Modular Construction

PREVAILING WAGE RATE

	04/01/17
* Skilled Tradesman (only applies to Modular Construction)	W25.55 B5.45 T31.00
Foreman (person directing crew, regardless of his skill classification)	W25.55 B5.45 T31.00
Laborer	W21.55 B5.45 T27.00
Laborer (for single family and stand-alone duplex owned by single owner)	W17.05 B2.95 T20.00

Craft: Laborer-Residential and Modular Construction

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen-

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

Craft: Laborer-Residential and Modular Construction

COMMENTS/NOTES

*** SKILLED TRADESMAN-**

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

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

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

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

County - BERGEN

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

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

OVERTIME:

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

RECOGNIZED HOILDAYS:

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

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

County - BERGEN

Craft: Millwright

PREVAILING WAGE RATE

	05/01/17
Foreman	W54.48 B32.20 T86.68
Journeyman	W47.37 B28.08 T75.45

Craft: Millwright

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	45%	50%	55%	60%	65%	70%	75%	85%	95%
Benefits	58% of	Appren	tice	Wage	Rate	for all	intervals	+ \$.60		

Ratio of Apprentices to Journeymen - 1:3

Craft: Millwright

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - **BERGEN**

Craft: Operating Engineer

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Operating Engineer

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - *

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

Craft: Operating Engineer

COMMENTS/NOTES

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

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

County - **BERGEN**

Craft: Operating Engineer - Field Engineer

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Operating Engineer - Field Engineer

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - *

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

Craft: Operating Engineer - Field Engineer

COMMENTS/NOTES

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

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

County - BERGEN

Craft: Painter - Bridges

PREVAILING WAGE RATE

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

Craft: Painter - Bridges

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1 :4

Craft: Painter - Bridges

COMMENTS/NOTES

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - BERGEN

Craft: Painter - Line Striping

PREVAILING WAGE RATE

	12/29/16
Apprentice (1st year)	W24.45 B10.75 T35.20
Apprentice (2nd year)	W28.45 B16.80 T45.25
Foreman (Charge Person)	W36.60 B17.08 T53.68
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W32.33 B17.08 T49.41
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W36.10 B17.08 T53.18

Craft: Painter - Line Striping

COMMENTS/NOTES

OVERTIME:

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

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

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

County - BERGEN

Craft: Painter - New Construction

PREVAILING WAGE RATE

	05/26/17
Foreman	W43.18 B23.26 T66.44
General Foreman	W47.10 B23.51 T70.61
Journeyman	W39.25 B21.90 T61.15

Craft: Painter - New Construction

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
4 Months	30%	40%	50%	60%	70%	75%	80%	85%	90%	
Benefits							11.00	11.00	11.00	

Ratio of Apprentices to Journeymen - 1:4

Craft: Painter - New Construction

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM ON 5-1-14:

INTERVAL	PERIOD AND RATES							
6 Months	40%	45%	55%	65%	70%	75%	80%	90%
Benefits	8.00	8.00	10.00	10.00	11.00	11.00	14.00	14.00

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.

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

County - BERGEN

- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

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

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

County - BERGEN

Craft: Painter - Repainting

PREVAILING WAGE RATE

	05/26/17
Foreman	W31.95 B19.38 T51.33
General Foreman	W34.86 B19.51 T54.37
Journeyman	W29.05 B19.26 T48.31

Craft: Painter - Repainting

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	PAINTER	NEW	CONSTR	TION					
				UC						

Ratio of Apprentices to Journeymen - 1:4

Craft: Painter - Repainting

COMMENTS/NOTES

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

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

FOREMEN REQUIREMENTS:

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

OVERTIME:

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

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

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

County - BERGEN

Craft: Painter- Containment

PREVAILING WAGE RATE

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

Craft: Painter- Containment

COMMENTS/NOTES

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - BERGEN

Craft: Painter-Elevated Water Tanks

PREVAILING WAGE RATE

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

Craft: Painter-Elevated Water Tanks

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	PAINTER	BRIDGES							

Craft: Painter-Elevated Water Tanks

COMMENTS/NOTES

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - BERGEN

Craft: Painter-Structural Steel

PREVAILING WAGE RATE

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

Craft: Painter-Structural Steel

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	PAINTER	BRIDGES							

Craft: Painter-Structural Steel

COMMENTS/NOTES

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - BERGEN

Craft: Paperhanger - New Construction

PREVAILING WAGE RATE

	05/26/17
Foreman	W44.20 B23.33 T67.53
Journeyman	W40.19 B23.07 T63.26

Craft: Paperhanger - New Construction

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
4 Months	30 %	40%	50%	60%	70%	75%	80%	85%	90%	
Benefits							11.00	11.00	11.00	

Ratio of Apprentices to Journeymen - 1:4

Craft: Paperhanger - New Construction

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM ON 5-1-14:

INTERVAL	PERIOD AND RATES							
6 Months	40%	45%	55%	65%	70%	75%	80%	90%
Benefits	8.00	8.00	10.00	10.00	11.00	11.00	14.00	14.00

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - BERGEN

Craft: Paperhanger - Renovation

PREVAILING WAGE RATE

	05/26/17
Foreman	W32.80 B19.42 T52.22
Journeyman	W29.82 B19.29 T49.11

Craft: Paperhanger - Renovation

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	PAPER-	HANGER	NEW	CONSTR	TION				
					UC					

Ratio of Apprentices to Journeymen - 1:4

Craft: Paperhanger - Renovation

COMMENTS/NOTES

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

FOREMEN REQUIREMENTS:

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

OVERTIME:

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

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

County - BERGEN

Craft: Pipefitter

PREVAILING WAGE RATE

	05/09/17	05/01/18	05/01/19
Foreman	W55.24 B33.94 T89.18	W0.00 B0.00 T91.40	W0.00 B0.00 T93.62
Journeyman	W51.56 B33.94 T85.50	W0.00 B0.00 T87.72	W0.00 B0.00 T89.94

Craft: Pipefitter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	18.05	23.20	28.36	33.51	41.25					
Benefit	22.41	24.19	25.96	27.74	30.39					

Ratio of Apprentices to Journeymen - 1:5

Craft: Pipefitter

COMMENTS/NOTES

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

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

County - BERGEN

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.

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 observed the following Monday.

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

County - BERGEN

Craft: Plasterer

PREVAILING WAGE RATE

See Bricklayer, Stone Mason Rates

Craft: Plasterer

COMMENTS/NOTES

See BRICKLAYER, STONE MASON Rates

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

County - BERGEN

Craft: Plumber

PREVAILING WAGE RATE

	05/01/17
Foreman	W56.87 B33.84 T90.71
General Foreman	W60.56 B33.84 T94.40
Journeyman	W52.66 B33.84 T86.50

Craft: Plumber

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	30%	45%	55%	65%	75%					
Benefit	10.15	15.23	18.61	22.00	25.38					

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:

- Shift work must continue for a minimum of 5 consecutive workdays.
- 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.

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.

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

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

County - BERGEN

Craft: Roofer

PREVAILING WAGE RATE

	06/01/17
Foreman	W38.55 B23.18 T61.73
Journeyman	W36.55 B23.18 T59.73
Mop Man	W37.30 B23.18 T60.48
Sub-Foreman	W37.05 B23.18 T60.23

Craft: Roofer

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 months	43%	50%	57%	64%	71%	78%	85%	92%		
Benefit	3.78	for all	intervals							

Ratio of Apprentices to Journeymen - *

* Re-roofing work: 1:1 New roofing work: 1:4

Craft: Roofer

COMMENTS/NOTES

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 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).

SHIFT DIFFERENTIALS:

- 1st Shift (7:00 am to 3:30 pm)
- 2nd Shift (3:30 pm to 12:00 am) shall be paid an additional 10% per hour.
- 3rd Shift (12:00 am to 7:00 am) shall be paid an additional 20% per hour.

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.

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

County - BERGEN

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

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

County - BERGEN

Craft: Sheet Metal Sign Installation

PREVAILING WAGE RATE

	04/13/17	10/01/17
Foreman	W34.79 B32.13 T66.92	W34.79 B32.89 T67.68
Journeyman	W33.54 B32.13 T65.67	W33.54 B32.89 T66.43

Craft: Sheet Metal Sign Installation

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 hours	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%
Benefits	10.44	11.89	13.34	14.82	16.68	18.17	19.66	21.16	22.65	24.14

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 through 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.

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

County - BERGEN

Craft: Sheet Metal Worker

PREVAILING WAGE RATE

	06/01/17
Foreman	W0.00 B0.00 T91.22
General Foreman	W0.00 B0.00 T92.22
Journeyman	W0.00 B0.00 T87.72

Craft: Sheet Metal Worker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	35%	45%	55%	65%	of	Journey	man	Wage	Rate	
Benefit	35%	45%	55%	65%	of	Journey	man	Benefit	Rate	

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.

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

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

County - BERGEN

Craft: Sprinkler Fitter

PREVAILING WAGE RATE

	01/01/17	07/01/17	01/01/18	07/01/18	01/01/19
Foreman	W62.93 B26.12 T89.05	W63.93 B27.12 T91.05	W64.38 B26.67 T91.05	W66.63 B26.67 T93.30	W66.08 B27.22 T93.30
General Foreman	W65.93 B26.12 T92.05	W67.01 B27.12 T94.13	W67.38 B26.67 T94.05	W69.63 B26.67 T96.30	W69.08 B27.22 T96.30
Journeyman	W58.83 B26.12 T84.95	W59.83 B27.12 T86.95	W60.28 B26.67 T86.95	W62.53 B26.67 T89.20	W61.98 B27.22 T89.20

Craft: Sprinkler Fitter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 hours	9.50	11.25	50%	55%	60%	65%	70%	75%	80%	85%
Benefits	10.67	10.67	21.22	21.22	21.22	21.22	Intervals	7 to 10	Jourymn	Ben.

Ratio of Apprentices to Journeymen - 1:3

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES REGISTERED AS OF 7-1-13:

INTERVAL	PERIOD AND RATES									
1000 hours	25%	30%	40%	45%	55%	60%	70%	75%	85%	90%
Benefits	10.67	10.67	21.22	21.22	21.22	21.22	Intervals	7 to 10	receive	Journeyman Ben.

Craft: Sprinkler Fitter

COMMENTS/NOTES

The regular workday consists of 8 consecutive hours between 6:00 AM and 4:30 PM.

FOREMAN REQUIREMENTS:

- The first Sprinkler Fitter on the job must be designated a Foreman.
- On any job having 12 or more Sprinkler Fitters, one must be designated a General Foreman.

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:

The first 2 hours in excess of 8 per day, after the regular workday that are not shift work, Monday through Friday, shall be paid at time and one-half the regular rate. Hours worked in excess of 10 per day, Monday through Friday, and all hours on Saturday, Sunday and holidays, shall be paid double the regular rate.

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

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

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

County - BERGEN

Craft: Tile Finisher-Marble

PREVAILING WAGE RATE

	01/01/17	07/01/17	01/01/18
Finisher	W46.01 B32.68 T78.69	W46.32 B33.44 T79.76	W46.66 B34.18 T80.84

Craft: Tile Finisher-Marble

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	50%	55%	65%	70%	75%	85%	90%	95%		

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Finisher-Marble

COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

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

County - BERGEN

Craft: Tile Setter - Ceramic

PREVAILING WAGE RATE

	12/08/16
Finisher	W43.36 B29.09 T72.45
Setter	W56.13 B32.39 T88.52

Craft: Tile Setter - Ceramic

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	50%	55%	60%	65%	70%	75%	85%	95%	100%	

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Setter - Ceramic

COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, and the first 10 hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Saturdays after 10 hours shall be paid double the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

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

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

County - BERGEN

Craft: Tile Setter - Marble

PREVAILING WAGE RATE

	01/01/17	07/01/17	01/01/18
Tile Setter	W57.74 B34.26 T92.00	W58.18 B35.27 T93.45	W58.53 B36.37 T94.90

Craft: Tile Setter - Marble

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	50%	55%	65%	70%	75%	85%	90%	95%		

Ratio of Apprentices to Journeymen - 1.4

Craft: Tile Setter - Marble

COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

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

County - BERGEN

Craft: Tile Setter - Mosaic & Terrazzo

PREVAILING WAGE RATE

	01/01/17
Grinder or Assistant	W50.86 B34.14 T85.00
Mechanic	W52.46 B34.16 T86.62

Craft: Tile Setter - Mosaic & Terrazzo

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	50%	55%	65%	70%	75%	85%	90%	95%		

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

PREVAILING WAGE RATE

	05/01/17	11/01/17	05/01/18	11/01/18
Bucket, Utility, Pick-up, Fuel Delivery trucks	W36.20 B34.38 T70.58	W36.70 B34.68 T71.38	W37.25 B35.38 T72.63	W37.75 B35.68 T73.43
Dump Truck, Asphalt Distributor, Tack Spreader	W36.20 B34.38 T70.58	W36.70 B34.68 T71.38	W37.25 B35.38 T72.63	W37.75 B35.68 T73.43
Euclid-type vehicles (large, off-road equipment)	W36.35 B34.38 T70.73	W36.85 B34.68 T71.53	W37.40 B35.38 T72.78	W37.90 B35.68 T73.58
Helper on Asphalt Distributor	W36.20 B34.38 T70.58	W36.70 B34.68 T71.38	W37.25 B35.38 T72.63	W37.75 B35.68 T73.43
Slurry Seal, Vacuum or Vac-All trucks	W36.20 B34.38 T70.58	W36.70 B34.68 T71.38	W37.25 B35.38 T72.63	W37.75 B35.68 T73.43
Straight 3-axle truck	W36.25 B34.38 T70.63	W36.75 B34.68 T71.43	W37.30 B35.38 T72.68	W37.80 B35.68 T73.48
Tractor Trailer (all types)	W36.35 B34.38 T70.73	W36.85 B34.68 T71.53	W37.40 B35.38 T72.78	W37.90 B35.68 T73.58
Winch Trailer	W36.45 B34.38 T70.83	W36.95 B34.68 T71.63	W37.50 B35.38 T72.88	W38.00 B35.68 T73.68

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 robins" 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.

