



EXTERIOR SIGNAGE & WAYFINDING

TCNJ Advertised Bid # AB210016

COVER SHEET

INVITATION TO BID

MILESTONE SCHEDULE

CONSTRUCTION BID PROPOSAL FORM

GENERAL WORK DESCRIPTION

MANDATORY DOCUMENTS

CONTRACT

GENERAL CONDITIONS

March 7, 2021



Please place the following advertisement in the Legal Section of Classified Advertising. Please ensure that the invoice for this advertisement is prepared and an affidavit forwarded to The College of New Jersey, Office of Finance and Business Services, Administrative Services Building, Room 201, P.O. Box 7718, Ewing, NJ 08628-0718.

To be published on **March 7, 2021**. Contact person regarding placement of ad is Anup Kapur (609) 771-2859.

**THE COLLEGE OF NEW JERSEY
ADVERTISEMENT FOR BIDS
BID #AB210016**

Under the provisions of the State College Contracts Law, Chapter 64 of Title 18-A, The College of New Jersey will receive sealed bids for the **Exterior Signage and Wayfinding-Final Phase Project** until **2:00 P.M. on the 26th day of March, 2021** at The College's Office of Finance and Business Services, Administrative Services Building, Second Floor, Room 201, Route 31 (Pennington Road), Ewing Township, New Jersey. At 2:00 P.M. all bids will be publicly opened and read in Room 203 of the Administrative Services Building.

The project will be bid as a Single Lump Sum.

No bidder may submit more than one bid.

Bid Documents may be obtained on/after **March 7, 2021 via our website** (<https://bids.tcnj.edu/home/construction-projects/>).

A **strongly encouraged pre-bid conference/on-site inspection** is scheduled on **March 11, 2021 at 10:00 A.M.** in Room 203 of the Administrative Services Building, located on The College's Ewing Township, New Jersey campus on Route 31 (Pennington Road).

Bidders are required to comply with the requirements of P.L. 1975 c. 127 (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 - Affirmative Action); the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.; N.J.S.A. 52:25-24.2, "Statement of Ownership Disclosure"; the Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48 et seq.); the New Jersey Business Registration of Public Contractors provisions (N.J.S.A. 52:32-44); Executive Order 117 and P.L. 2005 Chapter 51 (N.J.S.A. 19:44a-1 et seq.) and all amendments thereto

A bid bond is required in the amount of 10% of the total bid. Bid bond shall consist of a certified check or cashiers check to the order of The College of New Jersey, or an individual or annual bid bond issued by an insurance company or surety company authorized to do business in the State of New Jersey. The successful Bidder(s) is required to provide a Performance and Payment Bond equal to 100% of the contract. A Surety Disclosure Statement and Certification form must accompany the performance bond.

The College will award the contract to the lowest responsible bidder who satisfies the qualification criteria as set forth in the contract documents.

The College of New Jersey reserves the right to reject all bids or to waive any minor informalities in the bidding in accordance with law. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of The College of New Jersey.



Exterior Signage and Wayfinding – Final Phase

Milestone Schedule

Date: March 2, 2021

Advertised for bidding	March 7, 2021
Pre-Bid Meeting (10:00am)	March 11, 2021
Cut off for questions	March 15, 2021
Addendum issued	March 18, 2021
Bids Received (before 2:00pm)	March 26, 2021
Notice of Intent to Award issued	March 30, 2021
End of Protest period	April 9, 2021
Notice to proceed issued by	April 13, 2021
Shop Drawings due to Designer/ TCNJ	May 17, 2021
Designer Review & revision updates issued by	June 1, 2021
Sign fabrications finished by	August 1, 2021
On-site sign installations to start by	July 1, 2021
Complete on-site installations by	August 31, 2021
Complete punch list by	September 30, 2021
Contract Closed out by	October 31, 2021

**THE COLLEGE OF NEW JERSEY
Construction Bid Proposal Form**

**Office of Finance & Business Services
Administrative Services Building, Rm. 201
2000 Pennington Road
Ewing, New Jersey 08628-0718**

**Bid Number: AB210016
Bid Due Date: March 26, 2021**

Project Name: Exterior Signage and Wayfinding – Final Phase

BIDDER INFORMATION

Firm Name:

Telephone Number:

Contact Person:

Fax Number:

Address:

Email Address:

Federal I.D. Number:

SOLICITATION OF CONSTRUCTION BIDS

- 1. Bid proposals are solicited as follows:**
 - A. Single Bid (Lump Sum) which combines all trades.**
 - (1) The total number and types of trades are set forth in the Specifications.**
 - (2) Bidder enters the Bid Price on the line provided.**
 - (3) Pursuant to the requirements of N.J.S.A. 18A:64-76.1., bidder lists the names of the subcontractors on the Subcontractor Information page.**
- 2. The scope of work includes manufacture and installation of signs throughout the campus.**
 - A. See Specifications and Drawings for Details (included in RFP package).**
 - B. The College may issue Addenda or Clarifications which may include additions to or deletions from the scope of work; changes to the Specifications, Drawings, and proposal form; and clarifications of requirements. Bidder is advised to review all Addenda and/or clarifications carefully, and shall note the receipt of same with their bid package.**

GENERAL INSTRUCTIONS AND REQUIREMENTS

1. PRICES

- A. Bidder submits prices for the Base Bid and any Alternate Proposals and Unit Prices which are listed for the contract of the bid. If there is no cost associated with the Alternate or Unit Price, bidder is required to enter "0.00" or "no change".
- B. Prevailing wage rates apply (Mercer County).
- C. Bid is to remain good for sixty (60) days after the Bid Due Date.

2. BOND REQUIREMENTS AND SURETY STANDARDS

- A. Bidder must submit with its bid a Certified Check in the amount of ten percent (10%) of the total bid, or a Bid Bond in the amount of ten percent (10%) of the total bid.
- B. The successful bidder must submit a Performance and Payment Bond equal to 100% of the contract. A completed Surety Disclosure Statement and Certification must accompany the Performance and Payment Bond.
 - (1) The Performance and Payment Bond form and a sample Surety Disclosure Statement and Certification form are included at the end of this Construction Bid Proposal Form.
- C. All bid deposits shall be returned within three (3) days, Sunday and holidays excepted, after the awarding of the contract and the approval of the successful bidder's performance bond, if any, the bid guaranty of the remaining bidders shall be returned to them.
- D. Should the successful bidder fail to enter into said contract after acceptance of bid by the College, then the check or security deposited by that bidder shall, at the option of the College, be retained as liquidated damages, or if Bid Bond has been supplied, principal and surety shall be liable to the amount of the Bid Bond.
- E. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified copy of their Power of Attorney to sign said bonds.

3. LICENSES, CERTIFICATIONS, REGISTRATIONS, QUALIFICATIONS

- A. The bidder or, as applicable, its subcontractors shall at the time of bid have those required licenses, certifications, registrations, qualifications and the like ("LCRQ") listed below and shall present satisfactory evidence thereof upon request of the College prior to the notice of intent to award.
- B. The selected bidder/contractor or, as applicable, its subcontractors shall have and shall present satisfactory evidence of all other required LCRQ noted in the Specifications after execution of contract during the submittal process and prior to the start of the applicable work, unless otherwise requested by the College or a date or event specified for that LCRQ in the Specifications.

4. SUBCONTRACTORS

- A. Pursuant to New Jersey State Law (N.J.S.A. 18A-76.1), a Single Bid (Lump Sum) bidder discloses its subcontractors to whom the bidder intends to subcontract the work. The Subcontractor Information sheet is provided for this purpose.

5. Under Executive Order 34, the College is responsible for soliciting demographic information from its vendors. The College is required to seek the following information from each firm under contract with the College:

1. Is more than fifty percent (50%) of your company minority owned? (circle one) YES NO
(African-American, Hispanic, Asian, and/or Native American)
2. Is more than fifty percent (50%) of your company woman owned? (circle one) YES NO
3. What is the ethnicity of the owner of your company: (check applicable according to 51% ownership)

- ☐ Asian American
- ☐ Multiple Ethnicities
- ☐ Non-Minority
- ☐ Hispanic American
- ☐ African American
- ☐ Caucasian American Female
- ☐ Native American
- ☐ Unspecified

The College is required to solicit the foregoing information. Your response, however, is **strictly voluntary**. Please be advised that any contracting decisions made by the College will **not** be influenced in any way by your decision to provide the above information.

EXECUTIVE ORDER #34: MINORITY AND WOMEN BUSINESS ENTERPRISES

On September 15, 2006, Governor Corzine signed Executive Order 34 establishing a Division of Minority and Women Business Development. The Division is charged with administering and monitoring policies, practices, and programs to ensure that minority and women business enterprises (MWBE) are afforded an equal opportunity to participate in New Jersey's purchasing and procurement processes.

State entities are required to report to the Division the ethnic and gender composition of the vendors with which those state entities do business.

6. Bidder completes Statement of Ownership Disclosure form and the Non-Collusion Affidavit form.
7. ~~Bidders are required to be registered with the New Jersey Department of Property Management and Construction (DPMC) and possess a DPMC C008 classification at the time of bid submission.~~
8. **SET ASIDE PROGRAM FOR SMALL BUSINESS ENTERPRISE (SBE) – CONSTRUCTION**

In accordance to N.J.A.C., 17:14-1.2 et seq. and Executive Order 71, signed by Governor James E. McGreevey in 2003, the College requires bidders to make a good faith effort to provide opportunities for Small Business Enterprises (SBE) to participate in the performance of this contract as subcontractors consistent with the overall goals established for construction services by the New Jersey Commerce and Economic Growth Commission (NJ Commerce).

SBE subcontracting goals are not applicable if the bidder is currently registered with NJ Commerce as an SBE firm.

9. PREVAILING WAGE AND PUBLIC WORKS CONTRACTOR REGISTRATION ACTS

- The work described in this project is subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq.
- The Public Works Contractor Registration Act requires the bidder and any subcontractors listed in the bid to be registered with the New Jersey Department of Labor and Workforce Development at the time the bid is submitted. The contractor must submit registration certificates for all listed subcontractors prior to award of the contract.
- The Contractor must comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 through 56.47. 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. As required by N.J.S.A. 34:11-56.27 and 56.28, this contract cannot become effective until the College obtains from the New Jersey Department of Labor and Workforce Development a determination of the prevailing wage rates applicable to the project as of the contract award date and attaches a copy to the contract. As required by N.J.S.A. 34:11-56.27, the Contractor or any subcontractor may be terminated if any covered worker is not paid prevailing wages on the project, and the Contractor and its surety shall be liable for any additional costs which result. The Contractor and its subcontractors must be registered with the New Jersey Department of Labor and Workforce Development (N.J.S.A. 34:11-56.51 et seq.), and the prevailing wage rates must be posted at the job site (N.J.S.A. 34:11-56.32). The Contractor and its subcontractors must prepare accurate certified records of wages paid for each worker on the project (N.J.S.A. 34:11-56.29), and copies for the period covered by each invoice must be attached to the invoice submitted under the contract. In accordance with N.J.S.A. 34:11-56.33, the Contractor's final invoice must include a statement of all amounts still then due to workers on the project. The Contractor is also cautioned that it must use job titles and worker classifications consistent with those approved by the Department of Labor and Workforce development, and that, if it intends to pay apprentice rates, it must comply with the Department of Labor and Workforce Development regulations at N.J.A.C. 12:60.
- Please refer to http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html for official wage rate determinations for Mercer County, NJ.

10. NEW JERSEY EQUAL PAY ACT

On April 24, 2018, Governor Phil Murphy signed into law New Jersey's Diane B. Allen Equal Pay Act (P.L. 2018, c. 9). The law provides in pertinent part that as of July 1, 2018, any employer entering into a contract with the State of New Jersey or an instrumentality of the State for "qualifying services" or "public works" must provide to the Department of Labor and Workforce Development – upon commencement of the contract – wage and demographic data for all employees who are employed in connection with the contract (for public works) and for all employees (for qualifying services). This requirement DOES NOT apply to employers who are contracting with local governments (for example: municipalities and counties). The report must contain the gender, race, ethnicity, job category, compensation, and number of hours worked by each employee.

The extent of the Department of Labor and Workforce Development's responsibilities under the Equal Pay Act is the collection of data regarding compensation, hours worked, job/occupational category, job title, gender, race, and ethnicity for State contractors and making that data available to the Division on Civil Rights (DCR), within the Department of Law and Public Safety, and upon request to certain individuals. Complaints of unlawful discrimination under the Equal Pay Act should be directed to the DCR, as should any questions regarding the filing of such a complaint.

The Department of Labor and Workforce Development has issued two forms, as required by the law, to be completed by employers. The forms should be used to report the employee's wage and demographic data and can be found on the LWD website (<http://www.nj.gov/labor/equalpayact>). **A completed copy of the forms is not required at time of bid; however, it will be required of the bidder who receives the notice to proceed from the College. Completed forms should be emailed to: equalpayact@dol.nj.gov**

11. In order for your proposal to be accepted and deemed valid, your company/firm will be required to comply with the requirements of N.J.S.A. 19:44A-1 et seq/P.L. 2005 Ch. 51 ("Chapter 51") and Executive Order 117. Enclosed are the requirements of Chapter 51 and Executive Order 117, the forms for Certification and Disclosure. The contract that will be generated based on this bid proposal cannot be awarded without approval of the Certification and Disclosure forms by the State of New Jersey, Department of Treasury. **A completed copy of your Certification form is not required at time of bid; however, it will be required from the bidder who receives the notice of intent to award from the College prior to the execution of the contract.**
12. Pursuant to N.J.S.A. 52:32-44, The College of New Jersey ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

- 13. Record Retention:** Pursuant to N.J.A.C. 17:44-2.2, the vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- 14. Energy Star energy efficient products:** Under Executive Order #11 (Corzine), the College is required to select ENERGY STAR energy-efficient products when acquiring new energy-using products or replacing existing equipment. For products that do not have ENERGY STAR labels, vendors shall follow guidelines established by the New Jersey Clean Energy Program.

15. QUESTIONS

- A. Direct inquiries and correspondence relating to this proposal form and questions regarding the technical specifications and requests for clarification must be submitted in writing via fax to **609-637-5140** or email to **kapura@tcnj.edu** and must be received **prior to 4:00 pm, on March 15, 2021.**
- B. Should any questions be received, a notice will be placed in the newspaper and the addendum or clarification will be available on **March 18, 2021 on the Colleges website at <https://bids.tcnj.edu/>. If an addendum and/or clarification is posted, it SHOULD be noted in the General Agreement section of the bidder's proposal. Failure to do so may subject Bidder to disqualification.**

16. HOW TO SUBMIT THE COMPLETED CONSTRUCTION BID PROPOSAL FORM

- A. Bidder places all pages of the completed form and the requisite additional documents in an envelope, seals the envelope, and labels it with his/her firm name, address, and "Sealed Bid Enclosed for (**Bid Number and Project Name**)".
 - B. Bidder mails or deliver by hand the sealed bid, no later than **2:00 p.m., March 26, 2021**, to The College of New Jersey, Attention: Anup Kapur for (specify the Bid Number), Office of Finance & Business Services, Room 201, 2000 Pennington Road, Ewing, New Jersey 08628-0718. **At 2:00 p.m., all bids will be publicly opened and read in Room 203 of the Administrative Services Building.**
 - C. Contractors are advised that the U.S. Postal Service and all express mail companies deliver to The College's Mail Room or Receiving Department, not directly to the Office of Budget & Finance. The College is not responsible for lost or misdirected bids.
- 17.** Any bid not prepared and submitted in accordance with the provisions described herein may be rejected by the College. Any bid received after the time and date specified will not be considered. No bidder shall withdraw a bid within sixty (60) days after the date of the bid opening. Contracts shall be awarded to the lowest responsible bidder whose bid, conforming to the invitation for bids, will be the most advantageous to the State college
- 18.** Any bidder who has defaulted on any contract with the College or any other State Agency may be considered as not responsible and their bid may be rejected. THE COLLEGE OF NEW JERSEY reserves the right to exercise this option, as the College deems proper and/or necessary in accordance with applicable law.
- 19.** Bids shall include all costs of any nature necessary to complete the project in the manner and within the time required by the contract.
- 20.** The College reserves the right to require bidders to provide a schedule of values of their lump sum bid price upon request.

21. The College is exempt from all taxes including Federal Excise Tax, Transportation Taxes, State Excise, Sales Tax and local taxes. Rentals of equipment for 28 days or less is not exempt from any tax under the State sales tax act.
22. Before submitting his bid, the bidder shall be familiar with the Drawings, Specifications, and other Documents that will form part of the contract and shall have visited the site of the project to confirm for themselves the character and amount of work involved.
23. No bidder shall be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. This may be cause for automatic rejection of bid.
24. It is understood and agreed that all prices quoted are firm and not subject to any increase during the life of the contract.
25. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the College's decision shall be final and conclusive.
26. Should the bidder discover discrepancies in this Request for Bids, the matter shall be at once brought to the attention of the College, and the discrepancies corrected by written agreement before submission of bid. The correction will be issued by addendum.

27. ACCEPTANCE/REJECTION OF BIDS

- A. THE COLLEGE OF NEW JERSEY, pursuant to State College Contract Law, Contracts shall be awarded to the lowest responsible bidder whose bid, conforming to the invitation for bids, will be the most advantageous to the State college.
- B. The bid is irrevocable by the bidder or the bidder's representatives. The bid, and any award made to the bidder by the College, shall bind the bidder and the bidder's heirs, executors, administrators, successors or assigns.
- C. Award of contract shall be made to the lowest responsible bidder, whose bid, conforming to the invitation for bids, is the most advantageous to the College.
- D. The award of the contract or the rejection of the bids shall be made within sixty (60) days of the date of receiving bids, unless written extensions are requested by the College and accepted by the bidder(s). All bid securities shall be returned immediately if all bids are rejected. The successful bidder(s) to whom the award is to be made will be notified by receipt of a written "Intent to Award" from the College.
- E. When award of contract is made in one fiscal year with effective date in the next fiscal year, award shall be contingent upon the availability and appropriation of sufficient funds for that purpose for the year in which said contract takes effect. When a contract shall be awarded for a period in excess of one year, said contract shall be contingent upon the annual availability and appropriation of sufficient funds for that purpose for each year of the contract term.

28. WITHDRAWAL OF BIDS

- A. A written request for the withdrawal of a bid, or any part thereof, will be granted if the request is received by the College prior to the specified time of the bid opening.
- B. Should the bidder refuse to perform the work for the price provided, they will forfeit their bid security and will be held liable for the difference between their low bid and the next highest/responsive bidder.

29. OSHA COMPLIANCE:

- A. The Contractor shall guarantee that all materials, supplies and equipment to be provided under his contract shall meet all applicable requirements, Specifications and standards of the Federal Occupational Safety and Health Act (OSHA) of 1970 as amended to date of acceptance by the College, and shall also apply to Contractors Construction procedures.

30. APPLICABLE LAWS:

- A. The following list of statutes and regulations, which may be applicable in whole or in part, is provided for the benefit of the Contractor and is not meant to be all-inclusive. In the event that other laws are applicable, it shall be the responsibility and obligation of the Contractor to ascertain and comply with them.

- (1) New Jersey Statutes and Regulations

- N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27-1 *et seq.*, Affirmative Action

- Prevailing Wage Act, N.J.S.A. 34:11-56.25 *et seq.*

- N.J.S.A. 52:32-44, Business Registration Certificate

- N.J.S.A. 34:11-56.48 *et seq.*, Public Works Contractor Registration Act

- (2) Federal Statutes

- Immigration Control and Reform Act (1986) – 8 U.S.C.A. Section 1324(a) *et seq.*

- Civil Rights Act of 1964 – 42 U.S.C.A. Section 1971 *et seq.*

- The Americans with Disabilities Act of 1990

31. EXAMINATION OF SITE, DRAWINGS AND SPECIFICATIONS

- A. Each Bidder shall visit the site of the proposed work and fully acquaint themselves with the conditions as they exist so that they may fully understand the facilities, difficulties, and restrictions attending the execution of the work under this Contract.
- B. Bidders shall also thoroughly examine and be familiar with the Drawings and Specifications. The failure to receive or examine any form, instrument or document, or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from obligation with respect to his bid. By submitting a bid, the bidder agrees and warrants that he has examined the site, the Drawings and Specifications and, that the Specifications and Drawings are

adequate and the required result can be produced under the Drawings and Specifications. No claim for any extra will be allowed because of alleged impossibilities in the productions of the results specified or because of unintentional errors or conflicts in the Drawings and Specifications. No change orders will be issued for items, materials or issues that existed on or with respect to the site prior to bidding.

32. DRAWINGS AND SPECIFICATIONS

- A.** The project shall be performed in accordance with the requirements of the Drawings and Specifications, subject to modification as provided in General Conditions. The Drawings and Specifications are intended to complement and supplement each other.
- B.** Any work required by either of them and not by the other shall be performed as if denoted in both. Should any work be required which is not also denoted in the Specifications or on the Drawings because of an obvious omission, but which is, nevertheless, necessary for the proper performance of the project, such work shall be performed as fully as if it were described and delineated.

33. FORM OF AGREEMENT

- A.** Every successful bidder shall be required to sign the standard form contract, a copy of which is attached. Any proposed language or form changes which in any way modifies the contractor's responsibilities as set forth in the Contract Documents will not be acceptable and will be deemed to constitute a bid exception.

34. MULTIPLE BIDS NOT ALLOWED:

- A.** No bidder is allowed to submit more than one bid from an individual, firm, partnership, corporation or association under the same or different name. This will be cause for automatic rejection of each bid.

35. SUBSTITUTIONS:

- A.** The bidder may include in their bid substitute materials or equipment or methods in lieu of those specified in the contract documents, but they do so at their own risk. Any substitution must be equivalent in type, function and quality to the item required in the contract. The successful bidder must submit all information required within 20 days of contract award to determine if the proposed substitute is equal to the contract requirements, and any substitution must be approved by the architect and the College.
- B.** The College shall have complete discretion to decide whether it will accept any substitution. No substitution shall result in any increase in the contract price or times. The successful bidder in its application for the substitution must certify in writing that the substitution is equal to what is specified in the contract documents in all material respects and will not increase the time or price of the contract work.

- C. Should the substitution be rejected, the contractor will then be required to provide the specified product, material or method at no additional cost to the College and no change in the project schedule.

36. DOCUMENTS/SUBMISSIONS THAT MUST BE PROVIDED BEFORE CONTRACT AWARD:

- **AFFIRMATIVE ACTION:** The bidder is required to complete and submit a copy of Initial Project Workforce Report (AA-201) to the College and the Division of Public Contracts Equal Employment Opportunity Compliance verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. The bidder also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to The College and the Division.
- **CERTIFICATE OF INSURANCE:** The bidder is required to submit proof of liability insurance in accordance with The College's contract.
- **PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATES**
- **P.L. 2005, Chapter 51 / Executive Order 117 - Contractor Certification and Disclosure of Political Contributions:**

In order for your proposal to be accepted and deemed valid, your company/firm will be required to comply with the requirements of Chapter 51 and Executive Order 117. Enclosed are the requirements of Ch. 51 and EO 117, the forms for Certification and Disclosure. The contract that will be generated based on this bid cannot be awarded without approval of the Certification and Disclosure forms by the State of New Jersey, Department of Treasury.

- **New Jersey Business Registration Certificate**
- All applicable licenses, certificates, and requirements specified in the scope of work, contract documents and specifications.

The following Bidder's Checklist is provided as an aid to the bidder. It does not in any way relieve the bidder of its responsibility to insure that its bid proposal is complete.

- a. _____ Bidder has completed the Bidder Information section and General Agreement section and filled out the receipt of addendum and clarifications.
- b. _____ Bidder has completed the form of proposal and indicated base bid for either Separate Bid or Single Bid (Lump Sum all trades), prices for Alternate Proposals, and Unit Prices.
- c. _____ Bidder for Single Bid (Lump Sum) has listed and has disclosed the subcontractors on the Subcontractor Information form.
- d. _____ Bidder has enclosed a certified check or bid bond for ten percent (10%) of the amount of the bid.
- e. _____ Bidder has completed and enclosed the Non-Collusion Affidavit.
- f. _____ Bidder and each disclosed subcontractor has enclosed a copy of its **registration certificate** in accordance with the requirement of the Public Works Contractor Registration Act. (NJ Dept. of Labor and Workforce Development). **A completed copy of your Certification form is not required at time of bid; however, will be required from the bidder who receives the intent to award from the College.**
- g. _____ Bidder has acknowledged the **Affirmative Action Language** in accordance with the requirements P.L. 1975 C.127. (NJAC 17:27).
- h. _____ Bidder has enclosed its MWBE information.
- i. _____ Bidder has enclosed its Electrical and Plumbing License and any other licenses, certifications, certifications, and qualifications.
- j. _____ Bidder has enclosed its Vendor Qualification Statement
- k. ~~_____ Bidder has included a copy of its latest Experience Modification Rating (EMR Safety Rating). The College requires an average rating over the last 5 years of 1.25 or less.~~
- l. ~~_____ Bidder has included a copy of its DPMC Notice of Classification and Total Amount of Uncompleted Contracts.~~
- m. _____ Bidder has enclosed a copy of its Chapter 51 & EO117 Certification form. **A completed copy of your Certification form is not required at time of bid; however, will be required from the bidder who receives the intent to award from the College.**
- n. _____ Bidder has enclosed a copy of its New Jersey Business Registration Certificate in accordance with the requirements of the New Jersey Division of Revenue. **A completed copy of your Certificate is not required at time of bid; however, will be required from the bidder who receives the intent to award from the College.**
- o. _____ **Statement of Corporate Ownership (N.J.S.A. 52:25-24.2).**

p. _____ **Disclosure of Investment Activities in Iran (N.J.S.A. 52:32-58).**

GENERAL AGREEMENT

1. 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 the availability of materials and labor, the undersigned hereby proposes to furnish all labor, 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 covers all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.
2. Bidder acknowledges receipt of the following Addendums/Clarifications:

Addendum Number _____ Date _____ Addendum Number _____ Date _____
Addendum Number _____ Date _____ Addendum Number _____ Date _____
Addendum Number _____ Date _____ Addendum Number _____ Date _____
3. Bidder acknowledges and affirms that he/she has personal knowledge of or has obtained and reviewed a copy of the valid prevailing wage rates at the time of the bid and for the duration of the contract for all trades involved in the project for the geographical location of the project as issued by the Commissioner of the Department of Labor & Workforce Development, Trenton, NJ 08625 (609) 292-2259 or visiting the Department of Labor website at (http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html).
4. Bidder agrees that its price is good and the bid shall not be withdrawn for a period of 60 calendar days after the scheduled Bid Due Date and Time.
5. Upon conclusion of the 5 business day protest period, Bidder will execute the formal contract within 5 business days and deliver as required in the General Conditions: a Performance and Payment Bond; Surety Disclosure and Certification Statement; and certificates of insurance for general liability, automobile and worker's compensation.
6. Bidder acknowledges work to commence on site not later than ten (10) calendar days after receipt of a Notice to Proceed.

(Seal if bid is by Corporation)

Respectfully submitted,

(Signature of Principal)

(Printed Name of Principal)

(Title of Principal)

**PRICES FOR SINGLE BID (LUMP SUM): Base Bid, Alternate Proposals, and Unit
Prices
FORM OF PROPOSAL**

To: **The College of New Jersey**

for: Final Phase of Exterior Signage and Wayfinding

Date _____

A. BID:

1. **Base:** We, _____, the Undersigned, in accordance with the published advertisement inviting proposals, will furnish all labor, material, equipment and services necessary for the complete construction, as defined in the advertisement, specimen contract, specifications, addendums/clarifications/bulletins, drawings, and proposal, for the Contract amount indicated below for the **above noted project** in strict accordance with the Contract Documents and Addenda thereto for the total sum of:

_____ Dollars \$ _____
(words)

General Construction (Single overall Prime Contract)

2. **Add Alternate**

Alternate No. 1 – Add:

Add signs ST35-EXT-346, ST13-EXT-347, ST30-EXT-348, ST39-EXT-349 and ST35-EXT-351.

(See drawings for complete description)

_____ Dollars \$ _____
(words)

Alternate No. 2 – Add:

Add signs ST21-EXT-283, ST21-EXT-300, ST21-EXT-305, ST21-EXT-309, ST21a-EXT-341, ST21-EXT-342, ST21a-EXT-352, ST21a-EXT-372. (See drawings for complete description)

_____ Dollars \$ _____
(words)

Alternate No. 3 – Add:

Add signs ST30-EXT-0, ST35-EXT-1, ST35-EXT-2. (See drawings for complete description)

_____ Dollars \$ _____

(words)

Note: Failure to provide Add Alternate may result in rejection of bid.

3. CHECK LIST FOR BIDDERS:

A check list has been provided in these specifications for the use in completing this proposal. Bidders are encouraged to reference said list to minimize the opportunity for errors by the bidder.

- B. UNIT PRICES: We, the Undersigned, agree, if awarded the Contract to perform additional work or delete work at the Unit Prices set forth below or at a negotiated unit price (Unit Prices are for work that is in addition to or is deleted from the base bid work):

No Unit Prices are requested for this bid.

- C. AGREEMENT: We, the Undersigned, agree, if awarded the Contract, to execute an agreement for the above stated work and compensation on the Standard Form of Agreement Between Owner and Contractor.

- D. SURETY: We, the Undersigned, agree, if awarded the Contract, to execute and deliver to the Owner, prior to the signing of the Contract, the Performance and Payment Bonds as required.

- Contractor shall provide a Maintenance Bond at job completion for a period of one year for 100% of the final contract price.

- E. BID SECURITY: The attached bid security is to become the Property of the Owner in the event that the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense (including the difference between the price provided with said bond and the next lowest responsive bidder) to the Owner caused thereby.

Certified Check	\$ _____
Bid Bond	\$ _____

F. STATEMENT:

1. We, the Undersigned, acting through its authorized officers and intending to be legally bound, agree that this bid proposal shall constitute an offer by the Undersigned to enter into a Contract with the acts and things therein provided, which offer shall be irrevocable for sixty (60) calendar days from the date of opening hereof and that the Owner may accept this offer at any time during said period by notifying the Undersigned of the acceptance of said offer.

2. We, the Undersigned, acknowledge receipt of the following Addenda/Clarifications:

Addenda Number	Dated
_____	_____
_____	_____
_____	_____

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates, and hours of labor set forth in the Contract Documents.

Dated _____

Firm Name _____ Phone Number: _____

Address _____

****If a corporation, give the State of Incorporation, using the phrase:**

"A corporation organized under the laws of _____."

If a partnership, give names of the partners, using also the phrase:

"Co-partners trading and doing business under the firm name and style of

_____.

If an individual using a trade name, give individual name, also using the phrase:

"An individual doing business under the firm name and style of _____.

Dated: _____

STATE OF _____ SS.

COUNTY OF _____

_____ being duly sworn say that the several matters stated in this proposal are in all respects true, and that no member of the State or employee of the College are interested in any way in this proposal.

Sworn and subscribed before me

Bidder signs above line

this _____ day of _____ 20____

Print Name

and

Title

SUBCONTRACTOR INFORMATION FOR SINGLE BID (LUMP SUM)

Pursuant to the State Colleges Contract Law, N.J.S.A. 18A:64-76.1, all bids submitted shall set forth the names and license numbers of all subcontractors to whom the bidder intends to subcontract the plumbing and gas fitting work; the refrigeration, the heating and ventilating systems and equipment; the electrical work, including any electrical power plants; tele-data, fire alarm, or security systems; the structural steel and ornamental iron work (individually, the "Trade" or collectively, the "Trades").

For each Trade listed below for which the work will be completed by a subcontractor you must list for each such subcontractor at a minimum the name and, where applicable, license number (or in lieu thereof enclose a copy of the license with this form) and preferably you will also list the subcontractor's address, telephone number, and fax number. If the work will be self-performed by the bidder, you may indicate that by inserting the name of the bidder (next to "Name"). If work by that Trade is not required per the scope of work of the project, you may indicate that by inserting "Not required" (next to "Name"). If the name of a subcontractor is not provided on this form for any one or more of the Trades, the bidder, in submitting its bid, certifies that, for such Trades, either the work will be self-performed by the bidder, or the work is not required per the scope of work.

Failure to complete this form as required may result in your bid being disqualified.

Plumbing and Gas Fitting Work

List information for Subcontractor, if any:

Name: _____
License Number: _____
Address: _____

Telephone: _____
Fax: _____

Refrigeration, Heating and Ventilating Systems and Equipment

List information for Subcontractor, if any:

Name: _____
License Number: _____
Address: _____

Telephone: _____
Fax: _____

Electrical Work, including any Electrical Power Plants, Tele-data, Fire Alarm, or Security Systems

List information for Subcontractor, if any:

Name: _____
License Number: _____
Address: _____

Telephone: _____
Fax: _____

Structural Steel Work and Ornamental Iron Work

List information for Subcontractor, if any:

Name: _____
License Number: _____
Address: _____

Telephone: _____
Fax: _____

Bidder Name

By: _____
Signature

Printed Name of Signing Individual

Date

SMALL BUSINESS, MINORITY AND/OR FEMALE-OWNED BUSINESS REPORTING

1. Contractor and sub-contractors are requested to check all of the following that apply to their company and, if applicable, submit a copy of their certificate(s):

A. My company is certified by the NJ Department of Treasury, Division of Revenue as a:

_____ small business _____ minority-owned business _____ female-owned business

B. My company is certified by the NJ Department of Transportation as a:

_____ small business _____ minority-owned business _____ female-owned business

C. My company is a _____ small business _____ minority-owned or _____ female-owned but is not certified by either NJ Department.

C. _____ My company is not a small business, minority-owned or female-owned.

Signed

Date



PERFORMANCE BOND & PAYMENT BOND

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 The College of New Jersey in the Penal Sum of
_____ DOLLARS, for 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 The College of
New Jersey for _____ which said contract is made a part of
this bond as set forth herein;

NOW, if the said _____ shall well and faithfully
do and perform the things agreed by _____ to be done and performed according to the terms
of the said contract; shall pay all lawful claims of sub-contractors, materialmen, laborers, persons, forms of other
suppliers or teams. fuel, oils, implements or machinery furnished, used or consumed in the carrying forward,
performing, or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit
of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the obligee
herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly
understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the
penal amount of this obligation as herein stated.

The said surety hereby stipulated and agrees that no modifications, omissions, or additions in or to the terms of the
said contract, or in or to the plans and specifications therefore shall in any wise 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 including N.J.S.A.
18A:64-68 and any amendments thereof.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Witness

BY: _____

Witness as to Surety

BY: _____
ATTORNEY-IN-FACT

Countersigned

NOTE: General Power of Attorney and the current

this _____ day of _____, 20 _____

BY: _____

financial statement of the bonding company
must be attached to each copy (a total of three)
of the Performance Bond.

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

_____, surety(ies) on the attached bond, hereby certifies(y) the following:

- (1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ending December 31, _____, (insert most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accountants that shall have certified those amounts):

- (3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each surety that surety's underwriting limitation and the effective date thereof):

- (b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17:18-9 as of date on which such limitation was so established, is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

- (4) The amount of the bond to which this statement and certification is attached is \$_____.

- (5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3) (a) or (3) (b) above, or both, then for each such contract of reinsurance:

- (a) The name and address of each such re-insurer under that contract and the amount of that re-insurer's participation in the contract is as follows:

-
- (b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993, c. 243 (C. 17:51B-1 *et seq.*) and any applicable regulations in effect as of the date on which the bond to which this statement certification is attached shall have been filed with the appropriate public agency.

CERTIFICATION

(to be completed by an authorized certifying agent for each surety on the bond)

I, _____ (name of agent), as _____ (title of agent)

for _____ (name of surety),

a corporation/mutual insurance company/other (indicate type of business organization by circling one) domiciled in _____ (state of domicile), DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOID and I am subject to punishment.

(Signature of certifying agent)

(Printed name of certifying agent)

(Title of certifying agent)

(Date of Certification)



Cloud Gehshan
Design

400 Market Street, Suite 300
Philadelphia, PA 19106

215 829 9414
cloudgehshan.com

TCNJ

THE COLLEGE OF NEW JERSEY

The College of New Jersey

Exterior Signage and Wayfinding

Final Implementation Documentation – Bid Doc

March 11, 2020

1	BASIC STANDARDS Typography, artwork, symbols, color and material specifications	1.1
2	SYSTEM OVERVIEW Sign system overview	2.1
3	SIGN TYPES Sign elevations, construction details, and graphic layouts	3.1
4	SIGN LOCATION PLAN Sign type, number, and location	4.1
5	MESSAGE SCHEDULE Sign type, number, and location	5.1
6	PERFORMANCE SPECIFICATIONS Sign performance, quality assurance and execution requirements	6.1

Section 1 – Basic Standards

THIS DRAWING REPRESENTS DESIGN INTENT ONLY.
FABRICATOR WILL BE RESPONSIBLE TO VERIFY ALL
CONDITIONS IN FIELD PRIOR TO SHOP DRAWINGS

Client/Project		Project No.
The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.11.19		As Noted

Typefaces

F1 - Myriad Pro Regular
F2 - Myriad Pro Regular Italic
F3 - Myriad Pro Semibold

Notes
No substitute typefaces will be accepted.
All type set at optical kerning. See individual drawings for letter spacing.
Typefaces are available from:
www.adobe.com/type, www.myfonts.com
and other font suppliers
For letter spacing direction, follow graphic layouts.

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

F1 – Myriad Pro Regular
Optically kerned

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890 &!?,."

F2 – Myriad Pro Regular Italic
Optically kerned

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890 &!?,."

F3 – Myriad Pro Semibold
Optically kerned

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890 &!?,."

Typefaces

F4 - Myriad Pro Semibold Italic
F5 - Palatino Small Caps

Notes
No substitute typefaces will be accepted.
All type set at optical kerning. See indiviual drawings for letter spacing.
Typefaces are available from:
www.adobe.com/type, www.myfonts.com
and other font suppliers
For letter spacing direction, follow graphic layouts.

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

F4 – Myriad Pro
Semibold Italic
Optically kerned

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890 &!?,."

F5 – Palatino Small Caps
Optically kerned

ABCDEFGHIJKLMNOPQRSTUVWXYZ
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890 &!?,."

Logos

Notes
Art is provided by client as electronic digital files unless otherwise noted.

Client/Project		Project No.
The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.11.19		As Noted

Logos



A1 Logo – Horizontal



A2 Logo – Stacked



A3 Logo – Horizontal

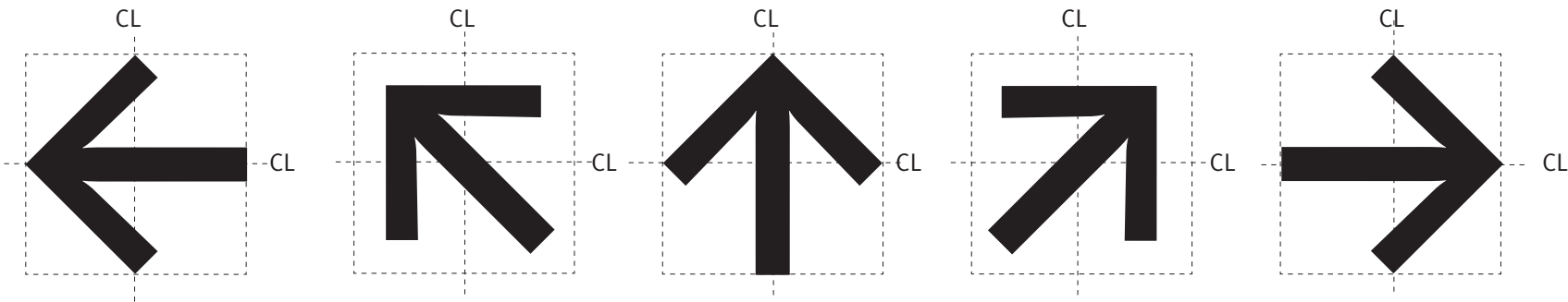


A4 Logo – Vertical (on blue field)

Symbols

Notes
Art is provided by designers as electronic digital files unless otherwise noted.
No substitute arrows, symbols, or artwork will be accepted.

Arrows



S1 Directional Arrow

International Symbols



S2 Parking



S3 Handicapped Accessible



S4 No Smoking



S5 Visitor Booth/ Information

Artwork

CAMPUS MAP

A5 ST21 – Header

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

Paint Matches	Number	Color	Specification – color to match	Fabrication Process
	P1	Very Blue	MP10259, R76338	Matthews Paint, Satin Finish
	P2	Gray	MP29010	Matthews Paint, Satin Finish
	P3	White Spirit	MP32351	Matthews Paint, mask and spray
	P4	Itathaway Gold	BM194	Matthews Paint, mask and spray
	P5	Anole Green	MP13427	Matthews Paint, mask and spray
	P6	Blue Ink	Match P1	Translucent ink silk-screened on retro-reflective vinyl
	P7	Green Ink	Match P5	Translucent ink silk-screened on retro-reflective vinyl
	P8	Black is Black	MP59647	Matthews Paint
	P9	Super Satin Clear	290228SP	2 component 1.24 ready to spray VOC compliant, acrylic polyurethane
	P10	20% tint of Very Blue	MP10259, R76338	Matthews Paint, Satin Finish

Color Schedule

Where two colors are called out, client will determine final selection during shop drawing phase.

- Paints**
- Matthews paint products or equivalent are specified for exterior signage and display hardware and related elements.
 - Gloss finish of paint specified is to be 60 degrees or 29.8 on a 60 degree glossimeter. Refer to performance requirements of exact specifications.
 - All acrylic polyurethane finishes require final clear coat finish – P9

PPG Architectural Finishes, Inc.
888.774.7732
www.ppghpc.com

Matthews Paint Company
800.323.6593
www.matthewspaint.com







3M Commercial Graphics Division
800.328.3908
www.3M.com/us/graphicarts

Avery Graphics
800.443.9380
www.averygraphics.com

Arlon
800.854.0361
www.arlon.com

Client/Project		Project No.
The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.11.19		As Noted

BASIC STANDARDS

Materials to Be Purchased	Number	Color	Specification – color to match	Fabrication Process
	M1	Retroreflective vinyl	3M 3990 – High Intensity Prismatic Sheeting	Vinyl sheet with screened color
	M2	Reflective vinyl	3M 3290 – Engineer Grade Reflective Sheeting	Digitally cut applied vinyl
	M3	Imitation Gold Vinyl	Avery 59 SC 900-253-0	Digitally cut applied vinyl
	M4	CMYK Digital Map	-----	-----
	M5	White	Avery SC900-101-0	Alternative to mask and spray white copy
	M6	Itathaway Gold	Match P4	Translucent ink silk-screened on retro-reflective vinyl

Color Schedule

Where two colors are called out, client will determine final selection during shop drawing phase.

- Paints**
- Matthews paint products or equivalent are specified for exterior signage and display hardware and related elements.
 - Gloss finish of paint specified is to be 60 degrees or 29.8 on a 60 degree glossimeter. Refer to performance requirements of exact specifications.
 - All acrylic polyurethane finishes require final clear coat finish - P9

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Matthews Paint Company
800.323.6593
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3M Commercial Graphics Division
800.328.3908
www.3M.com/us/graphicarts

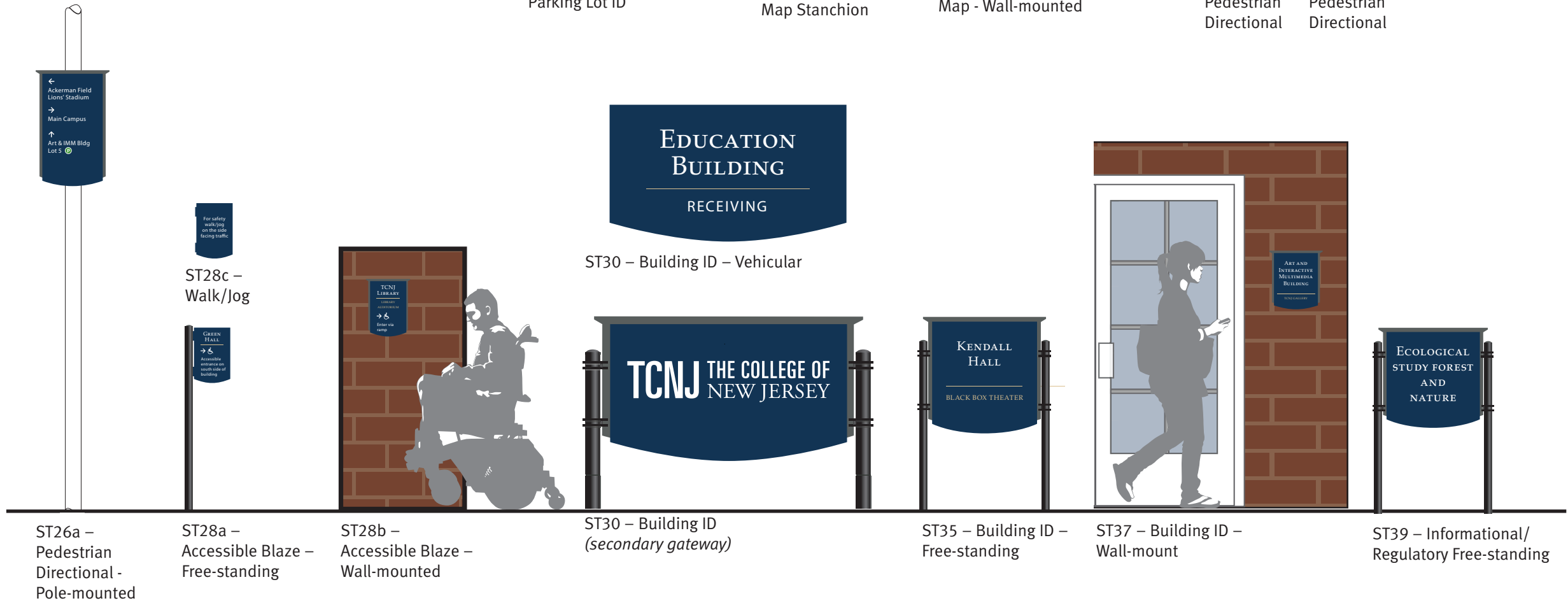
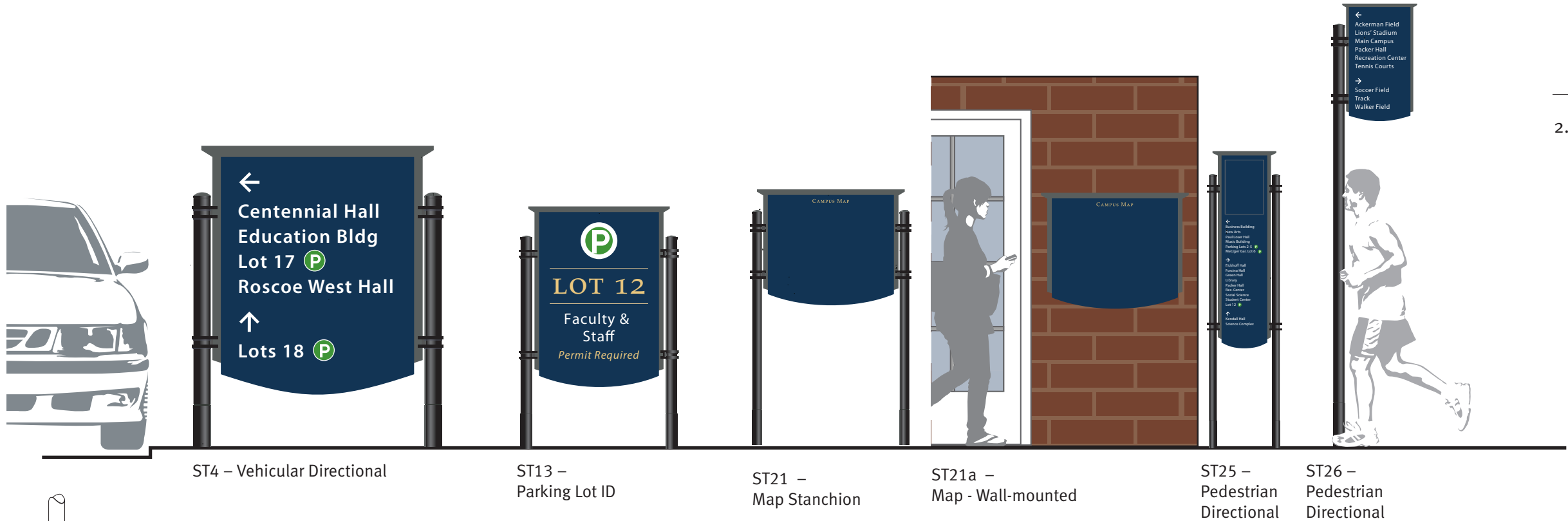
Avery Graphics
800.443.9380
www.averygraphics.com

Arlon
800.854.0361
www.arlon.com

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

Section 2 – System Overview

Client/Project		Project No.
The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.11.19		As Noted



scale: 3/8"=1'-0"

2.2 SYSTEM OVERVIEW

Overview – Current System

THIS DRAWING REPRESENTS DESIGN INTENT ONLY.
FABRICATOR WILL BE RESPONSIBLE TO VERIFY ALL
CONDITIONS IN FIELD PRIOR TO SHOP DRAWINGS

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

Section 3 – Sign Types

Client/Project		Project No.
The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.02.19		As Noted

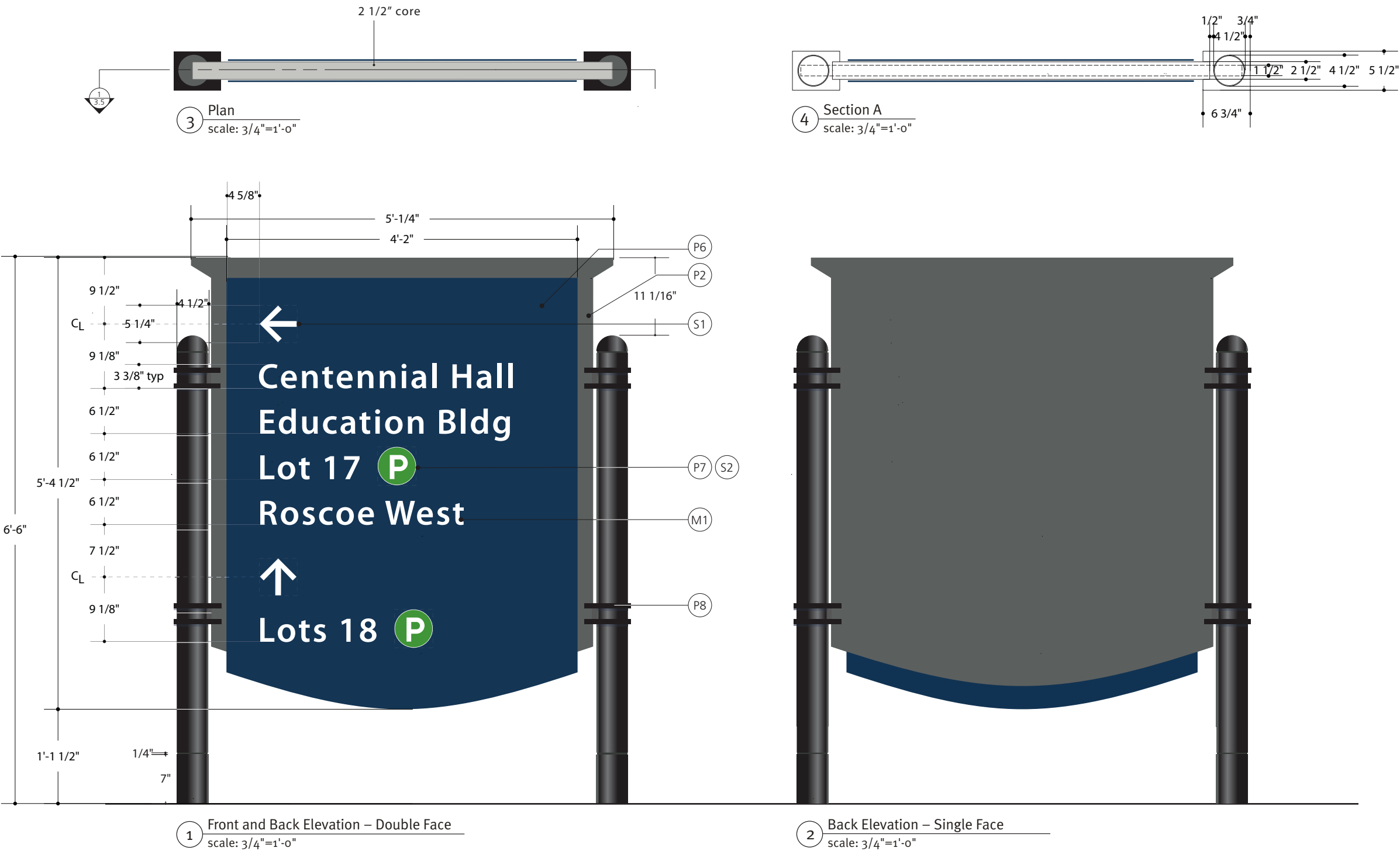
ST4 – Vehicular Directional – Single- and double-faced

3.2

SIGN TYPES

ST4 – Vehicular Directional

Note: Front, back, and edges of all components to be painted and clear coated.



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Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

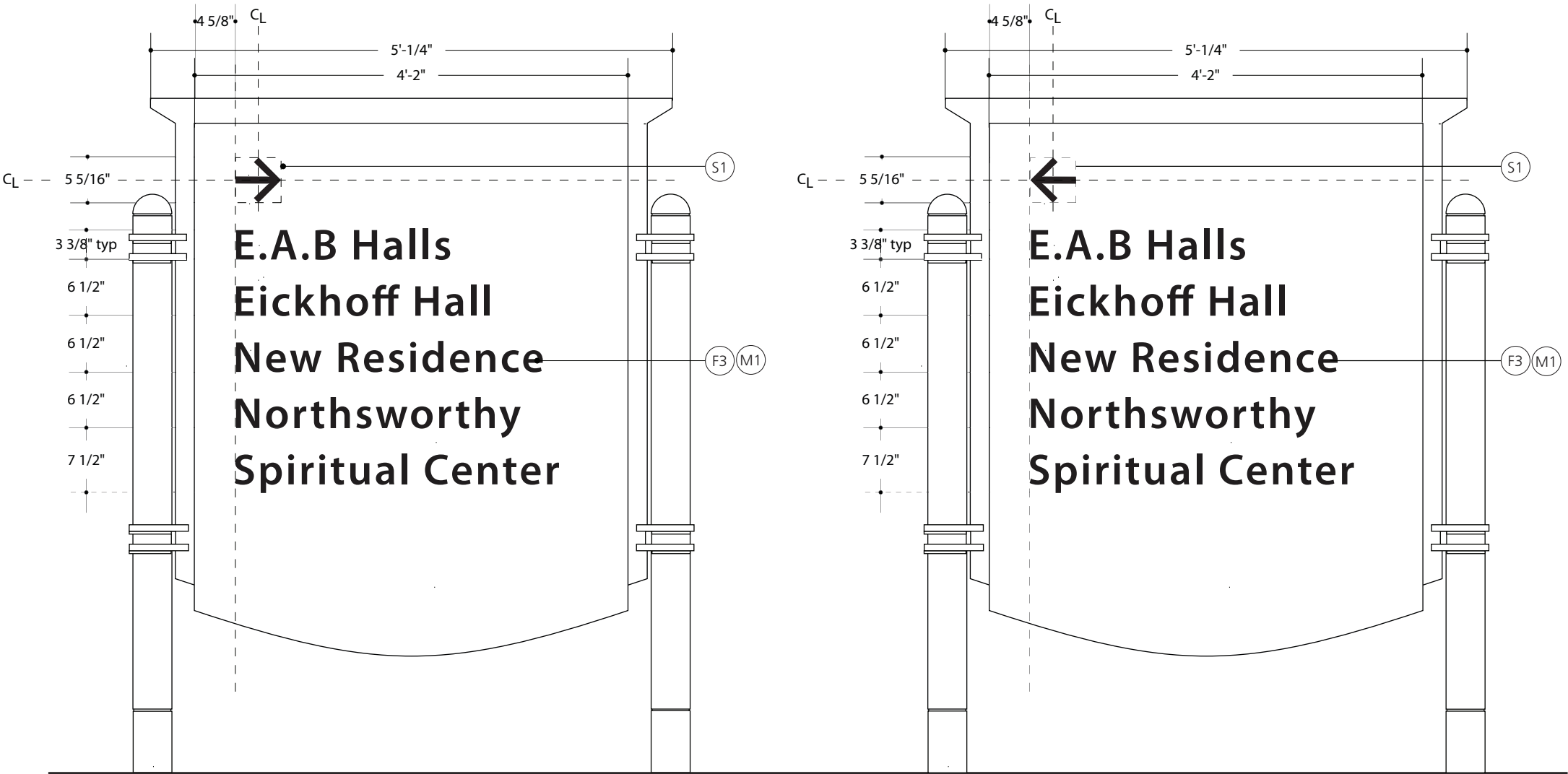
ST4 – Vehicular Directional

TCNJ to review and approve all layouts prior to production.

Typography:
F3 – Set at 50 ems

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CONDITIONS IN FIELD PRIOR TO SHOP DRAWINGS

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

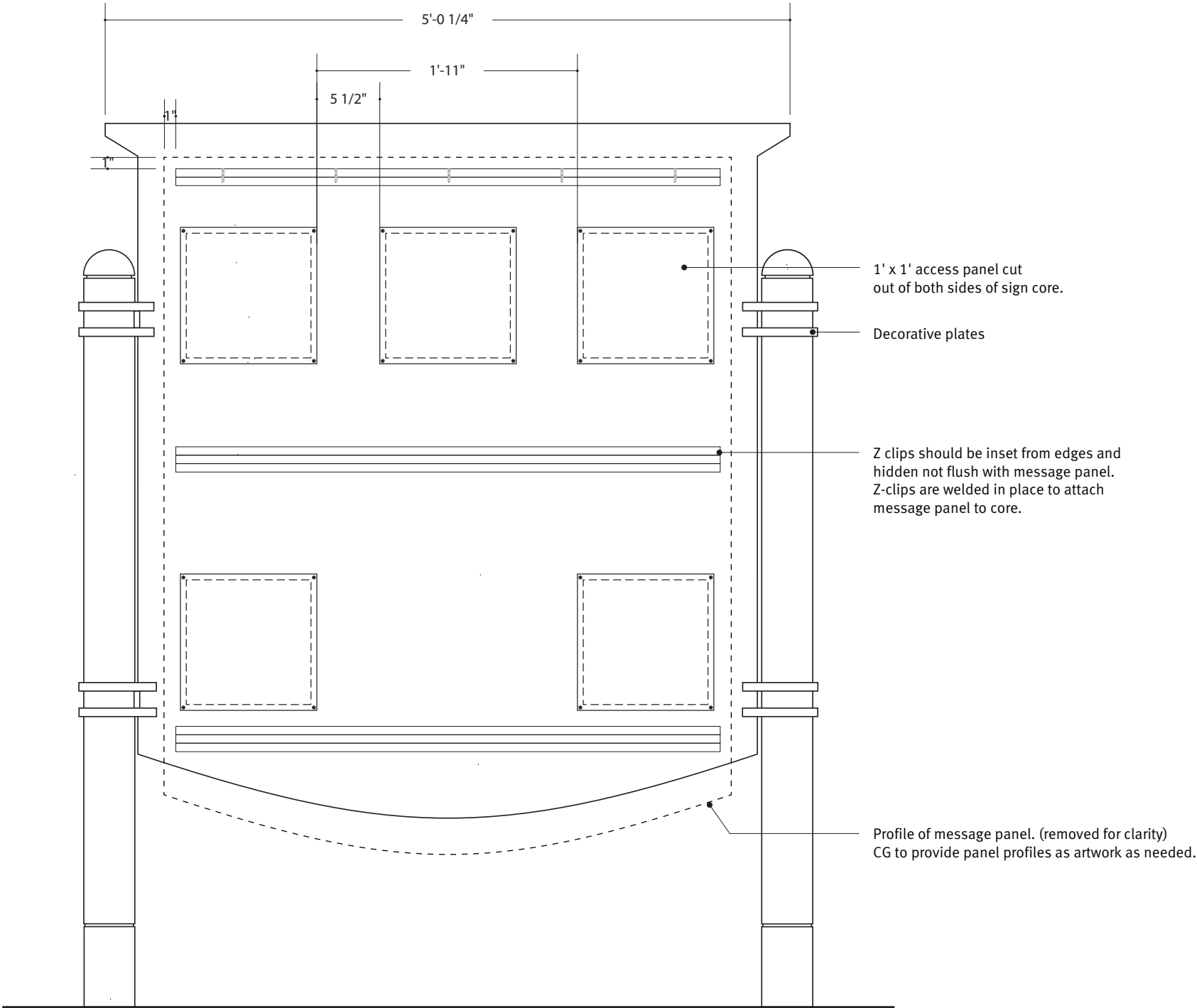


1

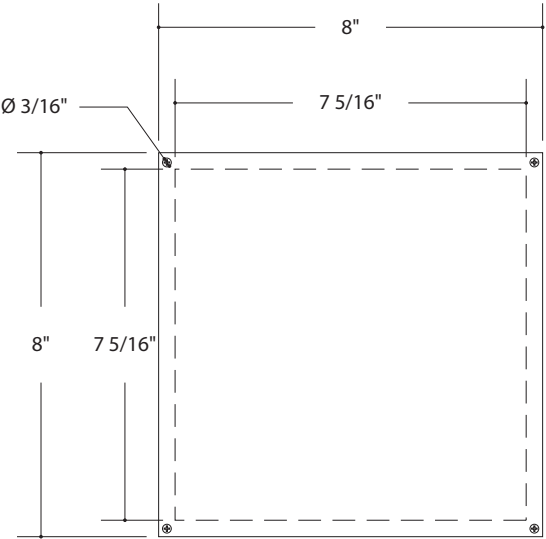
Elevation ST4-EXT-295 – Side A
scale: 3/4"=1'-0"

2

Elevation ST4-EXT-295 – Side B
scale: 3/4"=1'-0"



1 Elevation Front and Back: Z-clips and access panels
scale:1"=1'-0"



2 Access Panels Details
scale:3"=1'-0"

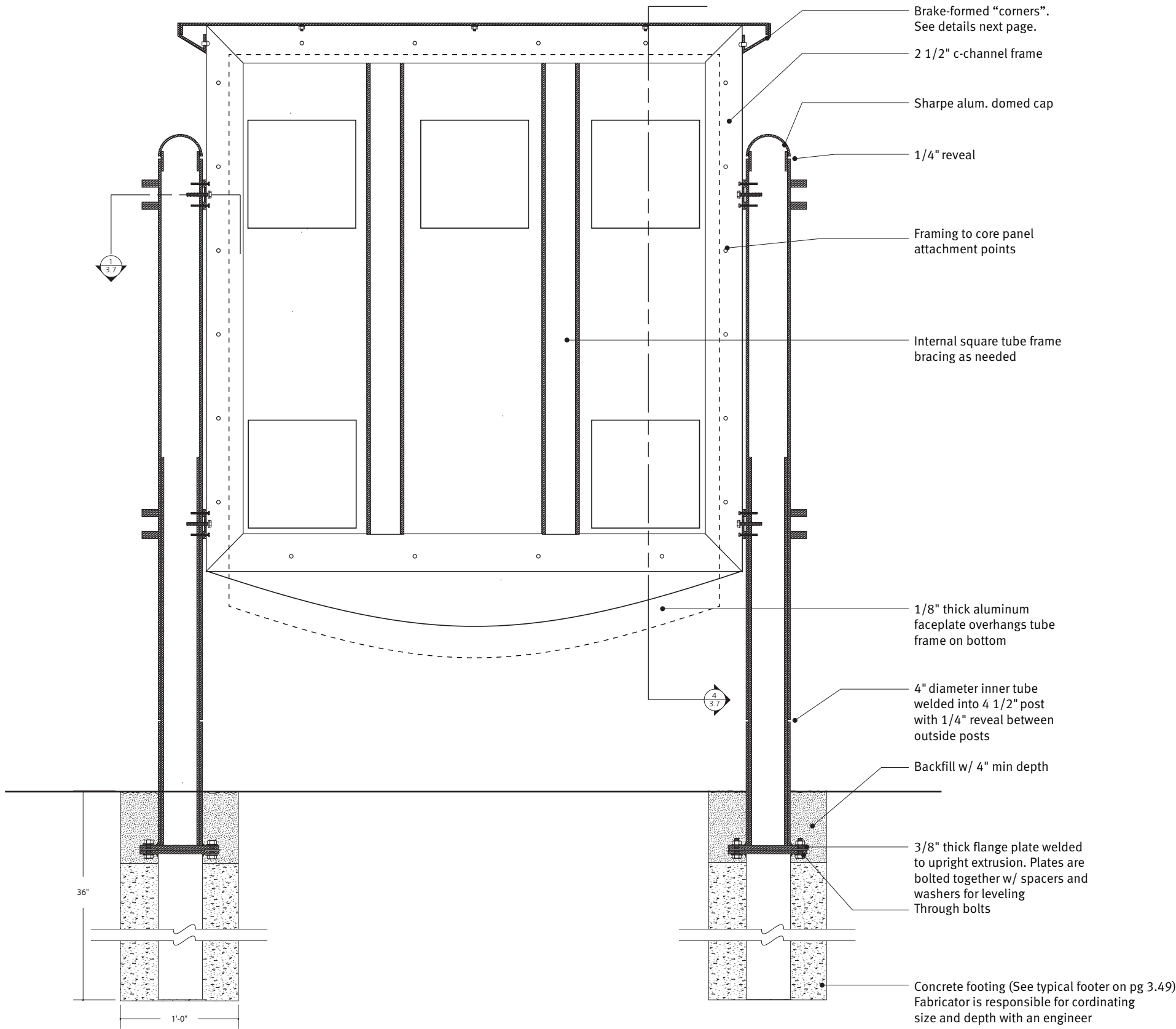
THIS DRAWING REPRESENTS DESIGN INTENT ONLY.
FABRICATOR WILL BE RESPONSIBLE TO VERIFY ALL
CONDITIONS IN FIELD PRIOR TO SHOP DRAWINGS

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

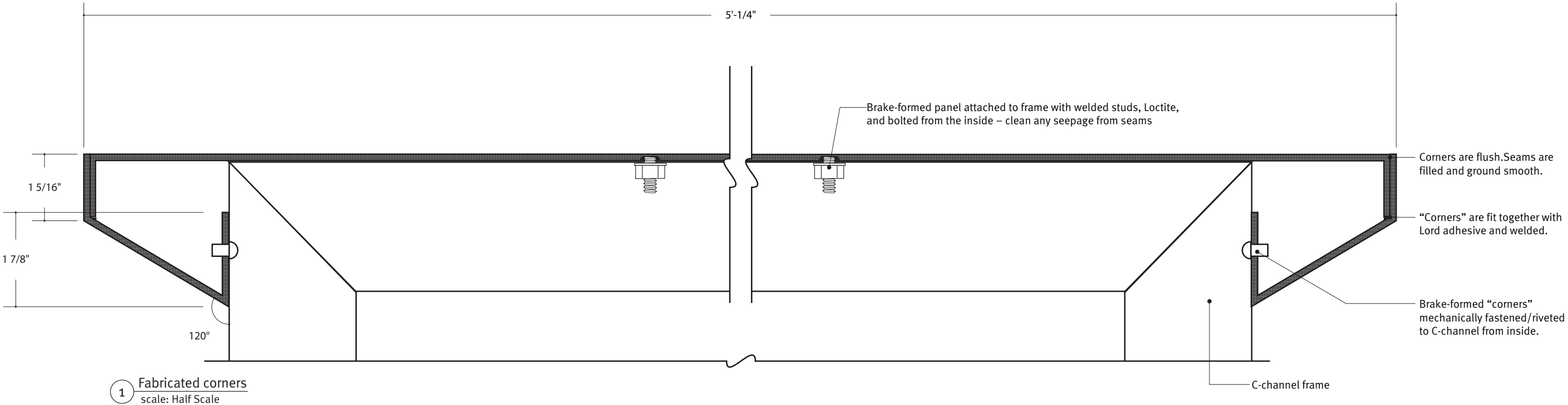
Note: DO NOT direct bury. Add weep holes to bottom of sign.

THIS DRAWING REPRESENTS DESIGN INTENT ONLY.
FABRICATOR WILL BE RESPONSIBLE TO VERIFY ALL
CONDITIONS IN FIELD PRIOR TO SHOP DRAWINGS

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted



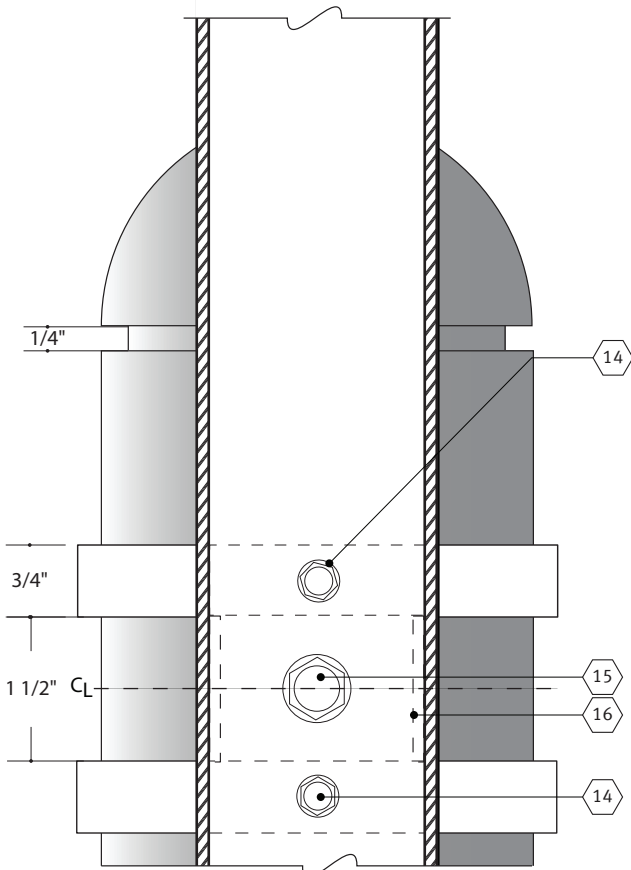
1 Elevation Front and Back: Z clips and access panels
scale: 1"=1'-0"



THIS DRAWING REPRESENTS DESIGN INTENT ONLY.
FABRICATOR WILL BE RESPONSIBLE TO VERIFY ALL
CONDITIONS IN FIELD PRIOR TO SHOP DRAWINGS

Client/Project		Project No.
The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.11.19		As Noted

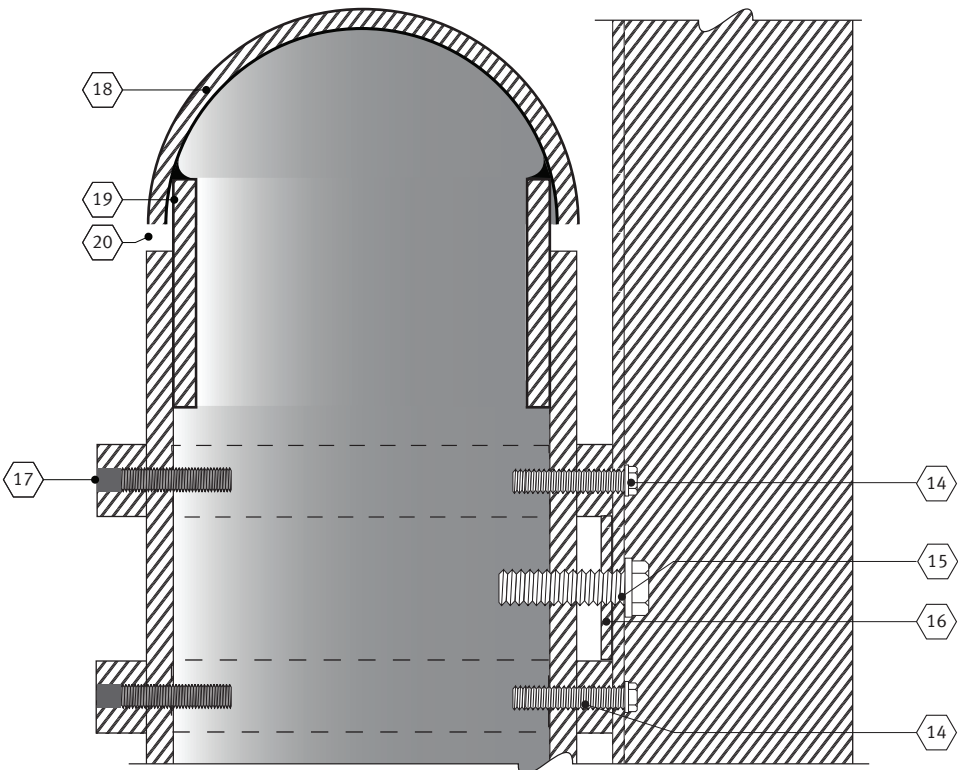
Note: Loctite should be applied to all mechanical connections.



