



Biology Greenhouse Interior Repairs

TCNJ Advertised Bid # AB220034

COVER SHEET

INVITATION TO BID

MILESTONE SCHEDULE

CONSTRUCTION BID PROPOSAL FORM

GENERAL WORK DESCRIPTION

CONTRACT

MANDATORY DOCUMENTS

GENERAL CONDITIONS

March 31, 2022



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 31, 2022 in the Trentonian**. Contact person regarding placement of ad is Anup Kapur (609) 771-2495.

**THE COLLEGE OF NEW JERSEY
ADVERTISEMENT FOR BIDS
BID #AB220034**

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 **Biology Greenhouse Interior Repairs** project until **2:00 P.M. on the 27th day of April, 2022** 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 31, 2022 via our website** (<https://bids.tcnj.edu/home/construction-projects/>).

Bidders are encouraged to attend the **pre-bid conference/on-site inspection on April 5, 2022** at 10:00 a.m. at the College's Administrative Services Building, Room 203.

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

Bidders must possess one of either a New Jersey Department of Treasury, Division of Property Management and Construction (DPMC) C008 or C009 classification at time of bid. No bids will be accepted without this classification.

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.



Biology Greenhouse Interior Work

MILESTONE SCHEDULE

3/31/22

Bid Released	3/31/22
Pre-Bid @ 10:00 a.m.	4/05/22
Cutoff for Questions	4/11/22
Addendum Issued	4/14/22
Bids Received	4/27/22
Intent to Award	4/29/22
Protest Period	5/09/22
Notice to Proceed	5/10/22
Work Starts in the Field	5/23/22
Substantial Completion	6/17/22
Project Closeout	7/29/22

**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: AB220034
Bid Due Date: April 27, 2022**

Project Name: Biology Greenhouse Interior Repairs

BIDDER INFORMATION

Firm Name:

Telephone Number:

Contact Person:
Address:

Fax Number:

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 repair existing floor with epoxy flooring system, replace ceiling tiles and painting.**
 - 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.

N/A

- 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 and submits the Statement of Ownership Disclosure form and the Non-Collusion Affidavit form along with bid proposal.
7. Bidders are required to be registered with the New Jersey Department of Property Management and Construction (DPMC) and possess a **DPMC C008 or C009** 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 **email to kapura@tcnj.edu** and must be received **prior to 4:00 p.m., on April 11, 2022.**
- B. Should any questions be received, a notice will be placed in the newspaper and the addendum or clarification will be available on **April 14, 2022 on the College's 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., April 27, 2022**, 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 ensure 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 Statement.
- 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 17:27-1.1 et seq).
- 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. _____ Bidder has completed and enclosed the Statement of Ownership Disclosure (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: Biology Greenhouse Interior Repairs

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 /Deduct Alternate: None

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: None

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)



Biology Greenhouse Interior Work

Date: March 24, 2022

General Work Description: Install epoxy floor, replace ceiling tiles and paint wall surfaces and covers.

Ceiling Replacement:

1. In Research Lab 307, remove and dispose approximately +/- 407SF of existing ceiling tile.
2. In Research lab 307, provide and install approximately +/- 407SF of new ceiling tile.
Basis of Design is Armstrong Health Zone 2' x 4' ceiling tile or equal. Refer to spec section 09500 – Acoustical Ceilings.
3. Adjust existing grid as necessary for a complete finished ceiling.

Floor Repairs:

1. In Room 307, 307A and 307B, install new epoxy floor system with 4" integral cove base, follow attached Basis of Design spec section 096723 – Resinous Flooring. Color selection to be made from manufacturers' standard colors. Refer to attached floor plan.
2. Intent is to pitch the floor a minimum of 1/8" +/- to floor drain throughout. 1 1/2" build up at interior suite doors and perimeter for positive drainage to existing floor drains. Floor prep shall be per manufacturers' requirements (scarifying, cleaning, etc.)
3. Room 307A and 307B have one floor drain in each. Room 307 has two floor drains.
4. At each floor drain, the existing concrete is to be chipped away 12" around floor drain to allow new epoxy flooring system to be flush with floor drain. See attached drain isolation detail. Floor is to be built up from this point to the 1 1/2" built up at the perimeter and doorways to maintain a positive drainage from all areas to the drain.
5. At doorways, new epoxy floor system obstructs existing doors, existing door bottoms are to be cut to allow door to swing open and close. Insert new U shape insert door bottom and fasten with stainless steel screws.
6. TCNJ will remove sink and loose cabinets in Room 307 prior to work starting.
7. In Room 307, new epoxy floor system is to run cove base up the base of the cabinets.

Painting:

1. Walls/Pipe Covers: Paint all walls, pipe covers and doors within space with semi-gloss, 2 coats. Basis of Design paint shall be Benjamin Moore paints Scuff X with semi-gloss finish or equal. Color TBD. Refer to attached spec section – commercial painting – 099100.

Allowance:

1. Contractor shall include an allowance of \$7,500 in their bid for incidentals related to the flooring, walls or ceiling grid.

Schedule:

1. **Work to start in the field on May 23, 2022**
2. **Work to be substantially complete by June 10, 2022.**
3. **Contract Closeout by June 30, 2022.**

Additional Items:

1. All work is to include labor and materials for a complete turn key project. Clean up to occur daily to maintain a safe clean working site at all times.
2. **Prevailing wages apply.**
3. Bidders are to visit the space and field verify all dimensions and field conditions.

**SECTION 01010
SUMMARY OF WORK**

PART 1- GENERAL

1.01 RELATED DOCUMENTS

Drawings and general provisions of the specifications, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. The Project consists of all work noted on the drawings and in these specifications

1. Project Location: The College of New Jersey, Ewing New Jersey
2. Owner: The College of New Jersey, State of New Jersey

1.03 CONTRACTS

- A. The project contract is between The College of New Jersey and the single prime contractor performing the work specified.
- B. Definition of Extent of Contract Work: The contract documents, specifications, project drawings, manufacturer's installation handbooks, TCNJ form of agreement, and the contractors response to the RFP represent the extent of the construction contract.

1.04 CONTRACTORS USE OF PREMISES

- A. General: During the construction period the Contractor shall have full use of the premises for construction operations, including use of the site. The contractor's use of the premises is limited only by the Owner's right to perform work, retain other contractors on portions of associated projects, or to access the building for the occupants.
1. Contractor is to coordinate their work with the activities for each work location.
- B. Use of the Site: Limit use of the premises to areas required for equipment and material storage and access to the roof area. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas immediately adjacent to the building where the work is being performed.
1. Owner Occupancy: Allow for Owner occupancy and use by the public.
 2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials unless previously approved by the owner. Schedule deliveries to minimize space and time requirements or storage of materials and equipment on -site.
 3. Burial of Waste Materials: Disposal of organic and hazardous materials on-site either by burial or burning, will not be permitted.
 3. Parking is allowed with in the construction fence only. If more parking is needed, there is additional parking provided at the colleges Carlton Avenue parking lot. The contractor is responsible to shuttle workers back and forth as needed.

SUMMARY OF WORK

- C. Use of the Existing Building: Maintain any existing building in a weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building, its contents, components, and systems and its occupants during the construction period.

PART 2 - PRODUCTS (Not Applicable)

PART 3- EXECUTION (Not Applicable)

END OF SECTION 01010

1 **SECTION 01025 - MEASUREMENT AND PAYMENT**

2
3 **PART 1 - GENERAL**

4
5 **1.01 SCHEDULE OF VALUES**

- 6
7 A. Each Contractor shall prepare a schedule of values in coordination with the preparation of progress schedule. Correlate line items with other administrative schedules and forms required for the work, including progress schedule, payment request form, listing of subcontractors, schedule of allowances if any, schedule of alternates if any, listing of products and principal suppliers and fabricators, and schedule of submittals. Break down principal subcontract amounts into multiple line items for each entity of work. Round off to nearest whole dollar, but with total equal to Contract Sum. Submit 4 copies of schedule of values to the Owner and Architect for review and approval.
- 10
11
12
13
14
15 • **Upon Owner/Architect approval, Owner will return the Schedule of Values to the Contractor for the Contractor to submit to the bonding company for their acceptance. Payments will not be made to the Contractor until the bonding company has provided a written acceptance to the Owner.**
- 16
17
18
19 B. The schedule of values shall be tabulated into subcontracts and trades with the Quantity, Labor, Material, and Total Cost indicated. The Schedule of Values shall include such items as bonds, insurance, allowances and alternates, punchlist/close out documents and shall enclose copies of invoices and/or cancelled checks from bonding and insurance agents.
- 20
21
22
23
24 C. Schedule of values shall be submitted on AIA Form G703 or similar form approved by the Architect and Owner.
- 25
26
27 D. Each Contractor's monthly application for payment shall be in the same schedule form, reflecting the same items from above. Unit costs shall be realistic for their part of the Work.

28
29
30 **1.02 CHANGES IN THE WORK**

- 31
32 A. When a change in the Work includes a category or categories of Work both added to and deducted from the Contract, the total quantities of added Work and of deleted Work shall be determined separately for each category and the appropriate unit price or net cost of the Work shall be applied to the difference between the two total quantities.
- 33
34
35
36
37 B. Unit prices shall be inclusive of all costs and shall be applied to units of measure as defined in the Specifications for each category of Work.
- 38
39
40 C. For all extra Work performed by the Contractor, the gross cost to the Owner shall include the net cost of the Work to the Contractor plus an allowance for overhead and profit not to exceed 15% of the net cost.
- 41
42
43 D. For all extra Work performed by a Subcontractor, the gross cost to the Owner shall include the net cost of the Work to the Subcontractor plus an allowance for overhead and profit not to exceed 15% of the net cost, plus the Prime Contractor's overhead and profit not to exceed 5% of the Subcontractor's cost.
- 44
45
46
47 E. Net cost of extra Work shall be the actual or pro-rated cost of:
- 48
49 1. Labor, including foreman, at the prevailing rate of wages, contributions and taxes,
- 50
51 2. Materials entering permanently into the Work, including delivery to the site.
- 52
53 3. The ownership or rental cost of construction equipment and expendable tools, pro-rated for the time necessary for the Work.
- 54
55

- 1 4. Power and consumable supplies for the operation of power equipment, pro-rated for the time necessary
2 for the Work.
3
4 5. Insurance and Bonds.
5
6 F. Gross costs shall be net costs plus the mark up allowances described above, such mark up allowances being
7 inclusive, of all cost of superintendence, supervision, engineering, overhead, profit, administrative and site
8 office expenses and all other general expenses.
9

10 1.03 APPLICATIONS FOR PAYMENT

- 11
12 A. Except as otherwise indicated, sequence of progress payments for the Contractor shall be regular, and each
13 shall be consistent with previous applications and payments. It is recognized that certain applications involve
14 extra requirements, including initial applications, applications at times of substantial completion, and final
15 payment applications.
16
17 B. Payment Application Forms: Use AIA Document G702 and G703 Continuation Sheets; available from
18 Publications Distribution Div., The American Institute of Architects, 1735 New York Ave., N.W.,
19 Washington, D.C. 20006 (also available at most local AIA chapter offices).
20
21 C. Except as otherwise indicated, complete every entry provided on the form, including notarization and execu-
22 tion by authorized persons. Incomplete applications will be returned by Architect and Owner without action.
23 Entries shall match current data of schedule of values, progress schedules and reports. Listing shall include
24 amounts of fully executed change orders issued prior to first day of the period of construction covered by
25 application. Applications for payment shall include weekly payroll report. Contractor shall furnish to the
26 Owner certified payroll reports for each payroll period with pay request, indicating name craft, social security
27 number and actual hourly rate of wages paid to each workman employed on the project. A certified payroll
28 record is defined as "a payroll record which is attested to by the employer, or corporate officer of such
29 company, or an authorized agent of the employer." A payment request will not be paid until the Owner
30 receives the certified payrolls.
31
32 D. Submit one "pencil" copy of each proposed payment application to the architect and owner, for review, not
33 less than seven days prior to formal submissions of application.
34
35 E. Submit 4 executed copies of each payment application. Transmit with a transmittal form listing attachments,
36 and recording appropriate information related to application.
37
38 F. Breakdown may include a line item for General Conditions. General Conditions shall include the cost of
39 general supervision, trailers, temporary utilities and other general expenses directly related to the project and
40 not considered overhead. The general conditions item shall be billed on monthly progress payments on a
41 percentage of work completed.
42

43 1.04 INITIAL PAYMENT APPLICATION

- 44
45 A. The principal administrative actions and submittals which shall precede or coincide with submittal of the
46 Contractor's first payment application can be summarized as follows, but not necessarily by way of limitation.
47
48 1. Listing of subcontractors and principal suppliers and fabricators.
49
50 2. Schedule of values.
51
52 3. Schedule of principal products.
53
54 4. Schedule of submittals (preliminary if not final).
55

5. Copies of acquired building permits and similar authorizations and licenses from governing authorities for current performance of the work.
6. Data needed by Owner to secure related insurance coverages.
7. Performance and Payment Bond.
8. Insurance Certificates.

1.05 PROGRESS PAYMENTS

A. Based upon application for payments submitted to the Architect and the Owner, by the Contractor, on or about the 25th day of each month for the period ending the last day of the previous second month, and Certificate of Payment issued by the Architect and the Owner, the Owner will make progress payments on account of the Contract Sum to the Contractor as follows:

1. On or after the 20th day of each month, the Contractor shall submit to the Architect and Owner a "pencil copy" indicating the previous payment and the proposed amounts for each line item for the current period. After review and approval or changes, the Contractor shall prepare the final billing for presentation to the Architect and Owner.
2. a. Whenever any contract, the total price of which exceeds \$100,000, entered into by a State college, for the construction, reconstruction, alteration or repair of any building, structure, facility or other improvement to real property, requires the withholding of payment of a percentage of the amount of the contract, the contractor may agree to the withholding of payments in the manner prescribed in the contract, or may deposit with the State college registered book bonds, entry municipal bonds, State bonds or other appropriate bonds of the State of New Jersey, or negotiable bearer bonds or notes of any political subdivision of the State, the value of which is equal to the amount necessary to satisfy the amount that otherwise would be withheld pursuant to the terms of the contract. The nature and amount of the bonds or notes to be deposited shall be subject to approval by the State college. For purposes of this section, "value" shall mean par value or current market value, whichever is lower.

If the contractor agrees to the withholding of payments, the amount withheld shall be deposited, with a banking institution or savings and loan association insured by an agency of the Federal government, in an account bearing interest at the rate currently paid by such institutions or associations on time or savings deposits. The amount withheld, or the bonds or notes deposited, and any interest accruing on such bonds or notes, shall be returned to the contractor upon fulfillment of the terms of the contract relating to such withholding. Any interest accruing on cash payments withheld shall be credited to the State college.

b. Any contract, the total price of which exceeds \$100,000, entered into by a State college involving the construction, reconstruction, alteration, repair or maintenance of any building, structure, facility or other improvement to real property, shall provide for partial payments to be made at least once each month as the work progresses, unless the contractor shall agree to deposit bonds with the State college pursuant to section 1.

c. 1. With respect to any contract entered into by a State college pursuant to section 2 for which the contractor shall agree to the withholding of payments pursuant to section 1, 2% of the amount due on each partial payment shall be withheld by the State college pending completion of the contract.