SHIFT DIFFERENTIALS:

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

County - BERGEN

- Shifts starting at 4:00 PM (2nd Shift): + \$2.50 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: + \$2.50 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.

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

County - BERGEN

Craft: Truck Driver-Material Delivery Driver

PREVAILING WAGE RATE

	05/01/12
Driver	W24.15 B10.22 T34.37
New Hires (1st year)	W22.03 B9.07 T31.10

Craft: Truck Driver-Material Delivery 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". 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 or after the regular workday that are not shift work, Monday through Friday, and all hours 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.

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.

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

County - BERGEN

Craft: Welder

PREVAILING WAGE RATE

Welder

Craft: Welder

COMMENTS/NOTES

Welders rate is the same as the craft to which the welding is incidental .

STATEWIDE RATES

OPERATING ENGINEERS **Rates Expiration Date : 03/31/2020**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of 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.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veteran's Day.

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

OPERATING ENGINEERS **Rates Expiration Date : 03/31/2020**

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
47.63	30.63	78.26	79.68	80.68	82.03	83.03	85.38

CLASSIFICATIONS:

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

Front End Loader (2 cu. yds. but less than 5 cu. yds.)

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

Hoist (all types including steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, snorkle roof, and other similar types, Except Chicago-boom type)

Hydraulic Crane (10 tons & under)

Hydro-Axe

Hydro-Blaster

Jack (screw, air hydraulic, power-operated unit, or console type, Except hand jack or pile load test type)

Log Skidder

OPERATING ENGINEERS **Rates Expiration Date : 03/31/2020**

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
47.63	30.63	78.26	79.68	80.68	82.03	83.03	85.38

CLASSIFICATIONS:

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

Pumpcrete, Squeezecrete, or Concrete Pumping machine
(regardless of size)

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Vacuum Truck

Whiphammer

Winch Truck (hoisting)

OPERATING ENGINEERS **Rates Expiration Date : 03/31/2020**

Effective Dates:

	02/15/2017		07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
45.72	30.63	76.35	77.77	78.77	80.12	81.12	83.47

CLASSIFICATIONS:

Asphalt Curbing Machine

Asphalt Plant Engineer

Asphalt Spreader

Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)

Autograde Curecrete Machine (CMI & similar types)

Autograde Tube Finisher & Texturing Machine (CMI & similar types)

Bar Bending Machines (Power)

Batcher, Batching Plant, & Crusher [On Site]

Belt Conveyor System

Boom-Type Skimmer Machine

Bridge Deck Finisher

Bulldozer (all sizes)

Captain (Power Boats)

Car Dumper (railroad)

Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)

Compressor (2 or 3 battery)

Concrete Breaking Machine

Concrete Cleaning/Decontamination Machine

Concrete Finishing Machine

Concrete Saw or Cutter (ride-on type)

Concrete Spreader (Hetzl, Rexomatic & similar types)

Concrete Vibrator

OPERATING ENGINEERS **Rates Expiration Date : 03/31/2020**

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
45.72	30.63	76.35	77.77	78.77	80.12	81.12	83.47

CLASSIFICATIONS:

Conveyors - under 125 feet

Crane Signalman

Crushing Machine

Directional Boring Machine

Ditching Machine - Small (Ditchwitch, Vermeer or similar types)

Dope Pot - Mechanical (with or without pump)

Dumpster

Elevator

Fireman

Fork Lift (Economobile, Lull & similar types)

Front End Loader (1 cu. yd. and over but less than 2 cu. yds.)

Generator (2 or 3 battery)

Giraffe Grinder

Grader & Motor Patrols

Grout Pump

Gunnite Machine (Excluding nozzle)

Hammer - Vibratory (in conjunction with generator)

Heavy Equipment Robotics - Operator/Technician

Hoist (roof, tugger, aerial platform hoist, house car)

Hopper

Hopper Doors (power operated)

Ladder (motorized)

Laddervator

OPERATING ENGINEERS **Rates Expiration Date : 03/31/2020**

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
45.72	30.63	76.35	77.77	78.77	80.12	81.12	83.47

CLASSIFICATIONS:

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

Pavement Breaker (truck-mounted or small self-propelled
ride-on type)

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

Tug Captains

Tug Master (Power Boats)

TERRITORY
ENTIRE STATE

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

OPERATING ENGINEERS **Rates Expiration Date : 03/31/2020**

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
45.72	30.63	76.35	77.77	78.77	80.12	81.12	83.47

CLASSIFICATIONS:

Ultra High Pressure Waterjet Cutting Tool System -
Operator/Maintenance Technician

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
42.38	30.63	73.01	74.43	75.43	76.78	77.78	80.13

CLASSIFICATIONS:

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
39.80	30.63	70.43	71.85	72.85	74.20	75.20	77.55

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

TERRITORY
ENTIRE STATE

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

OPERATING ENGINEERS **Rates Expiration Date : 03/31/2020**

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
49.96	30.63	80.59	82.01	83.01	84.36	85.36	87.71

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

OPERATING ENGINEERS **Rates Expiration Date : 03/31/2020**

Effective Dates:

	02/15/2017		07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
49.22	30.63	79.85	81.27	82.27	83.62	84.62	86.97

CLASSIFICATIONS:

Autograde Pavement Profiler (CMI & similar types)

Autograde Pavement Profiler - Recycle Type (CMI & similar types)

Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)

Autograde Slipform Paver (CMI & similar types)

Backhoe (Excavator)

Central Power Plant

Concrete Paving Machine

Draglines

Drill, Bauer, AMI and similar types

Drillmaster, Quarrymaster

Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill

Elevator Grader

Field Engineer-Chief of Party

Front End Loader (5 cu. yards or larger)

Gradall

Grader, Rago

Helicopter Co-Pilot

Helicopter Communications Engineer

Juntann Pile Driver

Locomotive (large)

Mucking Machine

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

OPERATING ENGINEERS **Rates Expiration Date : 03/31/2020**

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
49.22	30.63	79.85	81.27	82.27	83.62	84.62	86.97

CLASSIFICATIONS:

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

OPERATING ENGINEERS **Rates Expiration Date : 03/31/2020**

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
44.09	30.63	74.72	76.14	77.14	78.49	79.49	81.84

CLASSIFICATIONS:

Chipper

Compressor (single)

Concrete Spreader (small type)

Conveyor Loader (Except elevator graders)

Engines, Large Diesel (1620 HP) & Staging Pump

Farm Tractor

Fertilizing Equipment (operation & maintenance)

Fine Grade Machine (small type)

Form Line Grader (small type)

Front End Loader (under 1 cubic yard)

Generator (single)

Grease, Gas, Fuel, & Oil Supply Trucks

Heaters (Nelson or other type)

Lights - portable generating light plant

Mixer, Concrete (small)

Mulching Equipment (operation & maintenance)

Power Broom or Sweeper

Pump (diesel engine & hydraulic - regardless of power)

Pump (larger than 2 inch suction, including submersible pumps)

Road Finishing Machine (small type)

Roller - grade, fill, or stone base

Seeding Equipment (operation & maintenance)

Sprinkler & Water Pump Trucks

TERRITORY
ENTIRE STATE

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

OPERATING ENGINEERS **Rates Expiration Date : 03/31/2020**

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
44.09	30.63	74.72	76.14	77.14	78.49	79.49	81.84

CLASSIFICATIONS:

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

Temporary Heating Plant (Nelson or other type, including
proprane, natural gas, and flow-type units)

Water or Sprinkler Truck

Welding Machine (gas, diesel, or electric convertor, of any type)

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and
maintenance)

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
51.04	30.63	81.67	83.09	84.09	85.44	86.44	88.79

CLASSIFICATIONS:

Helicopter Pilot/Engineer

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
55.72	30.63	86.35	87.77	88.77	90.12	91.12	93.47

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), over 100 tons and TOWER CRANE with boom (including jib and/or leads) 140 ft. and over

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
54.72	30.63	85.35	86.77	87.77	89.12	90.12	92.47

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), over 100 tons and TOWER CRANE with boom (including jib and/or leads) from 100 ft. to 139 ft.

OPERATING ENGINEERS **Rates Expiration Date : 03/31/2020**

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
51.22	30.63	81.85	83.27	84.27	85.62	86.62	88.97

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types) , under 100 tons with a boom (including jib and/or leads) 140 ft. and over

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
53.72	30.63	84.35	85.77	86.77	88.12	89.12	91.47

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), over 100 tons and TOWER CRANE with a boom (including jib and/or leads) under 100 ft.

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
50.22	30.63	80.85	82.27	83.27	84.62	85.62	87.97

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), under 100 tons with a boom (including jib and/or leads) from 100 ft. to 139 ft.

STRUCTURAL STEEL ERECTION **Rates Expiration Date : 03/31/2020**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of 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.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veteran's Day.

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
52.85	30.63	83.48	84.90	85.90	87.25	88.25	90.60

CLASSIFICATIONS:

Helicopter Pilot or Engineer

STRUCTURAL STEEL ERECTION **Rates Expiration Date : 03/31/2020**

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
48.79	30.63	79.42	80.84	81.84	83.19	84.19	86.54

CLASSIFICATIONS:

A-Frame

Cherry Picker -10 tons or less (Over 10 tons use crane rate)

Hoist (all types Except Chicago-boom)

Jack (screw, air hydraulic, power-operated unit or console type, Except hand jack or pile load test type)

Side Boom

Straddle Carrier

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
46.13	30.63	76.76	78.18	79.18	80.53	81.53	83.88

CLASSIFICATIONS:

Aerial Platform Used On Hoists

Apprentice Engineer/Oiler with Compressor or Welding Machine

Captain (Power Boats)

Compressor (2 or 3 in battery)

Conveyor or Tugger Hoist

Elevator or House Car

Fireman

Forklift

Generator (2 or 3)

Maintenance Utility Man

Tug Master (Power Boats)

Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

STRUCTURAL STEEL ERECTION **Rates Expiration Date : 03/31/2020**

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
44.60	30.63	75.23	76.65	77.65	79.00	80.00	82.35

CLASSIFICATIONS:

Compressor (Single)

Generators

Welding Machines, Gas, Diesel, Or Electric Converters of any type-single

Welding System, Multiple (Rectifier Transformer Type)

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
42.84	30.63	73.47	74.89	75.89	77.24	78.24	80.59

CLASSIFICATIONS:

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
50.41	30.63	81.04	82.46	83.46	84.81	85.81	88.16

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
39.80	30.63	70.43	71.85	72.85	74.20	75.20	77.55

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

TERRITORY
ENTIRE STATE

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

STRUCTURAL STEEL ERECTION **Rates Expiration Date : 03/31/2020**

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
49.55	30.63	80.18	81.60	82.60	83.95	84.95	87.30

CLASSIFICATIONS:

Field Engineer-Chief of Party

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
57.74	30.63	88.37	89.79	90.79	92.14	93.14	95.49

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms, including jib, 140 ft. and over, above ground). Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), and Pile Drivers (all types) over 100 tons and Tower Cranes.

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
56.08	30.63	86.71	88.13	89.13	90.48	91.48	93.83

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), over 100 tons and Tower Crane.

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
53.24	30.63	83.87	85.29	86.29	87.64	88.64	90.99

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, 140 ft. and over, above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), Pile Drivers (all types), under 100 tons.

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
51.58	30.63	82.21	83.63	84.63	85.98	86.98	89.33

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), under 100 tons.

TERRITORY
ENTIRE STATE

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

STRUCTURAL STEEL ERECTION **Rates Expiration Date : 03/31/2020**

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
53.24	30.63	83.87	85.29	86.29	87.64	88.64	90.99

CLASSIFICATIONS:

Helicopter Co-Pilot

Helicopter Communications Engineer

TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH/WEST **Rates Expiration Date : 03/31/2020**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hunterdon, Mercer, Monmouth, Ocean, Salem, Sussex, Warren

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of 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.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veteran's Day.