4

Section D-D

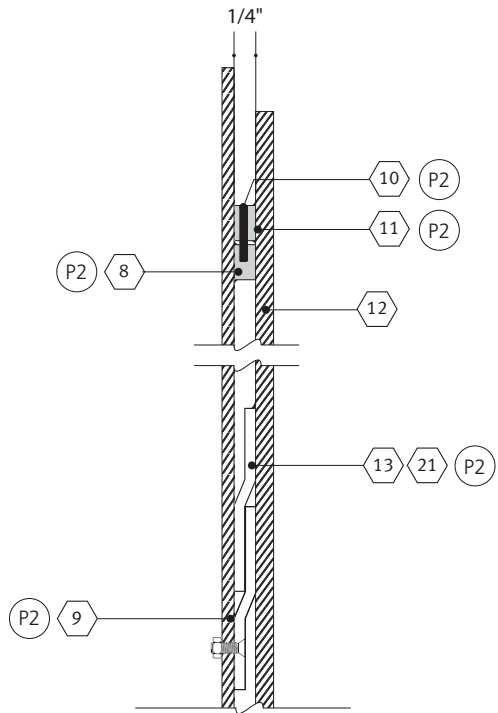
scale: Half Scale



3

Section B-B

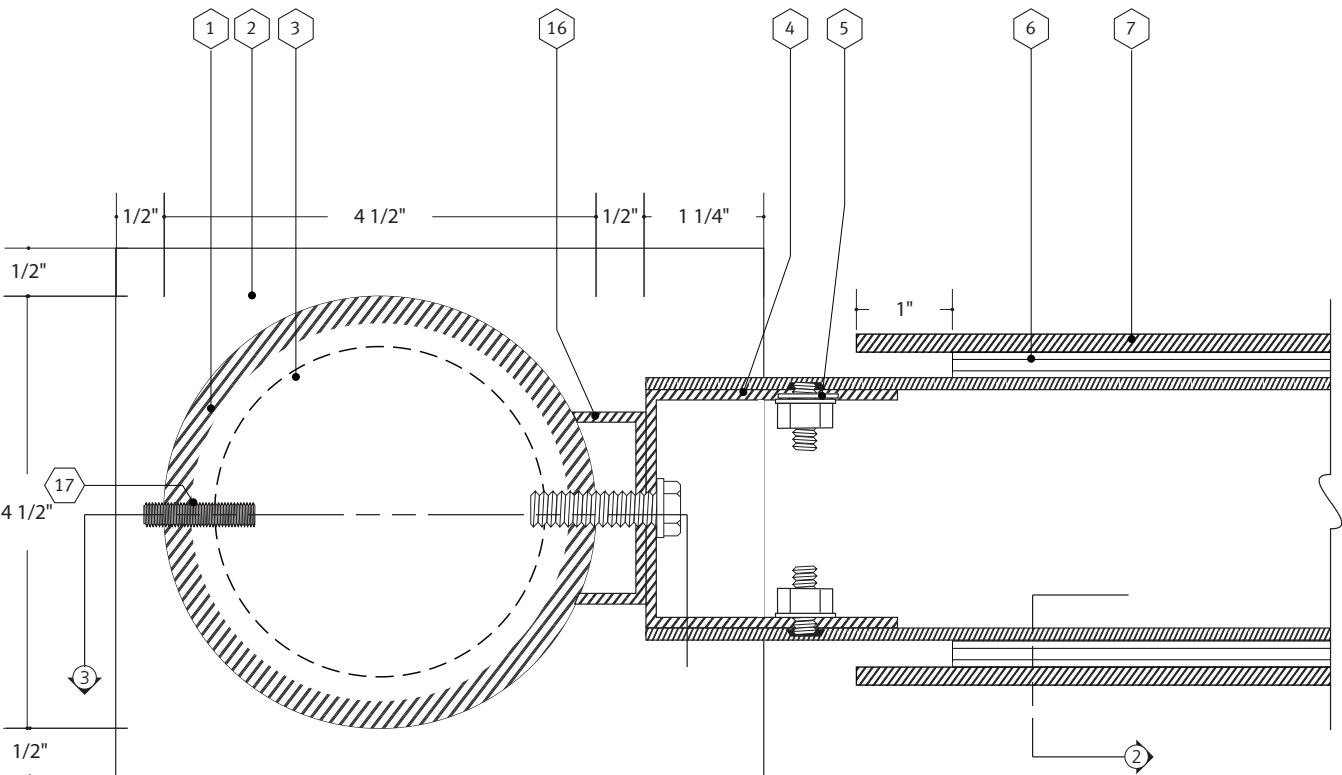
scale: Half Scale



2

Section C-C

Scale: Half Scale



1

Section E-E

scale: Half Scale

- 1

4 1/2" diameter aluminum post
- 2

Decorative plates water jet cut from 3/4" thick aluminum, painted front, back, and edges. All edges to be smooth.
- 3

4" diameter inner tube
- 4

2 1/2" C-channel frame, mitered corners
- 5

Core panels/cladding attached to frame with welded studs, Loctite, and bolted from the inside – clean any seepage from seams
- 6

Z-clips, inset 1" from message panel on all sides
- 7

3/16" removable message panel mounted to cabinet with Z-clips, allowing changeability
- 8

Aluminum bar welded to cabinet,, match depth of z-clip hardware.
- 9

Z-clip mechanically fastened to cabinet
- 10

Countersunk tamper resistant set screws
- 11

Aluminum bar welded to back of message panel, inset 1" from sides of message panel tapped to accept set screws, match depth of z-clip hardware.
- 12

3/16" message panel, paint front, back, and edges
- 13

Z-Clip welded to back of message panel
- 14

1/4"-20 thread hex head screw fastened through C-Channel frame to secure decorative plate and pole
- 15

3/8" -16 thread hex head screw fastened through C-Channel frame to secure c-channel and pole
- 16

C-Channel is mechanically fastened to sign core, aluminum spacer, and pole.
- 17

Decorative plates are secured to pole with set screws and filled, ground smooth
- 18

4 1/2" OD Sharpe Domed Cap. See typical details page 3.51
- 19

4" tube is welded to dome cap
- 20

1/4" reveal
- 21

Monarch heavy duty MFSS Z-clips are welded in place to attach message panel to core. See page 6.11 for more details.

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Client/Project		Project No.
The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.11.19		As Noted

ST13 – Parking Lot ID

3.8

SIGN TYPES

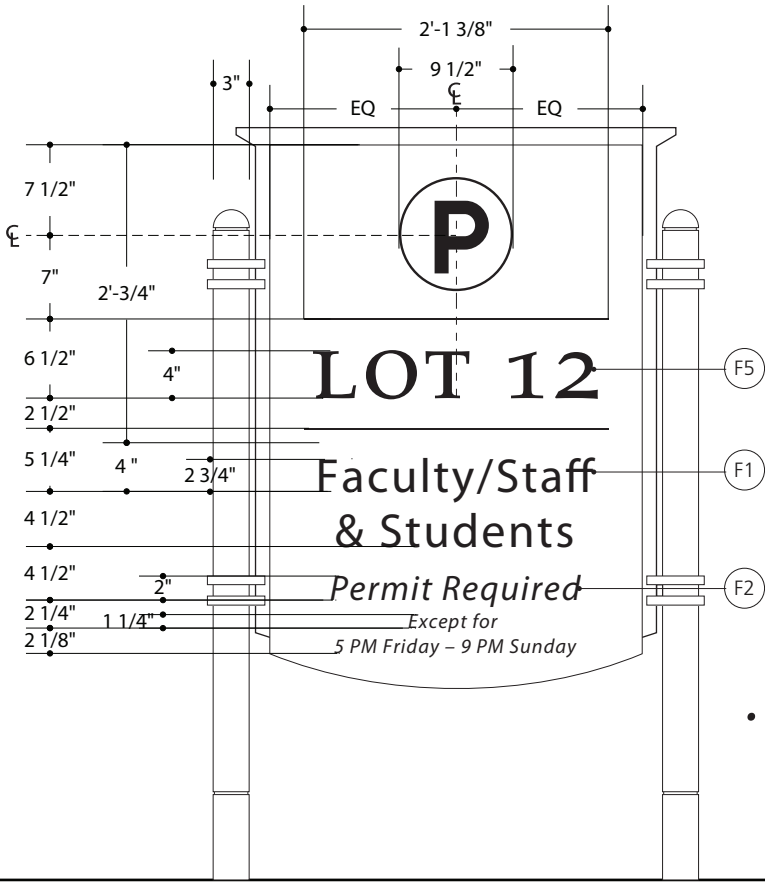
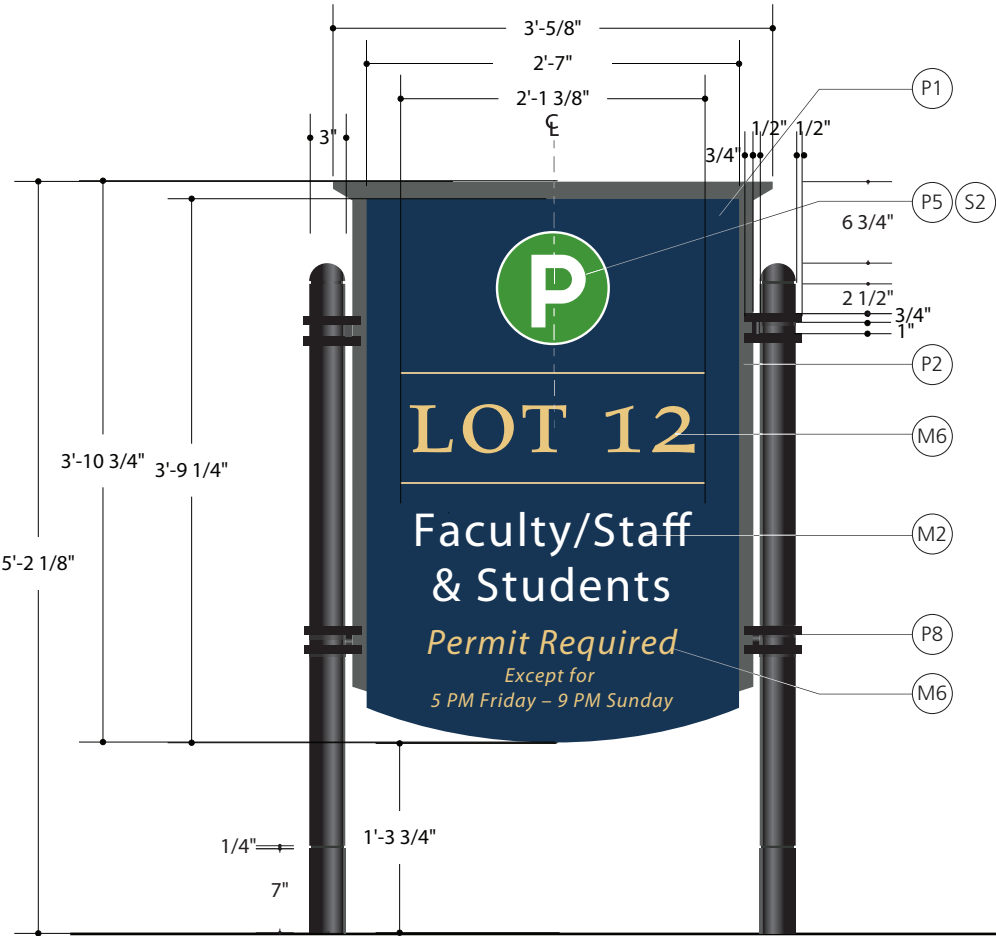
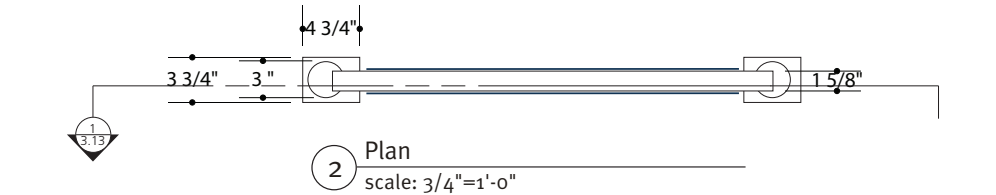
ST13 – Parking Lot ID

Typography:

F1, F2 – Set at 50 ems

F5 – Set at 30 ems

Note: Front, back, and edges of all components to be painted and clear coated.



1 Elevation ST13
scale: 3/4"=1'-0"

3 Layout ST13
scale: 3/4"=1'-0"

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Date 12.11.19	Revisions	Scale As Noted

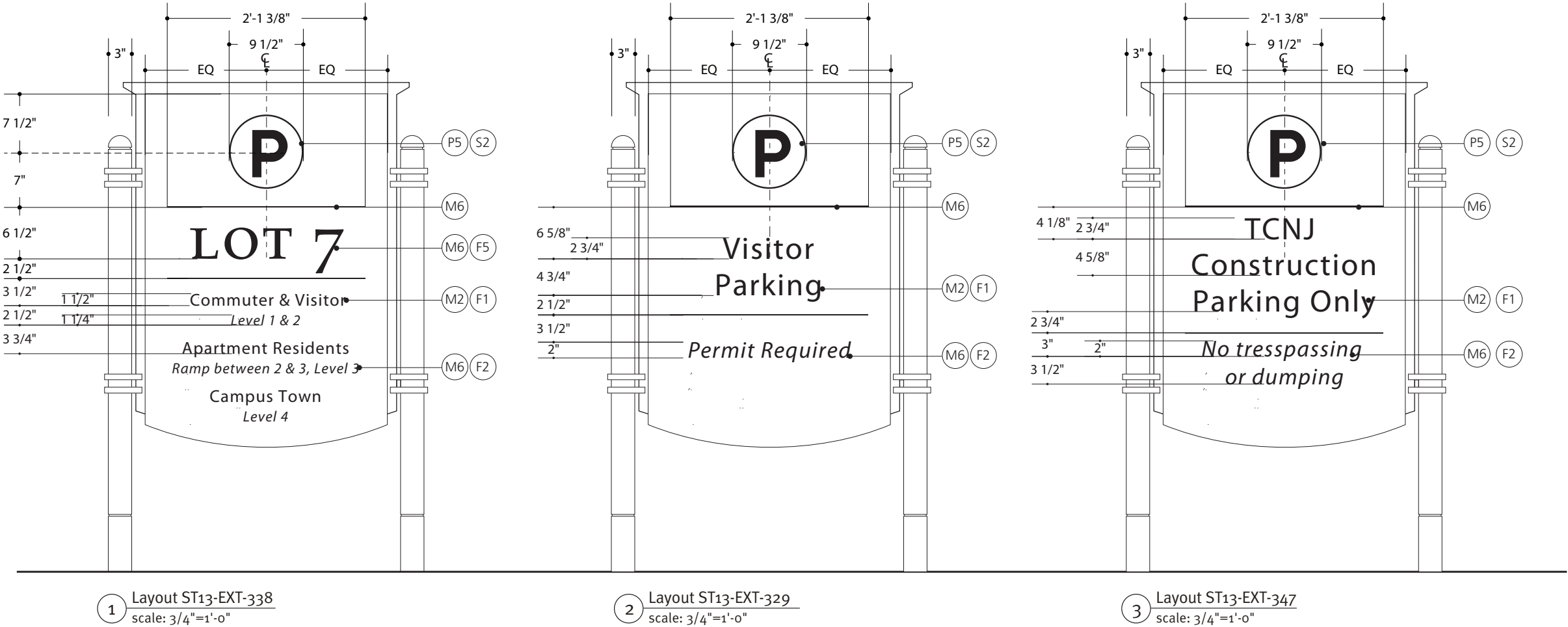
ST13 – Parking Lot ID

Typography:

F1, F2 – Set at 50 ems

F5 – Set at 30 ems

Note: These signs do not include a window.

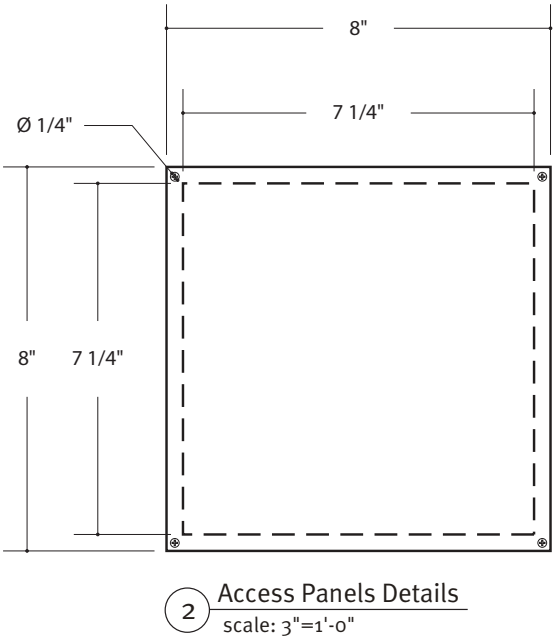
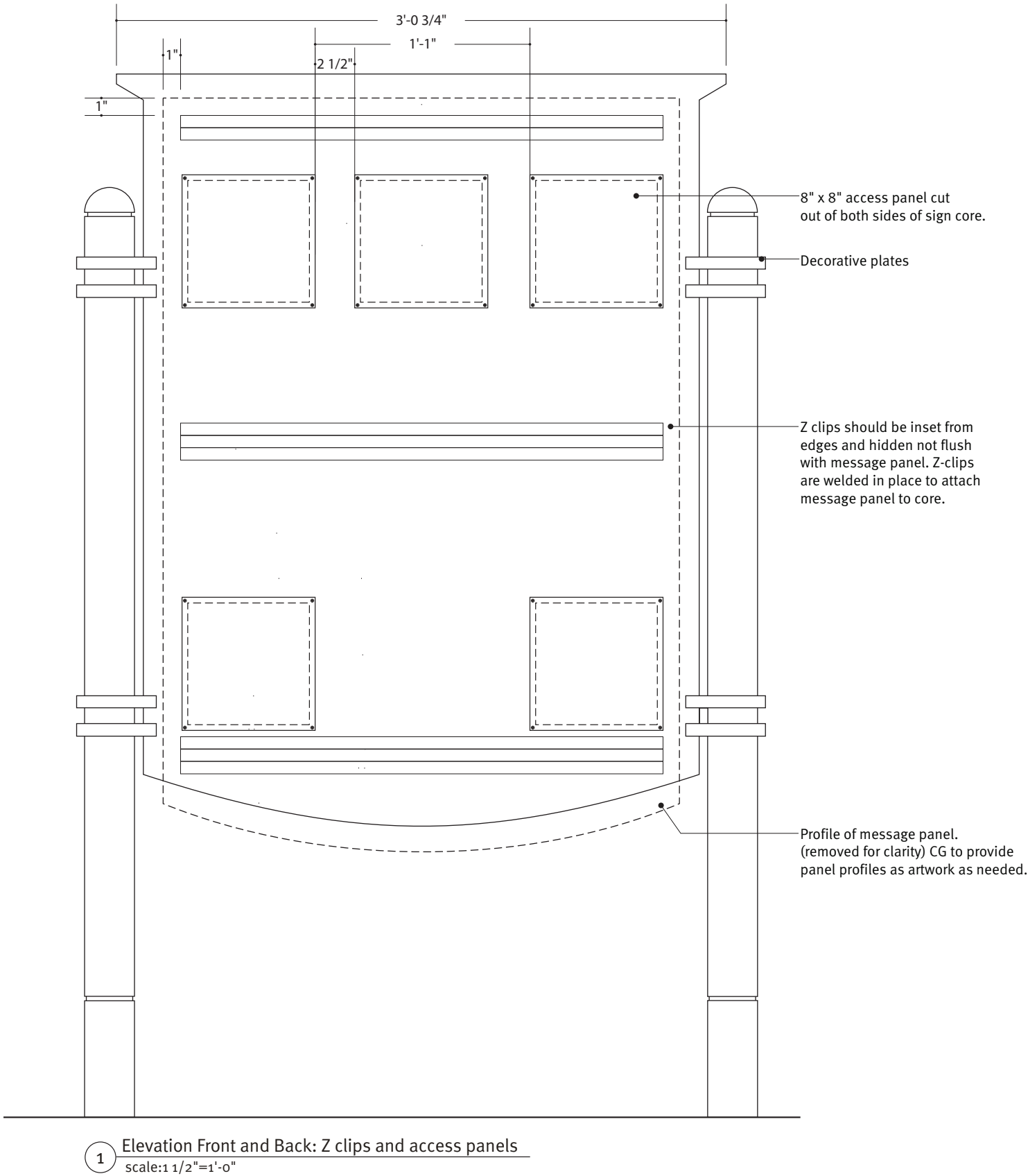


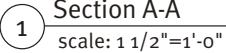
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Date 12.11.19	Revisions	Scale As Noted

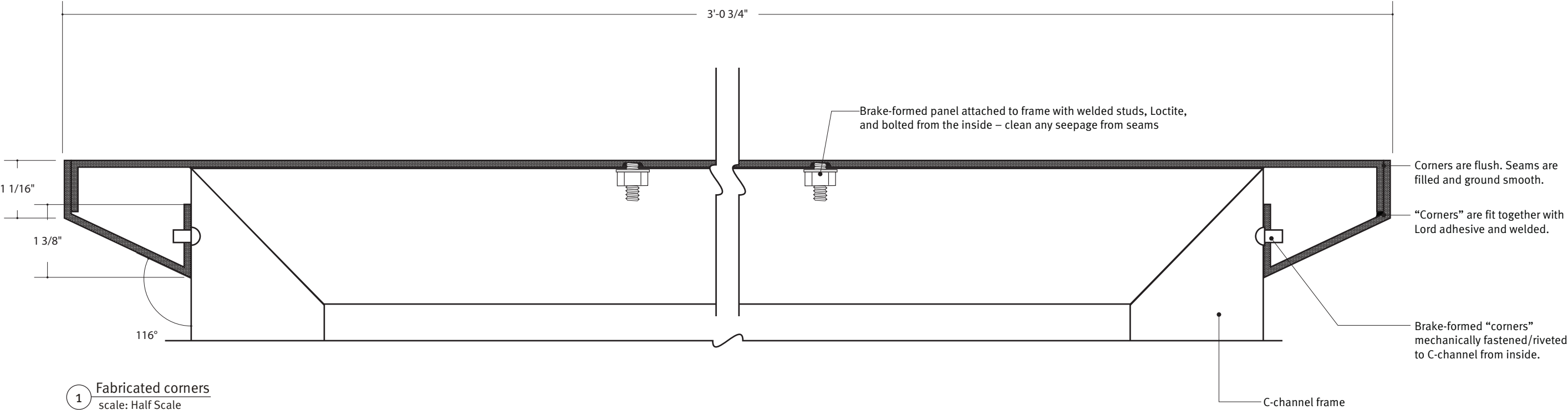
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Date	Revisions	Scale
12.11.19		As Noted





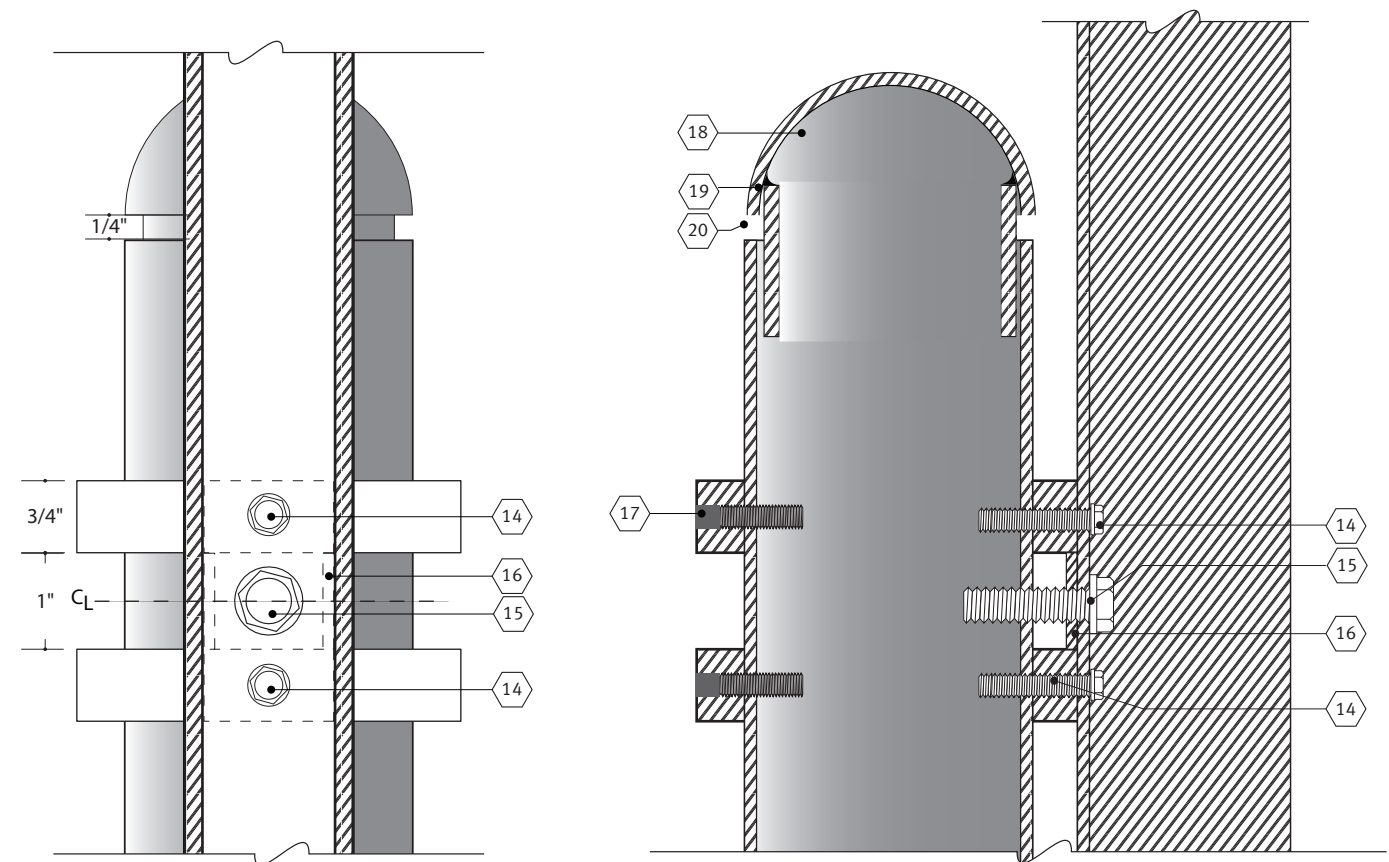
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The College of New Jersey Exterior Signage and Wayfinding	19TCNJ212013
Date	Scale
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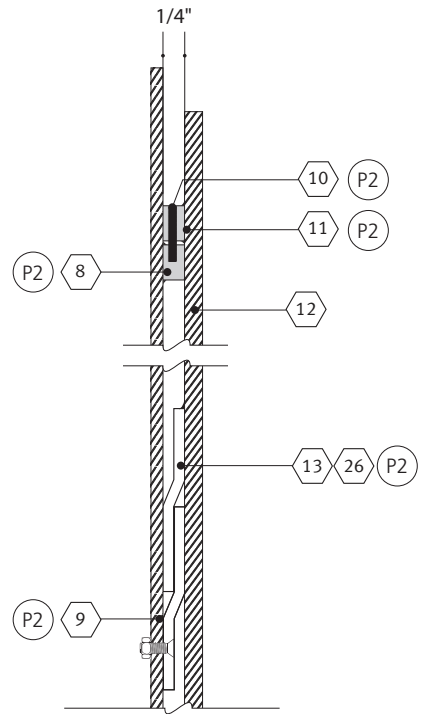
Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

Note: Loctite should be applied to all mechanical connections.

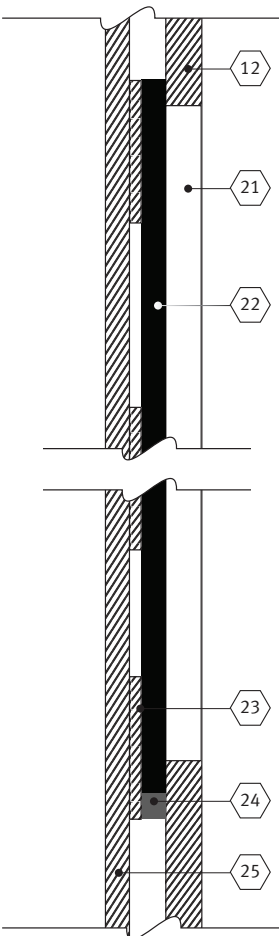


5 Section D-D
scale: Half Scale

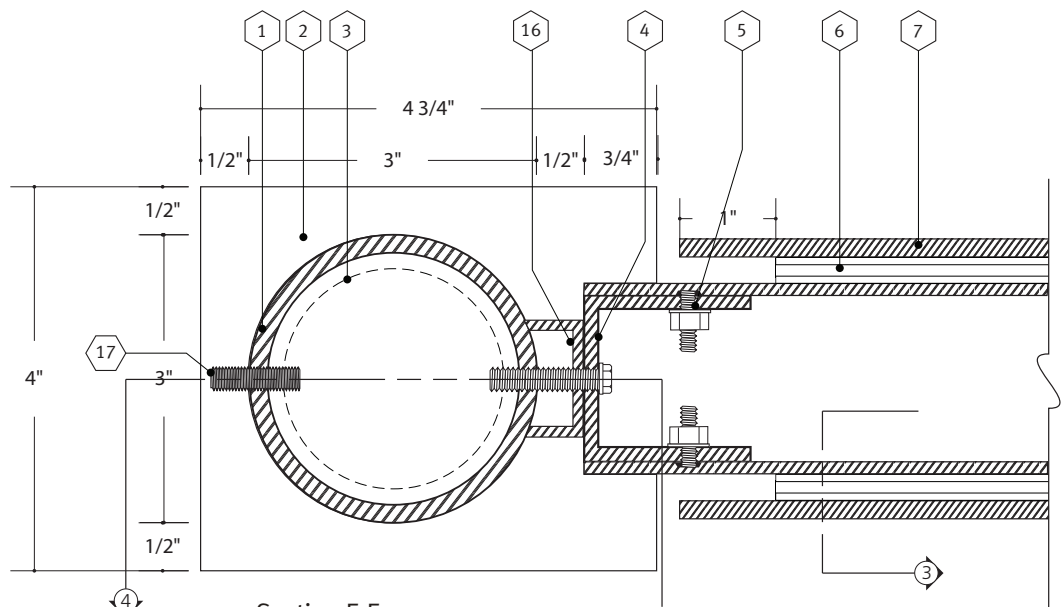
4 Section B-B
scale: Half Scale



3 Section C-C
Scale: Half Scale



2 Window detail
Scale: Full Scale



1 Section E-E
scale: Half Scale

- 1 3" diameter aluminum post
- 2 Decorative plates water jet cut from 3/4" thick aluminum, painted front, back, and edges. All edges to be smooth.
- 3 2 1/2" diameter inner tube
- 4 1 3/4" C-channel frame, mitered corners
- 5 Core panels/cladding attached to frame with welded studs, Loctite, and bolted from the inside – clean any seepage from seams
- 6 Z-clips, inset 1" from message panel on all sides
- 7 3/16" removable message panel mounted to cabinet with Z-clips, allowing changeability
- 8 Aluminum bar welded to cabinet, match depth of z-clip hardware.
- 9 Z-clip mechanically fastened to cabinet
- 10 Countersunk tamper resistant set screws
- 11 Aluminum bar welded to back of message panel, inset 1" from sides of message panel tapped to accept set screws, match depth of z-clip hardware.
- 12 3/16" message panel, paint front, back, and edges
- 13 Z-Clip welded to back of message panel
- 14 1/4"-20 thread hex head screw fastened through C-Channel frame to secure decorative plate and pole
- 15 3/8" -16 thread hex head screw fastened through C-Channel frame to secure c-channel and pole
- 16 C-Channel is mechanically fastened to sign core, aluminum spacer, and pole.
- 17 Decorative plates are secured to pole with set screws and filled, ground smooth
- 18 3" OD Sharpe Domed Cap attached with Lord's adhesive. See typical details page 3.51
- 19 2 1/2" tube is welded to dome cap
- 20 1/4" reveal
- 21 Window
- 22 1/8" interchangeable message panel
- 23 1/16" aluminum spacers
- 24 1/8" thk aluminum guide bar
- 25 Cabinet face plate
- 26 Monarch heavy duty MFSS Z-clips are welded in place to attach message panel to core. See page 6.11 for more details.

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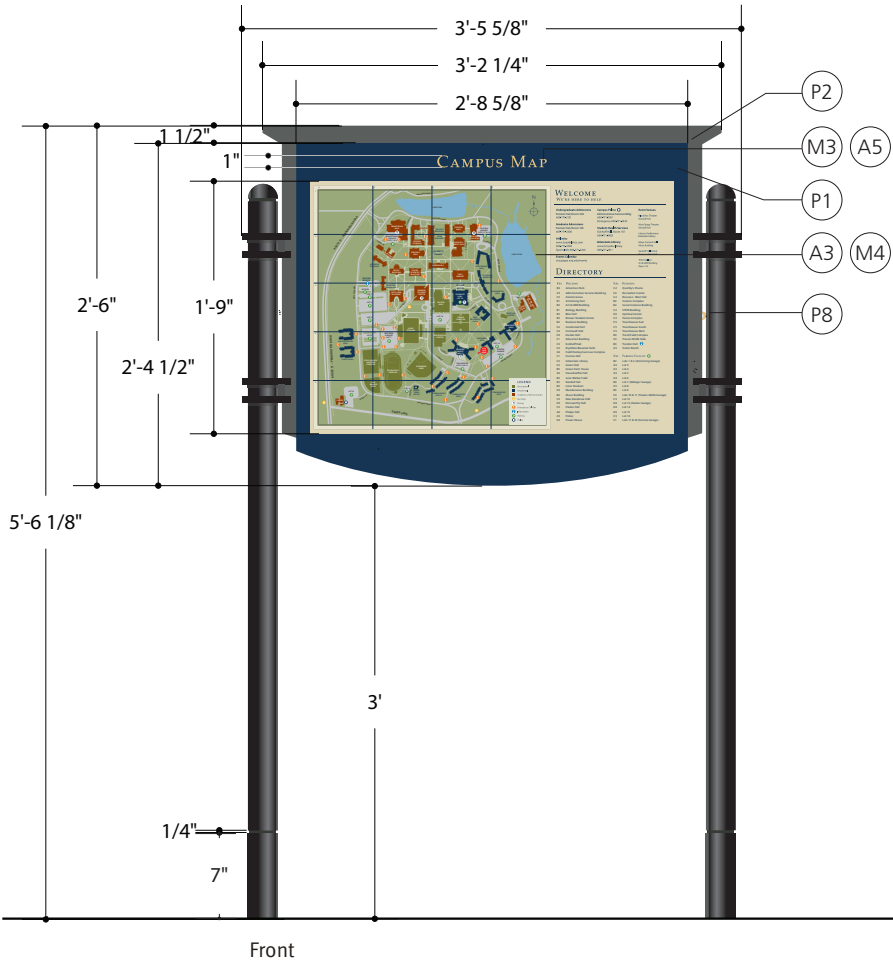
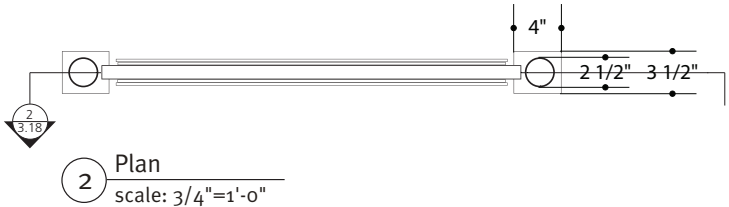
Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

ST21 – Map Stanchion

Note: Front, back, and edges of
all components to be painted
and clear coated.

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The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.11.19		As Noted



1 Elevation ST21
scale: 3/4"=1'-0"





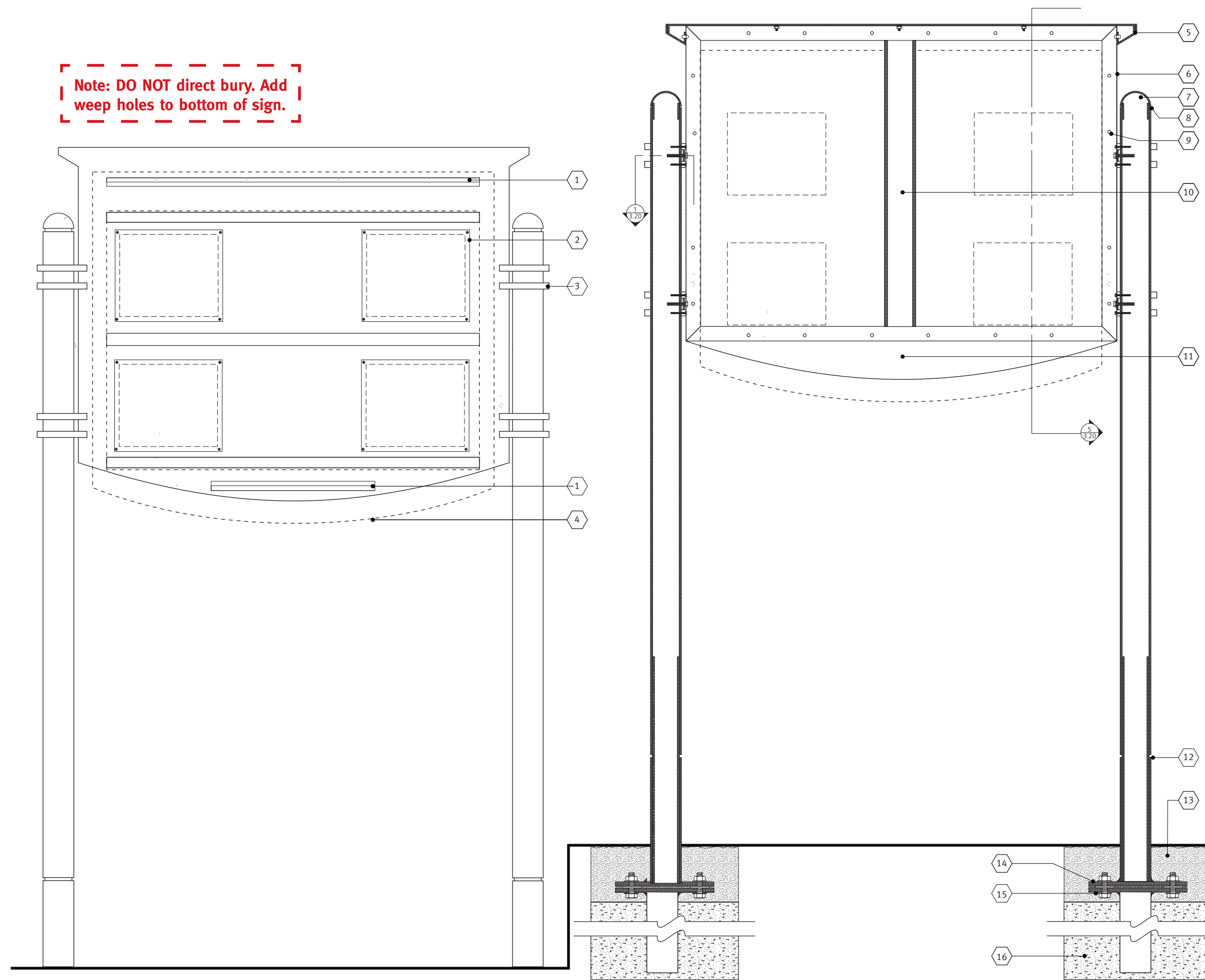
Note: DO NOT direct bury. Add weep holes to bottom of sign.

ST21 – Map Stanchion

- 1 Aluminum bar. See details page 3.20
- 2 8 3/4 " x 7 1/2" access panel cut out of both sides of sign core.
- 3 Decorative plates. See details page 3.20
- 4 Profile of message panel. (removed for clarity) CG to provide panel profiles as artwork as needed.
- 5 Brake-formed "corners" See details page next page
- 6 1 3/16" c-channel frame
- 7 Sharpe alum. domed cap
- 8 1/4" reveal
- 9 Framing to core panel attachment points
- 10 Internal square tube frame bracing as needed
- 11 1/8" thick aluminum faceplate overhangs tube frame on bottom
- 12 2" diameter inner tube welded into 2 1/2" post with 1/4" reveal between outside posts
- 13 Backfill w/ 4" min depth
- 14 3/8" thick flange plate welded to upright extrusion. Plates are bolted together w/spacers and washers for leveling
- 15 Through bolts
- 16 Concrete footing. (see typical footer on page 3.49) Size and depth to be determined by engineer

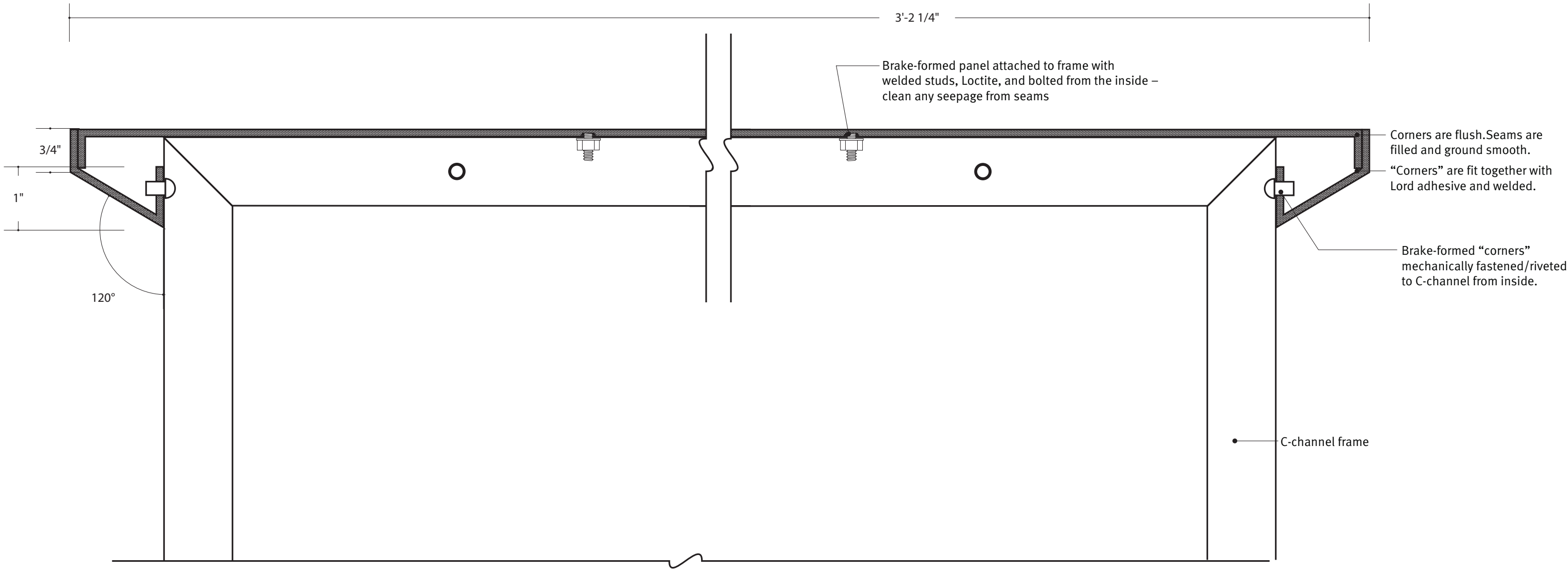
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Date 12.11.19	Revisions	Scale As Noted



1 Elevation Front and Back: Z clips and access panels
scale: 1 1/2" = 1'-0"

2 Section A-A
scale: 1 1/2" = 1'-0"



1

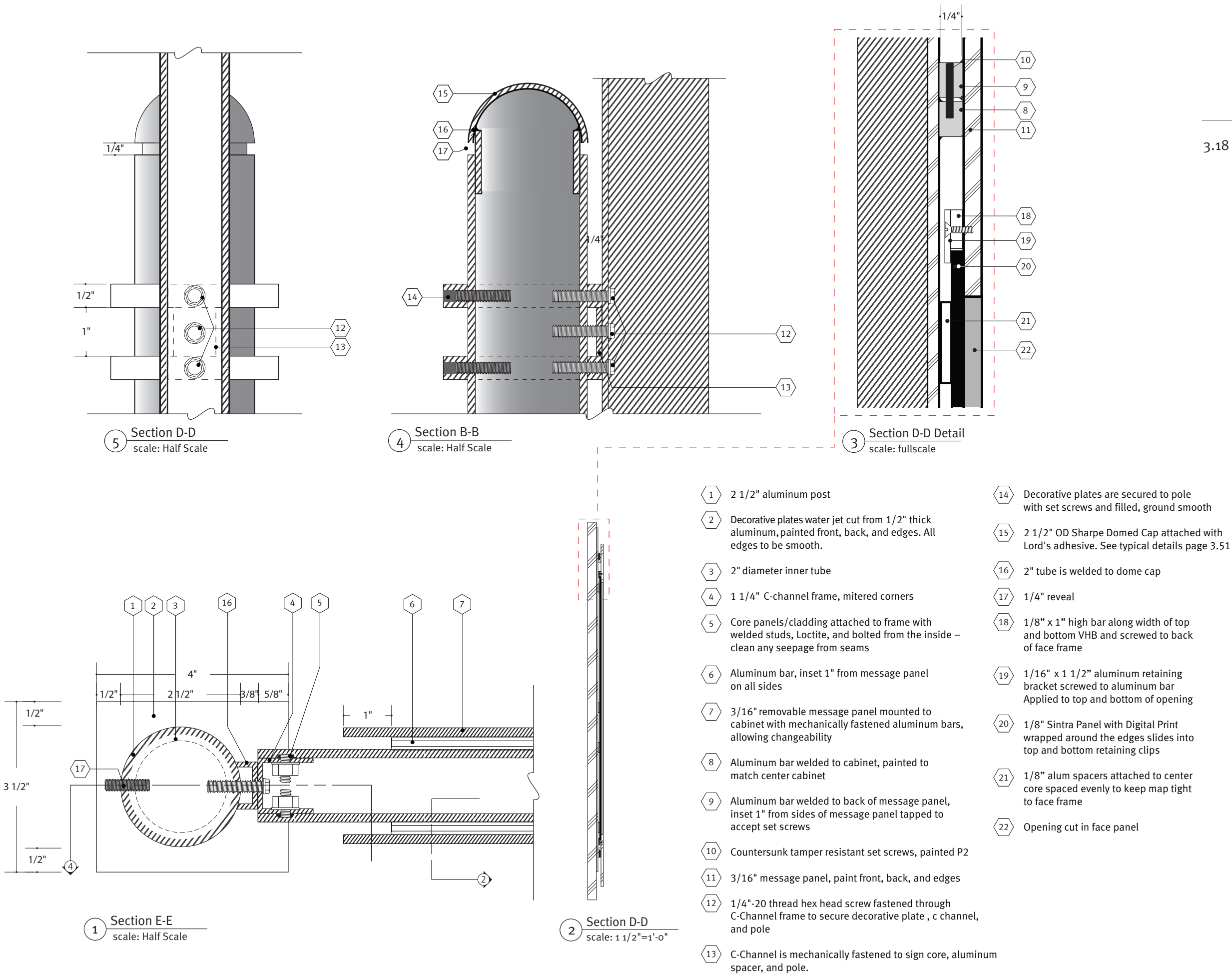
Fabricated corners

scale: Half Scale

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The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.11.19		As Noted

Note: Loctite should be applied to all mechanical connections.



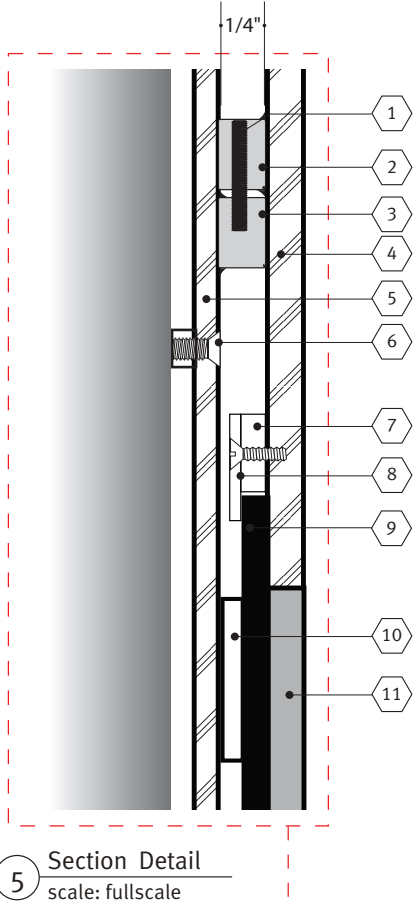
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Date 12.11.19	Revisions	Scale As Noted

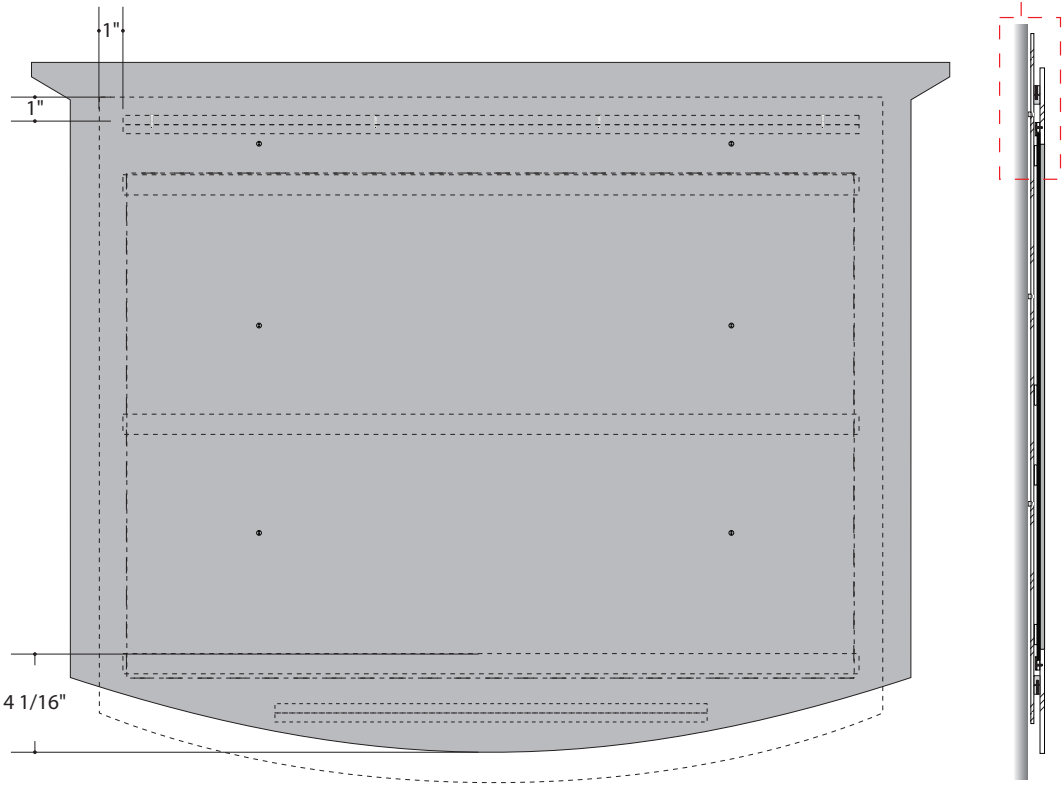
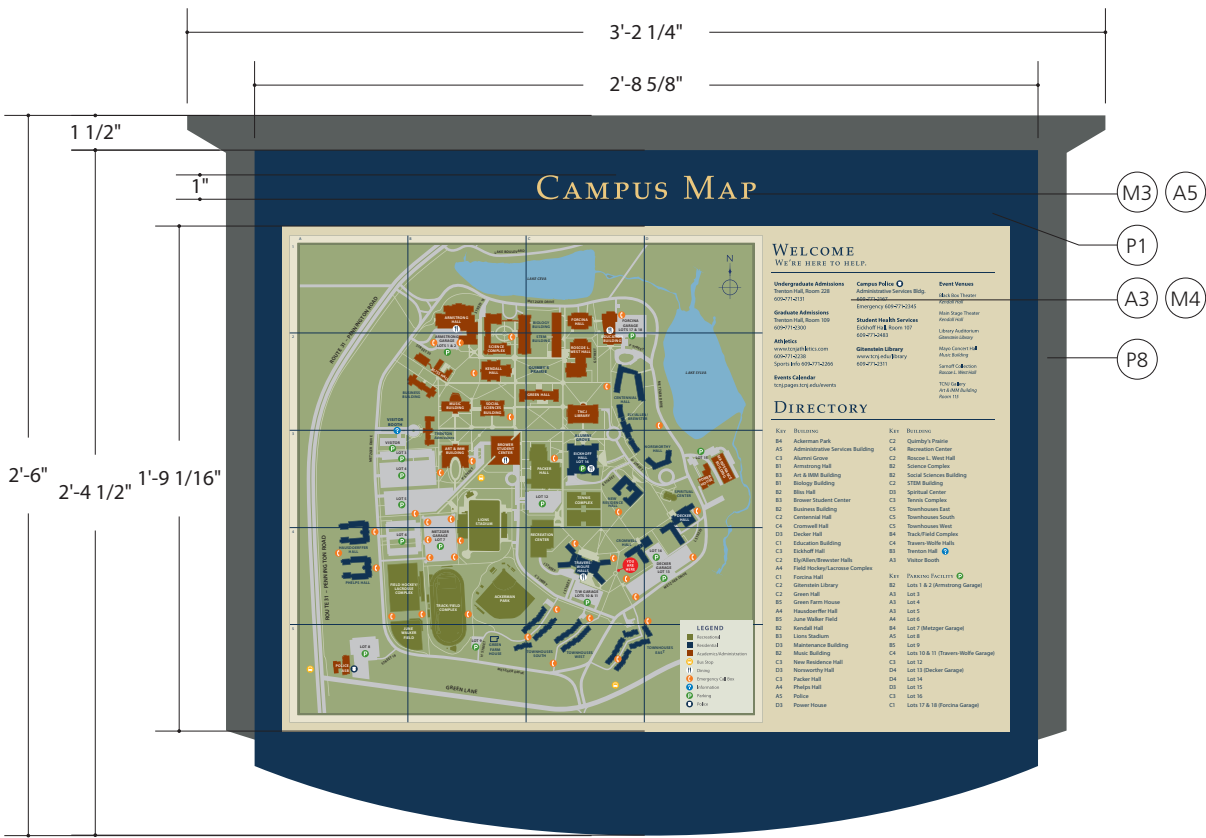
3.19 SIGN TYPES

ST21a – Map Wall-mtd

Note: Front, back, and edges of
all components to be painted
and clear coated.



- 1 Countersunk tamper resistant set screws, painted P2
- 2 Aluminum bar welded to back of message panel, inset 1" from sides of message panel tapped to accept set screws
- 3 Aluminum bar welded to cabinet, painted to match center cabinet
- 4 3/16" message panel, paint front, back, and edges
- 5 1/8" face plate
- 6 Wall Fastener - use appropriate fastener + anchor for wall surface, flathead + countersunk to core. Use 1/8" spacer to create offset from wall surface. Silicone seal all wall penetrations.
- 7 1/8" x 1" high bar along width of top and bottom VHB and screwed to back of face frame
- 8 1/16" x 1 1/2" aluminum retaining bracket screwed to aluminum bar Applied to top and bottom of opening
- 9 1/8" Sintra Panel with Digital Print wrapped around the edges slides into top and bottom retaining clips
- 10 1/8" alum spacers attached to center core spaced evenly to keep map tight to face frame
- 11 Opening cut in face panel



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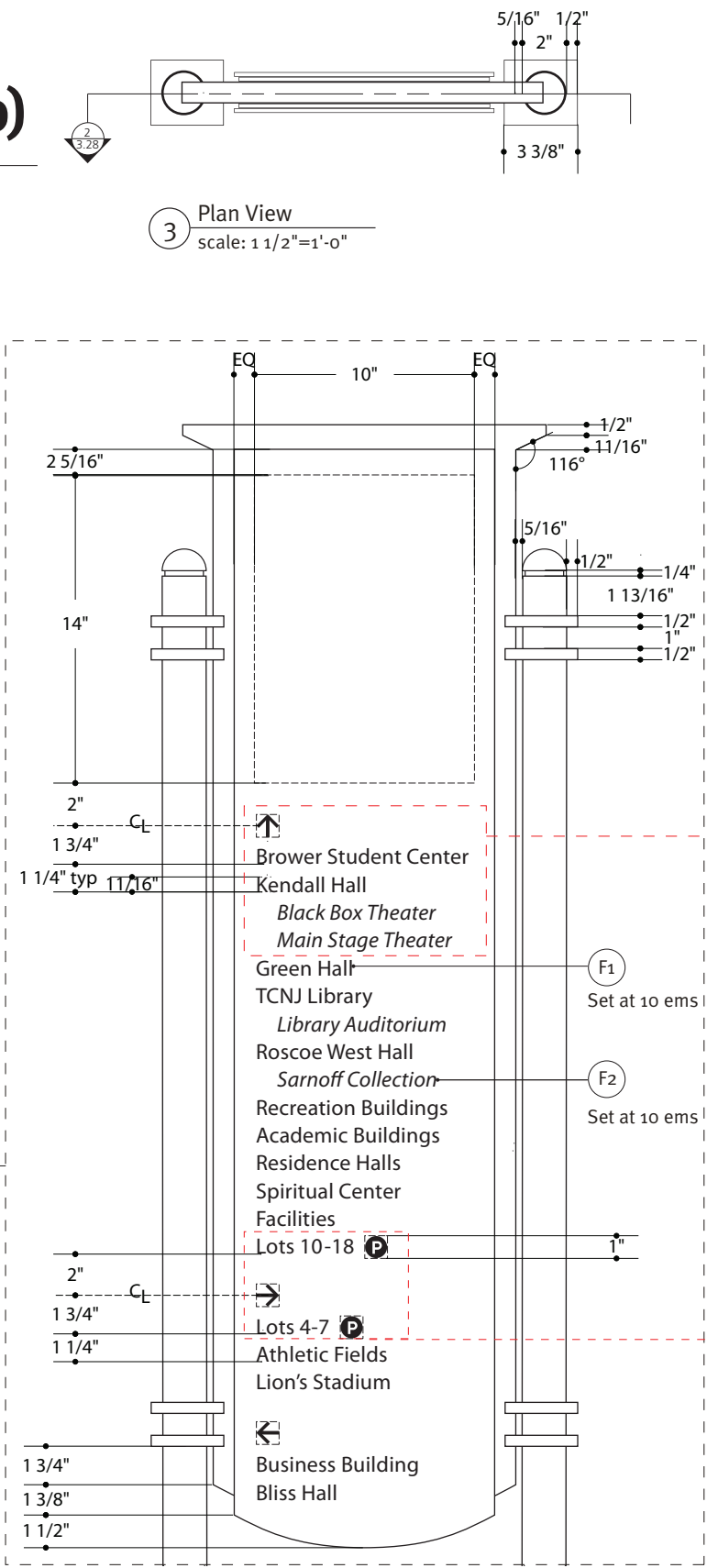
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Date 12.11.19	Revisions	Scale As Noted

ST25 – Pedestrian Directional (w/map)

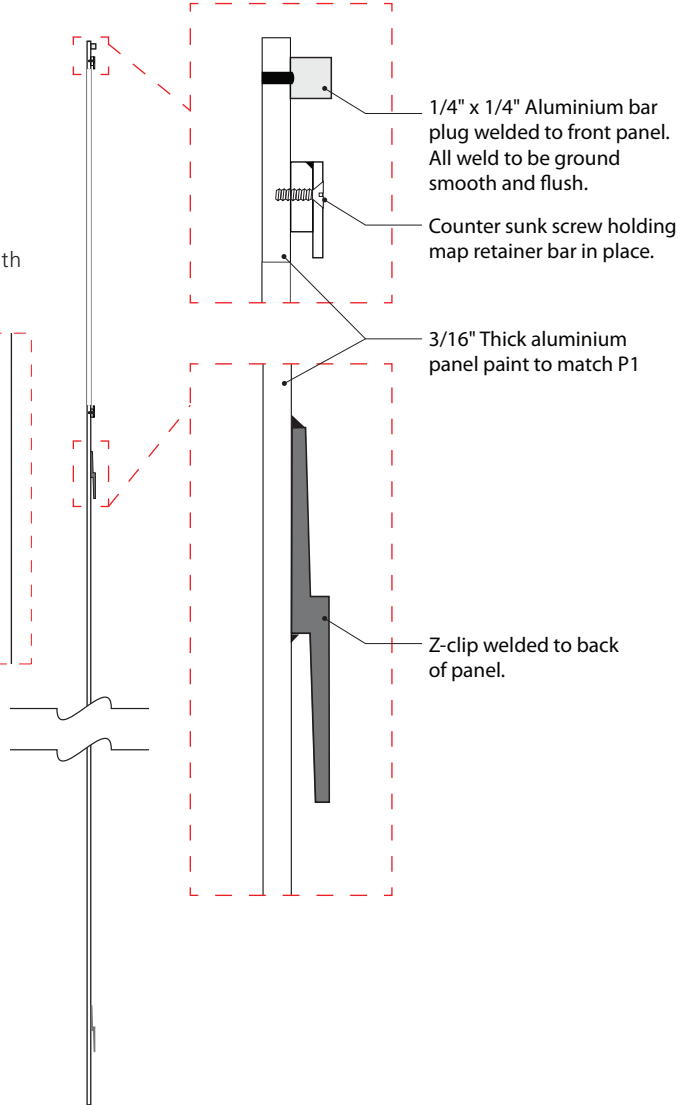
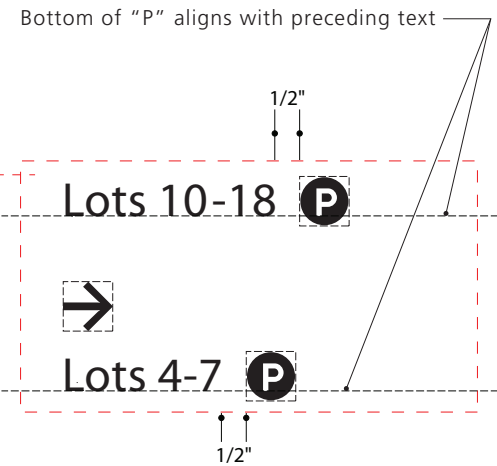
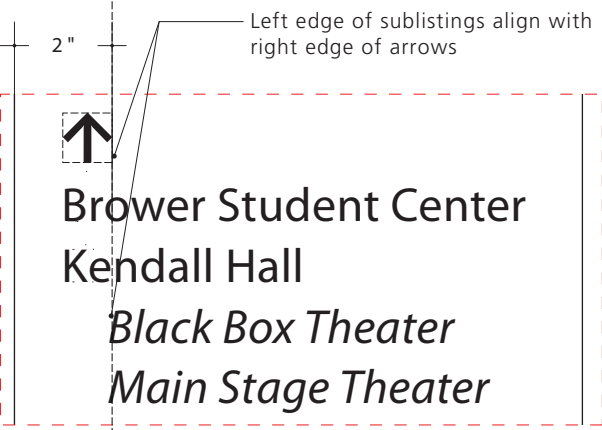
3.20

SIGN TYPES

ST25 – Pedestrian Directional (w/map)

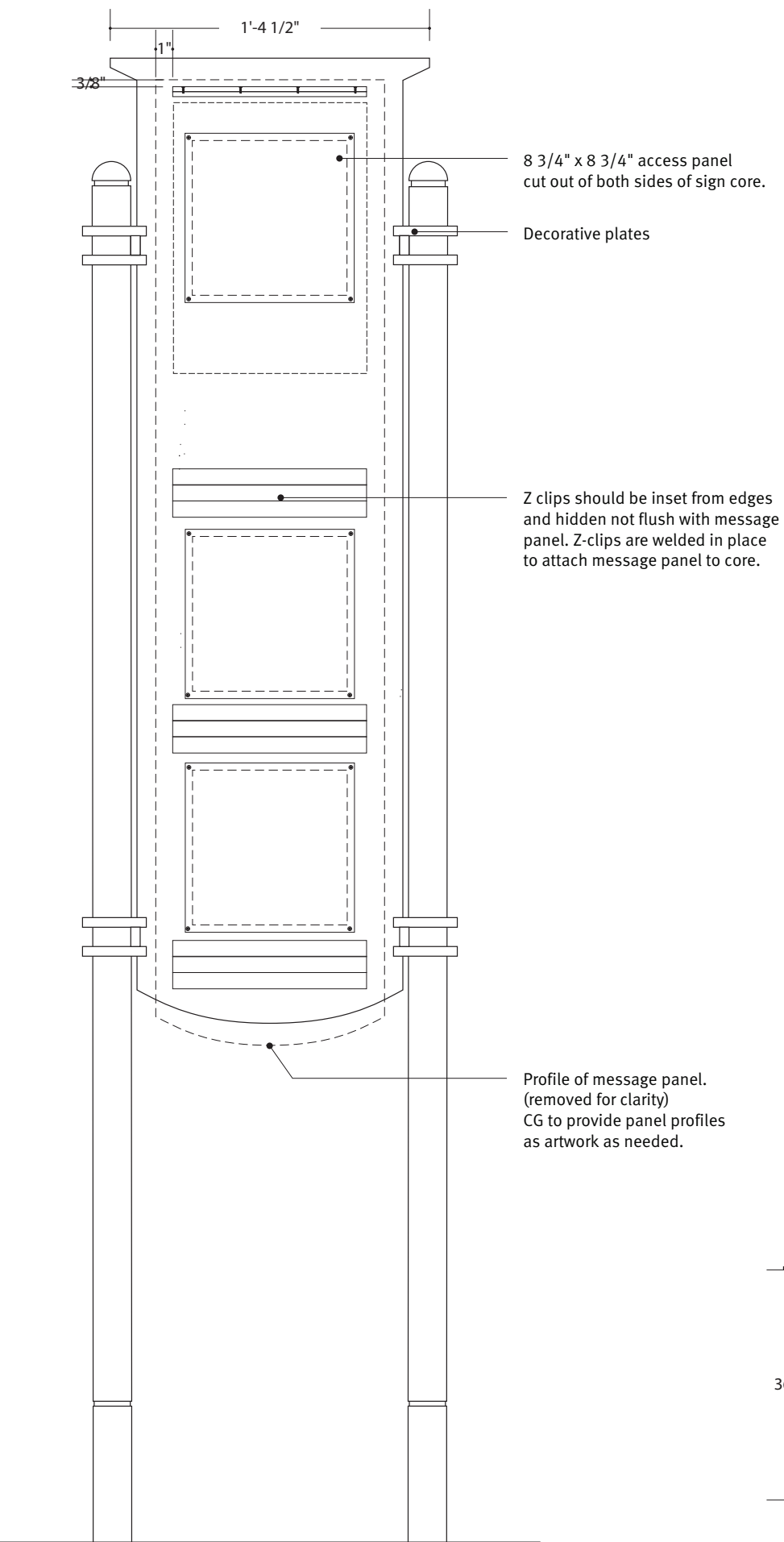


Note: Front, back, and edges of all components to be painted and clear coated.

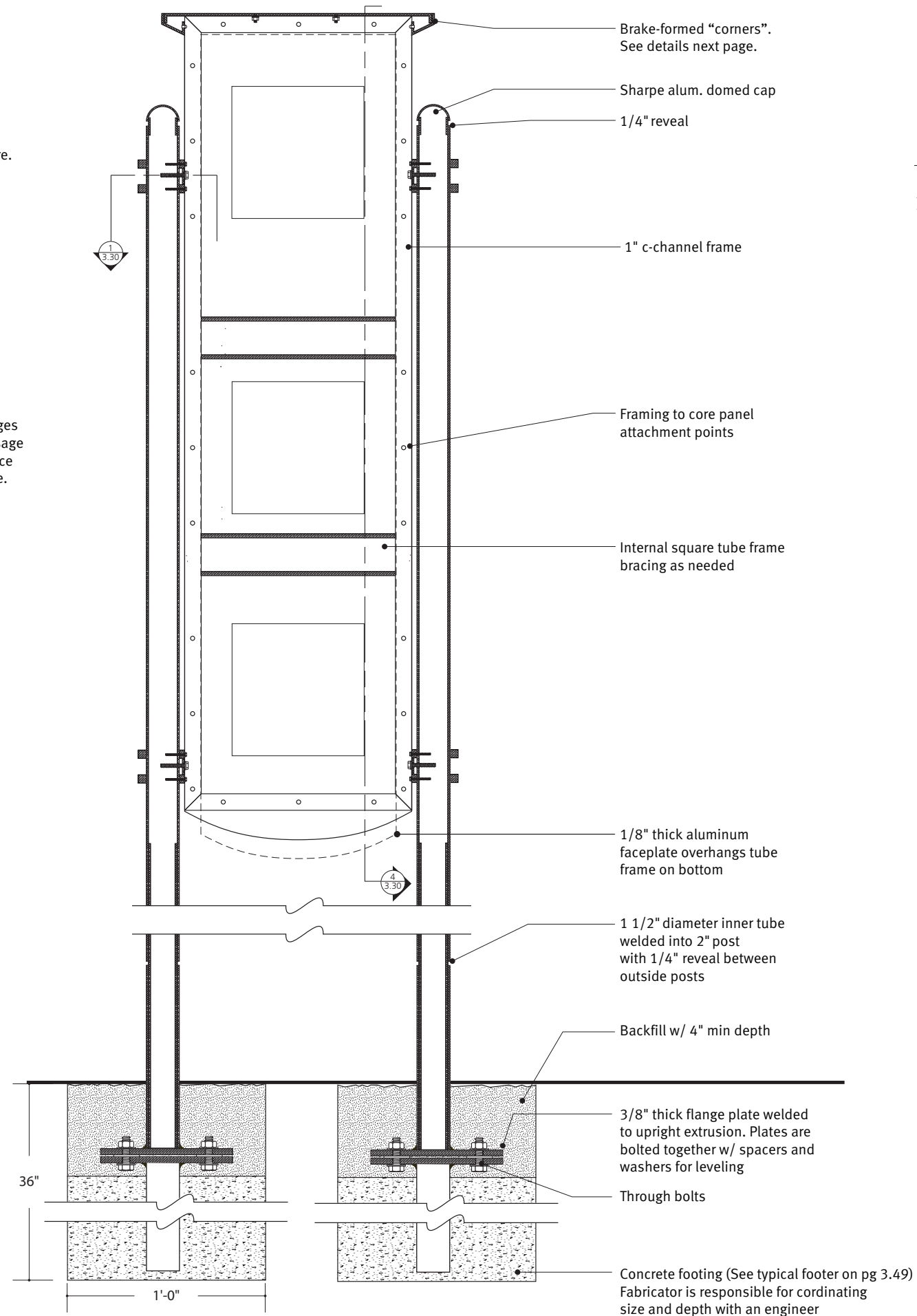


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Date 12.11.19	Revisions	Scale As Noted



1 Elevation Front and Back: Z clips and access panels
scale: 1 1/2"=1'-0"

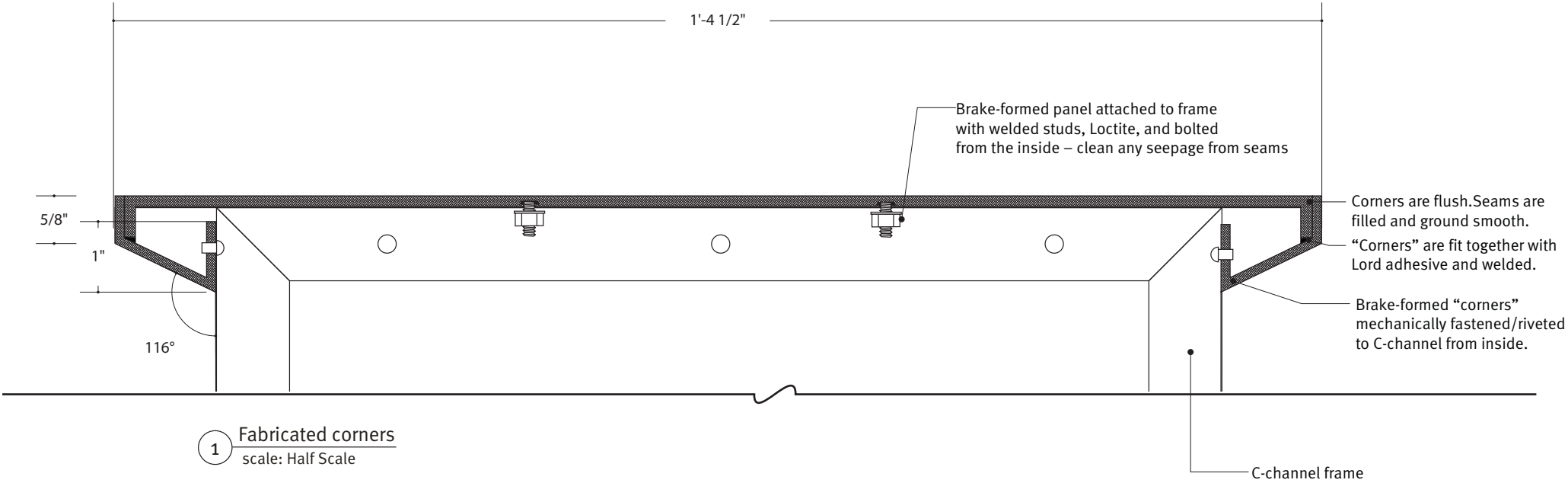


2 Section A-A
scale: 1 1/2"=1'-0"

Note: DO NOT direct bury. Add weep holes to bottom of sign.

