



RUNNING TRACK RESURFACING

TCNJ Advertised Bid # AB240007

COVER SHEET

INVITATION TO BID

CONSTRUCTION BID PROPOSAL FORM

GENERAL WORK DESCRIPTION

MILESTONE SCHEDULE

DRAWINGS

MANDATORY DOCUMENTS

CONTRACT

GENERAL CONDITIONS

October 18, 2023



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 **October 18, 2023 in the Trentonian**. Contact person regarding placement of ad is Lauren Manning (609) 771-2894.

**THE COLLEGE OF NEW JERSEY
ADVERTISEMENT FOR BIDS
BID #AB240007**

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 **Running Track Resurfacing** until **2:00 P.M. on the 8th day of November, 2023** 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 **October 18, 2023 via our website** (<https://bids.tcnj.edu/home/construction-projects/>).

A **strongly encouraged pre-bid conference/on-site inspection** is scheduled on **October 23, 2023 at 10:00 A.M.** in Room 103 of the Administrative Services Building, located on The College's Ewing Township, New Jersey campus on Route 31 (Pennington Road).

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

Bidders must be accredited/certified by American Sports Builders Association. No other bids will be accepted without this accreditation.

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.



Bid # AB240007

For: Running Track Resurfacing

Event	Date	Time
Pre-bid Conference and Site Visit at The College of New Jersey's Administrative Services Building, Room 103	10/23/2023	10:00 AM
Question Cut Off Date (Refer to Bid Section # 2 for more information.)	10/25/2023	4:00 PM
Addendum Date (Refer to Bid Section # 2 for more information.)	10/30/2023	11:00 AM
Bid Submission Due Date (Refer to Bid Section # 3 for more information.)	11/8/2023	2:00 PM

Dates are subject to change. All times contained in the Bid refer to Eastern Time.
All changes will be reflected in Addendum to the Bid posted on the College's website.

Bid Issued By:

The College of New Jersey
Office of Finance & Business Services
Purchasing Department
Administrative Services Building, Room 201
2000 Pennington Road
Ewing, NJ 08628
Phone: (609) 771-2894
<https://bids.tcnj.edu/home/construction-projects/>
Assigned Purchasing Contact: Lauren Manning
E-mail: manningl@tcnj.edu

Date Issued: 10/18/2023
Fiscal Year: 2024

Required Procurement Documents & Bidder's Checklist

This bid proposal MUST be received by The College of New Jersey, Purchasing Department before or at 2:00 p.m. on Wednesday, November 8, 2023 at which time responses will be publicly opened and read. Any proposal arriving at the Purchasing Department after the submission due date and time will not be accepted.

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. It is the bidder's responsibility to ensure documents are submitted and that all requirements of the bid solicitation have been met.

Procurement Documentation & Bidder's Checklist		
FORMS, REGISTRATIONS, AND CERTIFICATIONS THAT MUST BE SUBMITTED BY THE BIDDER AT THE TIME OF SUBMISSION. FAILURE TO INCLUDE THE BELOW REQUESTED DOCUMENTATION MAY RESULT IN REJECTION OF BIDDER'S SUBMISSION.		
Required		Vendor's Initials next to each item submitted with proposal
X	Bidder Information	
X	General Agreement including Acknowledgement of Receipt of Addendum (if any issued)	
X	Cost Sheet	
X	Subcontractor Information Page	
X	Small Business, Minority and/or Female-owned Business Reporting	
X	Acknowledgement of Mandatory Equal Employment Opportunity Language for Construction Contracts (NJAC 17:27-1.1 et seq. - P.L. 1975 C.127)	
X	Completed Statement of Ownership Disclosure (N.J.S.A. 52:25-24.2)	
X	Completed Non-Collusion Affidavit	
X	Completed Disclosure of Investment Activities in Iran (N.J.S.A. 52:32-58)	
X	Completed Certification of Non-Involvement in Prohibited Activities in Russia (P.L.2022, c.3)	
X	Completed Vendor Qualification Sheet	
X	Enclosed Certified Check or Bid Bond for ten percent (10%) of the amount of the bid	
X	Copy of Public Works Contractor Registration Certificate for the bidder and disclosed subcontractors (A completed copy of your Certification is not required at time of bid; however, the certificate must be valid at the time of bid.)	
X	Copy of Accreditation/certification by American Sports Builder Association and any other licenses, certifications, and qualifications.	
X	References for track resurfacing projects completed by the contractor	
	Copy of DPMC Notice of Classification and Total Amount of Uncompleted Contracts	
	Copy of latest Experience Modification Rating (EMR Safety Rating). The College requires an average rating over the last 5 years of 1.25 or less.	
FORMS, REGISTRATIONS, AND CERTIFICATIONS THAT MUST BE SUBMITTED BY THE BIDDER PRIOR TO AWARD.		
X	Proof of Affirmative Action Compliance (Initial Project Workforce Report, AA-201)	
X	New Jersey Business Registration Certificate (N.J.S.A. 52:32-44)	
X	Taxpayer Identification Request (W-9 Form)	
X	Certificate of Insurance	

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: AB240007
Bid Due Date: November 8, 2023

Project Name: Running Track Resurfacing

BIDDER INFORMATION

Firm Name:

Telephone Number:

Contact Person:

Fax Number:

Address:

Email Address:

Federal I.D. Number:

SOLICITATION OF CONSTRUCTION BIDS

1. BID PROPOSALS ARE SOLICITED AS FOLLOWS:

- A. Single Bid (Lump Sum) which combines all trades.**
 - 1. The total number and types of trades are set forth in the Specifications.
 - 2. Bidder enters the Bid Price on the line provided on the Cost Sheet.
 - 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:

- A. Prepare existing synthetic track surface for the installation of the Beynon BSS-100 Synthetic Track Resurfacing System as per the attached plans and specifications. See Specifications and Drawings for Details (included in Bid 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”.
 1. Prevailing wage rates apply (Mercer County).
 2. Bid is to remain good for sixty (60) days after the Bid Due Date.

2. 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 manningl@tcnj.edu** and must be received **prior to 4:00 PM EST on October 25, 2023**.
- B. Should any questions be received, a notice will be placed in the newspaper and the addendum or clarification will be available on **October 30, 2023 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.**

3. 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., November 8, 2023**, to The College of New Jersey, Attention: Lauren Manning 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.

4. 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.
- F. Contractor shall provide a Maintenance Bond at job completion for a period of one year for 100% of the final contract price.

5. 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.

1. The electrical contractor or subcontractor as applicable shall have a valid electrical license. (An electrical license is not required when the work is below 110Volt)
 2. The plumbing contractor or subcontractor as applicable shall have a valid plumbing license.
 3. The HVACR contractor or subcontractor as applicable shall have a valid HVACR license.
 4. The asbestos abatement contractor or subcontractor as applicable shall have a valid asbestos abatement license.
- 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.
- C. Bidders are required to be accredited/certified by American Sports Builders Association.**
- D. Bidders are required to have installed 10 polyurethane running tracks, of which five (5) must be colleges or universities. Please provide these references.**

6. 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.

7. CERTIFICATE OF INSURANCE

- A.** The bidder is required to submit proof of liability insurance in accordance with The College's contract.

8. 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.

9. 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.

10. BID COMPLIANCE

- A.** 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

- B. 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.
- C. Bids shall include all costs of any nature necessary to complete the project in the manner and within the time required by the contract.
- D. The College reserves the right to require bidders to provide a schedule of values of their lump sum bid price upon request.
- E. 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.
- F. Before submitting a 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.
- G. 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.
- H. It is understood and agreed that all prices quoted are firm and not subject to any increase during the life of the contract.
- I. 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.
- J. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. APPLICABLE LAWS: 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.

- A. **SET ASIDE PROGRAM FOR SMALL BUSINESS ENTERPRISE (SBE):** It is the policy of the State entities that small business enterprises ("SBE") as determined and defined by the State of New Jersey, Division of Revenue and Enterprise Services ("Division") in the Department of the Treasury (N.J.A.C.17:13-1.2) have the opportunity to compete for and participate in the performance of contracts and subcontract for construction and for the purchase of goods and services. The State further requires that its contractors/vendors agree to take all necessary and responsible steps, in accordance with N.J.S.A. 52:32-17 et seq. and N.J.A.C. 17:13-1 et seq. to ensure that SBE's have these opportunities, as an aid in meeting the commitment of its SBE Programs. N.J.S.A. 52:32-17 et seq. and Executive Order 71 requires that each State department make a good faith effort to award a total of 25% of the dollar value of contracts for goods and services and construction to eligible small businesses.
- B. **SET ASIDE PROGRAM FOR DISABLED VETERAN-OWNED BUSINESS (DVOB):** In accordance with the New Jersey Set-Aside Act for Disabled Veterans' Businesses, N.J.S.A. 52:32-31.1 et seq. (P.L. 2015, c. 116), it is the policy of State entities that Disabled Veteran-Owned Businesses ("DVOBs"), as determined and defined by the State of New Jersey, Department of Treasury, Division of Revenue and Enterprise Services in N.J.A.C. 17:14-1.1 et seq., have the opportunity to compete for and participate in goods and services contracts and subcontracts for construction services. The Contractor shall agree to take all necessary and responsible steps, in accordance with the aforementioned regulations, to ensure that DVOBs have these opportunities. N.J.S.A. 52:32-31.1 et seq. (P.L. 2015, c. 116) requires that each State department make a good faith effort to award a total of 3% of the dollar value of contracts for goods and services and construction to eligible DVOBs.
- C. **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.

- D. STATEMENT OF OWNERSHIP DISCLOSURE:** Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership or limited liability company, the Bidder must disclose their ownership. Bidder completes and submits the form along with bid proposal.
- E. NON-COLLUSION AFFIDAVIT:** Bidder completes and submits the form along with bid proposal.
- F. PREVAILING WAGE (N.J.S.A. 34:11-56.25 et seq.) AND PUBLIC WORKS CONTRACTOR REGISTRATION ACTS (N.J.S.A. 34:11-56.48 et seq.):**
1. 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.
 2. 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.
 3. 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. Additionally, pursuant to N.J.S.A. 34:11-56.27(a), a bidder in competitive bidding for public work, whose bid is the lowest and is 10% or more lower than the next lowest bid, must certify (form to be provided by TCNJ if applicable) to TCNJ that the bidder shall pay prevailing wage rates as required by the Act. Also, 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 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.
 4. Please refer to <https://lwdwebpt.dol.state.nj.us/archivewages/171135212-mercerc-6-20-23.pdf> for official wage rate determinations for Mercer County, NJ.
- G. NEW JERSEY EQUAL PAY ACT:**
1. 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.
 2. 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.
 3. 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**
- H. N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq., 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.