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
49.22	30.63	79.85	81.27	82.27	83.62	84.62	86.97

CLASSIFICATIONS:

Driller

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
42.38	30.63	73.01	74.43	75.43	76.78	77.78	80.13

CLASSIFICATIONS:

Driller's Helper

TERRITORY
ENTIRE STATE

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

FREE AIR TUNNEL JOBS **Rates Expiration Date : 08/31/2017**

{For apprentice rates refer to "Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$2.50 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of 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.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

03/01/2017

Rate	Fringe	Total
41.50	29.03	70.53

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/01/2017

Rate	Fringe	Total
41.20	29.03	70.23

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrician Foreman, Rigging Foreman

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NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
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FREE AIR TUNNEL JOBS **Rates Expiration Date : 08/31/2017**

Effective Dates:

03/01/2017

Rate	Fringe	Total
40.70	29.03	69.73

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Cleanup Foreman, Grout Foreman

Effective Dates:

03/01/2017

Rate	Fringe	Total
43.20	29.03	72.23

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2017

Rate	Fringe	Total
40.15	29.03	69.18

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2017

Rate	Fringe	Total
39.80	29.03	68.83

CLASSIFICATIONS:

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Manitenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Tod Man)

Effective Dates:

03/01/2017

Rate	Fringe	Total
39.65	29.03	68.68

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man Top or Bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

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FREE AIR TUNNEL JOBS **Rates Expiration Date : 08/31/2017**

Effective Dates:

03/01/2017

Rate	Fringe	Total
39.15	29.03	68.18

CLASSIFICATIONS:

All Others (including Powder Watchman, Change House Attendant, Top Laborer)

DRILL FOR GROUND WATER SUPPLY **Rates Expiration Date : 03/31/2020**

The well driller and/or helper may perform all work relative to the construction, finishing, and servicing of wells, pumps and borings for ground water supply. The present methods of well drilling entailing as they do, many diverse job operations calling for drilling, pump discharge, piping, and the operation of various types of related power equipment, shall all be within the job duties and functions of the well driller and/or helper. In the event that an extension of work should occur beyond water well drilling functions, into the field of general construction work, such extension of work would come under the appropriate rates listed elsewhere in this wage determination.

- For Work Hours, Shift Differentials, Overtime Rates, and Recognized Holidays see the "Operating Engineers" section of this wage determination.

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
47.97	30.63	78.60	80.02	81.02	82.37	83.37	85.72

CLASSIFICATIONS:

Driller

Effective Dates:

02/15/2017			07/01/2017	01/01/2018	07/01/2018	01/01/2019	07/01/2019
Rate	Fringe	Total	Total	Total	Total	Total	Total
41.13	30.63	71.76	73.18	74.18	75.53	76.53	78.88

CLASSIFICATIONS:

Driller's Helper

OPERATING ENGINEERS MARINE-DREDGING **Rates Expiration Date : 09/30/2018**

NOTE: Boat crews carrying explosive material (dynamite, pourfex, and other similar materials) shall be paid at 120% of the hourly wage rate for hours engaged in handling of said materials. Employees required to possess a Hazardous Material Certification as a condition of employment shall be compensated at 120% of the hourly wage rate.

OVERTIME:

Hours in excess of 40 per week, and all hours on Saturdays and Sundays, shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

Effective Dates:

10/01/2016			10/01/2017
Rate	Fringe	Total	Total
37.25	13.78	51.03	52.51

CLASSIFICATIONS:

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

Effective Dates:

10/01/2016			10/01/2017
Rate	Fringe	Total	Total
32.22	13.38	45.60	46.95

CLASSIFICATIONS:

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

Effective Dates:

10/01/2016			10/01/2017
Rate	Fringe	Total	Total
30.33	13.23	43.56	44.86

CLASSIFICATIONS:

Certified Welder

OPERATING ENGINEERS MARINE-DREDGING **Rates Expiration Date : 09/30/2018**

Effective Dates:

10/01/2016			10/01/2017
Rate	Fringe	Total	Total
29.50	12.86	42.36	43.64

CLASSIFICATIONS:

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

Effective Dates:

10/01/2016			10/01/2017
Rate	Fringe	Total	Total
28.54	12.78	41.32	42.58

CLASSIFICATIONS:

Boat Operator

Effective Dates:

10/01/2016			10/01/2017
Rate	Fringe	Total	Total
23.71	12.10	35.81	36.92

CLASSIFICATIONS:

Shoreman, Deckhand, Rodman, Scowman

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PREVAILING WAGE RATE DETERMINATION

MICROSURFACING/SLURRY SEAL **Rates Expiration Date : 02/28/2018**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem
IN ALL OTHER COUNTIES use the Heavy and General Laborers - North "Slurry Seal Laborer" rates.

SHIFT DIFFERENTIALS:

Any shift starting at 3:30 PM or later shall receive an additional \$0.35/hr

OVERTIME:

Hours in excess of 8 per day or 40 per week shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

Effective Dates:

03/01/2017

Rate	Fringe	Total
36.50	21.27	57.77

CLASSIFICATIONS:

Foreman

Effective Dates:

03/01/2017

Rate	Fringe	Total
33.80	21.27	55.07

CLASSIFICATIONS:

Box man

Effective Dates:

03/01/2017

Rate	Fringe	Total
31.75	21.27	53.02

CLASSIFICATIONS:

Microsurface/Slurry Preparation

Effective Dates:

03/01/2017

Rate	Fringe	Total
31.75	21.27	53.02

CLASSIFICATIONS:

Squeegee man

TERRITORY
ENTIRE STATE

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

MICROSURFACING/SLURRY SEAL Rates Expiration Date : 02/28/2018

Effective Dates:

03/01/2017

Rate	Fringe	Total
30.30	21.27	51.57

CLASSIFICATIONS:

Cleaner, Taper

TERRITORY
ENTIRE STATE

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

ASPHALT LABORERS - SOUTH **Rates Expiration Date : 08/31/2017**

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$2.50 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of 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.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

03/01/2017

Rate	Fringe	Total
41.00	29.03	70.03

CLASSIFICATIONS:

Paving Foreman

Effective Dates:

03/01/2017

Rate	Fringe	Total
39.55	29.03	68.58

CLASSIFICATIONS:

Head Raker

Effective Dates:

03/01/2017

Rate	Fringe	Total
39.40	29.03	68.43

CLASSIFICATIONS:

Raker, Screedman, Luteman

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

ASPHALT LABORERS - SOUTH **Rates Expiration Date : 08/31/2017**

Effective Dates:

03/01/2017

Rate	Fringe	Total
39.15	29.03	68.18

CLASSIFICATIONS:

Tampers, Smoothers, Kettlemen,
Painters, Shovelers, Roller Boys

Effective Dates:

03/01/2017

Rate	Fringe	Total
39.25	29.03	68.28

CLASSIFICATIONS:

Milling Controller

Effective Dates:

03/01/2017

Rate	Fringe	Total
39.45	29.03	68.48

CLASSIFICATIONS:

Traffic Control Coordinator

TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH **Rates Expiration Date : 10/16/2018**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, Union

SHIFT DIFFERENTIAL:

Employees on a shift other than between the hours of 8:00 AM and 5:00 PM shall receive an additional \$1.00 per hour.

OVERTIME:

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

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

Hazardous Waste Pay (for Levels A, B, and C): an additional 10% of the hourly rate, per hour.

A newly hired Helper with no experience in the industry shall be paid as follows:

- 1st year on the job - 70% of Helper wage rate
- 2nd year on the job - 80% of Helper wage rate
- 3rd year on the job - 90% of Helper wage rate
- All helpers receive full fringe benefit rate.

Effective Dates:

11/01/2016			10/17/2017
Rate	Fringe	Total	Total
30.96	24.76	55.72	57.17

CLASSIFICATIONS:

Helper (4th year helper)

Effective Dates:

11/01/2016			10/17/2017
Rate	Fringe	Total	Total
38.82	24.76	63.58	65.24

CLASSIFICATIONS:

Driller

Effective Dates:

11/01/2016			10/17/2017
Rate	Fringe	Total	Total
44.64	24.76	69.40	71.28

CLASSIFICATIONS:

Foreman

HEAVY & GENERAL LABORERS - NORTH **Rates Expiration Date : 08/31/2017**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$2.50 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of 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.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

03/01/2017

Rate	Fringe	Total
38.75	29.03	67.78

CLASSIFICATIONS:

"D" Rate:

basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; traffic director/flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

Effective Dates:

03/01/2017

Rate	Fringe	Total
39.45	29.03	68.48

CLASSIFICATIONS:

"C" Rate:

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker or lute man

HEAVY & GENERAL LABORERS - NORTH **Rates Expiration Date : 08/31/2017**

Effective Dates:

03/01/2017

Rate	Fringe	Total
39.70	29.03	68.73

CLASSIFICATIONS:

"B" Rate:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; asphalt screedman; rammer; hardscaping; gunite nozzle man

Effective Dates:

03/01/2017

Rate	Fringe	Total
43.25	29.03	72.28

CLASSIFICATIONS:

"A" Rate:

blaster

Effective Dates:

03/01/2017

Rate	Fringe	Total
41.00	29.03	70.03

CLASSIFICATIONS:

"FOREMAN" Rate:

labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

03/01/2017

Rate	Fringe	Total
42.00	29.03	71.03

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

TERRITORY
ENTIRE STATE

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

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date : 08/31/2017**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$2.50 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of 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.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

03/01/2017

Rate	Fringe	Total
38.75	29.03	67.78

CLASSIFICATIONS:

basic, landscape, or railroad track laborer; utility meter installer; traffic director/flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofers

tree cutter, timberman

Effective Dates:

03/01/2017

Rate	Fringe	Total
39.45	29.03	68.48

CLASSIFICATIONS:

wagon drill or drill master helper; powder carrier; magazine tender; signal man

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date : 08/31/2017**

Effective Dates:

03/01/2017

Rate	Fringe	Total
39.45	29.03	68.48

CLASSIFICATIONS:

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning

Effective Dates:

03/01/2017

Rate	Fringe	Total
39.45	29.03	68.48

CLASSIFICATIONS:

wagon or directional drill operator; drill master

Effective Dates:

03/01/2017

Rate	Fringe	Total
43.25	29.03	72.28

CLASSIFICATIONS:

blaster

Effective Dates:

03/01/2017

Rate	Fringe	Total
41.00	29.03	70.03

CLASSIFICATIONS:

labor foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

03/01/2017

Rate	Fringe	Total
42.00	29.03	71.03

CLASSIFICATIONS:

general foreman

TERRITORY
ENTIRE STATE

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

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date : 08/31/2017**

Effective Dates:

03/01/2017

Rate	Fringe	Total
39.70	29.03	68.73

CLASSIFICATIONS:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; rammer; gunite nozzle man

PIPELINE - MAINLINE TRANSMISSION **Rates Expiration Date : 06/03/2018**

These rates apply to the following: welding on Transportation Mainline pipe lines (cross-country pipe lines, or any segments thereof, transporting coal, gas, oil, water or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries up to the final metering station or connection - the point where a valve, consumer connection, or town border station divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems).

PER DIEM PAYMENT:

In addition to the total wage rate paid for each craft, the following per diem (per day) amounts must also be paid - Pipeline Journeyman: \$42.50; Pipeline Journeyman Welder: \$102.50; and Pipeline Helper: \$42.50. Note: in order to receive the per diem payment an employee must work a minimum of 8 hours in a 24 hour period.

NOTES:

- Journeymen employed as "stringer bead" welders and journeymen who are regularly employed as "hot-pass" welders shall receive \$1.00 per hour more than other journeymen.
- Welders running "stringer bead" or "hot-pass" on "cutouts" or "tie-ins" on a production basis shall be paid \$1.00 per hour above the journeymen rate.
- Whenever a welder helper is employed using a power buffer or power grinder immediately behind the stringer bead and/or hot-pass welders, and the pipe gang is set on a production basis, the helper shall be paid \$2.00 per hour above the helper rate.
- If back welding is performed inside a pipe under either or both of the following conditions, the welder engaged in the welding will receive \$3.00 per hour above the regular rate for the job only for the days on which such back welding is performed:
 - The employer elects, as a regular procedure, to back weld each line-up. This condition is not intended to apply to occasional back welding performed by the pipe gang to repair a bead, to rectify a "high-lo" condition or wall thickness, etc.
 - A welder is required to back weld a completed weld behind the firing line.
- If the welder helper is required to go inside the pipe for the purpose of brushing, buffing and grinding the weld, they shall receive a wage rate \$1.00 per hour above the regular helper rate for the days involved.
- Welders working on "hot work" shall be paid \$2.00 per hour above the regular rate for each day engaged in such work. "Hot work" is defined as work on lines in service where there is the danger of fire or explosion.

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

OVERTIME:

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

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

Effective Dates:

06/05/2017

Rate	Fringe	Total
54.58	28.97	83.55

CLASSIFICATIONS:

Pipeline Journeyman Welder

TERRITORY
ENTIRE STATE

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

PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date : 06/03/2018

Effective Dates:

06/05/2017

Rate	Fringe	Total
54.58	28.97	83.55

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

06/05/2017

Rate	Fringe	Total
33.27	19.97	53.24

CLASSIFICATIONS:

Pipeline Helper

PIPELINE - GAS DISTRIBUTION **Rates Expiration Date : 10/31/2017**

These rates apply to the following: welding on gas line distribution systems (that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users of gas).