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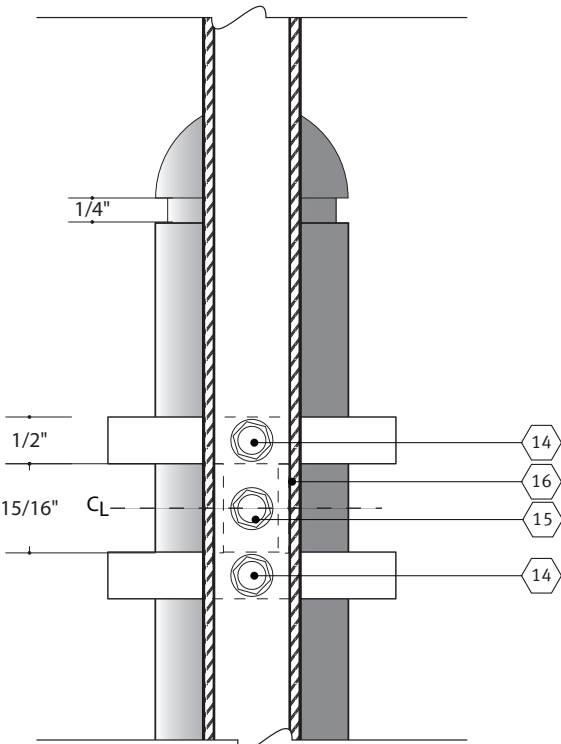
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Date 12.11.19	Revisions	Scale As Noted



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The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.11.19		As Noted

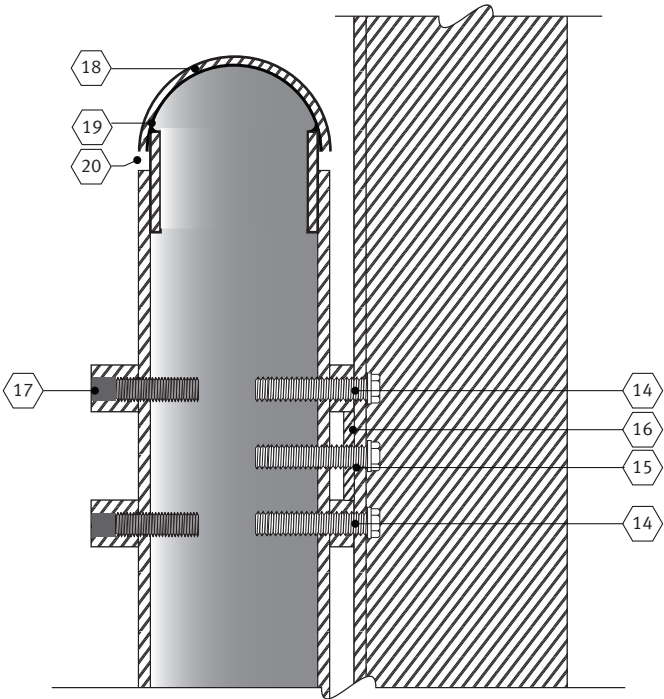
Note: Loctite should be applied to all mechanical connections.



4

Section D-D

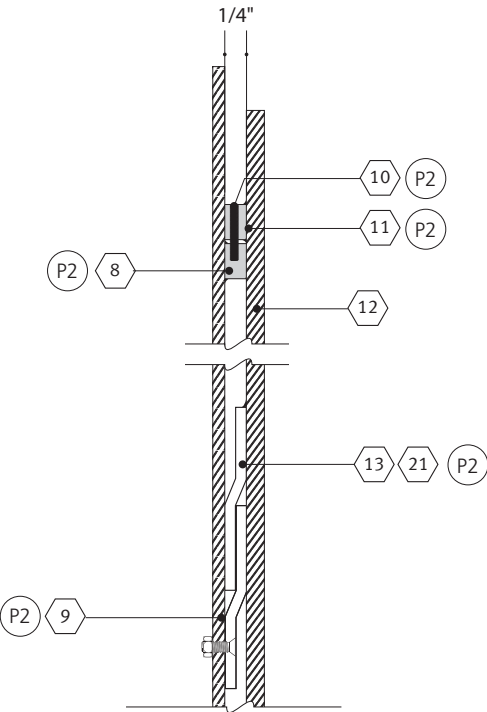
scale: Half Scale



3

Section B-B

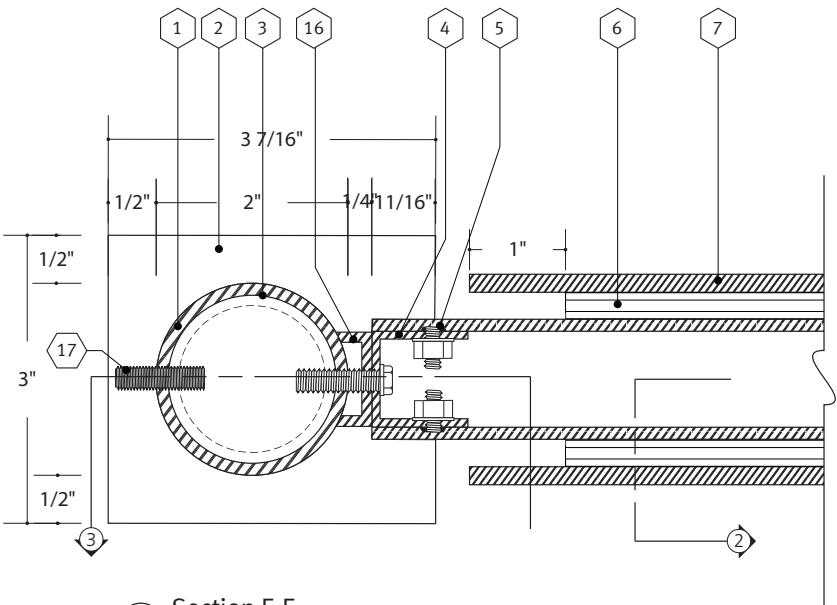
scale: Half Scale



2

Section C-C

Scale: Half Scale



1

Section E-E

scale: Half Scale

- 1

2" diameter aluminum post
- 2

Decorative plates water jet cut from 1/2" thick aluminum,painted front, back, and edges. All edges to be smooth.
- 3

1 1/2" diameter inner tube
- 4

1" C-channel frame, mitered corners
- 5

Core panels/cladding attached to frame with welded studs, Loctite, and bolted from the inside – clean any seepage from seams
- 6

Z-clips, inset 1" from message panel on all sides
- 7

3/16" removable message panel mounted to cabinet with Z-clips, allowing changeability
- 8

Aluminum bar welded to cabinet, match depth of z-clip hardware
- 9

Z-clip mechanically fastened to cabinet
- 10

Countersunk tamper resistant set screws
- 11

Aluminum bar welded to back of message panel, inset 1" from sides of message panel tapped to accept set screws, match depth of z-clip hardware
- 12

3/16" message panel, paint front, back, and edges
- 13

Z-Clip welded to back of message panel
- 14

1/4"-20 thread hex head screw fastened through C-Channel frame to secure decorative plate and pole
- 15

1/4"-20 thread hex head screw fastened through C-Channel frame to secure c-channel and pole
- 16

C-Channel is mechanically fastened to sign core, aluminum spacer, and pole.
- 17

Decorative plates are secured to pole with set screws and filled, ground smooth
- 18

2" OD Sharpe Domed Cap attached with Lord's adhesive. See typical details page 3.51
- 19

1 1/2" tube is welded to dome cap
- 20

1/4" reveal
- 21

Monarch heavy duty MFSS Z-clips are welded in place to attach message panel to core. See page 6.11 for more details.

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Client/Project		Project No.
The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.11.19		As Noted

ST26 – Pedestrian Directional

Typography

F1 – Set at 10 ems

Note: Front, back, and edges of
all components to be painted
and clear coated.

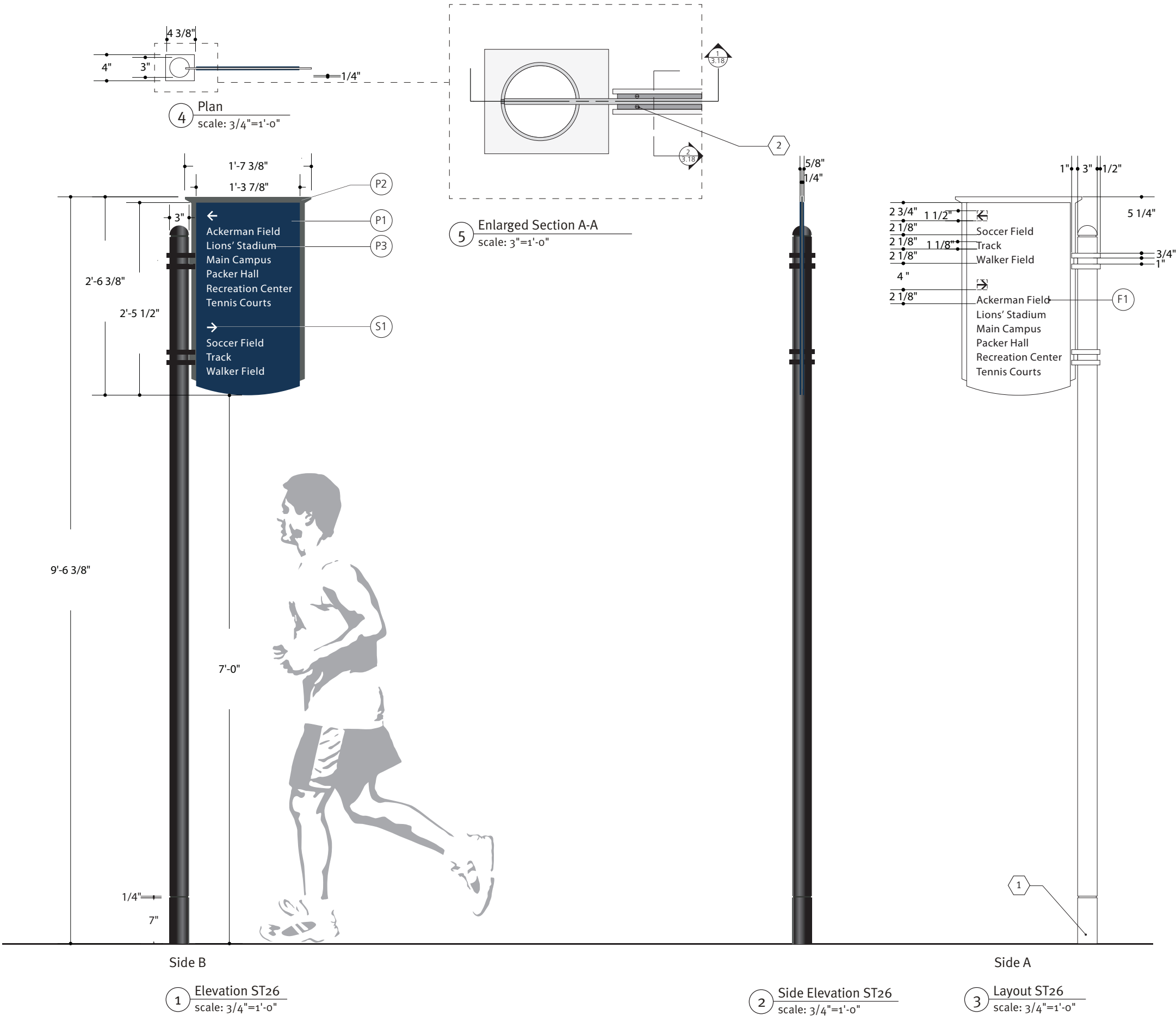
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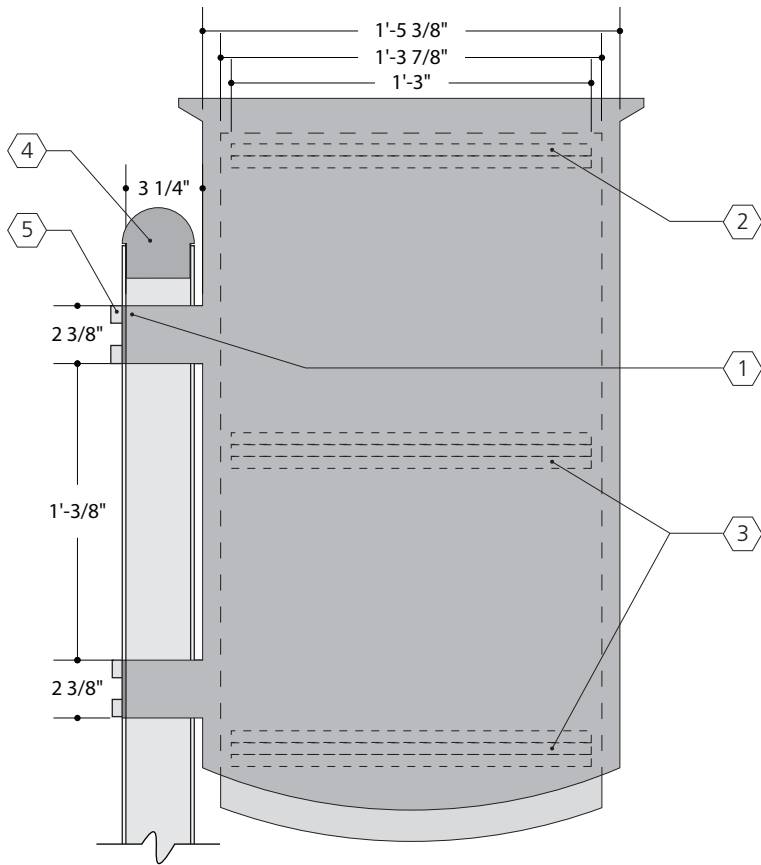
Concrete footing (see typical footer detail on page 3.49)
- 2

Aluminum barstock is welded to core and message panels and provides secure attachment with tamper-proof fasteners

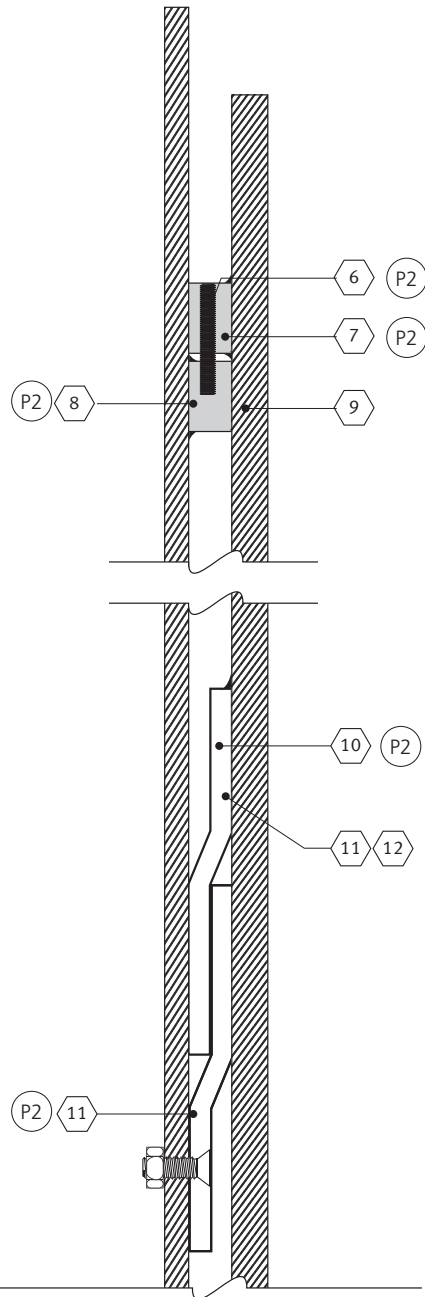
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Date 12.11.19	Revisions	Scale As Noted





1 Section B-B
scale: 1 1/2"=1'-0"



2 Section C-C
Scale: Half Scale

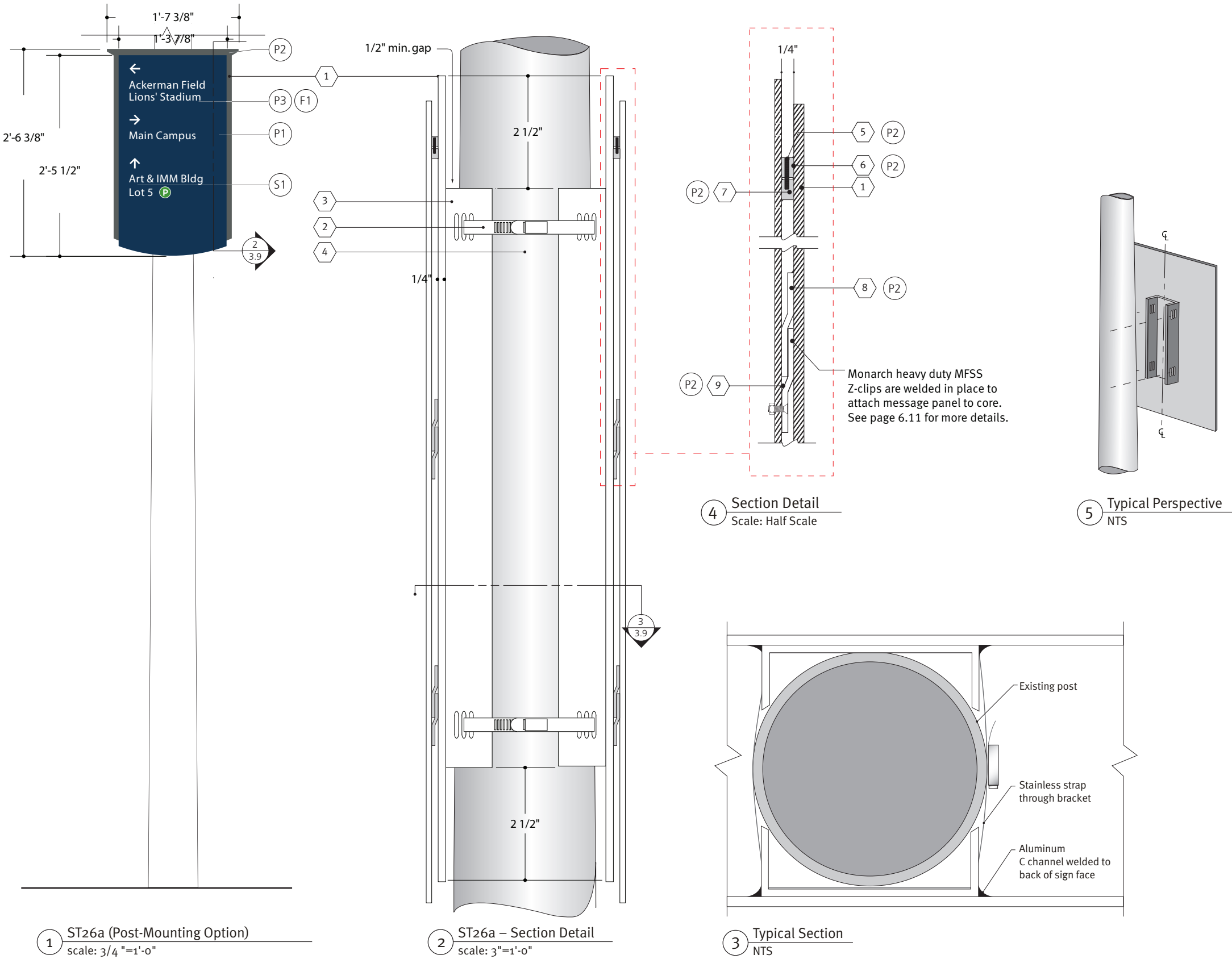
- 1 Cut core panel with tabs is inserted into slotted post and plug welded in place
- 2 Aluminum barstock is welded to core and message panels and provides secure attachment with tamper-proof fasteners
- 3 Z-clips are welded in place attach message panels to core (see details next page)
- 4 Aluminum post cap attached with Lord's adhesive. See typical details page 3.51
- 5 Waterjet cut decorative plates are fastened in place
- 6 Countersunk tamper resistant set screws
- 7 Aluminum bar welded to back of message panel, inset 1" from sides of message panel tapped to accept set screws, depth to match z-clip hardware
- 8 Aluminum bar welded to cabinet , depth to match z-clip hardware
- 9 3/16" message panel, paint front, back, and edges
- 10 Z-Clip welded to back of message panel
- 11 Z-clip mechanically fastened to cabinet
- 12 Monarch heavy duty MFSS Z-clips are welded in place to attach message panel to core. See page 6.11 for more details.

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Date 12.11.19	Revisions	Scale As Noted

ST26a– Pedestrian Directional (pole-mtd)

Note: This bracket design is for a typical tapered alum light post. Fabricator must verify conditions of existing project related light posts before building brackets



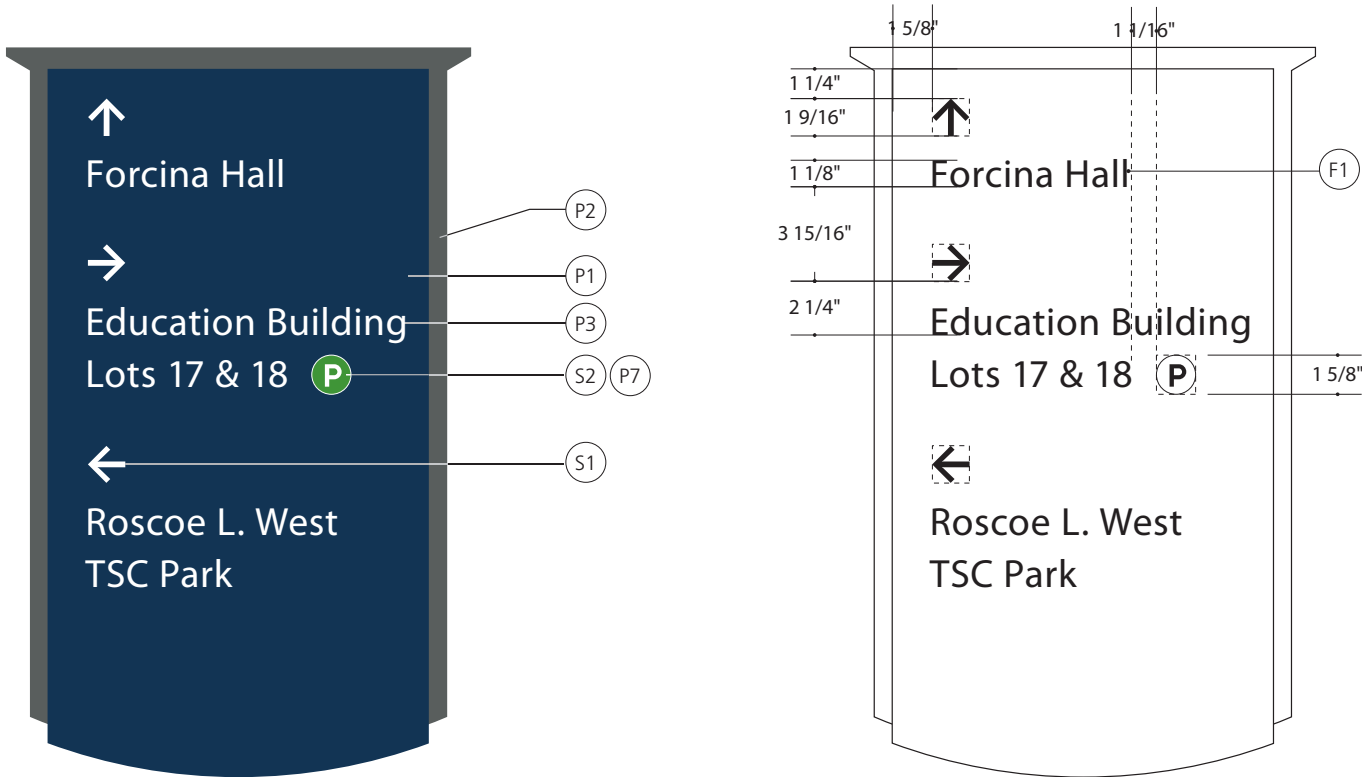
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Date 12.11.19	Revisions	Scale As Noted

ST26 – Pedestrian Directional

Typography

F1 – Set at 10 ems



1 ST26 - Typical Layout
scale: 1 1/2"=1'-0"

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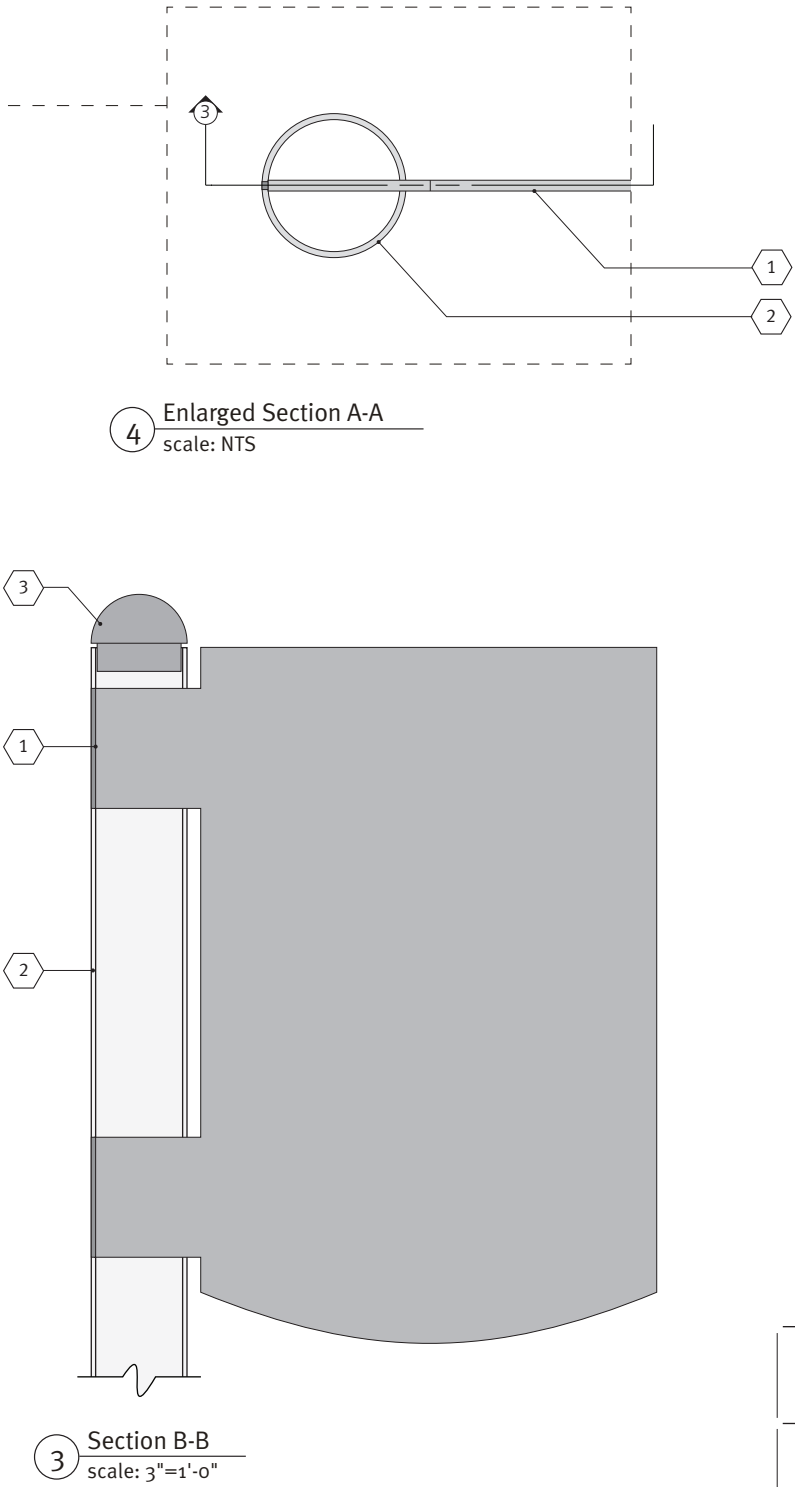
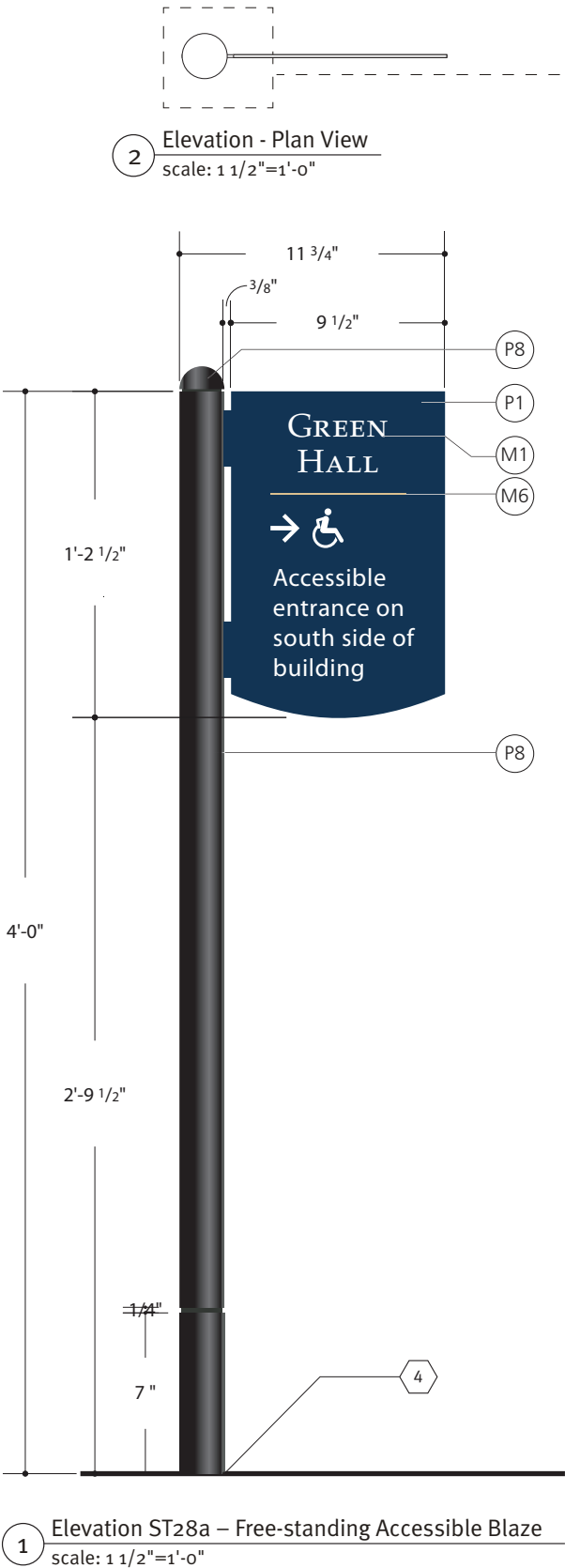
Client/Project		Project No.
The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.11.19		As Noted

ST28a/c – Accessible Blaze (free-standing)

ST28a–Accessible Blaze (free-standing)

Note: Front, back, and edges of all components to be painted and clear coated.

- 1 Cut core panel with tabs is inserted into slotted post and plug welded in place
- 2 2" dia. aluminum tube w/ routed slot for pass-thru of core panel tabs
- 3 Aluminum post cap, see typical details page 3.51
- 4 Concrete installation (see typical footer detail on page 3.61)



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CONDITIONS IN FIELD PRIOR TO SHOP DRAWINGS

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

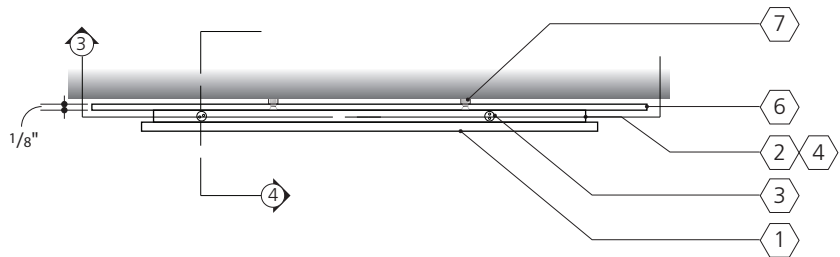
ST28b – Accessible Blaze (wall-mtd)

3.29

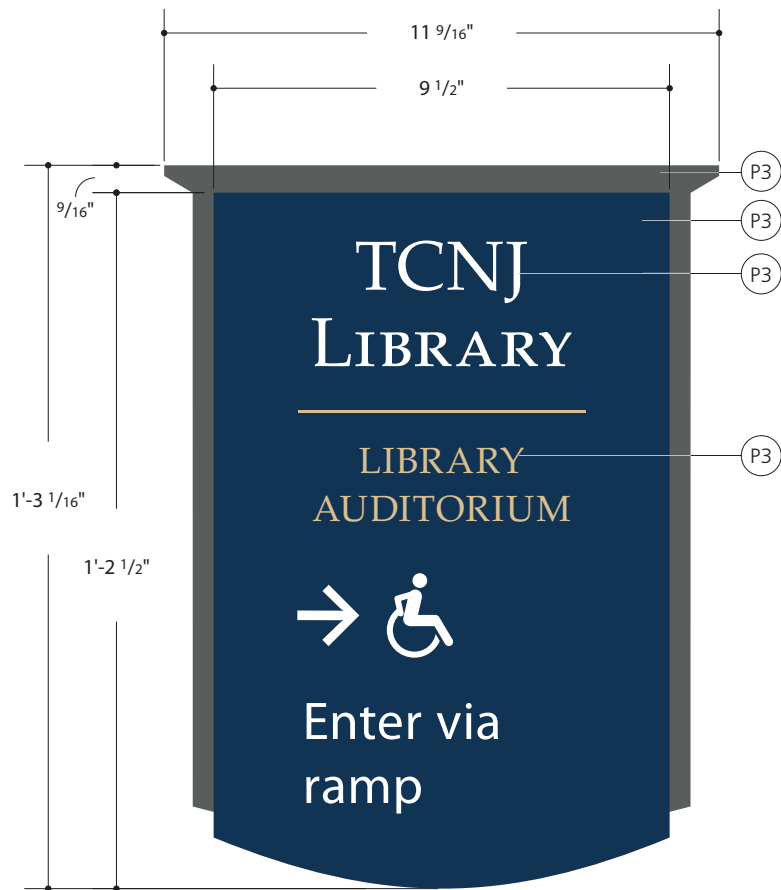
SIGN TYPES

ST28b – Accessible Blaze (wall-mtd)

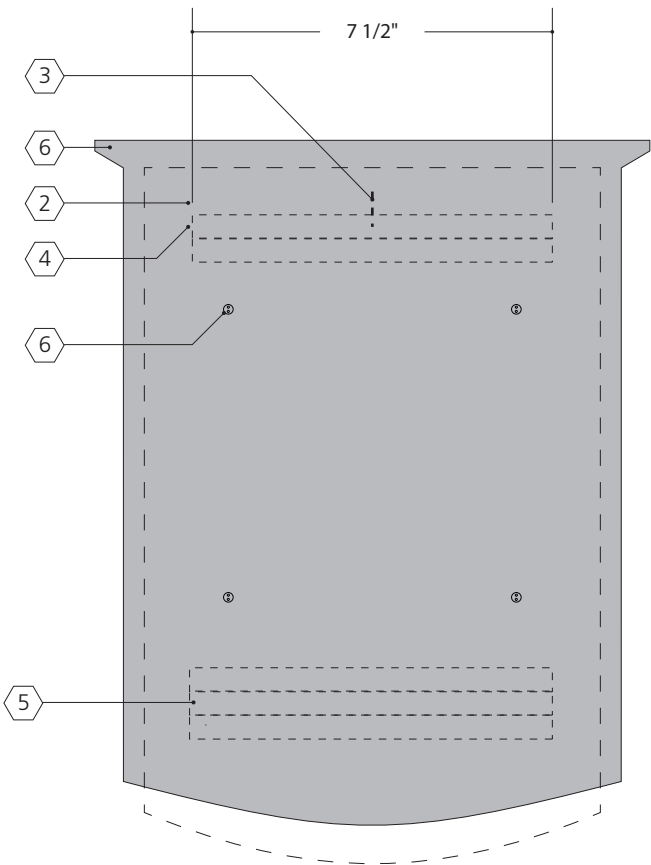
Note: Front, back, and edges of all components to be painted and clear coated.



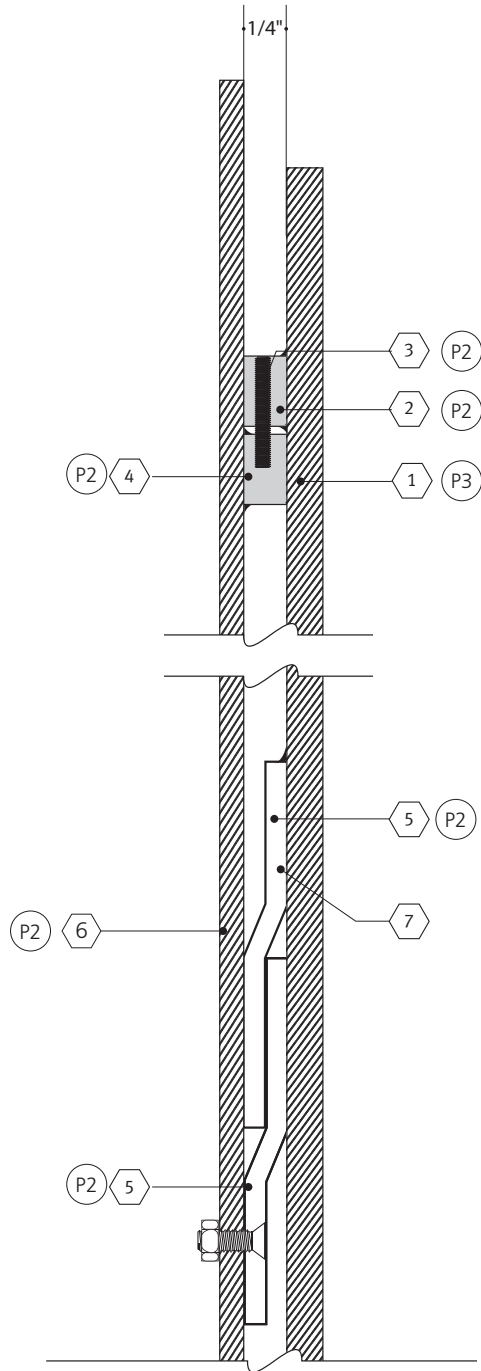
2 Section - Plan View - ST28b
scale: 3"=1'-0"



1 Elevation ST28b - Wall Mounted Accessible Blaze
scale: 3"=1'-0"



3 Section B-B
scale: 3"=1'-0"

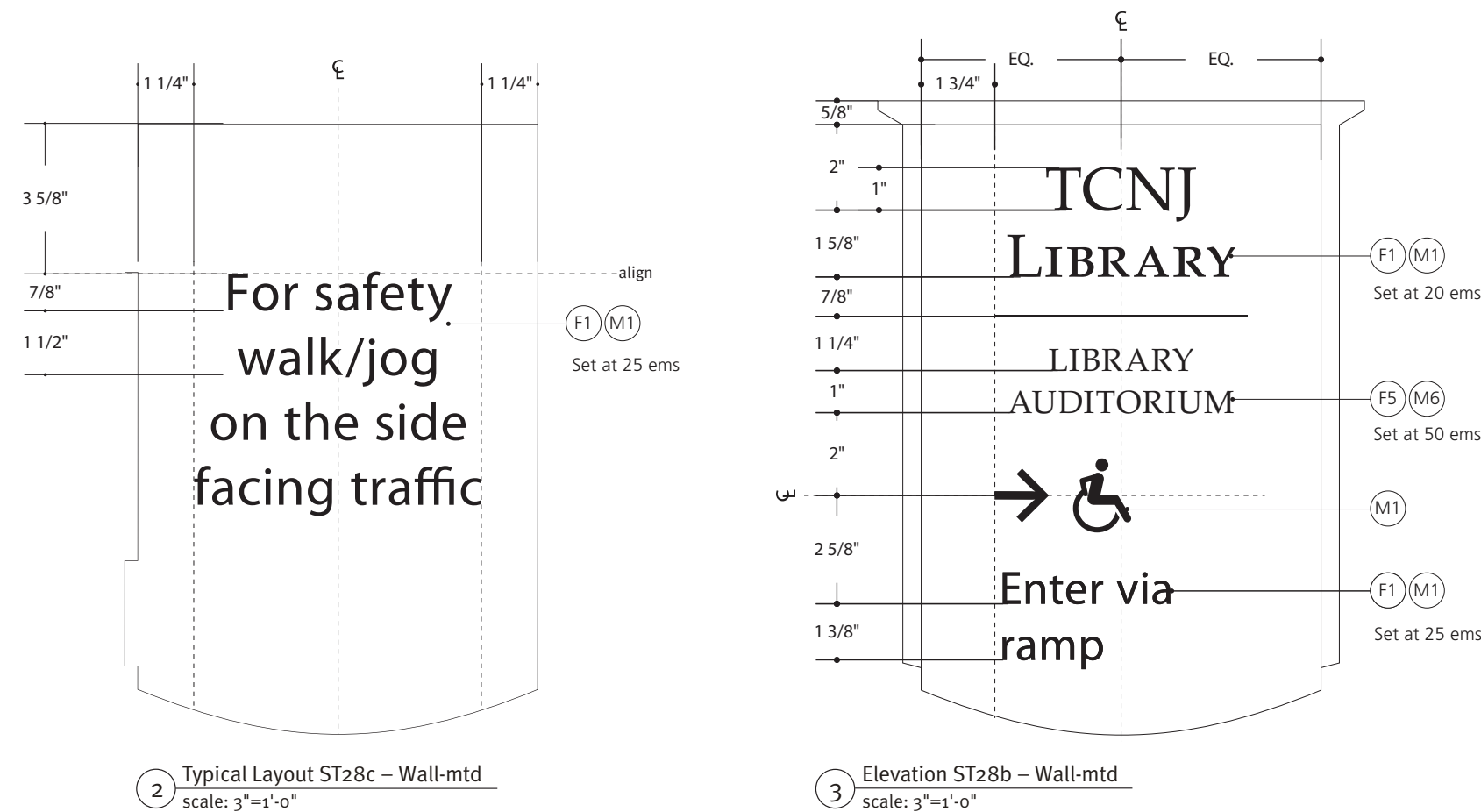
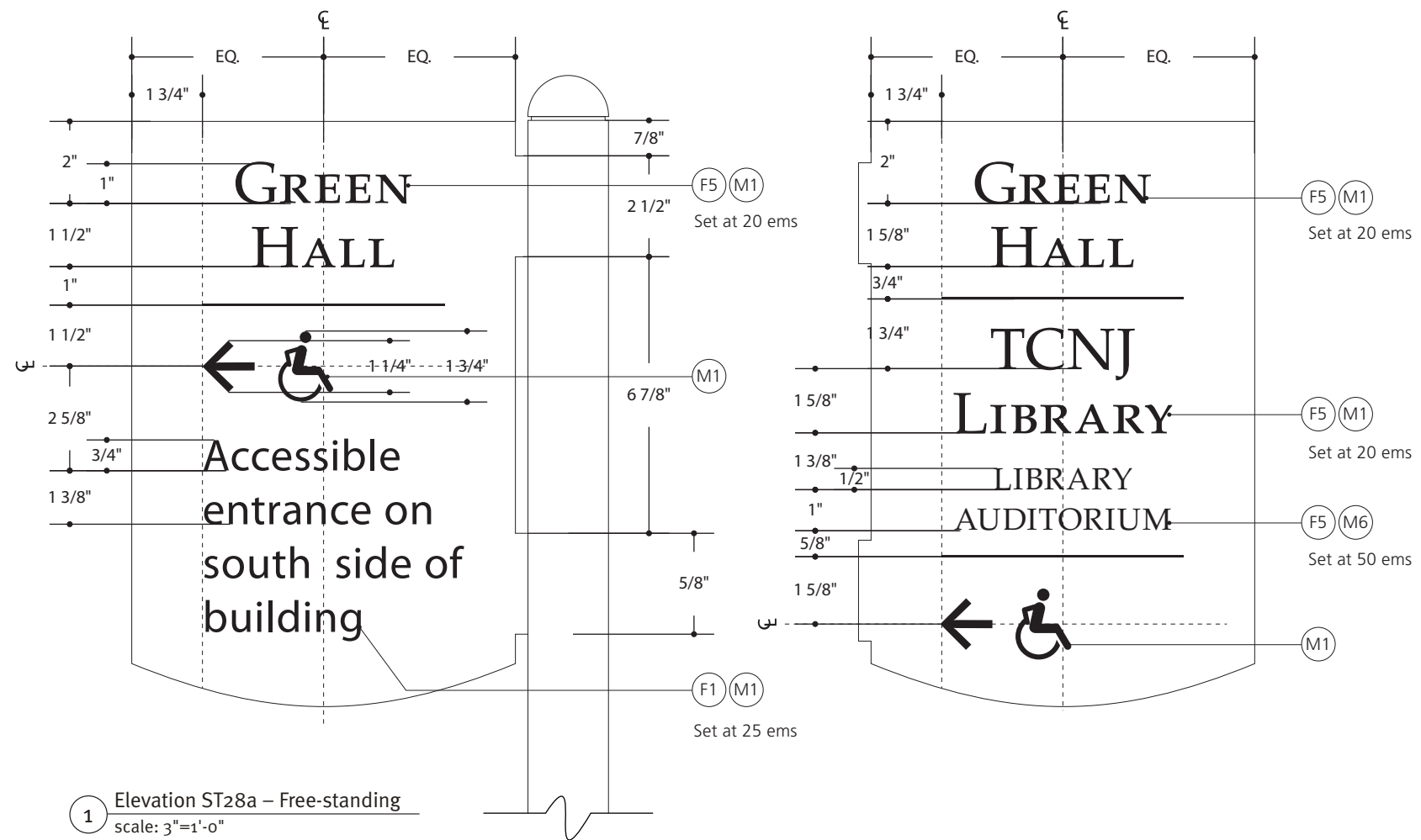


2 Section C-C
Scale: Full Scale

- 1 3/16" thick aluminum faceplate - typical
- 2 Aluminum barstock welded to back of faceplate, depth to match z-clip hardware
- 3 Countersunk tamper resist flathead spanner
- 4 Aluminum barstock welded to face of core, depth to match z-clip hardware
- 5 Z-clip(s) are welded in place attach faceplate to core
- 6 aluminum core - thickness varies by sign type
- 7 Wall Fastener - use appropriate fastener + anchor for wall surface, flathead + countersunk to core. Use 1/8" spacer to create offset from wall surface. Silicone seal all wall penetrations.
- 8 Monarch heavy duty MFSS Z-clips are welded in place to attach message panel to core. See page 6.11 for more details.

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Date 12.11.19	Revisions	Scale As Noted



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Date 12.11.19	Revisions	Scale As Noted

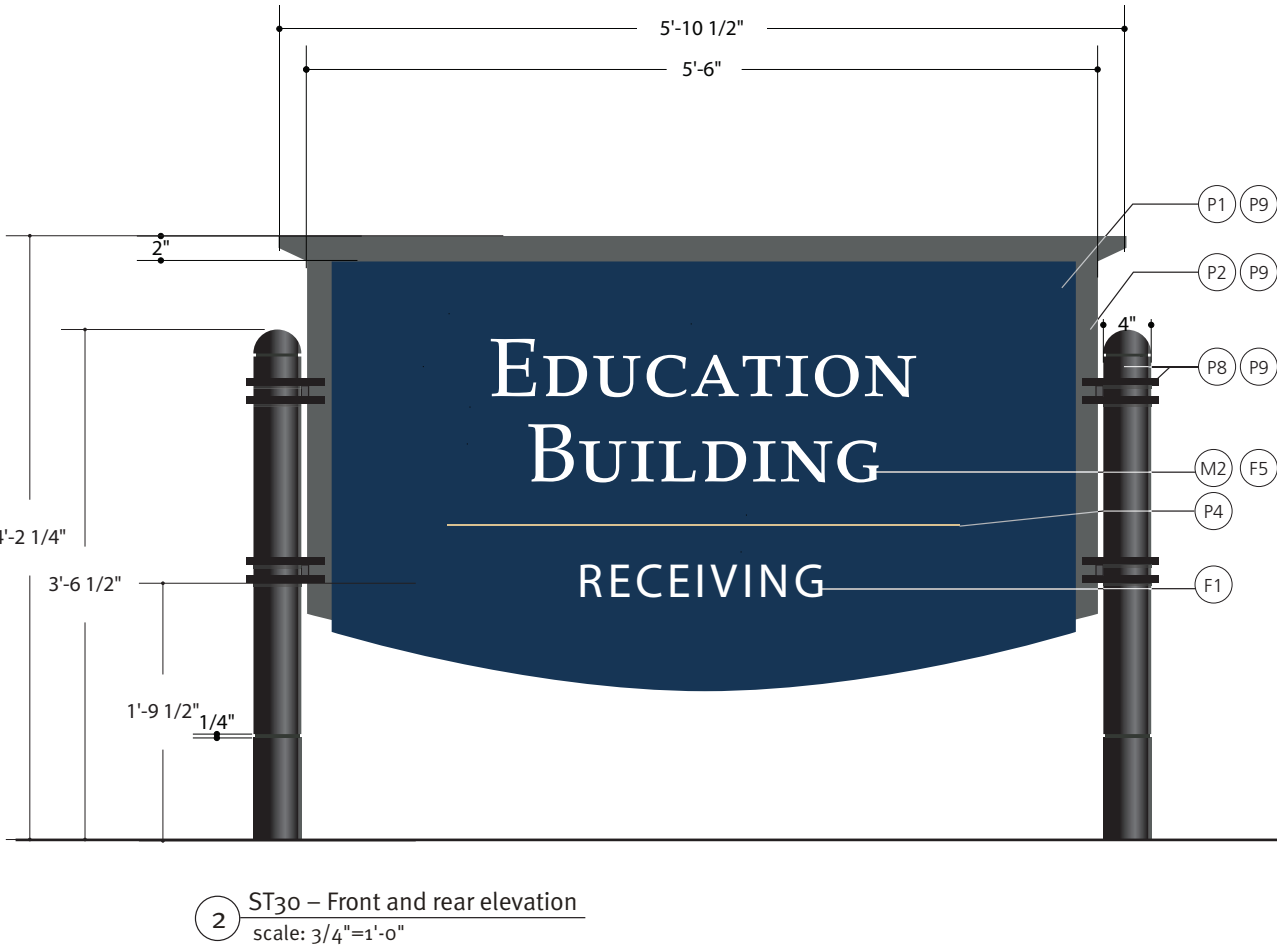
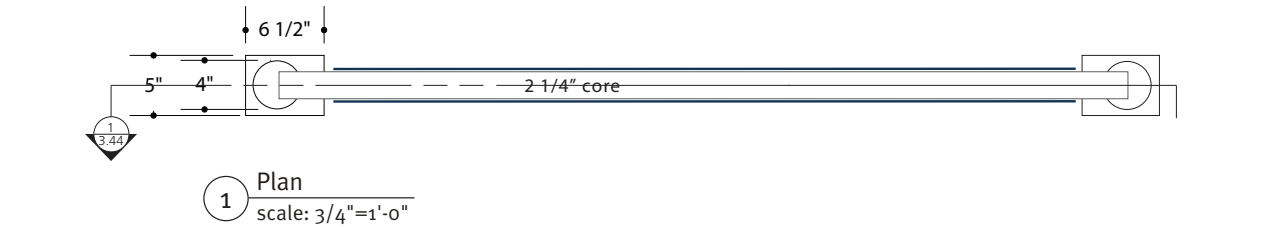
ST30 – Building ID (vehicular)

3-31

SIGN TYPES

ST30 – Building ID (vehicular)

Note: Front, back, and edges of all components to be painted and clear coated.



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Date 12.11.19	Revisions	Scale As Noted

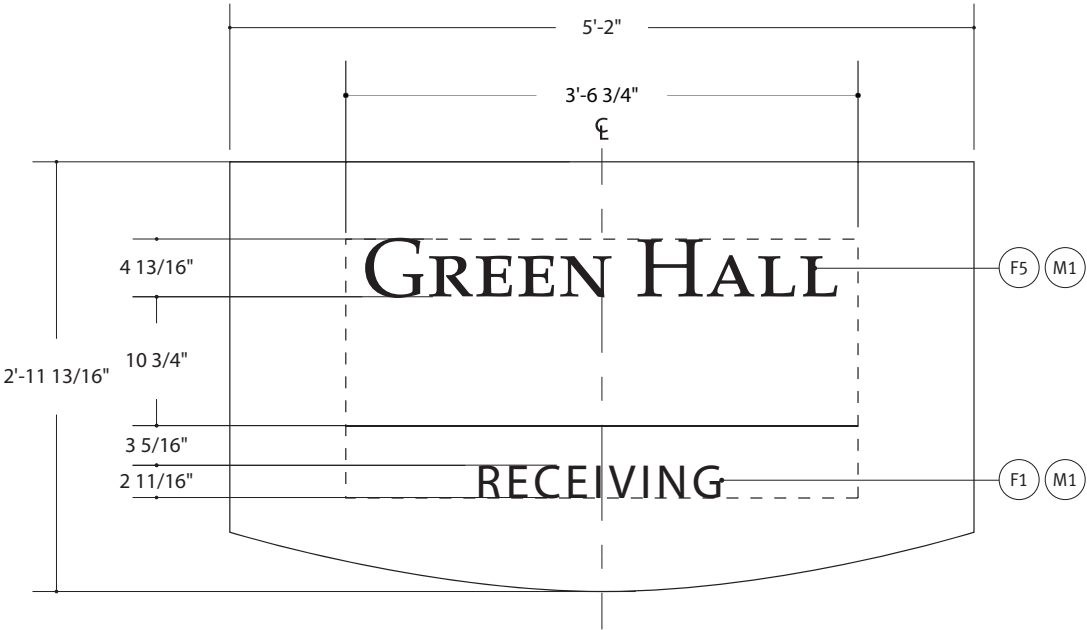
Typography

F1 – Set at 50 ems

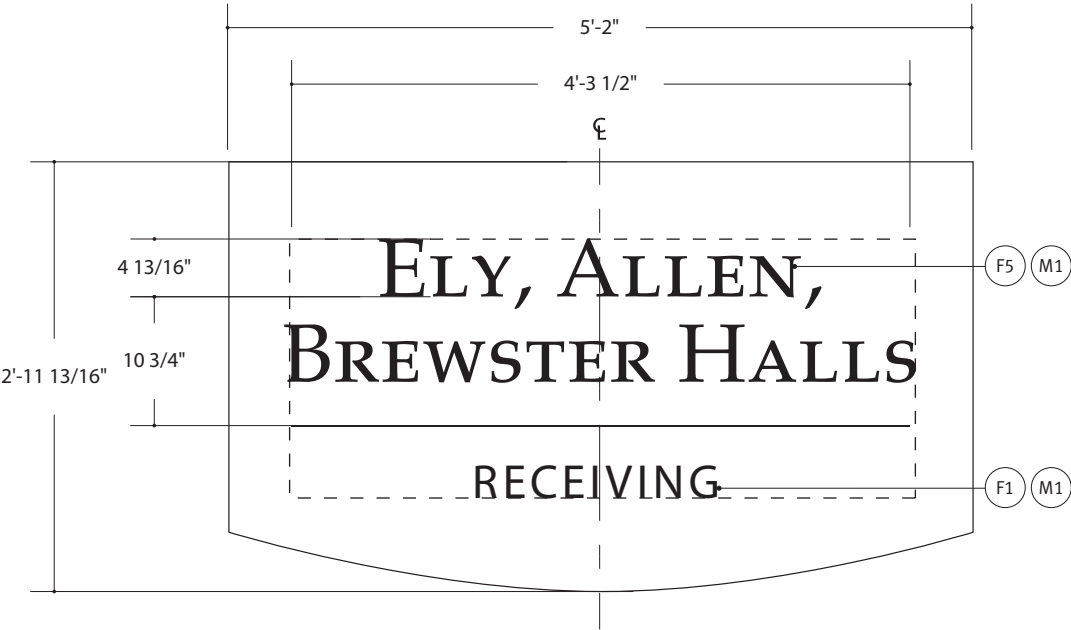
F1 – Set at 10 ems

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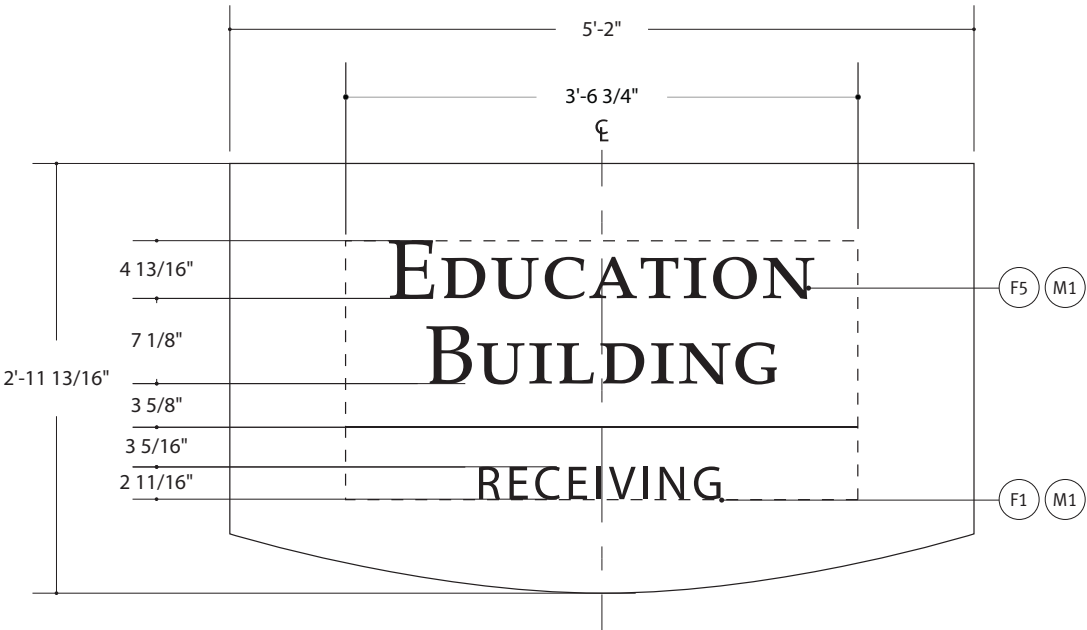
Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted



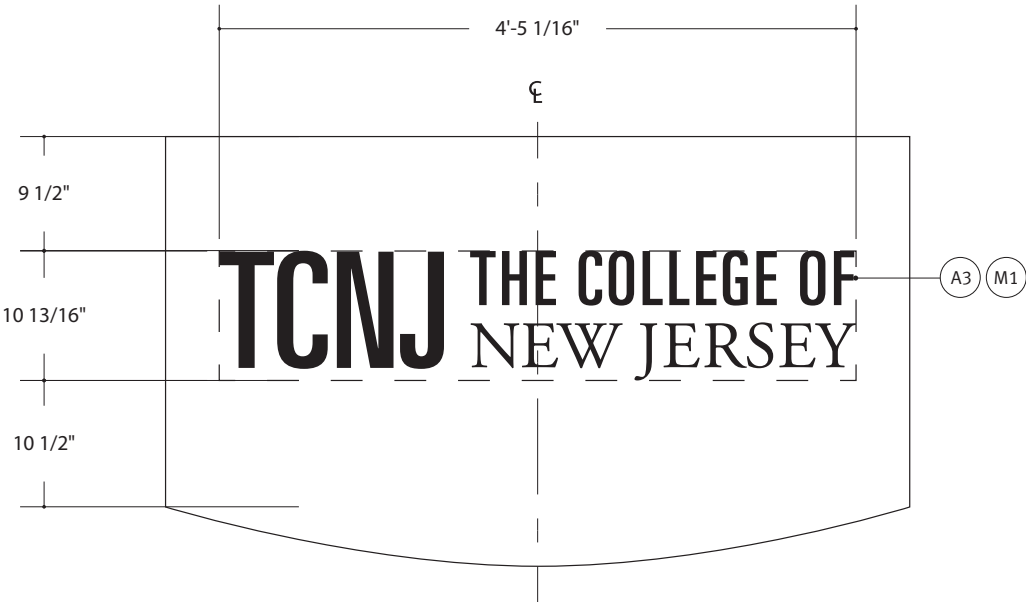
1 Typical Layout – 1 Line
scale: 3/4"=1'-0"



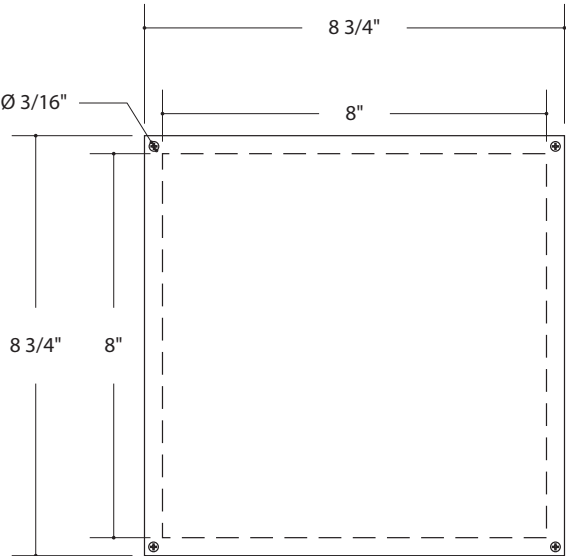
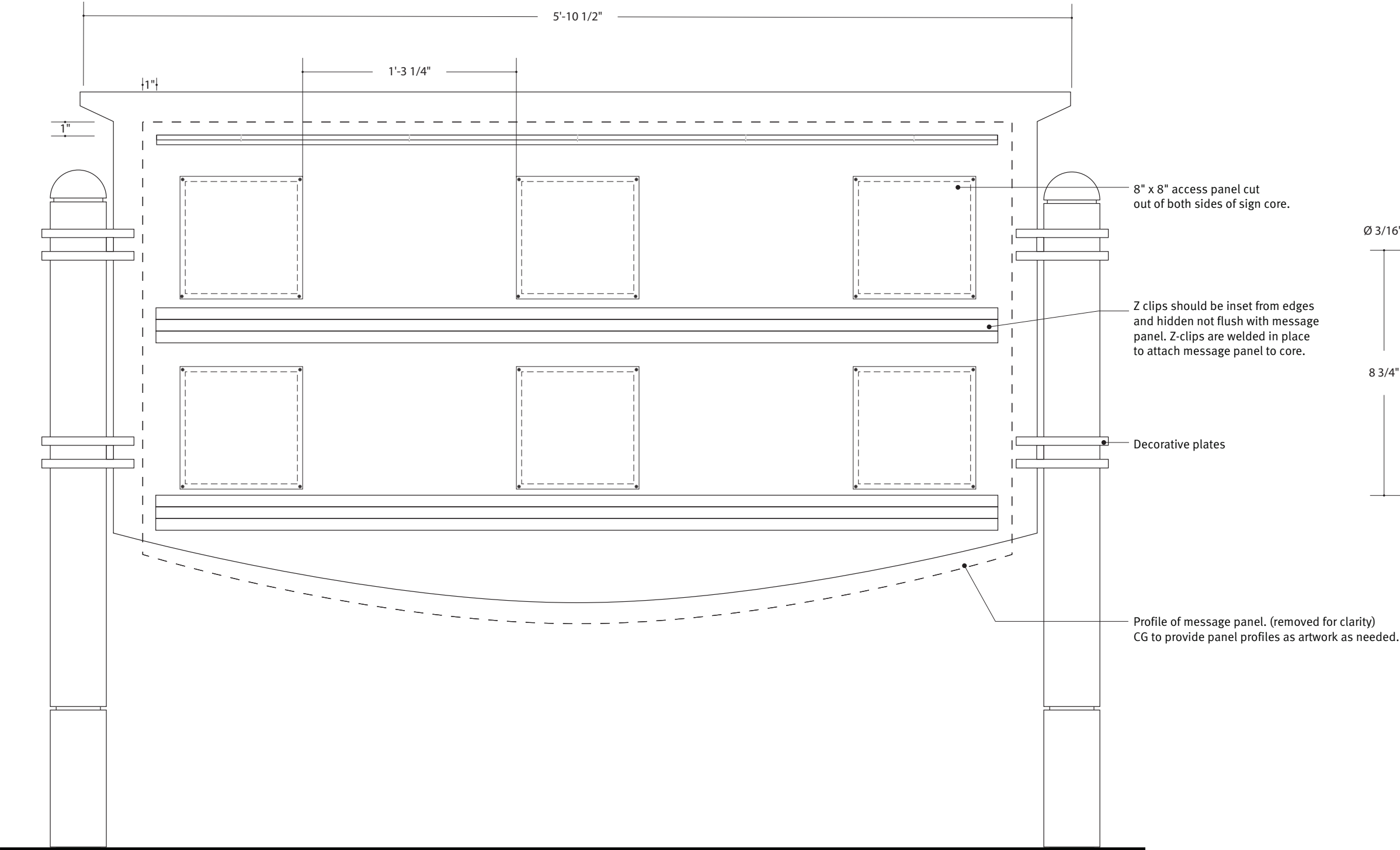
4 Typical Layout - wide
scale: 3/4"=1'-0"



2 Typical Layout – 2 Lines
scale: 3/4"=1'-0"



3 Typical Layout – Secondary Gateway
scale: 3/4"=1'-0"

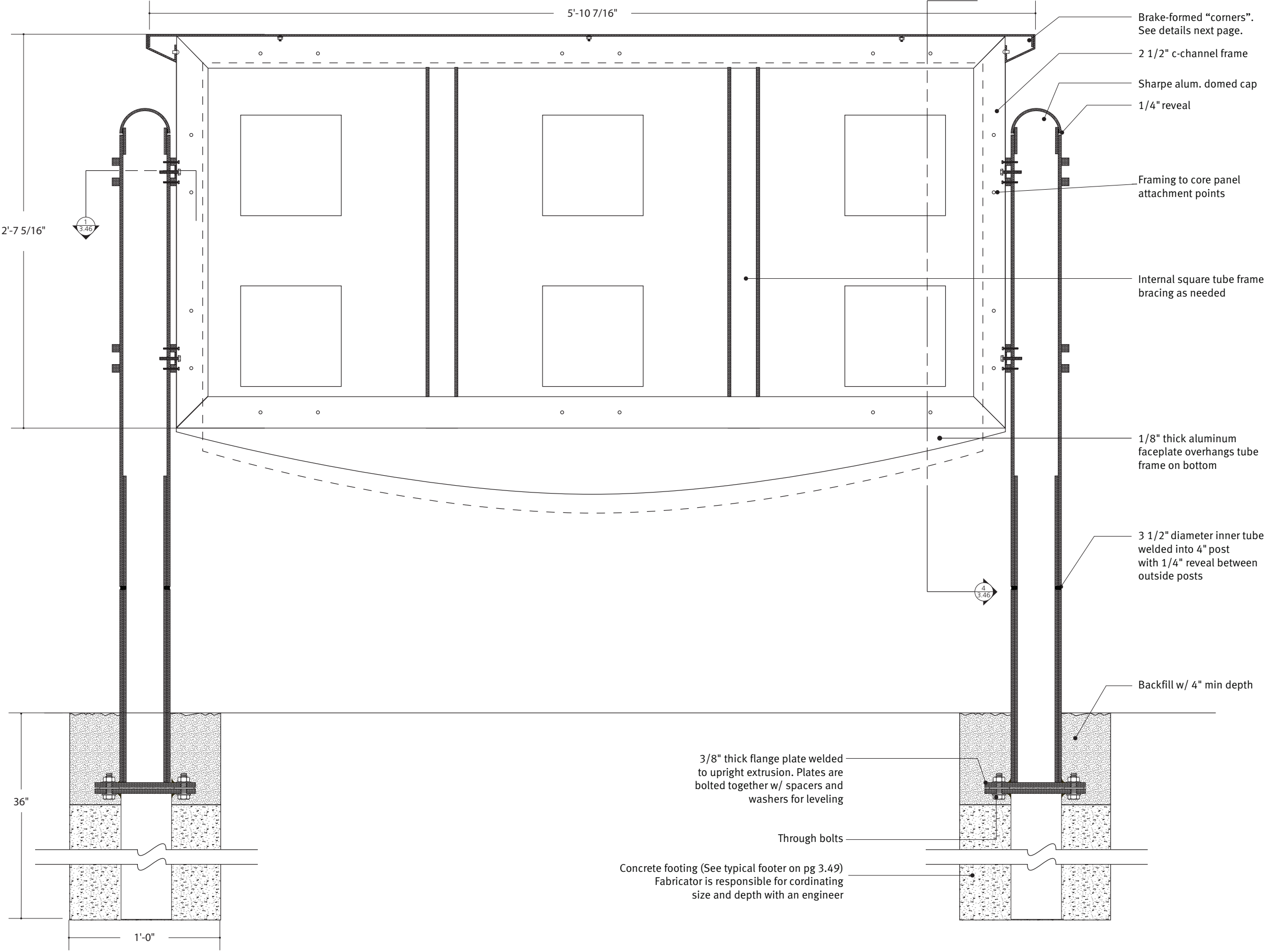


2 Access Panels Details
scale: 3"=1'-0"

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Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

1 Elevation Front and Back: Z clips and access panels
scale: 1 1/2"=1'-0"



3-34

CONSTRUCTION DRAWINGS

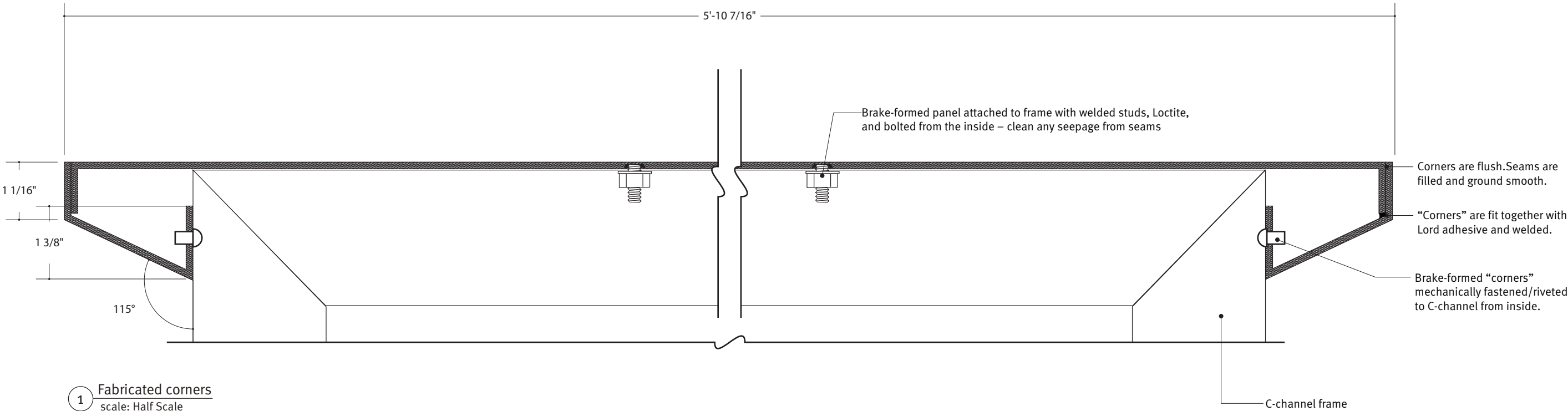
ST30 – Building ID

Note: DO NOT direct bury. Add weep holes to bottom of sign.