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

1. 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.
2. 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).
3. 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.
4. During the course of contract performance:
 - (a) 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.
 - (b) 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.
 - (c) 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>.
5. 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.
6. 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.

J. 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.

K. 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.

L. 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. 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

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. 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.

6. Upon conclusion of the 5 business day protest period, Bidder will execute the formal contract for the stated work and compensation on the Standard Form of Agreement Between Owner and Contractor 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. Contractor shall provide a Maintenance Bond at job completion for a period of one year for 100% of the final contract price.

7. 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)

**COST SHEET
SINGLE BID (LUMP SUM):
BASE BID, ALTERNATE PROPOSALS, AND UNIT PRICES**

To: **The College of New Jersey**

for: Construction of the Running Track Resurfacing

Date _____

A. BID:

1. Base:

Part A (Running Track Resurfacing): \$ _____

Part B (Allowance): **\$20,000**

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:

TOTAL OF PART A AND B:

_____ Dollars \$ _____
(words)

General Construction (Single overall Prime Contract)

3. Add Alternate: Water Jump Modification

Alternate #1 will include modifications to the existing water jump and hurdle event to be more compliant with Section 3, Article 5 of the NCAA Handbook. A copy of this section is attached to this scope of work document. The overall goal is to reduce the depth, extend the drains, and apply waterproofing to stop water from leaking out of the structure by means other than the provided drain.

_____ Dollars \$ _____
(words)

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

4. 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. STATEMENT:

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 and accept this offer at any time during said period by notifying the Undersigned of the acceptance of said offer.

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

DEMOGRAPHIC INFORMATION

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.

Bidder Name

By: _____
Signature

Printed Name of Signing Individual

Date

SMALL BUSINESS, MINORITY AND/OR WOMEN, VETERAN AND DISABLED VETERAN 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 and Enterprise Services as a:

- Small Business Enterprise, SBE
- Minority-owned Business Enterprise, MBE
- Women-owned Business Enterprise, WBE
- Veteran-owned Business, VOB
- Disabled Veteran-owned Business, DVOB

B. My company is not certified by either NJ Department, but is:

- Small Business, SBE
- Minority-owned Business, MBE
- Women-owned Business, WBE
- Veteran-owned Business, VOB
- Disabled Veteran-owned Business, DVOB

C. My company is not certified as one of the categories listed above.

Bidder Name

By: _____
Signature

Printed Name of Signing Individual

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 oblige 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

this _____ day of _____, 20_____

BY: _____

NOTE: General Power of Attorney and the current financial statement of the bonding company must be attached to each copy (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)

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IAAF CONSTRUCTION OF FACILITIES HANDBOOK

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RUNNING TRACK RESURFACING

TCNJ Project #: TR210

PROJECT SCOPE OF WORK

General Work Description:

Prepare existing synthetic track surface for the installation of the Beynon BSS-100 Synthetic Track Resurfacing System as per the attached plans and specifications.

Scope:

The contractor shall furnish all labor, materials, equipment, supervision, and services necessary for the proper completion of all BSS 100 Synthetic Track Resurfacing and related work indicated on the drawings and specified herein.

The synthetic surfacing contractor shall refer to the drawings for the required locations of synthetic track surfacing to be installed. All quantities and dimensions shall be field verified by the synthetic surfacing contractor prior to the submittal of their bid.

The contractor shall include a cost to repair the existing takeoff boards for both lon/triple jump runways in their base bid. The repair must make the takeoff boards be compliant with Section 6, Article 3 of the NCAA Handbook included in this scope of work document.

Layout and paint all track lines and event markings as required and specified by current IAAF, NJSIAA, and NCAA rules. A list of events and markings is attached to this scope of work document.

- In addition to event markings, the contractor will also paint "THE COLLEGE OF NEW JERSEY" in lane 4 and "LIONS" in lane 5. The letter heights will be the full width of the lane with a navy-blue fill and white outline. The words will be centered off of the location of the new press box.

Regardless if Alternate #1 (Water Jump Modification) is included or omitted from the scope of work, waterproofing and resurfacing of the water jump pit must be included in the base bid.

Alternate #1 – Water Jump Modification

Alternate #1 will include modifications to the existing water jump and hurdle event to be more compliant with Section 3, Article 5 of the NCAA Handbook. A copy of this section is attached to this scope of work document. The overall goal is to reduce the depth, extend the drains, and

apply waterproofing to stop water from leaking out of the structure by means other than the provided drain.

Additional Items:

1. The contractor will be responsible for maintaining a security barrier to prevent people from using the track. This will include locking all existing gates, close off existing openings, and provide signs every 30-feet around the perimeter warning people to keep out of the construction area.
2. Clean up of this contract work to occur daily to maintain a safe clean working site at all times.
3. Union or prevailing wages apply to this project.
4. Contractor is to submit certified payrolls with their monthly requisitions.
5. Ewing work ordinance is 7am until 10pm.
6. The site has one double gate entrance at the back side of the track and one single gate entrance on the front side of the track. If the contractor needs to modify existing fencing to accommodate equipment or materials, then the contractor must include all work associated with demo and reinstallation of the fence in their base bid.
7. Review Contract, General Conditions of the contract, Division 1 and all Specifications/Drawings for more detailed information.
8. There are no construction permits related to this project. However, all vehicles on campus are required to be registered and provided with a temporary parking pass by Campus Police. Campus Police is located on the first floor of the Administrative Services Building.
9. Employees will be permitted to park in the ASB parking lot during construction. However, if there is an event at ASB, all employees will be asked to park vehicles not being used for construction at the TCNJ Carlton Avenue parking lot, across Pennington Road. This only applies to vehicles not actively being used as part of the construction.



RUNNING TRACK RESURFACING

TCNJ Project #: TR210

MILESTONE SCHEDULE

As of October 11, 2023

Bid Released	October 18, 2023
Pre-bid meeting (10:00 AM @ Administrative Services Building Room 103)	October 23, 2023
Cut off for questions	October 25, 2023
Addendum Issued	October 30, 2023
Bids Due (All bids must be submitted before 2:00 PM)	November 8, 2023
Protest Period / Contract Award by	Nov. 9 – Nov. 22
Notice to Proceed issued by	November 23, 2023
Site Survey and Submittals	April & May 2024
Begin Construction	July 1, 2024
Substantial Completion by	August 9, 2024
Project Contract Closeout by	November 1, 2024

1 **SECTION 01010 – SUMMARY OF WORK**

2
3 **PART 1- GENERAL**

4
5 **1.01 RELATED DOCUMENTS**

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

10 **1.02 WORK COVERED BY CONTRACT DOCUMENTS**

11
12 A. The Project consists of all work noted on the drawings and in these specifications

- 13
14 1. Project Location: The College of New Jersey, Ewing New Jersey
15 2. Owner: The College of New Jersey, State of New Jersey
16

17
18
19 **1.03 CONTRACTS**

20
21 A. The project contract is between The College of New Jersey and the single prime
22 contractor performing the work specified.
23

24 B. Definition of Extent of Contract Work: The contract documents, specifications, project
25 drawings, manufacturer’s installation handbooks, TCNJ form of agreement, and the
26 contractors response to the RFP represent the extent of the construction contract.
27

28 **1.04 CONTRACTORS USE OF PREMISES**

29
30 A. General: During the construction period the Contractor shall have full use of the
31 premises for construction operations, including use of the site. The contractor’s use of
32 the premises is limited only by the Owner’s right to perform work, retain other
33 contractors on portions of associated projects, or to access the building for the occupants.
34

35 1. Contractor is to coordinate their work with the activities for each work
36 location.
37

38 B. Use of the Site: Limit use of the premises to areas required for equipment and material
39 storage and access to the roof area. Confine operations to areas within contract limits
40 indicated. Do not disturb portions of the site beyond the areas immediately adjacent to
41 the building where the work is being performed.
42

43 1. Owner Occupancy: Allow for Owner occupancy.

- 1 2. Driveways and Entrances: Keep driveways and entrances serving the premises clear
2 and available to the Owner, the Owner's employees, and emergency vehicles at all
3 times. Do not use these areas for parking or storage of materials unless previously
4 approved by the owner. Schedule deliveries to minimize space and time requirements
5 or storage of materials and equipment on -site.
- 6 3. Burial of Waste Materials: Disposal of organic and hazardous materials on-site either
7 by burial or burning, will not be permitted.
- 8 4. Parking is allowed with in the construction fence only. If more parking is needed, there
9 is additional parking provided at the colleges Carlton Avenue parking lot. The
10 contractor is responsible to shuttle workers back and forth as needed.

11
12
13 C. Use of the Existing Building: Maintain any existing building in a weathertight condition
14 throughout the construction period. Repair damage caused by construction operations.
15 Take all precautions necessary to protect the building, its contents, components, and
16 systems and its occupants during the construction period.

17
18
19 **PART 2 - PRODUCTS (Not Applicable)**

20
21 **PART 3- EXECUTION (Not Applicable)**

22
23 **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
8 progress schedule. Correlate line items with other administrative schedules and forms
9 required for the work, including progress schedule, payment request form, listing of
10 subcontractors, schedule of allowances if any, schedule of alternates if any, listing of
11 products and principal suppliers and fabricators, and schedule of submittals. Break down
12 principal subcontract amounts into multiple line items for each entity of work. Round off
13 to nearest whole dollar, but with total equal to Contract Sum. Submit 4 copies of schedule
14 of values to the Owner and Architect for review and approval.

- 15
16 • **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.**

17
18
19
20
21 B. The schedule of values shall be tabulated into subcontracts and trades with the Quantity,
22 Labor, Material, and Total Cost indicated. The Schedule of Values shall include such items
23 as bonds, insurance, allowances and alternates, punchlist/close out documents and shall
24 enclose copies of invoices and/or cancelled checks from bonding and insurance agents.

25
26 C. Schedule of values shall be submitted on AIA Form G703 or similar form approved by the
27 Architect and Owner.

28
29 D. Each Contractor's monthly application for payment shall be in the same schedule form,
30 reflecting the same items from above. Unit costs shall be realistic for their part of the
31 Work.

32
33 1.02 CHANGES IN THE WORK

34
35 A. When a change in the Work includes a category or categories of Work both added to and
36 deducted from the Contract, the total quantities of added Work and of deleted Work shall
37 be determined separately for each category and the appropriate unit price or net cost of the
38 Work shall be applied to the difference between the two total quantities.