SHIFT DIFFERENTIALS:

An "irregular" shift may start any time from 5:00 PM to 12:00 AM, Monday through Friday, and shall receive an additional 15% of the regular rate per hour, inclusive of benefits.

OVERTIME:

Hours in excess of forty per week, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

Effective Dates:

11/01/2016

Rate	Fringe	Total
57.58	21.55	79.13

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

11/01/2016

Rate	Fringe	Total
57.58	21.55	79.13

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

11/01/2016

Rate	Fringe	Total
37.16	15.74	52.90

CLASSIFICATIONS:

Pipeline Helper

ASPHALT LABORERS- NORTH **Rates Expiration Date : 08/31/2017**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$2.50 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of 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.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

03/01/2017

Rate	Fringe	Total
41.00	29.03	70.03

CLASSIFICATIONS:

Asphalt Foreman

Effective Dates:

03/01/2017

Rate	Fringe	Total
39.70	29.03	68.73

CLASSIFICATIONS:

Asphalt Screedman

Effective Dates:

03/01/2017

Rate	Fringe	Total
39.45	29.03	68.48

CLASSIFICATIONS:

Asphalt Raker or Lute Man

TERRITORY
ENTIRE STATE

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

ASPHALT LABORERS- NORTH Rates Expiration Date : 08/31/2017

Effective Dates:

03/01/2017

Rate	Fringe	Total
38.75	29.03	67.78

CLASSIFICATIONS:

Asphalt Laborer

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date : 12/03/2017**

Electrician-Utility Work (North)

(For apprentice rates refer to Electrician-Utility Work (North) in any county rate package).

These rates apply to work contracted for by the following utility companies:

Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.

These rates do not apply to work on substations or switching stations.

For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South), see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 6:00 AM and 6:00 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

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

2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.

3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on Saturday 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 hourly rate, inclusive of benefits.

Four 10-hour days may be worked, at straight time, between 7:00 AM and 6:30 PM, Monday through Thursday.

RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, or day on which they are legally observed.

Effective Dates:

12/04/2016

Rate	Fringe	Total
52.26	35.01	87.27

CLASSIFICATIONS:

Chief Lineman

Effective Dates:

12/04/2016

Rate	Fringe	Total
49.31	33.03	82.34

CLASSIFICATIONS:

Journeyman Lineman

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date : 12/03/2017**

Effective Dates:

12/04/2016

Rate	Fringe	Total
49.31	33.03	82.34

CLASSIFICATIONS:

Special License Operator

Effective Dates:

12/04/2016

Rate	Fringe	Total
48.81	32.70	81.51

CLASSIFICATIONS:

Transit Man

Effective Dates:

12/04/2016

Rate	Fringe	Total
47.33	31.71	79.04

CLASSIFICATIONS:

Line Equipment Operator

Effective Dates:

12/04/2016

Rate	Fringe	Total
41.42	27.75	69.17

CLASSIFICATIONS:

Dynamite Man

Effective Dates:

12/04/2016

Rate	Fringe	Total
58.18	38.98	97.16

CLASSIFICATIONS:

General Foreman

Effective Dates:

12/04/2016

Rate	Fringe	Total
56.70	37.98	94.68

CLASSIFICATIONS:

Assistant General Foreman

TERRITORY
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date : 12/03/2017**

Effective Dates:

12/04/2016

Rate	Fringe	Total
55.22	36.99	92.21

CLASSIFICATIONS:

Line Foreman

Effective Dates:

12/04/2016

Rate	Fringe	Total
39.94	26.75	66.69

CLASSIFICATIONS:

Straight Light Mechanical Leader

Effective Dates:

12/04/2016

Rate	Fringe	Total
37.97	25.43	63.40

CLASSIFICATIONS:

Groundman Winch Operator

Effective Dates:

12/04/2016

Rate	Fringe	Total
37.97	25.43	63.40

CLASSIFICATIONS:

Groundman Truck Operator

Effective Dates:

12/04/2016

Rate	Fringe	Total
37.47	25.10	62.57

CLASSIFICATIONS:

Straight Light Mechanic

Effective Dates:

12/04/2016

Rate	Fringe	Total
37.47	25.10	62.57

CLASSIFICATIONS:

Line Equipment Mechanic

TERRITORY
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (NORTH) Rates Expiration Date : 12/03/2017

Effective Dates:

12/04/2016

Rate	Fringe	Total
32.05	21.47	53.52

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/04/2016

Rate	Fringe	Total
29.58	19.81	49.39

CLASSIFICATIONS:

Groundman 1st Year

Effective Dates:

12/04/2016

Rate	Fringe	Total
48.81	32.70	81.51

CLASSIFICATIONS:

Line Equipment Foreman

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date : 12/02/2017**

Electrician-Utility Work (South)

(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).

These rates apply to work contracted for by the following utility company:

Atlantic City Electric.

These rates do not apply to work on substations or switching stations.

For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North)", see the "Outside Commercial Rates" for the county in which the jobsite is located.

*** FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES**

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

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

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

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

OVERTIME:

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

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

WORKING RULES:

There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foremen.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.

Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.

On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices. Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

Effective Dates:

12/04/2016

Rate	Fringe	Total
58.38	45.19	103.57

CLASSIFICATIONS:

General Foreman

TERRITORY
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date : 12/02/2017

Effective Dates:

12/04/2016

Rate	Fringe	Total
52.00	41.37	93.37

CLASSIFICATIONS:

Foreman

Effective Dates:

12/04/2016

Rate	Fringe	Total
49.26	39.74	89.00

CLASSIFICATIONS:

Small Job Foreman

Effective Dates:

12/04/2016

Rate	Fringe	Total
45.61	37.54	83.15

CLASSIFICATIONS:

Heavy Equipment Operator

Effective Dates:

12/04/2016

Rate	Fringe	Total
45.61	37.54	83.15

CLASSIFICATIONS:

Cable Splicer

Effective Dates:

12/04/2016

Rate	Fringe	Total
45.61	37.54	83.15

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/04/2016

Rate	Fringe	Total
45.61	37.54	83.15

CLASSIFICATIONS:

Journeyman Welder

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date : 12/02/2017**

Effective Dates:

12/04/2016

Rate	Fringe	Total
45.61	37.54	83.15

CLASSIFICATIONS:

Journeyman Painter

Effective Dates:

12/04/2016

Rate	Fringe	Total
36.49	32.08	68.57

CLASSIFICATIONS:

Light Equipment Operator

Effective Dates:

12/04/2016

Rate	Fringe	Total
31.93	29.37	61.30

CLASSIFICATIONS:

Groundman Truck Driver

Effective Dates:

12/04/2016

Rate	Fringe	Total
29.65	27.99	57.64

CLASSIFICATIONS:

Groundman 3rd Year

Effective Dates:

12/04/2016

Rate	Fringe	Total
27.37	26.66	54.03

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/04/2016

Rate	Fringe	Total
25.09	25.29	50.38

CLASSIFICATIONS:

Groundman 1st Year

TERRITORY
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date : 12/02/2017

Effective Dates:

12/04/2016

Rate	Fringe	Total
20.07	22.27	42.34

CLASSIFICATIONS:

Flagman

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date : 08/31/2017**

****THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY****

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$2.50 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of 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.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

03/01/2017

Rate	Fringe	Total
62.25	29.03	91.28

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/01/2017

Rate	Fringe	Total
61.80	29.03	90.83

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date : 08/31/2017**

Effective Dates:

03/01/2017

Rate	Fringe	Total
61.05	29.03	90.08

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

Effective Dates:

03/01/2017

Rate	Fringe	Total
64.80	29.03	93.83

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2017

Rate	Fringe	Total
60.23	29.03	89.26

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2017

Rate	Fringe	Total
59.70	29.03	88.73

CLASSIFICATIONS:

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Maintenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Rod Man)

Effective Dates:

03/01/2017

Rate	Fringe	Total
59.48	29.03	88.51

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY
ENTIRE STATE

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

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS Rates Expiration Date : 08/31/2017

Effective Dates:

03/01/2017

Rate	Fringe	Total
58.73	29.03	87.76

CLASSIFICATIONS:

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)

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

00 70 00-9 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

SECTION 01 11 00 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies the summary of work for the project including, but not necessarily limited to:
 - 1. Project Description
 - 2. Owner Occupancy
 - 3. Items Not In Contract
 - 4. Knowledge of the Contract Requirements
 - 5. Contract Documents Information
 - 6. Project Scope

1.2 PROJECT DESCRIPTION

- A. The project includes exterior site improvements to the area outside Ramapo College's College Park Apartments complex. Work includes but is not limited to removal and replacement of staircases, railings, asphalt walkways, guard rails, site grading, and site drainage.
- B. The extent of the contract work is indicated in the Contract Documents.
- C. The scope of the work shall not be limited to what is specifically called out on the drawings or specifications, but shall include any and all demolition, temporary work, and new work as well as any cutting and patching as required to accomplish the intended construction.
- D. The General Contractor is responsible for providing temporary barriers, caution tape, flaggers when heavy equipment is in use, and providing labor to assist pedestrians to safely travel through the CPA complex during construction. At the end of the day, the General Contractor is responsible for providing any temporary fencing and barricades around the entire work area to keep pedestrians out of the construction area.
- E. The General Contractor is responsible for providing "Detour" signage directing pedestrians when walkways or staircases are closed.

1.3 OWNER OCCUPANCY

- A. The CPA Complex will have light traffic during length of work. The College will be on Summer recess, however, the campus is still occupied and care must be taken (appropriate signage and fencing) to allow pedestrians to avoid the construction area. Staging area, storage and dumpster locations must be approved by Ramapo College of New Jersey. Since work will extend through October, greater care

01 11 00 SUMMARY OF WORK

SECTION 01 11 00 – SUMMARY OF WORK

must be taken to compensate for the increased pedestrian traffic after summer recess. Contractor is required to provide appropriate signage and fencing to detour students around and/or through the construction areas during this time.

1.4 ITEMS NOT IN CONTRACT

- A. Items designated NIC (Not in Contract) will be completed by others.
- B. Items that are not clearly identified as “NIC” throughout the Contract Documents are to be furnished and installed under this Contract by the Contractor.
- C. Items Not in Contract
 - 1. Permitting and Plan Review Fees
 - 2. 3rd party inspections

1.5 KNOWLEDGE CONTRACT REQUIREMENTS

- A. The Contractor and Subcontractor's shall consult in detail all Contract Documents, provide all labor, materials, equipment and services necessary to furnish, install and complete the work in strict conformance with all provisions thereof.
- B. The Contractor will be held to have examined the site of the Work prior to submitting his proposal and informed himself, his Subcontractors, Sub-Subcontractors and material men of all existing conditions affecting the execution of the work.
- C. The Contractor is responsible to examine the Contract Documents as they may affect subdivisions of the work and inform himself, his Subcontractors, Sub-Subcontractors and material men of all conditions thereof affecting the execution of the work.
- D. The Scope of Work for the Contract is not necessarily limited to the description of each section of the Specifications and the illustrations shown on the Drawings. Include all items not expressly indicated in the Contract Documents, or as might be found necessary as a result of field conditions, in order to complete the work as it is intended, without any gaps between the various subdivisions of work of the Contractor and his Subcontractors.
- E. The Contractor will be held to be thoroughly familiar with all conditions affecting labor for the project including, but not limited to, Unions, incentive pay, procurement, living and commuting conditions and to have informed his Subcontractors and Sub-Subcontractors thereof. It is the Contractors responsibility to resolve any labor issues without any additional cost to the Owner.

1.6 CONTRACT DOCUMENTS INFORMATION

- A. The Contract Documents are prepared in accordance with available information as to existing conditions and locations. If, during construction, conditions are revealed at variance with the Contract Documents,

01 11 00 SUMMARY OF WORK

SECTION 01 11 00 – SUMMARY OF WORK

notify the Construction Manager and Architect immediately so that supplementary instructions may be issued.

- B. The Specifications determine the kinds and methods of installation of the various materials, the Drawings establish the quantities, dimensions and details of materials, the schedules on the Drawings give the location, type and extent of the materials.
- C. Should the Drawings, Specifications or schedules disagree in themselves or with either or both of the others, the better quality or greater quantity of work or materials shall be performed and provided at no additional cost to the owner, unless otherwise directed in writing by the Construction Manager.
- D. Should an item of work appear in the Specifications and not on the Drawings, or vice versa, all related work items associated with this scope is to be included in the contract at no additional cost to the Owner unless specifically omitted in writing during the bid process.
- E. Dimensions given on the Drawings govern scale measurements and large scale drawings govern small scale drawings, except as to anything omitted unless such omission is expressly noted on the larger scale drawings.
- F. The techniques or methods of specifying to record requirements varies throughout text, and may include "prescriptive", "open generic/descriptive", "compliance with standards", "performance", "proprietary", or a combination of these. The method used for specifying one unit of work has no bearing on requirements for another unit of work.
- G. Whenever a material, article or piece of equipment is referred to in the singular number in the Contract Documents, it shall be the same as referring to it in the plural. As many such materials, articles or pieces of equipment shall be provided as are required to complete the work.
- H. Work included in small details not usually shown or specified, but necessary for the proper installation and operation of the work, shall be provided at no additional cost to the Owner.