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Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

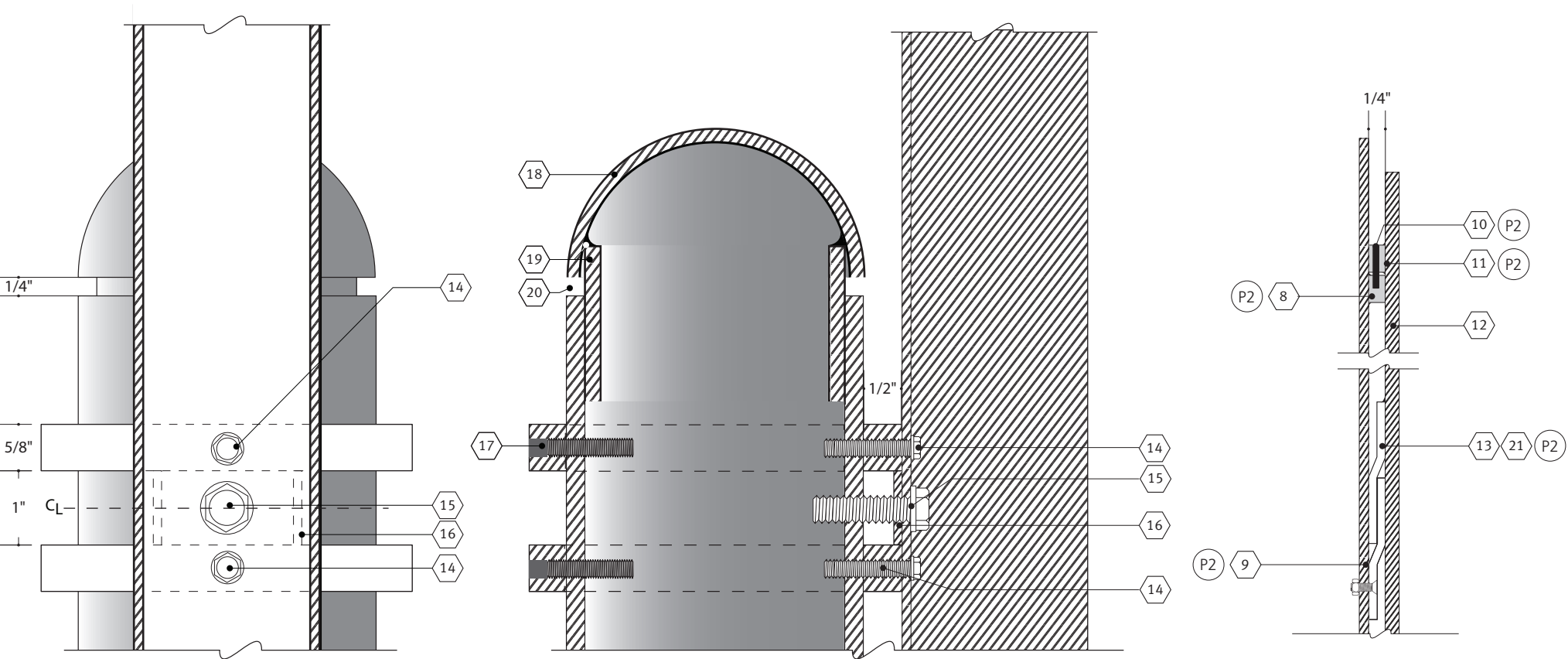
1 Section A-A
scale: 1 1/2"=1'-0"



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Date 12.11.19	Revisions	Scale As Noted

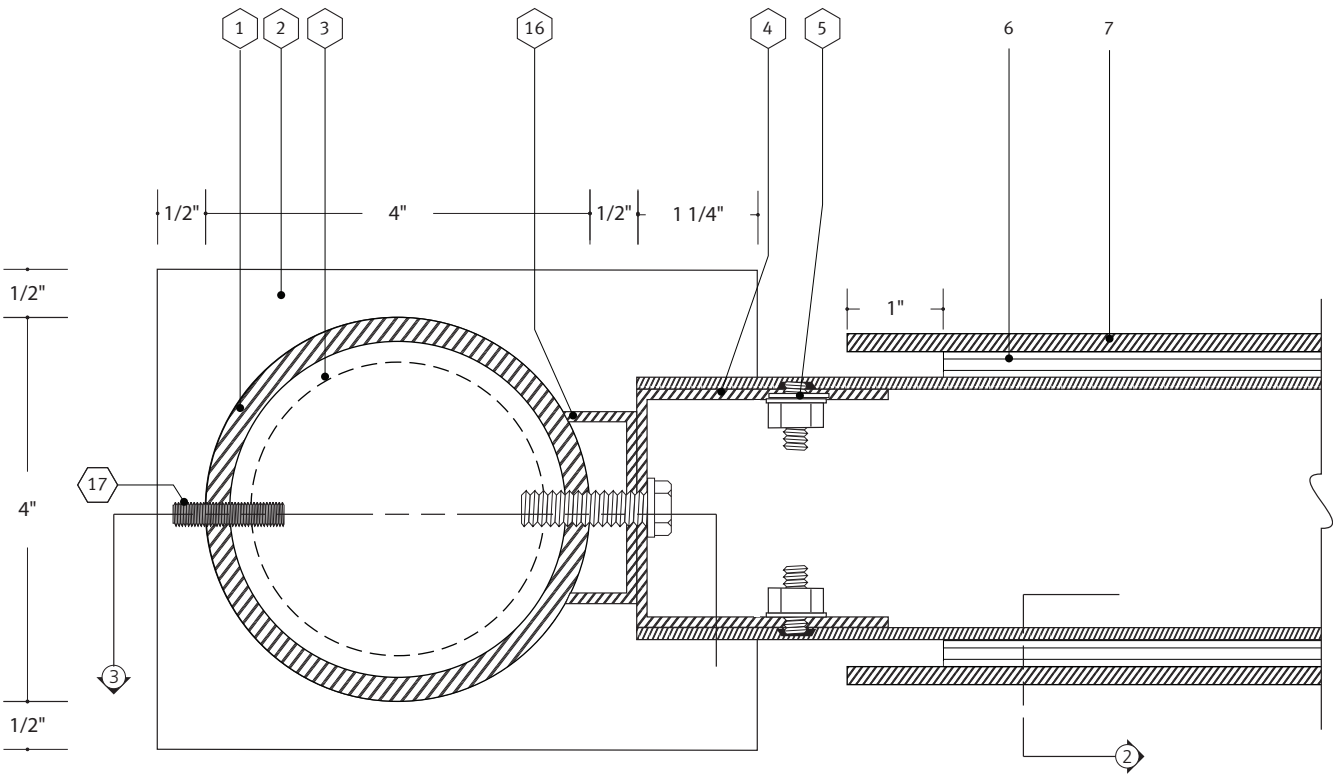
Note: Loctite should be applied to all mechanical connections.



4 Section D-D
scale: Half Scale

3 Section B-B
scale: Half Scale

3 Section C-C
Scale: Half Scale



1 Section E-E
scale: Half Scale

- 1 4" diameter aluminum post
- 2 Decorative plates water jet cut from 5/8" thick aluminum, painted front, back, and edges. All edges to be smooth.
- 3 3 1/2" diameter inner tube
- 4 2 1/2" C-channel frame, mitered corners
- 5 Core panels/cladding attached to frame with welded studs, Loctite, and bolted from the inside – clean any seepage from seams
- 6 Z-clips, inset 1" from message panel on all sides
- 7 3/16" removable message panel mounted to cabinet with Z-clips, allowing changeability
- 8 Aluminum bar welded to cabinet, depth to match z-clip hardware
- 9 Z-clip mechanically fastened to cabinet
- 10 Countersunk tamper resistant set screws
- 11 Aluminum bar welded to back of message panel, inset 1" from sides of message panel tapped to accept set screws, depth to match z-clip hardware
- 12 3/16" message panel, paint front, back, and edges
- 13 Z-Clip welded to back of message panel
- 14 1/4"-20 thread hex head screw fastened through C-Channel frame to secure decorative plate and pole
- 15 3/8" -16 thread hex head screw fastened through C-Channel frame to secure c-channel and pole
- 16 C-Channel is mechanically fastened to sign core, aluminum spacer, and pole.
- 17 Decorative plates are secured to pole with set screws and filled, ground smooth
- 18 4" OD Sharpe Domed Cap attached to post with Lord's adhesive. See typical details page 3.51
- 19 3 1/2" tube is welded to dome cap
- 20 1/4" reveal
- 21 Monarch heavy duty MFSS Z-clips are welded in place to attach message panel to core. See page 6.11 for more details.

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Date 12.11.19	Revisions	Scale As Noted

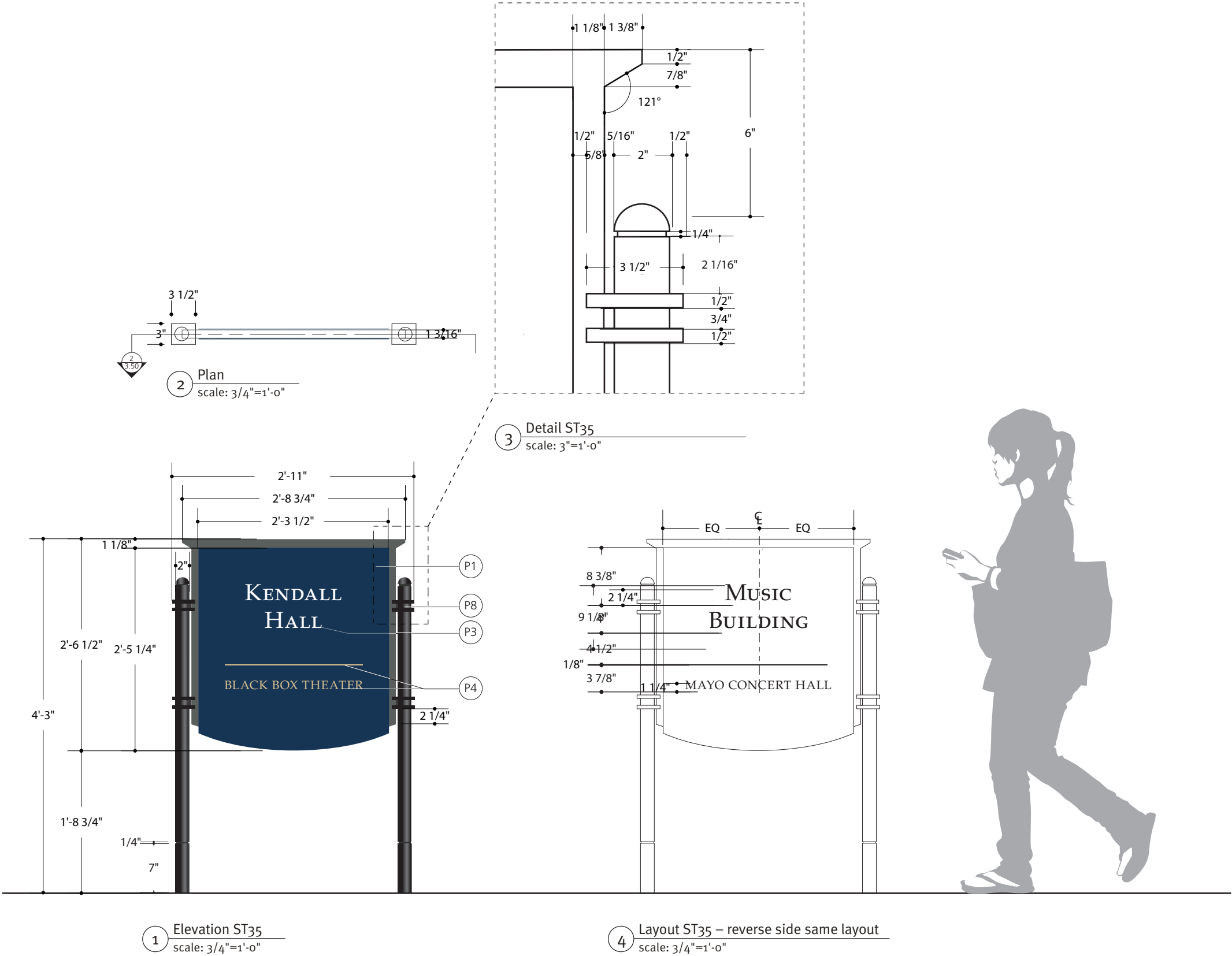
ST35 – Building ID (free-standing)

3-37

SIGN TYPES

ST35 – Building ID (free-standing)

Note: Front, back, and edges of all components to be painted and clear coated.



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CONDITIONS IN FIELD PRIOR TO SHOP DRAWINGS

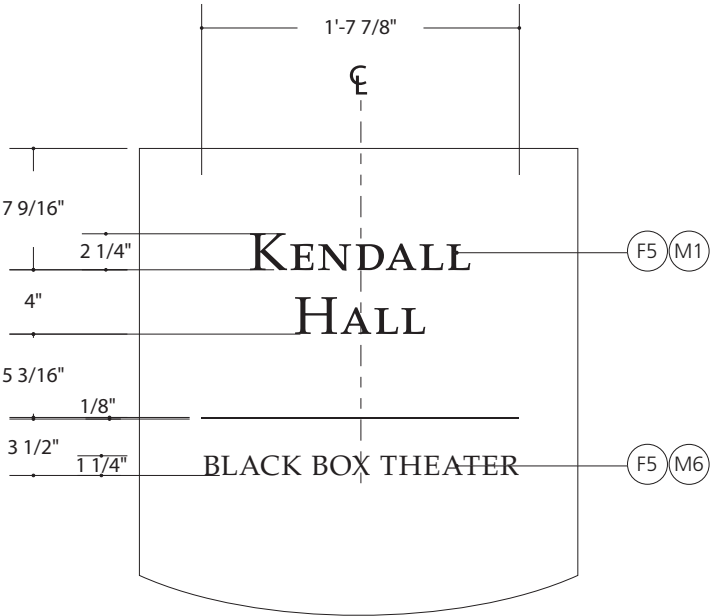
Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

ST35 – Building ID (free-standing)

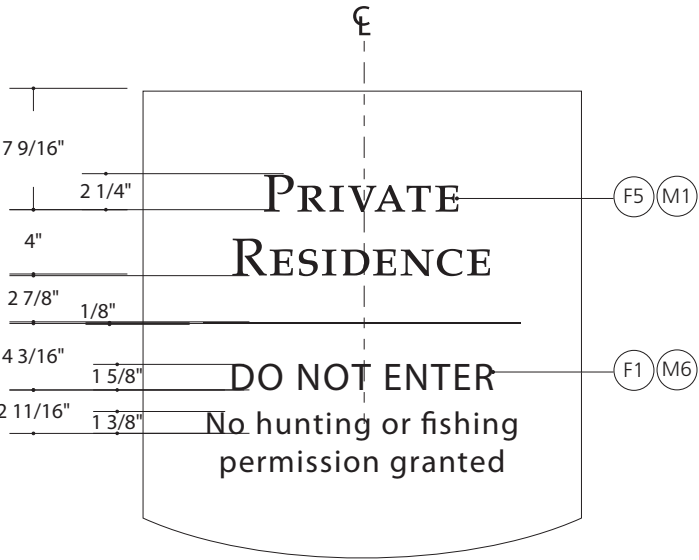
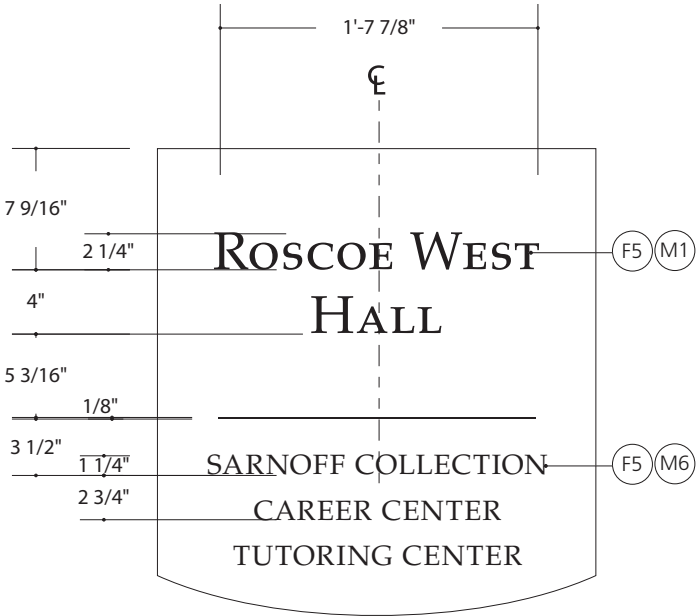
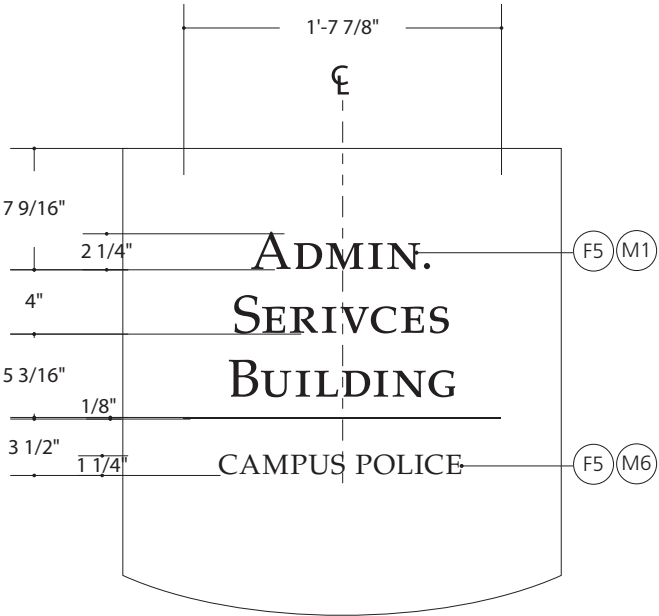
Typography
F1, F5 – Set at 50 ems

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Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted



1 Typical Layout
scale: 1"=1'-0"



2 Layout ST35-EXT-346
scale: 1"=1'-0"

ST35 – Building ID (free-standing)

- 1

6 3/4" x 6 3/4" access panel cut out of both sides of sign core.
- 2

Decorative plates
- 3

Z clips should be inset and hidden not flush with message panel. Z-clips are welded in place to attach message panel to core.
- 4

Profile of message panel. (removed for clarity)
CG to provide panel profiles as artwork as needed.
- 5

Brake-formed "corners". See details next page.
- 6

Sharpe alum. domed cap
- 7

1/4" reveal
- 8

Framing to core panel attachment points
- 9

Internal square tube frame bracing as needed
- 10

1" c-channel frame
- 11

1/8" thick aluminum faceplate overhangs tube frame on bottom
- 12

1 1/2" diameter inner tube welded into 2" post with 1/4" reveal between outside posts
- 13

Backfill w/ 4" min depth
- 14

3/8" thick flange plate welded to upright extrusion. Plates are bolted together w/ spacers and washers for leveling
- 15

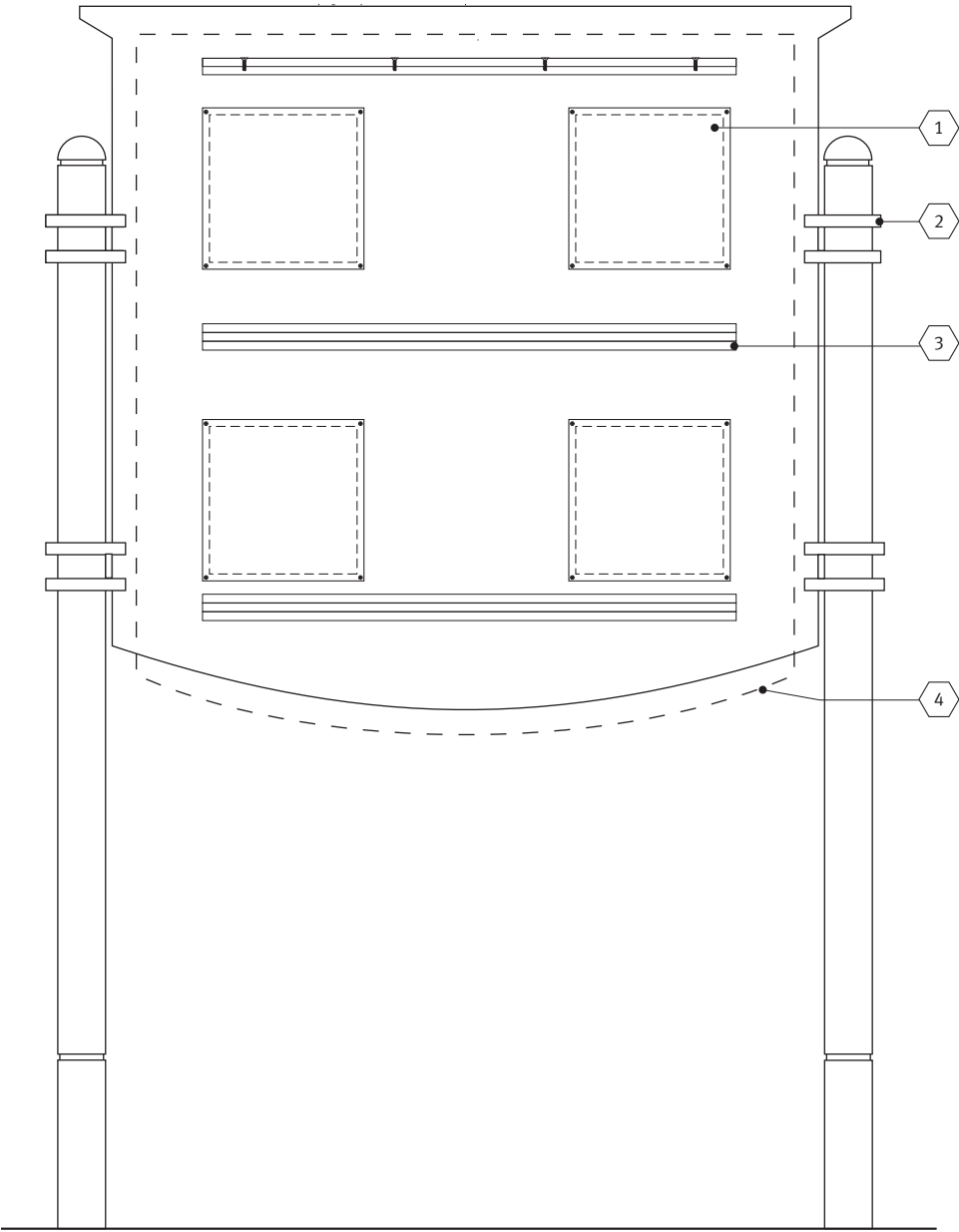
Through bolts
- 16

Concrete footing (See typical footer on pg 3.49)
Fabricator is responsible for coordinating size and depth with an engineer

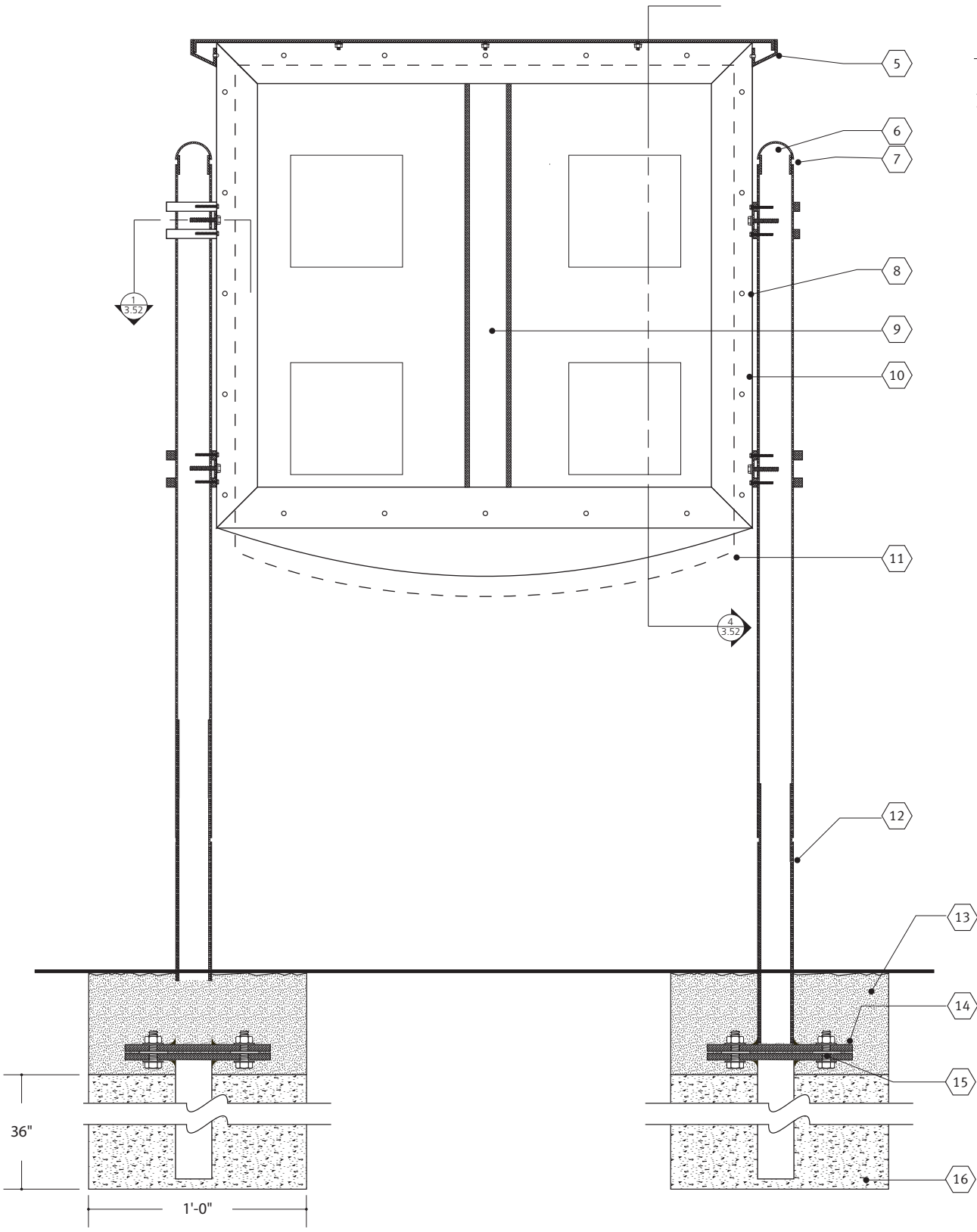
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CONDITIONS IN FIELD PRIOR TO SHOP DRAWINGS

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

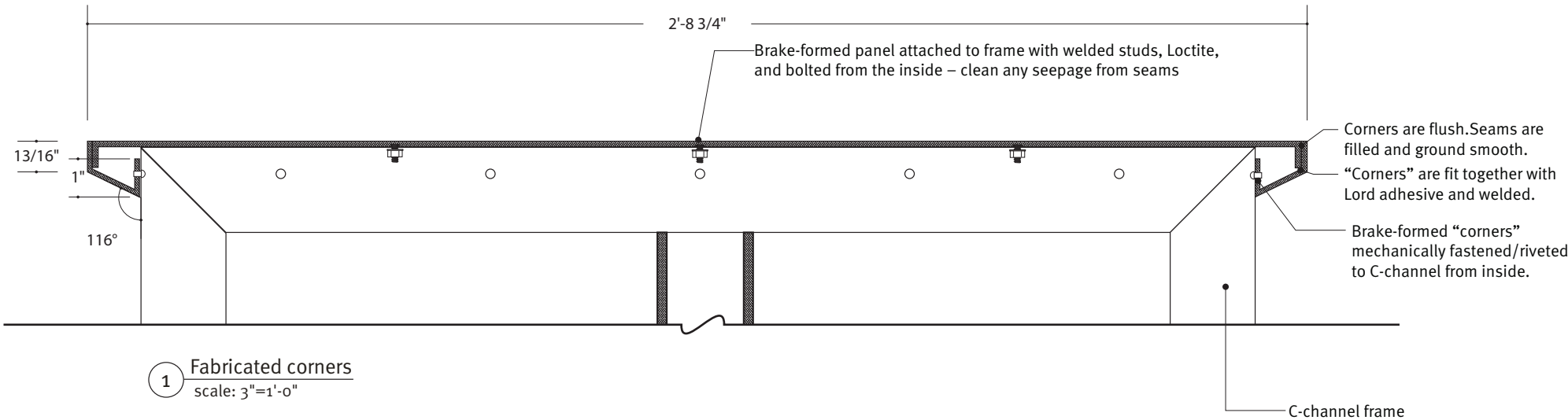
Note: DO NOT direct bury. Add weep holes to bottom of sign.



1 Elevation Front and Back: Z clips and access panels
scale:1 1/2"=1'-0"



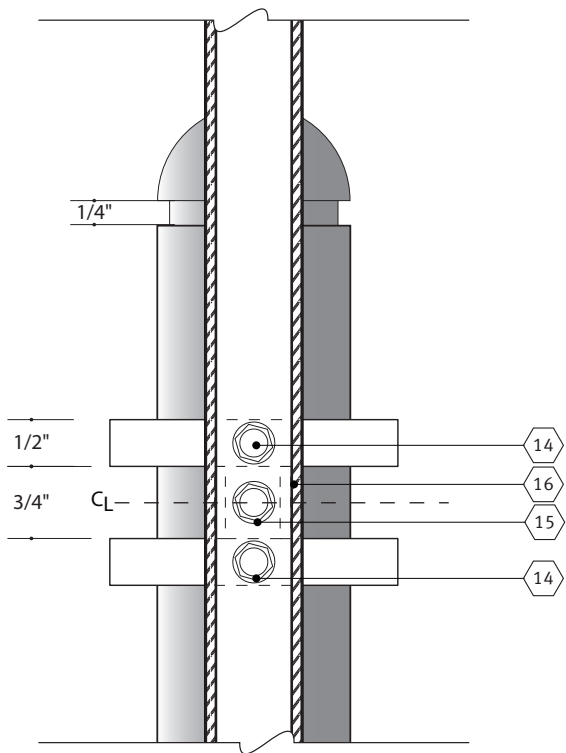
2 Section A-A
scale:1 1/2"=1'-0"



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Client/Project		Project No.
The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.11.19		As Noted

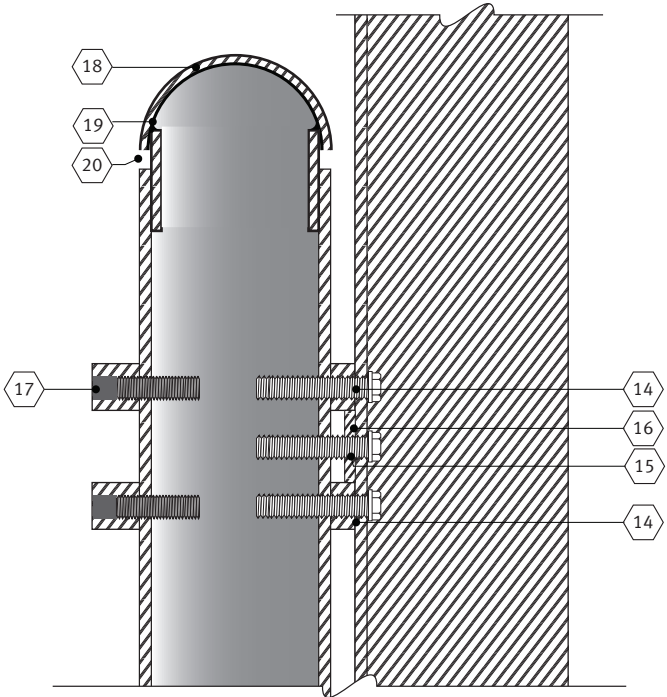
Note: Loctite should be applied to all mechanical connections.



4

Section D-D

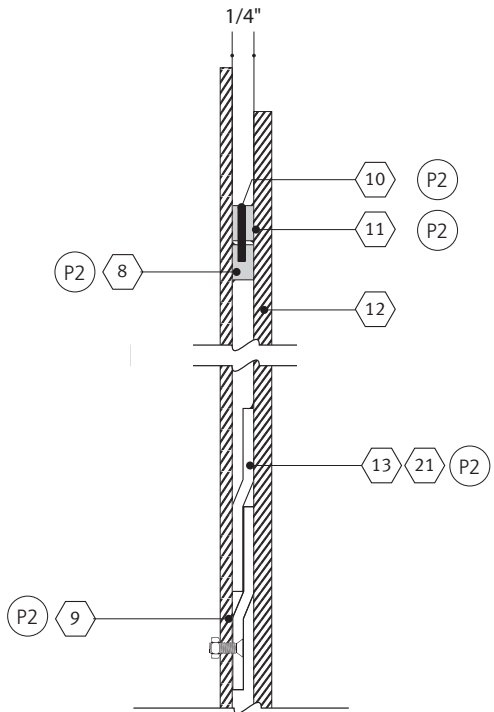
scale: Half Scale



3

Section B-B

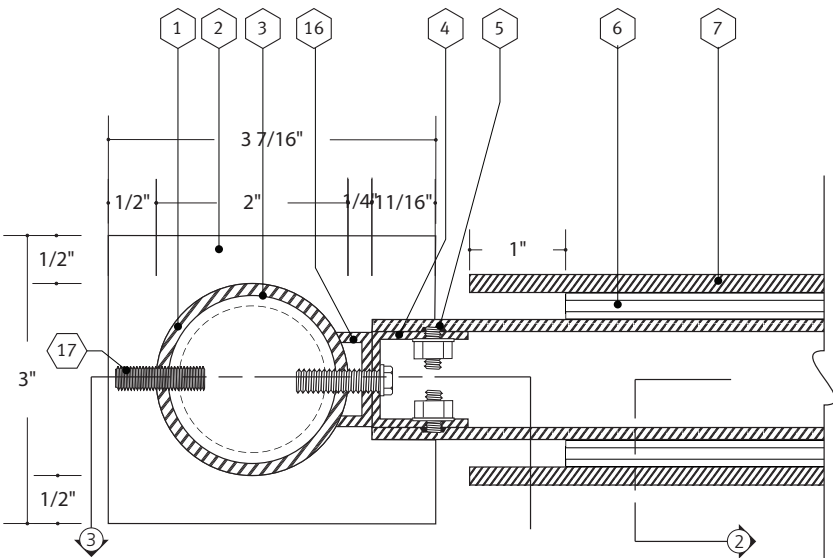
scale: Half Scale



3

Section C-C

Scale: Half Scale



1

Section E-E

scale: Half Scale

- 1
- 2" diameter aluminum post
- 2
- Decorative plates water jet cut from 1/2" thick aluminum, painted front, back, and edges. All edges to be smooth.
- 3
- 1 1/2" diameter inner tube
- 4
- 1" C-channel frame, mitered corners
- 5
- Core panels/cladding attached to frame with welded studs, Loctite, and bolted from the inside – clean any seepage from seams
- 6
- Z-clips, inset 1" from message panel on all sides
- 7
- 3/16" removable message panel mounted to cabinet with Z-clips, allowing changeability
- 8
- Aluminum bar welded to cabinet, depth to match z-clip hardware
- 9
- Z-clip mechanically fastened to cabinet
- 10
- Countersunk tamper resistant set screws
- 11
- Aluminum bar welded to back of message panel, inset 1" from sides of message panel tapped to accept set screws, depth to match z-clip hardware

- 12
- 3/16" message panel, paint front, back, and edges
- 13
- Z-Clip welded to back of message panel
- 14
- 1/4"-20 thread hex head screw fastened through C-Channel frame to secure decorative plate and pole
- 15
- 1/4"-20 thread hex head screw fastened through C-Channel frame to secure c-channel and pole
- 16
- C-Channel is mechanically fastened to sign core, aluminum spacer, and pole.
- 17
- Decorative plates are secured to pole with set screws and filled, ground smooth
- 18
- 2" OD Sharpe Domed Cap attached wiht Lord's adhesive. See typical details page 3.51
- 19
- 1 1/2" tube is welded to dome cap
- 20
- 1/4" reveal
- 21
- Monarch heavy duty MFSS Z-clips are welded in place to attach message panel to core. See page 6.11 for more details.

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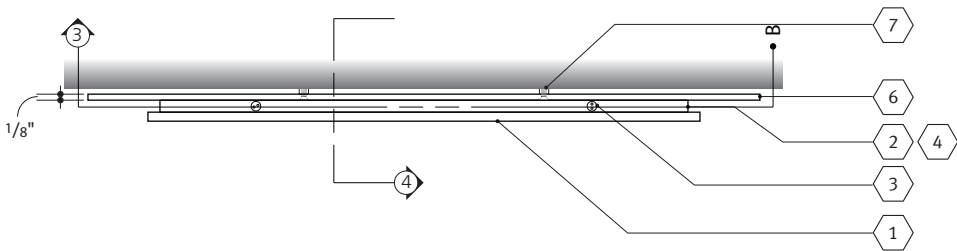
ST37 – Building ID (wall-mtd)

3.42

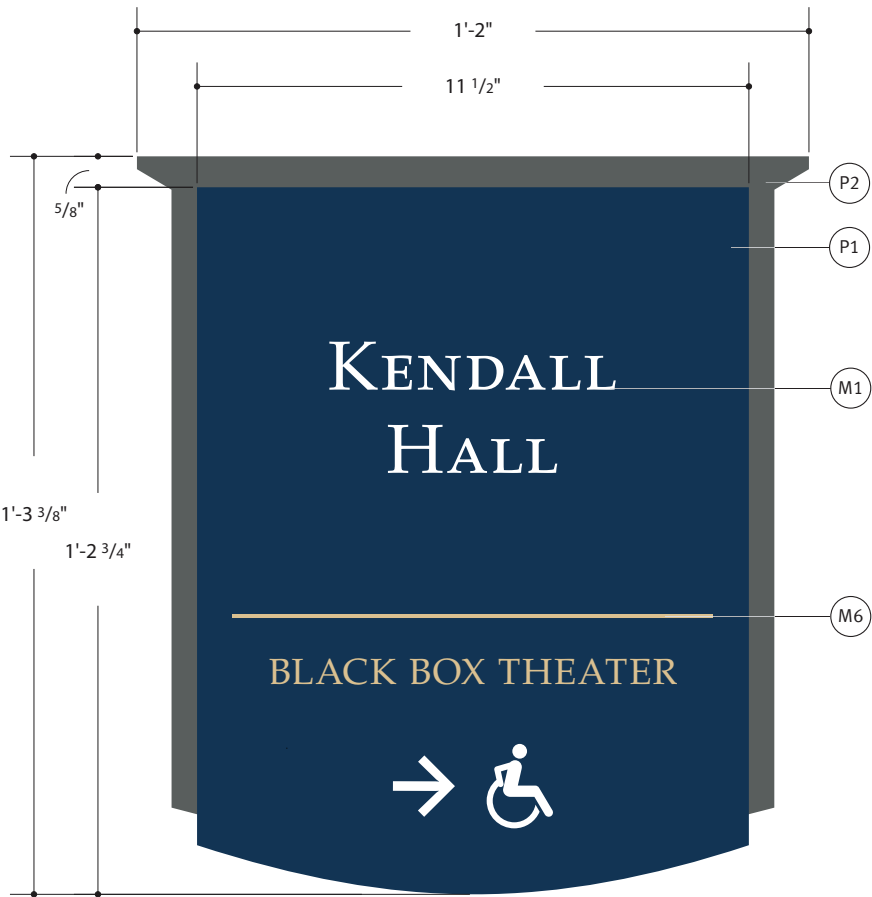
SIGN TYPES

ST37 – Building ID (wall-mtd)

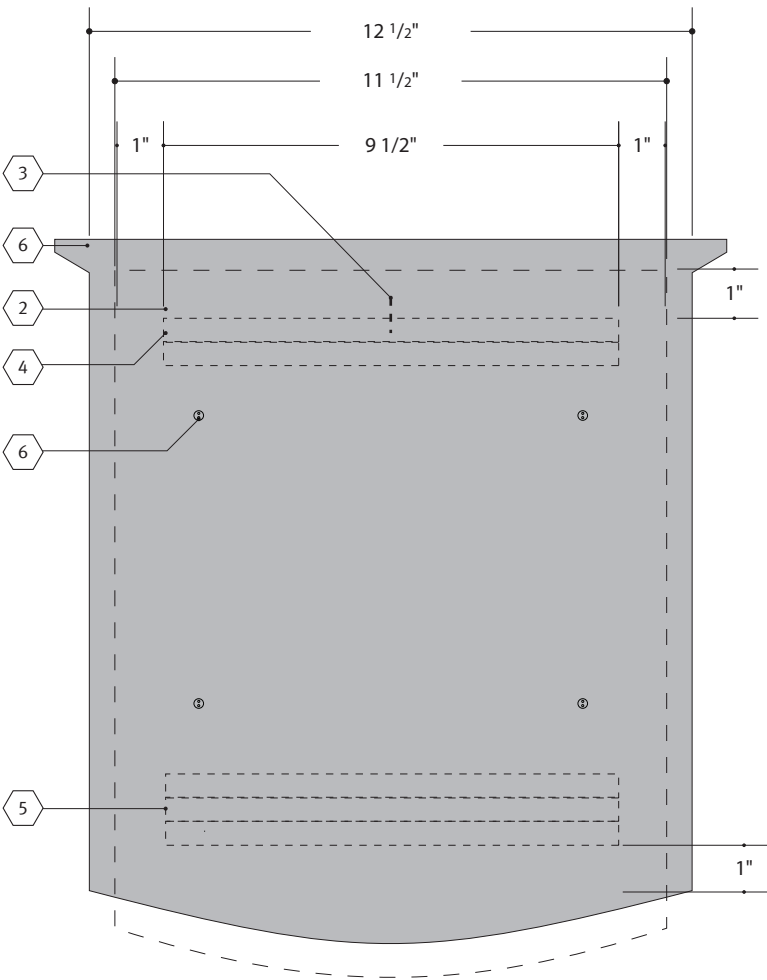
Note: Front, back, and edges of all components to be painted and clear coated.



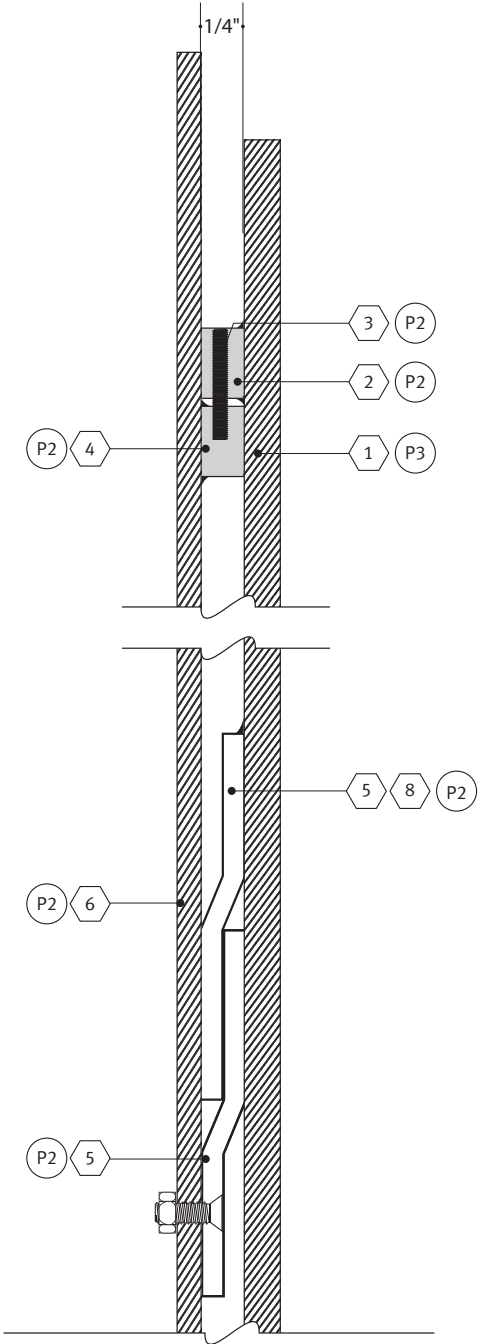
2 Section - Plan View - ST37
scale: 3"=1'-0"



1 Elevation ST37 - Wall Mounted Building ID
scale: 3"=1'-0"



3 Section B-B
scale: 3"=1'-0"

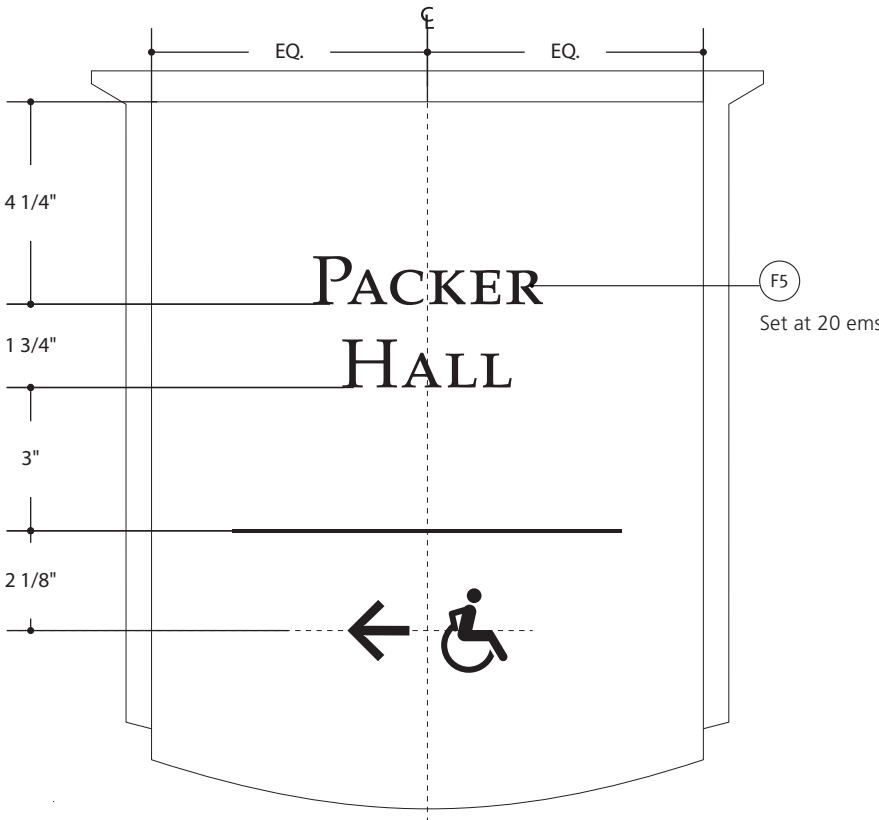
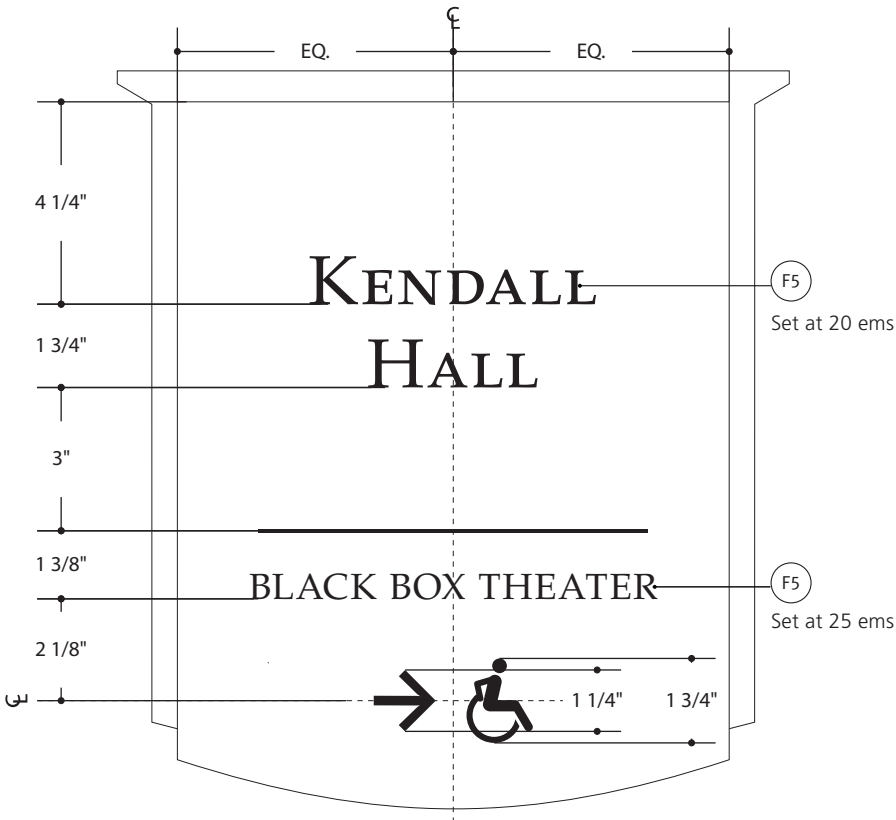
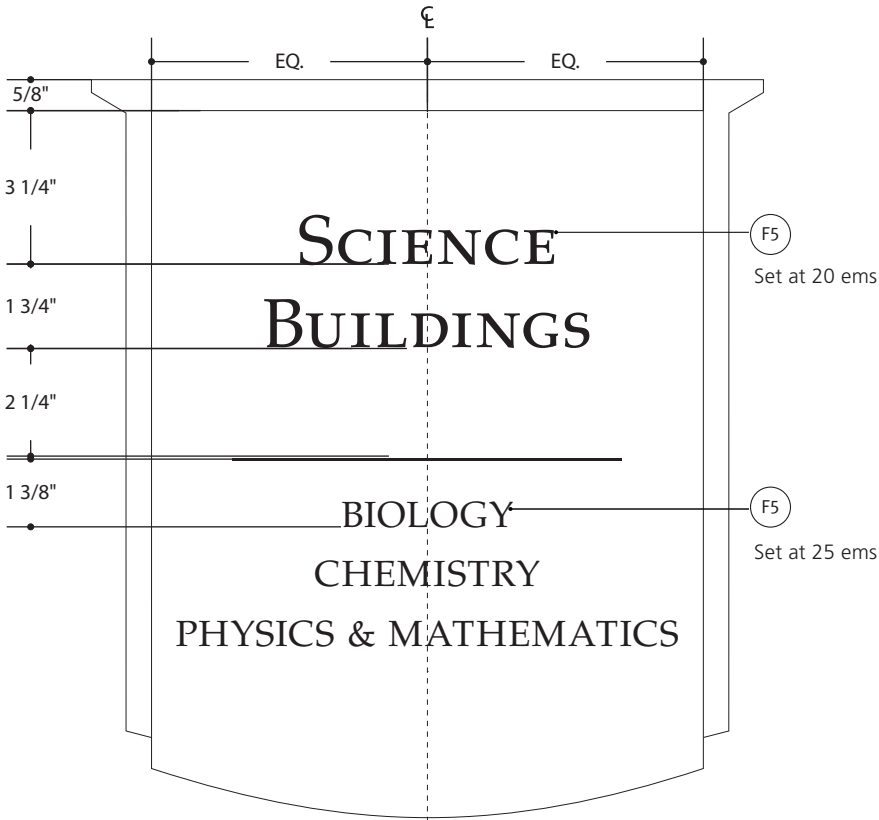
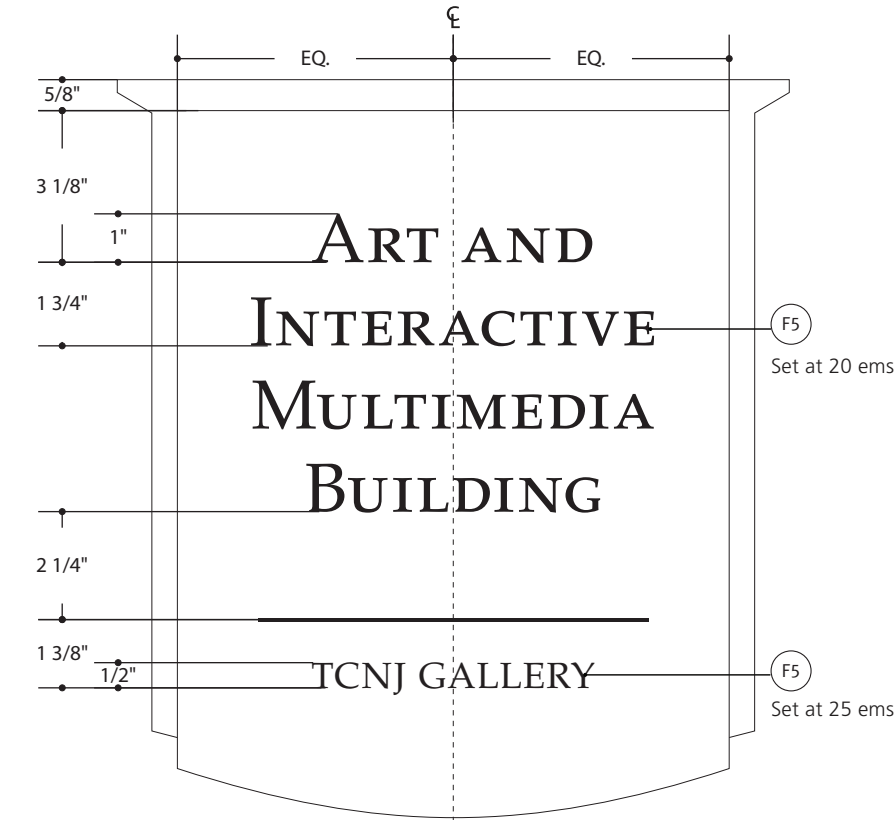


4 Section C-C
Scale: Full Scale

- 1 3/16" thick aluminum faceplate - typical
- 2 Aluminum barstock welded to back of faceplate, depth to match z-clip hardware
- 3 Countersunk tamper resist flathead spanner
- 4 Aluminum barstock welded to face of core, depth to match z-clip hardware
- 5 Z-clip(s) are welded in place attach faceplate to core
- 6 aluminum core - thickness varies by sign type
- 7 Wall Fastener - use appropriate fastener + anchor for wall surface, flathead + countersunk to core. Use 1/8" spacer to create offset from wall surface. Silicone seal all wall penetrations.
- 8 Monarch heavy duty MFSS Z-clips are welded in place to attach message panel to core. See page 6.11 for more details.

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Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted



1 Elevation ST37 – Wall-mounted
scale: 3"=1'-0"

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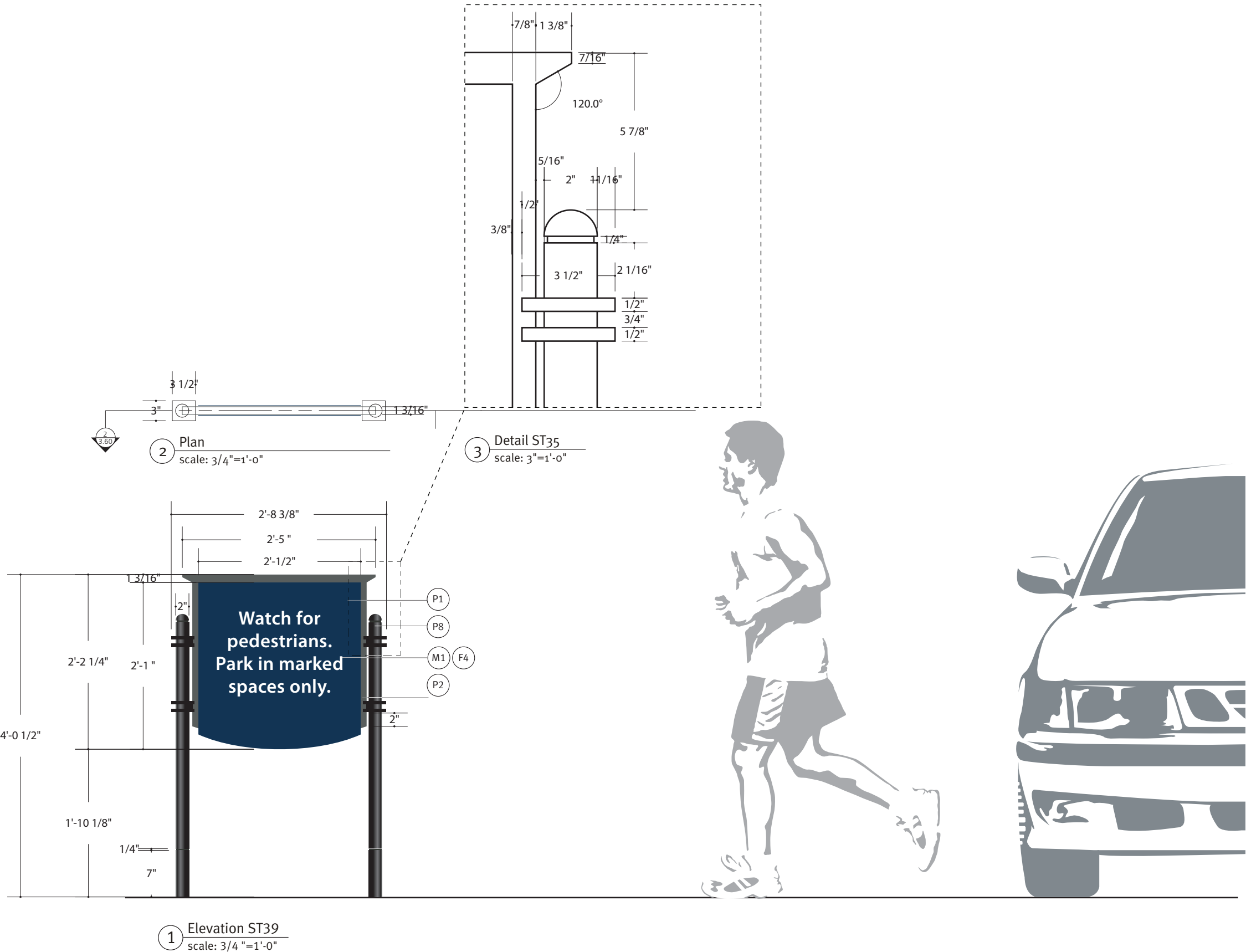
ST39 – Informational/Regulatory

3.44

SIGN TYPES

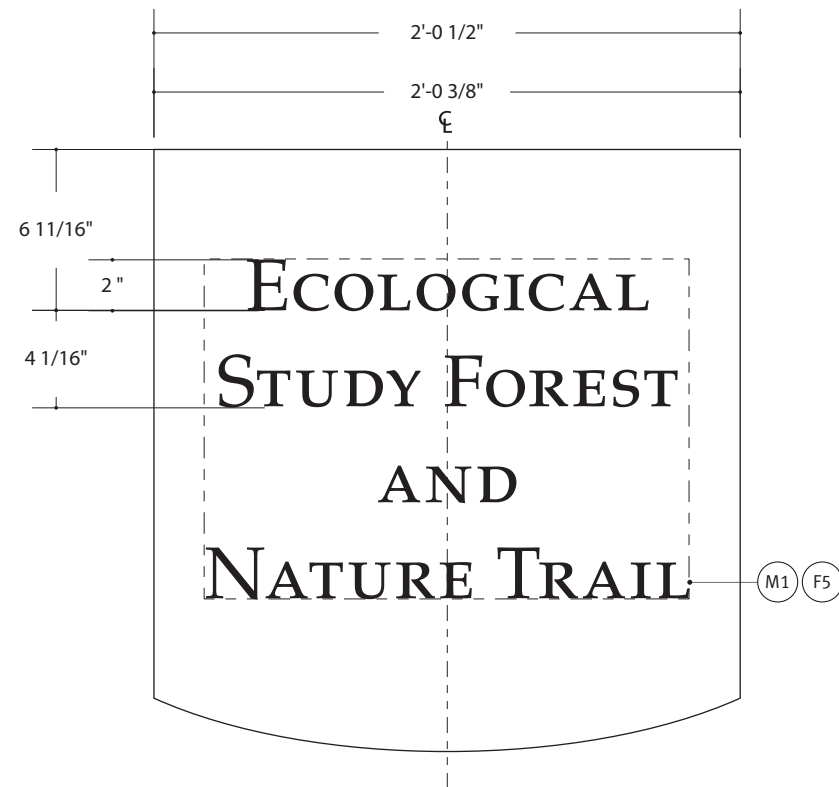
ST39 – Informational/Regulatory

Note: Front, back, and edges of all components to be painted and clear coated.

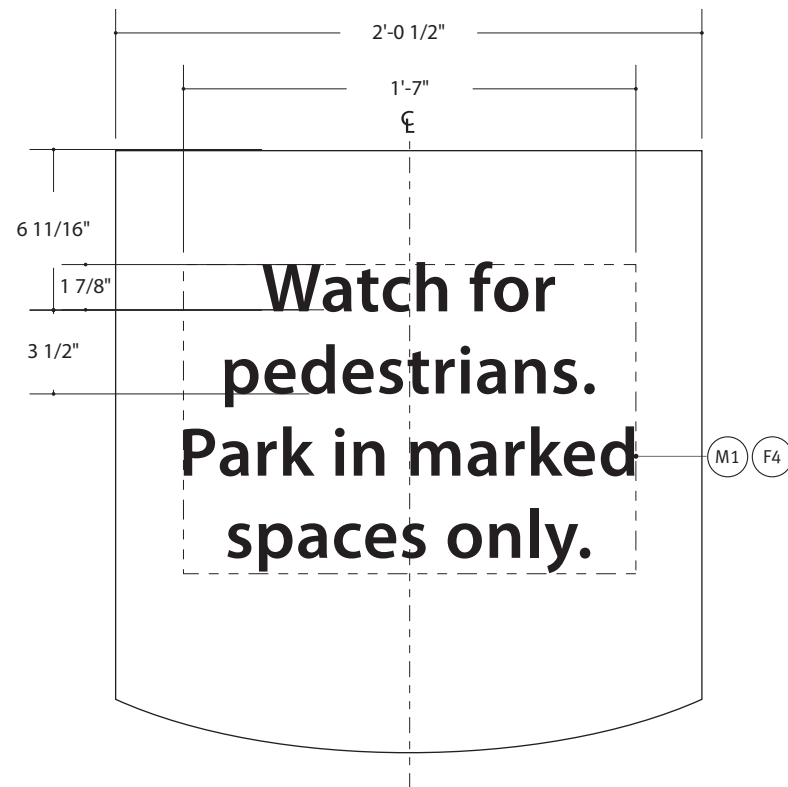


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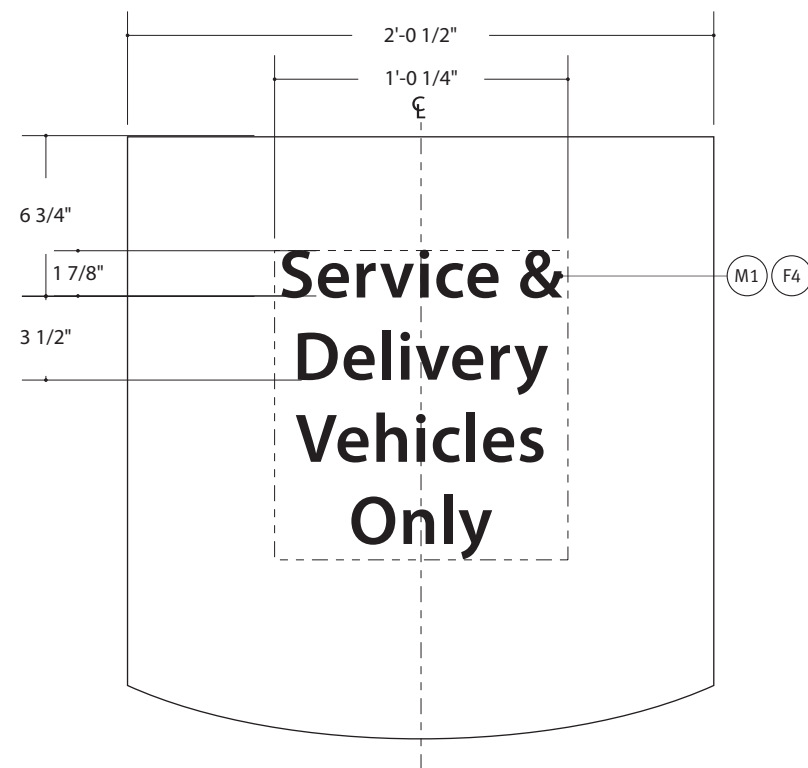
Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted



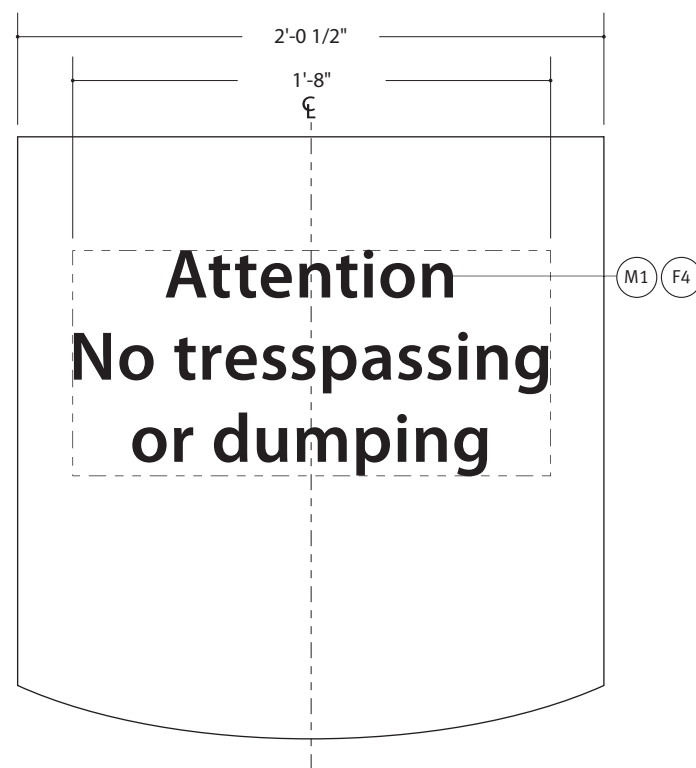
1 Layout ST39-EXT-320
scale: 1 1/2 " = 1'-0"



2 Layout ST39-EXT-334
scale: 1 1/2 " = 1'-0"



3 Layout ST39-EXT-278
scale: 1 1/2 " = 1'-0"



4 Layout ST39-EXT-349
scale: 1 1/2 " = 1'-0"

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Date 12.11.19	Revisions	Scale As Noted

ST39 – Informational/Regulatory

- 1

6 3/4" x 6 3/4" access panel cut out of both sides of sign core.
- 2

Decorative plates
- 3

Z clips should be inset and hidden not flush with message panel. Z-clips are welded in place to attach message panel to core.
- 4

Profile of message panel. (removed for clarity)
CG to provide panel profiles as artwork as needed.
- 5

Brake-formed "corners". See details next page.
- 6

Sharpe alum. domed cap
- 7

1/4" reveal
- 8

1" c-channel frame
- 9

Internal square tube frame bracing as needed
- 10

Framing to core panel attachment points
- 11

1/8" thick aluminum faceplate overhangs tube frame on bottom
- 12

1 1/2" diameter inner tube welded into 2" post with 1/4" reveal between outside posts
- 13

Backfill w/ 4" min depth
- 14

3/8" thick flange plate welded to upright extrusion. Plates are bolted together w/ spacers and washers for leveling
- 15

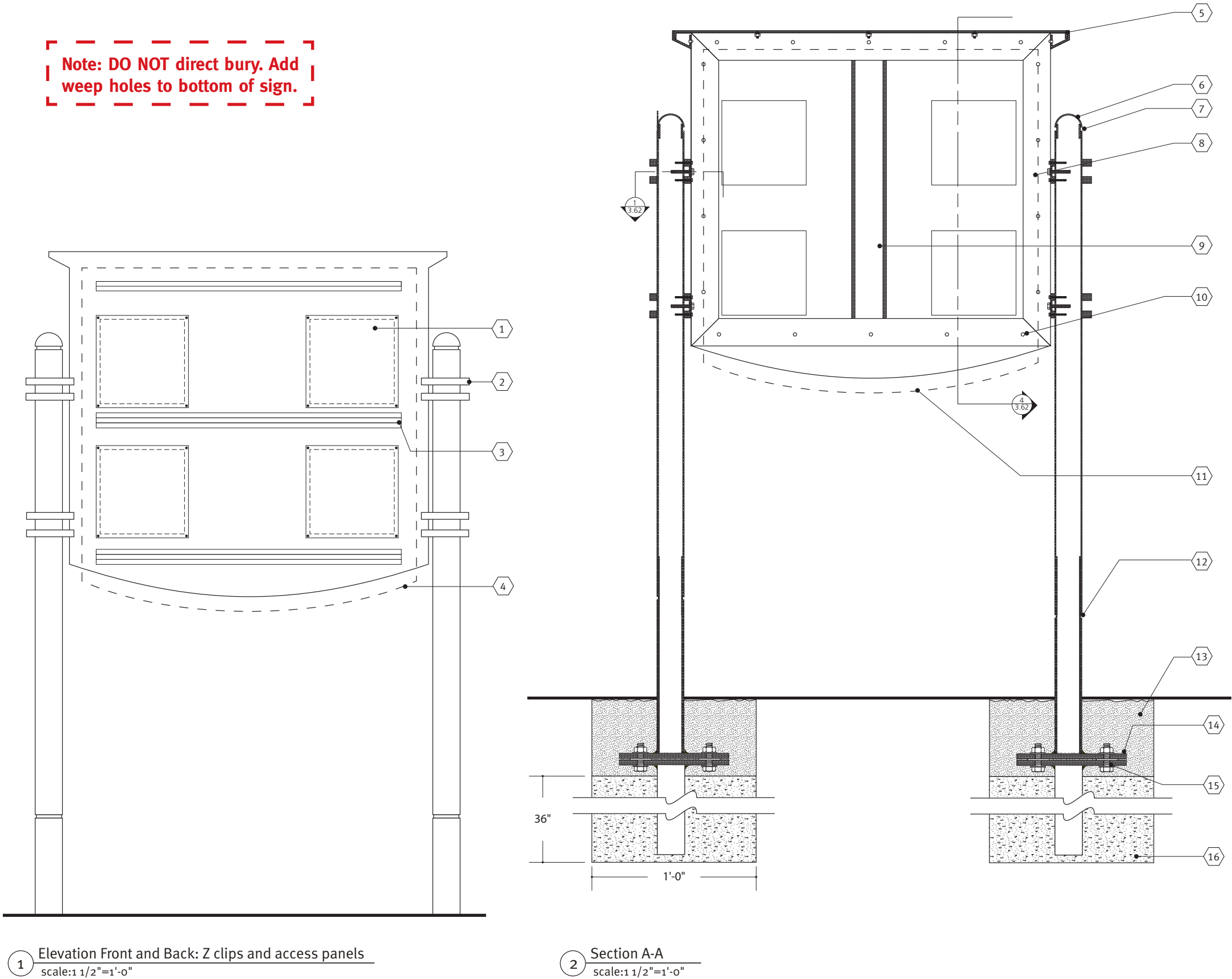
Through bolts
- 16

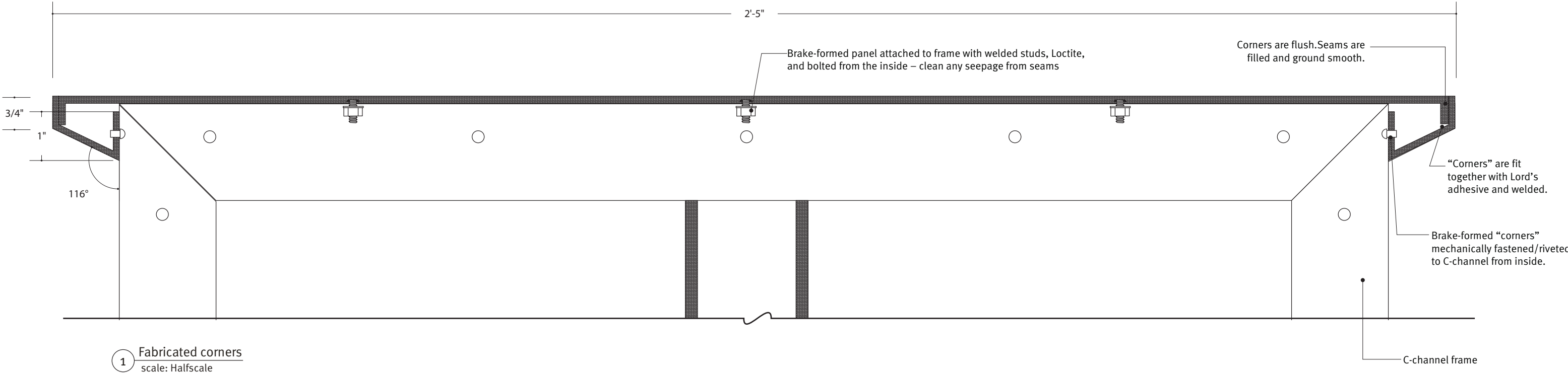
Concrete footing (See typical footer on pg 3.49)
Fabricator is responsible for coordinating size and depth with an engineer

THIS DRAWING REPRESENTS DESIGN INTENT ONLY.
FABRICATOR WILL BE RESPONSIBLE TO VERIFY ALL
CONDITIONS IN FIELD PRIOR TO SHOP DRAWINGS

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

Note: DO NOT direct bury. Add weep holes to bottom of sign.