39
40 B. Unit prices shall be inclusive of all costs and shall be applied to units of measure as defined
41 in the Specifications for each category of Work.

42
43 C. For all extra Work performed by the Contractor, the gross cost to the Owner shall include
44 the net cost of the Work to the Contractor plus an allowance for overhead and profit not to
45 exceed 15% of the net cost.

- 1 D. For all extra Work performed by a Subcontractor, the gross cost to the Owner shall include
2 the net cost of the Work to the Subcontractor plus an allowance for overhead and profit not
3 to exceed 15% of the net cost, plus the Prime Contractor's overhead and profit not to
4 exceed 5% of the Subcontractor's cost.
5
- 6 E. Net cost of extra Work shall be the actual or pro-rated cost of:
7
8 1. Labor, including foreman, at the prevailing rate of wages, contributions and taxes.
9
10 2. Materials entering permanently into the Work, including delivery to the site.
11
12 3. The ownership or rental cost of construction equipment and expendable tools, pro-rated
13 for the time necessary for the Work.
14
15 4. Power and consumable supplies for the operation of power equipment, pro-rated for the
16 time necessary for the Work.
17
18 5. Insurance and Bonds.
19
- 20 F. Gross costs shall be net costs plus the mark up allowances described above, such mark up
21 allowances being inclusive, of all cost of superintendence, supervision, engineering,
22 overhead, profit, administrative and site office expenses and all other general expenses.
23

24 1.03 APPLICATIONS FOR PAYMENT

- 25
- 26 A. Except as otherwise indicated, sequence of progress payments for the Contractor shall be
27 regular, and each shall be consistent with previous applications and payments. It is
28 recognized that certain applications involve extra requirements, including initial
29 applications, applications at times of substantial completion, and final payment
30 applications.
31
- 32 B. Payment Application Forms: Use AIA Document G702 and G703 Continuation Sheets;
33 available from Publications Distribution Div., The American Institute of Architects, 1735
34 New York Ave., N.W., Washington, D.C. 20006 (also available at most local AIA chapter
35 offices).
36
- 37 C. Except as otherwise indicated, complete every entry provided on the form, including
38 notarization and execution by authorized persons. Incomplete applications will be returned
39 by Architect and Owner without action. Entries shall match current data of schedule of
40 values, progress schedules and reports. Listing shall include amounts of fully executed
41 change orders issued prior to first day of the period of construction covered by application.
42 Applications for payment shall include weekly payroll report. Contractor shall furnish to
43 the Owner certified payroll reports for each payroll period with pay request, indicating
44 name craft, social security number and actual hourly rate of wages paid to each workman
45 employed on the project. A certified payroll record is defined as "a payroll record which is

1 attested to by the employer, or corporate officer of such company, or an authorized agent of
2 the employer." A payment request will not be paid until the Owner receives the certified
3 payrolls.
4

- 5 D. Submit one "pencil" copy of each proposed payment application to the architect and owner,
6 for review, not less than seven days prior to formal submissions of application.
7
- 8 E. Submit 4 executed copies of each payment application. Transmit with a transmittal form
9 listing attachments, and recording appropriate information related to application.
10
- 11 F. Breakdown may include a line item for General Conditions. General Conditions shall
12 include the cost of general supervision, trailers, temporary utilities and other general
13 expenses directly related to the project and not considered overhead. The general
14 conditions item shall be billed on monthly progress payments on a percentage of work
15 completed.
16

17 1.04 INITIAL PAYMENT APPLICATION

- 18 A. The principal administrative actions and submittals which shall precede or coincide with
19 submittal of the Contractor's first payment application can be summarized as follows, but
20 not necessarily by way of limitation.
21
22
 - 23 1. Listing of subcontractors and principal suppliers and fabricators.
 - 24 2. Schedule of values.
 - 25 3. Schedule of principal products.
 - 26 4. Schedule of submittals (preliminary if not final).
 - 27 5. Copies of acquired building permits and similar authorizations and licenses from
28 governing authorities for current performance of the work.
 - 29 6. Data needed by Owner to secure related insurance coverages.
 - 30 7. Performance and Payment Bond.
 - 31 8. Insurance Certificates.
32
33
34
35
36
37
38
39

40 1.05 PROGRESS PAYMENTS

- 41 A. Based upon application for payments submitted to the Architect and the Owner, by the
42 Contractor, on or about the 25th day of each month for the period ending the last day of the
43 previous second month, and Certificate of Payment issued by the Architect and the Owner,
44 the Owner will make progress payments on account of the Contract Sum to the Contractor
45

1 as follows:
2

- 3 1. On or after the 20th day of each month, the Contractor shall submit to the Architect and
4 Owner a "pencil copy" indicating the previous payment and the proposed amounts for
5 each line item for the current period. After review and approval or changes, the
6 Contractor shall prepare the final billing for presentation to the Architect and Owner.
7
- 8 2. a. Whenever any contract, the total price of which exceeds \$100,000, entered into by a
9 State college, for the construction, reconstruction, alteration or repair of any building,
10 structure, facility or other improvement to real property, requires the withholding of
11 payment of a percentage of the amount of the contract, the contractor may agree to the
12 withholding of payments in the manner prescribed in the contract, or may deposit with
13 the State college registered book bonds, entry municipal bonds, State bonds or other
14 appropriate bonds of the State of New Jersey, or negotiable bearer bonds or notes of
15 any political subdivision of the State, the value of which is equal to the amount
16 necessary to satisfy the amount that otherwise would be withheld pursuant to the terms
17 of the contract. The nature and amount of the bonds or notes to be deposited shall be
18 subject to approval by the State college. For purposes of this section, "value" shall
19 mean par value or current market value, whichever is lower.
20

21 If the contractor agrees to the withholding of payments, the amount withheld shall be
22 deposited, with a banking institution or savings and loan association insured by an
23 agency of the Federal government, in an account bearing interest at the rate currently
24 paid by such institutions or associations on time or savings deposits. The amount
25 withheld, or the bonds or notes deposited, and any interest accruing on such bonds or
26 notes, shall be returned to the contractor upon fulfillment of the terms of the contract
27 relating to such withholding. Any interest accruing on cash payments withheld shall be
28 credited to the State college.
29

- 30 b. Any contract, the total price of which exceeds \$100,000, entered into by a State
31 college involving the construction, reconstruction, alteration, repair or
32 maintenance of any building, structure, facility or other improvement to real
33 property, shall provide for partial payments to be made at least once each
34 month as the work progresses, unless the contractor shall agree to deposit
35 bonds with the State college pursuant to section 1.
36

- 37 c. 1. With respect to any contract entered into by a State college pursuant to section 2
38 for which the contractor shall agree to the withholding of payments pursuant
39 to section 1, 2% of the amount due on each partial payment shall be withheld
40 by the State college pending completion of the contract.
41

- 42 2. Upon acceptance of the work performed pursuant to the contract for which the
43 contractor has agreed to the withholding of payments pursuant to
44 subsection a. of this section, all amounts being withheld by the State
45 college shall be released and paid in full to the contractor within 45 days of

1 the final acceptance date agreed upon by the contractor and the State
2 college, without further withholding of any amounts for any purpose
3 whatsoever, provided that the contract has been completed as indicated. If
4 the State college requires maintenance security after acceptance of the work
5 performed pursuant to the contract, such security shall be obtained in the
6 form of a maintenance bond. The maintenance bond shall be no longer
7 than two years and shall be no more than 100% of the project costs.
8

9 d. This act shall take effect immediately. This bill supplements the “State College
10 Contracts Law,” P.L.1986, c.43 (C.18A:64-52 et seq.), and applies to any State college
11 contract for over \$100,000 which involves the construction, reconstruction, alteration
12 or repair of any building, structure, facility or other improvement to real property.
13 Under the provisions of this bill, whenever a contract of this type requires the
14 withholding of payment of a percentage of the amount of the contract, the contractor
15 would have the choice of either agreeing to a retainage deduction from each monthly
16 progress payment, or the contractor could choose to deposit bonds in the amount
17 necessary to satisfy the amount that otherwise would be withheld under the contract. If
18 a contractor chooses a retainage deduction from each monthly payment, then the
19 retainage would be limited to 2% of the amount due on each partial payment. Upon
20 acceptance of the work performed pursuant to the contract for which the contractor has
21 agreed to a retainage deduction, all amounts being withheld by the State college must
22 be paid in full to the contractor within 45 days of the final acceptance date agreed upon
23 by the contractor and the State college. The bill provides that if the State college
24 requires maintenance security after acceptance of the work performed under the
25 contract, the security must be obtained in the form of a maintenance bond, which is
26 required to be no longer than two years and no more than 100% of the project costs.
27 The provisions of this bill are similar to provisions in the “Local Public Contracts
28 Law,” P.L.1971, c.198 (C.40A:11-1 et seq.) and the “Public School Contracts Law,”
29 P.L.1977, c.114 (C.18A:18A-1 47 et seq.).
30

- 31 3. Upon substantial completion, the retainage shall, upon the Architect/Owner’s approval,
32 remain at 2% of the value of work completed. Final release of retained monies will
33 occur only upon the total completion of all punch list and closeout documentation to
34 the satisfaction of the Architect and Owner.
35
- 36 4. For each day's delay in the Contractor's submission of an application for payment
37 acceptable to the Architect and Owner, the Owner may delay one day in making his
38 progress payment.
39
- 40 5. Owner shall make payments within 30 days of receipt of said monthly pay requisition.
41

42 1.06 APPLICATION AT TIME OF SUBSTANTIAL COMPLETION

- 43
- 44 A. Following issuance of certificate of substantial completion on each Contractor's work, and
45 also in part as applicable to prior certificates on portions of completed work as designated,

1 a "special" payment application may be prepared and submitted by Contractor. The
2 principal administrative actions and submittals which shall precede or coincide with such
3 special applications can be summarized as follows, but not necessarily by way of
4 limitation:
5

- 6 1. Occupancy permits and similar approvals or certifications by governing authorities and
7 franchised services, assuring Owner's full access and use of completed work.
8
- 9 2. Warranties, guarantees, maintenance agreements and similar provisions of Contract
10 Documents.
11
- 12 3. Test/adjust/balance records, maintenance instructions, meter readings, start up
13 performance reports, and similar change over information germane to Owner's
14 occupancy, use, operation and maintenance of completed work.
15
- 16 4. Final cleaning of the work.
17
- 18 5. Application for reduction (if any) of retainage, with consent of surety.
19
- 20 6. Advice to Owner on coordination of shifting insurance coverages, including proof of
21 extended coverage as required.
22
- 23 7. Listing of Contractor's incomplete work, recognized as exceptions to certificate of
24 substantial completion.
25

26 1.07 FINAL PAYMENT APPLICATION

- 27
- 28 A. The administrative actions and submittals which shall precede or coincide with submittal of
29 the Contractor's final payment application can be summarized as follows, but not
30 necessarily by way of limitation.
31
- 32 1. Completion of project closeout requirements.
33
 - 34 2. Completion of items specified for completion beyond time of substantial completion,
35 regardless of whether special payment application was previously made.
36
 - 37 3. Assurance, satisfactory to Owner and Owner, that unsettled claims will be settled and
38 that work not actually completed and accepted will be completed without undue delay.
39
 - 40 4. Transmittal of required project construction records to Owner via the Owner.
41
 - 42 5. Proof, satisfactory to Owner and Owner, that taxes, fees and similar obligations of
43 Contractor have been paid.
44
 - 45 6. Removal of temporary facilities, services, surplus materials, rubbish and similar

1 elements.