1.7 PROJECT SCOPE:

- A. Removal and Replacement of all concrete staircases in the CPA Complex.
- B. Furnish and install new stainless steel hand rails at all staircases.
- C. Removal of all guard rails
- D. Furnish and Install new guard rails
- E. Excavation and site grading
- F. Removal of all existing asphalt shown on drawings
- G. Installation of new underground storm water management system
- H. Hydro-seeding, over seeding, aerating areas disturbed during excavation to ensure proper grass re-growth.

01 11 00 SUMMARY OF WORK

SECTION 01 11 00 – SUMMARY OF WORK

- I. Tie in building gutter system to underground drainage system when possible
- J. Clean out ditch behind and adjacent to around Buckeye, Redwood, Hickory, The Lodge, and remove material offsite.
- K. Remove debris from all wastewater grates around the CPA complex
- L. Furnish and Install galvanized crawlspace vent window basins
- M. Level and grade soil adjacent to new asphalt walkways leaving a clean even surface
- N. All asphalt is to be complete removed and replaced with new
- O. Manholes, catch basins, water valves, and any other items will be brought to correct finish pavement grade.
- P. All full depth replacement will be as follows: 4" DGA, 3" of I-2 Base / 1.5" of I-5 Top Course.
- Q. All fill to be removed offsite.
- R. Contractor is responsible to post detour signage when walkways and staircases are closed.
- S. Contractor is responsible to provide fencing to keep pedestrians out of the construction site.

- END OF SECTION 01 11 00 –

01 11 00 SUMMARY OF WORK

SECTION 01 11 05 – TIME OF COMPLETION

PART 1 - GENERAL

1.1 TIME OF COMPLETION AND SCHEDULING

- A. In preparation of the CPM schedule, the Contractor must allow for the following activities and durations:
 - 1. The Contractor can anticipate a Notice to Proceed to be issued no later than (14) calendar days after the opening of the bids.
- B. The listed milestone dates represent the Contractor's contractual obligations to the College under this Contract:
 - 1. Furnish All Submittals for Review: (30) 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)
 - 2. Substantial Completion: October 30, 2017
 - 3. Final Completion: (10) calendar days after Substantial Completion

- END OF SECTION 01 11 05 -

SECTION 01 22 00 – UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.Schedule of Values.
- B. Related Requirements:
 - 1. Section 01 26 00 "Contract Modification Procedures" and Supplemental General Conditions for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor. If the measurements issued by the contractor are incorrect then the contractor will be charged for the independent surveyor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.
- E. Each Unit prices can be accepted, rejected, or negotiated.

01 22 00 UNIT PRICES

SECTION 01 22 00 – UNIT PRICES

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. The Bid Form includes specific line items that the Owner requests pricing for, based upon the specified units of measure. The price provided for each item and quantity, used to establish the base bid for the project, shall also be used to establish the contractually agreed-to unit price for any quantity or scope adjustment required for the Duration of the project and contract.

Unit prices shall be used to establish value for proposed change orders to address owner requested changes in the project scope of work or to address unforeseen project conditions.

Unit prices for the following items are solicited on the Bid Form:

UNIT PRICE No. 1: Unforeseen Unsuitable Soils. State the total cost per unit to provide additional excavation, removal, hauling and lawful disposal of unforeseen unsuitable soils.

\$_____ /cubic yard in place

UNIT PRICE No. 2: Unforeseen Hazardous Soils. State the total cost per unit to provide additional excavation, removal, hauling and lawful disposal of unforeseen hazardous and/or regulated soils.

\$_____ /cubic yard in place

UNIT PRICE No. 3: Fill Material. State the total cost per unit to provide additional controlled, compacted, structural fill to be provided on site, including material, hauling and compaction for a complete installation.

\$_____ /cubic yard in place

UNIT PRICE No. 4: Dense Grade Aggregate – 6” Thick. State the total cost per unit to provide and install dense grade aggregate at locations directed by the Owner.

\$_____ /square yard in place

UNIT PRICE No. 5: Surface Course Mix I-5 – 2” Thick. State the total cost per unit to provide and install surface course mix at locations directed by the Owner.

\$_____ /ton in place

01 22 00 UNIT PRICES

SECTION 01 22 00 – UNIT PRICES

UNIT PRICE No. 6: Base Course Mix I-2 – 3”. Thick State the total cost per unit to provide and install base course mix at locations directed by the Owner.

\$_____ /ton in place

UNIT PRICE No. 7: Concrete Sidewalk – 4” Thick. State the total cost per unit to provide and install 4” thick concrete sidewalk and 4” stone subbase at locations directed by the Owner.

\$_____ /square yard in place

UNIT PRICE No. 8: Concrete Curb – 9” x 18”. State the total cost per unit to provide and install concrete curbing at locations directed by the Owner.

\$_____ /linear foot in place

- END OF SECTION 01 22 00 –

01 22 00 UNIT PRICES

SECTION 01 23 00 – ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for Alternates.
- B. Definition: An Alternate is an amount proposed by Bidders and stated on the Proposal Form for certain construction activities defined in the Bidding Requirements that may be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents.
- C. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project. Costs for the coordination, modification, or adjustment necessary for each alternate are included in the costs for each Alternate.
- D. Alternate pricing submitted on the bid proposal form shall be held by the Contractor for the duration of the Contract with no increase or decrease in cost if the College elects to execute an alternate during the contract duration.

1.2 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

01 23 00 ALTERNATES

SECTION 01 23 00 – ALTERNATES

1.3 SCHEDULE OF ALTERNATES

A. Deduct Alternates for the following items are solicited on the Bid Form:

1. DEDUCT ALTERNATE #1 - Throughout the entire College Park Apartments work area shown on the drawings, In lieu of a full depth removal, contractor to mill an average of 3-4” in all asphalt areas and replace with asphalt pitched and sloped to direct water away from buildings.
2. DEDUCT ALTERNATE #2 - Price to not clean the ditch that runs behind The Lodge, Redwood, and Hickory. Cleaning includes excavation, stone work, and removal of rock.
3. DEDUCT ALTERNATE #3 - Price to not remove and install new timber guard rails as indicated on drawings.

B. Add Alternates: NONE

- END OF SECTION 01 23 00 –

01 23 00 ALTERNATES

SECTION 01 26 00 – CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative requirements necessary for contract modification procedures including, but not necessarily limited to:
1. Change Order Proposals.
 2. Construction Change Directive.
 3. Change Order.

1.2 CHANGE ORDER PROPOSALS

- A. Owner-Initiated Proposal Requests: Proposed changes in the Work that will require adjustment to the Contract Sum and/or Contract Time will be issued by the Construction Manager, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.
1. Proposal requests issued by the Construction Manager are for information only. Do not consider them an instruction either to stop work in progress, or to execute the proposed change, unless directed specifically to do so.
 2. Unless otherwise indicated in the proposal request, within (14) calendar days of receipt of the proposal request, submit to the Construction Manager for review a proposed cost necessary to execute the proposed change. The Contractor and Subcontractors must use the electronic change order proposal form contained in the Contract Documents which will be provided by the Construction Manager.
 - a. Include a list of all labor, equipment, quantities of products to be purchased and unit costs, and indirect costs. Where requested, furnish survey data to substantiate quantities.
 - b. Indicate all applicable delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time. If requesting a time extension to the contract, an updated CPM schedule must be provided justifying the time extension request. Without submission of the CPM schedule, no extension of time will be granted with the change order proposal.
- B. Contractor-Initiated Proposal Requests: When latent or other unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a change order proposal to the Construction Manager. The Contractor must submit the request no later than (14) calendar days after the condition is uncovered. The Contractor and Subcontractors must use the electronic change order proposal form contained in the Contract Documents which will be provided by the Construction Manager.

01 26 00 CONTRACT MODIFICATION PROCEDURES

SECTION 01 26 00 – CONTRACT MODIFICATION PROCEDURES

1. Include a statement outlining the 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 Contract Time.
2. Include a list of all labor, equipment, quantities of products to be purchased and unit costs, and indirect costs. Where requested, furnish survey data to substantiate quantities.
3. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.

1.3 CONSTRUCTION CHANGE DIRECTIVE

- A. The Owner, in order to avoid delays in the progress of work, will issue a directive to the Contractor to proceed with the Work when the Owner and the Contractor are unable to reach an agreement on the cost of a change, or when the Construction Manager and the Contractor disagree whether to the work is included in the Contract or not, or if there is not enough time permitted to prepare a change order proposal. Such direction shall be in the form of a letter of direction.

1.4 CHANGE ORDER

- A. Upon the approval of the Owner, Construction Manager, and Architect, the Construction Manager will prepare and issue a formal Change Order for execution by all parties.

- END OF SECTION 01 26 00 -

SECTION 01 29 00 – PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative requirements necessary for payment procedures including, but not necessarily limited to:
 - 1. Schedule of Values.
 - 2. Applications for Payment.
 - 3. Attachments to Applications for Payment.

1.2 SCHEDULE OF VALUES

- A. The Contractor shall coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
- B. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of the Architect and Construction Manager.
 - c. Contractor's name and address.
 - d. Date of submittal.
 - e. Number of Submittal.
 - 2. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
 - a. Generic name.
 - b. Related Specification Section.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that have affected value.
 - g. Dollar value.
 - h. Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.
- C. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. At a minimum, the breakdown shall be by building, trade, and floor. Break principal subcontract amounts down into several line items. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.

01 29 00 PAYMENT PROCEDURES

SECTION 01 29 00 – PAYMENT PROCEDURES

- D. Tabulate schedule of values into subcontracts and trades for each of which the labor, materials, other cost and resulting final cost per line item shall be indicated. Labor, materials, and other cost generally include but are not necessarily limited to the following:
 - 1. Labor; on site labor for the handling and installation of material from point of delivery at site.
 - 2. Material; cost of materials as delivered to the site for installation and erection.
 - 3. Other cost; rental equipment, depreciation, site office, administration, overhead and profit, testing, survey and layout, samples and all other costs not included in labor and material.

1.3 APPLICATIONS FOR PAYMENT

- A. The Contractor's monthly application for payment shall be in the same schedule form as the schedule of values, reflecting the same items.
- B. Each Application for Payment shall be consistent with previous applications and payments as approved by and paid for by the Owner.
 - 1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- C. Payment Application Times: The Contractor is to submit a pencil copy on the 25th of each month for work completed through this date. The pencil copy is not to forecast work to the end of the month. The Construction Manager will review and either provide revisions or an approval within three (3) business days.
- D. Payment Application Forms: Use AIA Document G702/CMA and Continuation Sheets G703/CMA as the form for Application for Payment.
- E. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Contractor. Incomplete applications will be returned without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
 - 2. Include amounts of approved Change Orders issued prior to the last day of the construction period covered by the application.
- F. Transmittal: Submit one (1) original and one (1) copy of each Application for Payment with all backup documentation to the Construction Manager.
- G. Initial Application for Payment: Administrative actions and submittals that must precede submittal of the first Application for Payment include the following:
 - 1. List of subcontractors.

01 29 00 PAYMENT PROCEDURES

SECTION 01 29 00 – PAYMENT PROCEDURES

2. List of principal suppliers and fabricators.
3. Approved Schedule of Values.
4. Contractor's Construction Schedule.
5. Schedule of principal products.
6. Submittal Schedule.
7. List of Contractor's staff assignments.
8. Copies of filed building permit applications.
9. Certificates of insurance and insurance policies.
10. Performance and payment bonds.
11. Site Specific Safety program.
12. QA / QC Program

H. Final Application for Payment: Administrative actions and submittals that must precede submittal of the final Application for Payment include the following:

1. As-Built drawings.
2. Operation and Maintenance manuals.
3. Attic Stock.
4. Special written guarantees and warranties in addition to the one-year guarantee. Guarantee shall be signed and sealed by Officer of the Contracting Firm and shall be notarized.
5. Final Certificate of Occupancy.
6. Final Commissioning report from the Commissioning Agent.

1.4 ATTACHMENTS TO APPLICATIONS FOR PAYMENT

A. Monthly Applications for Payment:

1. Transmittal Letter.
2. Attachment to Application for Payment.
3. NJ State Monthly Project Workforce Report.

SECTION 01 29 00 – PAYMENT PROCEDURES

4. NJ State Certified Payroll Reports.
 5. Monthly Construction Progress Photographs.
 6. Updated CPM Schedule.
- B. Final Application for Payment:
1. Transmittal Letter.
 2. Attachment to Application for Payment.
 3. AIA Document G706 Affidavit of Payments of Debits and Claims from the Contractor and all Subcontractors.
 4. AIA Document G707 Consent of Surety to Final Payment.
 5. Certification of paid wages in accordance with NJ Prevailing Wage Act from the Contractor and all Subcontractors.