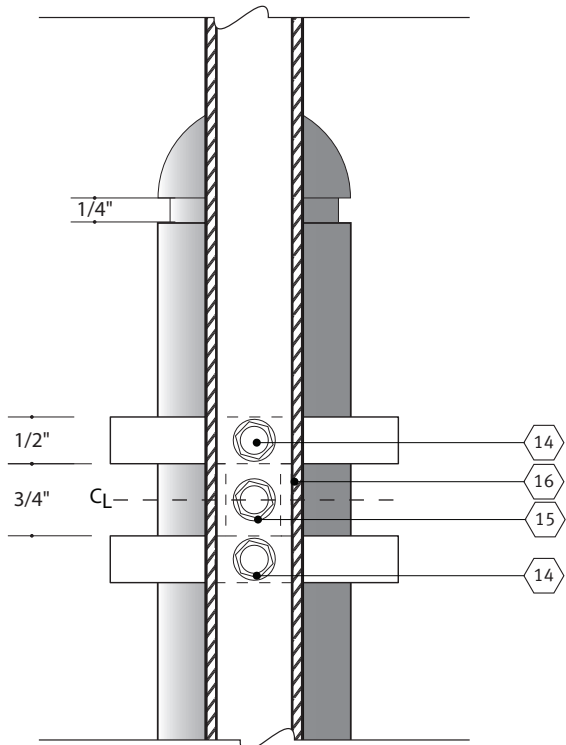


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CONDITIONS IN FIELD PRIOR TO SHOP DRAWINGS

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

Note: Loctite should be applied to all mechanical connections.

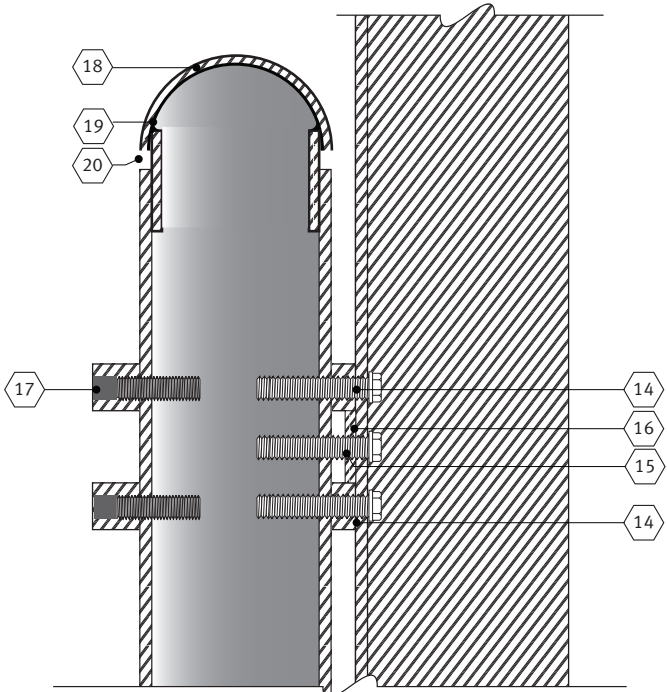
3.48



4

Section D-D

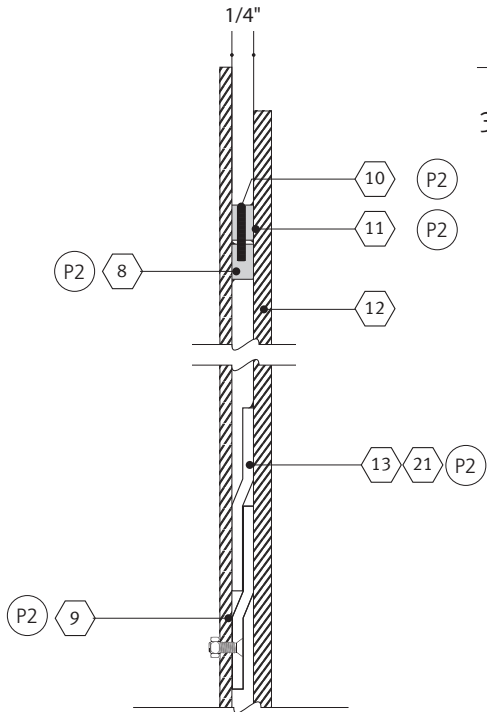
scale: Half Scale



3

Section B-B

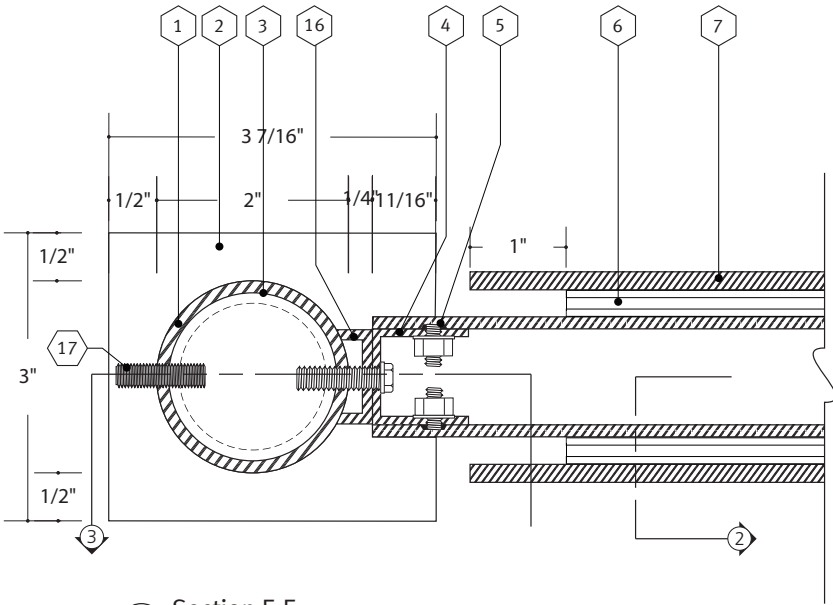
scale: Half Scale



3

Section C-C

Scale: Half Scale



1

Section E-E

scale: Half Scale

- 1
- 2" diameter aluminum post
- 2
- Decorative plates water jet cut from 1/2" thick aluminum, painted front, back, and edges. All edges to be smooth.
- 3
- 1 1/2" diameter inner tube
- 4
- 1 " C-channel frame, mitered corners
- 5
- Core panels/cladding attached to frame with welded studs, Loctite, and bolted from the inside – clean any seepage from seams
- 6
- Z-clips, inset 1" from message panel on all sides
- 7
- 3/16" removable message panel mounted to cabinet with Z-clips, allowing changeability
- 8
- Aluminum bar welded to cabinet, depth to match z-clip hardware
- 9
- Z-clip mechanically fastened to cabinet, painted P2
- 10
- Countersunk tamper resistant set screws, painted P2
- 11
- Aluminum bar welded to back of message panel, inset 1" from sides of message panel tapped to accept set screws, depth to match z-clip hardware

- 12
- 3/16" message panel, paint front, back, and edges
- 13
- Z-Clip welded to back of message panel, painted P2
- 14
- 1/4"-20 thread hex head screw fastened through C-Channel frame to secure decorative plate and pole
- 15
- 1/4"-20 thread hex head screw fastened through C-Channel frame to secure c-channel and pole
- 16
- C-Channel is mechanically fastened to sign core, aluminum spacer, and pole.
- 17
- Decorative plates are secured to pole with set screws and filled, ground smooth
- 18
- 2" OD Sharpe Domed CaP attached to post with Lord's adhesive. See typical details page 3.51
- 19
- 1 1/2" tube is welded to dome cap
- 20
- 1/4" reveal
- 21
- Monarch heavy duty MFSS Z-clips are welded in place to attach message panel to core. See page 6.11 for more details.

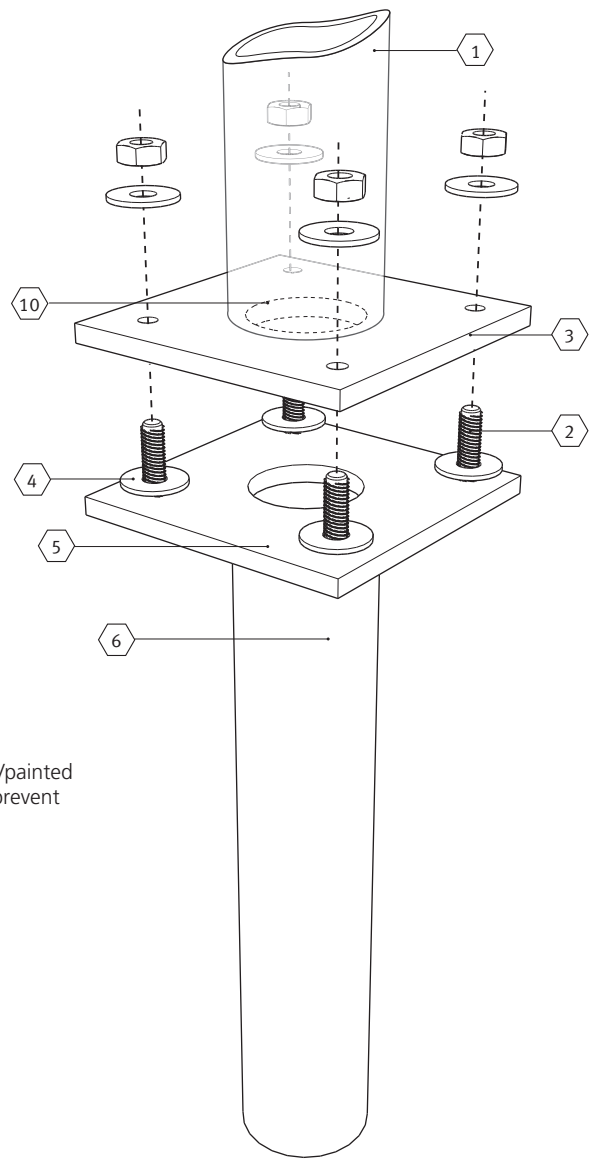
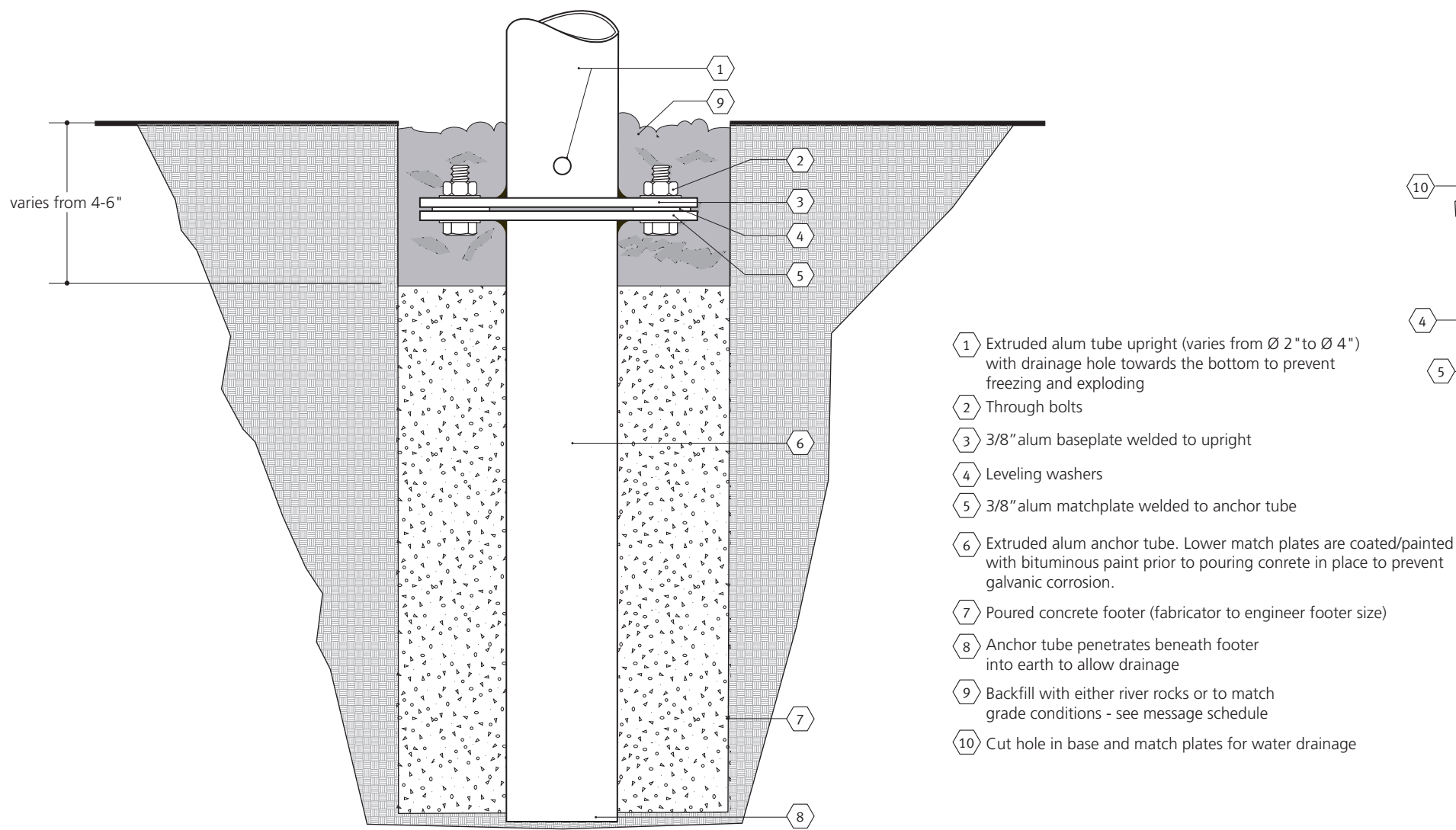
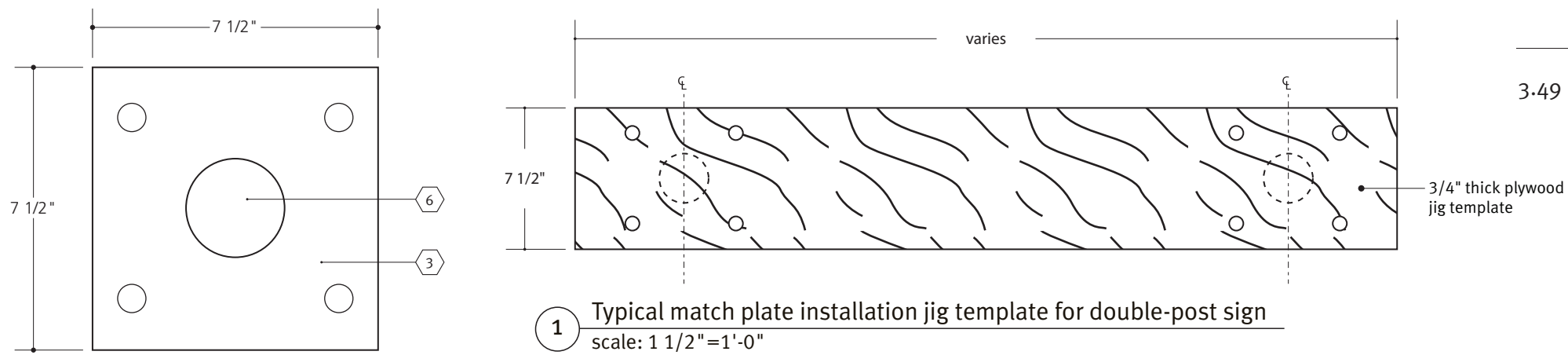
THIS DRAWING REPRESENTS DESIGN INTENT ONLY.
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Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

SIGN TYPES

Typical Footer Installation

3.49



Note:
When installing double-post signs
you must use a template.

1. Build sign install jig template out of 3/4" thick plywood.
2. Pour footers
3. Set lower match plate and jig
4. Let cure, remove jig
5. Install signs

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Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

3.50

SIGN TYPES

Install Guidelines

Note: Site check and adjust for topographical changes.

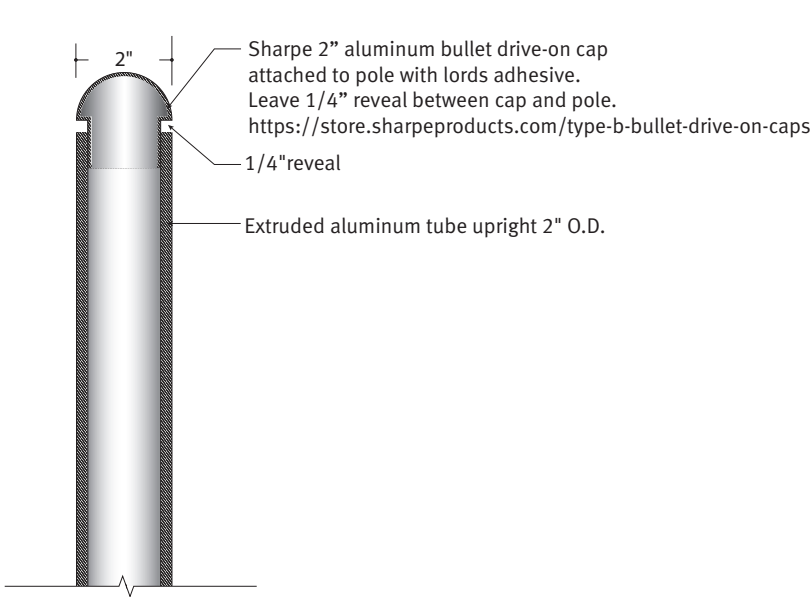
THIS DRAWING REPRESENTS DESIGN INTENT ONLY.
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Client/Project		Project No.
The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.11.19		As Noted

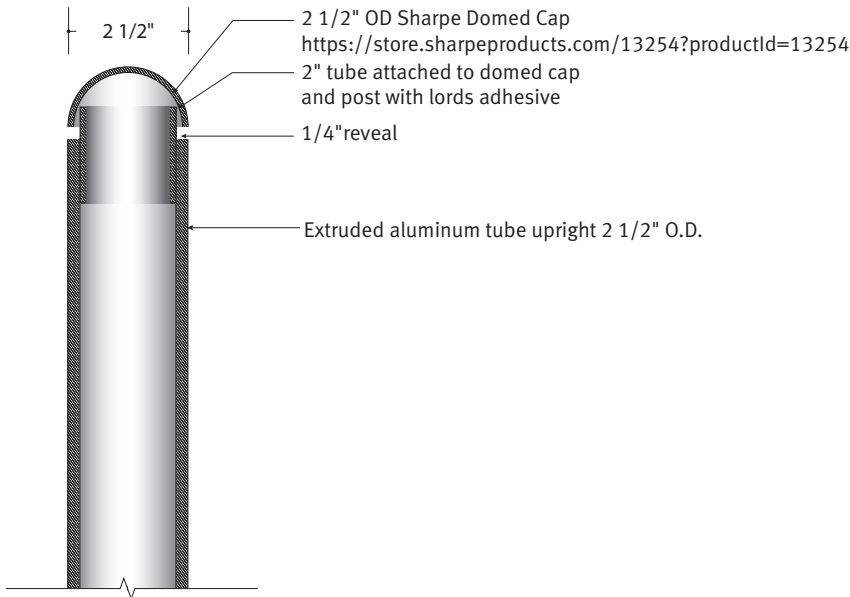


1 Typical Install on level ground
scale: 3/4"=1'-0"

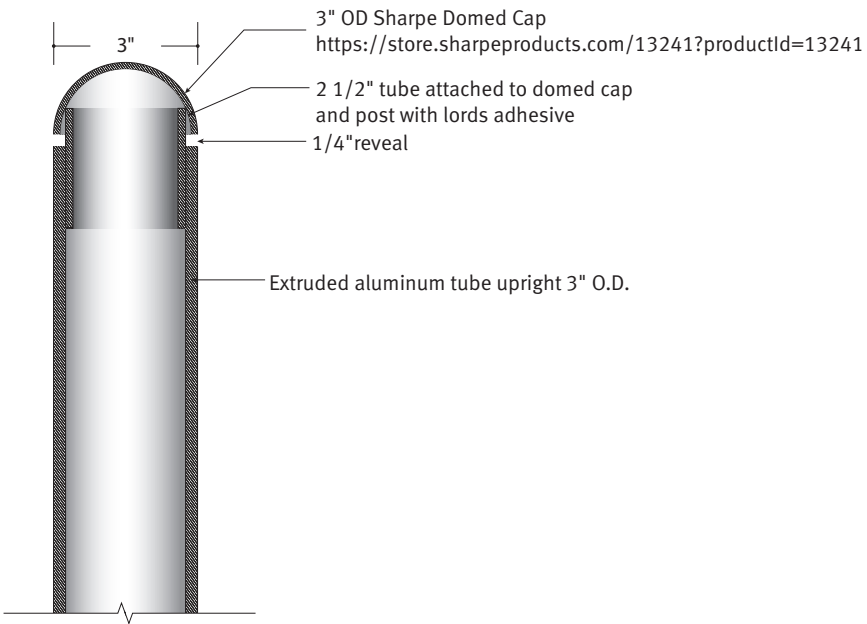




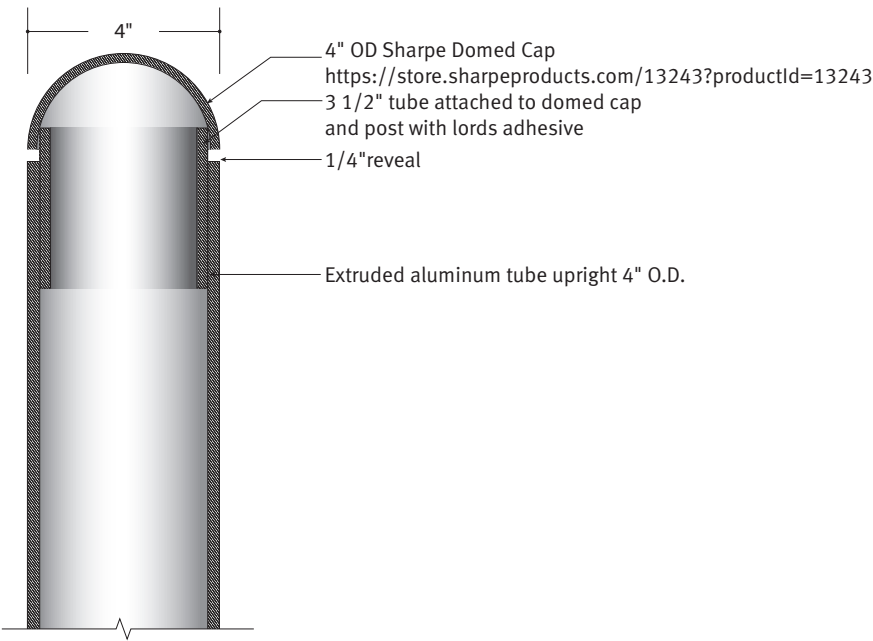
1 2" Post details
scale: 3"=1'-0"



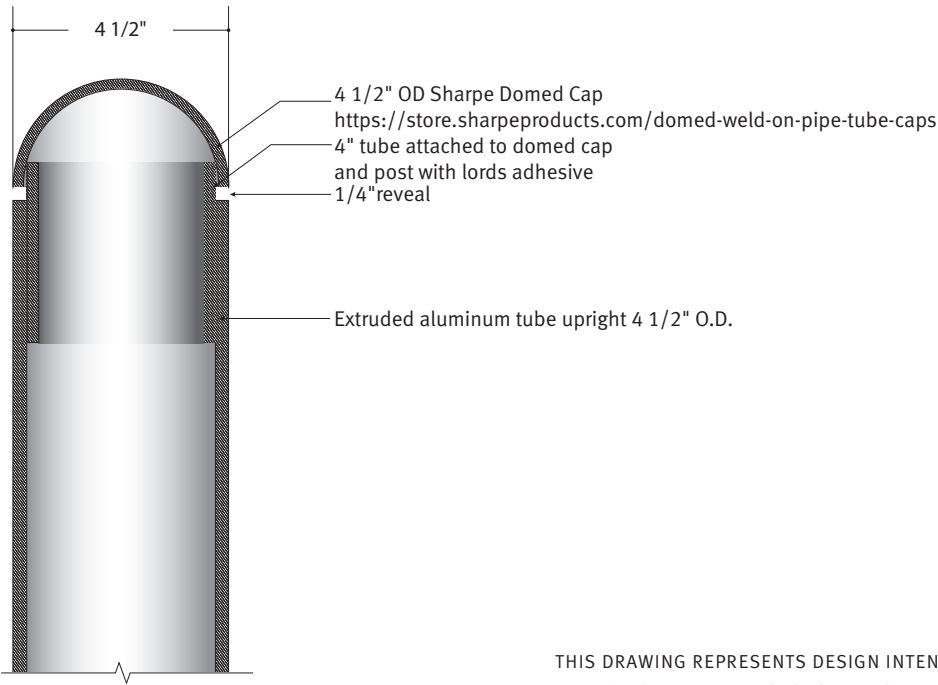
2 2 1/2" Post details
scale: 3"=1'-0"



3 3" Post details
scale: 3"=1'-0"



4 4" Post details
scale: 3"=1'-0"



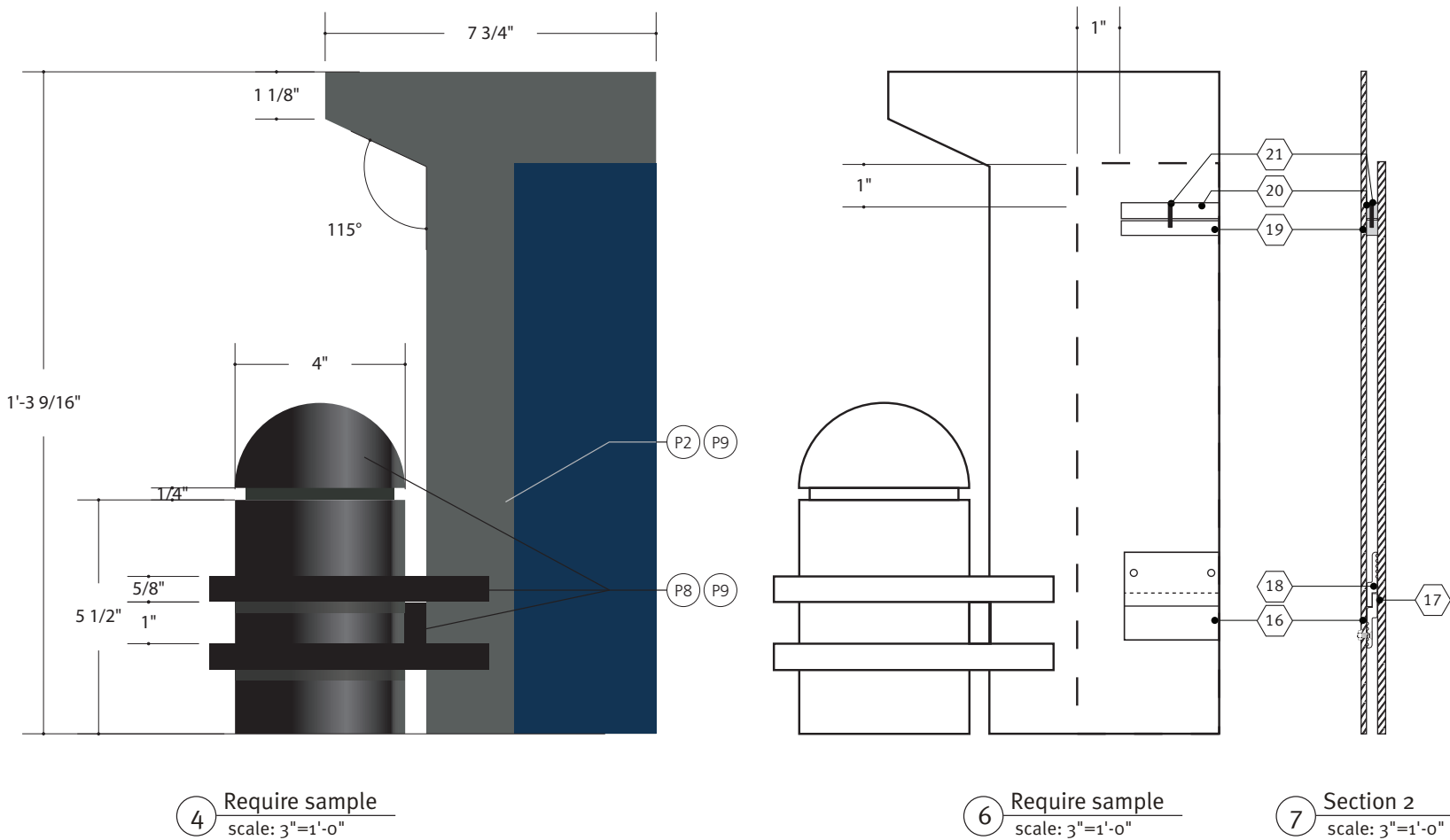
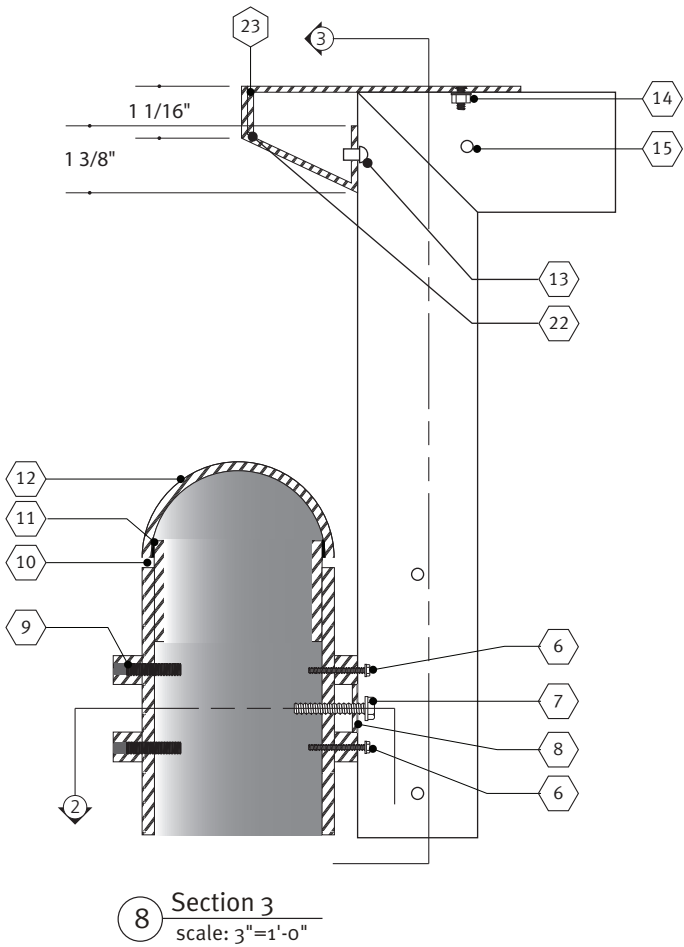
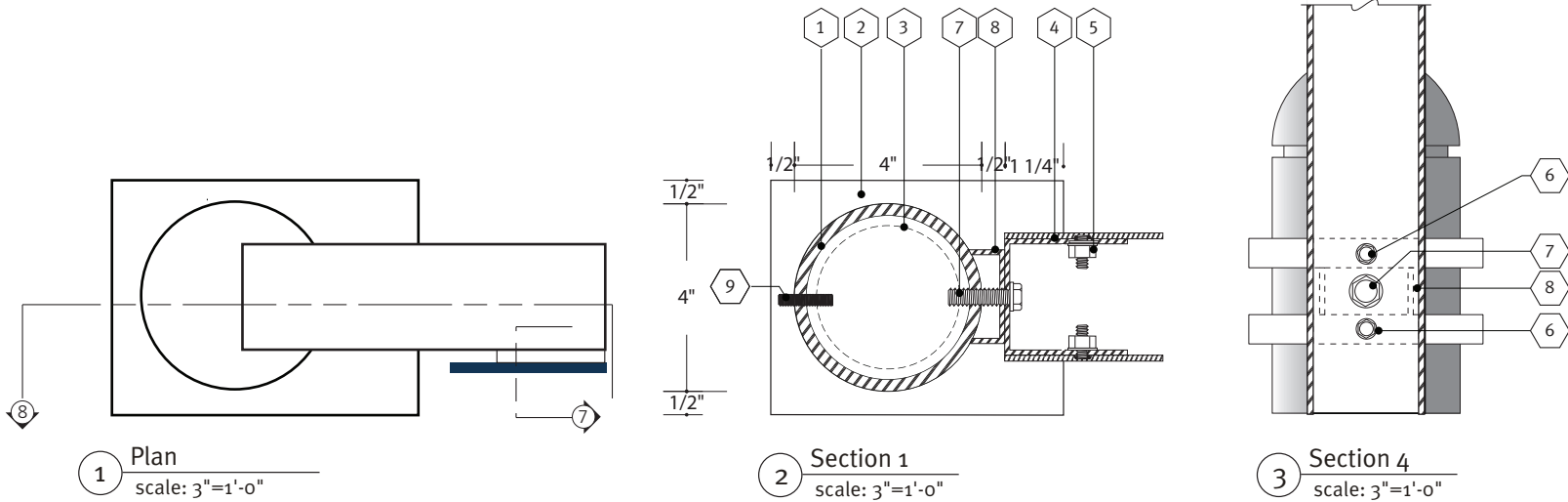
5 4 1/2" Post details
scale: 3"=1'-0"

THIS DRAWING REPRESENTS DESIGN INTENT ONLY.
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CONDITIONS IN FIELD PRIOR TO SHOP DRAWINGS

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

Required Sample

Required Sample



- 1 4" diameter aluminum post
- 2 Decorative plates water jet cut from 5/8" thick aluminum, painted front, back, and edges. All edges to be smooth.
- 3 3 1/2" diameter inner tube
- 4 2 1/2" C-channel frame, mitered corners
- 5 Core panels/cladding attached to frame with welded studs, Loctite, and bolted from the inside – clean any seepage from seams
- 6 1/4"-20 thread hex head screw fastened through C-Channel frame to secure decorative plate and pole
- 7 3/8" -16 thread hex head screw fastened through C-Channel frame to secure c-channel and pole
- 8 C-Channel is mechanically fastened to sign core, aluminum spacer, and pole.
- 9 Decorative plates are secured to pole with set screws and filled, ground smooth
- 10 4" OD Sharpe Domed Cap attached with Lord's adhesive. See typical details page 3.67
- 11 3 1/2" tube is welded to dome cap
- 12 1/4" reveal
- 13 Brake-formed "corners" mechanically fastened/riveted to C-channel from inside.
- 14 Brake-formed panel attached to frame with welded studs, Loctite, and bolted from the inside – clean any seepage from seams
- 15 Core panels/cladding attachment points
- 16 Z clips should be inset from edges and hidden not flush with message panel. Z-clips are welded in place to attach message panel to core.
- 17 Z-clip mechanically fastened to cabinet
- 18 Z-Clip welded to back of message panel
- 19 Aluminum bar welded to cabinet, painted to match center cabinet
- 20 Aluminum bar welded to back of message panel, inset 1" from sides of message panel tapped to accept set screws
- 21 Countersunk tamper resistant set screws
- 22 "Corners" are fit together with Lord adhesive and welded.
- 23 "Corners" are flush. Seams are filled and ground smooth

THIS DRAWING REPRESENTS DESIGN INTENT ONLY.
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CONDITIONS IN FIELD PRIOR TO SHOP DRAWINGS

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

Section 4 – Sign Location Plan

Client/Project		Project No.
The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.11.19	02.11.2020	As Noted

Sign Count
19TCNJ212013 The College of New Jersey Exterior Sign System

Phase:
Revision No.
Issued Date: February 7, 2020

Type	Description	Drawing #	Sides	Power	Data	Mount	Notes	Qty.
New - 12/11/2019								
ST13	Parking Lot ID							1
ST25	Pedestrian Directional							1
ST26	Pedestrian Directional							5
ST26a	Ped directional- bandit mtd							4
ST28a	Accessible Blaze - free-standing							6
ST28b	Accessible Blaze - wall-mounted							1
ST30	Building ID - Vehicular							4
ST35	Building ID - Free-Standing							14
ST37	Building ID - Wall-mounted							7
SUB-TOTAL								43
Replace - 12/11/2019								
ST4	Vehicular Directional							1
ST13	Parking Lot ID							3
ST25	Pedestrian Directional							1
ST28c	Blaze- walk/jog							7
ST30	Building ID - Vehicular							10
ST35	Building ID - Free-Standing							9
ST39	Bldg ID regulatory							3
SUB-TOTAL								34
Removal Only - 12/11/2019								
ST13	Parking Lot ID							1
ST30	Building ID - Vehicular							2
ST35	Building ID - Free-Standing							1
SUB-TOTAL								4
Damaged - 12/11/2019								
ST13	Parking Lot ID							2
ST26	Pedestrian Directional							1
SUB-TOTAL								3
Alternate 1 - 12/11/2019								
ST13	Parking Lot ID							1
ST30	Building ID - Vehicular							1
ST35	Building ID - Free-Standing							2

Sign Count
19TCNJ212013 The College of New Jersey Exterior Sign System

Phase:
Revision No.
Issued Date: February 7, 2020

Type	Description	Drawing #	Sides	Power	Data	Mount	Notes	Qty.
ST39	Bldg ID regulatory							1
SUB-TOTAL								5
Alternate 2 - 12/11/2019								
ST21	Map Stanchion							5
ST21a	Map wall-mounted							3
SUB-TOTAL								8
Alternate 3 - 2/7/2020								
ST30	Building ID - Vehicular							1
ST35	Building ID - Free-Standing							2
SUB-TOTAL								3
GRAND-TOTAL								100

Sign Location Plan

Sign Type	
ST4	Vehicular Directional
ST13	Parking Lot ID
ST21	Map Stanchion
ST21a	Map – Wall-mounted
ST25	Pedestrian Directional (w/ map)
ST26	Pedestrian Directional
ST26a	Pedestrian Directional (bandit mtd)
ST28a	Accessible Blaze – Free-standing
ST28b	Accessible Blaze – Wall-mounted
ST28c	Walk/Jog Sign
ST30	Building ID – Vehicular
ST35	Building ID – Free-standing
ST37	Building ID – Wall-mounted
ST39	Building ID – Regulatory

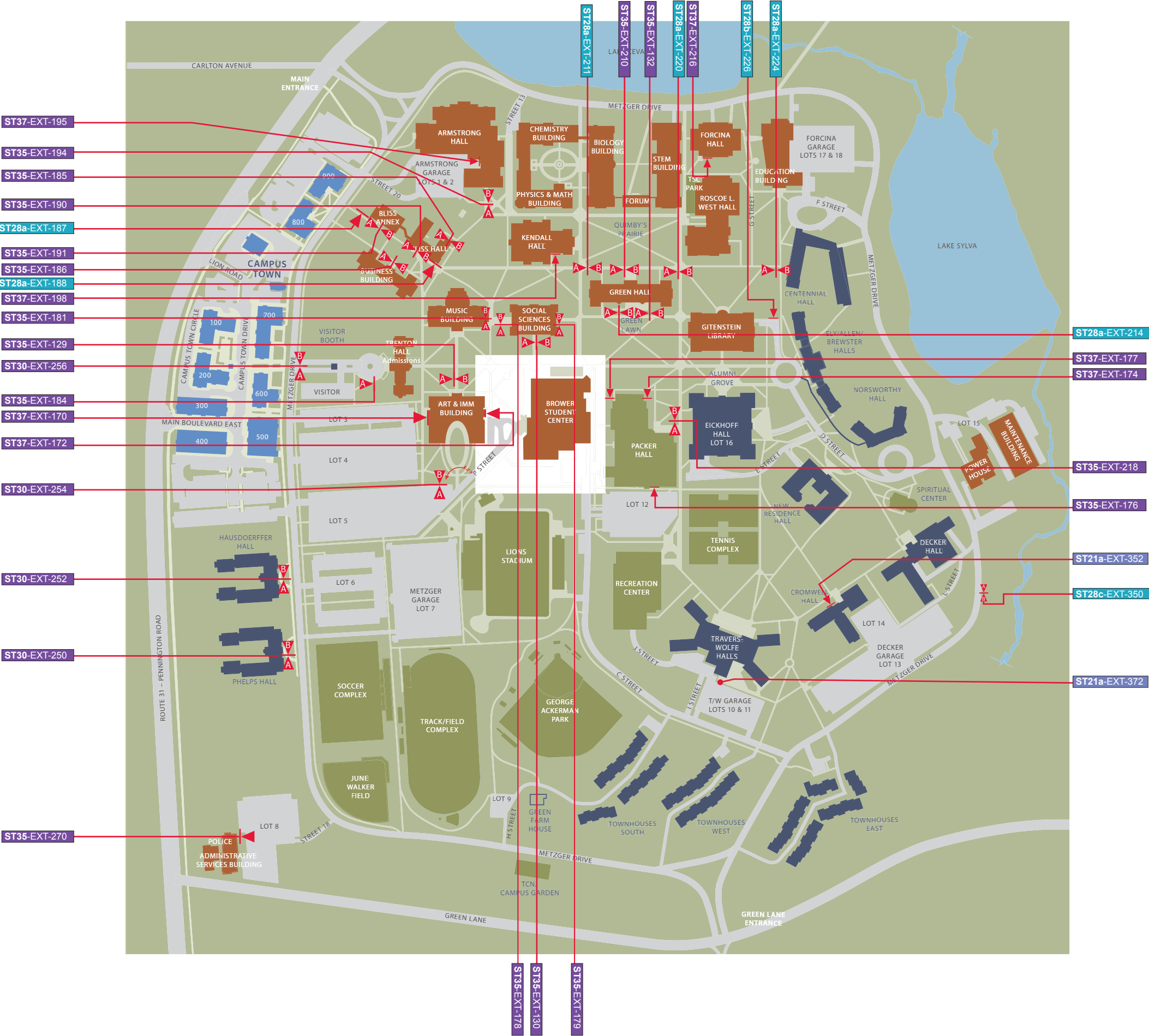
Final Implementation
Damaged Signs

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions 02.11.2020	Scale As Noted

Sign Location Plan

Sign Type	
ST4	Vehicular Directional
ST13	Parking Lot ID
ST21	Map Stanchion
ST21a	Map – Wall-mounted
ST25	Pedestrian Directional (w/ map)
ST26	Pedestrian Directional
ST26a	Pedestrian Directional (bandit mtd)
ST28a	Accessible Blaze – Free-standing
ST28b	Accessible Blaze – Wall-mounted
ST28c	Walk/Jog Sign
ST30	Building ID – Vehicular
ST35	Building ID – Free-standing
ST37	Building ID – Wall-mounted
ST39	Building ID – Regulatory

Final Implementation
Damaged Signs



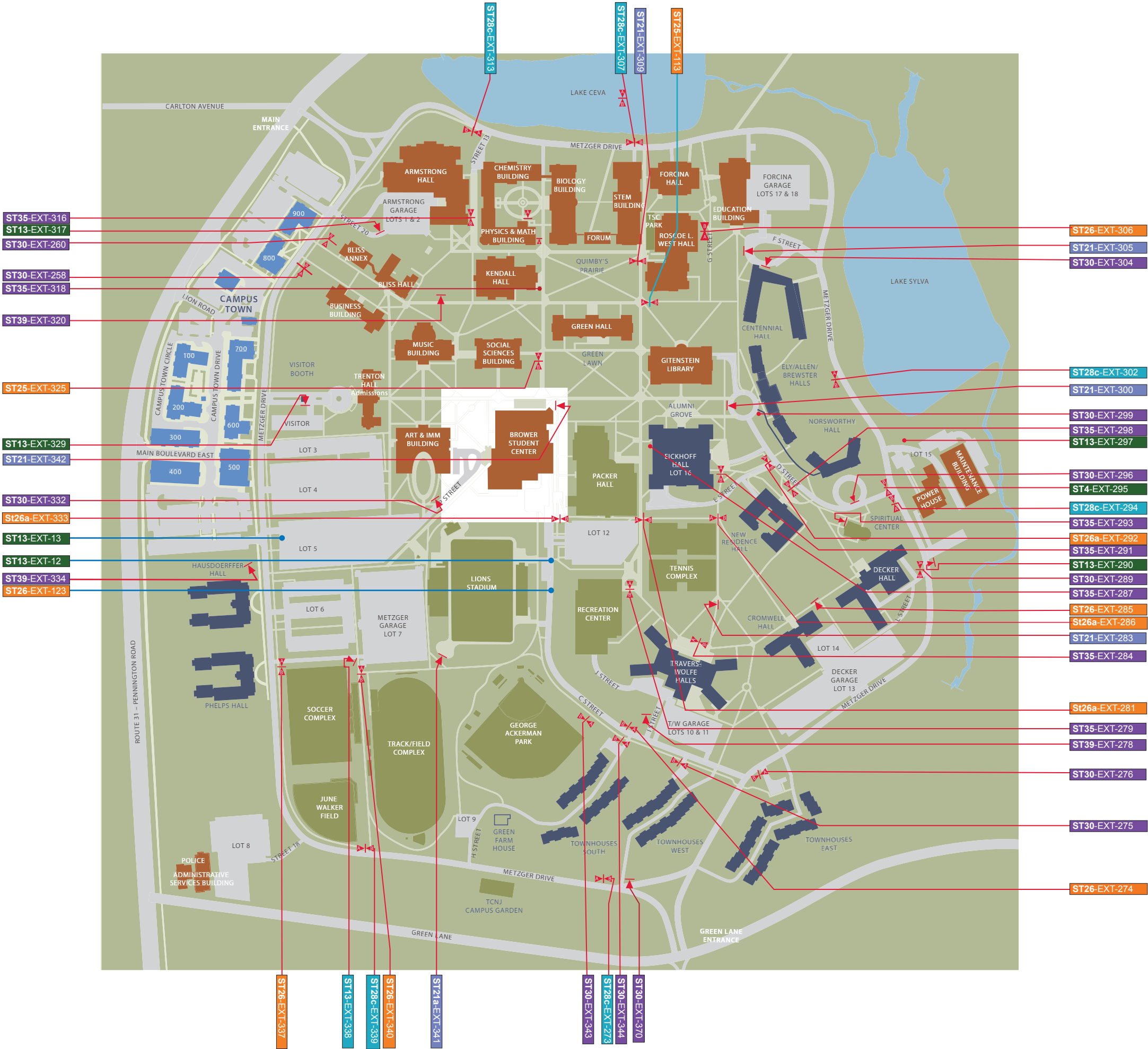
Client/Project		Project No.
The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.11.19		As Noted

Sign Location Plan

Sign Type	
ST4	Vehicular Directional
ST13	Parking Lot ID
ST21	Map Stanchion
ST21a	Map – Wall-mounted
ST25	Pedestrian Directional (w/ map)
ST26	Pedestrian Directional
ST26a	Pedestrian Directional (bandit mtd)
ST28a	Accessible Blaze – Free-standing
ST28b	Accessible Blaze – Wall-mounted
ST28c	Walk/Jog Sign
ST30	Building ID – Vehicular
ST35	Building ID – Free-standing
ST37	Building ID – Wall-mounted
ST39	Building ID – Regulatory

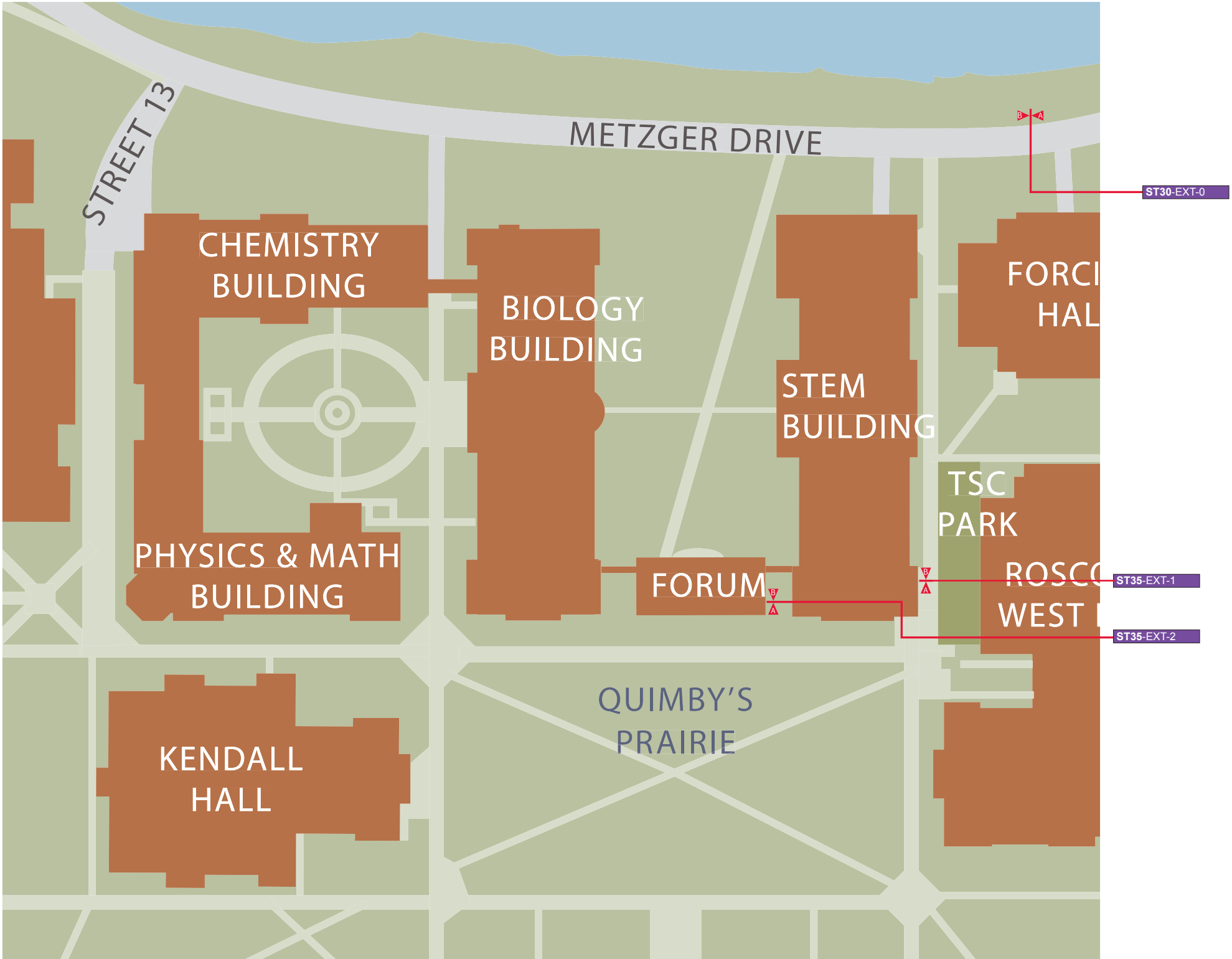
Final Implementation
Damaged Signs

Client/Project		Project No.
The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.11.19		As Noted



Sign Location Plan

Sign Type	
ST4	Vehicular Directional
ST13	Parking Lot ID
ST21	Map Stanchion
ST21a	Map – Wall-mounted
ST25	Pedestrian Directional (w/ map)
ST26	Pedestrian Directional
ST26a	Pedestrian Directional (bandit mtd)
ST28a	Accessible Blaze – Free-standing
ST28b	Accessible Blaze – Wall-mounted
ST28c	Walk/Jog Sign
ST30	Building ID – Vehicular
ST35	Building ID – Free-standing
ST37	Building ID – Wall-mounted
ST39	Building ID – Regulatory



Client/Project		Project No.
The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
02.07.2020	02.11.2020	As Noted

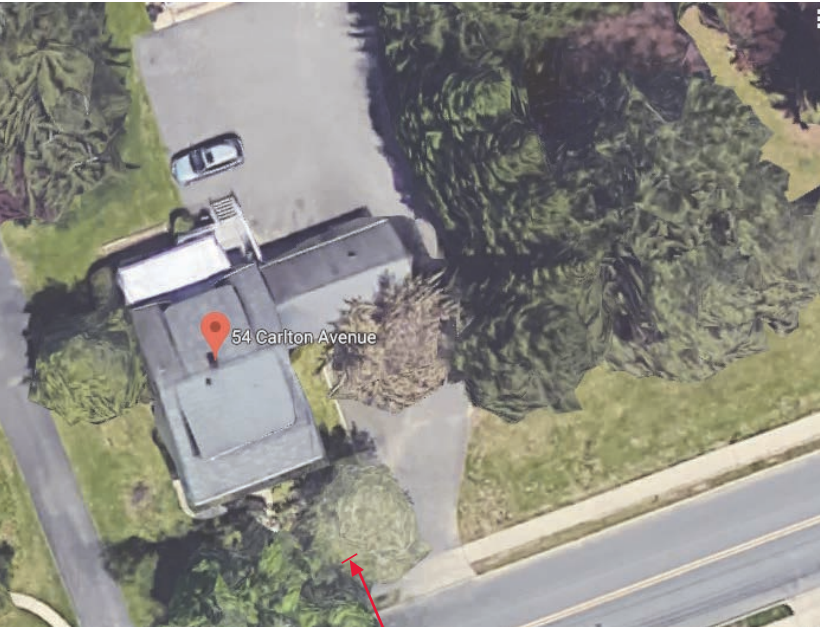
Sign Location Plan

Sign Type	
ST4	Vehicular Directional
ST13	Parking Lot ID
ST21	Map Stanchion
ST21a	Map – Wall-mounted
ST25	Pedestrian Directional (w/ map)
ST26	Pedestrian Directional
ST26a	Pedestrian Directional (bandit mtd)
ST28a	Accessible Blaze – Free-standing
ST28b	Accessible Blaze – Wall-mounted
ST28c	Walk/Jog Sign
ST30	Building ID – Vehicular
ST35	Building ID – Free-standing
ST37	Building ID – Wall-mounted
ST39	Building ID – Regulatory

Final Implementation
Damaged Signs



Green Lane Athletic Fields and Compound



54 Carlton Avenue



Carlton Ave Parking Lot



Private Residence

Client/Project		Project No.
The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.11.19		As Noted

Sign Location Plan

Sign Type	
ST4	Vehicular Directional
ST13	Parking Lot ID
ST21	Map Stanchion
ST21a	Map – Wall-mounted
ST25	Pedestrian Directional (w/ map)
ST26	Pedestrian Directional
ST26a	Pedestrian Directional (bandit mtd)
ST28a	Accessible Blaze – Free-standing
ST28b	Accessible Blaze – Wall-mounted
ST28c	Walk/Jog Sign
ST30	Building ID – Vehicular
ST35	Building ID – Free-standing
ST37	Building ID – Wall-mounted
ST39	Building ID – Regulatory

Final Implementation

Damaged Signs



1 In Situ – ST21-EXT-352
scale: 3/8"=1'-0"



2 In Situ – ST21-EXT-372
scale: 3/8"=1'-0"

Client/Project		Project No.
The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.11.19		As Noted

Section 5 – Message Schedule

Client/Project		Project No.
The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.11.19		As Noted

Message Schedule
19TCNJ212013 The College of New Jersey Exterior Sign System

Phase:
Revision No.
Issued Date: February 7, 2020

Sign ID	Message	Description	Drawing No.	Notes	Qty.
New - 12/11/2019					43
New					43
ST35-EXT-130	(SIDE A) Social Sciences Building ----- (SIDE B) Social Sciences Building -----	Building ID - Free-Standing			1
ST35-EXT-132	(side a) Green Hall ----- (side b) Green Hall -----	Building ID - Free-Standing			1
ST37-EXT-170	Art and Interactive Multimedia Building ----- TCNJ Gallery	Building ID - Wall-mounted		Special layout – see graphic guidelines	1
ST37-EXT-172	Art and Interactive Multimedia Building ----- TCNJ Gallery	Building ID - Wall-mounted		Special layout – see graphic guidelines	1
ST37-EXT-174	(side a) Packer Hall ----- [LA][Accessible]	Building ID - Wall-mounted		Special layout – see graphic guidelines	1
ST37-EXT-177	(side a) Packer Hall ----- [LA][Accessible]	Building ID - Wall-mounted			1
ST35-EXT-178	(SIDE A) Social Sciences Building ----- (SIDE B) Social Sciences Building -----	Building ID - Free-Standing			1

Message Schedule
19TCNJ212013 The College of New Jersey Exterior Sign System

Phase:
Revision No.
Issued Date: February 7, 2020

Sign ID	Message	Description	Drawing No.	Notes	Qty.
ST35-EXT-179	(SIDE A) Social Sciences Building ----- (SIDE B) Social Sciences Building -----	Building ID - Free-Standing			1
ST35-EXT-181	(side a) Music Building ----- Mayo Concert Hall (side b) Music Building ----- Mayo Concert Hall	Building ID - Free-Standing			1
ST35-EXT-184	(side a) Trenton Hall ----- Admissions	Building ID - Free-Standing			1
ST35-EXT-185	(side a) Bliss Hall ----- (side b) Bliss Hall -----	Building ID - Free-Standing			1
ST35-EXT-186	(side a) School of Business ----- (side b) School of Business -----	Building ID - Free-Standing			1
ST28a-EXT-187	(side a) Bliss Annex ----- [RA] [Accessible] Enter via ramp	Accessible Blaze - free-standing			1
ST28a-EXT-188	(side a) Bliss Hall ----- [RA] [Accessible] Accessible entrance on north side of building	Accessible Blaze - free-standing			1



5.2

The College of New Jersey

Message Schedule

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

Message Schedule
19TCNJ212013 The College of New Jersey Exterior Sign System

Phase:
Revision No.
Issued Date: February 7, 2020

Sign ID	Message	Description	Drawing No.	Notes	Qty.
ST35-EXT-190	(side a) Bliss Hall	Building ID - Free-Standing			1
	(side b) Bliss Hall				
ST35-EXT-191	(side a) Bliss Annex	Building ID - Free-Standing			1
	(side b) Bliss Annex				
ST35-EXT-194	(side a) Armstrong Hall	Building ID - Free-Standing			1
	(side b) Armstrong Hall				
ST37-EXT-195	Armstrong Hall	Building ID - Wall-mounted			1
ST37-EXT-198	Kendall Hall	Building ID - Wall-mounted		*Combined message with ST28a -199	1
	Black Box Theater				
	[RA] [Accessible]				
ST35-EXT-210	(side a) Green Hall	Building ID - Free-Standing			1
	(side b) Green Hall				
ST28a-EXT-211	(side a) Green Hall	Accessible Blaze - free-standing			1
	[LA] [Accessible] Accessible entrance on south side of building				
	(side b) Green Hall				
	[LA] [Accessible] Accessible entrance on south side of building				

Message Schedule
19TCNJ212013 The College of New Jersey Exterior Sign System

Phase:
Revision No.
Issued Date: February 7, 2020

Sign ID	Message	Description	Drawing No.	Notes	Qty.
ST28a-EXT-214	(side a) Green Hall	Accessible Blaze - free-standing			1
	[LA][Accessible] Enter via ramp				
	(side b) Green Hall				
	[LA][Accessible] Enter via ramp				
ST37-EXT-216	Forcina Hall	Building ID - Wall-mounted			1
ST35-EXT-218	(side a) Packer Hall	Building ID - Free-Standing			1
	(side b) Packer Hall				
ST28a-EXT-220	(side a) Green Hall	Accessible Blaze - free-standing			1
	Gitenstein Library Library Auditorium				
	[RA] [Accessible]				
	(side b) Green Hall				
	Gitenstein Library Library Auditorium				
	[RA] [Accessible]				
ST28a-EXT-224	(side a) Gitenstein Library	Accessible Blaze - free-standing			1
	[RA] [Accessible] Accessible entrance on east side of building				
	(side b) Gitenstein Library				
	[RA] [Accessible] Accessible entrance on east side of building				
ST28b-EXT-226	Gitenstein Library	Accessible Blaze - wall-mounted			1
	Library Auditorium				
	[Accessible]				
	[RA]				



5.3

The College of New Jersey

Message Schedule

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

Message Schedule
19TCNJ212013 The College of New Jersey Exterior Sign System

Phase:
Revision No.
Issued Date: February 7, 2020

Sign ID	Message	Description	Drawing No.	Notes	Qty.
ST26-EXT-274	(side a) [UA] Ackerman Park Lions Stadium Main Campus (side b) [UA] Lots 10-11 [pkg symbol]	Pedestrian Directional			1
ST30-EXT-275	(side a) Townhouses West ----- (side b) Townhouses West -----	Building ID - Vehicular			1
St26a-EXT-281	(side a) [UA] Residence Halls Tennis Complex [RA] Lots 10-11 (pkg symbol) Recreation Center Travers-Wolfe Halls [LA] Eickhoff Hall Main Campus (side b) [UA] Lot 12 Packer Hall [RA] Eickhoff Hall Main Campus [LA] Lots 10-11 (pkg symbol) Recreation Center Travers-Wolfe Halls	Ped directional- bandit mtd			1
ST35-EXT-284	(Side A) Travers- Wolfe Halls ----- (Side B) Travers- Wolfe Halls -----	Building ID - Free-Standing			1
ST26-EXT-285	[RA] Decker Hall [LA] Cromwell Hall Recreation Center Travers-Wolfe Halls Main Campus	Pedestrian Directional			1

Message Schedule
19TCNJ212013 The College of New Jersey Exterior Sign System

Phase:
Revision No.
Issued Date: February 7, 2020

Sign ID	Message	Description	Drawing No.	Notes	Qty.
St26a-EXT-286	(side a) [RA] Cromwell Hall Tennis Complex Townhouses Travers-Wolfe Halls [LA] Eickhoff Hall Gitenstein Library (side b) [UA] Lot 12 (pkg symbol) Packer Hall [RA] Eickhoff Hall Gitenstein Library [LA] Cromwell Hall Tennis Complex Townhouses Travers-Wolfe Halls	Ped directional- bandit mtd			1
ST26a-EXT-292	(side a) [UA] Norsworthy Hall [RA] Decker Hall Spiritual Center [LA] Centennial Hall E.A.B. Halls Gitenstein Library (side b) [LA] New Residence	Ped directional- bandit mtd			1
ST26-EXT-306	(side a) [UA] Forcina Hall [RA] Education Building Lots 17 & 18 (pkg symbol) [LA] Roscoe L. West Hall TSC Park (side b) [UA] Gitenstein Library [LA] Education Building Lots 17 & 18 (pkg symbol)	Pedestrian Directional			1
ST13-EXT-317	[pkg symbol] ----- Lot 1 ----- Faculty & Staff ----- Permit Required	Parking Lot ID			1



5.4

The College of New Jersey

Message Schedule

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

Message Schedule
19TCNJ212013 The College of New Jersey Exterior Sign System

Phase:
Revision No.
Issued Date: February 7, 2020

Sign ID	Message	Description	Drawing No.	Notes	Qty.
ST25-EXT-325	(side a) [map panel insert with 'you are here' marker] [UA] Ackerman Park Brower Student Center Lot 12 (pkg symbol) Lions Stadium Packer Hall [RA] Social Sciences Building [LA] Green Hall Gitenstein Library E.A.B. Halls (side b) [map panel insert with 'you are here' marker] [UA] Kendall Hall Science Complex [RA] Green Hall Gitenstein Library E.A.B. Halls [LA] Social Sciences Building	Pedestrian Directional			1
St26a-EXT-333	(side a) [UA] Lot 12 (pkg symbol) Packer Hall Tennis Complex [RA] Ackerman Field Lions Stadium [LA] Main Campus (side b) [UA] Art & IMM Building Lot 5 (pkg symbol) [RA] Main Campus [LA] Ackerman Park Lions Stadium	Ped directional- bandit mtd			1

Message Schedule
19TCNJ212013 The College of New Jersey Exterior Sign System

Phase:
Revision No.
Issued Date: February 7, 2020

Sign ID	Message	Description	Drawing No.	Notes	Qty.
ST26-EXT-337	(side a) [UA] Admin. Services Campus Police June Walker Field [RA] Phelps Hall [LA] Field Hockey/LAX Lot 7 (pkg symbol) (side b) [UA] Hausdoerffer Hall Lots 3-6 (pkg symbol) [RA] Field Hockey/LAX Lot 7 (pkg symbol) [LA] Phelps Hall	Pedestrian Directional		"Field Hockey/Lacrosse Complex" is too long. message needs to be abbreviated	1
ST26-EXT-340	(side a) [UA] Field Hockey/LAX June Walker Field Track/Field [LA] Ackerman Park Lions Stadium (side b) [UA] Lot 7 (pkg symbol) [RA] Ackerman Park Lions Stadium	Pedestrian Directional		message needs to be abbreviated"Field Hockey/Lacrosse Complex" and "Track/Field Complex" are too long for this sign type.	1
ST30-EXT-343	(Side A) Ackerman Park ----- (Side B) Ackerman Park -----	Building ID - Vehicular		Sign on fence is to be removed	1
ST30-EXT-344	(SIDE A) Townhouses South ----- (SIDE B) Townhouses South -----	Building ID - Vehicular			1
ST30-EXT-370	Townhouses West -----	Building ID - Vehicular			1

GRAND-TOTAL 43



5.5

The College of New Jersey

Message Schedule

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

Message Schedule
19TCNJ212013 The College of New Jersey Exterior Sign System

Phase:
Revision No.
Issued Date: February 7, 2020

Sign ID	Message	Description	Drawing No.	Notes	Qty.
Replace - 12/11/2019					34
New					33
ST35-EXT-129	(SIDE A) Art & IMM Bldg. ----- TCNJ Gallery (SIDE B) Art & IMM Bldg. ----- TCNJ Gallery	Building ID - Free-Standing		Fabricator to REMOVE EXISTING SIGN during installation. Special layout- see graphic guidelines	1
ST35-EXT-176	(SIDE A) Packer Hall ----- (SIDE B) none	Building ID - Free-Standing		Fabricator to REMOVE EXISTING SIGN during installation.	1
ST30-EXT-250	(side a) Phelps Hall ----- (side b) Phelps Hall	Building ID - Vehicular		Fabricator to REMOVE EXISTING SIGN during installation.	1
ST30-EXT-252	(side a) Hausdoerffer Hall ----- (side b) Hausdoerffer Hall -----	Building ID - Vehicular		Fabricator to REMOVE EXISTING SIGN during installation.	1
ST30-EXT-254	(side a) Art & IMM Building ----- TCNJ Gallery (side b) Art & IMM Building ----- TCNJ Gallery	Building ID - Vehicular		Fabricator to REMOVE EXISTING SIGN during installation.	1
ST30-EXT-256	(side a) Trenton Hall ----- Admissions (side b) Trenton Hall ----- Admissions	Building ID - Vehicular		Fabricator to REMOVE EXISTING SIGN during installation.	1

Message Schedule
19TCNJ212013 The College of New Jersey Exterior Sign System

Phase:
Revision No.
Issued Date: February 7, 2020

Sign ID	Message	Description	Drawing No.	Notes	Qty.
ST35-EXT-270	(side a) Admin. Services Bldg. ----- Campus Police	Building ID - Free-Standing		Fabricator to REMOVE EXISTING SIGN during installation.	1
ST28c-EXT-273	(side a) For safety walk/jog on the side facing traffic (side b) For safety walk/jog on the side	Blaze- walk/jog		Fabricator to REMOVE EXISTING SIGN during installation.	1
ST30-EXT-276	(side a) Townhouses East ----- (Side b) Townhouses East -----	Building ID - Vehicular		Fabricator to REMOVE EXISTING SIGN during installation.	1
ST39-EXT-278	Service & Delivery Vehicles Only	Bldg ID regulatory		Fabricator to REMOVE EXISTING SIGN during installation.	1
ST35-EXT-279	(Side A) Recreation Center ----- (Side B) Recreation Center -----	Building ID - Free-Standing		Fabricator to REMOVE EXISTING SIGN during installation.	1
ST35-EXT-287	(Side A) The 1855 Room ----- Faculty, Staff, Students Dining (Side B) The 1855 Room ----- Faculty, Staff, Students Dining	Building ID - Free-Standing		Fabricator to REMOVE EXISTING SIGN during installation.	1
ST30-EXT-289	(side a) Mail Room ----- Shipping & Receiving (side b) Mail Room ----- Shipping & Receiving	Building ID - Vehicular		Fabricator to REMOVE EXISTING SIGN during installation.	1

Message Schedule

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

Message Schedule
19TCNJ212013 The College of New Jersey Exterior Sign System

Phase:
Revision No.
Issued Date: February 7, 2020

Sign ID	Message	Description	Drawing No.	Notes	Qty.
ST13-EXT-290	(side a) [pkg symbol] ----- Lot 15 ----- Facilities Staff ----- Permit Required (side b) [pkg symbol] ----- Lot 15 ----- Facilities Staff ----- Permit Required	Parking Lot ID		Fabricator to REMOVE EXISTING SIGN during installation.	1
ST35-EXT-291	(side a) C-store ----- (side b) C-store	Building ID - Free-Standing		Fabricator to REMOVE EXISTING SIGN during installation.	1
ST35-EXT-293	Spiritual Center -----	Building ID - Free-Standing		Fabricator to REMOVE EXISTING SIGN during installation.	1
ST28c-EXT-294	(side a) For safety walk/jog on the side facing traffic (side b) For safety walk/jog on the side	Blaze- walk/jog		Fabricator to REMOVE EXISTING SIGN during installation.	1
ST4-EXT-295	(side a) [ra] E. A. B. Halls Eickhoff Hall New Residence Norsworthy Hall Spiritual Center (side b) [ra] E. A. B. Halls Eickhoff Hall New Residence Norsworthy Hall Spiritual Center	Vehicular Directional		Fabricator to REMOVE EXISTING SIGN during installation.	1
ST30-EXT-296	(side a) Norsworthy Hall ----- (side b) Norsworthy Hall -----	Building ID - Vehicular		Fabricator to REMOVE EXISTING SIGN during installation.	1
ST35-EXT-298	(side a) New Residence Hall ----- (side b) New Residence Hall -----	Building ID - Free-Standing		Fabricator to REMOVE EXISTING SIGN during installation.	1

Message Schedule
19TCNJ212013 The College of New Jersey Exterior Sign System

Phase:
Revision No.
Issued Date: February 7, 2020

Sign ID	Message	Description	Drawing No.	Notes	Qty.
ST30-EXT-299	Ely, Allen, Brewster Halls -----	Building ID - Vehicular		Fabricator to REMOVE EXISTING SIGN during installation.	1
ST28c-EXT-302	(side a) For safety walk/jog on the side facing traffic (side b) For safety walk/jog on the side	Blaze- walk/jog		Fabricator to REMOVE EXISTING SIGN during installation.	1
ST30-EXT-304	(Side a) Centennial Hall ----- (Side b) Centennial Hall -----	Building ID - Vehicular		Fabricator to REMOVE EXISTING SIGN during installation.	1
ST28c-EXT-307	(side a) For safety walk/jog on the side facing traffic (side b) For safety walk/jog on the side	Blaze- walk/jog		Fabricator to REMOVE EXISTING SIGN during installation.	1
ST28c-EXT-313	(side a) For safety walk/jog on the side facing traffic (side b) For safety walk/jog on the side	Blaze- walk/jog		Fabricator to REMOVE EXISTING SIGN during installation.	1
ST35-EXT-316	(SIDE A) Armstrong Hall ----- (SIDE B) Armstrong Hall -----	Building ID - Free-Standing		Fabricator to REMOVE EXISTING SIGN during installation.	1
ST39-EXT-320	Ecological Study Forest and Nature Trail	Bldg ID regulatory		Fabricator to REMOVE EXISTING SIGN during installation.	1
ST13-EXT-329	[pkg symbol] ----- Visitors Parking ----- Permit Required	Parking Lot ID		Fabricator to REMOVE EXISTING SIGN during installation. Special layout – see graphic guidelines	1
ST30-EXT-332	Art & IMM Building -----	Building ID - Vehicular		Fabricator to REMOVE EXISTING SIGN during installation.	1
ST39-EXT-334	Watch for pedestrians. Park in marked spaces only.	Bldg ID regulatory		Fabricator to REMOVE EXISTING SIGN during installation.	1



5.7

The College of New Jersey

Message Schedule

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

Message Schedule
19TCNJ212013 The College of New Jersey Exterior Sign System

Phase:
Revision No.
Issued Date: February 7, 2020

Sign ID	Message	Description	Drawing No.	Notes	Qty.
ST13-EXT-338	[pkg symbol]	Parking Lot ID		Fabricator to REMOVE EXISTING SIGN during installation.	1
	Lot 7				
	Commuter & Visitor Level 1 & 2			Special Layout see construction documentation	
	Apartment & Residents Ramp between 2 & 3, Level 3				
	Campus Town Level 4				
ST28c-EXT-339	(side a) For safety walk/jog on the side facing traffic	Blaze- walk/jog		Fabricator to REMOVE EXISTING SIGN during installation.	1
	(side b) For safety walk/jog on the side				
ST28c-EXT-350	(side a) For safety walk/jog on the side facing traffic	Blaze- walk/jog		Fabricator to REMOVE EXISTING SIGN during installation.	1
	(side b) For safety walk/jog on the side				

Message Schedule
19TCNJ212013 The College of New Jersey Exterior Sign System

Phase:
Revision No.
Issued Date: February 7, 2020

Sign ID	Message	Description	Drawing No.	Notes	Qty.
Defective					1
ST25-EXT-113	(side a) [map panel insert with 'you are here' marker]	Pedestrian Directional			1
	[UA] Education Building Residence Halls Spiritual Center				
	[RA] Eickhoff Hall Lot 12 [pkg symbol] Packer Hall Recreation Center TCNJ Library Library Auditorium Tennis Complex Travers-Wolfe Halls				
	[LA] Forcina Hall Roscoe L. West Hall Sarnoff Collection STEM Building				
	(side b) [map panel insert with 'you are here' marker]				
	[UA] Academic Buildings Music Building Mayo Concert Hall Social Sciences Bldg				
	[RA] Forcina Hall Roscoe L. West Hall Sarnoff Collection STEM Building				
	[LA] Art & IMM Building TCNJ Gallery Brower Student Center Loser Hall Admissions Lots 3-14 [pkg symbol] Recreation Center Tennis Complex Travers-Wolfe Halls Visitor Parking [pkg symbol]				
GRAND-TOTAL 34					



5.8

The College of New Jersey

Message Schedule

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted





Message Schedule
19TCNJ212013 The College of New Jersey Exterior Sign System

Phase:
Revision No.
Issued Date: February 7, 2020

Sign ID	Message	Description	Drawing No.	Notes	Qty.
Removal Only - 12/11/2019					4
Installed					4
ST30-EXT-258	REMOVAL ONLY no replacement at this time (side a) Buisness Building (side b) Buisness Building	Building ID - Vehicular		REMOVAL ONLY no replacement at this time	1
ST30-EXT-260	REMOVAL ONLY no replacement at this time (side a) Bliss Hall (side b) Bliss Hall	Building ID - Vehicular		REMOVAL ONLY no replacement at this time	1
ST13-EXT-297	REMOVAL ONLY no replacement at this time	Parking Lot ID		REMOVAL ONLY no replacement at this time	1
ST35-EXT-318	REMOVAL ONLY no replacement at this time (Side a) Kendall Studio II Music [RA] (side b) Kendall Studio II Music [LA]	Building ID - Free-Standing		REMOVAL ONLY no replacement at this time	1
GRAND-TOTAL					4

Defects Report
19TCNJ212013 The College of New Jersey Exterior Sign System

Phase:
Revision No.
Issued Date: February 7, 2020



Sign ID	Defect Recommendation	Picture 1	Picture 2	Qty.
Damaged - 12/11/2019				3
Defective				3
ST13-EXT-12	Remove and replace panels. Repaint entire sign structure. Sign to read: (side a) [pkg symbol] ----- Lot 12 ----- Faculty/Staff & Visitors ----- Permit Required (side b) [pkg symbol] ----- Lot 12 ----- Faculty/Staff & Visitors ----- Permit Required			
ST26-EXT-123	Replace front and back panels. Repaint entire structure. sign to read: (side a) [LA] Lions Stadium [RA] Packer Hall Recreation Center Tennis Complex [UA] Main Campus (side b) [LA] Recreation Center Tennis Complex [RA] Lions Stadium [UA] Ackerman Park June Walker Field Field Hockey/LAX Track and Field			

Message Schedule

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

Defects Report
19TCNJ212013 The College of New Jersey Exterior Sign System

Phase:
Revision No.
Issued Date: February 7, 2020

Sign ID	Defect Recommendation	Picture 1	Picture 2	Qty.
ST13-EXT-13	Replace front panels with proper materials. Repaint entire structure. sign to read: (side a) [pkg symbol] ----- Lot 5 ----- Commuters & Visitors ----- Permit Required (side b) [pkg symbol] ----- Lot 5 ----- Commuters & Visitors ----- Permit Required			
GRAND-TOTAL 3				

Message Schedule
19TCNJ212013 The College of New Jersey Exterior Sign System

Phase:
Revision No.
Issued Date: February 7, 2020

Sign ID	Message	Description	Drawing No.	Notes	Qty.
Alternate 1 - 12/11/2019					5
New					5
ST35-EXT-346	Private Residence ----- DO NOT ENTER No hunting or fishing permission granted	Building ID - Free-Standing		Fabricator to REMOVE EXISITING SIGN during installation.	1
ST13-EXT-347	(side a) [pkg symbol] ----- TCNJ Construction Parking Only ----- No trespassing or dumping (side b) [pkg symbol] ----- TCNJ Construction Parking Only ----- No trespassing or dumping	Parking Lot ID		Fabricator to REMOVE EXISITING SIGN during installation.	1
ST30-EXT-348	(side a) Green Lane Athletic Field ----- (side b) Green Lane Athletic Field -----	Building ID - Vehicular		Fabricator to REMOVE EXISITING SIGN during installation.	1
ST39-EXT-349	(side a) [A3] Attention No trespassing or dumping (side b) [A3] Attention No trespassing or dumping	Bldg ID regulatory		Fabricator to REMOVE EXISITING SIGN during installation.	1
ST35-EXT-351	TSC Corp. -----	Building ID - Free-Standing			1
GRAND-TOTAL 5					

5.10

The College of New Jersey

Message Schedule

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

Message Schedule
19TCNJ212013 The College of New Jersey Exterior Sign System

Phase:
Revision No.
Issued Date: February 7, 2020

Sign ID	Message	Description	Drawing No.	Notes	Qty.
Alternate 2 - 12/11/2019					8
New					8
ST21-EXT-283	(side a) Campus Map [map panel insert with 'you are here' marker]	Map Stanchion			1
ST21-EXT-300	(side a) Campus Map [map panel insert with 'you are here' marker] (side b) Campus Map [map panel insert with 'you are here' marker]	Map Stanchion			1
ST21-EXT-305	(side a) Campus Map [map panel insert with 'you are here' marker] (side b) Campus Map [map panel insert with 'you are here' marker]	Map Stanchion			1
ST21-EXT-309	(side a) Campus Map [map panel insert with 'you are here' marker] (side b) Campus Map [map panel insert with 'you are here' marker]	Map Stanchion			1
ST21a-EXT-341	(side a) Campus Map [map panel insert with 'you are here' marker]	Map wall-mounted		campus map is mounted on exterior bathroom wall	1
ST21-EXT-342	(side a) Campus Map [map panel insert with 'you are here' marker]	Map Stanchion			1
ST21a-EXT-352	(side a) Campus Map [map panel insert with 'you are here' marker]	Map wall-mounted		wall-mtd Located on the wall outside of the stairwell door	1
ST21a-EXT-372	(side a) Campus Map [map panel insert with 'you are here' marker]	Map wall-mounted		wall-mtd Located next to door from travers wolfe garage to travers-wolfe halls	1

Message Schedule
19TCNJ212013 The College of New Jersey Exterior Sign System

Phase:
Revision No.
Issued Date: February 7, 2020

Sign ID	Message	Description	Drawing No.	Notes	Qty.
					GRAND-TOTAL 8



5.11

The College of New Jersey

Message Schedule

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

Message Schedule
19TCNJ212013 The College of New Jersey Exterior Sign System

Phase:
Revision No.
Issued Date: February 7, 2020

Sign ID	Message	Description	Drawing No.	Notes	Qty.
Alternate 2 - 12/11/2019					8
New					8
ST21-EXT-283	(side a) Campus Map [map panel insert with 'you are here' marker]	Map Stanchion			1
ST21-EXT-300	(side a) Campus Map [map panel insert with 'you are here' marker]	Map Stanchion			1
ST21-EXT-305	(side a) Campus Map [map panel insert with 'you are here' marker]	Map Stanchion			1
ST21-EXT-309	(side a) Campus Map [map panel insert with 'you are here' marker]	Map Stanchion			1
ST21a-EXT-341	(side a) Campus Map [map panel insert with 'you are here' marker]	Map wall-mounted		campus map is mounted on exterior bathroom wall	1
ST21-EXT-342	(side a) Campus Map [map panel insert with 'you are here' marker]	Map Stanchion			1
ST21a-EXT-352	(side a) Campus Map [map panel insert with 'you are here' marker]	Map wall-mounted		wall-mtd Located on the wall outside of the stairwell door	1
ST21a-EXT-372	(side a) Campus Map [map panel insert with 'you are here' marker]	Map wall-mounted		wall-mtd Located next to door from travers wolfe garage to travers-wolfe halls	1

Message Schedule
19TCNJ212013 The College of New Jersey Exterior Sign System

Phase:
Revision No.
Issued Date: February 7, 2020

Sign ID	Message	Description	Drawing No.	Notes	Qty.
					GRAND-TOTAL 8







5.12

The College of New Jersey

Message Schedule

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 02.07.2020	Revisions	Scale As Noted

Defects Report		Phase:		
19TCNJ212013 The College of New Jersey Exterior Sign System		Revision No.		
		Issued Date: February 7, 2020		
Sign ID	Defect Recommendation	Picture 1	Picture 2	Qty.
Alternate 3 - 2/7/2020				3
New				3
ST30-EXT-0	Sign to be removed and replaced with newly fabricated sign (match construction shown in guidelines) on existing match plates.			
ST35-EXT-1	Sign to be removed and replaced with newly fabricated sign (match construction shown in guidelines) on existing match plates.			
ST35-EXT-2	Sign to be removed and replaced with newly fabricated sign (match construction shown in guidelines) on existing match plates.			
GRAND-TOTAL				3

Page 1 of 1

TCNJ

THE COLLEGE OF NEW JERSEY

5.13

The College of New Jersey

Defects Report

Client/Project		Project No.
The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
02.07.2020	02.11.2020	As Noted

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6.1

PERFORMANCE
SPECIFICATIONS

Section 6 – Specifications

Client/Project		Project No.
The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.11.19		As Noted

PART 1 - General

1.01 Work Included

- A** Labor, materials, equipment and services necessary for the fabrication, delivery and installation of signage as described in the detail drawings.
- B** Refer to the message schedule for a complete list of sign types and quantities. Signs listed on message schedule should match those indicated on sign location plans. Contractor to notify designer of any discrepancies in sign quantities by doing take-offs before manufacturing signs.
- C** Signage is located at the following location:
The College of New Jersey, 2000 Pennington Road, New Jersey
- D** For all signs, all fasteners, and support structures required for installation.
- E** After contract is awarded, further development and engineering of designer's details (for fabrication and installation) is expected and should be shown in the shop drawings.