2
3 7. Notarized consent of surety for final payment.

4
5 1.08 WAIVER OF LIENS

6
7 A. Each Contractor, for himself, and for all Subcontractors and material men, agrees that no
8 mechanic's lien or other claim shall be filed or maintained by the Contractor or by any
9 Subcontractor, materialmen, laborer or any other person whatsoever for, or on account of
10 any work performed or materials furnished under this Contract. This agreement shall be an
11 independent contract, and the Contractor shall execute and deliver a separate Waiver of
12 Liens in form and substance satisfactory to the Architect and Owner contemporaneously
13 with the execution of the Owner-Contractor Agreement and before any work is begun at
14 the site.

15
16 B. In every subcontract entered into by each Contractor after execution of this Contract or in
17 connection herewith, the Contractor shall incorporate a provision, similar to the foregoing
18 paragraph, to the effect that neither the Subcontractor nor any party acting through or under
19 him shall file or maintain any mechanic's lien or other claim against the Architect or Owner
20 in connection with the Work.

21
22 **END OF SECTION 01025**

1 **SECTION 01100 - PROJECT PROCEDURES**

2
3 PART 1 - GENERAL

4
5 1.01 SPECIAL REQUIREMENTS

6
7 A. Schedule: Contractor shall provide a master schedule showing sequencing of work
8 utilizing the CPM method. The Contractor shall supply a schedule with all subcontractor
9 activities, relationships, and durations, utilizing the CPM method via SureTrak/Primavera,
10 Version 3.0, or a Microsoft scheduling software to the Owner on a working version CDrom
11 and coordinate their schedule with the Owner.

- 12 • The Contractor is required to update at the end of each month the CPM Schedule based
13 on the percentage completed for each activity on the approved schedule (in concert
14 with the submission of the percentage completed in the monthly proposed schedule of
15 values).
- 16 • **The contractor in their bid includes a cost of \$500.00 per month for this schedule
17 submission, for the duration of construction (per the milestone schedule in the
18 bidding documents). This only applies to projects in excess of 2 million dollars in
19 base price price. The contractors schedule of values shall include this cost, and
20 can only be billed for upon TCNJ's successful receipt of said schedule. Should any
21 schedule not be received at the end of any month during construction, TCNJ will
22 issue a deduct change order in the amount of \$500.00 to the contractor.**

23
24 B. Each Contractor shall take all necessary precautions to ensure the safety of all structural
25 elements during all phases of all work. No materials, cranes, trucks or any other
26 construction loads shall be placed on any part of the structure until the Contractor has
27 determined the adequacy of that structure to carry the intended load without damage or
28 overstress.

29
30 C. Entrance into, or other use of the building will not be permitted except as may be necessary
31 for the execution of the Work, and shall be subject to the restrictions and instructions of the
32 Owner.

33
34 D. Routes of ingress and egress to areas where work is being performed shall be subject to the
35 restrictions and instructions of the Owner.

36
37 E. Materials shall be moved through the Building using rubber tired vehicles which shall be
38 properly controlled at all times to avoid damage to existing wall, floor or ceiling surfaces.

39
40 F. Water damage cannot be tolerated and it is incumbent upon Contractors to take any steps
41 necessary to keep the existing premises dry at all times.

42
43 G. Any damage to the new building from heavy equipment, striking the Building or any other
44 damage to any part of the premises shall be repaired at the expense of the Contractors.
45

- 1 H. All welding and cutting shall be performed by qualified and certified welders. Certificates
2 shall be on file with the Contractor prior to commencement of any welding.
- 3
- 4 I. No work shall start before 8:30am.unless agreed to in advance with the College.
- 5
- 6

7 PART 2 - PRODUCTS
8 NOT APPLICABLE

9

10

11 PART 3 - EXECUTION

12

13 3.01 GENERAL

- 14
- 15 A. Contractors shall perform the work on or about the premises in a careful manner with full
16 consideration to fire protection as required by the National Fire Protection Association
17 Standards, National Board of Fire Underwriters and State and Local Departments having
18 jurisdiction. Fire resistant materials shall be used for temporary enclosures.
- 19
- 20 B. Chemical extinguishers approved by the Owner shall be provided by the General
21 Contractor during the progress of the work where and as required by the Owner, the State
22 Fire Marshal and the National Board of Fire Underwriters.
- 23
- 24 C. The Contractor shall maintain an active program of fire prevention to keep workmen fire
25 conscious during the entire life of the Contract. Designate one member of the organization
26 to execute and coordinate fire control measures of his own organization and that of all
27 subcontractors under his jurisdiction.
- 28
- 29 D. All sub-contractors shall cooperate with the Contractor in carrying out the above program.
- 30
- 31 E. Storage of flammable materials will not be permitted in the Building unless written
32 permission is obtained from the Owner. Storage of all such materials shall be the
33 Contractors' responsibility.
- 34
- 35 F. On-site open burning of rubbish, garbage, trade waste, leaves or plant life is prohibited.
- 36
- 37 G. Safety Program: The Contractor shall institute a safety program in accordance with OSHA
38 and any local, state, or federal guidelines. The contractor shall name a safety officer to
39 monitor this program and shall submit a safety report at job meetings.
40 Contractor is to maintain their company safety manual on site at all times, along with SDS
41 for every material that is on site.
- 42
- 43 H. Stockpiling: Stockpiling of materials on site will be allowed (but limited due to the limited
44 space on this site). Such materials shall not impair or impede the functioning of the
45 facility. Materials stored on site shall be secured to prevent loss from theft, damage,

1 vandalism or fire. By stockpiling materials on site, the contractor assumes full
2 responsibility for said materials, and shall protect them to the fullest extent possible.
3 Specific locations for stockpiling materials shall be coordinated with the Architect, and
4 Owner.

5
6 I. Safety Barriers: The Contractor shall erect safety barriers to deter and prohibit
7 unauthorized access to the construction site; such barriers may take the form of fences and
8 shall be clearly marked with signage prohibiting unauthorized access. The Contractor shall
9 be responsible for safety barriers within the building. The contractor shall be liable for
10 damages to persons or property due to the construction process if adequate safety measures
11 are not undertaken. The Owner and Architect shall review safety precautions for their
12 adequacy but shall not be held liable for Contractors failure to maintain or provide
13 adequate protection.

14
15 J. Sequencing: The Contractor will work with the Sub-Contractors to sequence the work
16 during the submission of monthly project schedules. Contractors shall endeavor to
17 coordinate their work efforts with the Owner's requirements. Interruptions of utility
18 services shall be coordinated with the Architect, and Owner, but in no instance shall last
19 longer than 2 hours.

20
21 K. Limited staging and on site parking will be provided by General Contractor. The
22 Contractor will coordinate parking areas with all the subcontractors and TCNJ.

23
24 1. Parking will be available at Carlton Avenue. Contractor will provide shuttle service
25 to and from the site.

26
27 2. Contractor will be permitted to have vehicles on site with in the construction fencing
28 only. Contractor is to provide stone in all parking areas on site to prevent the buildup
29 of ruts and mud, thus minimizing the amount of mud leaving the site and being left
30 behind on TCNJ roads.

31
32 L. Site Utilities: Electric power and water are available on site. Toilet facilities will be made
33 available by the Contractor. These facilities shall remain clean by the Contractors
34 throughout the course of the project. The Contractors shall repair and/or replace any
35 damaged fixtures, partitions, etc. The Electrical Sub-Contractor shall tie in a temporary
36 power panel (or panels as required) for all trades to use during construction. Interruption of
37 building services shall not occur without prior consent and coordination by the Owner and
38 Owner.

39
40 1. Provide portable toilets for all construction personnel.

41
42 M. Construction Lighting: The Electrical Sub-Contractor shall run sufficient strings and
43 fixtures to maintain a 50 foot-candle/sq.ft.intensity of light throughout the project areas.

44
45 N. Dumpster Location and Cleanup: The Architect and Owner shall coordinate the dumpster

1 location with the Contractors. The Contractor shall be responsible for obtaining,
2 maintaining, and disposing of dumpsters, and shall maintain clean work areas throughout
3 the course of the project.

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

- 12 O. Radio/Music usage: no one is to have any loud radios/or music devices on the work site
13 at any time. Any music must be kept to a personal level, not affecting others on site or
14 on campus at any time.

15 16 17 18 3.02 PROGRESS MEETINGS

- 19
20 A. Progress Meetings shall be held bi-weekly at the job site at a regular time and day mutually
21 agreed upon. The frequency may be changed by the Architect or Owner to reflect current
22 conditions. The Contractors, those of his/their subcontractors concerned with current
23 progress or with scheduling of future progress, the Architect, the Owner, and the Owner
24 shall each be represented at these job meetings by persons familiar with the details of the
25 work and authorized to conclude matters relative to work progress, establishment of
26 progress schedules, etc., as may be necessary to expedite completion of the work.
27
- 28 B. The Contractors and his/their subcontractors attending these meetings shall present
29 complete and definite reports as to the status of their respective work, conditions of product
30 and equipment manufacturer, labor availability, productivity and cooperation, shipping
31 data, time of completion, sequence of the work, safety program, and any other information
32 bearing upon the execution of the Contract or subcontract. For the Owner's convenience the
33 Owner will chair the meetings.