- END OF SECTION 01 29 00 –

SECTION 01 31 00 – PROJECT ADMINISTRATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and supervisory requirements necessary for Project administration including, but not necessarily limited to:
 - 1. Project Administration.
 - 2. Requests for Information.
 - 3. Contract Award Meeting.
 - 4. Pre-Construction “Kick-Off” Meeting.
 - 5. Pre Installation Meeting.
 - 6. Progress Meetings.

1.2 PROJECT ADMINISTRATION

- A. All project related correspondence is to be issued to the Construction Manager, with carbon copies to the Architect. E-Mail communication will be an acceptable means of communication between the Contractor and Construction Manager.

1.3 REQUESTS FOR INFORMATION

- A. The Contractor is to prepare and submit a Request for Information (RFI) to the Construction Manager for action when a clarification and/or additional information are required to perform an activity of work.
- B. The request must include a drawing and/or specification reference when applicable and must also include a proposed solution for review by the Architect. Requests not provided with a recommended solution, if applicable, will be returned to the Contractor with no action until such recommendation is provided.
- C. The Construction Manager and Architect will endeavor to respond to requests in a timely manner so not to impact onsite activity. It is the Contractor’s responsibility to review the Contract Documents thoroughly for planned work and submit a request with sufficient time for the Construction Manager and Architect to review and respond. If the Contractor fails to carry out this responsibility, The Contractor will not be entitled to an extension of time and/or additional incurred costs should the request impact construction progress.

SECTION 01 31 00 – PROJECT ADMINISTRATION

1.4 CONTRACT AWARD MEETING

- A. The Construction Manager shall schedule a contract award meeting at the Project site no later than 7 calendar days after issuance of the Notice to Proceed and prior to commencement of construction activities. Topics of discussion are to include, but not limited to:
1. Contract Documents.
 2. Summary of work.
 3. Time of completion.
 4. Conditions of the Contract.
 5. Contract execution.
 6. Review Contract submittals and timelines

1.5 PRE-CONSTRUCTION “KICK-OFF” MEETING

- B. The Construction Manager will schedule and conduct an initial Pre-Construction Meeting. The Contractor shall have in attendance all staff that will be involved in the project. Attendees must include staff responsible for field construction oversight, project management, submittals, requests for information, applications for payment, etc. Topics of discussion are to include, but not limited to:
1. Project team assignments.
 2. Communication protocols.
 3. Contract modification procedures and forms.
 4. Payment procedures and forms.
 5. Project administration.
 6. CPM scheduling requirements.
 7. Submittal procedures.
 8. Quality requirements.
 9. Code inspection procedures.
 10. Commissioning requirements.
 11. Contractor’s safety plan and requirements.
 12. Set weekly progress meeting day and time.
 13. Requirements for daily hot work permits.

SECTION 01 31 00 – PROJECT ADMINISTRATION

14. Procedure for daily disabling of fire detection systems.
15. Notice procedure for disruption of utilities.

1.6 PRE INSTALLATION MEETING

- C. The Contractor shall conduct a pre installation meeting at the site before each major construction activity commences. The Contractor, Subcontractors, 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. The Contractor is to schedule these meetings at least two weeks prior to the construction activity commences. Topics of discussion are to include, but not limited to:
 1. Shop Drawings, Product Data and quality control Samples.
 2. Possible conflicts.
 3. Compatibility problems.
 4. Time schedules.
 5. Weather limitations.
 6. Manufacturer's recommendations.
 7. Compatibility of materials.
 8. Acceptability of substrates.
 9. Temporary facilities.
 10. Space and access limitations.
 11. Governing regulations.
 12. Safety.
 13. Inspection and testing requirements.
 14. Required performance results.
 15. Recording requirements.
 16. Protection.

SECTION 01 31 00 – PROJECT ADMINISTRATION

1.7 PROGRESS MEETINGS

- A. The Construction Manager will conduct progress meetings at the Project site weekly, and shall record results of meetings and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.
- B. Attendees: Attendees are to include the Construction Manager, Architect and Engineer, and Contractor. The Contractor shall be represented as a minimum by the field superintendent and project manager. At times and as requested, the Contractor shall make available any subcontractors to attend these meetings.
- C. Agenda: Review items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project such as:
 - 1. Permitting and code inspections.
 - 2. Requests for information.
 - 3. Submittals.
 - 4. Material/equipment fabrication and delivery.
 - 5. Schedule update.
 - 6. Field observations.
 - 7. General discussion.
 - 8. Contract administration.
 - 9. Safety.
- D. Reporting: No later than 3 calendar days after each progress meeting date, the Construction Manager shall distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.

- END OF SECTION 01 31 00 -

SECTION 01 32 00 – CPM SCHEDULING REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for CPM scheduling.

1.2 GENERAL REQUIREMENTS

- A. The Work under this Contract will be planned, scheduled, executed and reported using the Critical Path Method (CPM).
- B. The Contractor shall develop the CPM schedule using Primavera schedule software (P6). No other scheduling software will be permitted.
- C. The Contractor shall provide all information and input required for development of the schedule for the Work according to the requirements of this Section. The purpose of the project schedule shall be to:
 - 1. Assure adequate planning, scheduling and reporting during execution of the contract;
 - 2. Assure coordination of the Work of the Contractor and Subcontractors;
 - 3. Assist the Contractor and the Construction Manager in monitoring the progress of the Work and evaluating the time and cost impact, if any, of proposed changes to the Contract and the project schedule;
 - 4. Assist the Contractor and Construction Manager in the preparation and evaluation of the Contractor's monthly progress payments.
- D. The Contractor shall involve all applicable Subcontractors in the schedule development, updating, and revisions, as required.
- E. The Contractor understands and agrees that the schedule is intended to accurately reflect at all times the status of the Work. The Contractor also understands and agrees that changes or revisions to the schedule are key components of this requirement and will make every reasonable effort so that the schedule accurately reflects current conditions.
- F. The Contractor shall maintain staff onsite that is knowledgeable in preparing input information for the schedule, monitoring progress, updating and revising schedules when necessary. The Contractor shall identify the individual(s) on its staff who will be responsible for scheduling efforts.
- G. If the Contractor does not possess on-staff scheduling capabilities sufficient to comply with the requirements of this Section, the Contractor shall identify the firm and individual within the firm who will be retained to provide the required expertise.
- H. Failure to furnish any required submittal or information specified herein shall constitute a cause for withholding any progress payment.

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SECTION 01 32 00 – CPM SCHEDULING REQUIREMENTS

1.3 SCHEDULE REQUIREMENTS

- A. Within 30 calendar days of the Notice to Proceed, the Contractor shall submit to the Construction Manager for review and acceptance, a CPM schedule utilizing precedence diagramming method for procurement and construction work scope. The CPM schedule shall provide a complete and detailed sequence of operations of the Work within the time limits in the Contract.
- B. The CPM schedule shall include:
 - 1. All activities necessary to account for the full scope of work.
 - 2. The order and interdependencies of the Contractor's activities and the interface or interrelation with the activities of others. The following criteria shall form the basis for assembly of the logic relationships:
 - a. What activity must be completed before a subsequent activity can be started?
 - b. What activities can be done concurrently? This includes activities with Start-To-Start and Finish-To-Finish relationships with or without leads and lags.
 - 3. A single critical path that runs through the entire CPM schedule beginning with the first activity, e.g., Notice to Proceed, and ending with the last activity, e.g., Project Complete.
 - 4. Conformance with and identification of the specific milestone or completion dates specified in the Contract Documents.
 - 5. Off-site activities: The Contractor shall include in the CPM schedule all procurement activities which lead to the delivery of materials to the site and logically tie the material delivery to the related construction activity. The off-site activities shall include the following:
 - a. Ordering, submittals, manufacturing or fabricating, and delivery of equipment and materials. Long lead items requiring more than one month between ordering and delivery to the site shall be clearly noted.
 - b. All significant Contractor activities during the fabrication and erection/installation in a Contractor's plant or on a job site, including materials/equipment purchasing, and delivery.
 - c. Contractor's drawings and submittals to be prepared and submitted to the Architect.
 - d. Approval of Contractor submittals by the Architect, which shall be a maximum of (21) calendar days.
 - 6. Delivery of Owner furnished material and equipment.
 - 7. Testing and commissioning of equipment, systems and materials.
 - 8. Required state inspections.
 - 9. Project closeout activities.
- C. The identity, duration, and logic of activities comprising the CPM schedule shall meet the following criteria:
 - 1. Activity boundaries shall be easily measurable and descriptions shall be clear and concise. Do not preface activity descriptions with "Begin" or "Complete." The beginning and end of each

SECTION 01 32 00 – CPM SCHEDULING REQUIREMENTS

activity shall be readily verifiable, and progress should be quantifiable. Do not reference percentage completion within the activity description.

2. Activity codes necessary to better organize the schedule, including but not limited to, a responsibility code for each activity that shall identify an activity with a single performing organization.
 3. The calendar shall account for all holidays, shutdown periods for weather sensitive work, etc.
 4. Seasonal weather conditions, utility coordination, no-work periods, expected job learning curves, and other foreseeable delays to activities shall be considered and included within the developed duration for each activity affected.
 5. “Start To Start” and “Finish-To- Finish” activity relationships shall be minimized. The preferred relationship type is “Finish-To-Start” with zero lag. Do not use “Start-To-Finish” relationship types. The use of negative lag is also prohibited. The use of “Finish-To-Finish” relationships, only, is prohibited. Where “Start-To-Start” relationships are used between activities, “Finish-To-Finish” relationships must also be used between those same activities. There should be no activities where the finish of one activity is not tied to another activity.
 6. Imposed completion dates for events other than the specified milestones or completion dates will not be permitted.
- D. The level of detail of the CPM schedule shall be such that no activity duration shall be over (30) calendar days, except for non-construction activities such as shop drawing and sample submittals, fabrication and delivery of materials and equipment, and delivery of equipment.
- E. The CPM schedule shall not show an early completion date for the project later than the project’s required completion date.
- F. The Owner does not guarantee that the Contractor can start work activities on the “Early Start” or “Late Start” dates or complete work activities on the “Early Finish” or “Late Finish” date shown in the initial schedule submission, or in an updated or revised schedule; nor does the Owner or Construction Manager guarantee that the Contractor can always proceed in the sequence established by said schedule. If Contractor’s schedule shows that the Owner or a separate contractor is to complete an activity by a specific date, or within a certain duration, the Owner or any separate contractor under contract with the Owner shall not be bound to said date or duration unless the Owner expressly and specifically agrees in writing to same; the Owner’s, the Construction Manager’s and/or Architect’s review and acceptance of the schedule does not constitute an agreement to the specific dates, durations, or sequences for activities of the Owner or any separate contractor.
- G. The submittal of the contract scheduling documents for the baseline and subsequent updates shall include:
1. Electronic copy in Primavera .XER format
 2. Written narrative of construction progress to include, as a minimum, activities completed, activities started, and activities ongoing. Narrative to also include any impacts to construction progress and methods to eliminate said impacts.

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SECTION 01 32 00 – CPM SCHEDULING REQUIREMENTS

3. 11 x 17 Gantt Chart report in color to include, as a minimum, activity ID's, activity descriptions, early and late start and finish dates, percent complete, and total float. The reports shall be sorted by:
 - a. Activity ID
 - b. Early Start, Early Finish
 - c. Total Float

1.4 APPROVAL PROCESS

- A. The Construction Manager will review the Contractor's schedule, including logic diagrams and computer generated analysis for compliance with the provisions of this Section as well as the requirements of the Contract as a whole. The Construction Manager shall have (14) calendar days to review and comment on (or accept) in writing the Contractor's schedule submission.
- B. The Contractor shall revise and resubmit the schedule within (7) calendar days. The Construction Manager will have (7) calendar days to review and comment on (or accept) in writing the Contractor's revised schedule.
- C. Within (3) calendar days following final acceptance of the schedule, the Contractor shall provide copies of the CPM schedule to the Construction Manager in accordance with this Section.
- D. Upon final acceptance, the schedule will become the official project schedule and will be used to monitor progress of the Work, subject to such revisions made to the schedule as provided for herein or in the Contract Documents, and to support requests for payment.
- E. Acceptance by the Construction Manager of the Contractor's CPM schedule shall not relieve the Contractor of the responsibility for accomplishing the Work within every contract required milestone and completion date. The Owner and Construction Manager disclaim any obligation or liability due to acceptance of the CPM schedule.

1.5 SCHEDULE UPDATES

- A. Schedule updates shall be prepared each month with progress reported through the 24th day of the month and submitted with the payment applications for review by the Construction Manager on the 25th of each month. Upon review and acceptance by the Construction Manager, the final schedule update shall be submitted with the final payment application on the first weekday of the next month.
- B. The progress report submitted by the Contractor will indicate, as a minimum, those activities, or portions of activities, which were completed during the reporting period, the actual start and finish dates for those activities, remaining duration and/or estimated percent complete for activities currently in progress.

Starting (30) calendar days after the start of construction, and throughout the progress of the Work, the Contractor shall prepare and maintain a two week look-ahead schedule reflecting schedule of work activities (from the CPM schedule) actually accomplished for the previous week and the work scheduled for the forthcoming two weeks. This look-ahead schedule shall be prepared on a weekly basis and issued to the Construction Manager.