2. Upon acceptance of the work performed pursuant to the contract for which the contractor has agreed to the withholding of payments pursuant to subsection a. of this section, all amounts being withheld by the State college shall be released and paid in full to the contractor within 45 days of the final acceptance date agreed upon by the contractor and the State college, without further withholding of any amounts for any purpose whatsoever, provided

1 that the contract has been completed as indicated. If the State college requires
2 maintenance security after acceptance of the work performed pursuant to the contract, such
3 security shall be obtained in the form of a maintenance bond. The maintenance bond shall
4 be no longer than two years and shall be no more than 100% of the project costs.
5

6 d. This act shall take effect immediately. This bill supplements the "State College Contracts Law,"
7 P.L. 1986, c.43 (C.18A:64-52 et seq.), and applies to any State college contract for over \$100,000 which
8 involves the construction, reconstruction, alteration or repair of any building, structure, facility or other
9 improvement to real property. Under the provisions of this bill, whenever a contract of this type requires
10 the withholding of payment of a percentage of the amount of the contract, the contractor would have the
11 choice of either agreeing to a retainage deduction from each monthly progress payment, or the contractor
12 could choose to deposit bonds in the amount necessary to satisfy the amount that otherwise would be
13 withheld under the contract. If a contractor chooses a retainage deduction from each monthly payment,
14 then the retainage would be limited to 2% of the amount due on each partial payment. Upon acceptance
15 of the work performed pursuant to the contract for which the contractor has agreed to a retainage
16 deduction, all amounts being withheld by the State college must be paid in full to the contractor within 45
17 days of the final acceptance date agreed upon by the contractor and the State college. The bill provides
18 that if the State college requires maintenance security after acceptance of the work performed under the
19 contract, the security must be obtained in the form of a maintenance bond, which is required to be no
20 longer than two years and no more than 100% of the project costs. The provisions of this bill are similar
21 to provisions in the "Local Public Contracts Law," P.L. 1971, c.198 (C.40A:11-1 et seq.) and the "Public
22 School Contracts Law," P.L. 1977, c.114 (C.18A:18A-1 47 et seq.).
23

24 3. Upon substantial completion, the retainage shall, upon the Architect/Owner's approval, remain at 2% of
25 the value of work completed. Final release of retained monies will occur only upon the total completion
26 of all punch list and closeout documentation to the satisfaction of the Architect and Owner.
27

28 4. For each day's delay in the Contractor's submission of an application for payment acceptable to the Ar-
29 chitect and Owner, the Owner may delay one day in making his progress payment.
30

31 5. Owner shall make payments within 30 days of receipt of said monthly pay requisition.
32

33 1.06 APPLICATION AT TIME OF SUBSTANTIAL COMPLETION

34 A. Following issuance of certificate of substantial completion on each Contractor's work, and also in part as
35 applicable to prior certificates on portions of completed work as designated, a "special" payment application
36 may be prepared and submitted by Contractor. The principal administrative actions and submittals which
37 shall precede or coincide with such special applications can be summarized as follows, but not necessarily by
38 way of limitation:
39

40 1. Occupancy permits and similar approvals or certifications by governing authorities and franchised
41 services, assuring Owner's full access and use of completed work.
42

43 2. Warranties, guarantees, maintenance agreements and similar provisions of Contract Documents.
44

45 3. Test/adjust/balance records, maintenance instructions, meter readings, start up performance reports, and
46 similar change over information germane to Owner's occupancy, use, operation and maintenance of
47 completed work.
48

49 4. Final cleaning of the work.
50

51 5. Application for reduction (if any) of retainage, with consent of surety.
52

53 6. Advice to Owner on coordination of shifting insurance coverages, including proof of extended coverage
54 as required.
55

- 1
2 7. Listing of Contractor's incomplete work, recognized as exceptions to certificate of substantial comple
3 tion.
4

5 1.07 FINAL PAYMENT APPLICATION
6

- 7 A. The administrative actions and submittals which shall precede or coincide with submittal of the Contractor's
8 final payment application can be summarized as follows, but not necessarily by way of limitation.
9

- 10 1. Completion of project closeout requirements.
11
12 2. Completion of items specified for completion beyond time of substantial completion, regardless of
13 whether special payment application was previously made.
14
15 3. Assurance, satisfactory to Owner and Owner, that unsettled claims will be settled and that work not
16 actually completed and accepted will be completed without undue delay.
17
18 4. Transmittal of required project construction records to Owner via the Owner.
19
20 5. Proof, satisfactory to Owner and Owner, that taxes, fees and similar obligations of Contractor have been
21 paid.
22
23 6. Removal of temporary facilities, services, surplus materials, rubbish and similar elements.
24
25 7. Notarized consent of surety for final payment.
26

27 1.08 WAIVER OF LIENS
28

- 29 A. Each Contractor, for himself, and for all Subcontractors and material men, agrees that no mechanic's lien or
30 other claim shall be filed or maintained by the Contractor or by any Subcontractor, materialmen, laborer or
31 any other person whatsoever for, or on account of any work performed or materials furnished under this
32 Contract. This agreement shall be an independent contract, and the Contractor shall execute and deliver a
33 separate Waiver of Liens in form and substance satisfactory to the Architect and Owner contemporaneously
34 with the execution of the Owner-Contractor Agreement and before any work is begun at the site.
35

- 36 B. In every subcontract entered into by each Contractor after execution of this Contract or in connection
37 herewith, the Contractor shall incorporate a provision, similar to the foregoing paragraph, to the effect that
38 neither the Subcontractor nor any party acting through or under him shall file or maintain any mechanic's lien
39 or other claim against the Architect or Owner in connection with the Work.
40

41 **END OF SECTION 01025**

SECTION 01100 - PROJECT PROCEDURES

PART 1 - GENERAL

1.01 SPECIAL REQUIREMENTS

- A. **Schedule:** Contractor shall provide a master schedule showing sequencing of work utilizing the CPM method. The Contractor shall supply a schedule with all subcontractor activities, relationships, and durations, utilizing the CPM method via SureTrak/Primavera, Version 3.0, or a Microsoft scheduling software to the Owner on a working version CDrom and coordinate their schedule with the Owner.
- The Contractor is required to update at the end of each month the CPM Schedule based on the percentage completed for each activity on the approved schedule (in concert with the submission of the percentage completed in the monthly proposed schedule of values).
 - **The contractor in their bid includes a cost of \$500.00 per month for this schedule submission, for the duration of construction (per the milestone schedule in the bidding documents). This only applies to projects in excess of 2 million dollars in base price price. The contractors schedule of values shall include this cost, and can only be billed for upon TCNJ's successful receipt of said schedule. Should any schedule not be received at the end of any month during construction, TCNJ will issue a deduct change order in the amount of \$500.00 to the contractor.**
- B. Each Contractor shall take all necessary precautions to ensure the safety of all structural elements during all phases of all work. No materials, cranes, trucks or any other construction loads shall be placed on any part of the structure until the Contractor has determined the adequacy of that structure to carry the intended load without damage or overstress.
- C. Entrance into, or other use of the building will not be permitted except as may be necessary for the execution of the Work, and shall be subject to the restrictions and instructions of the Owner.
- D. Routes of ingress and egress to areas where work is being performed shall be subject to the restrictions and instructions of the Owner.
- E. Materials shall be moved through the Building using rubber tired vehicles which shall be properly controlled at all times to avoid damage to existing wall, floor or ceiling surfaces.
- F. Water damage cannot be tolerated and it is incumbent upon Contractors to take any steps necessary to keep the existing premises dry at all times.
- G. Any damage to the new building from heavy equipment, striking the Building or any other damage to any part of the premises shall be repaired at the expense of the Contractors.
- H. All welding and cutting shall be performed by qualified and certified welders. Certificates shall be on file with the Contractor prior to commencement of any welding.
- I. No work shall start before 8:30am, unless agreed to in advance with the College.

PART 2 - PRODUCTS NOT APPLICABLE

PART 3 - EXECUTION

3.01 GENERAL

- A. Contractors shall perform the work on or about the premises in a careful manner with full consideration to fire

protection as required by the National Fire Protection Association Standards, National Board of Fire Underwriters and State and Local Departments having jurisdiction. Fire resistant materials shall be used for temporary enclosures.

- B. Chemical extinguishers approved by the Owner shall be provided by the General Contractor during the progress of the work where and as required by the Owner, the State Fire Marshal and the National Board of Fire Underwriters.
- C. The Contractor shall maintain an active program of fire prevention to keep workmen fire conscious during the entire life of the Contract. Designate one member of the organization to execute and coordinate fire control measures of his own organization and that of all subcontractors under his jurisdiction.
- D. All sub-contractors shall cooperate with the Contractor in carrying out the above program.
- E. Storage of flammable materials will not be permitted in the Building unless written permission is obtained from the Owner. Storage of all such materials shall be the Contractors' responsibility.
- F. On-site open burning of rubbish, garbage, trade waste, leaves or plant life is prohibited.
- G. Safety Program: The Contractor shall institute a safety program in accordance with OSHA and any local, state, or federal guidelines. The contractor shall name a safety officer to monitor this program and shall submit a safety report at job meetings.
- H. Stockpiling: Stockpiling of materials on site will be allowed (but limited due to the limited space on this site). Such materials shall not impair or impede the functioning of the facility. Materials stored on site shall be secured to prevent loss from theft, damage, vandalism or fire. By stockpiling materials on site, the contractor assumes full responsibility for said materials, and shall protect them to the fullest extent possible. Specific locations for stockpiling materials shall be coordinated with the Architect, and Owner.
- I. Safety Barriers: The Contractor shall erect safety barriers to deter and prohibit unauthorized access to the construction site; such barriers may take the form of fences and shall be clearly marked with signage prohibiting unauthorized access. The Contractor shall be responsible for safety barriers within the building. The contractor shall be liable for damages to persons or property due to the construction process if adequate safety measures are not undertaken. The Owner and Architect shall review safety precautions for their adequacy but shall not be held liable for Contractors failure to maintain or provide adequate protection.
- J. Sequencing: The Contractor will work with the Sub-Contractors to sequence the work during the submission of monthly project schedules. Contractors shall endeavor to coordinate their work efforts with the Owner's requirements. Interruptions of utility services shall be coordinated with the Architect, and Owner, but in no instance shall last longer than 2 hours.
- K. Limited staging and on site parking will be provided by General Contractor. The Contractor will coordinate parking areas with all the subcontractors and TCNJ.
 - 1. Parking will be available at Carlton Avenue. Contractor will provide shuttle service to and from the site.
 - 2. Contractor will be permitted to have vehicles on site with in the construction fencing only. Contractor is to provide stone in all parking areas on site to prevent the buildup of ruts and mud, thus minimizing the amount of mud leaving the site and being left behind on TCNJ roads.
- L. Site Utilities: Electric power and water are available on site. Toilet facilities will be made available by the Contractor. These facilities shall remain clean by the Contractors throughout the course of the project. The Contractors shall repair and/or replace any damaged fixtures, partitions, etc. The Electrical Sub-Contractor shall tie in a temporary power panel (or panels as required) for all trades to use during construction.

1 Interruption of building services shall not occur without prior consent and coordination by the Owner and
2 Owner.

3
4 1. Provide portable toilets for all construction personnel.

5
6 M. Construction Lighting: The Electrical Sub-Contractor shall run sufficient strings and fixtures to maintain a 50
7 foot-candle/sq.ft.intensity of light throughout the project areas.

8
9 N. Dumpster Location and Cleanup: The Architect and Owner shall coordinate the dumpster location with the
10 Contractors. The Contractor shall be responsible for obtaining, maintaining, and disposing of dumpsters, and
11 shall maintain clean work areas throughout the course of the project.

- 12 • Contractor is to provide adequate manpower during the entire course of the project to maintain the site
13 in a clean, neat and professional manner. At a minimum the contractor is to clean the entire site
14 twice per week (on different days) by picking up all debris in and around the site. Sweeping the
15 entire building daily is required once the floor slabs are in place. Contractor is to place garbage cans
16 on each floor minimum 3 per floor in designated locations to assist in keeping the site clean. The
17 owner will not tolerate a building project that is not maintained in a professional manner at all times.

18 19 20 21 3.02 PROGRESS MEETINGS

22
23 A. Progress Meetings shall be held bi-weekly at the job site at a regular time and day mutually agreed upon. The
24 frequency may be changed by the Architect or Owner to reflect current conditions. The Contractors, those of
25 his/their subcontractors concerned with current progress or with scheduling of future progress, the Architect,
26 the Owner, and the Owner shall each be represented at these job meetings by persons familiar with the details
27 of the work and authorized to conclude matters relative to work progress, establishment of progress
28 schedules, etc., as may be necessary to expedite completion of the work.

29
30 B. The Contractors and his/their subcontractors attending these meetings shall present complete and definite
31 reports as to the status of their respective work, conditions of product and equipment manufacturer, labor
32 availability, productivity and cooperation, shipping data, time of completion, sequence of the work, safety
33 program, and any other information bearing upon the execution of the Contract or subcontract. For the
34 Owner's convenience the Owner will chair the meetings.

35 36 3.03 MONTHLY REPORTS

37 A. The Contractor is to provide TCNJ a brief monthly status report on the last working day of each month dividing
38 the status of the project into the following categories (report must be complete in all respects, piece meal
39 submissions will not be accepted):

- 40 a. Project overview
- 41 b. Financial status
- 42 c. Updated project schedule
- 43 d. Change order request log
- 44 e. Submittal log
- 45 f. RFI log
- 46 g. Owner/Architect issues that need immediate resolution
- 47 h. Order/delivery issues

48
49
50 B. The Contractor is to provide TCNJ with this monthly report, and include in their bid a cost of \$500.00
51 per month for all projects in excess of 2 million dollars base bid price for the duration of the construction
52 period as noted in the bidding milestone schedule. This total cost will be listed in the contractor's
53 schedule of values and can be billed for on a monthly basis only if said report is received in whole as
54 noted above. Should TCNJ not receive said complete report a deduct change order will be issued to the
55 contractor for \$500.00 for that month.

1
2
3

END OF SECTION 01100

SECTION 01300 – SUBMITTALS AND SUBSTITUTIONS

PART 1 – GENERAL

1.1 PROGRESS SCHEDULE / COORDINATION DRAWINGS

- A. The Contractor's schedule, shall coordinate with all trades to produce a coordinated CPM via Suretrak/Primavera version 3.0 or a Microsoft scheduling program schedule indicating the start and completion dates for each portion of the work as defined by the schedule of values, with the total time as defined by the contract time and milestone dates as set forth in these specifications. The Contractor's CPM schedule shall be submitted in electronic format (Suretrak 3.0 or a Microsoft Scheduling program) to and reviewed by the Owner and Architect prior to first application for payment. Any revisions or additional information requested by the Owner or Architect shall be provided. (No payment shall be made to any Contractor not providing a schedule that reflects their entire work).
- Also refer to Section 01100-1 – Project Procedures.
- B. The Contractor shall revise the progress schedule on a monthly basis as the work progresses reflecting therein any delays, including those not within the Contractor's control, or accelerations in the progress of the work. The progress schedule, as revised for any weekly period, shall be discussed at the bi-weekly job meetings with the, Owner, the Architect, and the Contractor and the major trades in order to insure that the percentage of actual completion of any portion of the work as called for in the progress schedule for that bi-weekly period is attained. Monthly updates to the progress schedule shall be made prior to application for payment.
- C. Should any delay occur in the progress of the work or any portion thereof, the Contractor shall be required to implement all necessary measures to accelerate the construction, to meet the percentages of completion dictated by the progress schedule on the applicable dates, without additional cost to the Owner.

1.2 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Shop drawings, product data and samples will not be processed by the Owner and/or Architect until the list of subcontractors, material suppliers and fabricators is submitted as required under Paragraph 3.12 of the General Conditions.
- The successful Contractor shall submit their list of proposed substitutions within 20 calendar days of the Contract Award.
 - The Architect shall be compensated on an hourly basis for review of all shop drawings or samples that do not meet the requirements of the contract documents after two submissions. The compensation shall be deducted from the contractor's contract via a deduct change order, or other means that both parties agree to.
- B. Coordinate preparation and processing of submittals with performance of the work so that work will not be delayed by submittals. Allow two weeks for review/approval by the Architect for the approval process, one additional week for TCNJ staff to review the submittal before it is returned to the contractor. Allow additional time if processing must be delayed to permit coordination with subsequent submittals with others.
- a. **Contractor is to provide a submittal schedule identifying the critical path submittals to assist the design team in prioritizing their review and subsequent return to the contractor prior to the first requisition for payment being processed. Every submittal is to have a required return date associated with it so the design team can schedule their reviews accordingly.**
- C. Provide permanent marking on each submittal to identify Project, date, Contractor, subcontractor, submittal name, Specification section, drawing reference, and similar information to distinguish it from other submittals. Show Contractor's executed review and approval marking and provide space (5" x 7") for Architect's Action marking and space for Owner's review marking. Package each submittal appropriately for transmittal and handling. Submittals received, which are lacking the above information, will be returned without action. Submittals, which are received from sources other than through Contractor's office, will be returned without action.