34 35 3.03 MONTHLY REPORTS

- 36 A. The Contractor is to provide TCNJ a brief monthly status report on the last working day of
37 each month dividing the status of the project into the following categories (report must be
38 complete in all respects, piece meal submissions will not be accepted):
 - 39 a. Project overview
 - 40 b. Financial status
 - 41 c. Updated project schedule
 - 42 d. Change order request log
 - 43 e. Submittal log
 - 44 f. RFI log
 - 45 g. Owner/Architect issues that need immediate resolution

1 h. Order/delivery issues
2
3

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

11
12
13 **END OF SECTION 01100**

1 **SECTION 01300 – SUBMITTALS AND SUBSTITUTIONS**

2
3 PART 1 – GENERAL

4
5 1.1 PROGRESS SCHEDULE / COORDINATION DRAWINGS

6
7 A. The Contractor's schedule, shall coordinate with all trades to produce a coordinated CPM
8 via Suretrak/Primavera version 3.0 or a Microsoft scheduling program schedule indicating
9 the start and completion dates for each portion of the work as defined by the schedule of
10 values, with the total time as defined by the contract time and milestone dates as set forth
11 in these specifications. The Contractor's CPM schedule shall be submitted in electronic
12 format (Suretrak 3.0 or a Microsoft Scheduling program) to and reviewed by the Owner
13 and Architect prior to first application for payment. Any revisions or additional
14 information requested by the Owner or Architect shall be provided. (No payment shall be
15 made to any Contractor not providing a schedule that reflects their entire work).

- 16 • Also refer to Section 01100-1 – Project Procedures.

17
18 B. The Contractor shall revise the progress schedule on a monthly basis as the work
19 progresses reflecting therein any delays, including those not within the Contractor's control,
20 or accelerations in the progress of the work. The progress schedule, as revised for any
21 weekly period, shall be discussed at the bi-weekly job meetings with the, Owner, the
22 Architect, and the Contractor and the major trades in order to insure that the percentage of
23 actual completion of any portion of the work as called for in the progress schedule for that
24 bi-weekly period is attained. Monthly updates to the progress schedule shall be made prior
25 to application for payment.

26
27 C. Should any delay occur in the progress of the work or any portion thereof, the Contractor
28 shall be required to implement all necessary measures to accelerate the construction, to
29 meet the percentages of completion dictated by the progress schedule on the applicable
30 dates, without additional cost to the Owner.

31
32 1.2 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

33
34 A. Shop drawings, product data and samples will not be processed by the Owner and/or
35 Architect until the list of subcontractors, material suppliers and fabricators is submitted as
36 required under Paragraph 3.12 of the General Conditions.

- 37 • The successful Contractor shall submit their list of proposed substitutions with in
38 20 calendar days of the Contract Award.
39 • The Architect shall be compensated on an hourly basis for review of all shop
40 drawings or samples that do not meet the requirements of the contract documents
41 after two submissions. The compensation shall be deducted from the contractors
42 contract via a deduct change order, or other means that both parties agree to.

43
44 B. Coordinate preparation and processing of submittals with performance of the work so that
45 work will not be delayed by submittals. Allow two weeks for review/approval by the

1 Architect for the approval process, one additional week for TCNJ staff to review the
2 submittal before it is returned to the contractor. Allow additional time if processing must be
3 delayed to permit coordination with subsequent submittals with others.

- 4 a. **Contractor is to provide a submittal schedule identifying the critical path**
5 **submittals to assist the design team in prioritizing their review and subsequent**
6 **return to the contractor prior to the first requisition for payment being**
7 **processed. Every submittal is to have a required return date associated with it**
8 **so the design team can schedule their reviews accordingly.**
9

10 C. Provide permanent marking on each submittal to identify Project, date, Contractor,
11 subcontractor, submittal name, Specification section, drawing reference, and similar
12 information to distinguish it from other submittals. Show Contractor's executed review and
13 approval marking and provide space (5" x 7") for Architect's Action marking and space for
14 Owner's review marking. Package each submittal appropriately for transmittal and
15 handling. Submittals received, which are lacking the above information, will be returned
16 without action. Submittals, which are received from sources other than through
17 Contractor's office, will be returned without action.
18

19 D. Each submission shall be complete, with all options clearly marked and with all
20 components required for the assembly fully described and detailed. Submissions missing
21 important information will be returned unchecked.
22

23 E. Transmittal Form: Submittals shall be accompanied by a transmittal form. Provide
24 Contractor's certification on form, ready for execution, stating that information submitted
25 complies with requirements of contract documents.

- 26 • Transmit all submittals and shop drawings to the Architect or Engineer with a copy of
27 the transmittal to the Owner.
28

29 F. Except as otherwise indicated in individual work sections, comply with requirements
30 specified herein for each indicated category of submittal. Provide and process intermediate
31 submittals, where required between initial and final, similar to initial submittals.
32

33 G. Maintain returned final set of samples at project site, in suitable condition and available for
34 quality control comparisons by Architect, and by Owner.
35

36 H. Do not proceed with installation of materials, products or systems until final copy of
37 applicable shop drawings, product data and samples are in possession of Installer.
38

39 I. Provide newly prepared shop drawings, on reproducible sheets, with graphic information at
40 accurate scale, with company name of preparer indicated. Show dimensions and note
41 which are based on field measurement. Identify materials and products in the work shown.
42 Indicate compliance with standards, and special coordination requirements. Do not allow
43 shop drawing copies without appropriate final Action markings by Architect to be used in
44 connection with the work.
45

- 1 1. Initial and Intermediate Submittals: One correctable translucent reproducible print
2 and 5 blue line or black line prints; reproducible will be returned.
- 3 2. Final Submittal: 6 prints, plus 3 additional prints where required for maintenance
4 manuals; 4 will be retained and remainder will be returned, one of which shall be
5 marked up and maintained by Contractor as "Record Document".
- 6 3. Electronic submittals are acceptable in AutoCad format only. Contractor shall be
7 responsible for printing and distribution of multiple copies as required.

8
9 J. Collect required product data into one submittal for each unit of work or system; and mark
10 each copy to show which choices and options are applicable to the project. Include
11 manufacturer's standard printed recommendations for application and use, compliance with
12 standards, application of labels and seals, notation of field measurements that have been
13 checked, and special coordination requirements. Maintain one set of product data for each
14 submittal at project site, available for reference by Architect and others.

15
16 K. Submittals will be accepted from the Contractor only. Submittals received from other
17 entities will be returned without review or action.

- 18 1. Submittals received without a transmittal form will be returned without review or
19 action.
- 20 2. Transmittal form: Use a form matching the sample form attached to this section.
21 Include the following:
 - 22 a. List of deviations.
 - 23 b. The Contractor's certification signature.
- 24 3. Fill out a separate transmittal form for each submittal; also include the following:
 - 25 a. Other relevant information.
 - 26 b. Request for additional information.

27
28 L. Do not submit product data, or allow its use on the project, until compliance with
29 requirements of Contract Documents has been confirmed by Contractor. Submittal is for
30 information and record unless otherwise indicated. Initial submittal is final submittal unless
31 returned promptly by Architect marked with an Action that indicates and observed
32 noncompliance. Submit 6 copies, plus 3 additional copies, which will be returned, where
33 required for maintenance manuals.

- 34 1. Electronic submittals are acceptable in 8 ½" x 11" format only.

35
36
37
38 M. Provide three (3) samples identical with final condition of proposed materials or products
39 for the work. Include range samples, not less than 3 units, where unavoidable variations
40 between units of each set. Provide full set of optional samples where Architect's selection
41 is required. Prepare samples to match Architect's sample where so indicated. Include
42 information with sample to show generic description, source or products name and
43 manufacturer, limitations, and compliance with standards. Samples are submitted for
44 review and confirmation of color, pattern, texture and kind by Architect. Architect will not
45 test samples, except as otherwise indicated, for compliance with other requirements, which

1 are therefore the exclusive responsibility of the Contractor.

2
3 N. Upon receipt of a signed copy of the Architects' Waiver form, electronic copies of CAD
4 drawings of the Contract Documents will be provided by the Architect for Contractor's use
5 in preparing submittals. Copy of Waiver form is attached.

6
7 O. Product Selection Procedures: Procedures for product selection include the following:

- 8
9 1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a
10 single product and manufacturer, provide the named product or an equivalent.
11
12 2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled
13 "Manufacturer" or "Source" name single manufacturers or sources, provide a product
14 of the manufacturer or source that complies with requirements, or an equivalent.
15
16 3. Products: Where Specification paragraphs or subparagraphs titled "Products"
17 introduce a list of names of both products and manufacturers, provide one of the
18 products listed that complies with requirements, or an equivalent. Comply with
19 provisions of "Product Options and Substitutions," Section 1.4 of Division 1300 of
20 these specifications when submitting an equivalent product.
21
22 4. Manufacturers: Where specification paragraphs or subparagraphs titled
23 "Manufacturers" introduce a list of manufacturers' names, provide a product by one
24 of the manufacturers listed, or an equivalent, that complies with requirements.
25 Comply with provisions of "Product Options and Substitutions," Section 1.4 of
26 Division 1300 of these specifications when submitting an equivalent product.
27
28 5. Product Options: Where Specification paragraphs or subparagraphs refer to "Product
29 Options and Substitutions," indicate that size, profiles, and dimensional requirements
30 on Drawings are based on a specific product or system; provide the specific product
31 or system or an equivalent product or system by another manufacturer. Comply with
32 provisions of "Product Options and Substitutions," Section 1.4 of Division 1300 of
33 these specifications when submitting an equivalent product.
34
35 6. Basis of Design Products: Where Specification paragraphs or subparagraphs titled
36 "Basis-of-Design Products" introduce or refer to a list of manufacturers' names,
37 provide either the specified product or an equivalent. Drawings and Specifications
38 indicate sizes, profiles, dimensions and other characteristics that are based on the
39 product names. Comply with the provisions of "Product Options and Substitutions,"
40 Section 1.4 of Division 1300 of these specifications when submitting an equivalent
41 product.
42

43
44 1.3 MISCELLANEOUS SUBMITTALS
45

- 1 A. Miscellaneous submittals related directly to the work include warranties, maintenance
2 agreements, workmanship bonds, survey data and reports, physical work records, quality
3 testing and certifying reports, copies of industry standards, record drawings, field
4 measurement data, operating and maintenance materials, overrun stock, and similar
5 information, devices and materials applicable to the work and not processed as shop
6 drawings, product data or samples.
7
8 B. Refer to sections for specific general requirements on warranties, product/workmanship
9 bonds, and maintenance agreements. In addition to copies desired for Contractor's use,
10 furnish 2 executed copies, except furnish 3 additional copies where required for
11 maintenance manuals.
12
13 C. For the Owner's records, submit copies of permits, licenses, certifications, inspection
14 reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments,
15 and similar documents, correspondence and records established in conjunction with
16 compliance with standards and regulations bearing upon performance of the work.
17