SECTION 01 32 00 – CPM SCHEDULING REQUIREMENTS

1.6 SCHEDULE REVISIONS

- A. Should the Contractor, after acceptance of the initial CPM schedule, want to change its plan of construction, the Contractor shall submit the requested revisions to the Construction Manager including a written description of the reason for rescheduling the Work, and methods of maintaining adherence to milestone and specific dates. The Construction Manager will have (7) calendar days to review and either accept or reject the reason for the revised schedule in writing to the Contractor. If the Contractor's requested schedule revision is accepted by the Construction Manager, the changes will be incorporated by the Contractor into the CPM schedule in the next schedule update and will become the new project schedule.
- B. The Contractor shall revise the schedule to include the effect of changes or other conditions or events that have affected the CPM schedule. The Construction Manager will have (7) calendar days to review and either accept or reject the reason for the revised schedule in writing to the Contractor. If the Contractor's requested schedule revision is accepted by the Construction Manager, the changes will be incorporated by the Contractor into the CPM schedule in the next schedule update and will become the new project schedule.
- C. When the Construction Manager directs changes by Change Order that have the potential to impact the Contract milestones or completion dates, a schedule fragnet shall be prepared by the Contractor and provided to the Construction Manager as part of the Change Order Proposal. If the Contractor has prepared a scheduled fragnet that results in a time extension request, the Contractor must identify to the Construction Manager as part of the Change Order Proposal the cost to buy back time to allow the Owner the option of granting a time extension or buying back the time. If the Construction Manager accepts the schedule fragnet, it will be incorporated into the CPM schedule by the Contractor during the next schedule update.
- D. Should any of the conditions exist, such that certain activities shown on the Contractor's CPM schedule fall behind schedule to the extent that any of the specific milestone or completion dates are in jeopardy, the Contractor may be required when directed, to prepare and submit to the Construction Manager, a recovery schedule and written narrative explaining how the Contractor intends to reschedule the Work to regain compliance with the accepted CPM schedule. The preparation of a recovery schedule shall not be grounds for a Change Order or a time extension unless the Contractor can conclusively establish that the Owner is responsible for the schedule slippage. In no event shall Contractor refuse or fail to revise the schedule based on claimed Owner delays or lack of information. In such cases, Contractor shall apply its best efforts and apply reasonable assumptions when information is alleged to be lacking.
- E. The Contractor shall do the following, after determination of the requirement for a recovery schedule:
 - 1. Within (5) calendar days of being directed to provide a recovery schedule, the Contractor shall submit the recovery schedule, and written narrative of how the Contractor intends to recover the time, for acceptance to the Construction Manager. The recovery schedule shall be prepared to similar level of detail as the accepted CPM schedule and shall address how the Contractor intends to recover the time. The Construction Manager will have (5) calendar days to review and comment on the recovery schedule.
 - 2. Any revisions necessary because of this review shall be resubmitted by the Contractor for acceptance within (3) calendar days. The accepted recovery schedule shall then be the schedule that the Contractor shall use in planning, organizing, directing, coordinating, performing and

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SECTION 01 32 00 – CPM SCHEDULING REQUIREMENTS

executing the Work (including all activities of subcontractors) to regain compliance with the CPM schedule.

3. Typical methods of revising the schedule to recover time include, but are not limited to:
 - a. Reducing the durations of activities not yet started.
 - b. Changing schedule logic, e.g. changing “Finish-To-Start” relationships to “Start-To-Start” relationships, using negative lags, etc.
 - c. Changing the method of schedule calculation from retained logic to progress override.
4. If at any time during the construction, it appears to the Construction Manager that the Contractor’s schedule no longer represents the actual prosecution and progress of the Work, the Construction Manager will request in writing a revision to the schedule. Any “out of sequence progress” problems will be considered evidence that the schedule needs revising. The Contractor then has (5) calendar days to respond to that written request.

- END OF SECTION 01 32 00 -

SECTION 01 33 00 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including:
 - 1. Submittal Procedures.
 - 2. Submittal schedule.
 - 3. Shop Drawings.
 - 4. Product Data.
 - 5. Samples.
 - 6. Mockups.
 - 7. Material Safety Data Sheets.

1.2 SUBMITTAL PROCEDURES

- A. Shop drawings, product data and samples will not be processed by Architect until the submittal schedule and a list of subcontractors, material suppliers and fabricators are submitted as required.
- B. If the submittal deviates from the requirements of the Project or the Contract Documents, then the Contractor shall include a cover page on such submittal that clearly identifies how such submittal deviates from the requirements of the Project or the Contract Documents and briefly identifies why such deviation is appropriate.
- C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 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 elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- D. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for re-submittals.

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SECTION 01 33 00 – SUBMITTAL PROCEDURES

- a. Allow three (3) weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Architect will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow two weeks for reprocessing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- E. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 1. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 2. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
- F. Submittal Transmittal: Package each submittal by specification section. Submittals are to be packaged individually, not grouped. Each submittal shall be transmitted with a cover letter. The cover letter shall identify the following information:
 1. Submittal identification number. Numbering system shall be as follows:
 - a. Specification identifier-submittal # within specification-revision
(Example: 077100-001-01)
 2. Specification Section and article number
 3. Type of submittal, e.g. shop drawing, product data, sample, material certification, etc.
 4. Manufacturer and/or fabricator
 5. Product lead time
 6. Include Contractor's certification that information complies with Contract Document requirements.
- G. Submittal Distribution: The Contractor shall send all submittals electronically to the attention of the Architect with a hard copy submitted to the Construction Manager. All submittals for the fire protection, plumbing, mechanical, and electrical systems shall be sent electronically to the Engineer with copies sent to the Architect and Construction Manager. The Architect will return all submittals electronically directly to the Contractor. The Contractor shall provide a colored hard copy of the returned submittal to the Construction Manager within two (2) days of receipt. Should the Contractor

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SECTION 01 33 00 – SUBMITTAL PROCEDURES

wish to transmit hard copies of the submittal to the Architect, the Contractor shall be responsible for all postage costs to and from the Architect. Contractor is responsible for all printing and distribution to all interested subcontractors and suppliers.

1.3 SUBMITTAL SCHEDULE

- A. Submittal Schedules shall be prepared and incorporated into the Contractor's Construction Schedule. The Contractor shall include the following considerations when preparing the submittal schedule so that approved products are at the project site ready for installation in accordance with the time established in the Contractor's Construction Schedule to avoid delays.
 - 1. Time frame when the item is needed at the Project.
 - 2. Time necessary to produce the product.
 - 3. Lead time required to prepare the submittal.
 - 4. Time required for the Contractor to review, approve, sign and date the submittal.
 - 5. Time for the Construction Manager, the Architect and his Engineer to review the submittal.
 - 6. The number of Subcontractor's affected by the information contained in the submittal.
 - 7. Time necessary to correct and resubmit if original submittal is not approved.
 - 8. Submittal of all color samples within adequate time for review, selection and coordination with other products requiring earlier installation and/or longer lead times for ordering.
 - 9. Grouping of related submittals for coordination.
- B. Prepare the schedule in chronological order to include all submittals required for the Project and submit to the Construction Manager no later than (20) calendar days after the Notice to Proceed is issued. Provide the following information:
 - a. Scheduled date for the first submittal.
 - b. Related Section number.
 - c. Submittal category.
 - d. Name of subcontractor.
 - e. Description of the part of the Work covered.
- C. Distribution: Following response to initial submittal, print and distribute copies to the Architect and Construction Manager, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
- D. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

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1.4 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
 - 1. Dimensions.
 - 2. Identification of products and materials included.
 - 3. Compliance with specified standards.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurement.
 - 6. Sheet Size: Except for templates, patterns and similar full- size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 36" x 48".
 - 7. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

1.5 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, rough-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
 - 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with recognized trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.

1.6 SAMPLES

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SECTION 01 33 00 – SUBMITTAL PROCEDURES

- A. Submit three (3) full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.
1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Include the following:
 - a. Generic description of the Sample.
 - b. Sample source.
 - c. Product name or name of manufacturer.
 - d. Compliance with recognized standards.
 - e. Availability and delivery time.
 2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.
 - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
 3. Preliminary submittals: Where Samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
 - a. Preliminary submittals will be reviewed and returned with the Architect's mark indicating selection and other action.
 4. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit 3 sets; one will be returned marked with the action taken.
 5. Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
- B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.
1. Field Samples specified in individual Sections are special types of Samples. Field Samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.
 - a. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

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SECTION 01 33 00 – SUBMITTAL PROCEDURES

1.7 MOCKUPS

- A. Installation progress of mock ups specified or identified on the drawings shall be addressed by the Contractor at periodic meetings. Provide a separate schedule sheet for each mock up with dates for installation to begin, installation complete, Owner/Architect review period (21 calendar days), punch list corrections, and mock up acceptance. Mock-ups shall be scheduled sufficiently in advance of fabrication of building components to allow review comments by the Construction Manager and Architect to be incorporated into the final product. Mock ups shall be clearly marked and remain undisturbed and accessible as the criteria against which the remaining work shall be judged. Unless otherwise indicated, mockups of exterior wall conditions are to be constructed on grade (not on the building) with foundation and structural support systems engineered by the Contractor. The mockup of the laboratory casework and fittings is to be built off site in a location to be determined by the Contractor in consultation with the Construction Manager.
- B. Provide shop drawings indicating mockup size, proposed materials, and colors. Locations and orientation of all mockups shall be reviewed and approved by the Construction Manager and Architect prior to erection of the mockup. Mockups of interior conditions shall have the scheduled lighting fixtures installed, or the equivalent temporary lighting, during the review and approval period. Installation methods, environmental conditions and other contractor employed means and methods for installing the mock up may be observed by the Architect and shall be employed and maintained in all remaining work.

1.8 MATERIAL SAFETY DATA SHEET

- A. Submit material safety data sheets for every product to be utilized for the Project. The MSDS shall be submitted with the product submittal. The Contractor will not be permitted to use or install any products until the proper MSDS is submitted to the Construction Manager.

- END OF SECTION 01 33 00 -

SECTION 01 40 00 – QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for quality control services.
- B. Quality control services include inspections and tests and related actions including reports, performed by independent agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities performed by the Architect or Construction Manager. Inspections and tests will include, but not limited to:
 - 1. Soil analysis.
 - 2. Foundation subgrade compaction.
 - 3. Concrete reinforcing.
 - 4. Concrete strength.
 - 5. Structural steel bolting, shear bolts, welding.
 - 6. Backfill compaction.
 - 7. Roadway subgrade compaction.
 - 8. Asphalt.
 - 9. Fireproofing
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.
- D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
 - 1. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
 - 2. Inspections, test and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
 - 3. Requirements for the Contractor to provide quality control services required by the Architect, Construction Manager or Owner, or authorities having jurisdiction are not limited by provisions of this Section.

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SECTION 01 40 00 – QUALITY REQUIREMENTS

1.2 RESPONSIBILITIES

- A. Contractor Responsibilities: The Owner shall provide inspections, tests and similar quality control services, specified in individual Specification Sections and required by governing authorities, except where they are specifically indicated to be the Contractor's responsibility, or are provided by another identified entity; these services include those specified to be performed by an independent agency and not by the Contractor.
1. The Owner shall employ and pay an independent agency, to perform specified quality control services.
 2. Retesting: The Contractor is responsible for retesting costs where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.
 - a. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility.
 3. Associated Services: The Contractor shall cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include but are not limited to:
 - a. Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
 - b. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
 - c. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
 - d. Security and protection of samples and test equipment at the Project site.
- B. Duties of the Testing Agency: The independent testing agency engaged to perform inspections, sampling and testing of materials and construction specified in individual Specification Sections shall cooperate with the Construction Manager and Contractor in performance of its duties, and shall provide qualified personnel to perform required inspections and tests.
1. The agency shall notify the Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.
 3. The agency shall not perform any duties of the Contractor.
- C. Coordination: The Contractor and each agency engaged to perform inspections, tests and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition the Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
1. The Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities.

01 40 00 QUALITY REQUIREMENTS

SECTION 01 40 00 – QUALITY REQUIREMENTS

1.3 SUBMITTALS

- A. The Construction Manager shall submit a certified written report of each inspection, test or similar service, to the Contractor, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible for the service, submit a certified written report of each inspection, test or similar service through the Contractor, in duplicate.
 - 1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
 - 2. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to:
 - a. Date of issue.
 - b. Project title and number.
 - c. Name, address and telephone number of testing agency.
 - d. Dates and locations of samples and tests or inspections.
 - e. Names of individuals making the inspection or test.
 - f. Designation of the Work and test method.
 - g. Identification of product and Specification Section.
 - h. Complete inspection or test data.
 - i. Test results and an interpretation of test results.
 - j. Location of sample or test in project.
 - k. Ambient conditions at the time of sample-taking and testing.
 - l. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.
 - m. Name and signature of laboratory inspector.
 - n. Recommendations on retesting.

1.4 QUALITY ASSURANCE

- A. Qualification for Service Agencies: The Owner will engage inspection and testing service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.
 - 1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State in which the Project is located.