- 1
2 D. Each submission shall be complete, with all options clearly marked and with all components required for the
3 assembly fully described and detailed. Submissions missing important information will be returned
4 unchecked.
5
- 6 E. Transmittal Form: Submittals shall be accompanied by a transmittal form. Provide Contractor's certification
7 on form, ready for execution, stating that information submitted complies with requirements of contract
8 documents.
9 • Transmit all submittals and shop drawings to the Architect or Engineer with a copy of the transmittal to
10 the Owner.
11
- 12 F. Except as otherwise indicated in individual work sections, comply with requirements specified herein for each
13 indicated category of submittal. Provide and process intermediate submittals, where required between initial
14 and final, similar to initial submittals.
15
- 16 G. Maintain returned final set of samples at project site, in suitable condition and available for quality control
17 comparisons by Architect, and by Owner.
18
- 19 H. Do not proceed with installation of materials, products or systems until final copy of applicable shop
20 drawings, product data and samples are in possession of Installer.
21
- 22 I. Provide newly prepared shop drawings, on reproducible sheets, with graphic information at accurate scale,
23 with company name of preparer indicated. Show dimensions and note which are based on field measurement.
24 Identify materials and products in the work shown. Indicate compliance with standards, and special
25 coordination requirements. Do not allow shop drawing copies without appropriate final Action markings by
26 Architect to be used in connection with the work.
27
- 28 1. Initial and Intermediate Submittals: One correctable translucent reproducible print and 5 blue line or
29 black line prints; reproducible will be returned.
30 2. Final Submittal: 6 prints, plus 3 additional prints where required for maintenance manuals; 4 will be
31 retained and remainder will be returned, one of which shall be marked up and maintained by
32 Contractor as "Record Document".
33 3. Electronic submittals are acceptable in AutoCad format only. Contractor shall be responsible for
34 printing and distribution of multiple copies as required.
35
- 36 J. Collect required product data into one submittal for each unit of work or system; and mark each copy to show
37 which choices and options are applicable to the project. Include manufacturer's standard printed
38 recommendations for application and use, compliance with standards, application of labels and seals, notation
39 of field measurements that have been checked, and special coordination requirements. Maintain one set of
40 product data for each submittal at project site, available for reference by Architect and others.
41
- 42 K. Submittals will be accepted from the Contractor only. Submittals received from other entities will be returned
43 without review or action.
44 1. Submittals received without a transmittal form will be returned without review or action.
45 2. Transmittal form: Use a form matching the sample form attached to this section. Include the
46 following:
47 a. List of deviations.
48 b. The Contractor's certification signature.
49 3. Fill out a separate transmittal form for each submittal; also include the following:
50 a. Other relevant information.
51 b. Request for additional information.
52
- 53 L. Do not submit product data, or allow its use on the project, until compliance with requirements of Contract
54 Documents has been confirmed by Contractor. Submittal is for information and record unless otherwise
55 indicated. Initial submittal is final submittal unless returned promptly by Architect marked with an Action that

indicates and observed noncompliance. Submit 6 copies, plus 3 additional copies, which will be returned, where required for maintenance manuals.

1. Electronic submittals are acceptable in 8 1/2" x 11" format only.

M. Provide three (3) samples identical with final condition of proposed materials or products for the work. Include range samples, not less than 3 units, where unavoidable variations between units of each set. Provide full set of optional samples where Architect's selection is required. Prepare samples to match Architect's sample where so indicated. Include information with sample to show generic description, source or products name and manufacturer, limitations, and compliance with standards. Samples are submitted for review and confirmation of color, pattern, texture and kind by Architect. Architect will not test samples, except as otherwise indicated, for compliance with other requirements, which are therefore the exclusive responsibility of the Contractor.

N. Upon receipt of a signed copy of the Architects' Waiver form, electronic copies of CAD drawings of the Contract Documents will be provided by the Architect for Contractor's use in preparing submittals. Copy of Waiver form is attached.

O. Product Selection Procedures: Procedures for product selection include the following:

1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the named product or an equivalent.

2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product of the manufacturer or source that complies with requirements, or an equivalent.

3. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements, or an equivalent. Comply with provisions of "Product Options and Substitutions," Section 1.4 of Division 1300 of these specifications when submitting an equivalent product.

4. Manufacturers: Where specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed, or an equivalent, that complies with requirements. Comply with provisions of "Product Options and Substitutions," Section 1.4 of Division 1300 of these specifications when submitting an equivalent product.

5. Product Options: Where Specification paragraphs or subparagraphs refer to "Product Options and Substitutions," indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system; provide the specific product or system or an equivalent product or system by another manufacturer. Comply with provisions of "Product Options and Substitutions," Section 1.4 of Division 1300 of these specifications when submitting an equivalent product.

6. Basis of Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Products" introduce or refer to a list of manufacturers' names, provide either the specified product or an equivalent. Drawings and Specifications indicate sizes, profiles, dimensions and other characteristics that are based on the product names. Comply with the provisions of "Product Options and Substitutions," Section 1.4 of Division 1300 of these specifications when submitting an equivalent product.

1.3 MISCELLANEOUS SUBMITTALS

A. Miscellaneous submittals related directly to the work include warranties, maintenance agreements,

workmanship bonds, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

- B. Refer to sections for specific general requirements on warranties, product/workmanship bonds, and maintenance agreements. In addition to copies desired for Contractor's use, furnish 2 executed copies, except furnish 3 additional copies where required for maintenance manuals.
- C. For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

1.4 PRODUCT OPTIONS AND SUBSTITUTIONS

A. DEFINITIONS

- 1. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - a. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - b. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - c. Equivalent Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- 2. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- 3. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
- 4. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- 5. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- 6. **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 prohibits the use by the Contractor or subcontractors of materials or farm products produced and manufactured outside of the United States on any public work.**

B. General Requirements:

- 1. The requirements for substitutions do not apply to specified Contractor options on products and construction methods. Revisions to Contract Documents, where requested by Owner or Architect are changes, not substitutions. Contractor's determination of and compliance with governing regulations

and orders issued by governing authorities do not constitute substitutions and do not constitute a basis for change orders. Otherwise, Contractor's requests for changes in products, materials, and methods of construction required by Contract Documents are considered requests for substitutions, and are subject to requirements hereto.

2. To the greatest extent possible, provide products, materials and equipment of a singular generic kind and from a single source.
3. Where more than one choice is available as options for Contractor's selection of a product or material, select an option that is compatible with other products and materials already selected. Total compatibility among options is not assured by limitations within Contract Documents, but shall be provided by Contractor. Compatibility is a basic general requirement of product/material selections.
4. Any and all contractor substitutions that require additional work by other trades not specifically called for in the documents shall be paid for by the contractor requesting the substitution if any other trade increase is required.
5. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.

C. Submittals: Submit 6 copies, utilizing Substitution Request Form, CSI Form 13.1.A, fully identified for product or method being requested for substitution, including related specification section and drawing numbers, and fully documented to show compliance with requirements for substitutions. Include product data/drawings, description of methods, samples where applicable, Contractor's details comparison of significant qualities between specified item and proposed substitution, statement of effect on construction time and coordination with other affected work and contractors, cost information or proposal, warranty information, compatibility with other work, approval of all authorities having jurisdiction, and Contractor's statement to the effect that proposed substitution will result in overall work equal to or better than work originally indicated.

D. Contractor's options for selecting products are limited by Contract Documents requirements, and governing regulations. Required procedures include, but are not necessarily limited to, the following for various indicated methods or specifying:

1. Single product/manufacture name; provide product indicated or equivalent, except advise Architect before proceeding, where known that named product is not a feasible or acceptable selection.
2. Two or more product/manufacture names; provide one of the named products or equivalent, at Contractor's option; but excluding products which do not comply with requirements. Advise Architect before proceeding.
3. Equivalent; where named products in Specifications text are accompanied by the term "or equivalent", or other language of similar effect, comply with those Contract Documents provisions concerning substitutions for obtaining Architect's approval of equivalent product.
4. Named, except as otherwise indicated, is defined to mean manufacturer's name for product, as recorded in published product literature, of latest issue as of date of Contract Documents. Refer requests to use products of a later or earlier model to Architect for acceptance before proceeding.
5. Where compliance with an imposed standard, code or regulation is required, selection from among products that comply with requirements including those standards, codes and regulations, is Contractor's option.
6. Provide products which comply with specific performances indicated, and which are recommended by manufacturer, in published product literature or by individual certification, for application indicated. Overall performance of a product is implied where product is specified for specific performance.
7. Provide products that have been produced in accordance with prescriptive requirements, using specified ingredients and components, and complying with specified requirements for mixing, fabricating, curing, finishing, testing and similar operations in manufacturing process.
8. Where matching of an established sample is required, final judgment of whether a product proposed by Contractor matches sample satisfactorily is Architect's judgment. Where no product within specified cost category is available, which matches sample satisfactorily and complies with requirements,

1 comply with Contract Document provisions concerning substitutions for selection of a matching
2 product outside established cost category or not complying with requirements.

- 3 9. Where specified product requirements include "...as selected from manufacturer's full range of colors,
4 patterns, textures..." or words of similar effect, the selection of manufacturer and basic product data is
5 to comply with requirements of the Contract, and selection shall be from the full range of products
6 within the requirements. Where specified product requirements include "... as the industry...", or
7 words to that effect, selection of product complying with requirements, is Architect's selection,
8 including designation of manufacturer, where necessary to obtain desired color, pattern or texture.
9

- 10 E. Substitutions may be permitted by the Architect, if, in his opinion, the requirements of the proposed
11 substitution comply with the requirements specified for the material, article or piece of equipment; however,
12 the Architect is not required to permit substitution pursuant to the case of Whitten Corporation vs. Paddock,
13 Incorporated, United States District Court, Massachusetts, April 12, 1974, affirmed by the Federal First
14 Circuit Court, December 14, 1974.
15

- 16 F. After award of contract, the Contractor may submit substitutes to the Architect for review, fully documented
17 and certified, and accompanied by a proposal for a reduction in the Contract Sum.
18

- 19 G. Contractor's request for substitution will be received and considered when extensive revisions to Contract
20 Documents are not required and changes are in keeping with general intent of Contract Documents; when
21 timely, fully documented and properly submitted; and when one or more of following conditions is satisfied,
22 all as judged by Architect. Otherwise, requests will be returned without action except to record
23 noncompliance with these requirements.
24

- 25 1. Where request is directly related to an "equivalent" clause or other language of same effect in Contract
26 Documents.
27 2. Where required product, material or method cannot be provided within Contract Time, but not as a
28 result of Contractor's failure to pursue the work promptly or coordinate various activities properly.
29 3. Where required product, material or method cannot be provided in a manner which is compatible with
30 other materials of the work, or cannot be properly coordinated therewith, or cannot be warranted
31 (guaranteed) as required, or cannot be used without adversely affecting Owner's insurance coverage on
32 completed work, or will encounter other substantial noncompliances which are not possible to
33 otherwise overcome except by making requested substitution, which Contractor thereby certifies to
34 overcome such incompatibility, uncoordination, nonwarranty, noninsurability or other noncompliance
35 as claimed.
36 4. Where substantial advantage is offered Owner, in terms of cost, time or other valuable considerations,
37 after deducting offsetting responsibilities Owner may be required to bear, including additional
38 compensation to Architect for redesign and evaluation services, increased cost of other work by Owner
39 or separate Contractors, and similar considerations.
40

- 41 H. Contractor's submittal of, and Architect's acceptance of, shop drawings, product data or samples which
42 indicate work not complying with requirements of Contract Documents, does not constitute an acceptable and
43 valid request for, nor approval of, a substitution.
44

45 I. QUALITY ASSURANCE
46

47 Compatibility of Options: If Contractor is given option of selecting between two or more products for use on
48 Project, product selected shall be compatible with products previously selected, even if previously selected
49 products were also options.
50

- 51 1. Each contractor is responsible for providing products and construction methods compatible with
52 products and construction methods of other contractors.
53 2. If a dispute arises between contractors over concurrently selectable but incompatible products,
54 Architect will determine which products shall be used.
55

1 J. EQUIVALENT PRODUCTS

2
3 Where products or manufacturers are specified by name, Contractor must submit the following, in addition to
4 other required submittals, to obtain approval of an unnamed product proposed as an equivalent:

- 5
6 1. Evidence that the proposed product does not require extensive revisions to the Contract Documents,
7 that it is consistent with the Contract Documents and will produce the indicated results, and that it is
8 compatible with other portions of the Work.
9 2. Detailed comparison of significant qualities of proposed product with those named in the
10 specifications. Significant qualities include attributes such as performance, weight, size, durability,
11 visual effect, and specific features and requirements indicated.
12 3. Evidence that proposed product provides specified warranty.
13 4. List of similar installations for completed projects with project names and addresses and names and
14 addresses of architects and owners, if requested.
15 5. Samples, if requested.
16

17 I.5 OPERATION AND MAINTENANCE INSTRUCTIONS AND EQUIPMENT WARRANTIES

- 18
19 A. The Contractor shall orient and instruct the responsible maintenance personnel designated by the Owner in
20 the Operation of all equipment and shall provide the maintenance personnel with pertinent literature and
21 operational manuals for all equipment. Date and time of demonstrations shall be mutually agreed upon with
22 the Owner. Provide qualified personnel for as long as necessary to fully orient and instruct the Owner.
23 Contractor shall videotape instruction session and provide owner with completed video.
24
25 B. The manuals shall be submitted in (quadruplicate) 3-ring loose-leaf type binders **and electronically in PDF**
26 **format and be able to be TEXT SEARCHABLE** to the Architect for approval with all additional
27 information that the Architect may request and considers necessary for the proper servicing and maintenance
28 of all equipment. Manuals are to include plain paper copies of approved shop drawings and catalog cuts.
29 The quality of the copies may be subject to approval by the Architect. Upon completion and approval, 3
30 copies will be forwarded to the Owner and one copy retained by the Architect.
31
32 C. Manuals shall include no less than the following:
33 1. Operating Procedures:
34 a. Typewritten procedures indicating each mode of operation of each piece of equipment or
35 system. Procedures shall indicate the status of each component of a system in each operating
36 mode.
37 b. Procedures shall indicate names, symbol numbers, valve tags, circuit numbers, schematic
38 control and wiring diagrams, locations of thermostats, manual starters, control cabinets, and
39 other controls of each system.
40 c. Emergency shutdown procedures for each piece of equipment or system, both automatic and
41 manual as appropriate.
42 2. Maintenance Schedule: Typewritten schedule describing manufacturer's recommended schedule of
43 maintenance and maintenance procedures.
44 3. Catalog cuts and shop drawings:
45 a. Catalog cuts shall clearly indicate the exact model and type of each piece of equipment installed
46 in the Project, including all options provided.
47 b. Catalog cuts shall fully describe equipment including physical, electrical, mechanical and other
48 characteristics, performance characteristics and installation or erection diagrams.
49 c. Catalog cuts shall indicate spare part numbers and name, address and telephone number of local
50 representative or service department.
51 4. Typewritten list of all subcontractors on the Project including name, address, telephone number and
52 responsibility on the Project.
53 5. Manuals shall be indexed with dividers indicating each system or piece of equipment.
54 6. Warranties, permits, inspection stickers/approvals and Certificate of Occupancy are to be included.
55

- 1 D. Required equipment warranties shall be submitted in three copies **and electronically in PDF format** to the
2 Architect.
3
4 E. The Contractor shall video tape all instructional sessions and demonstrations and provide the Owner with a
5 copy of the videotape at the end of all demonstrations.
6