18 1.4 PRODUCT OPTIONS AND SUBSTITUTIONS

19 A. DEFINITIONS

- 20
21
22 1. Products: Items purchased for incorporating into the Work, whether purchased for
23 Project or taken from previously purchased stock. The term "product" includes the
24 terms "material," "equipment," "system," and terms of similar intent.
25
26 a. Named Products: Items identified by manufacturer's product name, including
27 make or model number or other designation, shown or listed in manufacturer's
28 published product literature, that is current as of date of the Contract
29 Documents.
30 b. New Products: Items that have not previously been incorporated into another
31 project or facility, except that products consisting of recycled-content materials
32 are allowed, unless explicitly stated otherwise. Products salvaged or recycled
33 from other projects are not considered new products.
34 c. Equivalent Product: Product that is demonstrated and approved through
35 submittal process, or where indicated as a product substitution, to have the
36 indicated qualities related to type, function, dimension, in-service performance,
37 physical properties, appearance, and other characteristics that equal or exceed
38 those of specified product.
39
40 2. Substitutions: Changes in products, materials, equipment, and methods of
41 construction from those required by the Contract Documents and proposed by
42 Contractor.
43 3. Basis-of-Design Product Specification: Where a specific manufacturer's product is
44 named and accompanied by the words "basis of design," including make or model
45 number or other designation, to establish the significant qualities related to type,

1 function, dimension, in-service performance, physical properties, appearance, and
2 other characteristics for purposes of evaluating comparable products of other named
3 manufacturers.

- 4 4. **Manufacturer's Warranty:** Preprinted written warranty published by individual
5 manufacturer for a particular product and specifically endorsed by manufacturer to
6 Owner.
- 7 5. **Special Warranty:** Written warranty required by or incorporated into the Contract
8 Documents, either to extend time limit provided by manufacturer's warranty or to
9 provide more rights for Owner.
- 10 6. **Buy American Requirement: the Contractor shall comply with N.J.S.A 52:32-1**
11 **and N.J.S.A. 52:33-1 et seq., which prohibits the use by the Contractor or**
12 **subcontractors of materials or farm products produced and manufactured**
13 **outside of the United States on any public work.**

14
15 B. General Requirements:

- 16
17 1. The requirements for substitutions do not apply to specified Contractor options on
18 products and construction methods. Revisions to Contract Documents, where
19 requested by Owner or Architect are changes, not substitutions. Contractor's
20 determination of and compliance with governing regulations and orders issued by
21 governing authorities do not constitute substitutions and do not constitute a basis for
22 change orders. Otherwise, Contractor's requests for changes in products, materials,
23 and methods of construction required by Contract Documents are considered requests
24 for substitutions, and are subject to requirements hereto.
- 25 2. To the greatest extent possible, provide products, materials and equipment of a
26 singular generic kind
27 and from a single source.
- 28 3. Where more than one choice is available as options for Contractor's selection of a
29 product or material, select an option that is compatible with other products and
30 materials already selected. Total compatibility among options is not assured by
31 limitations within Contract Documents, but shall be provided by Contractor.
32 Compatibility is a basic general requirement of product/material selections.
- 33 4. Any and all contractor substitutions that require additional work by other trades not
34 specifically called for in the documents shall be paid for by the contractor requesting
35 the substitution if any other trade increase is required.
- 36 5. Requested substitution offers Owner a substantial advantage in cost, time, energy
37 conservation, or other considerations, after deducting additional responsibilities
38 Owner must assume. Owner's additional responsibilities may include compensation
39 to Architect for redesign and evaluation services, increased cost of other construction
40 by Owner, and similar considerations.

- 41
42 C. Submittals: Submit 6 copies, utilizing Substitution Request Form, CSI Form 13.1.A, fully
43 identified for product or method being requested for substitution, including related
44 specification section and drawing numbers, and fully documented to show compliance with
45 requirements for substitutions. Include product data/drawings, description of methods,

1 samples where applicable, Contractor's details comparison of significant qualities between
2 specified item and proposed substitution, statement of effect on construction time and
3 coordination with other affected work and contractors, cost information or proposal,
4 warranty information, compatibility with other work, approval of all authorities having
5 jurisdiction, and Contractor's statement to the effect that proposed substitution will result in
6 overall work equal to or better than work originally indicated.

7
8 D. Contractor's options for selecting products are limited by Contract Documents
9 requirements, and governing regulations. Required procedures include, but are not
10 necessarily limited to, the following for various indicated methods or specifying:

- 11
12 1. Single product/manufacturer name; provide product indicated or equivalent, except
13 advise Architect before proceeding, where known that named product is not a
14 feasible or acceptable selection.
- 15 2. Two or more product/manufacturer names; provide one of the named products or
16 equivalent, at Contractor's option; but excluding products which do not comply with
17 requirements. Advise Architect before proceeding.
- 18 3. Equivalent; where named products in Specifications text are accompanied by the
19 term "or equivalent", or other language of similar effect, comply with those Contract
20 Documents provisions concerning substitutions for obtaining Architect's approval of
21 equivalent product.
- 22 4. Named, except as otherwise indicated, is defined to mean manufacturer's name for
23 product, as recorded in published product literature, of latest issue as of date of
24 Contract Documents. Refer requests to use products of a later or earlier model to
25 Architect for acceptance before proceeding.
- 26 5. Where compliance with an imposed standard, code or regulation is required, selection
27 from among products that comply with requirements including those standards, codes
28 and regulations, is Contractor's option.
- 29 6. Provide products which comply with specific performances indicated, and which are
30 recommended by manufacturer, in published product literature or by individual
31 certification, for application indicated. Overall performance of a product is implied
32 where product is specified for specific performance.
- 33 7. Provide products that have been produced in accordance with prescriptive
34 requirements, using specified ingredients and components, and complying with
35 specified requirements for mixing, fabricating, curing, finishing, testing and similar
36 operations in manufacturing process.
- 37 8. Where matching of an established sample is required, final judgment of whether a
38 product proposed by Contractor matches sample satisfactorily is Architect's
39 judgment. Where no product within specified cost category is available, which
40 matches sample satisfactorily and complies with requirements, comply with Contract
41 Document provisions concerning substitutions for selection of a matching product
42 outside established cost category or not complying with requirements.
- 43 9. Where specified product requirements include "...as selected from manufacturer's full
44 range of colors, patterns, textures..." or words of similar effect, the selection of
45 manufacturer and basic product data is to comply with requirements of the Contract,

1 and selection shall be from the full range of products within the requirements. Where
2 specified product requirements include "... as the industry...", or words to that effect,
3 selection of product complying with requirements, is Architect's selection, including
4 designation of manufacturer, where necessary to obtain desired color, pattern or
5 texture.
6

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

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

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

- 25 1. Where request is directly related to an "equivalent" clause or other language of same
26 effect in Contract Documents.
- 27 2. Where required product, material or method cannot be provided within Contract
28 Time, but not as a result of Contractor's failure to pursue the work promptly or
29 coordinate various activities properly.
- 30 3. Where required product, material or method cannot be provided in a manner which is
31 compatible with other materials of the work, or cannot be properly coordinated
32 therewith, or cannot be warranted (guaranteed) as required, or cannot be used without
33 adversely affecting Owner's insurance coverage on completed work, or will encounter
34 other substantial noncompliances which are not possible to otherwise overcome
35 except by making requested substitution, which Contractor thereby certifies to
36 overcome such incompatibility, uncoordination, nonwarranty, noninsurability or
37 other noncompliance as claimed.
- 38 4. Where substantial advantage is offered Owner, in terms of cost, time or other
39 valuable considerations, after deducting offsetting responsibilities Owner may be
40 required to bear, including additional compensation to Architect for redesign and
41 evaluation services, increased cost of other work by Owner or separate Contractors,
42 and similar considerations.
43

44 H. Contractor's submittal of, and Architect's acceptance of, shop drawings, product data or
45 samples which indicate work not complying with requirements of Contract Documents,

1 does not constitute an acceptable and valid request for, nor approval of, a substitution.
2

3 I. QUALITY ASSURANCE
4

5 Compatibility of Options: If Contractor is given option of selecting between two or more
6 products for use on Project, product selected shall be compatible with products previously
7 selected, even if previously selected products were also options.
8

- 9 1. Each contractor is responsible for providing products and construction methods
10 compatible with products and construction methods of other contractors.
11 2. If a dispute arises between contractors over concurrently selectable but incompatible
12 products, Architect will determine which products shall be used.
13

14 J. EQUIVALENT PRODUCTS
15

16 Where products or manufacturers are specified by name, Contractor must submit the
17 following, in addition to other required submittals, to obtain approval of an unnamed
18 product proposed as an equivalent:
19

- 20 1. Evidence that the proposed product does not require extensive revisions to the
21 Contract Documents, that it is consistent with the Contract Documents and will
22 produce the indicated results, and that it is compatible with other portions of the
23 Work.
24 2. Detailed comparison of significant qualities of proposed product with those named in
25 the specifications. Significant qualities include attributes such as performance,
26 weight, size, durability, visual effect, and specific features and requirements
27 indicated.
28 3. Evidence that proposed product provides specified warranty.
29 4. List of similar installations for completed projects with project names and addresses
30 and names and addresses of architects and owners, if requested.
31 5. Samples, if requested.
32

33 1.5 OPERATION AND MAINTENANCE INSTRUCTIONS AND EQUIPMENT
34 WARRANTIES
35

- 36 A. The Contractor shall orient and instruct the responsible maintenance personnel designated
37 by the Owner in the Operation of all equipment and shall provide the maintenance
38 personnel with pertinent literature and operational manuals for all equipment. Date and
39 time of demonstrations shall be mutually agreed upon with the Owner. Provide qualified
40 personnel for as long as necessary to fully orient and instruct the Owner. Contractor shall
41 videotape instruction session and provide owner with completed video.
42
43 B. The manuals shall be submitted in (quadruplicate) 3-ring loose-leaf type binders **and**
44 **electronically in PDF format and be able to be TEXT SEARCHABLE** to the Architect
45 for approval with all additional information that the Architect may request and considers

1 necessary for the proper servicing and maintenance of all equipment. Manuals are to
2 include plain paper copies of approved shop drawings and catalog cuts. The quality of the
3 copies may be subject to approval by the Architect. Upon completion and approval, 3
4 copies will be forwarded to the Owner and one copy retained by the Architect.
5

6 C. Manuals shall include no less than the following:

7 1. Operating Procedures:

8 a. Typewritten procedures indicating each mode of operation of each piece of
9 equipment or system. Procedures shall indicate the status of each component of
10 a system in each operating mode.