1.02 Related Work

- A** General carpentry and painting requirements: all work to be done in a professional manner and to the highest trade standards.
- B** All work shall meet state and local codes.
- C** Use OSHA safety requirements as necessary for pedestrian or vehicular safety.

1.03 Regulatory Requirements

- A** Comply with all applicable codes, laws, sign ordinances, and ADA guidelines.

1.04 Reference Standards

- Refer to current editions of the following (as applicable):
- A** ASTM A36—Structural Steel
- B** ASTM A123—Zinc (Hot Galvanized) coatings on products fabricated from rod, pressed and forged steel shapes, plates and bars.
- C** TM B135 QQ-B-613 (Fed Spec)—Brass, Muntz 280

- D** ASTM B221—Aluminum-alloy extruded bars, rods, wire, shapes and tubes.
- E** ASTM D822—Light and water exposure apparatus (carbon-arc type) for testing paint, varnish, lacquer and related products.
- F** ASTM E84—Surface burning characteristics of building materials.
- G** FS L-P-391—Plastic sheet, rods and tubing, rigid, cast materials.
- H** FS L-P-387—Plastic sheet, laminated, thermosetting.
- I** PS-1—Construction and industrial plywood.
- J** PEI—Porcelain Enamel Institute.
- K** UL 943—Fluorescent lamp ballasts.
- L** CDA—Copper Development Association, Inc.
- M** AWI—Comply with applicable requirements of "Architectural Woodwork Quality Standards" published by the Architectural Woodwork Institute.
- N** ASTM C 880—Stone, granite flexural strength testing
- O** ASTM C 1354—Stone, granite anchorage testing
- P** ASTM- WK10687 New Standard Practice for the Determination of Luminance under Monochromatic LED Illumination
- Q** ASTM D 638 Standard Test Method for Tensile Properties of Plastics
- R** ASTM D648 Deflection Temperature Under Load

1.05 Submittals

A Requirements

- 1 Deliver all shop drawings, product data and sample submittals at the same time.
- 2 The client/designer may hold shop drawings, product data and samples in cases where a partial submittal cannot be reviewed until associated items have been received.
- 3 Allocate not less than two weeks, plus mailing time, for processing by the client and designer.

B Schedule

- 1 Submit schedule with all pertinent dates and milestones for the project.

- 2 Include submittal delivery dates, fabrication and installation dates
- 3 Allow several weeks in schedule for review and revision time for all submittals.
- 4 Allow at least one week for punchlist review and repair
- 5 Revise schedule regularly as project details dictate.

C Shop Drawings

- 1 Submit three (3) sets of shop drawings as outlined below.
- 2 Include plans, elevations, sections with large scale attachment details. Show anchorages and accessory items.
- 3 Show fabrication and installation details, including all sign components such as extrusions, brackets, bracing, hardware, internal framing, foundations, etc.
- 4 Provide engineering data to confirm viability of signs and supports, including structural stability of all signs, fasteners and foundation design.
- 5 **Shop drawings to be stamped by licensed NJ engineer if required by local code/ordinances**
- 6 Shop drawing set to include layout drawings of message panels for each sign location. Use layout drawings in design document as a graphic guide.

D Samples

- 1 Client/designer reserve the right to reject any samples that do not satisfy the construction, finish or color requirements. Submit additional samples as required to obtain final approval.
- 2 Samples shall be labeled on the back, designating item number, name of manufacturer, sign type and location.
- 3 Samples should represent extreme variations in color and texture that might occur during fabrication.
- 4 **The following samples must be submitted and approved prior to the fabrication of all signs:**

1) 4 sets of color samples used in this project including paint samples on 4"x4" thin aluminum plates

2) Sample of post and cabinet. See page 3.52

3) Map samples (multiple samples may be required to match colors)

Client/Project		Project No.
The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.11.19	03.09.2020	As Noted

PART 1 - General

E Maintenance Data

- 1 Submit two (2) copies of each manufacturer's recommendations for maintenance of all items.
- 2 The instructions shall cover cleaning, repair, repainting and maintenance of signs, including data on cleaning solutions or methods of application that should be avoided.
- 3 Provide maintenance and warranty information in a searchable digital document format (to be submitted to TCNJ with other electronic materials on a USB drive)

1.06 Protection

- A Store and protect assemblies from injury at the shop, in transit to the job and until erected in place, completed, inspected and accepted.
- B Take special precautions to prevent pilferage both prior to and after installation. Be prepared to provide replacements for any material so removed from the site.

1.07 Inspection

- A Materials, colors and fabricated or partially fabricated items shall be available for inspection at the factory or elsewhere, by the client/designer during the process of manufacture and until final delivery, installation and acceptance, to determine whether or not there is compliance with the requirements of these specifications.
- B Approval prior to the time of final acceptance shall not preclude rejection of delivered items which do not satisfy these specifications.

1.08 Warranty

All warranties on fabricator's standard contract forms must be modified to match warranty criteria mentioned herewith. Any changes in warranty length or criteria must be negotiated prior to contract signing. Any discrepancies from fabricator's contract are superseded by this performance specification.

ALL PAINT FINISH WARRANTIES MUST BE ACCOMPANIED BY WRITTEN WARRANTIES FROM THE PAINT MANUFACTURER.

- A Warrant all products (including, but not limited to, materials, hardware and finishes) against any and all

defects for a minimum period of 2 years from date of installation.

- B Correct any and all defects in material and/or workmanship which may appear during the warranty period by restoring defective work to the standard of the contract documents at no cost to the owner and to the owner's satisfaction.
- C Correct any and all paint finish defects which may appear during the warranty period by restoring defective work to the standard of the contract documents at no cost to the owner and to the owner's satisfaction.

PAINT FINISHES SHALL BE WARRANTIED AS FOLLOWING:

- 1 Acrylic polyurethane with 290228SP Super Satin Clearcoat - 10 yrs for fading and gloss retention as measured in accordance with ASTM D523 using 60 degree readings.
- 2 In order to obtain a 10 year warranty from Matthews Paint Company the following criteria must be met and evaluated by the fabricator's local MPC representative. A project specific warranty will then be written.

a. The paint shop applying finishes must meet MPC quality standards for application and process.

b. Location of installed project and exposure to environmental conditions will factor into warranty consideration.

c. Design and shape of the product in which the finishes are being applied to.

d. Only MPC products may be used to finish the base substrate. Use of primers, basecoats or clearcoats in conjunction with MPC products will void any possible warranties.
3. To contact or establish your local MPC representative, call into the main toll-free phone number listed below:

Matthews Paint Company

1.800.323.6593
4. Fabricator must supply Cloud Gehshan and the client with proof of warranty as supplied by MPC.
- D Vinyl die-cut letters shall be warrantied for five years against delamination from substrate.
- E Correct any and all paint finish defects which may appear during the warranty period by restoring defective work to

the standard of the contract documents at no cost to the owner and to the owner's satisfaction.

Paint finishes shall be warranted as following (see drawings for applicable specified finishes):

- 1 Corafon fluoropolymer solvent-based paint - 10 years for gloss retention as measured in accordance with ASTM D523 using 60 degree readings. 10 years for color retention as measured by ASTM D2244 Section 6.3 using Hunter LAB Color difference.

- F Additional corrections shall include, but not be limited to, the following:

1 Bubbling, crazing, chalking, rusting or other disintegration of the sign face or of the messages or of the edge finish of the sign inserts or panel.

2 Corrosion developing beneath paint surfaces of the support systems (except when it is the result of obvious vandalism or other external damage to the paint surfaces).

3 Corrosion of the fastenings.

4 The signs not remaining true and plumb on their supports.

5 Fading of the colors when matched against a sample of the original color and material.

6 Discoloration of metal finishes.

7 Uneven illumination; dark or hot spots.

Client/Project		Project No.
The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.11.19		As Noted

PART 2 - Products

1.09 Alternate Fabrication

- A**

The drawings show design intent and construction fabrication details. The fabricator is responsible for fabrication and overall level of quality.

Any changes in the engineering design, materials, fabrication techniques or details necessary to the successful completion of this project should be discussed with Cloud Gehshan Associates, Inc. in advance of producing shop drawings.
- B**

The designer recognizes that manufacturers may have shop fabrication techniques that differ from details shown. Suggested changes in fabrication that do not alter the design intent nor reduce the quality will be considered by the client/designer **provided** they are submitted in sketch form as soon as possible prior to shop drawing preparation.
- C**

The client and CGA expect the fabricator to produce a full shop drawing set incorporating any recommendations to improve the manufacturing, engineering or increase longevity to the product.

2.01 Quality Assurance

- A**

Work done and materials furnished shall meet the highest industry standards in every respect and, unless otherwise specified, materials and equipment shall be new and of the latest design.
- B**

Use only personnel thoroughly skilled and experienced with the products and method for fabrication and installation of signage specified.
- C**

The designer shall reserve the right to reject any shop drawings, samples or other submittals, as well as any finished product or installation, that cannot meet the standard of quality established. Any such decision will be considered final and not subject to recourse.
- D**

The intent of the contract documents is to provide everything necessary for a complete contract. In the event of conflict or omission, the fabricator shall consult the designer for resolution.
- E**

Materials and hardware not specified, but necessary to the complete functioning of the sign, shall conform to the quality level established.

2.02 Preferred material suppliers

Vendors and products listed below are specified for this project. These products have either been tested on prior projects and have delivered proven results, or have properties unique to this project. **The bidder may include substitute materials or equipment or methods in lieu of those specified in the contract documents. Any substitution must be equal in type, function and quality to the item required in the contract.**

- A**

Acrylic Polyurethane paint
Matthews Paint Company
800.323.6593
- B**

3M adhesive tape & vinyl film
3M
1.888.364.3577
- C**

Silicone Silastic 732 RTV
Dow Corning Corp.
800.346.9882

2.03 Sign Types (not all types apply to this project)

- A**

Factory silk screen

1 Coating inks over reflective vinyl material on surface of message panels.
- B**

Field silk screen

1 Surface, on painted aluminum or glass panels and doors.
- C**

Vinyl legends (letters or other die-cut shapes)

1 On aluminum, acrylic or glass.
- D**

Cut/fabricated letters

1 Aluminum with brushed grain and anodized finish
- E**

Aluminum structures

1 Extrusions, as noted.

2 Aluminum sheet or plate, rolled as necessary.

3 Aluminum hardware.

4 Steel supports
- F**

Channel letters - illuminated

1 Fabricated aluminum channels with internal light source (LED)

2 Reverse lit, halo.

3 Front lit with polycarbonate lens

2.04 Design Requirements

- A**

Artwork specifications

1 Symbols and artwork for this project will be provided by CGA as electronic files via email. Do not use substitutes or attempt to re-create these images.

2 Refer to design drawings for placement of message copy and images.
- B**

Artwork

1 The contractor shall be responsible for preparation of all artwork (including, but not limited to type, arrows, imagery, drawings, photographs, symbols) necessary beyond that provided with contract award and for any touch-up of artwork for photographic enlargement. Quality of artwork for finished signage shall be the responsibility of the contractor. The designer reserves the right to reject artwork if it fails to meet the standard of quality established.

Client/Project		Project No.
The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.11.19		As Noted

PART 2 - Products (continued)

2	Messages and sign locations will be supplied by client. The fabricator will work with client to determine final placement of signs.	or one coat 74-793 spray bond at .15 to .25 mils DFT and one coat Matthews Acrylic Polyurethane 2 mils DFT.	
2.05	MATERIALS (not all types may apply to this project)		
A	Steel angles/hardware		
B	Aluminum extrusions: for mounting plates and structural frames shall conform to ASTM B- 221, Alloy 6063-T6. Shapes, sizes and weights of members shall be as required for structural stability. All connections of aluminum members shall be heli-arc welded, continuous fillets, ground smooth on all exposed faces, unless specifically detailed otherwise. Aluminum finishes shall be herein-after specified.	NOTE: As a final step apply Coraflon Super Satin Clear 2 component 1.24 ready to spray VOC compliant, acrylic polyurethane or equivalent. Refer to manufacturers instructions.	
C	Aluminum sheet and plate: Type 5052-H-32 alloy aluminum, thickness as indicated. For painted finish, faces shall be etched to give an even satin finish and remove oxidation, then conversion coated to improve paint adhesion and inhibit corrosion. Surface shall be belt-sanded for a smooth finish, edges filed and ground then immersed in hot alkaline cleaner to remove contamination. For anodized finish, prepare for finish AA-M31-C21-A31. Provide clear acrylic polyurethane coating with a satin sheen (25 degree gloss) finish using the BRACO system manufactured by Matthews Paint Company, Wheeling, Illinois (800.323.6593 or 414.947.0700). Methods of surface preparation, coating and drying should strictly follow those recommended by the manufacturer. Fabricator to build up 3–4 mils dried film on finished sign.	2 Fluoropolymer -Solvent based -Coraflon ADS - PP Two component fluoropolymer finish with 100% FEVE (fluoropolymer) resin and an aliphatic isocyanate curing agent. Degree of gloss is specified in design drawings. Solvent clean bare aluminum per SSPC SP-1. ADS wash primer ADS225/ADS226 @ .03-.05 Mils DFT. Paint touch-up process – for Coraflon® products – for equivalent products follow manufacturer's directions 1 Do not touch up scratches using paintbrush. 2 Prep area by sanding with a very fine grit sand paper. Mix Coraflon products on site immediately before spraying. Spray all locations with scratches in one batch. Mix Component A - Coraflon ADS and Component B - Coraflon ADS1B (curing agent) Spray. Expected pot-life for this product is four hours. Apply paint using a PREVAL Spray Gun - available at: www.prevalspraygun.com 3 Spray in an even motion, feathering the edge of the spray perimeter 4 Protect message panels, adjacent areas and ground beneath signs from overspray.	to produce bond lines 5-10 mils thick and both surfaces to produce 25-50 mils thick. Use Lord spec charts to determine correct accelerator process. 3 Adhesive tape: closed-cell foam type with adhesive surfaces on both faces. Thicknesses and widths of tapes shall be as required to safely secure signs to various wall finishes, but in no case shall be less than 1/16 inch thick and 1/2 inch wide. Adhesive tape shall be equal to Norton Sealant Tape No. 1001 Series or equivalent. 4 Liquid adhesive: Silicone Silastic 732 RTV adhesive/sealant as manufactured by Dow Corning or equivalent . 2.06 FABRICATION A Report any discrepancies between drawings, specifications and owner requirements and request direction from designer before proceeding. B Verify measurements in field as required for work fabricated to fit job conditions. Before starting work, examine adjoining work on which work of this section is in any way dependent for perfect workmanship and fit. C Make work in ample time not to delay job progress and deliver to job at such time as required for proper coordination. Fabricate work true to line and detail with clean, sharply defined profiles. Finish surfaces smooth unless otherwise specified. D Do cutting, punching, drilling and tapping required for attachment or other work coming in contact with signage work where indicated. E Changeability: fabricate signs in such a manner that each of the major mounting components may be removed and replaced with similar components by maintenance personnel, but not by unauthorized personnel. F Construction: fabricate all joints, corners, miters, etc., with work accurately machined, filed and fitted, rigidly framed together at joints and contact points. Carefully match all work to provide a perfect continuity of lines and design, with metal in contact having hairline joints. Make joints of such character and assembly to be strong and as rigid as adjoining sections. Make exposed joints where joint is least conspicuous. Corners shall be square as indicated. All edges shall be finished and free of saw marks. All edges exposed to pedestrian traffic shall be eased. Allow for expansion and contraction of materials from tem-
F	Adhesives		
1	Acrylic and light aluminum panels - VHB tape Very high bond acrylic tape for bonding metals and plastics. VHB can be used on both finished and unfinished surfaces. Prepare surface by removing grease, loose contaminants and oxidized spots using an isopropanol wipe down no more than fifteen minutes prior to adhesion.		
2	Heavy gauge aluminum sheets and components - Lord 201 Acrylic adhesive or equivalent Two-part acrylic structural adhesive for bonding metals and plastics. Series 201 can bond both finished and unfinished surfaces. Prepare surface by removing grease, loose contaminants and oxidized spots. Apply by spraying rolling or brushing on single surface		

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

PART 2 - Products (continued)

- perature changes, especially when two materials with different coefficients of expansion are used together.

Detail signs to minimize deflection from snow, ice, water or their own weight.

G Engineering: All shop drawings must be reviewed and sealed by a NJ licensed engineer.

All sign types shall be engineered to eliminate buckling of any members, failure at any points, distortions or other damage.

The system shall be engineered to be rigid with minimum deflection and rotation under stress and shall be able to withstand movement, shear and torsional loads.

Exposed areas of signs shall not oilcan. Signs shall be designed as structurally self-supporting units. The suspension systems and substructure shall be designed by the sign manufacturer to perform in accordance with the contract documents.

H Connections and accessories: weights of connections and accessories shall be adequate to sustain and withstand stresses and strains to which they will be normally subjected.

I Sign panels - general

1

Surface finish: provide surface finishes that are free from lines, mottling, ridges, variations in color, orange peel, bubbles, pinholes, mottling, crazing, grit and coarse particles. This applies to all methods of fabrication and finishing. Use clear coatings for durability, surface protection, appearance and maintenance.

2

Material: sign panel material is stated in the schedules under "Notes" and/or on drawings.

3

All signs shall have opaque background and opaque graphics except signs with illuminated faces.

J Anchors and fastenings

NOTE: Client has prepared initial engineering recommendations for the anchors of this sign.

1

Mechanical

a

Provide anchors and fasteners required to secure work in place.

b

Surface finish: do not expose fastenings on surface
- of sign panels unless specifically noted otherwise. Do not deform, distort or discolor sign face surfaces by attachment of concealed fastenings.

c

Corrosion resistance: all fastenings shall be non-corrosive and resistant to oxidation or other corrosive action, of the same composition completely through their cross sections, particularly when used below grade. Use highest quality stainless steel hardware and fasteners.

d

Anchors, inserts or fasteners shall be compatible with sign materials, shall not result in galvanic action or chemical interaction of adhesives and shall have demonstrable and sufficient strength for intended use.

e

Steel anchors and fastenings for exterior use shall be galvanized in accordance with ASTM A153.

f

Stability: fabricate and install signs with fastenings to withstand all actions imposed by use; 30 psf wind perpendicular to surfaces, water, ice, snow loads and similar forces.

g

Color: secure work with fastenings of same color and finish as the components they secure where they are exposed to view, unless noted otherwise.

h

All mechanical connections to utilize an application of Loctite to prevent fasteners from backing off or loosening. This application is especially important for components that are not intended to be disassembled. See more details on page 6.12.

K Messages

1

Layout: layouts are shown on the drawings. **Any problems in message layout shall be brought to the attention of the owner for solution.**

2

Fabrication: execute all signs such that letter forms are true and clean. Letter forms with rounded corners, or chipped, nicked, cut or ragged edges, will not be accepted. This applies to all methods of fabrication and copy application.

Client/Project		Project No.
The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.11.19		As Noted

PART 3 - Execution

3.01 Inspection

- A
- Examine the substrates and conditions under which the signs are to be installed and notify the designer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.02 Installation

NOTE: Client has prepared initial engineering recommendations for the anchors of this sign.

- A
- Highlight in detail proposed method of hanging signs from building. Include any pertinent data such as hoisting method (crane, block and tackle, helicopter etc.) Also include detailed plans for required staging areas and any street blockage or police assistance required to perform installation.
- B
- Install sign units and components with concealed fasteners, unless otherwise shown. Refer to detail drawings for general method. Verify each surface in field to determine specific, appropriate hardware.

Drawings in this package may not indicate any below-ground or in-wall structural tie-ins or connections that may be necessary to assure stable and secure installation of signs. Sign fabricator is responsible for determining where such connections are necessary and for coordinating with related trades to make them.
- C
- Locations: Site visit is required prior to bid submittals. refer to drawings for approximate locations. Any discrepancies or apparent deviations from drawing locations because of different site conditions shall be brought to the attention of the owner for solution. The owner's rep must be present for field placement of sign.

It shall be the responsibility of the Contractor to coordinate with Facilities Management to determine the location of utilities or any other impediment to the installation of this sign project
- D
- Install signs to be level, plumb and at the proper height. Cooperate with other trades for installation of sign units.
- E
- Clean and polish, remove excess adhesive.

3.03 Cleanup

- A
- Periodically and upon completion of the installation,

remove all waste, dirt, wrappings and excess materials, tools and equipment, and carefully and thoroughly clean all surfaces to the satisfaction of the designer.

3.04 Property Damage

- A
- Protect all adjacent surfaces from damage and pay the cost of repairing any damage to the property caused by delivery or installation of materials. In all cases, match existing surfaces.

Client/Project		Project No.
The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.11.19		As Noted

Matthews Super Satin Clear Coat



Super Satin Clear Kit

MPC194

290 228SP

This Super Satin Clear Kit is a two-component, 1.24 ready-to-spray VOC compliant, acrylic polyurethane clear, which was developed to provide extended performance under the toughest conditions.

Super Satin Clear is formulated with an excellent UV screening package that ensures protection of the color and substrate underneath or as a stand-alone clear coat.

Super Satin Clear is designed for topcoat applications to protect color coated substrate components, vinyl graphics or to highlight architectural metals, while providing extreme durability and protection.



Features:	Benefits:
<ul style="list-style-type: none">• Exceptional Gloss Retention• Outstanding Protection• Extended Life Cycle• Easy Application• Low VOC• Four Times Better Performance Than Standard Clear Coats• Dirt-Shedding Surface	<ul style="list-style-type: none">• Durable, Uniform, Like-New Appearance• Excellent Resistance to Chalking, Weathering, Marring and Abrasion• Superior UV Resistance• Lengthens Application Life and Reduces Maintenance Costs

Compatible Surfaces:
290 228SP Super Satin Clear can be applied over: All MAP®, SVOC, MAP-LVS , MAP-LVG 74 777SP Tie Bond 74 793SP Spray Bond

Required Products:
283 920SP Super Satin Catalyst
<div><div>2.8 VOC Reducers</div><div>6370SP Exempt Cool Temperature, 60 - 75°F (16 - 24°C) 6371SP Exempt Warm Temperature, 70 - 85°F (21 - 29°C) 6372SP Exempt Hot Temperature, 80°F (27°C) & above</div></div> <div><div>3.5 VOC Reducers</div><div>6300SP Cool Temperature, 60 - 75°F (16 - 24°C) 6301SP Warm Temperature, 70 - 85°F (21 - 29°C) 6302SP Hot Temperature, 80°F (27°C) & above</div></div>

Conventional Reducers can be used but will not be compliant in most heavily regulated areas.


290 228SP

Directions for Use

Surface Preparation:

Substrate should be prepared according to product instructions prior to clearcoat application.

Mix Ratio:




Kit Mix Ratios (by volume). Using this entire kit at one time is recommended.

Clear	Catalyst	Appropriate 2.8 or 3.5 VOC Reducer
16.2 parts	1 part	3 parts

Pot life is 4 hours at 77°F (25°C)

Reducers:



Exempt MAP Reducers (2.8 VOC):

6370SPExempt Cool Temperature, 60 - 75°F (16 - 24°C)

6371SPExempt Warm Temperature, 70 - 85°F (21 - 29°C)

6372SPExempt Hot Temperature, 80°F (27°C) & above


Low VOC MAP Reducers (3.5 VOC):

6300SPCool Temperature, 60 - 75°F (16 - 24°C)

6301SPWarm Temperature, 70 - 85°F (21 - 29°C)


6302SPHot Temperature 80°F (27°C) & above

Spray Set Up:



Air Pressure:


Conventional:	40 - 50 psi at the gun
HVLP:	10 psi at the cap
Pot Pressure:	15 - 18 psi



Gun Set Up:

Siphon Feed:	1.4 mm 0.055 fluid tip
HVLP:	1.4 mm 0.055 fluid tip
Pressure Pot:	1.2 mm 0.046 fluid tip

Application:



Apply:

1 full wet coat

Flash 5 - 10 minutes between coats

Follow with a second full wet coat

Recommended Wet Film Thickness:

5.1 - 7.5 mils


Recommended Dry Film Thickness:

1.5 - 2.2 mils

Caution:

All 2-component crosslinking stops or slows significantly at temperatures below 60°F or 16°C. Never spray or subject freshly painted coatings to these conditions or loss of gloss, poor water and chemical resistance, decreased durability and improper curing will occur.

Drying Times:



Dry Times at 77°F (25°C)

Dry to Touch:	1 - 2 hours
Dry to Handle:	10 - 12 hours
Dry to Recoat:	4 hours

6.8

CLEAR COAT SPECIFICATIONS

Matthews Super Satin Clear Coat Kit
No substitutions will be permitted.

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

Matthews Super Satin Clear Coat

6.9

CLEAR COAT SPECIFICATIONS

Matthews Super Satin Clear Coat Kit

No substitutions will be permitted.

Directions for Use		
Equipment Cleaning:		
Clean up equipment promptly with 45 340SP Cleanz-It or an all-purpose cleanup solvent.		
Do not leave mixed material in equipment.		
Technical Data:		
Exempt Reducers VOC Information		
290 228SP Super Satin Clear	1.29	
283 920SP Catalyst	0.95	
6370SP, 6371SP, 6372SP Exempt Reducers	0.00	
Ready to Spray (16.2 : 1 : 3)	1.24	
Low VOC Reducers VOC Information		
290 228SP Super Satin Clear	2.11 (with 6301SP)	
283 920SP Catalyst	0.95	
6300SP, 6301SP or 6302SP Reducer	6300 = 6.32 VOC	
	6301 = 6.35 VOC	
	6302 = 6.41 VOC	
Ready to Spray (16.2 : 1 : 3)	3.17	
With Conventional Reducers		
	45280 = 2.95 VOC	
	45290 = 2.95 VOC	
	6379 = 2.89 VOC	
	6396 = 2.93 VOC	
Performance Characteristics		
Volume solids (RTS)	29.50%	
Weight solids (RTS)	10.70 lbs.	
Theoretical Coverage (1.0 mil @ 100% transfer efficiency)	512.5 sq.ft./RTS gal.	
Application Conditions	60°F (16°C) minimum	
	100°F (38°C) maximum	
Relative Humidity	85% maximum	
	5° above dew point	
Gloss	30 units w/60° meter	
Flash Point (Tag closed cup)	Below 100°F (27°C)	

290 228SP

Super Satin Clear Kit

Important:

The contents of this package may have to be blended with other components before the product can be used. Before opening the packages, be sure you understand the warning messages on the labels of all components, since the mixture will have the hazards of all its parts. Improper spray technique may result in a hazardous condition. Follow spray equipment manufacturer's instructions to prevent personal injury or fire. Follow directions for respirator use. Wear eye and skin protection. Observe all applicable precautions.

See Material Safety Data Sheet and Labels for additional safety information and handling instructions.

EMERGENCY MEDICAL OR SPILL CONTROL INFORMATION - US (412) 434-4515; CANADA (514) 645-1320; MEXICO 01-800-00-21-400

Materials described are designed for application by professional, trained personnel using proper equipment and are not intended for sale to the general public. Products mentioned may be hazardous and should only be used according to directions, while observing precautions and warning statements listed on label. Statements and methods described are based upon the best information and practices known to Matthews Paint. Procedures for applications mentioned are suggestions only and are not to be construed as representations or warranties as to performance, results, or fitness for any intended use, nor does Matthews Paint warrant freedom from patent infringement in the use of any formula or process set forth herein. If you require technical assistance, please call us toll-free 800-323-6593.



The World's Finest Coating For Architectural Signage

760 Pittsburgh Drive
Delaware, OH 43015
Toll Free: 800-323-6593
Toll Free FAX: 800-947-0377

Client/Project		Project No.
The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.11.19		As Noted

Matthews Super Satin Clear Coat



September 12, 2014

Mr. Matt Cavalier, SEGD Designer
Cloud Gehshan Associates
400 Market Street
Suite 300
Philadelphia, PA 19106

Dear Matt:

Thanks for your inquiry about project warranties for Matthews brand paint products. Hopefully this letter will provide sufficient guidelines for you to work effectively with clients and fabricators to develop and manage warranty expectations on major projects.

First and foremost, it is our policy to issue project-specific, written warranties only to fabricator(s) who apply our coatings. Application is inherently part of the quality and durability of any coating; we warrant our coatings when they are properly mixed and applied. Shop factors such as application temperature, humidity, catalyst freshness, mixing accuracy, film thickness, and recoat times can all impact proper cross-linking and durability of the cured coating. We try to minimize application related risks by assessing whether fabricator(s) are qualified and knowledgeable.

There are a number of factors which affect the duration and terms of a project warranty.

First is the inherent durability of the chosen coating system. The following table illustrates several basic product factors to consider. Choosing factors furthest to the right, and in combination, maximizes system durability and warrantability.

	Good		Better		Best
Product line	N/SOA		MAP-LV		
Sheen	Flat	Satin	Semigloss	Gloss	
Clearcoat	No Clear	N/SOA Clear	VOC/MAP-LV Clear	Super Satin Clear	
Pigments/Color	Organic pigments		Inorganic pigments		

Second is the environment in which signs will be installed. Sunnier and hotter climates will degrade coatings more quickly. Southern exposures receive the most sun, followed by eastern, western, and northern. Simply put, longer and more intense UV exposure leads to more rapid degradation; a normal process. Caustic or moisture-laden environments also accelerate degradation, such as coastal, high humidity, and areas near salted roadways. In more rigorous cases, primer and/or clearcoat selection are key project considerations.

Other factors include sign design for rounded (not sharp) edges, water run-off, thermal expansion/contraction, difficult-to-coat areas, and substrate choice.

Finally, we cannot and do not warrant systems using non-Matthews coatings in combination with our coatings (e.g. a different primer), for obvious reasons.

Given all these considerations, you can understand why we take warranties seriously. Ultimately, our warranties are intended to cover users against defective paint product. Beyond that, we try to match the coating to the need and environment, and establish realistic expectations for service life. As a general rule, warranty range for non-clearcoated systems would be 3-6 years, depending on product, color, and exposure. We have seen systems last much longer, but we do not warrant longer. Clearcoats extend life 15-20% for like resin (i.e. clearcoat product same line as the color), and more for a superior clearcoat resin. For clearcoated systems, warranty range would be 4-7 years, depending on color and exposure. Warranty range for Super Satin Clear would be 8-10 years.

The stated warranty windows are offered for general understanding, but we reserve sole authority to determine the duration and terms of any project warranty; even to not warrant. Regardless of warranty offer, we will always stand by and replace product found to be defective, as packaged from our factory.

If you have a specific project warranty request, please contact Randall Crabtree or me, or have your fabricator contact their local MPC sales rep. We will work with involved parties to gather appropriate information such as product line, substrate, primer, color, installation environment(s), etc., and determine an appropriate warranty package to offer given the specifics.

I hope this explanation helps you work with clients more effectively. If you have questions, please do not hesitate to contact me at 847-370-0651.

Best Regards,


John P. Brandmeier
Director, Business and Operations

brandmeier@ppg.com

6.10

CLEAR COAT SPECIFICATIONS

Matthews Super Satin Clear Coat Kit

No substitutions will be permitted.
Fabricator must demonstrate proof of warrantee compliance.

Client/Project		Project No.
The College of New Jersey Exterior Signage and Wayfinding		19TCNJ212013
Date	Revisions	Scale
12.11.19		As Noted

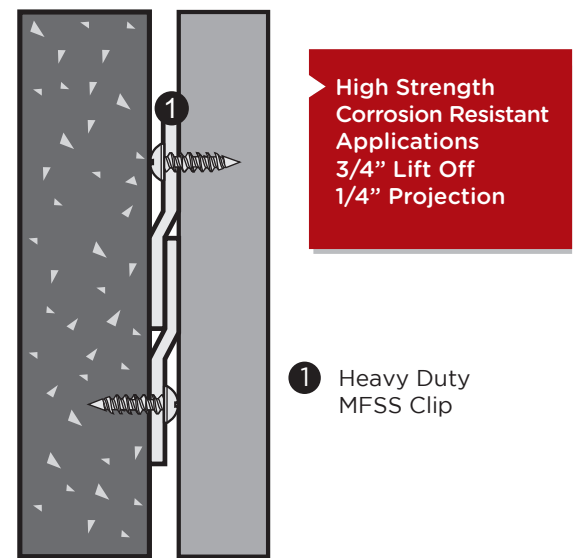
© 2020 Cloud Gehshan Associates

MONARCH Z CLIPS
Stainless Steel Hidden Fastening Systems

Heavy Duty
Stainless Steel Clips

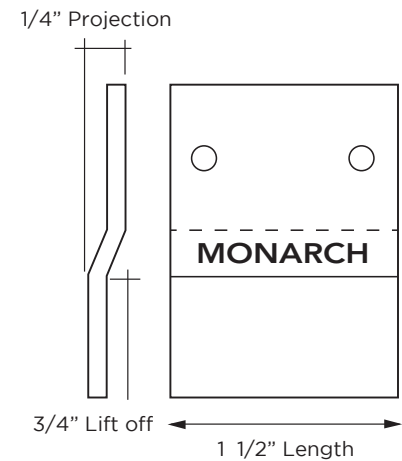
Features:

- High strength, corrosion resistant stainless steel material makes these perfect for use in exterior wet or harsh environments
- 7/8” clearance required between the top of the panel and the ceiling
- Available in 304 Stainless Steel and 316 Marine Grade Stainless Steel
- Same simple engagement mechanism as our original Monarch Clips



MFSS HD Clips	
Material	Stainless Steel
Stock Clip Size	1 1/2 Inch
Stock Continuous Length	48 Inch
Custom Lengths Available	Any
Lift Off (1)	3/4 Inch
Projection (2)	1/4 Inch
Availability	Same Day Shipping

- (1) The “Lift-Off” is the amount you need to raise the panel over its resting height to mount the panel.
- (2) The “Projection” is the distance that the panel sits out from the wall.



6.11

MONARCH Z CLIPS
SPECIFICATIONS

MFSS HD Clips

No substitutions will be permitted.

Fabricator must contact Monarch for more information regarding z-clip usage.

Monarch Metal Fabricator
631.750.3000
www.monarchmetal.com

note:

Typical spec shown. Product may vary depending on sign size, weight, etc. Contact manufacturer to determine appropriate product selection.

Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

Loctite 243



Technical Data Sheet

LOCTITE® 243™

(TDS for new formulation of Loctite® 243™) August 2016

PRODUCT DESCRIPTION

LOCTITE® 243™ provides the following product characteristics:

Table with 2 columns: Property and Value. Rows include Technology (Acrylic), Chemical Type (Dimethacrylate ester), Appearance (uncured) (Blue liquid), Fluorescence (Positive under UV light), Components (One component - requires no mixing), Viscosity (Medium, thixotropic), Cure (Anaerobic), Secondary Cure (Activator), Application (Threadlocking), and Strength (Medium).

This Technical Data Sheet is valid for LOCTITE® 243™ manufactured from the dates outlined in the "Manufacturing Date Reference" section

LOCTITE® 243™ is designed for the locking and sealing of threaded fasteners which require normal disassembly with standard hand tools. The product cures when confined in the absence of air between close fitting metal surfaces and prevents loosening and leakage from shock and vibration. The thixotropic nature of LOCTITE® 243™ reduces the migration of liquid product after application to the substrate. LOCTITE® 243™ provides robust curing performance. It not only works on active metals (e.g. brass, copper) but also on passive substrates such as stainless steel and plated surfaces. The product offers high temperature performance and oil tolerance. It tolerates minor surface contaminations from various oils, such as cutting, lubrication, anti-corrosion and protection fluids.

NSF International Registered to NSF Category P1 for use as a sealant where there is no possibility of food contact in and around food processing areas. Note: This is a regional approval. Please contact your local Technical Service Center for more information and clarification.

NSF International Certified to ANSI/NSF Standard 61 for use in commercial and residential potable water systems not exceeding 82° C. Note: This is a regional approval. Please contact your local Technical Service Center for more information and clarification.

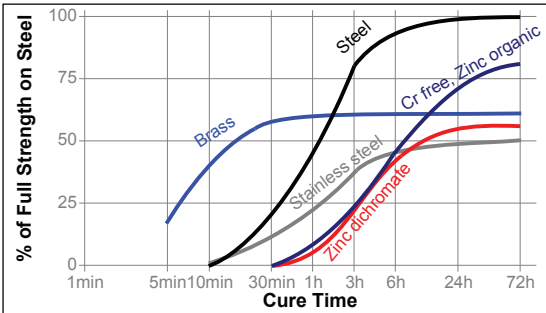
TYPICAL PROPERTIES OF UNCURED MATERIAL

Table with 2 columns: Property and Value. Rows include Specific Gravity @ 25 °C (1.08), Flash Point - See SDS, Viscosity, Brookfield - RVT, 25 °C, mPa·s (cP) (1,300 to 3,000), Viscosity, Cone & Plate, 25 °C, mPa·s (cP) (350), and Cone 35/2°Ti @ shear rate 129 s⁻¹.

TYPICAL CURING PERFORMANCE

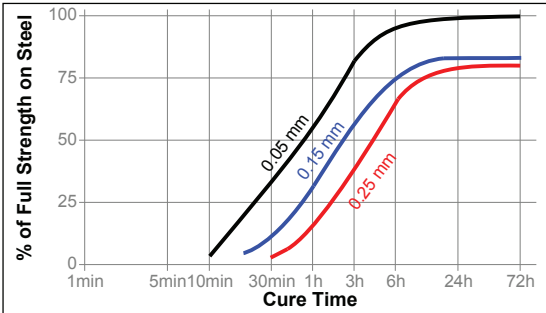
Cure Speed vs. Substrate

The rate of cure will depend on the substrate used. The graph below shows the breakaway strength developed with time on M10 steel nuts and bolts compared to different materials and tested according to ISO 10964.



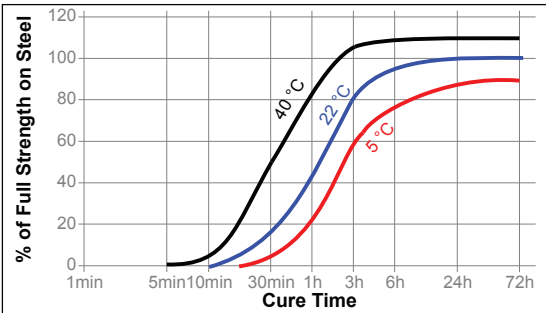
Cure Speed vs. Bond Gap

The rate of cure will depend on the bondline gap. Gaps in threaded fasteners depends on thread type, quality and size. The following graph shows shear strength developed with time on steel pins and collars at different controlled gaps and tested according to ISO 10123.



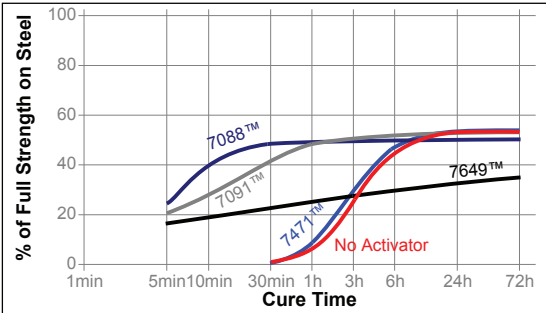
Cure Speed vs. Temperature

The rate of cure will depend on the temperature. The graph below shows the breakaway strength developed with time at different temperatures on M10 steel nuts and bolts and tested according to ISO 10964.



Cure Speed vs. Activator

Where cure speed is unacceptably long, or large gaps are present, applying activator to the surface will improve cure speed. The graph below shows the breakaway strength developed with time on M10 zinc dichromate steel nuts and bolts using Activator 7471™, 7649™, 7088™ and 7091™ and tested according to ISO 10964.



TYPICAL PERFORMANCE OF CURED MATERIAL

Adhesive Properties

Table with 2 columns: Property and Value. Rows include Breakaway Torque, ISO 10964, Unseated: M10 black oxide bolts and mild steel nuts (N·m 26, (lb.in.) (230)), M6 black oxide bolts and steel nuts (N·m 3, (lb.in.) (26)), M16 black oxide steel bolts and mild steel nuts (N·m 44, (lb.in.) (390)), and 3/8 x 16 steel nuts and bolts (N·m 12, (lb.in.) (106)).

Prevail Torque @ 180°, ISO 10964, Unseated:

Table with 2 columns: Property and Value. Rows include M10 black oxide bolts and mild steel nuts (N·m 5, (lb.in.) (40)), M6 black oxide bolts and steel nuts (N·m 1, (lb.in.) (8)), M16 black oxide steel bolts and mild steel nuts (N·m 13, (lb.in.) (115)), and 3/8 x 16 steel nuts and bolts (N·m 3, (lb.in.) (26)).

Breakloose Torque, ISO 10964, Pre-torqued to 5 N·m:

Table with 2 columns: Property and Value. Rows include M10 black oxide bolts and mild steel nuts (N·m 24, (lb.in.) (210)), and 3/8 x 16 steel nuts and bolts (N·m 15, (lb.in.) (130)).

Prevail Torque @ 180°, ISO 10964, Pre-torqued to 5 N·m:

Table with 2 columns: Property and Value. Rows include M10 black oxide bolts and mild steel nuts (N·m 4, (lb.in.) (35)), and 3/8 x 16 steel nuts and bolts (N·m 3.5, (lb.in.) (30)).

Compressive Shear Strength, ISO 10123:

Table with 2 columns: Property and Value. Rows include Steel pins and collars (N/mm² ≥7.6, (psi) (≥1,100)).

Cured for 1 week @ 22 °C

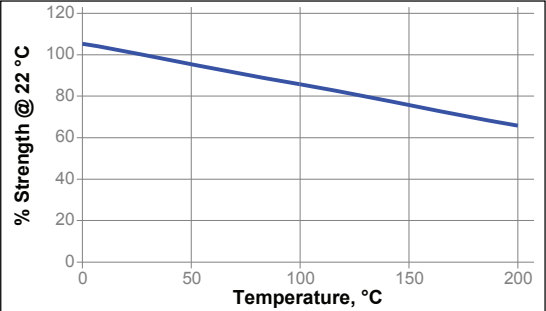
Table with 2 columns: Property and Value. Rows include Breakloose Torque, ISO 10964, Pre-torqued to 5 N·m: M10 zinc phosphate nuts and bolts (N·m 26, (lb.in.) (230)), and M10 stainless steel nuts and bolts (N·m 17, (lb.in.) (150)).

TYPICAL ENVIRONMENTAL RESISTANCE

Cured for 1 week @ 22 °C
Breakloose Torque, ISO 10964, Pre-torqued to 5 N·m:
M10 zinc phosphate steel nuts and bolts

Hot Strength

Tested at temperature



Henkel Americas +860.571.5100, Henkel Europe +49.89.320800.1800, Henkel Asia Pacific +86.21.2891.8859

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6.12

LOCTITE
SPECIFICATIONS

Loctite 243

Henkel Adhesives

860.571.5100

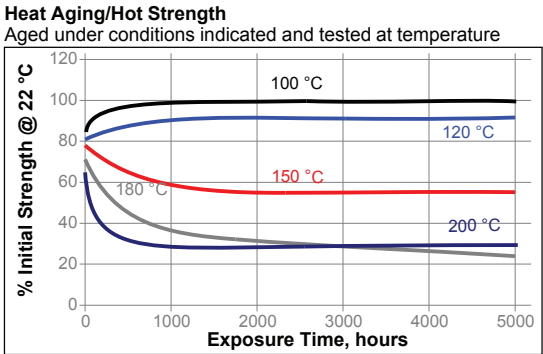
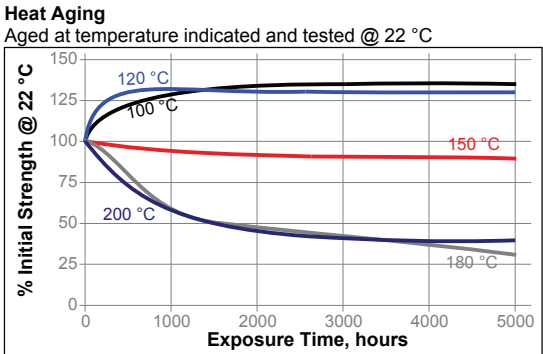
www.henkel.com/industrial

Table with 3 columns: Client/Project, Project No., Date, Revisions, Scale. Rows include The College of New Jersey Exterior Signage and Wayfinding, 19TCNJ212013, 12.11.19, and As Noted.

Loctite 243

TDS LOCTITE® 243™, August 2016

Cold Strength
This product has been tested to -75°C (-100 F). This product may work below this temperature, but has not been tested.



Chemical/Solvent Resistance
Aged under conditions indicated and tested @ 22 °C.

		% of initial strength		
Environment	°C	500 h	1000 h	5000 h
Motor oil	125	110	115	115
Unleaded gasoline	22	100	95	100
Brake fluid	22	105	110	125
Water/glycol 50/50	87	120	125	130
Acetone	22	85	85	80
Ethanol	22	95	90	90
E85 Ethanol fuel	22	95	100	95
B100 Bio-Diesel	22	110	110	125
DEF (AdBlue®)	22	61	59	70

Breakloose Torque, ISO 10964, Pre-torqued to 5 N·m:
M10 Stainless steel nuts and bolts

		% of initial strength		
Environment	°C	500 h	1000 h	5000 h
Sodium Hydroxide, 20%	22	105	105	95
Phosphoric Acid, 10%	22	110	105	110

GENERAL INFORMATION
This product is not recommended for use in pure oxygen and/or oxygen rich systems and should not be selected as a sealant for chlorine or other strong oxidizing materials.
For safe handling information on this product, consult the Safety Data Sheet (SDS).
Where aqueous washing systems are used to clean the surfaces before bonding, it is important to check for compatibility of the washing solution with the adhesive. In some cases these aqueous washes can affect the cure and performance of the adhesive.
This product is not normally recommended for use on plastics (particularly thermoplastic materials where stress cracking of the plastic could result). Users are recommended to confirm compatibility of the product with such substrates.

- Directions for use:**
For Assembly
- For best results, clean all surfaces (external and internal) with a LOCTITE® cleaning solvent and allow to dry
 - If the cure speed is too slow, use appropriate activator. Please see the Cure Speed vs. Activator graph for reference. Allow the activator to dry when needed
 - Shake the product thoroughly before use
 - To prevent the product from clogging in the nozzle, do not allow the tip to touch metal surfaces during application
 - For Thru Holes**, apply several drops of the product onto the bolt at the nut engagement area
 - For Blind Holes**, apply several drops of the product to the lower third of the internal threads in the blind hole, or the bottom of the blind hole
 - For Sealing Applications**, apply a 360° bead of product to the leading threads of the male fitting, leaving the first thread free. Force the material into the threads to thoroughly fill the voids. For bigger threads and voids, adjust product amount accordingly and apply a 360° bead of product on the female threads also
 - Assemble and tighten as required

- For Disassembly**
- Remove with standard hand tools
 - In rare instances where hand tools do not work because of excessive engagement length, apply localized heat to nut or bolt to approximately 250 °C. Disassemble while hot
 - Apply localized heat to the assembly to approximately 250 °C. Disassemble while hot

- For Cleanup**
- Cured product can be removed with a combination of soaking in a LOCTITE® solvent and mechanical abrasion such as a wire brush

Loctite Material Specification^{LMS}
LMS dated June 29, 2009. Test reports for each batch are available for the indicated properties. LMS test reports include selected QC test parameters considered appropriate to specifications for customer use. Additionally, comprehensive controls are in place to assure product quality and consistency. Special customer specification requirements may be coordinated through Henkel Quality.

Storage
Store product in the unopened container in a dry location. Storage information may be indicated on the product container labeling.
Optimal Storage: 8 °C to 21 °C. Storage below 8 °C or greater than 28 °C can adversely affect product properties.Material removed from containers may be contaminated during use. Do not return product to the original container. Henkel Corporation cannot assume responsibility for product which has been contaminated or stored under conditions other than those previously indicated. If additional information is required, please contact your local Technical Service Center or Customer Service Representative.

Conversions
(°C x 1.8) + 32 = °F
kV/mm x 25.4 = V/mil
mm / 25.4 = inches
µm / 25.4 = mil
N x 0.225 = lb
N/mm x 5.71 = lb/in
N/mm² x 145 = psi
MPa x 145 = psi
N·m x 8.851 = lb·in
N·m x 0.738 = lb·ft
N·mm x 0.142 = oz·in
mPa·s = cP

Manufacturing Date Reference
This Technical Data Sheet is valid for LOCTITE® 243™ manufactured from the dates below:

Made in:	First manufacturing date:
EU	July 2013
Brazil	July 2010
China	August 2009
India	August 2009
U.S.A.	December 2009

The manufacturing date can be determined from the batch code on the pack. For assistance please contact your local Technical Service Center or Customer Service Representative.

TDS LOCTITE® 243™, August 2016

Note:
The information provided in this Technical Data Sheet (TDS) including the recommendations for use and application of the product are based on our knowledge and experience of the product as at the date of this TDS. The product can have a variety of different applications as well as differing application and working conditions in your environment that are beyond our control. Henkel is, therefore, not liable for the suitability of our product for the production processes and conditions in respect of which you use them, as well as the intended applications and results. We strongly recommend that you carry out your own prior trials to confirm such suitability of our product.
Any liability in respect of the information in the Technical Data Sheet or any other written or oral recommendation(s) regarding the concerned product is excluded, except if otherwise explicitly agreed and except in relation to death or personal injury caused by our negligence and any liability under any applicable mandatory product liability law.

In case products are delivered by Henkel Belgium NV, Henkel Electronic Materials NV, Henkel Nederland BV, Henkel Technologies France SAS and Henkel France SA please additionally note the following:
In case Henkel would be nevertheless held liable, on whatever legal ground, Henkel's liability will in no event exceed the amount of the concerned delivery.

In case products are delivered by Henkel Colombiana, S.A.S. the following disclaimer is applicable:
The information provided in this Technical Data Sheet (TDS) including the recommendations for use and application of the product are based on our knowledge and experience of the product as at the date of this TDS. Henkel is, therefore, not liable for the suitability of our product for the production processes and conditions in respect of which you use them, as well as the intended applications and results. We strongly recommend that you carry out your own prior trials to confirm such suitability of our product.
Any liability in respect of the information in the Technical Data Sheet or any other written or oral recommendation(s) regarding the concerned product is excluded, except if otherwise explicitly agreed and except in relation to death or personal injury caused by our negligence and any liability under any applicable mandatory product liability law.

In case products are delivered by Henkel Corporation, Resin Technology Group, Inc., or Henkel Canada Corporation, the following disclaimer is applicable:
The data contained herein are furnished for information only and are believed to be reliable. We cannot assume responsibility for the results obtained by others over whose methods we have no control. It is the user's responsibility to determine suitability for the user's purpose of any production methods mentioned herein and to adopt such precautions as may be advisable for the protection of property and of persons against any hazards that may be involved in the handling and use thereof. In light of the foregoing, **Henkel Corporation specifically disclaims all warranties expressed or implied, including warranties of merchantability or fitness for a particular purpose, arising from sale or use of Henkel Corporation's products. Henkel Corporation specifically disclaims any liability for consequential or incidental damages of any kind, including lost profits.** The discussion herein of various processes or compositions is not to be interpreted as representation that they are free from domination of patents owned by others or as a license under any Henkel Corporation patents that may cover such processes or compositions. We recommend that each prospective user test his proposed application before repetitive use, using this data as a guide. This product may be covered by one or more United States or foreign patents or patent applications.

Trademark usage
Except as otherwise noted, all trademarks in this document are trademarks of Henkel Corporation in the U.S. and elsewhere. ® denotes a trademark registered in the U.S. Patent and Trademark Office.

Reference 0.4

6.13

LOCTITE
SPECIFICATIONS

Loctite 243

Henkel Adhesives

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Client/Project The College of New Jersey Exterior Signage and Wayfinding		Project No. 19TCNJ212013
Date 12.11.19	Revisions	Scale As Noted

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27-1.1 et seq).**

IF AWARDED A CONTRACT YOUR COMPANY/FIRM WILL BE REQUIRED TO COMPLY WITH THE
AFFIRMATIVE ACTION REQUIREMENTS LISTED ABOVE.

Firm Name: _____

Signature: _____

Title: _____

Date: _____

Additional Mandatory Construction Contract Language For State Agencies, Independent Authorities, Colleges and Universities Only

The Executive Order No. 151 (Corzine, August 28, 2009) and P.L. 2009, Chapter 335 include a provision which require all state agencies, independent authorities and colleges and universities to include additional mandatory equal employment and affirmative action language in its construction contracts. It is important to note that this language is in addition to and does not replace the mandatory contract language and good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8. The additional mandatory equal employment and affirmative action language is as follows:

It is the policy of the **[Reporting Agency]** that its contracts should create a work-force 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; and
4. The Contractor shall provide evidence of efforts described at 2 above to the **[Reporting Agency]** no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27-1.1 et seq.

To ensure successful implementation of the Executive Order and Law, state agencies, independent authorities and colleges and universities must forward an Initial Project Workforce Report (AA 201) for any projects funded with ARRA money to the Dept. of LWD, Construction EEO Monitoring Program immediately upon notification of award but prior to execution of the contract.



STATEMENT OF OWNERSHIP DISCLOSURE

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

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

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

Full Name (Print):		Title:	
Signature:		Date:	



NON-COLLUSION STATEMENT

Date: _____

The College of New Jersey
The Office of Budget and Finance, Department of Purchasing
Administrative Services Building, Room 201
P.O. Box 7718
Ewing, New Jersey 08628-0718

To Whom It May Concern:

This is to certify that the undersigned bidder _____ as
not, either 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 proposal submitted to The College of New Jersey on
the _____ day of _____, 20____.

Signature: _____

Corporate Seal:

Attest by: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

My commission Expires: _____

Notary Public

THIS STATEMENT MUST BE COMPLETED AND SIGNED

INFORMATION AND INSTRUCTIONS

For Completing the “Two-Year Vendor Certification and Disclosure of Political Contributions” Chapter 51 Form

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”).

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. **Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.**

State Agency Instructions: Prior to the awarding of a contract, the State Agency should first use NJSTART (<https://www.njstart.gov/bso/>) to check the status of a vendor’s Chapter 51 certification before contacting the Review Unit’s mailbox at CD134@treas.nj.gov. If the State Agency does not find any Chapter 51 Certification information in NJSTART and/or the vendor is not registered in NJSTART, then the State Agency should send an e-mail to CD134@treas.nj.gov to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Form

Part 1: BUSINESS ENTITY INFORMATION

Business Name – Enter the full legal name of the vendor, including trade name if applicable.

Address, City, State, Zip and Phone Number -- Enter the vendor's street address, city, state, zip code and telephone number.

Vendor Email – Enter the vendor’s primary email address.

Vendor FEIN – Please enter the vendor’s Federal Employment Identification Number.

Business Type - Check the appropriate box that represents the vendor's type of business formation.

Listing of officers, shareholders, partners or members - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

Part 2: DISCLOSURE OF CONTRIBUTIONS

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

Name of Recipient - Enter the full legal name of the recipient.

Address of Recipient - Enter the recipient's street address.

Date of Contribution - Indicate the date the contribution was given.

Amount of Contribution - Enter the dollar amount of the contribution.

Type of Contribution - Select the type of contribution from the examples given.

Contributor's Name - Enter the full name of the contributor.

Relationship of the Contributor to the Vendor - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

NOTE: If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity.

(No additional Certification and Disclosure forms are required if BOX A is checked.)

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

Read the five statements of certification prior to signing.

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: cd134@treas.nj.gov or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency.

The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Questions & Information

Questions regarding Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: <https://www.state.nj.us/treas/purchase/eo134questions.shtml>.

Reference materials and forms are posted on the Political Contributions Compliance website at: <http://www.state.nj.us/treasury/purchase/execorder134.shtml>.



State of New Jersey
Department of the Treasury

Division of Purchase and Property

Two-Year Chapter 51/Executive Order 117 Vendor Certification and
Disclosure of Political Contributions

FOR STATE USE ONLY

Solicitation, RFP, or Contract No. _____ Award Amount _____

Description of Services _____

State Agency Name _____ Contact Person _____

Phone Number _____ Contact Email _____

☐ Check if the Contract / Agreement is Being Funded Using FHWA Funds

**Please check if requesting
recertification ☐**

Part 1: Business Entity Information

Full Legal Business Name _____
(Including trade name if applicable)

Address _____

City _____ State _____ Zip _____ Phone _____

Vendor Email _____ Vendor FEIN (SS# if sole proprietor/natural person) _____

**Check off the business type and list below the required information for the type of business selected.
MUST BE COMPLETED IN FULL**

- ☐ Corporation: LIST ALL OFFICERS and any 10% and greater shareholder (If the corporation only has one officer, please write "sole officer" after the officer's name.)
- ☐ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- ☐ Partnership: LIST ALL PARTNERS with any equity interest
- ☐ Limited Liability Company: LIST ALL MEMBERS with any equity interest
- ☐ Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

Also Note: "N/A will not be accepted as a valid response. Where applicable, indicate "None."

All Officers of a Corporation or PC

**10% and greater shareholders of a corporation
or all shareholders of a PC**

All Equity partners of a Partnership

All Equity members of a LLC

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.

1. **Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:**

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n)

2. **Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:**

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate
State Political Party Committee
County Political Party Committee

3. **Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:**

Municipal Political Party Committee
Legislative Leadership Committee

Full Legal Name of Recipient _____

Address of Recipient _____

Date of Contribution _____ Amount of Contribution _____

Type of Contribution (i.e. currency, check, loan, in-kind) _____

Contributor Name _____

Relationship of Contributor to the Vendor _____

**If this form is not being completed electronically, please attach additional contributions on separate page.
Click the "Add a Contribution" tab to enter additional contributions.**

Remove Contribution

Add a Contribution

☐ **Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.**

Part 3: Certification (Check one box only)

- (A) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. **I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.**
2. **All reportable contributions made by or attributable to the business entity have been listed above.**

3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
- (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
 - (ii) Any State, County or Municipal political party committee; OR
 - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
- (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
- (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name _____ Print Name _____

Title/Position _____ Date _____

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Forms should be submitted either electronically to: cd134@treas.nj.gov , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.

State of New Jersey

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: Bidder/Offoror:

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase and Property under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE ADD AN ADDITIONAL SHEET.

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

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:



VENDOR QUALIFICATION SHEET

Vendors are required to submit evidence of qualifications to meet all requirements as required by the Office of Finance & Business Services at The College of New Jersey by providing the information listed below.

If this information is being requested as part of an RFP or RFQ, vendors may be requested to furnish additional information for clarification purposes. This will in no way change the vendor's original proposal.

TO BE COMPLETED BY VENDOR

1. Please list the types of commodities that your company can provide.

A.

B.

C.

2. The number of years your firm has been providing these services. _____ Year(s)

3. Location of vendor's office that will be responsible for managing contract/service:

Name: _____

Telephone: _____ Fax: _____

Email Address: _____

Street Address: _____

City/State/Zip: _____

Federal Identification Number: _____

4. Address where all purchase orders and payment are to be mailed by users of any contract(s) resulting from this proposal (if different from above).

Purchase Orders:

Firm Name: _____

Street Address: _____

City/State/Zip: _____

Remittances:

Firm Name: _____

Street Address: _____

City/State/Zip: _____

VENDOR QUALIFICATIONS- continued

5. Name of insurance company:

Street Address: _____

City/State/Zip: _____

Types of Insurance: _____

6. Name of individual to contact for sales/services information:

Name: _____

Telephone: _____

Email Address: _____

Street Address: _____

City/State/Zip: _____

7. List the names and titles of personnel who will service this contract:

8. Is your firm registered with the Secretary of State of New Jersey? Yes _____ No _____

9. Is your firm incorporated? Yes _____ No _____

A) In What State? _____

10. Is your firm considered a small business in the State of New Jersey? **If yes, please attach a certificate or certification statement from the New Jersey Commerce and Economic Growth Commission.** If no and you would like to register, please contact the New Jersey Commerce and Economic Growth Commission at 609-777-0885.

Small Business: Yes _____ No _____

A) What category does your firm fall under?

Gross Revenues do not exceed \$500,000 _____

Gross Revenues do not exceed \$5 million _____

Gross Revenues do not exceed \$12 million _____

Under Executive Order 34, TCNJ is responsible for soliciting demographic information from its vendors. TCNJ is required to seek the following information from each firm under contract with us:

1. Is more than fifty percent (50%) of your company minority owned? (circle one) YES NO
(African-American, Hispanic, Asian, and/or Native American)
2. Is more than fifty percent (50%) of your company woman owned? (circle one) YES NO
3. What is the ethnicity of the owner of your company: (check applicable according to 51% ownership)
 - ... Asian American
 - ... Multiple Ethnicities
 - ... Non-Minority
 - ... Hispanic American
 - ... African American
 - ... Caucasian American Female
 - ... Native American
 - ... Unspecified

TCNJ is required to solicit the foregoing information. Your response, however, is **strictly voluntary**. Please be advised that any contracting decisions made by TCNJ will **not** be influenced in any way by your decision to provide the above information.

EXECUTIVE ORDER #34: MINORITY AND WOMEN BUSINESS ENTERPRISES

On September 15, 2006, Governor Corzine signed Executive Order 34 establishing a Division of Minority and Women Business Development. The Division is charged with administering and monitoring policies, practices, and programs to ensure that New Jersey owned minority and women business enterprises (MWBE) are afforded an equal opportunity to participate in New Jersey's purchasing and procurement processes.

State entities are required to report to the Division the ethnic and gender composition of the vendors with which we do business.

VENDOR QUALIFICATIONS-

11. Please provide a list of former or present clients. Also, indicate the name of a contact person and telephone number for reference purposes. **Any personnel from The College of New Jersey listed as a reference will not be considered a valid reference.**

A. Client Name:

Contact Name:

Telephone Number:

Fax Number:

Email Address:

B. Client Name:

Contact Name:

Telephone Number:

Fax Number:

Email Address:

C. Client Name:

Contact Name:

Telephone Number:

Fax Number:

Email Address:

D. Client Name:

Contact Name:

Telephone Number:

Fax Number:

Email Address:

VENDOR QUALIFICATIONS- continued

12. Please answer the following questions related to your prior experience:

- a. Has the bidder been found, through either court adjudication, arbitration, mediation, or other contractually stipulated alternate dispute resolution mechanism, to have: failed to provide or perform goods or services; or failed to complete the contract in a timely manner; or otherwise performed unsatisfactorily under a prior contract with the contracting unit? If yes, attach summary of details on a separate sheet.

Yes _____

No _____

- b. Has the bidder defaulted on a contract, thereby requiring the local unit to utilize the services of another contractor to provide the goods or perform the services or to correct or complete the contract? If yes, attach summary of details on a separate sheet.

Yes _____

No _____

- c. Has the bidder defaulted on a contract, thereby requiring the local unit to look to the bidder's surety for completion of the contract or tender of the costs of completion? If yes, attach summary of details on a separate sheet.

Yes _____

No _____

- d. Has the bidder been debarred or suspended from contracting with any of the agencies or departments of the executive branch of the State of New Jersey at the time of contract award, whether or not the action was based on experience with the contracting unit. If yes, attach summary of details on a separate sheet.

Yes _____

No _____

Firm Name: _____

Signature: _____

Title: _____

Date: _____



CONTRACT FOR CONSTRUCTION

This AGREEMENT is entered into as of the ____ day of _____, _____, between

The College: The College of New Jersey (“TCNJ” or the “College”)
 PO Box 7718
 2000 Pennington Road
 Ewing, New Jersey 08628-0718

and

the Contractor: _____ (the “Contractor”)

in connection with

the Project: [_____] (the “Project”)

The Architect: _____

ARTICLE 1

EMPLOYMENT OF THE CONTRACTOR/THE PROJECT DESCRIPTION

1.1 The College employs the Contractor and the Contractor agrees to perform the construction for the Project identified above. The Project is described in more detail in the College’s Plans and Specifications prepared by the Architect.