7 **PART 2 - PRODUCTS**

8 **NOT APPLICABLE**

9 **PART 3 - EXECUTION**

10
11 **3.1 ACTION ON SUBMITTALS**

- 12
13 A. One copy of all submissions will be returned to the Contractor for his files. The Contractor shall mark up
14 other copies so as to conform with the copy returned to him and forward them to all interested Contractors,
15 Subcontractors, and Suppliers.
16
17 B. The Architect will review and stamp submitted shop drawings in one of the following ways (the actual stamp
18 may be different; below language is shown for an example only)
19 1. "No Exceptions Taken": Approved.
20 2. "Make Corrections Noted": Approved, provided the work complies with corrections marked on the
21 submittal.
22 3. "Revise and Resubmit": Do not commence work of this submittal. Revise and resubmit or prepare a
23 new submittal; comply with notations marked on submittal.
24 4. "Rejected": Fundamentally not in compliance. Prepare a new submittal. No notations or comments
25 made.
26
27 C. Work shall be executed in accordance with "Approved", "Approved As Noted", or "Resubmit for Record"
28 stamp only.
29
30 D. Architect's review of shop drawings/submittals will constitute checking for general arrangement only, and
31 shall not relieve the Contractor of responsibility for complete compliance with Drawings and Specifications.
32 Contractor shall be responsible for quantities and dimensions to assure a proper fit under field conditions.
33

34 **3.2 DISTRIBUTION**

- 35
36 A. Provide additional distribution of submittals, not included in foregoing copy submittal requirements, to
37 subcontractors, suppliers, fabricators, installers, governing authorities and others as necessary for proper
38 performance of the work. Include such additional copies in transmittal to Architect where required to receive
39 Action marking before final distribution. Show such distributions on transmittal forms.
40

41 **3.3 COLOR SELECTIONS**

- 42
43 A. All colors for all finished surfaces and materials will be selected or approved by the Architect. The color
44 selections will be made at **one time** to provide a complete and coordinated color schedule which, upon
45 acceptance of the Owner, will be provided to the Contractor. Any and all specific color selections for
46 materials not noted on drawings or in specification shall be chosen by Architect after submittal of samples.
47
48 B. It is imperative that **all** color information be submitted to the Architect by the Contractor before color
49 selections can be made. If any color selection information is not available when colors are needed to meet the
50 project schedule, the Architect will select colors from one of the named manufacturers in the Specifications,
51 and the Contractor will be required to exactly match that color. A claim for delay will not be accepted if the
52 color schedule is late due to the failure of the Contractor to provide the Architect with all required color
53 information, nor will an extra be entertained if the selected color is not available from the manufacturer the
54 Contractor intended to use but neglected to submit.
55

- 1 C. The Contractors are reminded of the requirement to declare all substitutions within 20 days of execution of
- 2 their Contract as specified.
- 3 **END OF SECTION 01300**

1 **SECTION 01310 - QUALITY CONTROL**

2
3 **PART 1 - GENERAL**

4
5 **1.01 TRADESMEN AND WORKMANSHIP**

- 6
7 A. Each Contractor shall ensure that tradesmen performing work at site are skilled and knowledgeable in
8 methods and craftsmanship needed to produce required quality levels for workmanship in completed work.
9 Remove and replace work which does not comply with workmanship standards as specified and as recognized
10 in the construction industry for applications indicated. Remove and replace other work damaged or
11 deteriorated by faulty workmanship or its replacement.
12
13 B. In certain instances, specification text requires that specific work be assigned to specialists or expert entities,
14 who shall be engaged for performance of those units of work. These shall be recognized as special
15 requirements over which Contractor has no choice or option. These assignments shall not be confused with,
16 and are not intended to interfere with, normal application of regulations, union jurisdictions and similar
17 conventions. One purpose of such assignments is to establish which party or entity involved in a specific unit
18 of work is recognized as "expert" for indicated construction processes or operations. Nevertheless, final
19 responsibility for fulfillment of entire set of requirements remains with Contractor.
20

21 **1.02 INSPECTION, TESTS AND REPORTS**

- 22
23 A. Required inspection and testing services are intended to assist in determination of probable compliances of
24 the work with requirements, but do not relieve any Contractor of responsibility for those compliances, or for
25 general fulfillment of requirements of Contract Documents. Specified inspections and tests are not intended to
26 limit any Contractor's quality control program. Afford reasonable access to agencies performing tests and
27 inspections.
28
29 B. Contractors are responsible for all testing associated with their work (foundations, soils compaction, concrete,
30 steel, roof material testing etc.) and shall submit the name of their proposed testing agency within 15 days of
31 Notice-to-Proceed. Each Contractor is responsible to coordinate the activities of the testing agency to assure
32 that work is tested prior to being covered up or other activities associated to the work begin.
33

34 **1.03 ROOF DRAIN TESTING**

- 35 A. Pre-Construction Testing: Prior to the start of any work on the roof, the Contractor shall water-flow test all
36 roof drains (5 minutes at each drain), to determine if any full or partial drain clogs exist in the drainage
37 system.
38
39 1. The Owner shall have a representative at the test.
40 2. The results of the testing shall be reported to the Owner, in writing, prior to the start of work.
41 3. The Owner will be responsible for correction of any drain-age problems reported by the Contractor
42 prior to the start of work.
43 4. Any drains, piping or other components, whether exposed, concealed, below grade, etc., found to be
44 clogged after the start of construction, and not reported to the Owner prior to the start of construction,
45 shall be cleared, repaired or replaced as required to restore full drainage capacity. All work shall be
46 performed by the Contractor at no additional cost to the Owner, including patching, repair or re-

1 placement of any materials, finishes, landscaping, etc., disturbed in gaining access to drainage
2 components.

3
4 B. Post-Construction Testing: When all work reaches substantial completion, the Contractor shall water-flow test
5 all roof drains (5 minutes at each drain), to determine if any full or partial drain clogs exist in the drainage
6 system.

7
8 1. The Owner shall have a representative at the test.

9 2. Report the results of testing to the Owner in writing prior to preparation of the final punchlist
10 inspection.

11 3. Any drains, piping or other components, whether exposed, concealed, below grade, etc., found to be
12 clogged shall be cleared, repaired or replaced as required to restore full drainage capacity. All work
13 shall be performed by the Contractor at no additional cost to the Owner, including patching, repair or
14 replacement of any materials, finishes, landscaping, etc., disturbed in gaining access to drainage
15 components.

16
17 1.04 ROOF DRAIN PROTECTION

18
19 A. Contractor is to make every effort to prevent materials from entering roof drains. Contractor is to install roof
20 rain filters prior to removal of any roof materials.

21
22 B. All debris is to be cleaned away from drains at the end of each day.

23
24 PART 2 - PRODUCTS

25
26 2.01 ROOF DRAIN FILTERS

27
28 A. Tiddy Gutter DF100001 Roof Drain Foam Filter or Equal.

29
30 PART 3 - EXECUTION

31
32 3.01 REPLACEMENT OF WORK

33
34 A. The Contractor shall, within 24 hours after rejection of Work, remove all materials and equipment so rejected
35 and immediately replace said Work, at his cost, to the satisfaction of the Architect. Should the Work of the
36 Owner or other Contractors be damaged by such removal or replacement, the Contractor shall reimburse the
37 Owner or other Contractors for all cost incurred for correcting said damage.

3.02 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions prior to work starting: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.03 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Owner not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Owner's/Owner's written permission.
- C. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

- 1
2 D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on
3 Drawings.
4
5 E. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification
6 of the Contract Documents, submit a request for information to Architect. Include a detailed description of
7 problem encountered, together with recommendations for changing the Contract Documents.
8
9 3.04 CONSTRUCTION LAYOUT
10
11 A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in
12 relation to existing conditions and dimensions. If discrepancies are discovered, notify Architect and Owner
13 promptly.
14
15 3.05 INSTALLATION
16
17 A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as
18 indicated.
19
20 1. Make vertical work plumb and make horizontal work level.
21 2. Where space is limited, install components to maximize space available for maintenance and ease of
22 removal for replacement.
23
24 B. Comply with manufacturer's written instructions and recommendations for installing products in applications
25 indicated.
26
27 C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions
28 required for product performance until Substantial Completion.
29
30 D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in
31 excess of that expected during normal conditions of occupancy.
32
33 E. Tools and Equipment: Only use the best quality tools and equipment with proper attenuations for the latest
34 acceptable sound levels.
35
36 F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place,
37 accurately located and aligned with other portions of the Work.
38
39 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed
40 by Architect.
41 2. Allow for building movement, including thermal expansion and contraction.
42
43 G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints
44 for the best visual effect. Fit exposed connections together to form hairline joints.
45
46 H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
47

48 **END OF SECTION 01310**

SECTION 01322 – PHOTOGRAPHIC DOCUMENTATION

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for the following work by the General Contractor (other primes are encouraged to document the site and construction, but not required):

- 1. Preconstruction video or photographs

- B. Related Sections include the following:

- 1. All of Division 1.

1.03 SUBMITTALS

- A. Qualification Data: For photographer.

- B. Videotapes: video the existing conditions prior to start of the project and provide TCNJ with a copy of the video.

1.04 QUALITY ASSURANCE

- A. Job Project Manager or Superintendent

1.05 Not used.

1.06 USAGE RIGHTS

- A. Obtain and transfer copyright usage rights to the Owner for unlimited reproduction of photographic documentation.

PART 2 – PRODUCTS

2.01 PHOTOGRAPHIC MEDIA

- A. Digital format as agreed to at the project kick off meeting.

PART 3 – EXECUTION

3.01 CONSTRUCTION VIDEOTAPES

- A. Preconstruction: Before starting demolition or construction record, videotape (digital) of Project site, interior and exterior.

- 1. Show protection efforts by the Contractor.

- 2. Show as many existing conditions as possible prior to the start of the work.

END OF SECTION 01322

1 **SECTION 01330 – CONTRACT CLOSEOUT**

2
3 **PART 1 – GENERAL**

4
5 **1.01 DEFINITION**

- 6
7 A. Closeout is hereby defined to include general requirements near end of Contract Time, in preparation for final
8 acceptance, final payment, normal termination of Contract, occupancy by Owner and similar actions
9 evidencing completion of the work. Specific requirements for individual units of work are specified in
10 sections of Divisions 2 through 16. Time of closeout is directly related to Substantial Completion, and
11 therefore may be either a single time period for entire work or a series of time periods for individual parts of
12 the work which have been certified as substantially complete at different dates. That time variation, if any,
13 shall be applicable to other provisions of this section.
14
15 B. Substantial completion shall be defined that every material item has been installed. Nothing is missing and
16 therefore, the punch list can begin.
17

18 **1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION**

- 19
20 A. Prior to requesting the Architect's inspection for certification of substantial completion, for either entire work
21 or portions thereof, complete the following and list known exceptions in request:
22
23 1. In progress payment request coincident with or first following date claimed, show either 100%
24 completion for portion of work claimed as substantially complete, or list incomplete items, value of
25 incomplete items, and reasons for being incomplete.
26
27 2. Include supporting documentation for completion as indicated in these Contract Documents.
28 a. Prepare a list of items to be completed and corrected (punch list), the value of items on the
29 list, and reasons why the Work is not complete.
30
31 3. Submit statement showing accounting of changes to the Contract Sum.
32 4. Advise Owner of pending insurance change over requirements.
33 5. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final
34 certifications and similar documents.
35 6. All fire sprinklers, devices, alarm system, roofing system, doors, insulation, etc. requiring FM
36 Research approval to submit certification from Factory Mutual.
37 7. Obtain and submit releases enabling Owner's full and unrestricted use of the work and access to
38 services and utilities, including occupancy permits, operating certificates, and similar releases.
39 8. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner obtaining a
40 signed receipt of materials delivered. Refer to individual work sections for required quantities of spare
41 parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be
42 submitted.
43 9. Complete start up testing of systems, and instructions of Owner's operating/maintenance personnel.
44 Discontinue, or change over, and remove from project site temporary facilities and services, along with
45 construction tools and facilities, mockups, and similar elements.
46 10. Complete final clean up requirements.
47 11. Touch up and otherwise repair and restore marred exposed finishes.
48 12. Inspection: Submit a written request for inspection for Substantial Completion to Project Manager.
49 On receipt of request, Architect and Project Manager will either proceed with inspection or notify
50 Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial
51 Completion after inspection, the Project Manager will notify Contractor of items, either on
52 Contractor's list or additional items identified by Architect that must be completed or corrected before
53 certificate will be issued.
54
55

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.
- B. Upon receipt of Contractor's request, the Project Manager and Architect will proceed with substantial completion inspection. Following inspection, the Architect will either prepare the certificate of substantial completion, or advise the Contractor of work which shall be performed prior to issuance of certificate. The work remaining to be performed shall be completed prior to the punch list for final acceptance.
- C. Upon receipt of Contractor's notice that work has been completed, including all punch list items, but excepting incomplete items delayed because of circumstances acceptable to the Project Manager and Architect, the Project Manager and Architect will reinspect the work. Upon completion of reinspection, the Architect will either prepare the certificate of final acceptance or advise the Contractor of work not completed or obligations not fulfilled as required for final acceptance.
- D. In the event that the work is not completed or obligations are not fulfilled as required for final acceptance and the Architect/CM is required to reinspect the work more often than the two inspections described, the Contractor shall compensate the Architect and/or the Project Manager at the rate of \$500.00 for each additional site visit required for reinspections. The compensation shall be processed by change order as a deduction to the Contractor's Contract Sum, which amount will be paid to the Architect or Project Manager by the Owner, through a change order as an addition to the Architect's or Project Manager's Contract Sum.
- E. **Substantial Completion shall be defined for this project that every element of the project/construction and the contract, based on the contract and amended drawings and specification sections, are installed and the building is deemed complete, less repairs and/or touch up type work that would be generally referred to as punchlist work. If any components of the building, or site work associated with this contract are not installed, the project cannot be deemed substantially completed.**
- 1.03 PREREQUISITES TO FINAL ACCEPTANCE
- A. Prior to requesting Project Manager and Architect's final inspection for certification of final acceptance and final payment, complete the following and list known exceptions, in request:
1. Submit final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 2. Submit release of liens for all subcontractors.
 3. Submit Contractor's statement that his final application, as presented, is the final bill and no other claims will be presented.
 4. Submit updated final statement, accounting for additional changes to Contract Sum including change orders and allowances.
 5. Submit certified copy of Architect's final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by Architect.
 6. Submit one set of record documents, bound copies of maintenance/operating manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.
 7. Complete final clean up requirements.
 8. Touch up and otherwise repair and restore marred exposed finishes.
 9. Submit notarized consent of surety to final payment.
 10. Submit final liquidated damages settlement statement, if required, acceptable to Project Manager and the Owner.
 11. Revise and submit evidence of final, continuing insurance coverage complying with insurance requirements.

12. A letter from the Owner's representative certifying that he has been properly instructed in the operation and maintenance of equipment by the Contractor.
 13. 10% one year Maintenance Bond.
 14. Underwriter's Certificate or Electrical Sub Code Official's Approval.
 15. Fire Alarm Certification and Description - NFPA form 72C including local County of Chester.
 16. HVAC Contractor to submit certified balancing report.
 17. Final acceptance by Architect of record documents
- B. Except as otherwise indicated or requested by Project Manager/Architect, remove temporary protection devices and facilities that were installed during course of the work to protect previously completed work during remainder of construction period.
- 1.04 CLEAN UP
- A. Remove waste materials from site and dispose of in a lawful manner.
- PART 2 - PRODUCTS
- NOT APPLICABLE
- PART 3 - EXECUTION
- 3.01 CLEANING
- A. Where extra materials of value remaining after completion of associated work have become Owner's property, dispose of these to Owner's best advantage as directed.
- B. After Substantial Completion of the Work, each Contractor shall do the final cleaning of the surfaces of his installations as may be required by the various Specification sections.
- C. After each Contractor has cleaned their work, The General Contractor shall engage a professional cleaning service to perform final cleaning of the work consisting of cleaning each surface or unit to normal clean condition. Comply with manufacturer's instructions for cleaning operations and chemicals. The following are examples, but not by way of limitation, of cleaning levels required:
1. Remove labels that are not required as permanent labels.
 2. Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing substances that are noticeable as vision obscuring materials. Replace broken glass and damaged transparent materials.
 3. Clean exposed exterior and interior hard surfaced finishes, to a dirt free condition, free of dust, stains, films and similar noticeable distracting substances. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective conditions.
 4. Wipe surfaces of mechanical and electrical equipment clean, including elevator equipment and similar equipment; remove excess lubrication and other substances.
 5. Remove debris and surface dust from limited access spaces including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics and similar spaces.
 6. Vacuum and clean carpeted surfaces and similar soft surfaces.
 7. Clean light fixtures and lamps to function with full efficiency.
 8. Clean and wax or polish all hard floors following manufacturer's instructions.
 9. Clean all window surfaces inside and outside.
 10. Perform final cleaning in, on and around all casework, sinks, toilets fixtures, etc.
 11. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 12. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.

13. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 14. Remove tools, construction equipment, machinery, and surplus material from Project site.
 15. Remove snow and ice to provide safe access to building.
 16. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 17. Sweep concrete floors broom clean.
 18. Replace parts subject to unusual operating conditions.
 19. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 20. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 21. Clean ducts, blowers, and coils if units were operated without filters during construction.
 22. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 23. Leave Project clean and ready for occupancy.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.
- 3.02 RECORD DOCUMENTS (Refer to Section 01340, project requirements for submitting Record Documents)
- 3.03 REMOVE TEMPORARY FACILITIES
- A. At the completion of the work prior to final payment, remove all temporary facilities entirely from site, including, but not limited to, the following: Field offices, trailers, shanties, sheds, job telephone, temporary toilets, temporary enclosures, dust barriers and other temporary protection devices.
- END OF SECTION 01330**

1 **SECTION 01340 - PROJECT RECORD DOCUMENTS**

2
3 **PART 1 - GENERAL**

4
5 **1.01 SUMMARY**

6
7 **A. Section Includes:**

- 8
9 1. Project record documents consisting of:
10 a. Record drawings.
11 b. Record project manual (specifications).
12

13 **1.02 SUBMITTALS**

14
15 **A. Project Record Documents: Submit after substantial completion, but prior to final completion.**

- 16
17 1. Record drawings: Submit in form of opaque prints.
18 a. Sets shall include all drawings, whether changed or not.
19 2. Other record documents: Submit originals or good quality photocopies.
20 3. Each Sub contractor is responsible for their respective trade, record documents and record drawings.
21 Combine with General Contractor record drawing documents for a complete set.
22

23 **PART 2 - PRODUCTS**

24
25 **(NOT USED)**

26
27 **PART 3 - EXECUTION**

28
29 **3.01 MAINTENANCE OF PROJECT RECORD DOCUMENTS**

- 30
31 **A. Do not use record documents of any type for construction purposes.**
32
33 **B. Maintain record documents in a secure location at the site while providing for access by the contractor and the**
34 **architect during normal working hours; store in a fire-resistive room or container outside of normal working**
35 **hours.**
36
37 **C. Record information as soon as possible after it is obtained.**
38
39 **D. Assign a person or persons responsible for maintaining record documents.**
40
41 **E. Record the following types of information on all applicable record documents:**
42
43 1. Dimensional changes.
44 2. New and revised details.
45 3. Revisions to electrical circuits.
46 4. Locations of utilities concealed in construction.
47 5. Particulars on concealed products which will not be easy to identify later.
48 6. Changes made by modifications to the contract; note identification numbers if applicable.
49 7. New information which may be useful to the owner, but which was not shown in either the contract
50 documents or submittals.
51

52 **3.02 RECORD DRAWINGS**

- 53
54 **A. Maintain a complete set of opaque prints of the contract drawings, marked to show changes.**
55 **B. Where the actual work differs from that shown on the drawings, mark this set to show the actual work.**

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 - 54.
1. Mark location of concealed items before they are covered by other work.
 2. Mark either record contract drawings or shop drawings, whichever are best suited to show the change.
- C. When the contractor is required by a provision of a modification to prepare a new drawing, rather than to revise existing drawings, obtain instructions from the architect as to the drawing scale and information required.
- D. Keep drawings in labeled, bound sets.
1. Mark with red pencil.
 2. Mark work of separate contracts with different colors of pencils.
 3. Incorporate new drawings into existing sets, as they are issued.
- E. Where record drawings are also required as part of operation and maintenance data submittals, copy marks to another opaque print obtained from the architect.

3.03 RECORD PROJECT MANUAL

- A. Maintain a complete copy of the project manual, marked to show changes.
- B. Where the actual work differs from that shown in the project manual, mark the record copy to show the actual work.
1. Include a copy of each addendum and modification to the contract.
 2. In addition to the types of information required on all record documents, record the following types of information:
 - a. Product options taken, when the specification allows more than one.
 - b. Proprietary name and model number of actual products furnished, for each product, material, and item of equipment specified.
 - c. Name of the supplier and installer, for each product for which neither a product data submittal nor a maintenance data submittal was specified.

3.04 TRANSMITTAL TO OWNER (through the Architect)

- A. Collect, organize, label, and package ready for reference.
1. Bind print sets with durable paper covers.
 2. Label each document (and each sheet of drawings) with "PROJECT RECORD DOCUMENTS - This document has been prepared using information furnished by _" [insert the contractor's name], and the date of preparation.
- B. Submit to the Project Manager for transmittal to the Architect, unless otherwise indicated.
- C. Submit to the Architect four (4) sets of Operation and Maintenance Manuals in three-ring binders, by volume, and indexed per binder (with one master index) to be transmitted to the Architect/Engineer for approval: All to be submitted at one time, not piece meal. Indexing should follow the specification section numbers.
- Include all inspection/approvals/certifications
 - All approved submittals and cut sheets as well as manufacturer's operation and maintenance manuals for each section.
 - Manuals are to be completed in volumes, three ring binders, starting with Division I and continuing through the last projects Division. The number of volumes is determined by the number of spec section

- 1 the projects has and by the amount of paper/copies for complete sets of three ring binders.
- 2 • List of all contractors and vendors for the project with names, addresses and phone numbers.
- 3
- 4

END OF SECTION 01340

1 **SECTION 01524 – CONSTRUCTION WASTE MANAGEMENT**

2
3 **PART 1 – GENERAL**

4
5 **1.1 RELATED DOCUMENTS**

- 6
7 A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and
8 Division 1 Specification Sections, apply to this Section.
9

10 **1.2 SUMMARY**

- 11
12 A. This Section includes administrative and procedural requirements for the following:

- 13
14 1. Salvaging nonhazardous demolition and construction waste.
15 2. Recycling nonhazardous demolition and construction waste.
16 3. Disposing of nonhazardous demolition and construction waste.
17

- 18 B. Related Sections include the following:

- 19
20 1. All of Division 1 and attached specifications and drawings that make a part of this contract.
21
22

23 **1.3 DEFINITIONS**

- 24
25 A. Construction Waste: Building and site improvement materials and other solid waste resulting from
26 construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
27
28 B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition
29 operations.
30
31 C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or
32 deposit in landfill or incinerator acceptable to authorities having jurisdiction.
33
34 D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
35
36 E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
37

38 **1.4 SUBMITTALS**

- 39
40 A. Waste Management Plan: Submit 4 copies of plan within 30 days of date established for the Notice to Proceed.
41
42 B. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and
43 organizations. Indicate whether organization is tax exempt.
44
45 C. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations.
46 Indicate whether organization is tax exempt.
47
48 D. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling
49 and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
50
51 E. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator
52 facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
53
54
55

1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 1. Review methods and procedures related to waste management including, but not limited to, the following:
 - 1. Review and discuss waste management plan.
 - 2. Review requirements for documenting quantities of each type of waste and its disposition.
 - 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - 5. Review waste management requirements for each trade.

1.6 WASTE MANAGEMENT PLAN

- A. General: Develop plan consisting of waste identification, and waste reduction work plan. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing, and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 - 1. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 2. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 3. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - 4. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 - 5. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement waste management plan as approved by Project Manager. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
 - 1. Comply with Division 1 Section "Temporary Facilities" for operation, termination, and removal requirements.
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 - 1. Distribute waste management plan to entities when they first begin work on-site. Review plan

procedures and locations established for salvage, recycling, and disposal.

- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
2. Comply with Division 1 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Sale and Donation: Not permitted on Project site.

3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to the Contractor.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 3. Stockpile materials away from construction area.
 4. Store components off the ground and protect from the weather.
 5. Remove recyclable waste off Owner's property and transport to recycling receiving or processor.

3.4 RECYCLING DEMOLITION WASTE

- A. Asphaltic Concrete Paving: Break up and transport paving to asphalt-recycling facility.
- B. Concrete: break up and sort rebar as best as possible. Recycle all concrete.
- C. Recycle all metal products from the building before demolition (aluminum, steel etc)
- D. Recycle as much product as possible and provide a complete report to TCNJ to confirm the percentage recycled on the project.

3.5 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 2. Polystyrene Packaging: Separate and bag materials.
 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

1 B. Wood Materials:

- 2
3 1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.

4
5 3.6 DISPOSAL OF WASTE

- 6
7 A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials
8 from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having
9 jurisdiction.

- 10
11 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
12 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

- 13
14 B. Burning: Do not burn waste materials on site.

- 15
16 C. Burying: Do not bury waste materials on site.

- 17
18 D. Disposal: Transport waste materials off Owner's property and legally dispose of them.

- 19
20 E. Washing waste materials into sewers or drains is not permitted.

21
22 **END OF SECTION 01524**

SECTION 09 50 00

Acoustical Ceilings

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general conditions of Contract, including General and Supplementary Conditions and Divisions-1 Specification sections apply to work of this section.

1.2 SUMMARY

A. Section Includes

1. Acoustical ceiling panels
2. Exposed grid suspension system
3. Wire hangers, fasteners, main runners, cross tees, and wall angle moldings
4. Perimeter Trim

C. Alternates

1. Prior Approval: Unless otherwise provided for in the Contract documents, proposed product substitutions may be submitted no later than TEN (10) working days prior to the date established for receipt of bids. Acceptability of a proposed substitution is contingent upon the Owner's review of the proposal for acceptability and approved products will be set forth by the Addenda. If included in a Bid are substitute products that have not been approved by Addenda, the specified products shall be provided without additional compensation.
2. Submittals that do not provide adequate data for the product evaluation will not be considered. The proposed substitution must meet all requirements of this section, including but not necessarily limited to, the following: Single source materials suppliers (if specified in Section 1.5); Underwriters' Laboratories Classified Acoustical performance; Panel design, size, composition, color, and finish; Suspension system component profiles and sizes; Compliance with the referenced standards.

1.3 REFERENCES

A. American Society for Testing and Materials (ASTM):

1. ASTM A 1008 Standard Specification for Steel, Sheet, Cold Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability
2. ASTM A 641 Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire
3. ASTM A 653 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process
4. ASTM C 423 Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method
5. ASTM C 635 Standard Specification for Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings

6. ASTM C 636 Recommended Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels
 7. ASTM D 3273 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber
 8. ASTM E 84 Standard Test Method for Surface Burning Characteristics of Building Materials
 9. ASTM E 119 Standard Test Methods for Fire Tests of Building Construction and Material
 - A. Armstrong Fire Guard Products
 10. ASTM E 580 Installation of Metal Suspension Systems in Areas Requiring Moderate Seismic Restraint
 11. ASTM E 1111 Standard Test Method for Measuring the Interzone Attenuation of Ceilings Systems
 12. ASTM E 1414 Standard Test Method for Airborne Sound Attenuation Between Rooms Sharing a Common Ceiling Plenum
 13. ASTM E 1264 Classification for Acoustical Ceiling Products
- B. International Building Code
- C. ASHRAE Standard 62.1-2004, Ventilation for Acceptable Indoor Air Quality
- D. NFPA 70 National Electrical Code
- E. ASCE 7 American Society of Civil Engineers, Minimum Design Loads for Buildings and Other Structures
- F. International Code Council-Evaluation Services - AC 156 Acceptance Criteria for Seismic Qualification Testing of Non-structural Components
- G. International Code Council-Evaluation Services Report - Seismic Engineer Report
1. ESR 1308 - Armstrong Suspension Systems
- H. International Association of Plumbing and Mechanical Officials - Seismic Engineer Report
1. 0244 - Armstrong Single Span Suspension System
- I. California Department of Public Health CDPH/EHLB Emission Standard Method Version 1.1 2010
- J. LEED - Leadership in Energy and Environmental Design is a set of rating systems for the design, construction, operation, and maintenance of green buildings
- K. International Well Building Standard
- L. Mindful Materials
- M. Living Building Challenge
- N. U.S. Department of Agriculture BioPreferred program (USDA BioPreferred).

1.4 SYSTEM DESCRIPTION

Continuous/Wall-to-Wall

1.5 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data for each type of acoustical ceiling unit and suspension system required.
- B. Samples: Minimum 6 inch x 6 inch samples of specified acoustical panel.
- C. Shop Drawings: Layout and details of acoustical ceilings show locations of items that are to be coordinated with, or supported by the ceilings.
- D. Acoustical Certifications: Manufacturer's certifications that products comply with specified requirements, including laboratory reports showing compliance with specified tests and standards. For acoustical performance, each carton of material must carry an approved independent laboratory classification of NRC, CAC, and AC.
 - a. If the material supplied by the acoustical subcontractor does not have an Underwriter's Laboratory classification of acoustical performance on every carton, subcontractor shall be required to send material from every production run appearing on the job to an independent or NVLAP approved laboratory for testing, at the architect's or owner's discretion. All products not conforming to manufacturer's current published values must be removed, disposed of and replaced with complying product at the expense of the Contractor performing the work.

1.6 SUSTAINABLE MATERIALS

- A. Transparency: Manufacturers will be given preference when they provide documentation to support sustainable requirements for the following: Material ingredient transparency, Removal of Red List Ingredients per LBCV3, Life Cycle impact information, Low-Emitting Materials, and Clean Air performance.
 - 1. Health Product Declaration. The end use product has a published, complete Health Product Declaration with disclosure at a minimum of 1000ppm of known hazards in compliance with the Health Product Declaration open Standard.
 - 2. Declare Label. The end use product has a published Declare label by the International Living Future Institute with disclosure of 100 ppm with a designation of Red List Free or Compliant (less than 1% proprietary ingredients).
 - 3. Low Emitting products with VOC emissions data. Preference will also be given to manufacturers that can provide emissions data showing their products meet CDHP Standard Method v1.1 (Section 01350).
 - 4. Life cycle analysis. Products that have communicated lifecycle data through Environmental Product Declarations (EPDs) will be preferred.
 - 5. End of Life Programs/Recycling: Where applicable, manufacturers that provide the option for recycling of their products into new products at end-of-life through take-back programs will be preferred.

1.7 QUALITY ASSURANCE

- A. Single-Source Responsibility: Provide acoustical panel units and grid components by a single manufacturer.
 - 1. Fire Performance Characteristics: Identify acoustical ceiling components with appropriate markings of applicable testing and inspecting organization.
 - 2. Surface Burning Characteristics: As follows, tested per ASTM E 84 and complying with ASTM E 1264 Classification.
 - 3. Fire Resistance: As follows tested per ASTM E119 and listed in the appropriate floor or roof design in the Underwriters Laboratories Fire Resistance Directory
- B. Acoustical Panels: As with other architectural features located at the ceiling, may obstruct or skew the planned fire sprinkler water distribution pattern through possibly delay or accelerate the activation of the sprinkler or fire detection systems by channeling heat from a fire either toward or away from the device. Designers and installers are advised to consult a fire protection engineer, NFPA 13, or their local codes for guidance where automatic fire detection and suppression systems are present.
- C. Coordination of Work: Coordinate acoustical ceiling work with installers of related work including, but not limited to building insulation, gypsum board, light fixtures, mechanical systems, electrical systems, and sprinklers.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver acoustical ceiling units to project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical ceiling units, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical ceiling units carefully to avoid chipping edges or damaged units in any way.