11 b. Procedures shall indicate names, symbol numbers, valve tags, circuit numbers,
12 schematic control and wiring diagrams, locations of thermostats, manual
13 starters, control cabinets, and other controls of each system.

14 c. Emergency shutdown procedures for each piece of equipment or system, both
15 automatic and manual as appropriate.

16 2. Maintenance Schedule: Typewritten schedule describing manufacturer's
17 recommended schedule of maintenance and maintenance procedures.

18 3. Catalog cuts and shop drawings:

19 a. Catalog cuts shall clearly indicate the exact model and type of each piece of
20 equipment installed in the Project, including all options provided.

21 b. Catalog cuts shall fully describe equipment including physical, electrical,
22 mechanical and other characteristics, performance characteristics and
23 installation or erection diagrams.

24 c. Catalog cuts shall indicate spare part numbers and name, address and telephone
25 number of local representative or service department.

26 4. Typewritten list of all subcontractors on the Project including name, address,
27 telephone number and responsibility on the Project.

28 5. Manuals shall be indexed with dividers indicating each system or piece of equipment.

29 6. Warranties, permits, inspection stickers/approvals and Certificate of Occupancy are
30 to be included.

31
32 D. Required equipment warranties shall be submitted in three copies **and electronically in**
33 **PDF format** to the Architect.
34

35 E. The Contractor shall video tape all instructional sessions and demonstrations and provide
36 the Owner with a copy of the videotape at the end of all demonstrations.
37

38 PART 2 - PRODUCTS

39 NOT APPLICABLE

40 PART 3 - EXECUTION

41
42 3.1 ACTION ON SUBMITTALS

43
44 A. One copy of all submissions will be returned to the Contractor for his files. The Contractor
45 shall mark up other copies so as to conform with the copy returned to him and forward

1 them to all interested Contractors, Subcontractors, and Suppliers.

- 2
- 3 B. The Architect will review and stamp submitted shop drawings in one of the following ways
4 (the actual stamp may be different; below language is shown for an example only)
- 5 1. "No Exceptions Taken": Approved.
 - 6 2. "Make Corrections Noted": Approved, provided the work complies with corrections
7 marked on the submittal.
 - 8 3. "Revise and Resubmit": Do not commence work of this submittal. Revise and
9 resubmit or prepare a new submittal; comply with notations marked on submittal.
 - 10 4. "Rejected": Fundamentally not in compliance. Prepare a new submittal. No
11 notations or comments made.
- 12
- 13 C. Work shall be executed in accordance with "Approved", "Approved As Noted", or
14 "Resubmit for Record" stamp only.
- 15
- 16 D. Architect's review of shop drawings/submittals will constitute checking for general
17 arrangement only, and shall not relieve the Contractor of responsibility for complete
18 compliance with Drawings and Specifications. Contractor shall be responsible for
19 quantities and dimensions to assure a proper fit under field conditions.

20

21 3.2 DISTRIBUTION

- 22
- 23 A. Provide additional distribution of submittals, not included in foregoing copy submittal
24 requirements, to subcontractors, suppliers, fabricators, installers, governing authorities and
25 others as necessary for proper performance of the work. Include such additional copies in
26 transmittal to Architect where required to receive Action marking before final distribution.
27 Show such distributions on transmittal forms.

28

29 3.3 COLOR SELECTIONS

- 30
- 31 A. All colors for all finished surfaces and materials will be selected or approved by
32 TCNJ. The color selections will be made at **one time** to provide a complete and
33 coordinated color schedule which, upon acceptance of the Owner, will be provided to the
34 Contractor. Any and all specific color selections for materials not noted on drawings or in
35 specification shall be chosen by Architect after submittal of samples.
- 36
- 37 B. It is imperative that **all** color information be submitted to the Architect by the Contractor
38 before color selections can be made. If any color selection information is not available
39 when colors are needed to meet the project schedule, the Architect will select colors from
40 one of the named manufacturers in the Specifications, and the Contractor will be required
41 to exactly match that color. A claim for delay will not be accepted if the color schedule is
42 late due to the failure of the Contractor to provide the Architect with all required color
43 information, nor will an extra be entertained if the selected color is not available from the
44 manufacturer the Contractor intended to use but neglected to submit.
- 45

- 1 C. The Contractors are reminded of the requirement to declare all substitutions within 20 days
- 2 of execution of 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
8 knowledgeable in methods and craftsmanship needed to produce required quality levels for
9 workmanship in completed work. Remove and replace work which does not comply with
10 workmanship standards as specified and as recognized in the construction industry for
11 applications indicated. Remove and replace other work damaged or deteriorated by faulty
12 workmanship or its replacement.

13
14 B. In certain instances, specification text requires that specific work be assigned to specialists
15 or expert entities, who shall be engaged for performance of those units of work. These
16 shall be recognized as special requirements over which Contractor has no choice or option.
17 These assignments shall not be confused with, and are not intended to interfere with,
18 normal application of regulations, union jurisdictions and similar conventions. One purpose
19 of such assignments is to establish which party or entity involved in a specific unit of work
20 is recognized as "expert" for indicated construction processes or operations. Nevertheless,
21 final responsibility for fulfillment of entire set of requirements remains with Contractor.
22

23 1.02 INSPECTION, TESTS AND REPORTS

24
25 A. Required inspection and testing services are intended to assist in determination of probable
26 compliances of the work with requirements, but do not relieve any Contractor of
27 responsibility for those compliances, or for general fulfillment of requirements of Contract
28 Documents. Specified inspections and tests are not intended to limit any Contractor's
29 quality control program. Afford reasonable access to agencies performing tests and
30 inspections.

31
32 B. Contractors are responsible for all testing associated with their work (foundations, soils
33 compaction, concrete, steel, roof material testing etc.) and shall submit the name of their
34 proposed testing agency within 15 days of Notice-to-Proceed. Each Contractor is
35 responsible to coordinate the activities of the testing agency to assure that work is tested
36 prior to being covered up or other activities associated to the work begin.
37

38 1.03 ROOF DRAIN TESTING

39 A. Pre-Construction Testing: Prior to the start of any work on the roof, the Contractor shall
40 water-flow test all roof drains (5 minutes at each drain), to determine if any full or partial
41 drain clogs exist in the drainage system.

42 1. The Owner shall have a representative at the test.

- 1 2. The results of the testing shall be reported to the Owner, in writing, prior to the start
2 of work.
- 3 3. The Owner will be responsible for correction of any drain-age problems reported by
4 the Contractor prior to the start of work.
- 5 4. Any drains, piping or other components, whether exposed, concealed, below grade,
6 etc., found to be clogged after the start of construction, and not reported to the Owner
7 prior to the start of construction, shall be cleared, repaired or replaced as required to
8 restore full drainage capacity. All work shall be performed by the Contractor at no
9 additional cost to the Owner, including patching, repair or re-placement of any
10 materials, finishes, landscaping, etc., disturbed in gaining access to drainage
11 components.

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

- 15 1. The Owner shall have a representative at the test.
- 16 2. Report the results of testing to the Owner in writing prior to preparation of the final
17 punchlist inspection.
- 18 3. Any drains, piping or other components, whether exposed, concealed, below grade,
19 etc., found to be clogged shall be cleared, repaired or replaced as required to restore
20 full drainage capacity. All work shall be performed by the Contractor at no
21 additional cost to the Owner, including patching, repair or replacement of any
22 materials, finishes, landscaping, etc., disturbed in gaining access to drainage
23 components.

24 1.04 ROOF DRAIN PROTECTION

- 25 A. Contractor is to make every effort to prevent materials from entering roof drains.
26 Contractor is to install roof rain filters prior to removal of any roof materials.
- 27 B. All debris is to be cleaned away from drains at the end of each day.

28

29 PART 2 - PRODUCTS

30 2.01 ROOF DRAIN FILTERS

- 31 A. Tiddy Gutter DF100001 Roof Drain Foam Filter or Equal.

32

33 PART 3 - EXECUTION

34

35 3.01 REPLACEMENT OF WORK

- 1
2 A. The Contractor shall, within 24 hours after rejection of Work, remove all materials
3 and equipment so rejected and immediately replace said Work, at his cost, to the
4 satisfaction of the Architect. Should the Work of the Owner or other Contractors be
5 damaged by such removal or replacement, the Contractor shall reimburse the Owner
6 or other Contractors for all cost incurred for correcting said damage.
7

8 3.02 EXAMINATION
9

- 10 A. Existing Conditions: The existence and location of site improvements, utilities, and other
11 construction indicated as existing are not guaranteed. Before beginning work, investigate
12 and verify the existence and location of mechanical and electrical systems and other
13 construction affecting the Work.
14

- 15 1. Before construction, verify the location and points of connection of utility services.
16

- 17 B. Existing Utilities: The existence and location of underground and other utilities and
18 construction indicated as existing are not guaranteed. Before beginning sitework,
19 investigate and verify the existence and location of underground utilities and other
20 construction affecting the Work.
21

- 22 1. Before construction, verify the location and invert elevation at points of connection
23 of sanitary sewer, storm sewer, and water-service piping; and underground electrical
24 services.
25

- 26 2. Furnish location data for work related to Project that must be performed by public
27 utilities serving Project site.

- 28 C. Acceptance of Conditions prior to work starting: Examine substrates, areas, and
29 conditions, with Installer or Applicator present where indicated, for compliance with
30 requirements for installation tolerances and other conditions affecting performance. Record
31 observations.
32

- 33 1. Written Report: Where a written report listing conditions detrimental to performance
34 of the Work is required by other Sections, include the following:
35

- 36 a. Description of the Work.
37 b. List of detrimental conditions, including substrates.
38 c. List of unacceptable installation tolerances.
39 d. Recommended corrections.

- 40 2. Verify compatibility with and suitability of substrates, including compatibility with
41 existing finishes or primers.

- 42 3. Examine roughing-in for mechanical and electrical systems to verify actual locations
43 of connections before equipment and fixture installation.