ARTICLE 2

THE CONTRACT DOCUMENTS

2.1 The Contract Documents consist of this Contract for Construction and the Exhibits attached hereto (“Contract for Construction”), the General Conditions of the Contract for Construction (the “General Conditions”) (and any other General, Supplementary and other Conditions), the Plans and Specifications, and also the following documents:

- (a) The Contractor's Bid excluding limitations and qualifications unless such limitation or qualification is specifically accepted in writing by the College;
- (c) Addenda and Clarifications issued before the bid due date;
- (d) The Project Bidding Schedule; and
- (e) Modifications issued after execution of this Contract for Construction.

These documents all form the "Contract," and are as fully a part of this Contract as if attached hereto or repeated herein. This Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE 3 **SCOPE OF WORK**

3.1 The Contractor shall fully perform the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The Contractor shall assume full responsibility for constructing and completing the Project and all the Work, including providing all labor, Subcontractors, materials, equipment, and services reasonably inferable from the Contract Documents and all applicable laws, codes and professional standards, and providing all supervision, management, and scheduling required in the General Conditions and as noted throughout the Contract Documents.

ARTICLE 4 **CONTRACT TIMES**

4.1 TIME OF THE ESSENCE. All dates and durations specified in this Contract, including the Construction Start Date(s), any Milestones Dates, any Substantial Completion Date(s) and any Final Completion Date(s) (collectively, "Contract Times") are agreed to be of the essence.

4.2 CONSTRUCTION START. The Work shall start no later than ten (10) calendar days after the College issues a Notice to Proceed to the Contractor ("Construction Start Date"). If the Work is to be performed in phases, the College may issue a separate Notice to Proceed with respect to each phase (e.g., Phase 1 Notice to Proceed, Phase 2 Notice to Proceed, etc.) thereby establishing different Construction Start Dates for each phase (e.g., Phase 1 Construction Start Date, Phase 2 Construction Start Date, etc.). The College may, in its sole discretion and at no cost to the College, choose to delay the issuance of a Notice to Proceed and the Construction Start Date for any phase until after the Contractor has achieved Substantial or Final Completion of any other phase.

4.3 MILESTONES. The construction tasks or activities shall be completed within the number of calendar days after the Construction Start Date as set forth in the Notice to Proceed ("Milestone Dates"). If the Work is to be performed in phases, each phase may have

separate Milestone Dates (e.g., Phase 1 Milestone Dates, Phase 2 Milestone Dates, etc.), which dates shall be set forth in the Notice to Proceed for that phase.

4.4 SUBSTANTIAL COMPLETION. The Contractor shall diligently prosecute the Work and shall achieve Substantial Completion of the entire Work as set forth in the Notice to Proceed (“Substantial Completion Date”). If the Work is to be performed in phases, each phase may have a separate Substantial Completion Date (e.g., Phase 1 Substantial Completion Date, Phase 2 Substantial Completion Date, etc.), which date shall be set forth in the Notice to Proceed for that phase. The definition and requirements of Substantial Completion are set forth in the General Conditions. The Substantial Completion Date(s) shall only be changed by a written change order.

4.5 FINAL COMPLETION. The Contractor shall achieve Final Completion of the entire Work as set forth in the Notice to Proceed (“Final Completion Date”). If the Work is to be performed in phases, each phase may have a separate Final Completion Date (e.g., Phase 1 Final Completion Date, Phase 2 Final Completion Date, etc.), which date shall be set forth in the Notice to Proceed for that phase. The requirements for Final Completion are defined in the General Conditions as well as the Specifications of the Project. The Final Completion Date(s) shall only be changed by written change order.

4.6 LIQUIDATED DAMAGES FOR DELAY. If the Contractor fails to achieve Substantial Completion of a phase of the Work or of the entire Work by the Substantial Completion Date(s) set forth in the applicable Notice to Proceed (as extended by Change Order, if applicable), and the delay is not excused by the College, then the Contractor shall pay the College the following amounts as liquidated damages for delay (“Liquidated Damages”) for each calendar day that the phase of the Work or the entire Work is not substantially completed beyond the applicable Substantial Completion Date:

\$ _____ per calendar day.

The College and the Contractor agree that the actual loss to the College from construction delays and the inability to use the Project or any phase of the Project in a substantially completed state are for the most part difficult to quantify, and that the foregoing Liquidated Damages formula results in damages amounts that are a reasonable estimate of the damage to the College for not being able to use the Project in a substantially completed state and are not penalties and are not intended to be penalties. The College may deduct Liquidated Damages from payments due under this Contract, but its failure to withhold Liquidated Damages or to assert a claim for Liquidated Damages shall not be deemed a waiver of the College’s right to withhold or to assert a claim for damages for any delay that occurs at any time on the Project.

ARTICLE 5
CONTRACT PRICE

5.1 CONTRACT PRICE. The Contractor shall be paid \$_____ for the complete performance of this Contract, which was proposed by the Contractor in its bid and accepted by the College (the "Contract Price"). The Contractor shall be entitled to additional compensation for authorized changes which include the cost of the changes and mark-ups included in change orders approved in writing by the College in accordance with the change order provision set forth in the General Conditions.

5.2 ALTERNATES. The Contract Price is based upon and includes the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the College:

[_____]

5.3 UNIT PRICES. The Contract Price is based upon and includes the following unit prices, if any, which are described in the Contract Documents:

[_____]

5.4 ALLOWANCES. The Contract Price is based upon and includes the following allowances, if any, which are described in the Contract Documents:

[_____]

ARTICLE 6
PAYMENTS TO THE CONTRACTOR

6.1 PAYMENT. The Contractor will be paid by the College in accordance with this Article and the payment provision in the General Conditions.

6.2 MONTHLY PROGRESS PAYMENTS. The College will make progress payments as the Work proceeds based on written invoices submitted monthly by the Contractor and approved by the Architect and the College. No payments will be made until the Contractor submits a unit schedule break down showing the portions of the total Contract Price for each principal category of Work and value loaded CPM schedule allocating the Contract Price among the schedule activities. Monthly progress payment amounts shall be based on the percentages of the Work completed as of the end of the pay period (less earlier payments). All payment requests or invoices and all payments shall be governed by the payment provision of the General Conditions as well as any special requirements of this Contract, including the requirement that progress payments shall be based on a unit schedule breakdown and a value loaded CPM schedule.

6.3 RETAINAGE. The College will retain 2% of the amount due on each progress payment pending Final Completion of the Work. The holding and release of retainage shall be governed by the payment provision of the General Conditions.

6.4 CHANGE ORDERS. The Contractor shall invoice for change order work in the monthly progress payment invoices as the change order work is performed, but only after a written change order and TCNJ issued Purchase Order has been signed by the College. Changes in the Work shall be governed by the change order provision of the General Conditions.

6.5 FINAL PAYMENT. Upon final completion of all Work included in the Contract Documents including all change orders, acceptance of the Work by the Architect and the College, the satisfactory completion of all of the requirements in the General Conditions for final completion, and the issuance of the Certificate of Final Completion, the Contractor will be paid the fully adjusted Contract Price including any retainage withheld (less earlier payments). The invoice for final payment and final payment shall also be subject to the payment provision of the General Conditions and any special requirements of this Contract.

6.6 PAYMENT TERMS. All invoices and payments shall also be subject to the General Conditions, including the provisions regarding payments, to the right of the College to withhold payments or to make deductions from payments, and to the Prevailing Wage Act requirements set forth in the General Conditions. The College will pay proper final invoices within thirty (30) days of their submission to the College with the approval of the Architect.

6.7 SUBMISSION OF INVOICES. Prior to the submission of the invoice, the Contractor will submit to the College and the Architect, in draft form, a “pencil copy” of the monthly invoice for review and approval setting forth each line item for which the Contractor intends to request payment in that invoice based on the claimed percent completed for that line item. Upon receipt of said “pencil copy”, the College and the Architect shall observe the Work in place and, on the basis of such observations, will either approve the amounts requested or modify the Contractor’s request, based on the College’s independent assessment of the Work in place. The College will then return the pencil copy invoice to the Contractor for the Contractor to then adjust and submit the final invoice with the agreed to percentages completed per line item to the College for payment. No invoice shall be submitted for payment until all amounts and completion percentages have been determined in this manner.

6.8 PROMPT PAYMENT ACT. For the purposes of the State’s Prompt Payment Act, N.J.S.A. 2A:30A-1, et seq.:

(a) An invoice will be deemed to have been received when it is received by the College at the address designated in the pre-construction conference for receipt of the invoices.

(b) The “billing date” as that term is used in N.J.S.A. 2A:30A-2 shall be the earlier of the date upon which an invoice for payment is approved for payment or 20 days after the invoice is received, unless within such 20 day period the invoice is found to be incomplete or

otherwise unacceptable and returned to the Contractor, with a written explanation of deficiencies, the amount withheld and the reasons for withholding payment.

(c) In the event that an invoice is found to be deficient and returned to the Contractor, the “billing date” shall be calculated from the date that a corrected invoice is received.

(d) Payment shall be considered to have been made on the date on which a check for such payment is dated.

(e) Payment terms (e.g., “net 20”) offered by the Contractor shall not govern the College’s obligation to make payment.

(f) The following periods of time will not be included in the calculation of the due date of the Contractor’s invoice:

(i) Any time elapsed between receipt of an improper invoice and its return to the Contractor, not to exceed 20 calendar days; or

(ii) Any time elapsed between the College’s return of an improper invoice to the Contractor and the College’s receipt of a corrected invoice.

If the State’s Prompt Payment Act is amended, or the language stated herein is inconsistent with the language contained in the State’s Prompt Payment Act, the language of the State’s Prompt Payment Act shall control.

6.9 LIMITATIONS ON APPLICABILITY. The provisions of this Article shall not govern the College’s payment obligations nor shall they supersede or modify any other contractual provision allowing the withholding of monies from the Contractor to the extent that the Contractor has not performed in accordance with the provisions of the Contract Documents. This Article also shall not govern the College’s payment obligations nor supersede or modify any other contractual provision governing the Contractor claims for additional compensation beyond the base Contract Price and approved change orders.

6.10 INTEREST. Interest shall be payable on amounts due the Contractor if not paid within thirty (30) calendar days after the billing date specified above, as provided under the State’s Prompt Payment Act, N.J.S.A. 2A:30A-1, et seq. Interest on amounts due shall be payable 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. Interest may be paid by separate payment to the Contractor, but shall be paid within 30 days of payment of the principal amount of the approved invoice. Nothing in this Article shall be construed as entitling the Contractor to payment of interest on any sum withheld by the College for any reason permitted under the Contract Documents or applicable law, or on any claim for additional compensation, over and above sums due under the base Contract Price or approved change orders.

ARTICLE 7
DISPUTE RESOLUTION

7.1 If a dispute or claim arises out of or relates to this Contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the method for resolution of such dispute or claim shall be as provided in the dispute resolution provision of the General Conditions.

ARTICLE 8
TERMINATION OR SUSPENSION

8.1 This Contract may be terminated by the College as provided in the termination and suspension provision in the General Conditions.

8.2 The Work may be suspended by the College or the Contractor as provided in termination and suspension provision in the General Conditions.

ARTICLE 9
INSURANCE AND BONDS

9.1 CONTRACTOR'S INSURANCE. The Contractor shall purchase and maintain insurance as set forth in the insurance and bonds provision of the General Conditions. To the extent the Contractor shall be required to purchase and maintain additional insurance or insurance that differs from that set forth in the General Conditions, such requirements are set forth below:

[_____]

9.2 SUBCONTRACTOR'S INSURANCE. The Contractor shall ensure that its Subcontractors purchase and maintain insurance as set forth in the insurance and bond provision of the General Conditions.

9.3 PAYMENT AND PERFORMANCE BOND. The Contractor shall furnish the College with a payment bond and a performance bond as set forth in the insurance and bond provision of the General Conditions.

ARTICLE 10
OTHER PROVISIONS

10.1 CONTRACTOR REPRESENTATIONS. The Contractor represents to the College that it has:

(a) **Examination of the Contract Documents.** Examined and carefully studied the Contract Documents and the other documents in the bid documents, and that they are sufficient for performing the Work at the Contract Price.

(b) **Examination of Site.** Visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect the cost, progress, and performance of the Work.

(c) **Familiarity with Law.** Familiarized itself with all federal, state, and local laws and regulations that may affect the cost, progress, and performance of the Work.

(d) **Familiarity with Other Information and Other Documents.** Carefully studied all reports of investigations and tests of the site and subsurface conditions at or contiguous to the site and all drawings of physical conditions at the site including surface or subsurface composition, water, structures and utilities at or near to the site.

(e) **Additional Information Not Required for Bidding or Contract Performance.** Does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price.

10.2 ASSIGNMENT OF CONTRACT. The Contractor may not assign this Contract or any rights under or interests in this Contract including its right to payments under this Contract.

10.3 CONTRACTOR PERSONNEL ASSIGNED. The Contractor's team for this Project shall consist of the following personnel, who shall not be reassigned without the College's prior written consent:

<u>Name</u>	<u>Position</u>
_____	<u>Project Executive</u>
_____	<u>Project Manager</u>
_____	<u>Project Superintendent</u>
_____	<u>Project Scheduler</u>

The College reserves the right to request and have any member of the Contractor's or Subcontractor's staff replaced on the Project for any non-discriminatory reason.

10.4 NOTIFICATIONS/AUTHORIZED REPRESENTATIVE. All Notices required under this Contract shall be in writing, signed by the party giving same, and shall be deemed properly given only if hand delivered, sent by reputable overnight courier, or by registered or certified U.S. mail, return receipt requested, postage pre-paid and addressed as provided below.

Notice to the Contractor/Contractor's Representative. Written notices from the College and/or the Architect to the Contractor should be addressed to the Contractor's Representative:

Attn: _____

Notice to the College/College's Representative: Written notices from the Contractor to the College should be addressed to the College's Representative:

The College of New Jersey
PO Box 7718,
Ewing, New Jersey 08628
Attn: _____

with a copy to the College's General Counsel as follows:

Thomas Mahoney, Esq.
Vice President and General Counsel
The College of New Jersey
PO Box 7718
Ewing, NJ 08628-0718

The College's Contracting Officer hereby authorizes the College's Representative to receive all Contract related correspondence.

Notice to the Architect: Written notices from the Contractor to the Architect should be addressed to:

Attn: _____

Neither the College's nor the Contractor's Authorized Representatives shall be changed without 7 days' written notice to the other party.

10.5 CONTRACT TERMS, CHANGES, AND LAW. This Contract constitutes the entire agreement between the College and the Contractor, and it shall be governed by the law of the State of New Jersey. The terms and conditions of this Contract may not be changed except by a writing signed by the Contractor and the College.

10.6 COUNTERPARTS AND SIGNATURES. This Contract may be executed in counterparts. All executed counterparts shall constitute one contract, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Contract had been delivered. The College and the Contractor (1) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (2) are aware that the other party will rely on such signatures, and (3) hereby waive any defenses to the enforcement of the terms of this Contract based on the foregoing forms of signature.

10.7 NO IMPLIED COVENANTS OR WARRANTIES. The Contractor acknowledges that there are no implied covenants or warranties from the College under this Contract.

10.8 SEVERABILITY. If any term or provision of the Contract Documents are to any extent held invalid or unenforceable, and if the provisions of the Contract Documents that are essential to each party's interests otherwise remain valid and enforceable, then (i) the remaining terms and provisions in the Contract Documents will not be affected thereby, (ii) each term and provision of the Contract Documents will be valid and enforceable to the fullest extent permitted by law, and (iii) the court/arbitrator(s) will give the offending provision the fullest meaning and effect permitted by law.

10.9 HEADINGS. The headings used in this Contract are for convenience and reference only, and are not part of this Contract, and do not in any way control, define, limit or add to the terms and conditions hereof.

10.10 INTERPRETATION/RULES OF CONSTRUCTION. The parties acknowledge that each party, and if it so chooses, its counsel, have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities be resolved in favor of the non-drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits thereto.

THE COLLEGE OF NEW JERSEY

By _____
William Rudeau,
Director of Construction

By _____
Lloyd Ricketts,
Vice President and Treasurer

Date _____

Date _____

By _____
Sharon Blanton
Vice President for Operations

Date _____

By _____
Anup Kapur,
Executive Director of Procurement

Date _____

CONTRACTOR:

By _____

Title _____

Date _____



GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

Last Revised January 2019

TABLE OF CONTENTS

	Page
ARTICLE 1	
CONTRACT DOCUMENTS, INTERPRETATION, INFORMATION FOR BIDDERS, CLAIMS BASED ON BID AND CONTRACT DOCUMENTS.....	1
1.1	Definitions..... 1
1.2	Intent Of Contract Documents..... 3
1.3	Interpretation Of Contract Documents..... 3
1.4	Law And Referenced Standards..... 3
1.5	Plans And Specifications. 4
1.6	Order Of Precedence Of Contract Documents..... 4
1.7	Organization Of Plans And Specifications. 4
1.8	Required Approvals. 5
1.9	Conformity Of Work To Contract Documents. 5
1.10	Work Involving Existing Structures. 5
1.11	Verification Of Dimensions..... 5
1.12	Manufacturer Literature. 5
1.13	Quality -- General Requirement..... 6
1.14	Examination Of Contract Documents Before Bidding/Errors. 6
1.15	Site Information. 6
1.16	Sufficiency Of Documents Provided For Bidding..... 6
1.17	Examination Of Site Before Bidding..... 7
1.18	Hazardous Materials On Site. 7
1.19	Limitation On Claims Based On Contract Documents And Information Provided For Bidding..... 7
ARTICLE 2	
THE COLLEGE.....	8
2.1	General Rights And Responsibilities Of The College. 8
2.2	The College's Representative, Authority To Decide Contract Questions. 8
2.3	Required Approvals. 9
2.4	Information Required From The College. 9
2.5	Permits. 9
2.6	The College's Inspection Of The Project..... 9
2.7	The College's Inspectors, Duties And Limitations..... 10
2.8	The College's Rejection Of Defective Work..... 11
ARTICLE 3	
THE ARCHITECT	11
3.1	The Architect's General Role..... 11
3.2	The Architect's Access And Facilities..... 11
3.3	Limitation Of The Architect's Responsibilities..... 11
3.4	The Architect's Rejection Of Work..... 12
3.5	The Architect's Review Of The Contractor's Submittals..... 12

TABLE OF CONTENTS

(continued)

	Page
3.6 The Architect's Review Of The Contractor's As-Built Plans.	12
3.7 The Architect's Determination Of Substantial and Final Completion.....	12
ARTICLE 4 THE CONTRACTOR.....	12
4.1 The Contractor's Responsibility For Performance Of The Contract And Work.	12
4.2 The Contractor's Key Personnel.....	13
4.3 The Contractor's Supervision Of Contract Work/The Superintendent.....	13
4.4 Cooperation With The College And Other Contractors.	13
4.5 Performance Of The College Directives.....	14
ARTICLE 5 PERFORMANCE OF WORK.....	15
5.1 Protection Of Work/Materials.....	15
5.2 Safety And Safety Programs.	15
5.3 Emergencies Affecting Safety.	15
5.4 Working Hours.....	16
5.5 Site Security.	16
5.6 Site Use.	16
5.7 Building Access.	16
5.8 Minimize Interruption.	16
5.9 Submittals (Shop Drawings, Product Data, Samples).	17
5.10 Layout And Dimensional Control.....	17
5.11 Construction Access, Roads, Walks, And Parking.	18
5.12 Construction Site Condition, Storage, Dust Control.....	18
5.13 Photographs.....	18
5.14 Project Sign.....	19
5.15 Soil Conservation.....	19
5.16 Temporary Facilities, Services, Electric, Heat And Enclosures.	19
5.17 Substitutions.....	20
5.18 License Fees.....	20
ARTICLE 6 SUBCONTRACTORS	20
6.1 The Contractor's Responsibility For Subcontracted Work.....	20
6.2 Subcontractor Identification And Approval.....	21
6.3 Subcontractor Qualifications.	21
6.4 Subcontractor Compliance With Contract/Subcontractor Supervisors.....	22
6.5 No Contractual Relationship Between The College And Subcontractors.	22
6.6 Contingent Assignment of Subcontracts.....	22

TABLE OF CONTENTS
(continued)

	Page
ARTICLE 7 TIME, LIQUIDATED DAMAGES, DELAY CLAIMS AGAINST THE COLLEGE.....	23
7.1 Contract Times.....	23
7.2 Liquidated Damages For Delay.	23
7.3 Delay Claims By The Contractor Against The College -- Limitations.	23
ARTICLE 8 PROJECT SCHEDULE.....	24
8.1 General Project Schedule Requirements.....	24
8.2 Form And Content Of Project Schedule.	24
8.3 Computerization Of Project Schedule.	26
8.4 Weather Inclusion In Project Schedule.....	26
8.5 Project Schedule Updates.	26
8.6 Meetings/Eight Week Bar Charts.	27
8.7 Project Schedule Documentation For Contract Payments.	27
8.8 Progress and Recovery Project Schedules.	28
8.9 The Contractor's Failure to Provide Project Schedule Updates.	28
8.10 Scheduler Qualifications.....	28
ARTICLE 9 EXTENSIONS, COMPENSATION FOR CERTAIN EXTENSIONS.....	28
9.1 Delays Warranting Extensions Of Contract Times.....	28
9.2 Weather Delays.....	29
9.3 Float Time Use.....	29
9.4 Calculation Of Extensions.	29
9.5 Elimination of Delays and Extensions (Acceleration).....	30
9.6 Requests For Extensions Required.	30
9.7 Compensation For Certain Extensions And Limitations.	30
ARTICLE 10 PAYMENTS TO THE CONTRACTOR.....	31
10.1 Contract Price.....	31
10.2 Monthly Progress Payments.	31
10.3 Unit Schedule Breakdown/CPM Activity Price Breakdown.	32
10.4 Invoices For Monthly Progress Payments: Form and Content.	32
10.5 Payment For Materials And Equipment Procured But Not Installed.	33
10.6 Retainage.....	34
10.7 Payment For Change Order Work.	34
10.8 Final Payment.	34
10.9 Payment Terms.	34
10.10 Payment Based On Partial Acceptance (Limitation).	35
10.11 Failure To Pay Amounts In Dispute Not To Affect Performance.	35
10.12 Reasons For Withholding Payment.	35

TABLE OF CONTENTS
(continued)

	Page
10.13 Set-Off For State Tax Indebtedness.....	36
10.14 Maintenance Of Cost And Accounting Records.....	36
10.15 Written Evidence of Payment to Subcontractors.....	37
 ARTICLE 11 CHANGES.....	 37
11.1 Changes Authorized.....	37
11.2 Change Request Or Directive.	37
11.3 Change Orders Which Are Protested.....	38
11.4 Changes Affecting Contract Times.....	38
11.5 Contractor Initiated Change Order Requests.	38
11.6 Change Order Amounts.	39
11.7 Right To Audit Extra Costs (Before And After Payment).....	40
11.8 Change Orders With Both Price Increases and Decreases.....	40
11.9 Waiver Of Rights In Connection With Change Orders Issued Without Protest.	 40
 ARTICLE 12 COMPLETION.....	 40
12.1 Substantial Completion.....	40
12.2 Final Completion.	41
 ARTICLE 13 SUSPENSION AND TERMINATION OF CONTRACT.	 42
13.1 Suspension By The College.....	42
13.2 Termination For Convenience.	43
13.3 Termination For Cause.	44
13.4 Surety Takeover Following Termination For Cause.	45
13.5 Suspension By The Contractor For Non-Payment.....	45
 ARTICLE 14 WARRANTY/DEFECTIVE WORK AND MATERIALS.....	 46
14.1 General Work One Year Warranty; HVAC Systems Two Year Warranty	46
14.2 Defective Work, Materials And Equipment.	47
 ARTICLE 15 INDEMNIFICATION/LIABILITY TO THIRD PARTIES.....	 47
15.1 The Contractor's Indemnification Obligation.....	47
15.2 The Subcontractor's Indemnification Obligation.	49
 ARTICLE 16 INSURANCE AND BONDS.	 49
16.1 The Contractor's Insurance.....	49
16.2 The Subcontractor's Insurance.	51
16.3 Payment And Performance Bond.....	51

TABLE OF CONTENTS
(continued)

	Page
ARTICLE 17 DISPUTE RESOLUTION.....	51
17.1 Mediation.....	51
17.2 Method Of Binding Dispute Resolution.....	51
17.3 Arbitration (If The College Elects To Arbitrate).....	51
17.4 Consolidation Or Joinder.....	52
17.5 Work During Pendency Of Dispute.....	52
17.6 Prompt Payment Claims.....	53
17.7 The Contractor’s Claims: Procedures And Limitations.....	53
17.8 Dispute Resolution Process In The Contractor’s Subcontracts.....	53
 ARTICLE 18 MISCELLANEOUS.....	 53
18.1 Prevailing Wage.....	53
18.2 Employment Discrimination.....	54
18.3 Patents.....	55
18.4 The Contractor’s Compliance With Law.....	55
18.5 Environmental Protection – The Contractor’s Duty To Comply With Applicable Law.....	 56
18.6 No Personal Liability Of College Officials.....	56
18.7 Recovery Of Monies By The College From Other Contracts With The Contractor.....	 56
18.8 Buy American Requirement.....	56
18.9 Compliance With Grant Requirements.....	57
18.10 Modification Of Contract.....	57
18.11 State Sales Tax Exemption.....	57
18.12 Successors and Assigns.....	57
18.13 Construction Liens.....	57
18.14 Independent Contractor Status.....	58
18.15 Third Party Beneficiary Rights Not Intended.....	58
18.16 Gifts To College Employees And Agents Prohibited.....	58
18.17 Compliance With Procurement Statutes.....	58
18.18 Conflict Of Interest.....	59
18.19 Confidential Information.....	60
18.20 Publicity.....	60

ARTICLE 1
**CONTRACT DOCUMENTS, INTERPRETATION, INFORMATION FOR BIDDERS,
CLAIMS BASED ON BID AND CONTRACT DOCUMENTS**

1.1 Definitions.

Terms defined in the Contract for Construction shall have the meaning provided therein. Definitions for the purpose of these General Conditions include the following:

Addendum: A document issued to bidders by the College prior to the bid due date which supplements, revises or modifies the bid solicitation documents furnished for bidding purposes, and which must be identified and included in bids for the Contract.

Architect: The Architect (A/E) engaged by the College to design the Project, to prepare the design documents and assist with bid documents, and may administer the Contract and act as the agent of the College as described in the Contract.

Bulletin: A document prepared by the Architect describing proposed changes or additions to the Work in the Contract Documents that is issued after Contract award. If the College decides to implement the change, it will provide the bulletin to the Contractor and ask it to submit a change order proposal or request (in accordance with the change order provisions in the Contract for Construction, these General Conditions and other sections of the bidding documents).

Change Order Proposal or Change Order Request: A written proposal or request submitted by the Contractor in accordance with the change order provision of the Contract for Construction, these General Conditions and other sections of the bidding documents, including proposals submitted in response to Contract Change Directives, which proposes cost, time and other terms under which the Contractor will perform changed work under the Contract. If accepted by the College, a written change order signed by the Vice President for Administration and a TCNJ Purchase Order signed by the Contracting Officer of the College, and if accepted by the Contractor in writing, it will become part of the Contract as a change order.

The College's Representative: The College's Representative is a person or persons designated by the College to act on its behalf in administering the Contract for the College. The College's Representative may include the Director of Campus Construction, the Project Manager or an independent construction manager working for the Office of Campus Construction.

College Site Superintendent: The College Site Superintendent is a person or persons designated by the College to witness, observe, record and report on activities in and around the construction site. The Site Superintendent does not have the authority to stop or change the scope of the Work of the Contract Documents.

Contract: The Contract Documents all form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual

relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the College and a Subcontractor or a Sub-subcontractor, (3) between the College and the Architect or the Architect's consultants or (4) between any persons or entities other than the College and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's Contractor's duties.

Contract Amendment: The Contract can only be amended by (1) a written amendment identified as such that is signed by the College and the Contractor, (2) a change order signed in accordance with the Contract Documents, (3) a written Contract Change Directive (CCD) issued by the College that should result in a change order unless issued to address some fault of the Contractor, (4) a written approval or acceptance by the College or the Architect of a change requested by the Contractor in writing, provided the request for a change is specifically identified in a submittal.

Contract Change Directive (CCD): A Contract Change Directive (CCD) is a written directive issued by the College which orders an addition, deletion, clarification of a disputed item or revision in the Work, or a response to an emergency. A CCD does not by itself change the Contract, but it should result in a change order which does change the Contract Price or Contract Times if warranted. A CCD should specify the terms of the change order (if deemed warranted by the College) which will result, and/or specify a deadline for the submission by the Contractor of a proper change order request, and/or contain other similar terms.

Contract Documents: The Contract Documents are enumerated in Article 2 of the Contract for Construction.

Contract Limit Lines: The lines shown on the Plans that limit the boundaries of the Project site, and beyond which no construction work or activities shall be performed by the Contractor unless otherwise specified in the Contract Documents, including the Plans and Specifications and supplemental General Conditions.

Contracting Officer: The Associate Treasurer of the College shall be the Contracting Officer in connection with the Contract and the Project. The Contracting Officer and other designee shall have authority to act on behalf of the College under the Contract.

Field Order (FO): A written order issued by the Architect or the College which requires minor changes in the Work that do not result in a change in the Contract Price or the Contract Times. If the Contractor believes that a field order warrants the issuance of a change order that changes the Contract Times or Contract Price, it must notify the College and the Architect in writing within 48 hours, and its notice must specify the terms of the change order that it believes are warranted, including specific time and price change requests.

Plans: The Plans are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, and diagrams.

Project: The Project is the total construction of the Work performed under the Contract Documents and may include construction by the College and by separate contractors that the College has specifically identified.

Specifications: The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services prepared by the Architect or the College.

Supplemental General Conditions: The part of the Contract Documents which amends or supplements these General Conditions for the Project.

Work: The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.2 Intent Of Contract Documents.

The intent of the Contract Documents is to describe a functionally complete and aesthetically acceptable Project to be constructed and completed by the Contractor in every detail in accordance with the Contract Documents. Any Work, services, materials, equipment or documentation that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce a complete Project shall be supplied by the Contractor whether or not specifically identified at no additional cost to the College. Where the Contract Documents describe portions of the Work in general terms but not in complete detail, only the best construction practices and only materials and workmanship of the first quality are to be used. Only where the Contract Documents specifically describe a portion of the Project as being performed by others is the Work to be considered to include less than the entire Project.

1.3 Interpretation Of Contract Documents.

When two or more interpretations of a Specification for the Work are possible, the most stringent or the highest cost interpretation shall apply as determined by the Architect. The Architect (or in the absence of the Architect, the College) shall be the sole interpreter of the Plans and Specifications and the Contractor's performance therewith. It is the intent of these Plans and Specifications to provide materials of a quality consistent with the highest standards provided under similar circumstances in the same general geographical area and that will result in long-term use and efficient operation.

1.4 Law And Referenced Standards.

The Contractor is required to comply with all federal, state and local laws and regulations that apply to the Project, the Work and the Contract. Where the Contract Documents refer to any publication, including but not limited to any standard, which affects any portion of the Work or the Project, it shall be considered to mean the edition or revision in effect on the bid due date unless otherwise specified in the Contract Documents. No provision in any publication including

any standard shall create an obligation on the part of the College or the Architect to supervise or direct the Contractor's Work.

1.5 Plans And Specifications.

The Plans will include general plans and such details as deemed necessary to give a comprehensive representation of the construction required. The Contractor shall keep one set of Plans available at the Project site, which shall be available for inspection by the College and the Architect at all times. All alterations affecting the requirements in the Plans must be authorized by the College and the Architect in writing, and shall be promptly noted on the Contractor's record set of Plans, which are maintained at the site for inspection by the Contractor, the College and the Architect.

1.6 Order Of Precedence Of Contract Documents.

Each of the Contract Documents is an essential part of the Contract, and a requirement specified in one part of the documents is binding as if specified in all. The Contract Documents are intended to be complementary and to describe and provide for a complete Project. The obligations of the Contractor under the various Contract Documents shall be cumulative and to the extent that one of the Contract Documents imposes a stricter or more costly requirement or higher standard upon the Contractor than does another Contract Document, the more stringent or more costly requirement or higher standard, as determined by the Architect, shall apply. Otherwise, if there is any conflict among the Contract Documents, the signed Contract for Construction and all approved change orders shall control. As to the other Contract Documents, the order of precedence shall be as follows:

- (a) Contract for Construction
- (b) Addenda
- (c) Supplemental General Conditions
- (d) General Conditions
- (e) Specifications
- (f) Plans
 - i. Notes
 - ii. Large Scale Details
 - iii. Sections
 - iv. Elevations
- (g) Scope of Work Description

1.7 Organization Of Plans And Specifications.

The arrangement of the Plans and the organization of the Specifications into divisions, sections or articles shall not be construed by the Contractor as being intended to divide or allocate the Work among Subcontractors or trades or to establish the scope of the Work to be performed by particular Subcontractors or trades. The College is not liable for the Contractor dividing and separating the Contract Documents into individual packages to Subcontractors. Items that the Contractor fails to include or provide for shall be at the Contractor's sole risk and

cost. The Contract Documents work together as a whole and, therefore, the Contractor is required to coordinate the entire package with all its Subcontractors.

1.8 Required Approvals.

In all cases where approvals or decisions under the Contract Documents are required from the College, the Work shall not proceed without the required approvals and decisions in writing.

1.9 Conformity Of Work To Contract Documents.

All Work performed shall conform to the lines, grades, cross-sections, dimensions, material requirements, tolerances, details and other information in the Contract Documents. The purpose of tolerances is to accommodate occasional minor variations from the middle portion of the tolerance range that are unavoidable despite reasonable construction practices. When a maximum or minimum tolerance value is specified, the material and the Work shall be controlled so that they shall not be preponderantly of borderline quality or dimension.

1.10 Work Involving Existing Structures.

On projects involving alterations, remodeling, repairs, installations or other work in pre-existing structures or systems, the Contractor shall by personal inspection of the existing structures and systems satisfy itself as to the accuracy of any information provided that may affect the quantity, size and/or quality of materials required for a satisfactorily completed Project, including information that is not identified or included in the Plans and Specifications. The Contractor shall provide all material and labor required to complete the Work based on conditions that can be reasonably observed by a competent and diligent contractor before bidding.

1.11 Verification Of Dimensions.

The Contractor shall verify all dimensions at the job site and shall take any and all measurements necessary to verify the information in the Plans. The Contractor shall properly and accurately layout and survey the Work. Any errors or discrepancies affecting the layout of the Work shall be reported to the Architect and the College immediately in writing. No Work affected by any error or discrepancy shall proceed until such discrepancy is resolved by a written decision of the Architect with the consent of the College.

1.12 Manufacturer Literature.

Manufactured articles, materials and equipment shall be installed, applied, connected, erected, used, cleaned and conditioned in accordance with the manufacturer's written instructions unless otherwise specified in the Contract Documents. If there is any conflict between manufacturer literature and the Contract Documents, it shall be reported by the Contractor to the Architect and the College in writing, and the Contractor shall not proceed without a written decision by the Architect with the consent of the College.

1.13 Quality -- General Requirement.

Where no explicit quality or standard are specified for Work, materials or equipment, they shall be new, of good quality, free of defects, suitable for their intended use, in conformity with the Contract Documents, and consistent with the highest quality of the surrounding Work and of the construction of the Project generally.

1.14 Examination Of Contract Documents Before Bidding/Errors.

The Contractor represents and warrants that before bidding it examined and carefully studied the Contract Documents and other documents included or referred to in the bid documents. The Contractor also represents and warrants that the documents are sufficient for bidding and performing the Work at the Contract Price. Should it appear that any of the Work or materials are not sufficiently or properly detailed or explained in the Contract Documents, the Contractor shall notify the College in writing before the bid deadline for submitting questions.

Errors, omissions, conflicts, discrepancies, inconsistencies or other defects in the Contract Documents or between the Contract Documents and any codes, standards or other applicable documents which are capable of being discovered by a diligent and competent contractor before bidding shall be reported to the College in writing before the bid deadline for submitting questions. If errors, omissions, inconsistencies or other defects in the Contract Documents are not discovered until after the bid due date, the Contractor shall promptly notify the College and the Architect of them in writing, provide written recommendations regarding changes or corrections to resolve any such errors, omissions, inconsistencies or defects, and obtain the Architect's written interpretation and approval with the consent of the College before proceeding with the Work affected.

1.15 Site Information.

Soil borings, test pits or other subsurface or site information regarding the physical site and subsurface conditions on or near the site may have been obtained from independent contractors for the purpose of preparing the design documents for the Project rather than for the purpose of contractor estimating or bidding. Such information may be identified or included in the Contract Documents so that it can be reviewed by bidders during the bidding phase, but because of the limited nature and purpose of the information, it shall not be considered to be part of the Contract Documents, and the Contractor must assume responsibility for interpreting and relying upon the information.

1.16 Sufficiency Of Documents Provided For Bidding.

The Contractor represents and warrants that before bidding it carefully studied all reports, surveys and documents included or identified in the bid documents regarding observations, inspections, investigations and tests of the site and subsurface conditions at or near the site, and all information provided to bidders regarding physical conditions at or near the site, including surface and subsurface composition, water, structures and utilities, and that it determined that no further examinations, investigations, tests, studies or data were necessary for bidding or the performance of the Work at the Contract Price. If the Contractor concluded that additional

information is required, it must notify the College in writing before the bid deadline for submitting questions.

1.17 Examination Of Site Before Bidding.

The Contractor represents and warrants that before bidding it visited the site and familiarized itself with and was satisfied as to the general, local and site conditions which may affect the cost, progress and performance of the Work and the Contract, and that its bid and bid price take into account all such conditions. No additional costs will be borne by the College for conditions that existed and were reasonably observable or described at the time of bidding.

1.18 Hazardous Materials On Site.

The Contractor will not be responsible for hazardous environmental conditions uncovered or discovered on the site that were not disclosed in the Contract Documents and that were not caused by the Contractor or anyone working through or under the Contractor. If such conditions are discovered, the Contractor shall stop work and notify the College in writing immediately. The College may issue a written directive to the Contractor requiring it to stop work until the hazardous environmental condition is remedied, and the Contractor will be entitled to an extension of the Contract Times if an extension is warranted under the provisions of the Contract for Construction and these General Conditions regarding extensions. The College may also make changes in the Contract in response to the conditions, and the Contract will be changed in accordance with the change order provisions in the Contract for Construction and these General Conditions.

1.19 Limitation On Claims Based On Contract Documents And Information Provided For Bidding.

The Contractor may not assert claims for extra compensation beyond the bid and Contract Price for constructing the completed Project by reason of any errors, omissions, inconsistencies, or defects in the Contract Documents that are discoverable by a diligent and competent contractor, because of (i) its obligation to review and study the bid documents before submitting its bid, (ii) its representation in the Contract Documents that it did so, and (iii) its obligation to notify the College in writing of any such errors, omissions, inconsistencies, or defects before submitting its bid,. In addition, the Contractor may not assert claims for extra compensation beyond the bid and Contract Price for constructing the completed Project by reason of any lack of information affecting the construction of the Project at the time of bidding, or errors in the information included or referenced in the bid documents except to the extent explicitly permitted by the Contract for Construction or these General Conditions. The Contractor shall notify the College in writing before submitting its bid of any errors or omissions in the information provided or be precluded from seeking extra compensation or asserting a claim. This limitation on claims may be modified and further restricted in the signed Contract for Construction when the Contract Documents explicitly require the Contractor to participate in any aspect of the design phase.

The Contractor may assert claims for extensions and additional compensation in accordance with the provisions of the Contract for Construction and these General Conditions if

information regarding the site that is identified in the bid or Contract Documents is factually inaccurate, and the inaccuracy is one that a reasonably competent and diligent contractor would not discover in preparing a bid. The Contractor may not assert a claim for an extension or extra compensation when it claims, not that the information is factually inaccurate, but rather that conclusions, inferences or judgments made in reliance on accurate information prove to be incorrect.

ARTICLE 2 **THE COLLEGE**

2.1 General Rights And Responsibilities Of The College.

The College as the owner of the Project is entitled to have the Contractor perform and complete the Work in accordance with the Contract Documents, including the time of completion, quality and documentation requirements of the Contract. The College for its part undertakes to furnish the site, to notify the Contractor of any restrictions on the site that could affect the Contractor's performance of the Contract, to obtain approvals relating to the site that are needed for the construction to proceed, to pay the Contractor in accordance with the Contract, and to act reasonably in reviewing all documentation, claims and questions properly submitted to it under the Contract. The College also undertakes to provide the information and items that it expressly agrees in the Contract Documents to provide.

The College shall also have such other rights and responsibilities as are specified in the Contract Documents. The College will not supervise the Contractor's Work or be responsible for the Contractor's construction means and methods, or the Contractor's safety practices, or any failure of the Contractor to comply with the Contract Documents or any laws or regulations.

2.2 The College's Representative, Authority To Decide Contract Questions.

The Contracting Officer delegates its authority to the College's Representative who is authorized to act and make decisions on behalf of the College regarding matters specified in the Contract Documents. However, the College's Representative is not authorized to make or agree to material changes to the Contract Documents or changes involving the Contract Times or Contract Price.

All changes to the Contract Documents including change orders that modify Contract Price, Contract Times or other material change to the Contract Documents must be reviewed and approved by the Contracting Officer or his/her designee. The Contracting Officer designates that the Vice President for Administration is authorized to approve change orders.

The College's Representative, in consultation with the Architect, is authorized to decide on behalf of the College, all questions regarding the quality, acceptability and rate of progress of the Work, all questions regarding the interpretation of the Contract Documents, the acceptability of the performance of the Contract by the Contractor, and the compensation due to the Contractor. Where the College's Representative is authorized to render decisions under the

Contract for Construction or these General Conditions regarding disputes or claims, he/she shall consult with the Architect and shall not act arbitrarily so as to unfairly benefit either the College or the Contractor.

2.3 Required Approvals.

In all cases where approvals or decisions are required from the College under the Contract Documents, such approvals or decisions shall be made reasonably, except in cases where a specific standard applies such as, for example, situations where the College is entitled to exercise unqualified discretion in selecting the types of materials, products or construction which it decides to procure.

2.4 Information Required From The College.

Information which the Contract Documents specify the College will provide shall be provided with reasonable promptness.

2.5 Permits.

The College will arrange and pay for permits and permit inspections, including building code permits except to the extent that the Specifications specify otherwise. The Contractor will arrange for and coordinate all inspections and the dates and times for all inspections with local, state and independent agencies and include the College's Representative or the Site Superintendent.

2.6 The College's Inspection Of The Project.

The College shall have the right to be represented at the site by the College's Representative(s), the Site Superintendent and other College employees designated by the College, the Architect, and other consultants designated by the College or the Architect. The College and its representatives shall have the right to visit the site, inspect Work and materials, inspect Project documentation, conduct tests, attend meetings, meet with the Contractor' and the Subcontractors' representatives, investigate problems, conduct studies, and make reports. The College and its representatives shall be allowed access to all parts of the Work, and the Contractor shall furnish them with information and assistance when they request it.

The Contractor shall give the College and the Architect timely notice of readiness of Work for observation, inspection and testing, and shall cooperate with these efforts. The Contractor shall also comply with any inspection and testing procedures specified in the Contract Documents.

The Contracting Officer, the Architect and the College's Representative shall have the right to direct the Contractor to remove or uncover unfinished Work if deemed necessary to inspect Work or materials in place.

If Work is covered before it is inspected because the College, the Architect or any consultant were not afforded reasonable notice and an opportunity to inspect, or where the

Contract Documents or any law require an inspection, the Contractor shall uncover and replace Work at its own expense if required to do so by the College.

If any other portion of the Work not specifically required to be inspected is covered, and the College or the Architect did not ask to observe or inspect the Work before it was covered, the College may nonetheless ask to inspect the Work. If the College makes such a request, the Contractor shall uncover the Work for inspection. If the Work uncovered is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall be paid by the College by a change order. If the Work uncovered is found not to be in compliance with the Contract Documents, the Contractor shall pay all costs of uncovering and replacement, and also remedy the defect or deficiency at its own cost.

The College at all times retains the right to stop all or part of the Work by a written direction because of defective Work until the defect is eliminated. This right shall not give rise to any duty on the part of the College to exercise the right for the benefit of the Contractor or those performing its Contract.

The College at all times retains the right to stop all or part of the Work due to concerns with the effectiveness of the Contractor's safety program required under Article 5.2. The College may require the Contractor to provide a written plan to correct safety deficiencies, an on-site safety supervisor, or other administrative or engineering controls to ensure the safety of personnel impacted or potentially impacted by Contractor operations. The Contractor shall indemnify, defend and hold the College harmless from fines issued by Federal, State or Local OSHA enforcement.

2.7 The College's Inspectors, Duties And Limitations

If the College designates inspectors to inspect Work and materials and Project documentation, they will not be authorized to alter or waive any requirements or provisions in the Contract Documents. The College's inspectors will not be authorized to issue instructions contrary to the Contract Documents or to act as foremen or employees of the Contractor. The College's inspectors have the authority to reject unsuitable Work or materials, subject to written confirmation by the College's Representative. If the Contractor believes that any action of a College inspector is contrary to the Contract Documents, it shall notify the College's Representative and the Architect in writing within 48 hours. The College does not undertake to have inspectors sufficient in number to inspect every item of Work or material as it is provided, or to have inspectors with the expertise needed to judge every aspect of the Work.

The Contractor shall remain responsible for defective Work or materials irrespective of any inspections or lack of inspections during the Work. If the Contractor seeks a binding determination of the acceptability of Work or materials during the performance of the Contract, it shall do so by making a written request for such a determination to the College's Representative with a copy to the Architect.

2.8 The College's Rejection Of Defective Work.

The College shall have the right to reject defective Work, materials, or equipment at any time, and to require the Contractor to remove and replace it at the Contractor's expense. The Contractor shall also be responsible for repairing damage to other work caused by defects or deficiencies in its Work. The College's Representative, upon consultation with the Architect, may elect to accept Work or materials that do not conform to the Contract Documents and to credit or reduce the Contract Price, but the College shall have no contractual obligation to elect this remedy. Changes to the Contract Documents in these circumstances shall be recorded as a change order under the change order provision of the Contract for Construction and these General Conditions.

ARTICLE 3 **THE ARCHITECT**

3.1 The Architect's General Role.

The Architect is, by contract with the College, responsible for the design of the Project. During construction, the Architect is responsible for reviewing the Contractor's submittals to determine if they conform to the Contract Documents and good industry practice, to provide some level of inspection to determine if Work and materials provided by the Contractor conform to the Contract Documents and good industry practice, and to review the Contractor's payment applications. During the performance of the Work, the Architect may investigate any defects and deficiencies in the Work or materials provided and make recommendations to the College regarding the defects or deficiencies. The Architect will conduct inspections to determine if the Contractor has achieved proper Substantial and Final Completion and submitted all documents required at Substantial and Final Completion. The Contractor shall cooperate with and render assistance to the Architect in the performance of these duties.

3.2 The Architect's Access And Facilities.

The Contractor shall allow the Architect and its consultants access to the Project at all times and shall facilitate their access to inspect Work and materials and Project documentation. The Architect and its consultants shall be permitted to attend job meetings, scheduling meetings and other meetings at the site and the Contractor shall facilitate their ability to do so. The Contractor shall provide an office at the site for the Architect if the Specifications require it to do so.

3.3 Limitation Of The Architect's Responsibilities.

The Architect will not be responsible for or have control of construction means and methods or safety precautions and programs in connection with the Work. The Architect will not be responsible for or have control of acts or omissions of the Contractor, its Subcontractors, or any of their agents or employees, or any other person performing any of the Contract Work.

3.4 The Architect's Rejection Of Work.

The Architect may recommend rejection of Work or materials that it believes does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, it may recommend to the College special inspections or testing of Work or materials, including completed Work and materials.

3.5 The Architect's Review Of The Contractor's Submittals.

The Architect will review, approve or take other appropriate action regarding the Contractor's submittals, such as shop drawings, product data and samples, to assure that they conform with the design requirements and Contract Documents. The approval of a specific item shall not be deemed to constitute approval of an assembly of which the item is a component.

3.6 The Architect's Review Of The Contractor's As-Built Plans.

The Architect will periodically review the Contractor's as-built plans maintained at the site to ensure that they are up-to-date, and shall review the completed as-built plans at Project completion to ensure that they are complete and are provided to the College.

3.7 The Architect's Determination Of Substantial and Final Completion.

The Architect will conduct inspections to determine the dates of Substantial and Final Completion and to determine if the Contractor has properly Substantially and Finally completed the Project. The Architect will obtain from the Contractor all written warranties and all other documents that the Contractor is required to provide at Substantial and Final Completion of the Project.

ARTICLE 4 **THE CONTRACTOR**

4.1 The Contractor's Responsibility For Performance Of The Contract And Work.

The Contractor is the person or entity identified as such in the Contract. The Contractor shall be lawfully licensed in the jurisdiction where the Project is located.

The Contractor shall perform all of the duties in the Contract Documents, shall furnish the labor, materials and equipment to complete the construction of the Project in accordance with the Contract Documents, and furnish all services, labor, materials and equipment necessary or appropriate to construct the Project. The Contractor shall manage, supervise, schedule, direct, and inspect the Work as competently, skillfully, and efficiently as possible, and shall be solely responsible for all construction means, methods, techniques, safety, security, sequences, procedures, and coordination.

The Contractor shall comply with all applicable laws, and shall establish and maintain reasonable quality assurance and safety programs in connection with its Work. The Contractor shall complete the Work in compliance with the Contract Documents and by Milestone, Substantial Completion and Final Completion Dates in the Contract for Construction or any authorized extensions thereof. The Contractor shall maintain good order and discipline at the site at all times.

4.2 The Contractor's Key Personnel.

The Contractor shall assign to the Project a Project executive, Project manager, superintendent, and scheduler, and such other key personnel as are specified in the Contract for Construction or as required to carry out the requirements of the Project. The Contractor shall not remove or replace such key personnel without the College's written approval. The College has the authority to reject and have replaced any staff member of the Contractor or any of the Subcontractors for any non-discriminatory reason.

4.3 The Contractor's Supervision Of Contract Work/The Superintendent.

The Contractor shall supervise and be responsible for the acts and omissions of the Contractor's employees, agents, Subcontractors, sub-subcontractors, suppliers and other persons performing portions of the Work and the Contract. The Contractor's designated Project superintendent shall be at the Project site at all times when Work is in progress. The Contractor may designate in writing an alternate superintendent who must be approved in writing by the College. The superintendent (or alternate) shall have full authority to represent and act for the Contractor at the site and shall have full authority to execute orders and directives of the College without delay.

Communications from the College or the Architect to the superintendent shall be deemed to have been given to the Contractor. The superintendent shall be capable of and authorized to respond to all hazardous and unsafe conditions at the Project site and to implement prompt corrective measures to eliminate all unsanitary, hazardous or dangerous conditions at the site. The College may suspend all or part of the Work at the Project site if the superintendent (or alternate) is not present at the Project site. Such a suspension shall not be the basis of a claim against the College, including without limitation any claim for additional time or extra cost.

The superintendent shall attend all meetings at the Project site including job meetings, scheduling meetings, and meetings with the College and/or the Architect. The superintendent shall have a written plan that must be approved in writing by the College for responding to emergencies when the Work is not in progress. The Contractor shall also utilize qualified competent craftsmen on the Project.

4.4 Cooperation With The College And Other Contractors.

The College reserves the right to contract for and perform other or additional work on or adjacent to the Project site. When separate contracts are let within the limits of the Project site, or in areas adjacent to the site, the Contractor shall perform its Work so as not to interfere with or

hinder the progress or completion of the work being performed by other contractors. The Contractor shall also affirmatively cooperate with such other contractors and coordinate its activities with theirs, and include coordination measures in the Project Schedule. The Contractor shall arrange its Work and shall place and dispose of materials being used so as not to interfere with the operation of other contractors within the limits of the Project site. The Contractor shall join its Work with that of the other contractors in an acceptable manner and shall perform its Work in proper sequence with that of other contractors.

If there is a disagreement as to the respective rights of the Contractor and others doing work within the limits of or adjacent to the Project site, the College shall determine the respective rights of the contractors involved to secure the satisfactory completion of all affected work. The Contractor shall not be entitled to additional compensation beyond its Contract Price that may arise because of inconvenience, delay, or loss experienced by it as a result of the presence and operations of other contractors working within the limits of or adjacent to the Project site.

The College reserves the right to occupy any portion of the Project that is ready for occupancy prior to Final Completion and acceptance of the Project, after Local and State Construction Enforcing Agency approval.

The occupancy of any portion of the Project does not constitute an acceptance of any Work nor does it waive the College's right to liquidated damages or constitute an acceptance of any Work, as the Project will be accepted as a whole and not in units. Prior to such occupancy, however, the Architect, a representative of the College, and the Contractor shall fully inspect the portions of the Project to be occupied, preparing a complete list of omissions of materials, faulty workmanship, or any items to be repaired, torn out or replaced. The College will assume responsibility for damage to premises so occupied of any items not on this list when such damage is due to greater than normal wear and tear, but does not assume responsibility for improper or defective workmanship or materials.

4.5 Performance Of The College Directives.

When the College issues a written directive to the Contractor under the authority of any provision in the Contract for Construction or these General Conditions, the Contractor shall perform as directed in a diligent manner and without delay. Compliance with written directives shall not adversely affect the rights of the Contractor under the Contract for Construction, these General Conditions or law, but if the Contractor objects to a directive of the College, or claims that a directive infringes upon its rights or entitles it to a change order, it shall notify the College in writing within 2 business days of any directive and describe any objection it has to the directive and the reasons for its objection. Objection to a written directive does not relieve the Contractor of the obligation to comply with the directive and proceed in a diligent manner to implement the directive without delay.

ARTICLE 5

PERFORMANCE OF WORK

5.1 Protection Of Work/Materials.

The Contractor, shall at its own expense, protect all finished Work and materials from damage and keep them protected until the Project is accepted as Substantially Completed, and shall repair or replace any Work or material damaged before acceptance. After the Project is accepted as Substantially Complete, the Contractor will remain responsible up through Final Completion for damage to Work and materials caused by it or its Subcontractors or others participating in the performance of its obligations under the Contract Documents. The Contractor shall also secure and protect its own tools, equipment, materials and supplies, and the College shall have no liability for damage, theft or injury to the Contractor's property.

5.2 Safety And Safety Programs.

The Contractor shall have full responsibility for safety at the Project site at all times up to Final Completion and acceptance of the Project and the Contract. The Contractor shall provide for the safety of all individuals on the Project site, and take measures to ensure that individuals on or near the Project site are not injured by the performance of the Contract. The Contractor shall establish and maintain a Project safety program in accordance with all applicable laws including OSHA, good industry practice, and any additional requirements in the Contract Documents. If the College or the Architect become aware of an unsafe situation, the Contractor will immediately respond to remedy the safety concern and shall take all other actions necessary to comply with Article 2.6.

5.3 Emergencies Affecting Safety.

If there is an emergency affecting the safety of persons or property, the Contractor shall take immediate action to prevent damage, injury or loss. The Contractor shall notify the College in writing of the situation and all actions being taken immediately or as soon as possible. If, in the opinion of the Contractor, immediate action is not required, the Contractor shall notify the College in writing of the emergency situation and proceed in accordance with the College's instructions. However, if loss, damage, injury or death occurs that could have been prevented by the Contractor's prompt and immediate action, the Contractor shall be liable for all costs, damages, claims, actions, suits, attorney's fees and other expenses that result.

Any additional compensation or extension of time claims by the Contractor on account of emergency Work shall be determined in accordance with the change provisions of the Contract for Construction and these General Conditions. The Contractor shall be responsible for emergencies and costs and delays resulting therefrom that could have been foreseen or prevented with normal diligence, planning, and supervision of the Work, or that are caused by the Contractor's failure to properly perform the Contract.

The Contractor shall provide the College with a list of the names and telephone numbers of its employees and employees of each Subcontractor designated to be contacted in case of an emergency during non-working hours. A copy of this list shall be displayed prominently at the

Project site so that it is visible when the Project site is secured and shall be provided to the College's campus police department.

5.4 Working Hours.

Except as required for the safety or protection of persons or property, or as specified in the Contract Documents, all Work at the site shall be performed during regular working hours, and not on Saturdays, Sundays, legal holidays, the College's commencement days, resident move-in and move-out days or other days specifically noted in the Contract Documents without the prior written consent of the College, which will not be unreasonably withheld.

5.5 Site Security.

The Contractor shall provide, maintain and oversee security at the site if required in the Specifications. The Project site shall be fenced as specified in the Specifications, and the Contractor shall control access when gates are unlocked or open. The fence shall provide a physical barrier to the site and protection from visible nuisance. At a minimum, the fence shall be firmly secured with buried posts or weighted feet, top rails, metal fabric, and locking gates. Contractor shall immediately notify the College in the event of unauthorized entry to the site.

5.6 Site Use.

The Contractor shall confine construction equipment, storage and Work to the Project site absent written approval from the College. Any request by the Contractor to use areas outside the Project site must be described in written form and included with the Contractor's bid.

5.7 Building Access.

The Contractor shall be responsible for the sign out, distribution, safe use and return of all building keys and/or access cards, and shall be responsible for all costs associated with failure to return these items (e.g., the cost to re-key/re-implement the system).

5.8 Minimize Interruption.

The Contractor acknowledges that the College is an existing educational facility and that classes may be in session during construction. The Contractor agrees to conduct its Work with as little disruption as reasonably possible to the College's students, faculty, employees and guests, and will maintain a safe environment for the College's students, faculty, employees and guests, in addition to the Contractor's employees and workers of all tiers. The Contractor and its Subcontractors and employees of all tiers must display courtesy and consideration with and shall refrain from discriminating against or harassing the College's students, faculty, employees, visitors and guests at all times. The Contractor will not allow smoking, vaping, alcohol, drugs, any firearms, or other weapons on the College's property at any time. The Contractor shall abide by all campus traffic regulations.

5.9 Submittals (Shop Drawings, Product Data, Samples).

Prior to the beginning of Work on the Project, the Contractor shall furnish to the Architect and the College for their review and approval, a schedule setting forth all the submittals, including shop drawings, product data and samples required by the Contract Documents, that the Contractor intends to submit to the Architect for review and approval, the date upon which the Contractor shall make each such submittal and the date upon which the Architect shall complete its review of each such submittal, which in no event shall be less than ten (10) days from receipt ("Submittal Schedule"). The Architect and the College shall identify all submittals that will require more than ten (10) days to review and notify the Contractor of the required review period. The Contractor shall adjust the Submittal Schedule to accommodate the extended review period. The Architect shall endeavor to conduct its review and approval of all submittals in accordance with the Submittal Schedule. In the event that a submittal is made that is not set forth on the Submittal Schedule, the Architect shall review and return such submittal within ten (10) working days from receipt.

Submittals shall be complete as to quantities, details, dimensions and design criteria. The Architect will approve and the College will review submittals if they conform to the Contract Documents, the design concept and good industry practice. The Contractor shall note its approval of all submittals and the date for any submittals prepared by any Subcontractor or supplier, and it shall be responsible for determining and verifying all materials, field dimensions, field construction criteria, and coordination requirements pertaining to the submittal.

The Contractor will not be relieved of responsibility of deviations in submittals from the requirements in the Contract Documents by reason of approvals of the submittals unless the Contractor specifically identifies the deviation in the submittal and the Architect and the College expressly approve the deviation in writing. The Contractor shall be responsible for errors or omission in its submittals. No Work or materials included in a submittal shall begin until the submittal is approved by the Architect and the College.

5.10 Layout And Dimensional Control.

The Contractor shall be responsible for locating and laying out the Project components and all of the Project parts on the Project site in strict accordance with the Plans, and shall accurately establish and maintain dimensional control. The Contractor shall employ a competent and licensed New Jersey engineer or land surveyor as appropriate to perform all layout Work and to fix the level and location of excavations, footing base plates, columns, walls, floors and roof lines. The Contractor shall furnish to the College and the Architect certifications that each such level is as required by the Plans as the Work progresses.

The plumb lines of vertical surfaces shall be tested and certified by the Contractor's engineer or surveyor as the Work proceeds. The engineer or surveyor shall establish all points, lines, elevations, grades and bench marks for the proper control and execution of the Work. The engineer or surveyor shall establish a single permanent benchmark to be approved by the Architect, to which all three coordinates of dimensional control can and shall be based. The engineer or surveyor shall verify all topographical and utility survey data, and all points, lines, elevations, grades and benchmarks furnished by the College.

Should any discrepancies be found between information in the Plans and the actual site or field conditions, the Contractor shall notify the Architect and the College in writing, and shall not proceed with any Work affected until it receives written instructions from the College.

The Contractor is required to provide a final “as built” survey from a New Jersey licensed/certified surveyor of the Project site showing all structures, elevations, grades and required information on the Project site and submit to the College in CADD format.

5.11 Construction Access, Roads, Walks, And Parking.

The Contractor shall construct and keep all roadways, drives, walkways and parking areas within or near the site free and clear of debris, gravel, mud or any other site materials, including, for example, the cleaning of muddy wheels and undercarriages on vehicles before they exit the site. The Contractor shall be responsible for any citations, fines, or penalties imposed on it or the College for failing to comply with applicable local rules or laws regarding its use of roads and the like.

The Contractor shall obtain permission in writing from the College before using for construction purposes any existing driveways, parking areas, walkways or areas not specifically designated for such use in the Contract Documents. The Contractor shall maintain such driveways and areas in good and clean condition during construction and not damage them. At Final Completion, the Contractor shall leave them in the same condition as they were at the start of the Work. Conditions of such facilities before use shall be photographed and otherwise documented by the Contractor. The Contractor shall not commence construction of permanent driveways, parking areas or walks on the Project site without the written approval of the College.

Any existing walkways, driveways, aprons, or curbs damaged by the Work of the Contract Documents shall be replaced in kind, at the Contractor’s expense, immediately upon Project completion, or as required to maintain campus safety and campus aesthetics.

5.12 Construction Site Condition, Storage, Dust Control.

The Contractor shall provide reasonable, safe and orderly storage for its equipment, tools and materials, and shall not unreasonably encumber the site. The Contractor shall keep the site and the Project free from the accumulation of refuse, debris and scrap materials caused by its operations so that the site has a neat, orderly and workman-like appearance. Loading, cartage, hauling and dumping will be at the Contractor’s expense. The Contractor shall provide, at its expense, temporary dust-proof partitions around areas of work in existing buildings, and where reasonably required, in new building areas.

5.13 Photographs.

The Contractor shall provide, at its expense, monthly progress photographs of the Project. The photographs shall be 8 inches by 10 inches and shall be submitted to the College in duplicate monthly. Unless otherwise specified in the supplemental general requirements, four photographs

shall be submitted each month which provide views of the Project taken from the same four points each, which points shall be selected by the Architect.

5.14 Project Sign.

The Contractor shall, at its expense, provide, erect and maintain two Project signs at the site, which shall be described in the Contract Documents. The College will specify the location of the signs. The signs shall be painted by a professional sign painter or prepared by a professional graphic artist. No other signage will be permitted at the site. The signs shall include the name and cell phone number of a Contractor-designated project lead that is available for 24-hour contact in case of emergency. The Contractor shall remove the signs when the Project is finally accepted unless the College requests that they be removed earlier.

5.15 Soil Conservation.

The Contractor shall employ reasonable measures to conserve the soil at the site, and determine and comply with all soil conservation measures required by the Mercer County Soil Conservation District.

The Contractor shall coordinate and schedule all soil conservation inspections, shall provide the College with written notice of all such inspections so that the College may attend the inspections if it chooses in its sole discretion to do so, and shall provide the College with all site inspection notes, approvals or notices.

5.16 Temporary Facilities, Services, Electric, Heat And Enclosures.

The Contractor shall provide storage areas, temporary drives and sidewalks, employee parking areas, staging areas, excavation borrow/spoil areas, commercial canteen areas, field offices including a meeting room, telephones, toilet facilities, and other temporary facilities that are necessary to perform the Work or that may be required by the Project Specifications. The Contractor shall locate these facilities on the Project site, and the location shall be subject to the approval of the College.

The Contractor shall provide adequate and clean temporary toilet facilities on the Project site in locations to be approved by the College, and they shall be serviced at least twice a week by a firm qualified and experienced in such functions. The Contractor shall provide such temporary electricity, water, and other utilities that are necessary to perform the Work, or that may be required by the Project Specifications. The Contractor shall also supply such temporary enclosures and heat that are necessary to perform the Work or that may be required by the Project Specifications. The Contractor and the Subcontractors will not enter or use any College facilities not required by the Work of the Contract.

Temporary electric and heat shall be furnished by the Contractor for the benefit of other contractors working on the Project if specified in the Project Specifications.

The Contractor shall not anticipate using the permanent heating or air conditioning system in a building for temporary heat or air conditioning prior to the acceptance of the Project as Substantially Complete unless specified otherwise.

Any natural gas, combustible material, or hazardous material containers utilized by the Contractor must be stored in a safe, ventilated location approved by the College. The Contractor must also submit for approval a reasonable safety plan for the operation of temporary heat equipment. The Contractor shall be solely responsible for any natural gas, combustible material or hazardous materials containers utilized by the Contractor or any of its Subcontractors and shall indemnify, defend and hold harmless the College from any fines, costs, expenses, liabilities, damages, etc. resulting from the Contractor's or any of its Subcontractors' use of such materials.

5.17 Substitutions.

To the extent that the Contractor includes in its bid substitute materials or equipment or construction methods in lieu of those specified in the Contract Documents, it does so at its own risk. Any substitution must be equal in type, function and quality to the item required in the Contract. The Contractor must submit all information required within 20 days of the Contract award to determine if the proposed substitute is equal to the requirements of the Contract Documents, and any substitution must be approved in writing by the Architect and the College.

The College shall have complete discretion to decide whether it will accept any substitution. No substitution shall result in any increase in the Contract Price or Contract Times. The Contractor in its application for the substitution must certify in writing that the substitution is equal to what is specified in the Contract Documents in all material respects and will not increase the Contract Times or Contract Price of the Work.

Should the substitution be rejected, the Contractor will then be required to provide the specified product, material or method at no additional cost to the College and no change in the Project Schedule.

5.18 License Fees.

The Contractor shall be responsible for obtaining the right to use any equipment, design, device or material required to perform the Contract, and shall include in its Contract Price any license fee or royalty required.

ARTICLE 6 **SUBCONTRACTORS**

6.1 The Contractor's Responsibility For Subcontracted Work.

The Contractor shall be fully responsible to the College for the proper performance of the Contract irrespective of whether the Work is performed by the Contractor's own forces or by Subcontractors employed by the Contractor. The Contractor shall be responsible for the acts and

omissions of its Subcontractors and suppliers on the Project and shall take appropriate measures if they are not properly supervising or performing their Work.

6.2 Subcontractor Identification And Approval.

The Contractor shall have included with its bid for the Contract, the names, addresses and license numbers of all Subcontractors that it proposes to utilize on the Project for plumbing and gas fitting work, HVAC work, electrical work, structural steel and ornamental iron work. No Subcontractor may perform Work on the Project until it has been approved in writing by the College.

Within 20 days after issuance of the Notice to Proceed, the Contractor shall furnish to the Architect and the College in writing for review by the Architect and the College a list of the names of all Subcontractors, sub-subcontractors, fabricators, manufacturers, sources of supply, articles, devices, fixtures, pieces of equipment, materials and processes proposed for each item of Work using AIA Document G705-2001, List of Subcontractors. The Architect and the College will notify the Contractor in writing if either the College or the Architect, after due investigation, has reasonable objection to any names on such list.

In submitting the names of Subcontractors, the Contractor shall (1) list the name and address of the Subcontractor, (2) provide the name and address of all sub-subcontractors for each significant subdivision of the trade or work, and (3) reference in the form of a list at least 3 jobs similar in size and quality to the Project performed by the subcontractor in the last 5 years, with name and location of work, dollar value and names of the College and the Architect.

In submitting sources of supply, articles, devices, fixtures, piece of equipment and materials, including those under subcontracts and sub-subcontracts, the Contractor shall list (1) the name and address of the source of supply, and (2) the name of the manufacturer of the items.

If the College disapproves of a proposed Subcontractor, it will provide the reason for its decision in writing. The College will not be liable for any extra cost or delays caused by the reasonable disapproval of proposed Subcontractors. The approval of Subcontractors by the College shall not relieve the Contractor of the responsibility for complying with all of the provisions of the Contract Documents including those performed by the Subcontractors. Subcontractors approved by the College may not be changed without prior notice to and written approval by the College.

Payment to the Contractor shall not be made until the list of Subcontractors (as required above) has been provided to the Architect and College.

6.3 Subcontractor Qualifications.

The College may disapprove of a proposed Subcontractor if (i) it has a reasonable objection to the Subcontractor, (ii) there is evidence of poor performance on other Projects or financial problems, (iii) the Subcontractor has been suspended or debarred by any public agency within the State of New Jersey, (iv) the Subcontractor is not properly licensed and registered to do business in New Jersey or with the New Jersey Department of Labor regarding prevailing

wages, or (v) the Subcontractor has been charged with or convicted of violating any laws, including but not limited to, the New Jersey Prevailing Wage Act, criminal laws, public procurement laws, anti-trust laws, election laws, laws against employment discrimination, environmental laws, tax laws, professional licensing laws, or laws regarding attempts to improperly influence the College or other public officials.

Subcontractors shall utilize qualified, competent craftsmen on the Project.

6.4 Subcontractor Compliance With Contract/Subcontractor Supervisors.

The Contractor shall require its Subcontractors on the Project to comply with all pertinent terms of the Contract Documents, and shall include all appropriate terms and provisions in written subcontracts on the Project to achieve proper Contract performance. Each Subcontractor shall have competent superintendents and foremen supervising their work, and the Contractor shall take appropriate measures if they fail to do so.

6.5 No Contractual Relationship Between The College And Subcontractors.

The Contractor shall enter into written subcontracts with each and every Subcontractor and supplier solely in its own name. No approval by the College of any Subcontractor or supplier and nothing in the Contract Documents shall create any contractual relationship or duties between the Contractor's Subcontractors and the College. Nothing in the Contract Documents shall cause any of the Contractor's Subcontractors or suppliers to be deemed a third-party beneficiary of the Contract between the College and the Contractor, and nothing herein shall give any of the Contractor's Subcontractors or suppliers any rights or claims directly against the College.

6.6 Contingent Assignment of Subcontracts.

Each subcontract agreement for a portion of the Work and any purchase order for materials or equipment may, in the College's sole discretion, be assigned by the Contractor to the College, provided that

- (a) assignment is effective only after termination of the Contract by the College for cause or for convenience and only for those subcontract agreements that the College accepts by notifying the Subcontractor and the Contractor in writing and only on such terms and conditions acceptable to the College;
- (b) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract;
- (c) if the College elects to take an assignment of any subcontract or purchase order, the Contractor shall execute all papers necessary to effectuate the assignment; and
- (d) the assignment shall not relieve the Contractor of its existing obligations to any Subcontractor or Supplier, nor shall it cause the College to assume

any of the Contractor's obligations to any Subcontractor or Supplier that arose prior to the termination.

When the College accepts the assignment of a subcontract agreement or purchase order, the College assumes the Contractor's rights and obligations under the subcontract going forward. Upon such assignment to the College, the College may further assign the subcontract to a successor contractor or other entity.

ARTICLE 7

TIME, LIQUIDATED DAMAGES, DELAY CLAIMS AGAINST THE COLLEGE.

7.1 Contract Times.

The Contractor shall begin the Work within 10 days after the issuance of a Notice to Proceed by the College, and shall perform the Work in the Contract Documents by the dates specified in the Notice to Proceed, including Construction Start, Milestone, Substantial Completion and Final Completion Dates (collectively, "Contract Times"). As specified in the Contract for Construction, if the Work is to be performed in phases, the College may issue separate Notices to Proceed for each phase, which shall specify the Construction Start, Milestone, Substantial Completion and Final Completion Dates for that phase. The College may, in its sole discretion and at no cost to the College, choose to delay the issuance of a Notice to Proceed and the Construction Start Date for any phase until after the Contractor has achieved Substantial or Final Completion of any other phase.

7.2 Liquidated Damages For Delay.

If the Contractor fails to Substantially Complete any phase of the Work or the entire Work by the Substantial Completion Date(s) set forth in the applicable Notice to Proceed (as extended by Change Order, if applicable), and the delay is not excused by the College, then the Contractor shall pay the College the amounts specified in the Contract for Construction as liquidated damages for delay for each calendar day that the phase of the Work or the entire Work is not Substantially Completed beyond the applicable Substantial Completion Date

7.3 Delay Claims By The Contractor Against The College -- Limitations.

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 Architect, other contractors, utilities and governmental authorities.