1.10 ALTERNATE CONSTRUCTION WASTE DISPOSAL

- A. Ceiling material being reclaimed must be kept dry and free from debris.
- B. Contact the Armstrong Recycle Center a consultant will verify the condition of the material and that it meets the Armstrong requirements for recycling. The Armstrong consultant will provide assistance to facilitate the recycling of the ceiling.

1.11 WARRANTY

- A. Acoustical Panel: Submit a written warranty executed by the manufacturer, agreeing to repair or replace panels that fail within the warranty period. Failures include, but are not limited to the following:
 - 1. Acoustical Panels: Sagging and warping

B. Warranty Period:

1. Acoustical panels: Ten (10) years from date of substantial completion

C. The Warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under the requirements of the Contract Documents.

1.12 MAINTENANCE

A. Extra Materials: Deliver extra materials to Owner. Furnish extra materials described below that match products installed. Packaged with protective covering for storage and identified with appropriate labels.

1. Acoustical Ceiling Units: Furnish quality of full-size units equal to 5.0 percent of amount installed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Ceiling Panels:

1. Armstrong World Industries, Inc.

B. Suspension Systems:

1. Existing to remain

C: Perimeter Systems

1. Existing to remain

2.2.1 ACOUSTICAL CEILING UNITS

A. Acoustical Panels: BOD Armstrong Health Zone Ultima

1. Surface Texture: Fine
2. Composition: Mineral Fiber
3. Color: White
4. Size: 24 in x 48 in
5. Edge Profile: Square edged 15/16 in for interface with existing Exposed Tee grid.
6. Noise Reduction Coefficient(NRC): ASTM C 423; Classified with UL label on product carton 0.70
7. Ceiling Attenuation Class (CAC) : ASTM C 1414; Classified with UL label on product carton 38
8. Sabin:N/A
9. Articulation Class (AC):
10. Flame Spread: ASTM E 1264; Class A (UL)

11. Light Reflectance (LR) White Panel: ASTM E 1477; 0.86
12. Dimensional Stability: HumiGuard Plus
13. Recycle Content: Post-Consumer - 0% Pre-Consumer - 76%
14. Material Ingredient Transparency: Health Product Declaration (HPD); Declare Label
15. Life Cycle Assessment: Third Party Certified Environment Product Declaration (EPD)
16. Acceptable Product: ULTIMA Health Zone, 1936 No added formaldehyde as manufactured by Armstrong World Industries

PART 3 - EXECUTION

3.1 EXAMINATION

A. Do not proceed with installation until all wet work such as concrete, terrazzo, plastering and painting has been completed and thoroughly dried out, unless expressly permitted by manufacturer's printed recommendations.

3.2 PREPARATION

A. Measure each ceiling area and establish layout of acoustical units to balance border widths at opposite edges of each ceiling. Avoid use of less than half width units at borders, and comply with reflected ceiling plans. Coordinate panel layout with mechanical and electrical fixtures.

B. Coordination: Furnish layouts for preset inserts, clips, and other ceiling anchors whose installation is specified in other sections.

1. Furnish concrete inserts and similar devices to other trades for installation well in advance of time needed for coordination of other work.

3.3 INSTALLATION

A. Follow manufacturer installation instructions.

B. Install suspension system and panels in accordance with the manufacturer's instructions, and in compliance with ASTM C 636 and with the authorities having jurisdiction.

C. Suspend main beam from overhead construction with hanger wires spaced 4'-0" on center along the length of the main runner. Install hanger wires plumb and straight.

D. Install wall moldings at intersection of suspended ceiling and vertical surfaces. Miter corners where wall moldings intersect or install corner caps.

E. For reveal edge panels: Cut and reveal or rabbet edges of ceiling panels at border areas and vertical surfaces.

F. Install acoustical panels in coordination with suspended system, with edges resting on flanges of main runner and cross tees. Cut and fit panels neatly against abutting surfaces. Support edges by wall moldings.

3.4 ADJUSTING AND CLEANING

A. Replace damaged and broken panels.

B. Clean exposed surfaces of acoustical ceilings, including trim, edge moldings, and suspension members. Comply with manufacturer's instructions for cleaning and touch up of minor finish damage. Remove any ceiling products that cannot be successfully cleaned and or repaired. Replace with attic stock or new product to eliminate evidence of damage.

C. Before disposing of ceilings, contact the Armstrong Recycling Center at 877-276-7876, select option #1 then #8 to review with a consultant the condition and location of building where the ceilings will be removed. The consultant will verify the condition of the material and that it meets the Armstrong requirements for recycling. The Armstrong consultant will provide assistance to facilitate the recycle of the ceiling.

END OF SECTION 09 50 00

SECTION 096723 - RESINOUS FLOORING**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. This Section includes one resinous flooring system, one with epoxy body.
 - 1. Application Method: Metal, power or hand troweled.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include manufacturer's technical data, application instructions, and recommendations for each resinous flooring component required.
- B. Samples for Verification: For each resinous flooring system required, 5 inches (150 mm) square, applied to a rigid backing.
- C. Product Schedule: Use resinous flooring designations indicated in Part 2 and room designations indicated on Drawings in product schedule.
- D. Installer Certificates: Signed by manufacturer certifying that installers comply with specified requirements.
- E. Maintenance Data: For resinous flooring to include in maintenance manuals.

1.4 QUALITY ASSURANCE

- A. No request for substitution shall be considered that would change the generic type of floor system specified (i.e. epoxy mortar based system). Equivalent materials of other manufactures may be substituted only on approval of Architect or Engineer. Request for substitution will only be considered only if submitted 10 days prior to bid date. Request will be subject to specification requirements described in this section.
- B. Installer Qualifications: Engage an experienced installer (applicator) who is experienced in applying resinous flooring systems similar in material, design, and extent to those indicated

for this Project, whose work has resulted in applications with a record of successful in-service performance, and who is acceptable to resinous flooring manufacturer.

1. Engage an installer who is certified in writing by resinous flooring manufacturer as qualified to apply resinous flooring systems indicated.
 2. Contractor shall have completed at least 10 projects of similar size and complexity.
- C. Source Limitations: Obtain primary resinous flooring materials, including primers, resins, hardening agents, grouting coats, and topcoats, through one source from a single manufacturer, with not less than ten years of successful experience in manufacturing and installing principal materials described in this section. Provide secondary materials, including patching and fill material, joint sealant, and repair materials, of type and from source recommended by manufacturer of primary materials.
- D. Manufacturer Field Technical Service Representatives: Resinous flooring manufacture shall retain the services of Field Technical Service Representatives who are trained specifically on installing the system to be used on the project.
1. Field Technical Services Representatives shall be employed by the system manufacture to assist in the quality assurance and quality control process of the installation and shall be available to perform field problem solving issues with the installer.
- E. Mockups: Apply mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
1. Apply full-thickness mockups on 48-inch- (1200-mm-) square floor area selected by Architect.
 - a. Include 48-inch (1200-mm) length of integral cove base.
 2. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- F. Pre-installation Conference:
1. General contractor shall arrange a meeting not less than thirty days prior to starting work.
 2. Attendance:
 - a. General Contractor
 - b. Architect/Owner's Representative.
 - c. Manufacturer/Installer's Representative.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages and containers, with seals unbroken, bearing manufacturer's labels indicating brand name and directions for storage and mixing with other components.

- B. Store materials to prevent deterioration from moisture, heat, cold, direct sunlight, or other detrimental effects. Store material per product data sheet.
- C. All materials used shall be factory pre-weighed and pre-packaged in single, easy to manage batches to eliminate on site mixing errors. No on site weighing or volumetric measurements allowed.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with resinous flooring manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting resinous flooring application.
 - 1. Maintain material and substrate temperature between 65 and 85 deg F (18 and 30 deg C) during resinous flooring application and for not less than 24 hours after application.
- B. Lighting: Provide permanent lighting or, if permanent lighting is not in place, simulate permanent lighting conditions during resinous flooring application.
- C. Close spaces to traffic during resinous flooring application and for not less than 24 hours after application, unless manufacturer recommends a longer period.
- D. Concrete substrate shall be properly cured. A vapor barrier must be present for concrete subfloors on or below grade. Otherwise, an osmotic pressure resistant grout must be installed prior to the resinous flooring

1.7 WARRANTY

- A. Manufacturer shall furnish a single, written warranty covering both material and workmanship for a period of (1) full years from date of installation, or provide a joint and several warranty signed on a single document by material manufacturer and applicator jointly and severally warranting the materials and workmanship for a period of (1) full year from date of installation. A sample warranty letter must be included with bid package or bid may be disqualified.

PART 2 - PRODUCTS

2.1 RESINOUS FLOORING

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include,
 - 1. Build of Broadcast or liquid rich type systems will not be accepted, and will result in a disqualification from bid.
- B. Acceptable Manufactures,
 - 1. Stonhard Basis of design.

- C. Products: Subject to compliance with requirements:
1. Stonhard, Inc.; Stonclad GS®. With top coat Stonkote GS4.
- D. System Characteristics:
1. Color and Pattern: Choose from Mfg. Standards
 2. Wearing Surface: Standard smooth.
 3. Integral Cove Base: TBD
 4. Overall System Thickness: nominal 1/4"
- E. System Components: Manufacturer's standard components that are compatible with each other and as follows:
1. Primer:
 - a. Material Basis: Stonhard Standard Primer
 - b. Resin: Epoxy
 - c. Formulation Description: (2) two component, 100 percent solids.
 - d. Application Method: Squeegee and roller.
 - e. Number of Coats: (1) one.
 2. Mortar Base:
 - a. Material design basis: Stonclad GS
 - b. Resin: Epoxy.
 - c. Formulation Description: (3) three component, 100 percent solids.
 - d. Application Method: Metal Trowel.
 - 1) Thickness of Coats: nominal 1/4 inch (6.4 mm).
 - 2) Number of Coats: One.
 - e. Aggregates: Pigmented Blended aggregate.
 3. Top Coat:
 - a. Material design basis: Stonkote GS4
 - b. Resin: Epoxy.
 - c. Formulation Description: (2) two component 100 percent solids.
 - d. Type: pigmented.
 - e. Finish: standard.
 - f. Number of Coats: one.

Note: Components listed above are the basis of design intent; all bids will be compared to this standard including resin chemistry, color, wearing surface, thickness, and installation procedures, including number of coats. Contractor shall be required to comply with all the requirements of the Specifications and all of the components required by the Specifications, whether or not such products are specifically listed above.

- F. System Physical Properties: Provide resinous flooring system with the following minimum physical property requirements when tested according to test methods indicated:
1. Compressive Strength: 10,000 psi after 7 days per ASTM C 579.
 2. Tensile Strength: 1,750 psi per ASTM C 307.

3. Flexural Strength: 4,000 psi per ASTM C 580.
4. Water Absorption: < 1% per ASTM C 413.
5. Impact Resistance: > 160 in. lbs. per ASTM D 2794.
6. Flammability: Class 1 per ASTM E-648.
7. Hardness: .85 to .90, Shore D per ASTM D 2240.
8. Flexural Modulus of Elasticity: 2.0×10^6 psi per ASTM C-580
9. Thermal Coefficient of Linear Expansion: 1.4×10^{-5} in./in.°F per ASTM C-531

2.2 ACCESSORY MATERIALS

- A. Patching, Leveling and Fill Material: Resinous product of or approved by resinous flooring manufacturer and recommended by manufacturer for application indicated.
- B. Joint Sealant: Type recommended or produced by resinous flooring manufacturer for type of service and joint condition indicated. Allowances should be included for Stonflex MP7 joint fill material.

PART 3 - EXECUTION

3.1 PREPARATION

- A. General: Prepare and clean substrates according to resinous flooring manufacturer's written instructions for substrate indicated. Provide clean, and dry substrate for resinous flooring application.
- B. Concrete Substrates: Provide sound concrete surfaces free of laitance, glazé, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants incompatible with resinous flooring.
 1. Mechanically prepare substrates as follows:
 - a. Shot-blast surfaces with an apparatus that abrades the concrete surface, contains the dispensed shot within the apparatus, and recirculates the shot by vacuum pickup or Diamond grind with a dust free system.
 2. Repair damaged and deteriorated concrete according to resinous flooring manufacturer's written recommendations.
 3. Verify that concrete substrates meet the following requirements.
 - a. Perform in situ probe test, ASTM F 2170. Proceed with application only after substrates do not exceed a maximum potential equilibrium relative humidity of 85 percent.
 - b. Perform anhydrous calcium chloride test, ASTM F1869. Proceed with application only after substrates have maximum moisture-vapor-emission rate of 6 lb of water/1000 sq. ft. of slab in 24 hours.

- C. Use patching and fill material to fill holes and depressions in substrates according to manufacturer's written instructions.
- D. Treat control joints and other nonmoving substrate cracks to prevent cracks from reflecting through resinous flooring according to manufacturer's written recommendations. Allowances should be included for Stonflex MP7 joint fill material, and CT5 concrete crack treatment.

3.2 APPLICATION

- A. General: Apply components of resinous flooring system according to manufacturer's written instructions to produce a uniform, monolithic wearing surface of thickness indicated.
 - 1. Coordinate application of components to provide optimum adhesion of resinous flooring system to substrate, and optimum intercoat adhesion.
 - 2. Cure resinous flooring components according to manufacturer's written instructions. Prevent contamination during application and curing processes.
 - 3. At substrate expansion and isolation joints, provide joint in resinous flooring to comply with resinous flooring manufacturer's written recommendations.
 - a. Apply joint sealant to comply with manufacturer's written recommendations.
- B. Apply primer where required by resinous system, over prepared substrate at manufacturer's recommended spreading rate.
- C. Integral Cove Base: Stonclad GS mortar, apply cove base mix to wall surfaces before applying flooring. Apply according to manufacturer's written instructions and details including those for taping, mixing, priming, troweling, sanding, of cove base. Round internal and external corners.
 - 1. Integral Cove Base: <TBD> inches high.
- D. Apply metal trowel single mortar coat in thickness indicated for flooring system. Hand or power trowel and grout to fill voids. When cured, sand to remove trowel marks and roughness.
- E. Apply topcoat(s) in number of coats indicated for flooring system and at spreading rates recommended in writing by manufacturer.

3.3 TERMINATIONS

- A. Chase edges to "lock" the flooring system into the concrete substrate along lines of termination.
- B. Penetration Treatment: Lap and seal resinous system onto the perimeter of the penetrating item by bridging over compatible elastomer at the interface to compensate for possible movement.

- C. Trenches: Continue flooring system into trenches to maintain monolithic protection. Treat cold joints to assure bridging of potential cracks.
- D. Treat floor drains by chasing the flooring system to lock in place at point of termination.

3.4 JOINTS AND CRACKS

- A. Treat control joints to bridge potential cracks and to maintain monolithic protection.
- B. Treat cold joints and construction joints and to maintain monolithic protection on horizontal and vertical surfaces as well as horizontal and vertical interfaces.
- C. Vertical and horizontal contraction and expansion joints are treated by installing backer rod and compatible sealant after coating installation is completed. Provide sealant type recommended by manufacturer for traffic conditions and chemical exposures to be encountered.