1.5 TRADESMEN & WORKMANSHIP

- A. Ensure that tradesmen performing work at site are skilled and knowledgeable in methods and craftsmanship needed to produce required quality levels for workmanship in completed work. Remove and replace work which does not comply with workmanship standards as specified and as recognized in the construction industry for applications indicated. Remove and replace other work damaged or deteriorated by faulty workmanship or its replacement.

1.6 REPAIR AND PROTECTION

01 40 00 QUALITY REQUIREMENTS

SECTION 01 40 00 – QUALITY REQUIREMENTS

- A. General: Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with Contract Document requirements for "Cutting and Patching."
- B. Protect construction exposed by or for quality control service activities, and protect repaired construction.
- C. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

1.7 REPLACEMENT OF WORK

- A. Within 24 hours after rejection of work pursuant to the General Conditions, remove all materials and equipment so rejected and immediately replace work, at the Contractor's cost, to the satisfaction of the Architect and Construction Manager. Should the work of the Owner or other Contractors be damaged by such removal or replacement, the Contractor shall reimburse the Owner or other Contractors for all costs incurred for correcting damage.

- END OF SECTION 01 40 00 -

SECTION 01 42 19 – REFERENCE STANDARDS AND DEFINITIONS

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. Indicated: The term "indicated" refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help the reader locate the reference; no limitation on location is intended.
- C. Directed: Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the Architect and/or Construction Manager," "requested by the Architect," and similar phrases.
- D. Approve: The term "approved," where used in conjunction with the Architect's and/or Construction Manager's action on the Contractor's submittals, applications, and requests, is limited to the Architect's and Construction Manager's duties and responsibilities as stated in the Conditions of the Contract.
- E. Regulation: The term "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. Furnish: The term "furnish" is used to mean "supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."
- G. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations."
- H. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."
- I. Installer: An "Installer" is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
 - 1. The term "experienced," when used with the term "Installer," means having a minimum of five previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of the authority having jurisdiction.
 - 2. Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

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SECTION 01 42 19 – REFERENCE STANDARDS AND DEFINITIONS

3. Assignment of Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed. The specialists must be engaged for those activities, and assignments are requirements over which the Contractor has no choice or option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.
 - a. This requirement shall not be interpreted to conflict with enforcement of building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
- J. Project Site is the space available to the Contractor for performance of construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- K. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

1.2 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 50-Division format and MASTERFORMAT numbering system.
- B. Specification Content: This Specification uses certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
 1. Abbreviated Language: Language used in Specifications and other Contract Documents is the abbreviated type. Words and meanings shall be interpreted as appropriate. Words that are implied, but not stated shall be interpolated as the sense required. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and the context of the Contract Documents so indicates.
 2. Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mode are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Except where 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 the standard in effect as of the date of the Contract Documents.

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SECTION 01 42 19 – REFERENCE STANDARDS AND DEFINITIONS

- C. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.
- D. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

1.4 SUBMISSIONS

- A. For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

- END OF SECTION 01 42 19 -

01 42 19 REFERENCE STANDARD AND DEFINITIONS

SECTION 01 70 00 – CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
 - 1. Systems Demonstration and Training
 - 2. Operation and Maintenance Manuals.
 - 3. As-Built Drawings.
 - 4. Attic Stock.
 - 5. Valve Charts and One-Line Diagrams.
 - 6. Guarantees and Warranties.

1.2 SYSTEMS DEMONSTRATION AND TRAINING

- A. Demonstrate operation and maintenance of all equipment and systems to the College's personnel two weeks prior to the date of substantial completion and one month after Substantial Completion. Allow for two (2) training and demonstration sessions at each time before/after Substantial Completion. There shall be no minimum time established for each training and demonstration session.
- B. Demonstrate start-up, operation, control, adjustment, trouble shooting, servicing, maintenance, and shutdown of each piece of equipment and system during the training and demonstration session.
- C. In addition to above, for equipment and systems requiring seasonal operation, provide an additional two training and demonstration sessions for each season change.
- D. All demonstration and training is to be provided by a manufacturer's representative of the equipment and system. Onsite superintendent's and/or foremen are not acceptable for this requirement.
- E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with the College's personnel in detail to explain all aspects of operation and maintenance.
- F. The demonstration and maintenance instruction is to be digitally recorded by the Contractor with three DVD copies being provided to the College.

SECTION 01 70 00 – CLOSEOUT REQUIREMENTS

1.3 OPERATION AND MAINTENANCE MANUALS

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products. Final payment will not be processed until submitted and approved. A total of four (4) copies and an electronic version on CD are to be submitted.
- B. Prepare data in the form of an instructional manual.
- C. Binders are to be commercial quality, 8-1/2 x 11 inch three ring binders with durable plastic covers. When multiple binders are used, correlate data into related consistent groupings.
 - 1. Identify each binder with typed or printed title “Operation and Maintenance Instructions”, identify the project, identify subject matter of contents.
 - 2. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.
 - 3. Arrange content by systems under section numbers and sequence table of contents of the project manuals.
 - 4. Manuals are to include the following information:
 - a) Subcontractor and suppliers names, addresses, and phone numbers
 - b) Significant design data
 - c) List of equipment
 - d) Parts list for each component
 - e) Operating instructions
 - f) Maintenance instructions for equipment and systems
 - g) Maintenance instructions for special finishes, included recommended cleaning methods and materials, and special precautions identifying detrimental agents
 - h) Shop drawings and product data
 - i) Warranties

1.4 AS-BUILT DRAWINGS

- A. The Contractor shall maintain a clean, undamaged set of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 - 1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
 - 2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
 - 3. Note related Change Order numbers where applicable.

SECTION 01 70 00 – CLOSEOUT REQUIREMENTS

4. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
 5. All utilities outside the building shall be located by a survey performed by a licensed surveyor who shall certify as to its accuracy.
- B. The Contractor shall submit three (3) color copies of these documents to the Construction Manager, whether altered or not, with a certification as to the accuracy of the information thereon at the time of contract completion before final payment is made to the Contractor.

1.5 ATTIC STOCK

- A. The Contractor shall provide and deliver all attic stock specified in the Contract Documents to a location designated by the College. The Contractor shall provide the following attic stock at a minimum if not specified elsewhere in the Contract Documents:
- B. Should there be a conflict between the above and elsewhere in the Contract Documents, the largest quantity shall be supplied by the Contractor.

1.6 VALVE CHARTS AND ONE-LINE DIAGRAMS

- A. The Contractor shall prepare a complete set of typewritten control valve and circuit location diagrams, charts, diagrams and lists under frame glass in appropriate designated equipment rooms. The Contractor shall also furnish one-line diagrams, as well as such color coding of piping and wiring and identifying charges as specified or required. This information to be framed under glass and installed where directed.

1.7 GUARANTEES AND WARRANTIES

- A. All guarantees and warranties required by the Specifications shall be in writing in requisite legal form and delivered to the Construction Manager. All Subcontractor's guarantees and warranties shall be underwritten by the Contractor, who shall obtain and deliver same to the Construction Manager before the Work shall be deemed finished and accepted.

- END OF SECTION 01 70 00 -

SECTION 01 74 00 – WASTE MANAGEMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous demolition and construction waste.
 - 2. Recycling nonhazardous demolition and construction waste.
 - 3. Disposing of nonhazardous demolition and construction waste.

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 PERFORMANCE REQUIREMENTS

- A. General: Develop waste management plan that results in end-of-Project rates for salvage/recycling of 75 percent by weight of total waste generated by the Work.
- B. Salvage/Recycle Requirements: Owner's goal is to salvage and recycle as much nonhazardous demolition and construction waste as possible including the following materials:
 - 1. Demolition Waste:
 - a. Asphaltic concrete paving.
 - b. Concrete.
 - c. Concrete reinforcing steel.
 - d. Brick.
 - e. Concrete masonry units.

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- f. Wood studs.
- g. Wood joists.
- h. Plywood and oriented strand board.
- i. Wood paneling.
- j. Wood trim.
- k. Structural and miscellaneous steel.
- l. Rough hardware.
- m. Roofing.
- n. Insulation.
- o. Doors and frames.
- p. Door hardware.
- q. Windows.
- r. Glazing.
- s. Metal studs.
- t. Gypsum board.
- u. Acoustical tile and panels.
- v. Carpet.
- w. Carpet pad.
- x. Demountable partitions.
- y. Equipment.
- z. Cabinets.
- aa. Plumbing fixtures.
- bb. Piping.
- cc. Supports and hangers.
- dd. Valves.
- ee. Sprinklers.
- ff. Mechanical equipment.
- gg. Refrigerants.
- hh. Electrical conduit.
- ii. Copper wiring.
- jj. Lighting fixtures.
- kk. Lamps.
- ll. Ballasts.
- mm. Electrical devices.
- nn. Switchgear and panelboards.
- oo. Transformers.

2. Construction Waste:

- a. Site-clearing waste.
- b. Masonry and CMU.
- c. Lumber.
- d. Wood sheet materials.
- e. Wood trim.
- f. Metals.
- g. Roofing.
- h. Insulation.
- i. Carpet and pad.

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- j. Gypsum board.
- k. Piping.
- l. Electrical conduit.
- m. Packaging: Regardless of salvage/recycle goal indicated above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
 - 1) Paper.
 - 2) Cardboard.
 - 3) Boxes.
 - 4) Plastic sheet and film.
 - 5) Polystyrene packaging.
 - 6) Wood crates.
 - 7) Plastic pails.

1.4 SUBMITTALS

- A. Waste Management Plan: Submit 3 copies of plan within 7 calendar days of date established for commencement of the Work.
- B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit three copies of 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.
- C. Waste Reduction Calculations: Before request for Substantial Completion, submit three copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- D. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- E. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- F. 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.
- G. 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.
- H. Qualification Data: For Waste Management Coordinator.

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- I. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.5 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Waste Management Conference: Conduct conference at Project site to comply with requirements. Review methods and procedures related to waste management including, but not limited to, the following:
 1. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
 2. Review requirements for documenting quantities of each type of waste and its disposition.
 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 5. Review waste management requirements for each trade.

1.6 WASTE MANAGEMENT PLAN

- A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Include separate sections in plan for 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.

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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 on Project site where materials separation will be located.
- D. **Cost/Revenue Analysis:** Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
1. Total quantity of waste.
 2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
 3. Total cost of disposal (with no waste management).
 4. Revenue from salvaged materials.
 5. Revenue from recycled materials.
 6. Savings in hauling and tipping fees by donating materials.
 7. Savings in hauling and tipping fees that are avoided.
 8. Handling and transportation costs. Include cost of collection containers for each type of waste.
 9. Net additional cost or net savings from waste management plan.
- E. **Forms:** Prepare waste management plan on forms included at end of Part 3.

1.7 PLAN IMPLEMENTATION

- A. **General:** Implement waste management plan as approved by Architect, Owner, and Construction Manager. 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.

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1.8 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: 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.

D. Doors and Hardware: Brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.

1.9 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 Contractor.

C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.

1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from the weather.
5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

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1.10 RECYCLING DEMOLITION WASTE

- A. Asphaltic Concrete Paving: Grind asphalt to maximum 1-1/2-inch (38-mm) size.
- B. Asphaltic Concrete Paving: Break up and transport paving to asphalt-recycling facility.
- C. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
 - 1. Pulverize concrete to maximum 1-1/2-inch (38-mm) size.
- D. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
 - 1. Pulverize masonry to maximum 1-inch (25-mm) size.
 - a. Crush masonry and screen to comply with requirements in Division 31 Section "Earthwork" for use as general fill.
 - b. Crush masonry and screen to comply with requirements in Division 32 Section "Exterior Plants" for use as mineral mulch.
 - 2. Clean and stack undamaged, whole masonry units on wood pallets.
- E. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
- F. 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.
- G. Asphalt Shingle Roofing: Separate organic and glass-fiber asphalt shingles and felts. Remove and dispose of nails, staples, and accessories.
- H. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
- I. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.
 - 1. Separate suspension system, trim, and other metals from panels and tile and sort with other metals.
- J. Carpet: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.
 - 1. Store clean, dry carpet in a closed container or trailer provided by Carpet Reclamation Agency or carpet recycler.
- K. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.
- L. Plumbing Fixtures: Separate by type and size.

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- M. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
- N. Lighting Fixtures: Separate lamps by type and protect from breakage.
- O. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.
- P. Conduit: Reduce conduit to straight lengths and store by type and size.

1.11 RECYCLING CONSTRUCTION WASTE

A. Packaging:

- 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
- 2. Polystyrene Packaging: Separate and bag materials.
- 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
- 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Site-Clearing Wastes: Chip brush, branches, and trees on-site.

- 1. Comply with requirements in Division 32 Section "Exterior Plants" for use of chipped organic waste as organic mulch.

C. 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.

D. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.

- 1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

1.12 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

- 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
- 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

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- 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: Transport waste materials and dispose of at designated spoil areas on Owner's property.
- E. Disposal: Transport waste materials off Owner's property and legally dispose of them.

- END OF SECTION 01 74 00 -