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 the College is not responsible.

When the Contractor is entitled to extra compensation for delay under the Contract for Construction and these 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 revenue, or consequential losses as that term is defined by New Jersey law. Any additional compensation under this Article shall also be subject to the provisions in the Contract for Construction and these General Conditions regarding claims, and the provisions in the Contract for Construction and these General Conditions regarding the maintenance and availability of cost records.

ARTICLE 8

PROJECT SCHEDULE

8.1 General Project Schedule Requirements.

The Contractor shall schedule the construction Work and determine the most feasible means and order for the Work to complete the Project within the times required by the Contract. The Contractor shall prepare a Project Schedule and monthly schedule updates, which must be approved in writing by the College and the Architect. The Contractor shall perform the Contract and the Work in accordance with the Project Schedule. The Project Schedule should include a schedule of submittals for approval as required herein. The Project Schedule must be submitted before any Work (other than mobilization to site and general layout and site preparatory work) on the Project can begin under the Notice to Proceed. When the Contractor's Project Schedule is approved in writing by the College, it shall become an additional Contract Document and the Contractor shall be required by the Contract to comply with it. The Project Schedule and any updates to it shall be used in determining the amount of the monthly progress payments to the Contractor. The College may also use the Project Schedule and updates to determine if the Contractor is adequately planning and performing the Work in accordance with the Contract Documents.

8.2 Form And Content Of Project Schedule.

The Contractor shall prepare the Project Schedule using Critical Path Method (CPM) scheduling techniques. The Contractor shall utilize the latest revision of Primavera P3 or Microsoft Scheduling software. The Contractor shall prepare a detailed schedule which shows how it will plan, organize, execute and complete the Work. The Project Schedule shall be in the form of an activity oriented network diagram (CPM). The principles and definitions used in this Article shall be as set forth in the Associated General Contractors of America (AGC) publication "Construction Planning and Scheduling", copyright 1994.

The detailed network diagram shall provide sufficient detail and clarity of form and technique so that the Contractor can plan, schedule and control the Work properly, and the College and the Architect can readily monitor and follow the progress of all portions of the

Work. The network diagram shall comply with the limitations imposed by the scope of the Work and contractually specified Milestone, Substantial Completion, and Final Completion Dates. The Project Schedule shall include the arrow or network diagram and the computer produced schedule with dates. The Project Schedule shall include and reflect the following factors:

- (a) Project phasing, contract Milestone, Substantial and Final Completion Dates.
- (b) The structural breakdown of the Project.
- (c) The types of Work to be performed and the labor trades involved.
- (d) Reasonable logic and activity durations.
- (e) Reasonable coordination of all activities.
- (f) Purchase, manufacture and delivery activities for all major materials and equipment.
- (g) Deliveries of equipment furnished by the College.
- (h) Allowances for work by separate contractors identified in writing by the College at the time of Contract award.
- (i) Submittals and approvals of shop drawings, material samples, and other required submittals.
- (j) Subcontract Work.
- (k) Crew flows and sizes (manpower).
- (l) Assignment of responsibility for performing all activities.
- (m) Access and availability to Work areas.
- (n) Identification of interfaces and dependencies with preceding, concurrent and follow-on contractors, and sequences and interdependence of activities.
- (o) Testing and inspections.
- (p) Phased or total inspection, acceptance, and takeover by the College.
- (q) Utilization of the Project Schedule to determine amounts of monthly progress payments.
- (r) Activities required of the College and the Architect such as approvals, including reasonable durations for the activities.

Activities should be set forth in working days and have a maximum duration of 60 days, except for non-construction activities such as the procurement and delivery of materials and equipment. All durations shall be the result of definitive manpower and resource planning by the Contractor. The level of detail in the Project Schedule shall be subject to the approval of the College. The Project Schedule shall include a reasonable approach to achieve Milestone, Substantial Completion and Final Completion Dates in the Contract. Any failure of the Contractor to include any element of the Work in the Project Schedule shall not excuse the Contractor from completing that Work and all of the Work needed to complete the Project by the Milestone, Substantial Completion and Final Completion Dates in the Contract.

The network diagram is to be prepared by a computer plotter. The logic diagram will be pure logic and shall not be drawn to time scale. The logic diagram shall be drawn on 30" x 42" size sheets and prepared on a tracing/mylar or similar material suitable for reproducing high quality prints.

8.3 Computerization Of Project Schedule.

The mathematical analysis of the detailed network diagram shall be made by computer, and the tabulation for each activity shall include the following:

- (a) Activity numbers.
- (b) Activity descriptions.
- (c) Durations in work days for each activity.
- (d) Earliest start date (by calendar date).
- (e) Earliest finish date (by calendar date).
- (f) Latest start date (by calendar date).
- (g) Latest finish date (by calendar date).
- (h) Slack or total float in work days.

The following computer documents shall be prepared as part of the initial Project Schedule submission and each update:

- (a) Activity file sort, including sorts listing activities required of the College and the Architect, such as approvals.
- (b) Eight week "lookahead" detailed bar chart.
- (c) Eight week summary bar chart.
- (d) Additional computer sorts requested by the College.
- (e) High density CDs or thumb drives of all computer files.

8.4 Weather Inclusion In Project Schedule.

Seasonal weather conditions shall be included in the Project Schedule, including average precipitation, temperature and other weather conditions typical in the geographic area over a 5 year period by month.

8.5 Project Schedule Updates.

The Contractor shall prepare Project Schedule updates monthly until the Project is completed. The first update shall be issued 30 calendar days after the Construction Start Date specified in the Notice to Proceed. Updates shall include the following information:

- (a) Actual start and completion dates for activities.
- (b) Activity percent completion.
- (c) Remaining durations for activities in progress.

Each Project Schedule update shall also include a narrative report that includes the following information:

- (a) Summary of Work completed during update period.
- (b) Comparison of actual progress and status to activities and dates in original Project Schedule.

- (c) Analysis of critical path including effect of activity progress on the Project critical path.
- (d) Analysis of secondary critical paths, meaning float within 10 days of the Project critical path.
- (e) Analysis of time lost or gained during the update period.
- (f) Identification of problem areas.
- (g) Identification of change orders and delays impacting or delaying the Project under the Project Schedule.
- (h) Solutions or proposed solutions to current problems and delays.
- (i) Extensions requested by the Contractor, including activities affected and the amounts, and the reasons for the requests.
- (j) Extensions granted by the College for delays and changes, including the activities affected and the amounts, and any effect on the critical path and Contract Milestone, Substantial Completion and Final Completion Dates.
- (k) Delays in activities required of the College and the Architect, and activities that they are required to complete in the update period following the issuance of the update.

All Project Schedule updates must be submitted to the College and the Architect for written approval. Project Schedule updates, including the reports which are approved by the College, shall be deemed to be official records of the progress and status of the Project under the Project Schedule and the Contract, and may be utilized by the College in determining if the Contractor is adequately planning and performing the Work under the Contract Documents.

8.6 Meetings/Eight Week Bar Charts.

The Contractor's Project Manager and Scheduler shall arrange for and attend monthly progress and scheduling meetings with the College and the Architect. Monthly progress meetings shall be scheduled 3 to 7 days after monthly Project Schedule updates and reports are issued and provided to the College and the Architect. The purpose of these meetings will be to review past progress, current status, problem areas, delays, measures to reduce delays, future progress, and the Contractor's most recent Project Schedule update and report. At the monthly progress meetings, the Contractor shall provide a look ahead summary and detailed bar charts showing the Work and activities to be performed and/or completed during the 8 week period following the Project Schedule update.

8.7 Project Schedule Documentation For Contract Payments.

The Contractor will not be entitled to payments under the Contract until a Project Schedule has been submitted to and approved in writing by the College. No payment will be made under the Contract if, when the payment is due, a Project Schedule update and narrative report is due under this Article but has not been submitted to and approved in writing by the College. The original Project Schedule shall include a breakdown allocating the total Contract Price among the network activities in the Project Schedule, which must be approved by the College.

8.8 Progress and Recovery Project Schedules.

The Contractor shall perform its Work in accordance with the Project Schedule. If the Contractor's Work falls behind the requirements of the Project Schedule, it shall, at its own cost, institute measures to improve its progress and bring its Work in compliance with the Project Schedule, including but not limited to increasing manpower, increasing work hours per shift, increasing shifts, increasing working days per week, and rescheduling Work activities to perform them concurrently where feasible.

If monthly Project Schedule updates show that the Contractor's progress has fallen behind the Project Schedule so as to jeopardize the achievement of Milestone, Substantial Completion or Final Completion Dates by more than 10 work days, the Contractor shall, if requested by the College in writing, prepare a recovery schedule with acceleration measures to regain the lost time, and shall proceed in accordance with the recovery schedule in addition to the Project Schedule at its own cost.

8.9 The Contractor's Failure to Provide Project Schedule Updates.

If the Contractor fails to provide monthly Project Schedule updates and reports when required, the College can elect in its sole discretion to employ any of the following remedies: (i) not make progress payments; (ii) on 10 days written notice to the Contractor, retain its own consultant to provide Project Schedule updates and reports and deduct the cost from the Contract Price; (iii) terminate the Contract for default in accordance with the termination provisions in the Contract for Construction and these General Conditions and/or (iv) make a claim on the performance bond.

8.10 Scheduler Qualifications.

The Contractor must utilize a Project Scheduler that satisfies the qualification requirements for the Project. If at any time during the Project it appears that the Contractor's Project Scheduler is not competent to provide the scheduling services required in this Article, the Contractor shall, within 10 days after a written notice and demand from the College, retain a replacement scheduler that is competent to provide the services required. The College may also utilize any of the remedies provided in the Contract for Construction or these General Conditions for the Contractor's failure to provide proper Project Schedule updates and reports.

ARTICLE 9

EXTENSIONS, COMPENSATION FOR CERTAIN EXTENSIONS.

9.1 Delays Warranting Extensions Of Contract Times.

If the Contractor is unavoidably prevented from completing any part of the Work within the Milestone, Substantial Completion or Final Completion Dates by causes beyond the control and without the fault of the Contractor or its Subcontractors, those Contract Times will be extended by amounts equal to the time lost due to such delays, provided the Contractor requests extensions in accordance with this Article. Delays warranting extensions of the Contract Times

include unforeseeable and unavoidable delays caused by the College, the Architect, other contractors employed by the College, utility owners or other third parties, acts of God, acts of governmental authorities, wars, abnormally severe weather conditions of unusual duration (specifically excluding weather conditions of the type and duration that have been encountered in the area in which the Project is located) that prevent timely delivery of materials or equipment necessary to the completion of portions of the Work or hamper access to the Work by workmen or Subcontractors, fires, floods, earthquakes, epidemics, plagues, and other unavoidable casualties.

Apart from an extension of time, no payment or allowance of any kind shall be made to the Contractor as compensation for damages on account of hindrance or delay from any cause in the progress of the Work, whether such delay be avoidable or unavoidable. The Contractor agrees that it will make no claim for compensation, damages for any such delays, and will accept in full satisfaction for such delays said extension of time.

9.2 Weather Delays.

The Project Schedule shall take into account normally anticipatable adverse weather plus an additional five (5) days of severe and unusual weather conditions that will materially interfere with the timely prosecution of the Work. No time extensions will be granted for time lost due to weather conditions that do not meet the criteria set forth in Article 9.1, and then only to the extent more than five (5) days of delay result from such severe and unusual weather conditions. Owner shall not be required to keep a record of days of precipitation or low temperatures and the burden of proof with respect to weather delays shall be upon Contractor. No time extensions will be considered for any weather conditions that do not affect Work on the critical path or Contract Times.

9.3 Float Time Use.

Float time in the Project Schedule is not for the exclusive use of either the Contractor or the College. Float time is available for use by both parties to facilitate the effective use of available resources and to minimize the impact of problems and delays that may arise during construction. No time extension will be granted as a result of any problem, change order or delay which only results in the loss of available positive float on the Project Schedule. Float time shown on the Project Schedule shall not be used by the Contractor in a manner that is detrimental to the interests of the College or the Project.

9.4 Calculation Of Extensions.

Extensions will be calculated based on the effect of delays on the Project Schedule and the activities in the Project Schedule. If the Contractor is entitled to an extension for a delay based on the nature of the delay under this Article, the activities in the Project Schedule affected by the delay will be extended by the amount they are affected. If extensions of activities in the Project Schedule affect the critical path and delay the Contract Milestone, Substantial Completion or Final Completion Dates, they too will be extended to the extent affected. The critical path and Contract Times will only be extended to the extent that they are actually

affected under the Project Schedule by a delay for which the Contractor is entitled to an extension.

If, for any scheduled activity or period, there are concurrent delays that include delays for which the Contractor is entitled to an extension and delays for which the Contractor is not entitled to an extension, the Contractor will be given an extension for the delays for which it is entitled to extension so that it will not be liable to pay liquidated damages for delay, unless the College eliminates or reduces that delay. A concurrent delay will not justify an extension to the Contractor if it has minimal effect on the completion of the Project, and/or if it would likely have been avoided if it had become apparent that it was having an effect on the progress of the Project and the Final Completion Date.

9.5 Elimination of Delays and Extensions (Acceleration).

If the effect of a delay for which the Contractor is entitled to an extension can be reduced or eliminated by changes in the Project Schedule or other measures which have no material adverse impact on the Contractor in terms of cost or otherwise, the Contractor shall employ those measures so that no extension is required or so that a shorter extension is required. If the Contractor is entitled to extensions for delays, and if the College (in its sole discretion) notifies the Contractor in writing that it prefers to eliminate the lost time to avoid or reduce the extension required, by changes or additional efforts such as acceleration efforts, the Contractor shall perform those measures as a change to the Contract to be compensated under the change order provisions in the Contract for Construction and these General Conditions.

9.6 Requests For Extensions Required.

The Contractor must provide the College with a written notice of delay and request for an extension within 24 hours of the beginning of a delay. The written notice of delay and request for extension must include the nature and cause of the delay, the known extent of the delay, the Work activities on the Project Schedule affected by the delay, and the extent of the effect to each, and suggestions or proposals to reduce or eliminate the delay. This limited time frame is to provide the College the opportunity to immediately address the issue and limit the amount of time in the potential delay and its potential impact on the Project Schedule.

9.7 Compensation For Certain Extensions And Limitations.

Under the Contract for Construction and these General Conditions, the College does not assume responsibility for many types of delays, including additional costs resulting from extensions granted because of those delays. Where the College is responsible for a delay under the express terms of the Contract for Construction and these General Conditions, it will pay extra compensation for any extension granted because of the delay.

Compensation by the College for delays (and extensions) for which it is responsible under the Contract for Construction and these General Conditions shall only include additional costs actually incurred at the site, and shall not include home office expense, home office overhead, lost profit or consequential losses. Any additional compensation under this Article shall be subject to the provisions in the Contract for Construction and these General Conditions

regarding claims, and the provisions in the Contract for Construction and these General Conditions regarding the maintenance and availability of cost records.

No compensation will be paid if an extension for a delay for which the College is responsible is concurrent with another delay for which the Contractor is not entitled to an extension, or is concurrent with another delay for which the Contractor is entitled to an extension but the College is not responsible for the other delay.

If the College requests a change in the Contract Work, potential delays and extensions that result from the change and any resulting extra compensation for the change shall be addressed under the change order provisions in the Contract for Construction and these General Conditions in addition to this Article.

ARTICLE 10

PAYMENTS TO THE CONTRACTOR.

10.1 Contract Price.

The College will pay the Contractor as full compensation for performing the Work the Contract Price as adjusted by approved change orders that increase or decrease the Contract Price. The College will do so in accordance with this Article, any supplemental General Conditions regarding payment, and the payment terms in the Contract for Construction. Payment provisions in the supplemental General Conditions that add to or modify this Article shall take precedence over this Article. Payment provisions in the Contract for Construction that add to or modify payment terms shall take precedence over the supplemental General Conditions and this Article.

10.2 Monthly Progress Payments.

The College will pay the Contractor monthly progress payments as the Work proceeds and will pay for the Work completed, less retainage. The Contractor shall submit monthly invoices using the College's invoice form for the Work completed in each calendar month, and the monthly invoice shall be submitted in accordance with the Contract. The Contractor shall be entitled to monthly progress payments based on the percentage of the Work completed (less earlier payments), and that amount shall be based on the Unit Schedule Breakdown and the update of the Project Schedule for the billing period showing schedule activities completed and progress on incomplete activities, in conjunction with the values assigned to those activities. If there is a discrepancy between the amount due based on the Unit Schedule Breakdown and the amount due based on the Project Schedule update, the Contractor shall only be entitled to the lesser amount unless the College's Representative, in his/her sole discretion, decides otherwise. Payments made by the College shall be used by the Contractor solely for purposes of this Project and for paying Subcontractors, suppliers, and for labor and materials, and shall not be used to pay debts owed by the Contractor outside of the Project.

10.3 Unit Schedule Breakdown/CPM Activity Price Breakdown.

Before the Contract for Construction is signed, the Contractor shall submit to the College and the Architect a Unit Schedule Breakdown (schedule of values) utilizing the College's form (AIA Documents G702/G703) which reasonably allocates the Contract Price among the principal categories of Work and materials in the Contract. The Unit Schedule Breakdown must be signed by the Contractor and is subject to written approval by the Architect and the College for use in calculating monthly progress payments under the Contract. The Contractor shall not "front end load" the Unit Schedule Breakdown. The Unit Schedule Breakdown may include line items for mobilization, bonds and insurance.

The Contractor's proposed Project Schedule shall reasonably allocate the Contract Price among the activities in the schedule so that monthly Project Schedule updates can be utilized in connection with the Unit Schedule Breakdown in determining the amount of monthly progress payments. The Contractor's Unit Schedule Breakdown and Project Schedule activity price breakdown must be approved in writing by the Architect and the College before any payments are made under the Contract.

10.4 Invoices For Monthly Progress Payments: Form and Content.

The Contractor must utilize the College's invoice form and the invoice forms (AIA Documents G702/G703 and waiver attachments) must be completed before they are submitted for payment. Each invoice must be signed by the Contractor, and shall certify that the Work and materials represented as having been provided have been provided, and that all Subcontractors and suppliers on the Project have been paid all amounts legitimately due for Work and materials billed to the College in earlier invoices that were paid by the College. The Contractor's submission of an invoice constitutes an affirmative representation and warranty by the Contractor that it performed the Work in compliance with the Contract Documents and applicable laws, codes and regulations.

Invoices for monthly Project payments must include the status of the Work in the Unit Schedule Breakdown and the Project Schedule update for the billing period that shows the activities completed or started and the value of them based on the Project Schedule. Invoices must also include certified payrolls for the Contractor and all Subcontractors for the billing period, affirmative action monthly manning reports, a certification of Subcontractor/supplier payments, the College's acknowledgment of progress payment and release of liens and claims form duly executed by the Contractor, the College's acknowledgment of progress payment and release of liens and claims form duly executed by each Subcontractor and supplier who has furnished labor or materials that are the subject of the current invoice, a list of all materials stored to date including descriptions, values, quantities and location, and any other documents required in the Contract Documents.

The Contractor will be entitled to have an invoice paid if the Architect and the College approve in writing the invoice including the percentage of Work completed, and if the quality of the Work and materials conform to the Contract Documents. The approval of invoices shall not waive claims for defects or deficiencies in the Work or materials provided, or the right to subsequently inspect the Project as a complete and functioning whole.

10.5 Payment For Materials And Equipment Procured But Not Installed.

The Contractor may seek payment in monthly invoices for materials and equipment delivered to the Project site but not yet incorporated into the Work. The Contractor shall include with its monthly invoices a list of the stored equipment, the amount and type of stored materials, and the place where they are stored. Each invoice that seeks payment for materials and equipment delivered to the Project site but not installed or incorporated into the Work shall include a signed bill of sale to the College and an invoice from the supplier. All risk of loss or damage for materials and equipment delivered to the Project site shall remain with the Contractor.

The College will only rarely pay for material or equipment stored offsite, and only when it determines, in its sole discretion, that there is good cause. The College will consider no request to pay for materials or equipment stored off site unless the Contractor includes a written request for such payment with its bid for the Project. If the College does agree to pay for material or equipment stored offsite during the performance of the Contract, it will do so when the Contract for Construction is signed.

If the College does agree to pay for materials and equipment stored offsite, such payments shall be subject to any conditions in the signed Contract, and in all cases, a bill of sale to the College, a paid invoice, insurance and proof the storage facility is bonded will have to be provided to the College when each payment is sought. The location will have to be specified in writing and the material or equipment will have to be inspected by the College. The Contractor and its performance bond surety must agree in writing that they retain all risk of loss or damage, and each payment application must contain a consent to payments for materials stored offsite signed by the Contractor's bonding company.

Payments on account of materials or equipment not incorporated into the Work but delivered and suitably stored at the site, or at some other location agreed upon in writing, may be made by the College subject to the following conditions:

- (a) Such materials or equipment shall have been fabricated or assembled specifically for the Project and delivered to storage no earlier than needed for the orderly progress of the Work as demonstrated by the Project Schedule.
- (b) Title to such materials or equipment shall pass to the College pursuant to the Contractor's bill of sale, which shall contain guarantee of replacement thereof in the event of damage thereto or disappearance thereof due to any cause. The Contractor shall also affirm that it will pay for such materials or equipment immediately upon receipt of payment therefore from the College.

In the case of offsite storage, the Contractor shall also provide Consent of Surety to such payment and insurance of such materials or equipment against the perils set forth in these General Conditions both while storage and during transportation to the site. Raw materials or other materials or equipment readily duplicated or usable on other projects will be paid for only

after the materials are incorporated into the construction.

10.6 Retainage.

The College will retain 2% of the amount due on each partial payment pending Final Completion of the Contract.

Retainage amounts being withheld by the College shall be released and paid in full to the Contractor within 45 days of the Final Completion Date agreed upon by the Contractor and the College, without further withholding of any amounts for any purpose whatsoever, provided that the Work has been Finally Completed as indicated.

10.7 Payment For Change Order Work.

The Contractor shall invoice for change order work in the monthly progress payment invoices as the change order work is performed, but may only do so after a written change order has been signed by the appropriate College personnel and a TCNJ Purchase Order is issued by the College.

10.8 Final Payment.

Upon Final Completion of all the Work including all change orders, upon final acceptance of the Work by the Architect and the College, and upon the issuance of the Certificate of Final Completion, the Contractor will be paid the fully adjusted Contract Price including any retainage. The Contractor shall submit an invoice for the final payment. The final invoice must be accompanied by the College's acceptance of final payment and release of liens and claims form duly executed by the Contractor, the College's acceptance of final payment and release of liens and claims form duly executed by each Subcontractor and supplier who has furnished labor or materials that are the subject of the final invoice, all warranties, guarantees, manufacturer literature, approved as-built drawings, shop drawings required, and any other documents that the Contractor is required by the Contract Documents to provide to the College at the time of Final Completion. The final invoice must also include a written signed consent to the final payment signed by the Contractor's bonding company.

10.9 Payment Terms.

All invoices and payments shall be subject to the terms of the Contract for Construction and these General Conditions, including the provisions regarding payments, and to the right of the College to withhold payments or to make deductions from payments for damages, defective work, liquidated damages, third-party claims, failure to complete Work, failure to comply with requirements of the Contract Documents, failure to comply with Prevailing Wage Act requirements set forth in the Contract for Construction and these General Conditions, failure to comply with Project Schedule obligations, or other causes authorized by the Contract Documents.

10.10 Payment Based On Partial Acceptance (Limitation).

The College will not accept portions of the Project as Substantially or Finally Complete unless specified elsewhere in the Contract Documents. If the Specifications authorize partial acceptances, they will also specify the terms and conditions of such acceptances.

10.11 Failure To Pay Amounts In Dispute Not To Affect Performance.

The failure of the College to pay any amount requested by the Contractor in an invoice based on a determination that the invoice is improper or some other dispute shall not entitle the Contractor to stop or slow down the performance of the Work.

10.12 Reasons For Withholding Payment.

In addition to the reasons set forth elsewhere in the Contract for Construction and these General Conditions, the Architect or the College may also withhold payments to the Contractor, or, because of subsequently discovered evidence, may nullify the whole or a part of a payments previously issued to the Contractor, to such extent as may be necessary in the Architect's or the College's opinion to protect the College from loss for which the Contractor is responsible because of

- (a) defective Work not remedied;
- (b) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the College is provided by the Contractor;
- (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e) damage to the College or a separate contractor;
- (f) reasonable evidence that the Work will not be completed within the Contract Times, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- (g) failure to comply with requirements for monthly progress payments pursuant to Article 10.4; or
- (h) failure to carry out the Work in accordance with the Contract Documents.

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

If the College withholds or the Architect recommends that the College should withhold payment from the Contractor under subsection (c) above, the College may, after providing the Contractor with written notice and an opportunity to cure, 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. However, by doing so, the College is not undertaking any payment obligation on the part of the

Contractor, nor does any Subcontractor have any claims against the College or any right to future joint check payments.

10.13 Set-Off For State Tax Indebtedness.

Pursuant to N.J.S.A. 54:49-19, and notwithstanding any other provision of law to the contrary, if the Contractor or any of its Subcontractors or suppliers are indebted to the State of New Jersey for any State tax, the College may withhold and/or set off any payments due to the Contractor as may be necessary to satisfy such indebtedness and/or pending resolution of the indebtedness.

10.14 Maintenance Of Cost And Accounting Records.

The Contractor shall maintain and retain weekly payroll, material, Subcontractor, supplier, overhead and other cost and accounting records for the Project, and for additional services or extras required by the College, including all costs that the Contractor is entitled to be paid under the Contract. The Contractor shall require its Subcontractors on the Project to do likewise. The Contractor shall also maintain all estimates and takeoffs used in preparing and calculating its bid price for the Contract and change orders. Pursuant to N.J.A.C. 17:44-2.2, the Contractor shall also maintain all documentation related to products, transactions or services under the Contract. The records shall be maintained and shall be made available to the College or its representatives when requested. These records shall be maintained in accordance with generally accepted accounting principles and practices for a period of 5 years after final payment is received by the Contractor, or the duration of any dispute or lawsuit arising out of the Project, whichever is later, and shall be made available to the College or its representatives and the New Jersey Office of the State Comptroller when requested.

Any failure to maintain or produce the records required by this Article shall preclude the Contractor from claiming or being paid or retaining any payments or being paid on any claims that are based on costs or that should be, and expenses or losses incurred by the Contractor or its Subcontractors including extra costs that are or that should be reflected in the records required by this Article or good business practices. This record keeping requirement applies to records related to the basic Contract Price as well as extra compensation for change orders and claims of all kinds.

No claim by the Contractor against the College for payment, whether for Contract Work, extras, changes or claims that is based to any degree on costs that should be recorded in cost records required by this Article or good business practices may be asserted against the College to the extent the cost records do not exist or are not provided to the College upon demand.

The College reserves the right to audit the records of the Contractor and its Subcontractors at any time and for up to 3 years after the Final Completion of the Project. If an audit reveals overpayment by the College, the Contractor shall refund the cost of the audit and the overpayment to the College, or the College may deduct the cost of the audit and the overpayment from future payments under the Contract, or the College may assert claims against the Contractor and/or its surety for the cost of the audit and such overpayments.

10.15 Written Evidence of Payment to Subcontractors.

The College 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. Such evidence shall include acknowledgment of progress payment and release of liens and claims forms duly executed by each Subcontractor and supplier for payments previously made to the Contractor. If the Contractor fails to furnish the College with the written evidence that it has properly paid Subcontractors and material and equipment suppliers, the College shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the College 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. The College may, in its sole discretion, issue checks made payable jointly to the Contractor and a Subcontractor; however, by doing so, the College is not undertaking any obligation on the part of the Contractor, nor does the Subcontractor have any claims against the College nor any right to future joint check payments.

ARTICLE 11 **CHANGES.**

11.1 Changes Authorized.

The College may at any time authorize and direct changes in the Work or accelerations of the Work that change the scope of the Work and that increase or decrease the Contract Price. All changes including changes in the Contract Price shall be governed by this Article. All changes must be in a written change order signed by the Vice President for Administration, the College's Representative, the Architect and the Contractor. A TCNJ Purchase Order will then be issued by the College and signed by the Contracting Officer, after which time, the Contractor can then bill for the completed change order Work. Any extensions in the Contract Times and increases in the Contract Price because of extensions resulting from changes shall be governed by Article 9 of these General Conditions regarding extensions, but the authorization for the extra compensation itself resulting from an extension must be contained in a change order that complies with this Article as well. The College may elect to have changed Work on the Project that is within the scope of the Contract Documents performed by another contractor. Changes in the Work shall not affect the surety bond protection or insurance coverage required by the Contract Documents.

11.2 Change Request Or Directive.

The College may request a change in the Work or materials to be provided under the Contract Documents by a written Contract Change Directive ("CCD") signed by the College's Representative. If the College is of the opinion that no change in the Contract Price or Contract Times is required because of the change request, it shall so state in the CCD. A CCD may include provisions regarding the scope of the changed Work or materials, and may also include conditions including time parameters. A CCD may provide that specified Work shall stop until further notice, but the Contractor shall not stop or delay any Work because of a CCD unless the CCD provides that Work should stop because of the change. A CCD may provide that the performance of changes shall not commence until a change order is issued and a subsequent

TCNJ Purchase Order is issued and signed by the Contracting Officer, or that changed Work should proceed before a change order and TCNJ Purchase Order are issued by the College to maintain the progress of the Project.

11.3 Change Orders Which Are Protested.

If the Contractor protests the terms of a change order, it shall notify the College of its protest in writing within 2 business days of the issuance of the Change Order. It shall describe the terms that it objects to and the reasons for its protest. It shall include supporting documentation if appropriate, including detailed justification for any Contractor requested additional compensation based upon unavoidable additional costs. The College may elect to direct the Contractor in writing to perform the change order requirements despite the protest. If it does so, the Contractor's right to pursue further relief based on the protest shall be preserved and the Contractor shall immediately proceed with the change Work

11.4 Changes Affecting Contract Times.

Changes and change orders shall not affect or extend any of the Contract Times unless the change order itself specifies that it changes Contract Times. If a change order issued by the College delays the completion of any activity in the Project Schedule, the time allowed for that activity shall be extended, and if a delay in that activity delays other activities, the critical path or the Completion Dates in the Contract, they too will be extended. The Contractor shall make reasonable efforts in scheduling changed Work so that it does not delay or extend activities in the Project Schedule critical path, including any Milestone Dates, the Substantial Completion Date and the Final Completion Date. The Contractor shall also make alternate proposals for change order Work that include acceleration for the changed Work where feasible to achieve this goal, and shall include the cost of such efforts in its change order requests and proposals.

Change orders must specify whether they result in any delay (or extension) to any critical path activities in the Project Schedule, including an identification of the activities and the amount of delay in each. If no delay or extension is set forth in a change order, it will be deemed an agreement by the College and the Contractor that no delay or extension results from the change order.

11.5 Contractor Initiated Change Order Requests.

If the Contractor contends that any directive or communication from the College or Architect, or any condition, event or circumstance entitles it to a change order changing the scope of the Work, terms of the Contract Documents, Contract Price or Contract Times, it shall submit a written change order request to the College's Representative within 5 days of the event upon which the request is based. The written request shall specify the terms of the change order requested, and include all documentation and information that the Contractor seeks to have considered in support of the request, or that is necessary to a proper consideration of the request.

11.6 Change Order Amounts.

All price changes or amounts in change orders shall be based on (i) lump sum, (ii) actual work time and materials plus mark-ups for overhead and profit, or (iii) unit prices times actual quantities that may or may not include separate mark-ups for overhead and profit. If a change order price is to be based on a lump sum price or a unit price, the College may request the submission of such documentation regarding market price or cost which it reasonably deems necessary to determine a lump sum or unit price. If a change order is based on actual work time and material costs, it will include a not-to-exceed price.

Applications for payment for change order Work shall be included in monthly progress payment invoices as the change order work is performed, but only after a TCNJ Purchase Order has been issued to the Contractor by the College. For change orders based on time and material costs or unit prices times actual quantities, the time spent, material provided, and quantities performed shall be recorded in daily time slips, material invoices, and quantity of work performed tickets that are signed by the College's Representative to certify that the Work and materials were provided, and the quantities. Labor costs and material costs for change orders shall be based on actual costs to the Contractor without any mark-ups except as provided in this Article.

Mark-ups may be added to time and material costs where a change order is authorized to be paid on a time and material basis, and also unit price change orders if the change order price term expressly authorizes mark-ups as a separate additional charge to be added to the unit price. When mark-ups for overhead and profit are authorized, the standard mark-up for overhead and profit shall be 15% of net costs properly invoiced in the change order. The schedule for mark ups is as follows:

- 15% of direct costs for overhead, profit, bond, and insurance for Work performed directly by the Contractor;
- 15% of direct costs for overhead, profit, bond, and insurance for Work performed directly by the Subcontractor and 5% of the direct and indirect costs of the Work performed by the Subcontractor for the Contractor; and
- 15% of direct costs for overhead, profit, bond, and insurance for Work performed directly by the Subcontractor's subcontractor and 5% of the direct and indirect costs of the Work performed by the Subcontractor's subcontractor for the Subcontractor and 5% of the direct and indirect costs of the Work performed by the Subcontractor for the Contractor.

There shall be no additional mark-ups for materials or supplies. Bond and insurance costs are included in the noted mark ups above. Refer to Division 1 Specifications also for further delineation of items included in mark-ups.

THE CONTRACTOR MUST USE THE COLLEGE'S CHANGE ORDER FORM INCLUDED IN THE PAYMENT PROCEDURE DOCUMENTS.

11.7 Right To Audit Extra Costs (Before And After Payment).

The College reserves the right to audit all change orders and additional costs claimed and/or paid under the Contract at any time. The obligation of the Contractor, Subcontractors and suppliers to establish, maintain and produce cost records and remedies for failing to do as specified elsewhere in these General Conditions and the Contract for Construction shall govern. If an audit reveals that actual costs invoiced to the College and/or paid by the College in change orders exceed the actual costs incurred, the Contractor shall refund the excess, or the College may deduct the excess from future payments under the Contract, or the College may assert claims against the Contractor and/or its surety for such overpayments.

11.8 Change Orders With Both Price Increases and Decreases.

If a change order reduces the scope of the Work or materials to be provided by the Contractor under the Contract, the change order shall provide for a reduction in the Contract Price in the amount of the actual reduction in cost. If a change order results in both added costs and reduced costs, they shall be combined for a net plus or minus Contract Price adjustment, and when mark-ups are applicable, they shall only be added to a net increase in the Contract Price which results from a combination of additions and deductions in the change order.

11.9 Waiver Of Rights In Connection With Change Orders Issued Without Protest.

The Contractor shall not be entitled to seek any additional compensation or any extension of the Contract Times beyond the amounts and any extensions included in a change order signed by the College or a written change order request submitted by the Contractor to the College for approval, the intent being that the Contractor must disclose all additional costs and delays claimed to result from a change so that the College can take measures in considering the change to effect cost savings and avoid delays. The failure to include extra costs or delays in a change order request will preclude the Contractor from later claiming such costs or delays in connection with the change in any form or fashion.

ARTICLE 12 COMPLETION.

12.1 Substantial Completion.

When the Contractor believes that the Project (or a specific phase of the Work, if the Work is to be performed in phases) is Substantially Complete, meaning all essential requirements of the Work have been sufficiently completed so that the Project (or a specific phase) can be occupied and used for its intended purpose (and as further defined in the College's Division 1 specifications for capital projects), it can make a written request to the Architect and the College to conduct an inspection and to issue a Certificate of Substantial Completion. The Contractor's request shall list all Work and requirements of the Contract Documents that remain to be completed or corrected and an estimate of the value of the incomplete items and the dates by which those items of the Work will be completed, but in no event shall it be more than thirty (30) days from Substantial Completion.

The Architect and the College will conduct an inspection, and if they determine the Contractor has Substantially Completed the Project (or a specific phase of the Work, if the Work is to be performed in phases), the College will issue a Certificate of Substantial Completion. If the Architect and the College determine that the Contractor has not achieved Substantial Completion, the College will notify the Contractor in writing and will list the Work and requirements of the Contract Documents that must be completed for Substantial Completion and provide a punchlist. The Architect and the College will also assign a value to the incomplete items to be added to the 2% retainage held after the Certificate of Substantial Completion is issued. The College and the Architect will re-inspect when the Contractor notifies them in writing that those items have been completed.

Any failure of the College or Architect to include incomplete or deficient items in a Certificate of Substantial Completion or a notice regarding a Substantial Completion inspection shall not affect the Contractor's obligation to properly complete all requirements of the Contract.

The College will not issue a Certificate of Substantial Completion unless it can occupy and use the Project (or the phase of the Work) for its intended purpose, and the Contractor agrees that the College's use and occupancy of the Project (or the phase of the Work) shall not affect the Contractor's obligation to complete the Project and requirements of the Contract Documents. The Contractor also agrees that its completion of the Project will not unreasonably interfere with the College's occupancy and use of the Project (or the phase of the Work) and that the College's occupancy will not impede the Contractor's completion of the Work to Final Completion.

Unless otherwise specified in the supplemental General Conditions, a Certificate of Substantial Completion will not be issued unless an unqualified temporary or permanent certificate of occupancy is issued, and the College is able to use and occupy the Project (or the phase of the Work) without interruption.

The issuance of a Certificate of Substantial Completion shall not void or alter any of the other terms of the Contract Documents, including but not limited to terms relating to warranties, or relieve the Contractor of its obligation to complete the Work or remedy defective Work or materials, unless such terms are expressly modified by the Certificate of Substantial Completion.

Guarantee periods for equipment, workmanship and materials shall commence when the Certificate of Substantial Completion is issued or from the completion and acceptance of equipment, workmanship or materials, whichever is later, unless otherwise specified in the supplemental General Conditions or the Certificate of Substantial Completion.

The rights of the Contractor regarding payments upon the issuance of the Certificate of Substantial Completion shall be as provided in the payment provisions of the Contract for Construction and these General Conditions.

12.2 Final Completion.

The Contractor shall notify the Architect and the College in writing when it has completed the entire Project (or a specific phase of the Work, if the Work is to be performed in

phases) and has satisfied all of the requirements of the Contract Documents for Final Completion. The Architect and the College will then conduct an inspection, and if they determine that the Contractor has completed the entire Project (or a specific phase of the Work, if the Work is to be performed in phases) and has satisfied all of the requirements of the Contract Documents for Final Completion, the College will then issue a Certificate of Final Completion. If any items remain incomplete or unsatisfactory, the College will notify the Contractor in writing and list the incomplete or unsatisfactory items. The Contractor shall immediately complete and correct any unfinished items and notify the Architect and the College in writing and request a follow-up inspection for Final Completion.

The Certificate of Final Completion will not be issued until all documents required by the Contract Documents have been provided, including the College's acceptance of final payment and release of liens and claims forms duly executed by the Contractor and any Subcontractors and suppliers who have furnished labor or materials under the Contract, warranties, maintenance and operating instructions, certificates, insurance, shop drawings required, and as-built drawings approved by the Architect. Final Completion must include leaving the entire Project site and the Project (or the phase of the Work) clean, neat and orderly. All distortions, cracks, delaminating and deteriorations of finished surfaces must be remedied. All broken items shall be repaired. All paint spots, stains and plaster must be removed. All unused equipment and excess material shall be removed. The Project and the Project site (or the phase of the Work) shall be clean and finished.

If the Contractor unreasonably delays completing and correcting items needed for the issuance of the Certificate of Final Completion, the College may unilaterally issue a Certificate of Final Completion that lists incomplete and defective items, and that deducts any applicable liquidated damages and the cost of remedying incomplete and defective items from the final amount due to the Contractor under the Contract.

Final payment will not be made until the Certificate of Final Completion is issued, and the final payment shall be subject to the payment provisions in the Contract for Construction and these General Conditions.

ARTICLE 13

SUSPENSION AND TERMINATION OF CONTRACT.

13.1 Suspension By The College.

The College shall have the right to stop or suspend the Work in whole or in part at any time. The Work may only be stopped or suspended by a written directive of the College's Representative, except in an emergency. The College's Representative may stop or suspend the Work in whole or in part on an emergent basis, either verbally or in writing, but any such emergent suspension or stop Work order shall be confirmed by a written directive from the College's Representative within 48 hours. The College may stop or suspend the Work because of any conditions affecting health or safety on or off site, any dangerous condition, any environmental hazard, the convenience of the College, or the public interest. If a directive to

stop or suspend all or part of the Work includes directions to secure the site, the Contractor shall perform the Work required in the directive. The Contractor shall also maintain the safety and security of the Project during the suspension for the protection of the site, Work in place, materials and equipment on site, persons on or near the site, and the College's property.

If all or part of the Work is suspended in response to a problem or condition caused by the Contractor's performance of its Contract, or parties other than the College itself, or conditions over which the College has no control, the Contractor will not be entitled to any additional compensation for the suspension. If the College directs the suspension of Work because of the improper performance of the Contract by the Contractor or those performing its Contract, the Contractor will not be entitled to any extension of any Contract Times or additional compensation by reason of the suspension. If a suspension is directed for reasons other than the fault of the Contractor or others involved in its performance of the Contract, the Contractor will be entitled to an extension under and to the extent authorized in Article 9, and additional compensation under and to the extent authorized by Article 11.

13.2 Termination For Convenience.

The College may, by a written directive, terminate the Contract at any time before completion for the College's convenience or where it concludes that it is in the public interest to do so. The Contractor shall complete any items of Work specified in the notice of termination for convenience and any Work necessary to make the site safe for all persons and property at or near the Project site when the College terminates the Contract for convenience under this Article.

Absent the Contractor fault or violation of the Contract, the Contractor shall be paid in full for all properly completed Work, subject to the payment provisions in the Contract for Construction and these General Conditions. The Contractor will not be entitled to payment for costs and mark-ups for Work or materials not provided before the termination, or costs for Work and materials not provided unless the Contractor cannot avoid liability to pay those costs, or profit or overhead on the portion of the Contract that will not be performed because of the termination, or other types of damages. The extra compensation payable to the Contractor in connection with a termination for convenience may include the cost of materials or equipment purchased for the Project before termination but not installed if the Contractor cannot otherwise use or sell them.

The Contractor will also be entitled to reasonable termination costs in reasonable amounts for additional direct costs in connection with the termination, but not administrative, home office or overhead costs, lost profit, or consequential damages. In addition, any claims shall be subject to the provisions in the Contract for Construction and these General Conditions regarding claims and the maintenance of cost records.

The Contractor shall include provisions similar to this Article in subcontracts and supply contracts for the Project. When a termination for convenience is directed by the College, the Contract shall be closed out in accordance with the provisions of the Contract for Construction and these General Conditions regarding payment and Project completion.

13.3 Termination For Cause.

The College may terminate the Contract for cause if the Contractor (i) commits violations of the Contract Documents, (ii) fails to perform the Work in accordance with the Contract Documents including the Project Schedule, (iii) fails to comply with applicable laws, rules or regulations, (iv) fails to pay Subcontractors or suppliers to the extent reasonably required, (v) becomes insolvent or becomes a debtor in a bankruptcy proceeding, (vi) fails to pay its debts, (vii) is found to have made false or misleading statements to the College in writing in obtaining the Contract or payments, (viii) fails to comply with employment discrimination laws, (ix) fails to pay prevailing wages, (x) fails to maintain or renew the required insurance, (xi) fails to maintain proper protection for the safety of persons or property on the site, (xii) fails to comply with reasonable and authorized directives of the College under the Contract, or (xiii) assigns its rights or interests under the Contract or payments under the Contract to any third party.

If the College terminates the Contract for cause, it shall first send a notice of intent to terminate to the Contractor and the Contractor's surety. The notice shall direct the Contractor to remedy or eliminate the deficiency within a specified time if the problem is one that can be eliminated. If the Contractor fails to reasonably comply with the directive and notice, the College may after 10 days issue a notice of termination to the Contractor and its surety which terminates the Contract effective immediately and specifies the reason for the termination.

If the Contract is terminated, the Contractor shall secure the site and take measures to leave the site safe for persons, material, Work in place and equipment before departing the site, and shall remove all tools and equipment within 5 days of the termination effective date. The Contractor shall not remove any materials or equipment stored on site unless directed to do so by the College. When the Contract is terminated, the Contractor shall deliver materials purchased for the Project and paid for by the College, but not stored on site, together with all appropriate warranties and guaranties to any location designated by the College.

If the Contractor's surety does not take over the completion of the Work in accordance with this Article, the College may appropriate any or all materials on the site that may be suitable and acceptable and may enter into an agreement for the completion of the Work with another contractor, or use other methods to complete the Work.

All damages, costs and charges incurred by the College together with the cost of completing the Work, will be deducted from any monies due or which may become due to the Contractor for Work properly completed by it before the termination. If such expenses exceed the sum available from the unpaid Contract Price, the Contractor and its surety shall be liable and shall pay to the College the amount of such excess in addition to other damages.

The rights and remedies of the College in connection with a termination for cause shall be in addition to other rights and remedies which it has under law, the Contract, and the Contractor's bond.

If the College terminates the Contract for cause and it is subsequently determined by a court that the Contractor was not in default, or that the termination was legally unjustified, the termination will be deemed to be a termination for convenience under this Article, and the rights

and remedies of the Contractor and its surety for the termination will be limited to those which exist in connection with a termination for convenience. If the College terminates the Contract for cause, the Contractor may not file a suit to recover on any claims arising out of the Project before the Work is Substantially Complete.

13.4 Surety Takeover Following Termination For Cause.

If the College terminates the Contractor for cause, the Contractor's performance bond surety may elect to takeover and complete the Contractor's Work and obligations under its Contract. If the surety elects to take over the completion of the Contract, it may only do so on the following conditions:

- (a) The surety must notify the College that it will take over completion of the Contract by a written notice of intent signed by a representative authorized to bind the surety within 5 calendar days of the surety's receipt of the College's notice of termination.
- (b) The surety and the College must execute a written takeover agreement within 10 days after the surety sends its notice of intent to takeover. The takeover agreement signed by the surety and the College, must:
 - i. contain an acknowledgement and agreement by the surety to assume the obligation to complete the balance of the Work under the Contract and to perform all of the Contractor's obligations under the Contract at the surety's sole cost and expense, and to utilize only contractors approved by the College to complete the Work, which approval shall not be unreasonably withheld;
 - ii. provide that the surety is entitled to be paid the unpaid balance under the terminated Contractor's Contract in accordance with and subject to the terms of the Contract for Construction and these General Conditions;
 - iii. provide that the surety is not relieved of any of its obligations under its payment and performance bond for the Project, and that the College retains its right to withhold money for Contract payments to compensate for damages or for other reasons where authorized under the Contract for Construction or these General Conditions; and
 - iv. provide that it is without prejudice to and is subject to all of the rights and remedies of the College, the surety, and the defaulted Contractor, and the surety may not require the College to agree to a takeover agreement that seeks to extinguish any such rights.
- (c) The surety must also pay without delay all obligations of the terminated Contractor for Work and materials on the Project, subject to a reasonable allowance of time to investigate and verify claims.

13.5 Suspension By The Contractor For Non-Payment.

If the Contractor is not paid sums due under an approved invoice within thirty (30) days of the billing date, it may suspend performance without penalty for breach of Contract, but only

after providing the College with 7 days written notice of non-payment, and only in the event that the College fails to furnish the Contractor, within that 7 day period, with a written statement of the amount withheld and the reasons for the withholding. Nothing herein shall be construed to excuse the Contractor's nonperformance, or to limit the College's rights and remedies relating to such nonperformance, with regard to any monies withheld from the Contractor upon the proper notice provided under this Article, or with regard to any Contractor claim disputed by the College.

ARTICLE 14

WARRANTY/DEFECTIVE WORK AND MATERIALS

14.1 General Work One Year Warranty; HVAC Systems Two Year Warranty

The Contractor warrants and guarantees for a one year period that all Work, materials and equipment (and for a two year period that all HVAC work) conform to the Contract Documents and will not fail or manifest defects, that the Project and all its components will be fit for their intended functions, and that all material and equipment will be new and of good quality.

The general one year warranty period (or two year warranty period for HVAC work) shall commence when the Certificate of Substantial Completion is issued, and the one year period (or two year period for HVAC work) shall commence on that date for all components of the Project, including any equipment activated and operated before Substantial Completion, such as HVAC systems, electrical systems and elevators.

During the one year warranty period (or two year warranty period for HVAC work), the Contractor shall repair and remedy at its own expense any premature failure, defects or deficiencies in any Work, materials or equipment that are discovered or that develop during the one year period (or two year period for HVAC work), and shall do so within 5 days after receipt of a written warranty claim from the College. The Contractor shall also repair damages caused by any failure or defect covered by this warranty. A failure to provide the warranty service required shall constitute a breach of this warranty obligation as well as other applicable provisions of the Contract. This warranty shall not cover failures caused solely by substantial misuse or abuse by the College.

This general one year warranty (or two year warranty for HVAC work) is intended to provide the College with prompt warranty service for all aspects of the Project for the one year period (or two year period for HVAC work). It is not intended to limit or extinguish any additional warranties required by any of the Contract Documents, or provided by manufacturers of systems, equipment or materials provided under the Contract. It is not intended to eliminate or reduce the College's rights and remedies under the Contract Documents and law for defects and deficiencies in the Work, materials and equipment, or the time period of the Contractor's general responsibility and liability.

14.2 Defective Work, Materials And Equipment.

Apart from the general one year warranty (or two year warranty for HVAC work) provided for in this Article, the Contractor shall be responsible for defective Work, materials and equipment and any failure of these items to comply with the Contract Documents. This obligation shall extend beyond Substantial Completion, Final Completion and the general one year warranty (or two year warranty for HVAC work) in this Article.

If defects in the Work, materials or equipment or non-conforming items are discovered during construction and before Final Completion, the Contractor shall promptly correct them at its own expense. If the Contractor fails to correct defective or non-conforming Work, material or equipment in response to a written notice from the College, either during construction or after Final Completion, the College may employ others to provide the remedial work and the Contractor and its surety shall be liable for the cost thereof and damages incurred by the College. The Contractor and its surety shall also be liable for the cost of making good all Work and material destroyed or damaged by defects or the correction of defects.

If any portion of the Contractor's Contract Price remains in the custody of the College, either earned or unearned, the College may deduct money paid to others to remedy defects after notice is sent to the Contractor and damages incurred by the College when the Contractor fails to provide a remedy in response. The Contractor's responsibility for defects and non-conforming Work, material and equipment shall not be limited in time except by applicable law.

The Contractor's responsibility for defective Work shall not be affected by either the performance or the lack of performance of inspections by the College or the Architect. The issuance of payments, a Certificate of Substantial Completion or a Certificate of Final Completion shall not constitute acceptance of Work, material or equipment that is deficient or not in compliance with the Contract, or limit the Contractor's warranty or the other Contract obligations.

ARTICLE 15 **INDEMNIFICATION/LIABILITY TO THIRD PARTIES.**

15.1 The Contractor's Indemnification Obligation.

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the College, the State of New Jersey, the New Jersey Educational Facilities Authority, Trenton State College Corporation, and any other persons or entities designated by the College, and the officers, directors, principals, attorneys, agents, servants, and employees of any of them (collectively the "Indemnified Parties") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from: (1) performance of the Work, whether such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom caused in whole or in part by the negligent or willful acts or omissions of the Contractor, Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder or (2) any one or more of the items set forth in

this Article. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

In claims against any person or entity indemnified under this Article by an employee of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts, nor shall the same be limited by the types or limits of insurance carried or to be carried by the Contractor or any Subcontractor pursuant to the Contract Documents or otherwise.

The indemnity, defense, and hold harmless obligation set forth in this Article shall be supplemented by the following:

- (a) any claims or liens of Subcontractors, except to the extent that the non-payment upon which the claim or lien is predicated resulted solely from the College's wrongful failure to pay the Contractor sums due under the Contract;
- (b) any fines, penalties, liquidated damages, assessments or other executions imposed by any governmental authority having jurisdiction over the Project by reason of the Contractor's failure to comply with any requirement of the Contract;
- (c) any losses, damages, or expenses incurred by reason of the Contractor's failure to obtain and maintain in force or cause to be obtained and maintained, the insurance required by the terms of the Contract;
- (d) any losses, damages, or expenses incurred by reason of any failure (whether or not specifically identified herein) by the Contractor to perform its obligations under the Contract Documents or any breach of the Contract;
- (e) any claims, damages, or expenses incurred by reason of the Contractor's infringement or alleged infringement of any patent, copyright, or other intellectual property or similar rights; and
- (f) any claims, damages, liquidated damages, penalties, or fines assessed against the College, directly or indirectly, solely or partially by reason of the Contractor's failure to comply with any applicable laws, codes, statutes, or regulations.

If any judgment is rendered against the Indemnified Parties for which indemnification is required under this Article, the Contractor shall satisfy and discharge it. The Contractor shall reimburse the College for reasonable attorney fees, costs and expenses incurred by the Indemnified Parties in the defense of such suit or claim.

The College shall give written notice to the Contractor of claims and suits for which indemnification may be claimed pursuant to this Article.

The foregoing obligations shall survive the completion of the Work and final payment to the Contractor (or the sooner termination of the Contract) with respect to all matters accrued during the term of the Contract and such obligations shall not be construed to negate, abridge or reduce any other rights, obligations or indemnity which would otherwise exist as to a party or person indemnified by this Article.

15.2 The Subcontractor's Indemnification Obligation.

The Contractor shall cause the indemnification obligations set forth in this Article to be included in all contracts with its Subcontractors.

ARTICLE 16 **INSURANCE AND BONDS.**

16.1 The Contractor's Insurance.

The Contractor shall purchase from, and maintain with a company or companies lawfully authorized to do business in the State of New Jersey, insurance for protection from claims under workers' compensation and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, including the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them, until at least 1 year after the Final Completion and acceptance of the Project. This insurance shall be written for not less than the limits set forth below or as required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Article 15 (Indemnification). The Contractor expressly agrees that any insurance protection required by the Contract Documents shall in no way limit the Contractor's obligations under the Contract, and shall not be construed to relieve the Contractor from liability in excess of such coverage. Nor shall it preclude the College from taking such actions as are available to it under any other provisions of the Contract for Construction, these General Conditions or the law.

16.1.1 Types and Minimum Amounts of Insurance:

- (a) **Commercial General Liability Insurance (CGL).** Commercial General Liability insurance ISO 1088 or later occurrence form of insurance including contractual liability with limits of at least dollars (\$) combined single limit for bodily injury and property damage liability for each occurrence. The CGL policy shall also include products/completed operations with limits of at least (\$) per occurrence. This insurance shall be maintained for at least 1 year after the Final Completion of the Project.
- (b) **Automobile Liability Insurance.** Comprehensive Automobile Liability insurance covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than dollars (\$) combined single limit for bodily injury and property damage for each occurrence.

- (c) **Workers Compensation/ Employer's Liability.** Worker's Compensation Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdictions required to protect the employees of the Contractor and any Subcontractor, sub-subcontractor or supplier who will be engaged in the performance of the 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 employer, and one million dollars (\$1,000,000) disease, aggregate limit.

All required insurance coverages must be written by insurance companies acceptable to the College. All insurance companies must have a minimum A.M. Best's financial strength rating of A- or better, or an equivalent rating from another respected rating agency, and an A.M. Best's size rating of VII or greater.

16.1.2 Additional Insureds. All insurance required herein, except Worker's Compensation, shall name The College of New Jersey, the State of New Jersey, the New Jersey Educational Facilities Authority, Trenton State College Corporation and any other persons or entities designated by the College as additional insureds.

16.1.3 Cancellation. The certificates of insurance shall provide for 30 days written notice to the College before any cancellation, expiration or non-renewal during the term the insurance is required by the Contract.

16.1.4 Evidence of Insurance. The Contractor shall when the Contract for Construction is signed and before beginning the Work required under the Contract, provide the College with valid certificates of insurance signed by an insurance provider or authorized agent or underwriter to evidence the Contractor's insurance coverage as required in this Article, and also copies of the policies themselves. The certificates of insurance shall specify that the insurance provided is of the types and in the amounts required in this Article, and that the policies cannot be canceled except after 30 days written notice to the College. The Contractor shall also be required to provide the College with valid certificates of renewal when policies expire. The Contractor shall also, when requested, provide the College with additional copies of each policy and all endorsements required under the Contract, which are certified by an agent or underwriter to be true copies of the policies and endorsements issued to the Contractor.

16.1.5 Remedies for Lack of Insurance. If the Contractor fails to renew any of its required insurance policies, or any policy is canceled, terminated or modified, the College may refuse to pay monies due under the Contract. The College, in its sole discretion and for its sole benefit, may use monies retained under this Article to attempt to renew the Contractor's insurance or obtain substitute coverage if possible for the College's sole benefit, and may invoke other applicable remedies under the Contract for Construction and these General Conditions including claims against the Contractor and its surety. During any period when the required insurance is not in effect, the College may also, in its sole discretion, either suspend the Work under the Contract or terminate the Contract.

16.2 The Subcontractor's Insurance.

The Contractor shall ensure that its Subcontractors purchase and maintain insurance on the same terms and with coverages customary for each trade as required by the Contractor under the Contract. The Contractor shall contractually obligate its Subcontractors to indemnify, defend, and hold harmless the College upon the same terms and conditions that the Contractor is required to do so as provided in Article 15 of these General Conditions (Indemnification).

16.3 Payment And Performance Bond.

The Contractor is required to furnish the College with a payment bond and a performance bond from an approved surety as described in this Article and in the bid documents. The bonds shall conform to N.J.S.A. 2A:44-147. The Contract will not become effective until these bonds are provided to and approved in writing by the College. The bonds must also be accompanied by the surety disclosure statement and certification required by N.J.S.A. 18A:64-68.

ARTICLE 17 **DISPUTE RESOLUTION.**

17.1 Mediation.

If a dispute or claim arises out of or relates to the Contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the dispute or claim may, at the College's sole option, be subject to mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules as a condition precedent to binding dispute resolution. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Mercer County, New Jersey, at the offices of the College's attorneys, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable in any court having jurisdiction thereof.

17.2 Method Of Binding Dispute Resolution.

For any dispute or claim, not resolved by mediation pursuant to this Article, the method of binding dispute resolution shall be litigation in the state or district courts of the State of New Jersey, unless the College, in its sole discretion, decides to submit the dispute or claim to arbitration pursuant to this Article.

17.3 Arbitration (If The College Elects To Arbitrate).

If the College decides, in its sole discretion, to submit a dispute or claim to arbitration rather than litigation as provided above, the arbitration shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Contract unless the parties mutually agree otherwise. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The arbitrator shall be a New Jersey licensed attorney with at least twenty (20) years' experience practicing in construction law. In the event that the parties mutually agree to use a panel of three arbitrators, then the construction attorney will be the

presiding arbitrator, one of the arbitrators will be a registered architect and the other will be a contractor, all of whom shall be neutral and independent. This Article shall not preclude the College or Contractor from instituting legal action to discharge an invalid construction lien. The arbitration hearing shall be held in Mercer County, New Jersey, at the offices of the College's attorneys, unless another location is mutually agreed upon.

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Contract shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

The award rendered by the arbitrator(s) shall be a reasoned award and shall include a statement of findings of fact and conclusions of law and shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

17.4 Consolidation Or Joinder.

The College, in its sole discretion, may consolidate an arbitration conducted under the Contract with any other arbitration to which it is a party provided that (i) the arbitration agreement governing the other arbitration permits consolidation, (ii) the arbitrations to be consolidated substantially involve common questions of law or fact, and (iii) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

The College, in its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

The College, in its sole discretion, may grant to any person or entity made a party to an arbitration conducted under this Article, whether by joinder or consolidation, the same rights of joinder and consolidation as the College under the Contract.

17.5 Work During Pendency Of Dispute.

Unless otherwise instructed by the College, the Contractor shall carry on its Work during the pendency of any dispute hereunder, and the College shall continue making payments to the Contractor of undisputed amounts.

17.6 Prompt Payment Claims.

Notwithstanding the foregoing, disputes regarding only whether a party has failed to make payments required pursuant to New Jersey's Prompt Payment Act may be submitted to alternative dispute resolution as provided in N.J.S.A. 2A:30a-2(f). In such event, the College and the Contractor shall share equally the fees and expenses of the selected mediator. Provided, however, that nothing herein shall be construed, in whole or in part, as a waiver, release or modification of the provisions of the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., as it governs claims against the College.

17.7 The Contractor's Claims: Procedures And Limitations.

Claims by the Contractor against the College shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., including the notice and time for suit provisions. For the purpose of determining the time within which the Contractor must file suit under the New Jersey Contractual Liability Act, "completion of the contract" shall be deemed to have occurred upon achievement of Substantial Completion as defined in these General Conditions.

The Contractor also agrees that it shall not be entitled to assert claims against the College for any compensation beyond that provided for in the Contract by reason of the acts or omissions of any third parties, including but not limited to the Architect and any other contractor on the Project. The Contractor may not assert claims for extra costs for home offices expenses, home office overhead, lost profits or revenue, or consequential damages as that term is defined in law. All claims shall also be subject to all other pertinent provisions of the Contract for Construction and the Contract Documents including these General Conditions. The Contractor also agrees that it may not assert any claims for extra costs or damages unless it maintains all the records of its estimated and actual costs as required by the Contract for Construction and these General Conditions.

17.8 Dispute Resolution Process In The Contractor's Subcontracts.

The Contractor shall include this dispute resolution process in all of its contracts with any Subcontractors or suppliers on this Project.

ARTICLE 18 **MISCELLANEOUS.**

18.1 Prevailing Wage.

The Contractor and its Subcontractors shall comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 through 56.57. 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. As required by N.J.S.A. 34:11-56.27 and 56.28, the Contract cannot become effective until the College obtains from the New Jersey Department of Labor a determination of the prevailing wage rates applicable to the Project as of the Contract award date and attaches a copy to the Contract. As required by N.J.S.A. 34:11-56.27, the Contractor or any

Subcontractor may be terminated if any covered worker is not paid prevailing wages on the Project, and the Contractor and its surety shall be liable for any additional costs which result. The Contractor and its Subcontractors must be registered with the New Jersey Department of Labor (N.J.S.A. 34:11-56.51 et seq.), and the prevailing wage rates must be posted at the job site (N.J.S.A. 34:11-56.32). The Contractor and its Subcontractors must prepare accurate certified records of wages paid for each worker on the Project (N.J.S.A. 34:11-56.29), and copies for the period covered by each invoice must be attached to the invoice submitted under the Contract. In accordance with N.J.S.A. 34:11-56.33, the Contractor's final invoice must include a statement of all amounts still then due to workers on the Project. The Contractor is also cautioned that it must use job titles and worker classifications consistent with those approved by the Department of Labor, and that, if it intends to pay apprentice rates, it must comply with the Department of Labor's regulations at N.J.A.C. 12:60-7.1 through 7.4.

If the State's Prevailing Wage Act is amended, or the language stated herein is inconsistent with the language contained in the State's Prevailing Wage Act, the language of the State's Prevailing Wage Act shall control.

18.2 Employment Discrimination.

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 10:5-35, which prohibit discrimination in employment in public contracts. The statute and the rules and regulations promulgated thereunder shall be considered to be part of the Contract and binding upon the Contractor and its Subcontractors. If the College 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 College reserves the rights to deduct the outreach and training allocation from the Contract. During the performance of the Contract, the Contractor agrees that:

- (a) In the hiring of persons for the performance of Work under the 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 the Contract, neither the Contractor, its Subcontractors nor any person acting on behalf of the Contractor or any of its Subcontractors, shall, by reason of race, creed, religion, color, national origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, and mental or physical disability, perceived disability, and AIDS and HIV status, discriminate against any person who is qualified and available to perform the Work to which the employment relates;
- (b) Neither the Contractor, its Subcontractors, nor any person acting on behalf of the Contractor or any of its Subcontractors shall, in any manner, discriminate against or intimidate any employee engaged in the performance of Work under the 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, religion, color, national origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, and mental or physical disability, perceived disability, and AIDS and HIV status;

- (c) There may be deducted from the amount payable to the Contractor by the College, under the 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) The 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 Article of the Contract occurring after notice to the Contractor from the College of any prior violation of this Article of the Contract. The Contractor and its Subcontractors shall comply with all laws prohibiting discrimination against employees, and shall comply with the provision in the Contract regarding employment discrimination.

If the State's Law Against Discrimination is amended, or the language stated herein is inconsistent with the language contained in the State's Law Against Discrimination, the language of the State's Law Against Discrimination shall control.

18.3 Patents.

If any design, device, material or process covered by patents or copyright is used in the Work, the Contractor shall provide for such use by a suitable agreement with the patent or copyright owner. The Contractor shall bear all costs arising from the use of patented materials, equipment, or processes and all copyrighted materials used on or incorporated in the Work. The Contractor shall defend, indemnify and hold harmless the College and its representatives from any and all claims for infringement by reason of the use of any such patented or copyrighted items.

18.4 The Contractor's Compliance With Law.

The Contractor shall keep fully informed of all federal, state and local laws, ordinances, regulations and orders of agencies that have jurisdiction or authority that in any manner affect those employed on the Project or the Project. The Contractor shall at all times observe and comply with, and cause its agents and employees to observe and comply with, all such laws, ordinances, regulations, and/or orders. The Contractor shall also protect and indemnify, defend and hold harmless the College and its representatives against any claim or liability arising from the violation of any laws, ordinances, regulations, or orders, whether by the Contractor or its employees, agents, Subcontractors at any tier, suppliers or materialmen.

18.5 Environmental Protection – The Contractor’s Duty To Comply With Applicable Law.

The Contractor shall comply with all applicable federal, state and local laws and regulations and all conditions of permits pertaining to the protection of the environment. Necessary precautions shall be taken to prevent pollution of streams, lakes, ponds, rivers, wetlands, groundwater, reservoirs, and property by chemicals, fuels, oils, bitumens, or other harmful or hazardous materials as defined by law. The Contractor also shall not pollute the atmosphere from particulate or gaseous matter in violation of applicable law.

18.6 No Personal Liability Of College Officials.

In carrying out any of the provisions of the Contract, or in exercising any right or authority granted to them by or in connection with the Contract, there shall be no liability upon any trustee, officer or employee of the College, either personally or as officials of the College, it being agreed that in all such functions they act only as agents and representatives of the College.

18.7 Recovery Of Monies By The College From Other Contracts With The Contractor.

When the Contract Documents authorize the College to withhold or deduct money from any monies due to the Contractor, or require the Contractor to pay or return monies for any reason, the College may in its discretion withhold any monies due the Contractor under any other contracts between the Contractor and the College. This right shall not affect the rights of the College against the Contractor or its surety under the Contract, and the College shall not be obliged to exercise this right as to any other contract as a condition of exercising its rights against the Contractor or surety under the Contract.

18.8 Buy American Requirement.

The Contractor shall comply with N.J.S.A. 52:32-1 and N.J.S.A. 52:33-1 et seq., which prohibit the use by the Contractor or Subcontractors of materials or farm products produced and manufactured outside of the United States on any public Work. Notwithstanding any inconsistent provision of any law, and unless the head of the department, or other public officer charged with the duty by law, shall determine it to be inconsistent with the public interest, or the cost to be unreasonable, only domestic materials shall be acquired or used for any public work. This Article shall not apply with respect to domestic materials to be used for any public work, if domestic materials of the class or kind to be used are not mined, produced or manufactured, as the case may be, in the United States in commercial quantities and of a satisfactory quality. If the State’s “Buy American” laws are amended, or the language stated herein is inconsistent with the language contained in the State’s “Buy American” laws, the language of the State’s “Buy American” laws shall control.

18.9 Compliance With Grant Requirements. The Contractor acknowledges and agrees that if the College receives any grant monies in connection with the Project, the Contractor and its Subcontractors shall comply with all requirements associated with such grant or set forth in such grant agreement.

18.10 Modification Of Contract.

No modification or amendment of the Contract shall be effective unless it is in writing and signed by both the College and the Contractor.

18.11 State Sales Tax Exemption.

Materials, supplies or services for exclusive use in constructing the Project are exempt from the State Sales Tax Act. Rentals of equipment are not exempt from any tax under the State Sales Tax Act.

18.12 Successors and Assigns.

The College and the Contractor respectively bind themselves, their successors and assigns, to the other party hereto and to the successors and assigns of such other party in respect to covenants, agreements and obligations contained in the Contract Documents.

The Contractor shall not assign the Contract, nor shall the Contractor transfer or assign any Contract funds, due or to become due, or claims of any nature it has against the College without the prior written approval of the College. The College in its sole discretion and considering primarily the interests of the College may elect either to grant or to deny such approval. If the Contractor attempts to make such an assignment without the College's prior written approval, the Contractor shall nevertheless remain legally responsible for all obligations under the Contract.

The College shall be entitled to assign its rights hereunder to one or more lenders as collateral for loans which the College may obtain to finance construction of the Project and to a party who presently has or later acquires a legal interest in the premises. The Contractor agrees to execute such certificates, documents and instruments as are reasonably requested by the College, including, without limitation, certificates, documents and instruments that evidence the Contractor's consent to an assignment of the Contract or confirm the absence or existence of a default on the part of the College hereunder.

18.13 Construction Liens.

If any Subcontractor or other person working under the Contractor files a construction lien or claim or notice of intention or right to file a lien for or on account of Work, labor, services, materials, equipment or other items furnished under or in connection with the Contract for which the College has paid the Contractor, the Contractor agrees to discharge or remove such lien, claim or notice at its own expense by bond, payment or otherwise within twenty (20) calendar days from the date of the filing thereof, and upon its failure to do so, the College shall have the right to cause any such lien or claim, notice of intention or stop notice to be removed or discharged by whatever means the College chooses, at the sole cost and expense of the

Contractor (such costs and expenses to include legal fees and disbursements). The Contractor agrees to indemnify, defend and hold harmless the College and its representatives from and against any and all such liens, claims or other filings, and actions brought or judgments rendered thereon, and from and against any and all losses, damages, liabilities, costs and expenses, including legal fees and disbursements, which the College may sustain in connection therewith. Further, if any Subcontractor or other person working under the Contractor files a construction lien or claim or notice of intention or right to file a lien for or on account of Work, labor, services, materials, equipment or other items furnished under or in connection with the Contract for which the College has paid the Contractor, the College may, in the College's sole discretion, pay all wages, damages, recoveries, costs and expenses and reasonable counsel fees arising therefrom and deduct the same from any monies due or to become due to the Contractor.

18.14 Independent Contractor Status.

The relationship of the Contractor to the College is that of an independent contractor. The Contractor agrees that it shall conduct itself consistent with such status, and shall not hold itself out as or claim to be a trustee, officer, employee or agent of the College. The Contractor shall not make any claim or demand for any right or privilege applicable to officers or employees of the College, including but not limited to, workers compensation, unemployment insurance benefits, social security coverage, or retirement benefits.

18.15 Third Party Beneficiary Rights Not Intended.

It is specifically agreed between the College and the Contractor that no provisions of the Contract Documents are intended to make the public or any member thereof a third party beneficiary of the Contract, or to authorize anyone not a party to the Contract to maintain a suit for personal injuries, property damage or other claims under the Contract. It is also the intent of the College and the Contractor that no individual or firm that supplies materials, labor, services, or equipment to the Contractor for the performance of the Work shall be a third party beneficiary of the Contract.

18.16 Gifts To College Employees And Agents Prohibited.

The Contractor shall not give any gifts of any nature, nor any gratuity in any form, nor loan any money or anything of value to any College employee or relative thereof, or any agent of the College. The Contractor shall not rent or purchase any equipment or supplies of any kind from any College employee or relative thereof or any agent of the College.

18.17 Compliance With Procurement Statutes.

The Contractor warrants and represents that the Contract has not been solicited or secured, directly or indirectly, in a manner contrary to the law 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 law of New Jersey relating to the procurement of or the performance of the Contract by any conduct, including the paying of any gratuity of any kind, directly or indirectly, to any College trustee, employee or officer. Any violation of this Article shall be cause for the College to terminate the Contract, to retain all unpaid and/or unearned monies, and to recover all monies paid. The Contractor shall notify the College in writing of any interest which any trustee, officer,

employee or consultant of the College has in, or association with the Contractor, any other contractor, any Subcontractor, material supplier, consultant, or manufacturer, or other party which has any interest in the Project.

18.18 Conflict Of Interest.

The Contractor shall not 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 the Contractor 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.

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 Contractor to the Attorney General and the Executive Commission on Ethical Standards.

The Contractor may not, 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 the Contractor 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 Article 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 or appearance of a conflict of interest.

The Contractor shall not 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 judgment of said officer or employee.

The Contractor shall not 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 Contractor or any other person.

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with the Contractor 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.

The Contractor shall require its Subcontractors and suppliers to comply with the requirements of this Article.

18.19 Confidential Information.

The Contractor shall maintain the confidentiality of information specifically designated as confidential by the College, unless withholding such information would violate applicable law. The Contractor shall require its Subcontractors to maintain the confidentiality of information specifically designated as confidential by the College.

18.20 Publicity.

Publicity and/or public announcements pertaining to the Project must be approved in writing by the College prior to release.