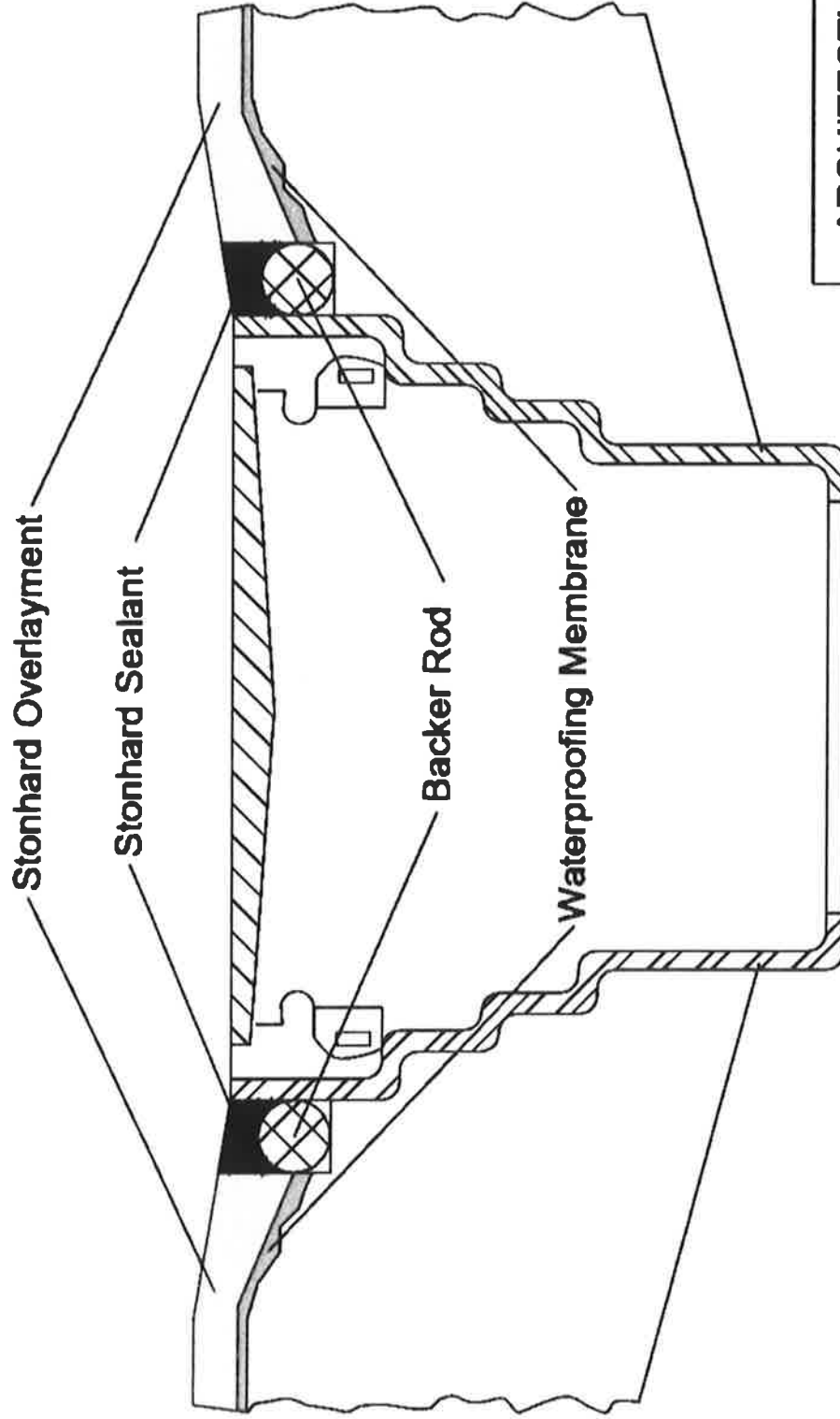
3.5 FIELD QUALITY CONTROL

- A. Material Sampling: Owner may at any time and any numbers of times during resinous flooring application require material samples for testing for compliance with requirements.
 - 1. Owner will engage an independent testing agency to take samples of materials being used. Material samples will be taken, identified, sealed, and certified in presence of Contractor.
 - 2. Testing agency will test samples for compliance with requirements, using applicable referenced testing procedures or, if not referenced, using testing procedures listed in manufacturer's product data.
 - 3. If test results show applied materials do not comply with specified requirements, pay for testing, remove noncomplying materials, prepare surfaces coated with unacceptable materials, and reapply flooring materials to comply with requirements.

3.6 CLEANING, PROTECTING, AND CURING

- A. Cure resinous flooring materials in compliance with manufacturer's directions, taking care to prevent contamination during stages of application and prior to completion of curing process. Close area of application for a minimum of 24 hours.
- B. Protect resinous flooring materials from damage and wear during construction operation. Where temporary covering is required for this purpose, comply with manufacturer's recommendations for protective materials and method of application. General Contractor is responsible for protection.
- C. Cleaning: Remove temporary covering and clean resinous flooring just prior to final inspection. Use cleaning materials and procedures recommended by resinous flooring manufacturer. General contractor responsible for cleaning prior to inspection.

END OF SECTION 096723



ARCHITECTURAL DETAIL

Drain Isolation Detail

Area Drain Isolation with Membrane

STONHARD
ONE PARK AVENUE

MAPLE SHADE

NEW JERSEY 08065

SCALE: NTS

DATE: 06/21/2011

DRAWING NO: DRN.002

DRAW BY: KMB

SECTION 099100

COMMERCIAL PAINTING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Interior and exterior painting, including surface preparation for projects in the United States.

1.2 RELATED SECTIONS

- A. Section 05500 - Metal Fabrications.
- B. Section 06200 - Finish Carpentry.
- C. Section 06400 - Architectural Woodwork.

1.3 REFERENCES

- A. Green Seal Standard GS-11; May 20, 1993.
- B. US Green Building Council, (USGBC) - Green Seal standards for LEED paint credits.
- C. Occupational Safety and Health Act (OSHA) - Safety Standards.
- D. American National Standards Institute (ANSI) - Performance Standards.
- E. Paint Decorating Contractors of America (PDCA) - Application Standard.
- F. National Paint and Coatings Association (NPCA) - Gloss Standard.
- G. American Society for Testing Materials (ASTM) - Testing Methods.
- H. Master Paint Institute (MPI #) - Established paint categories and standards.
- I. Ozone Transmission Commission (OTC) - Established levels of Volatile Organic Compounds.
- J. SCAQMD 1168 - South Coast Air Quality Management District Rule #1168; October 3, 2003.
- K. SSPC (PM1) - Steel Structures Painting Manual, Vol. 1, Good Painting Practice; Society for Protective Coatings; 1993, Third Edition.
- L. SSPC (PM2) - Steel Structures Painting Manual, Vol. 2, Systems and Specifications; Society for Protective Coatings; 1995, Seventh Edition.
- M. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.

1.4 DEFINITIONS

- A. Commercial as used in this Section refers to a product well suited for a commercial application.
- B. DFT as used in this Section refers to the Dry Film Thickness of the coating.

- C. Enamel refers to any acrylic or alkyd (oil) base paint which dries leaving an eggshell, pearl, satin, semi-gloss or high gloss enamel finish.
- D. DTM as used in this Section refers to paint that is applied Direct To Metal.
- E. LEED as used in this Section refers to Leadership in Energy and Environmental Design. Products listed meet LEED criteria for environmentally safe interior primers, paints and coatings.
- F. OTC as used in this Section refers to the Ozone Transmission Commission. OTC has established the following VOC levels for the Northeastern United States. Products shall meet the following OTC limits for VOC's.
 - 1. Interior flat paints: 100 grams per liter or less, per gallon.
 - 2. Interior enamels: 150 grams per liter or less, per gallon.
 - 3. Interior stains: 250 grams per liter or less, per gallon.
 - 4. Interior primers: 200 grams per liter or less, per gallon.
 - 5. Rust preventive coatings: 400 grams per liter or less, per gallon.
 - 6. Dry fog coatings: 400 grams per liter or less, per gallon.
 - 7. Floor coatings: 250 grams per liter or less, per gallon.
- G. Premium as used in this Section refers to the best quality product "top of the line".
- H. VOC as used in this Section refers to Volatile Organic Compounds found in primers, paints, sealers and stains. The level of VOCs appears after each product listed in the Schedule in grams per liter (g/L).
- I. Paints are available in a wide range of sheens or glosses, as measured by a gloss meter from a 60 and/or 85 degree angle from vertical, as a percentage of the amount of light that is reflected. The following terms are used to describe the gloss of our products. The list below is provided for general guidance; refer to the technical data sheet for the actual gloss/sheen level for each product.
 - 1. Flat - Less than 5 Percent.
 - 2. Eggshell - 5 - 20 Percent.
 - 3. Satin - 20 - 35 Percent.
 - 4. Semi-Gloss - 30 - 65 Percent.
 - 5. Gloss - Over 65 Percent.

1.5 SUBMITTALS

- A. Submit under provisions of Section 01300 - Administrative Requirements.
- B. Coordinate with Section 01300 - Administrative Requirements.
- C. LEED Certification Product Data:
 - 1. See Section - Work Covered by Contract Documents.
 - 2. Submittals Required:
 - a. MRc3 Resource Reuse (LEED Form).
 - b. MRc4 Recycled Content (LEED Form).
 - c. MRc5 Local and Regional Materials (LEED Form).
 - d. EQc4.2 Low Emitting Materials - Paint (VOC Certification Letter).
- D. Product Data: Provide a complete list of all products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category.
 - 2. Cross-reference to specified paint system(s) that the product is to be used in; include description of each system.

- E. Samples: Submit three paper samples, 5 inches by 7 inches (127mm x 178mm) in size, illustrating selected colors for each color and system selected with specified coats cascaded.
- F. Manufacturer's Instructions: Indicate special surface preparation procedures.
- G. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: All primary products specified in this section will be supplied by a single manufacturer with a minimum of ten years experience.
- B. Installer Qualifications: All products listed in this section are to be applied by a Painting Contractor with a minimum of five years demonstrated experience in surface preparation and field application of the same type and scope as specified.
- C. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 - 1. Mock-up areas designated by Architect.
 - 2. Do not proceed with remaining work until workmanship, color, and sheen are approved by Architect.
 - 3. Approved mock-up areas will serve as the standard for remaining Work.
 - 4. Refinish mock-up area as required to produce acceptable Work.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.
- C. Disposal:
 - 1. Never pour leftover coating down any sink or drain. Use up material on the job or seal can and store safely for future use.
 - 2. Do not incinerate closed containers.
 - 3. For specific disposal or recycle guidelines, contact the local waste management agency or district. Recycle whenever possible.

1.8 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.9 WARRANTY

- A. Inspection of all surfaces to be coated must be done by the manufacturer's representative to insure proper preparation prior to application. All thinners, fillers, primers and finish coatings shall be from the same manufacturer to support a product warranty. Products other than those submitted shall be accompanied by a letter stating its fitness for use and compatibility.
- B. At project closeout, provide to the Owner or owner's representative an executed copy of the Manufacturer's standard form outlining the terms and conditions of and any exclusions to their Limited Warranty against Manufacturing Defect.

1.10 EXTRA MATERIALS

- A. At project closeout, supply the Owner or owner's representative one gallon of each product for touch-up purposes. Cans shall be clearly marked with color name, number and type of paint.
- B. At project closeout, provide the color mixture name and code to the Owner or owner's representative for accurate future color matching.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Benjamin Moore and Co., which is located at: 101 Paragon Dr ; Montvale, NJ 07645; Toll Free Tel: 866-708-9181; Email: info@benjaminmoore.com; Web: www.benjaminmoore.com
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

2.2 MATERIALS - GENERAL

- A. Volatile Organic Compound (VOC) Content:
 - 1. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D-National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - b. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- B. Compatibility: Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

2.3 MIXING AND TINTING

- A. Except where specifically noted in this section, all paint shall be ready-mixed and pre-tinted. Agitate all paint prior to and during application to ensure uniform color, gloss, and consistency.
- B. Thinner addition shall not exceed manufacturer's printed recommendations. Do not use kerosene or other organic solvents to thin water-based paints.

2.4 HIGH PERFORMANCE INTERIOR PAINT SYSTEMS

- A. CONCRETE - Smooth (Walls and Ceilings, Poured Concrete, Precast Concrete, CMU, Unglazed Brick, Cement Board, Tilt-Up, Cast-In-Place).
 - 1. Latex Systems:
 - a. Semi-Gloss:
 - 1) 1st Coat: Benjamin Moore Ultra Spec Masonry Interior Hi-Build Block Filler
 - 2) 2nd Coat: Benjamin Moore ULTRA SPEC® SCUFF-X® INTERIOR SEMI-GLOSS FINISH
 - 3) 3rd Coat: Benjamin Moore ULTRA SPEC® SCUFF-X® INTERIOR SEMI-GLOSS FINISH

- B. MASONRY - (CMU - Concrete, Split Face, Scored, Smooth, High Density, Low Density, Fluted, Stucco).
1. Latex Systems:
 - a. Semi-Gloss:
 - 1) 1st Coat: Benjamin Moore Ultra Spec Masonry Interior Hi-Build Block Filler
 - 2) 2nd Coat: Benjamin Moore ULTRA SPEC® SCUFF-X® INTERIOR SEMI-GLOSS FINISH
 - 3) 3rd Coat: Benjamin Moore ULTRA SPEC® SCUFF-X® INTERIOR SEMI-GLOSS FINISH
- C. METAL - Non-Ferrous- (Galvanized and Aluminum):
1. Latex Systems:
 - a. Semi-Gloss Finish:
 - 1) 1st Coat: Benjamin Moore Ultra Spec HP Acrylic Metal Primer (HP04)
 - 2) 2nd Coat: Benjamin Moore ULTRA SPEC® SCUFF-X® INTERIOR SEMI-GLOSS FINISH
 - 3) 3rd Coat: Benjamin Moore ULTRA SPEC® SCUFF-X® INTERIOR SEMI-GLOSS FINISH
- D. METAL - (Structural Steel Columns, Joists, Trusses, Beams, Miscellaneous and Ornamental Iron, Structural Iron, Ferrous Metal).
1. Latex Systems:
 - a. Semi-Gloss Finish:
 - 1) 1st Coat: Benjamin Moore Ultra Spec HP Acrylic Metal Primer (HP04) or Super Spec HP Alkyd Metal Primer
 - 2) 2nd Coat: Benjamin Moore ULTRA SPEC® SCUFF-X® INTERIOR SEMI-GLOSS FINISH
 - 3) 3rd Coat: Benjamin Moore ULTRA SPEC® SCUFF-X® INTERIOR SEMI-GLOSS FINISH
- E. WOOD - (Doors, Trim, Partitions, Frames).
1. Latex Systems:
 - a. Semi-Gloss Finish:
 - 1) 1st Coat: Benjamin Moore Ultra Spec 500 Interior Latex Primer (N534) or Fresh Start Multi-Purpose Latex Primer (N023)
 - 2) 2nd Coat: Benjamin Moore ULTRA SPEC® SCUFF-X® INTERIOR SEMI-GLOSS FINISH
 - 3) 3rd Coat: Benjamin Moore ULTRA SPEC® SCUFF-X® INTERIOR SEMI-GLOSS FINISH
- F. DRYWALL - (Walls, Ceilings, Gypsum Board)
1. Epoxy Systems (Water Base):
 - a. Eggshell Finish:
 - 1) 1st Coat: Benjamin Moore Ultra Spec 500 Interior Latex Primer (N534)
 - 2) 2nd Coat: Benjamin Moore ULTRA SPEC® SCUFF-X® INTERIOR SEMI-GLOSS FINISH
 - 3) 3rd Coat: Benjamin Moore ULTRA SPEC® SCUFF-X® INTERIOR SEMI-GLOSS FINISH

PART 3 EXECUTION

3.1 EXAMINATION

- A. The Contractor shall review the product manufacturer's special instructions for surface preparation, application, temperature, re-coat times, and product limitations.
- B. The Contractor shall review product health and safety precautions listed by the manufacturer.
- C. The Contractor shall be responsible for enforcing on site health and safety requirements associated with the Work.
- D. Do not begin installation until substrates have been properly prepared.
- E. Ensure that surfaces to receive paint are dry immediately prior to application.
- F. Ensure that moisture-retaining substrates to receive paint have moisture content within tolerances allowed by coating manufacturer. Where exceeding the following values, promptly notify Architect and obtain direction before beginning work.
 - 1. Concrete and Masonry: 3-5 percent. Allow new concrete to cure a minimum of 28 days.
 - 2. Exterior Wood: 17 percent.
 - 3. Interior Wood: 15 percent.
 - 4. Interior Finish Detail Woodwork, Including Trim, and Casework: 10 percent.
 - 5. Plaster and Gypsum: 15 percent.
 - 6. Concrete Slab-On-Grade: Perform calcium chloride test over 24 hour period or other acceptable test to manufacturer. Verify acceptable moisture transmission and pH levels.
- G. Examine surfaces to receive coatings for surface imperfections and contaminants that could impair performance or appearance of coatings, including but not limited to, loose primer, rust, scale, oil, grease, mildew, algae, or fungus, stains or marks, cracks, indentations, or abrasions.
- H. Correct conditions that could impair performance or appearance of coatings in accordance with specified surface preparation procedures before proceeding with coating application.

3.2 PREPARATION - GENERAL

- A. Clean surfaces thoroughly prior to coating application.
- B. Do not start work until surfaces to be finished are in proper condition to produce finished surfaces of uniform, satisfactory appearance.
- C. Stains and Marks: Remove completely, if possible, using materials and methods recommended by coating manufacturer; cover stains and marks which cannot be completely removed with isolating primer or sealer recommended by coating manufacturer to prevent bleed-through.
- D. Remove Mildew, Algae, and Fungus using materials and methods recommended by coating manufacturer.
- E. Remove dust and loose particulate matter from surfaces to receive coatings immediately prior to coating application.
- F. Remove or protect adjacent hardware, electrical equipment plates, mechanical grilles and louvers, lighting fixture trim, and other items not indicated to receive coatings.

- G. Move or protect equipment and fixtures adjacent to surfaces indicated to receive coatings to allow application of coatings.
- H. Protect adjacent surfaces not indicated to receive coatings.
- I. Prepare surfaces in accordance with manufacturer's instructions for specified coatings and indicated materials, using only methods and materials recommended by coating manufacturer.

3.3 SURFACE PREPARATION

- A. Concrete and Concrete Masonry: Clean surfaces free of loose particles, sand, efflorescence, laitance, form oil, curing compounds, and other substances which could impair coating performance or appearance.
- B. Concrete Floors: Remove contaminants which could impair coating performance or appearance. Verify moisture transmission and alkaline-acid balance recommended by coating manufacturer; mechanically abrade surface to achieve 80-100 grit medium-sandpaper texture.
- C. Existing Coatings:
 - 1. Remove surface irregularities by scraping or sanding to produce uniform substrate for coating application; apply one coat primer of type recommended by coating manufacturer for maximum coating adhesion.
 - 2. If presence of lead in existing coatings is suspected, cease surface preparation and notify Architect immediately.
- D. Gypsum Board: Repair cracks, holes and other surface defects with joint compound to produce surface flush with adjacent surfaces.
- E. Masonry Surfaces - Restored: Remove loose particles, sand, efflorescence, laitance, cleaning compounds and other substances that could impair coating performance or appearance.
- F. Metals - Aluminum, Mill-Finish: Clean and etch surfaces with a phosphoric acid-water solution or water based industrial cleaner. Flush with clean water and allow to dry, before applying primer coat.
- G. Metals - Copper: Clean surfaces with pressurized steam, pressurized water, or solvent washing.
- H. Metals - Ferrous, Unprimed: Remove rust or scale, if present, by wire brush cleaning, power tool cleaning, or sandblast cleaning; remove grease, oil, and other contaminants which could impair coating performance or appearance by solvent cleaning, with phosphoric-acid solution cleaning of welds, bolts and nuts; spot-prime repaired welds with specified primer.
- I. Metals - Ferrous, Shop-Primed: Remove loose primer and rust, if present, by scraping and sanding, feathering edges of cleaned areas to produce uniform flat surface; solvent-clean surfaces and spot-prime bare metal with specified primer, feathering edges to produce uniform flat surface.
- J. Metals - Galvanized Steel (not passivated): Clean with a water-based industrial strength cleaner, apply an adhesion promoter followed by a clean water rinse. Alternately, wipe down surfaces using clean, lint-free cloths saturated with xylene or lacquer thinner; followed by wiping the surface dry using clean, lint-free cloths.
- K. Metals - Galvanized Steel, Passivated: Clean with water-based industrial strength cleaner. After the surface has been prepared, apply recommended primer to a small area. Allow

primer to cure for 7 days, and test adhesion using the "cross-hatch adhesion tape test" method in accordance with ASTM D 3359. If the adhesion of the primer is positive, proceed with a recommended coating system for galvanized metal.

- L. Metals - Stainless Steel: Clean surfaces with pressurized steam, pressurized water, or water-based industrial cleaner.
- M. Plaster: Repair cracks, holes and other surface defects as required to maintain proper surface adhesion. Apply patching plaster or Joint compound and sand to produce surface flush with adjacent undamaged surface. Allow a full cure prior to coating application as recommended by the patching compound manufacturer's recommendations.
- N. Polyvinyl Chloride (PVC) Pipe: remove contaminants and markings with denatured alcohol scuff sand and wipe with solvent for maximum adhesion. Test adhesion before starting the job.
- O. Fiberglass Doors - remove contaminants with cleaning solvent (alcohol) scuff sand and wipe. Test adhesion of primer before starting job.
- P. Textiles - Insulated Coverings, Canvas or Cotton: Clean using high-pressure air and solvent of type recommended for material.
- Q. Wood:
 - 1. Seal knots, pitch streaks, and sap areas with sealer recommended by coating manufacturer; fill nail recesses and cracks with filler recommended by coating manufacturer; sand surfaces smooth.
 - 2. Remove mill marks and ink stamped grade marks.
 - 3. Apply primer coat to back of wood trim and paneling.
- R. Wood Doors: Seal door tops and bottoms prior to finishing.
- S. Wood Doors - Field-Glazed Frames and Sash: Prime or seal glazing channels prior to glazing.

3.4 APPLICATION - GENERAL

- A. Application of primers, paints, stains or coatings, by the Contractor, will serve as acceptance that surfaces were properly prepared in accordance with the manufacturer's recommendation.
- B. Apply each coat to uniform coating thickness in accordance with manufacturer's instructions, not exceeding manufacturer's specified maximum spread rate for indicated surface; thins, brush marks, roller marks, orange-peel, or other application imperfections are not permitted.
- C. Allow manufacturer's specified drying time, and ensure correct coating adhesion, for each coat before applying next coat.
- D. Inspect each coat before applying next coat; touch-up surface imperfections with coating material, feathering, and sanding if required; touch-up areas to achieve flat, uniform surface without surface defects visible from 5 feet (1.5 m).
- E. Remove dust and other foreign materials from substrate immediately prior to applying each coat.
- F. Where paint application abuts other materials or other coating color, terminate coating with a clean sharp termination line without coating overlap.
- G. Where color changes occur between adjoining spaces, through framed openings that are of

same color as adjoining surfaces, change color at outside stop corner nearest to face of closed door.

- H. Re-prepare and re-coat unsatisfactory finishes; refinish entire area to corners or other natural terminations.

3.5 CLEANING

- A. Clean excess coating materials, and coating materials deposited on surfaces not indicated to receive coatings, as construction activities of this section progress; do not allow to dry.
- B. Re-install hardware, electrical equipment plates, mechanical grilles and louvers, lighting fixture trim, and other items that have been removed to protect from contact with coatings.
- C. Reconnect equipment adjacent to surfaces indicated to receive coatings.
- D. Relocate to original position equipment and fixtures that have been moved to allow application of coatings.
- E. Remove protective materials.

3.6 PROTECTION AND REPAIR

- A. Protect completed coating applications from damage by subsequent construction activities until completion of painting project.
- B. Touch-up coatings damaged by subsequent construction activities.

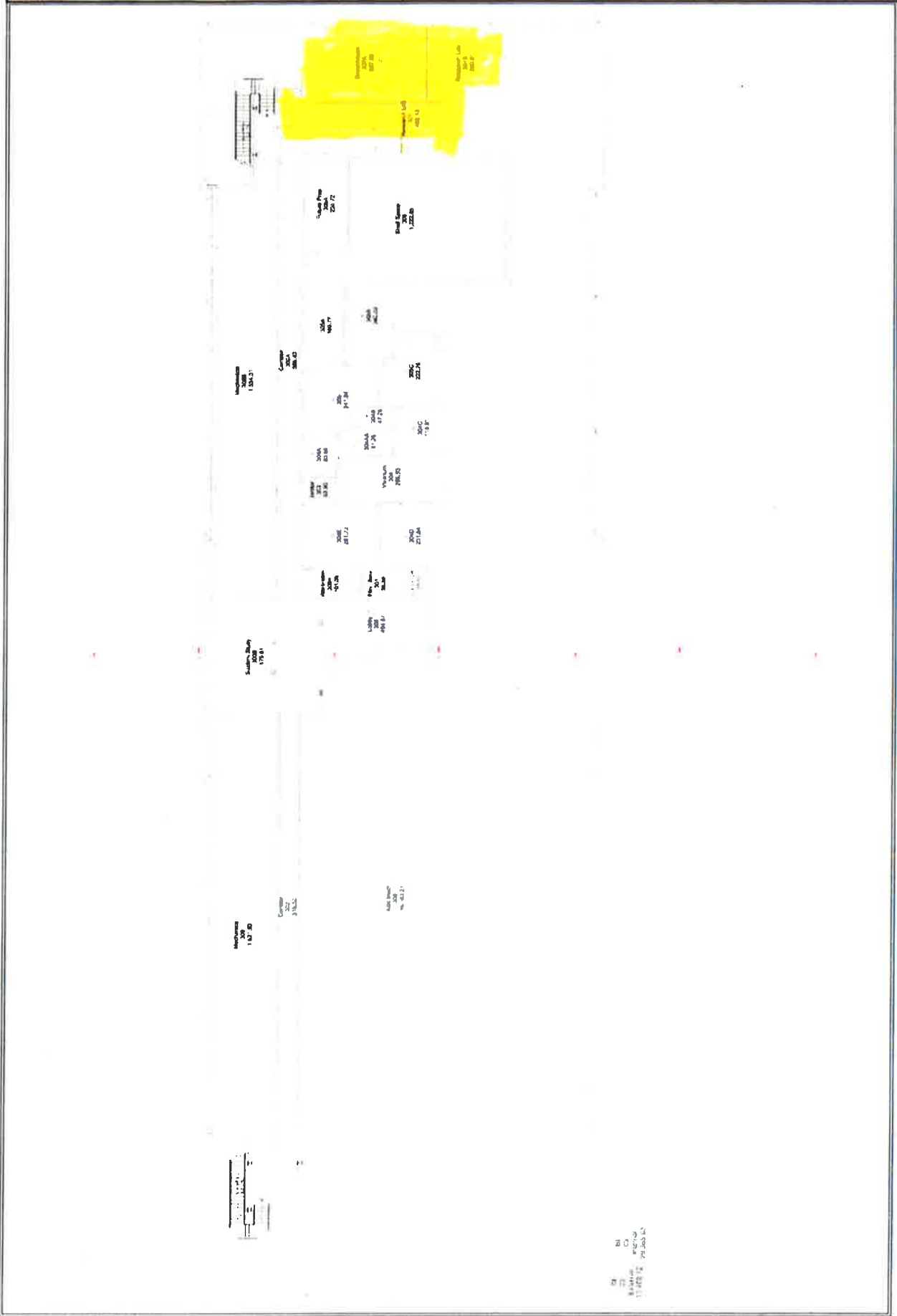
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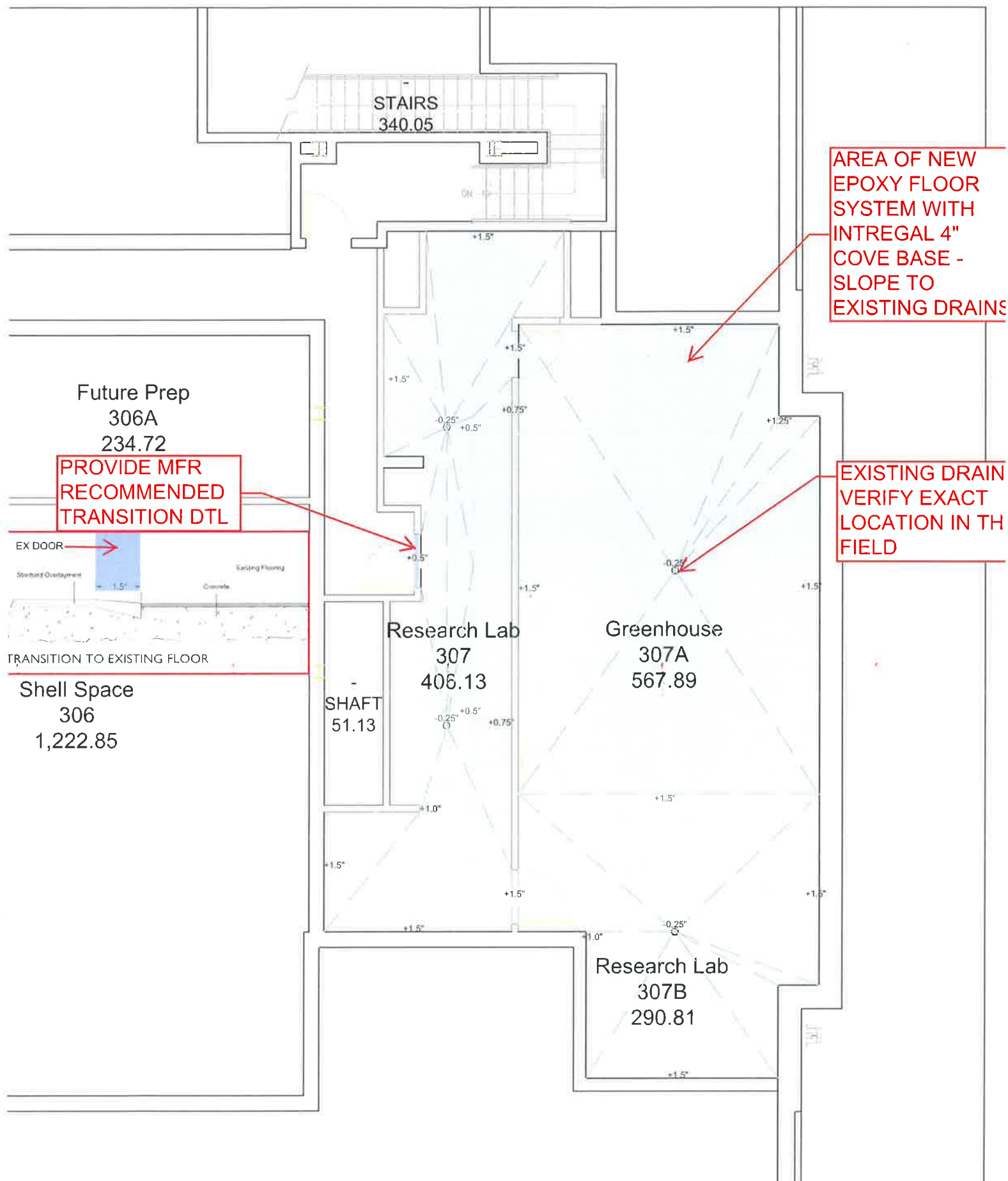
BIOLOGY BUILDING THIRD FLOOR



Room by Department
Campus Planning

Revised September 15, 2019
Scale Not to Scale
Drawn XX
Approved XX
Dwg No. 3005





SK-

3/11/22

PROJECT NAME:

BIOLOGY GREENHOUSE INTERIOR WORK

SHEET NAME:

PLAN



THE COLLEGE OF NEW JERSEY
CAMPUS PLANNING



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: [Biology Greenhouse Interior Repairs] (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:

\$ 1/20th of 1% 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 _____

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/Offeror:

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/Offeror
Description of Activities	
Duration of Engagement	Anticipated Cessation Date
Bidder/Offeror 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: _____



GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

Last Revised May 2021

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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 CG 00 01 12 07 or later occurrence form of insurance including contractual liability with limits of at least **two** million dollars (\$ **2,000,000**) per occurrence, and at least **two** million dollars (\$ **2,000,000**) in the aggregate. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The CGL policy shall also include products/completed operations with limits of at least **one** million (\$ **1,000,000**) in the aggregate. 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 **one** million dollars (\$ **1,000,000**) 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 Insurance with a limit of liability not less than one million dollars (\$1,000,000) bodily injury, each occurrence, one million dollars (\$1,000,000) disease, each employee, and one million dollars (\$1,000,000) disease, aggregate limit.

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 right 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.