- 1 4. Examine walls, floors, and roofs for suitable conditions where products and systems
2 are to be installed.
3 5. Proceed with installation only after unsatisfactory conditions have been corrected.
4 Proceeding with the Work indicates acceptance of surfaces and conditions.
5

6 3.03 PREPARATION
7

- 8 A. Existing Utility Information: Furnish information to local utility and Owner that is
9 necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services,
10 or other utility appurtenances located in or affected by construction. Coordinate with
11 authorities having jurisdiction.
12
13 B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by
14 Owner or others unless permitted under the following conditions and then only after
15 arranging to provide temporary utility services according to requirements indicated:
16
17 1. Notify Owner not less than two days in advance of proposed utility interruptions.
18 2. Do not proceed with utility interruptions without Owner's/Owner's written
19 permission.
20
21 C. Field Measurements: Take field measurements as required to fit the Work properly.
22 Recheck measurements before installing each product. Where portions of the Work are
23 indicated to fit to other construction, verify dimensions of other construction by field
24 measurements before fabrication. Coordinate fabrication schedule with construction
25 progress to avoid delaying the Work.
26
27 D. Space Requirements: Verify space requirements and dimensions of items shown
28 diagrammatically on Drawings.
29
30 E. Review of Contract Documents and Field Conditions: Immediately on discovery of the
31 need for clarification of the Contract Documents, submit a request for information to
32 Architect. Include a detailed description of problem encountered, together with
33 recommendations for changing the Contract Documents.
34

35 3.04 CONSTRUCTION LAYOUT
36

- 37 A. Verification: Before proceeding to lay out the Work, verify layout information shown on
38 Drawings, in relation to existing conditions and dimensions. If discrepancies are
39 discovered, notify Architect and Owner promptly.
40

41 3.05 INSTALLATION
42

- 43 A. General: Locate the Work and components of the Work accurately, in correct alignment
44 and elevation, as indicated.
45

- 1 1. Make vertical work plumb and make horizontal work level.
- 2 2. Where space is limited, install components to maximize space available for
- 3 maintenance and ease of removal for replacement.
- 4
- 5 B. Comply with manufacturer's written instructions and recommendations for installing
- 6 products in applications indicated.
- 7
- 8 C. Install products at the time and under conditions that will ensure the best possible results.
- 9 Maintain conditions required for product performance until Substantial Completion.
- 10
- 11 D. Conduct construction operations so no part of the Work is subjected to damaging operations
- 12 or loading in excess of that expected during normal conditions of occupancy.
- 13
- 14 E. Tools and Equipment: Only use the best quality tools and equipment with proper
- 15 attenuations for the latest acceptable sound levels.
- 16
- 17 F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component
- 18 securely in place, accurately located and aligned with other portions of the Work.
- 19
- 20 1. Mounting Heights: Where mounting heights are not indicated, mount components at
- 21 heights directed by Architect.
- 22 2. Allow for building movement, including thermal expansion and contraction.
- 23
- 24 G. Joints: Make joints of uniform width. Where joint locations in exposed work are not
- 25 indicated, arrange joints for the best visual effect. Fit exposed connections together to form
- 26 hairline joints.
- 27
- 28 H. Hazardous Materials: Use products, cleaners, and installation materials that are not
- 29 considered hazardous.
- 30

31 **END OF SECTION 01310**

1 **SECTION 01320 - TEMPORARY FACILITIES**

2
3 PART 1 - GENERAL

4
5 1.01 DESCRIPTION OF REQUIREMENTS

6
7 A. Specific administrative and procedural minimum actions are specified in this section, as
8 extensions of provisions in General Conditions and other Contract Documents. Nothing in
9 this section is intended to limit types and amounts of temporary work required, and no
10 omission from this section will be recognized as an indication that such temporary activity
11 is not required for successful completion of the work and compliance with requirements of
12 Contract Documents.

13
14 B. Each Contractor is specifically assigned certain responsibilities for temporary facilities to
15 be used by all Contractors, other entities at the site, the Owner's work forces and other
16 personnel including occupants of the project, the Owner, the Architect, test agencies,
17 personnel of governing authorities, and similar entities and personnel authorized to be at
18 the project site during construction. In general, each Contractor is assigned the
19 responsibilities for installation, operation and removal of each temporary facility which is
20 related by recognized trades to its scope of contract work; and, except as otherwise
21 indicated, each is responsible for costs and use charges associated therewith, including fuel,
22 power usage, water usage and similar usage costs. The Contractor is responsible for
23 temporary facilities not related to any other Contractor's scope of contract work and not
24 otherwise specifically assigned, as designated by the Architect.

25
26 C. No costs or usage charges for temporary facilities are chargeable to the Owner, nor can any
27 Contractor's cost or usage charges for temporary facilities be accepted as the basis for a
28 change order extra. The total costs and usage charges for temporary facilities are included,
29 collectively, in the Contract Amounts.

30
31 1.02 GENERAL REQUIREMENTS

32
33 A. Each Contractor shall provide and operate all hoists, cranes, helicopters and furnish and
34 erect all ladders and scaffolding required by him and his subcontractors, constructed to
35 afford proper protection to craftsmen, their Work and other Work in progress and
36 previously executed.

37
38 1.03 JOB CONDITIONS

39
40 A. Each Contractor shall establish and initiate use of each temporary facility at time first
41 reasonably required for proper performance of the total work of project. Terminate use and
42 remove facilities at earliest reasonable time, when no longer needed or when permanent
43 facilities have, with authorized use, replaced the need.

- 1 B. Each Contractor shall install, operate, maintain and protect temporary facilities in a manner
2 and at locations that will be safe, nonhazardous, sanitary, protective of persons and
3 property, and free of deleterious effects.
4

5 1.04 ENVIRONMENTAL PROTECTION
6

- 7 A. Each Contractor shall provide facilities, establish procedures, and conduct construction
8 activities in a manner that will ensure compliance with environmental and other regulations
9 controlling construction activities at project site. The Contractor shall designate one
10 person, the Construction Superintendent or other, to enforce strict discipline on activities
11 related to generation of wastes, pollution of air/water/soil, generation of noise, and similar
12 harmful or deleterious effects which might violate regulations or reasonably irritate persons
13 at or in vicinity of project site. Anti-pollution measures required by D.E.P., as applicable
14 are to be followed.
15

16 1.05 SECURITY
17

- 18 A. The Contractor shall maintain complete security on the site at all times during and outside
19 of normal working hours to protect the Work and all field offices, and to secure the area of
20 construction by restricting all trespassers.
21 • This means locking the doors and/or gates. A guard is not required.
22 B. Provide a six foot chain link fence around any compounds and/or dumpsters related to
23 this project.
24

25 1.06 TEMPORARY CONSTRUCTION FACILITIES
26

- 27 A. Where mud, snow, ice or other hazardous conditions exist in the purview (Scope of Work)
28 of any Sub Contractor, the Contractor shall remove the hazards immediately and replace
29 with suitable material for the other contractors use. If the Owner is compelled to remove
30 the hazards with their own forces due to inaction by the Contractor, then that Contractor
31 will be back-charged for the work performed by the Owner.
32
33 B. No welding, cutting by torch, or Work utilizing or causing flammable waste shall be done
34 unless adequate fire protection is provided and maintained for the duration of the Work in
35 the area of operations.
36
37 C. **Contractor is to provide road safety and traffic controls when working on or near
38 any roadway or sidewalk on campus. Including flag personnel, signage, cones and all
39 necessary safety measures to assure the safety of the pedestrians and vehicles at all
40 times. This includes escorting deliveries using equipment other than a truck or car on
41 roadways and walkways with a flag person. Backhoes can be run without an escort.**
42

43 1.07 DEBRIS CONTROL (Refer to Section 01524 for further delineation)
44

- 1 A. The Contractor shall be responsible for daily cleaning up of spillages and debris resulting
2 from his operations and from those of his Subcontractors; and shall be responsible for
3 complete removal and disposition of hazardous and toxic waste materials. The Contractor
4 shall provide containers at grade, sufficient for the depositing of nonhazardous/nontoxic
5 waste materials, and shall remove such waste materials from project site at least weekly
6 during cold weather (daily high temperatures below 50°F) and at least twice weekly during
7 mild and warm weather.
8 • Contractor is responsible to provide and pay for all dumpsters.
9
- 10 B. The Contractor shall daily clean all mud, dirt and debris resulting from all trades operations
11 from the adjacent streets, sidewalks, drives and parking areas and shall repair all damage
12 caused by the cleaning to the satisfaction of the Owner.
13
- 14 C. The Contractor is to provide and maintain appropriate means of trash disposal (i.e., chutes)
15 to grade/dumpster. Multiple units may be required and shall be figured for in the bid.
16

17 PART 2 - EXECUTION

18 2.01 ENCLOSURES

- 19
- 20
- 21 A. At earliest possible date, the Contractor shall secure project area against unauthorized
22 entrance at times when personnel are not working. Provide secure temporary enclosure at
23 ground floor and other locations of possible entry, with locked entrances.
24
- 25 B. Where any form of demolition will expose the interior of the building to weather,
26 demolition shall follow the erection of weatherproof walls by the Contractor installed
27 inside the demolition line, sealed and flashed, as required, to keep all water from the
28 building interior. Keep temporary weatherproofing in place until new construction has
29 been completed to the stage where water will not enter the building.
30
- 31 C. The Contractor shall provide constant protection against rain, wind, storms, frost or heat to
32 maintain the work, materials, apparatus and fixtures free from damage. At the end of each
33 day's work, cover work likely to be damaged. During cold weather, protect work from
34 damage by freezing and provide such enclosures and heating apparatus as may be necessary
35 diligently to prosecute the Work without stoppage for reason of unfavorable weather.
36
- 37 D. Wherever a Contractor provides openings through walls or slabs, each location shall be
38 adequately protected at the end of each working day with temporary enclosures to make
39 these areas tight. Openings through exterior walls shall be watertight.
40
- 41 E. Install an 8 foot high fence around the entire site with wind screening. Provide gates as
42 needed to properly access the site to complete the work. Remove the fence once the project
43 is substantially completed. Fence is to have poles into the ground where the fence will be
44 untouched per a period of time, and can have feet with sand bags in areas that the fence
45 may have to be moved occasionally to not interfere with the work.

1
2 **F. For renovation projects: Contractor is to maintain the building in a water tight**
3 **condition during all construction activities by whatever means necessary. Contractor is to**
4 **never do any more removal work during any given day than that contractor can replace in**
5 **the same day in order to make sure the occupants of the building will be protected from the**
6 **possibility of water leakage into the building. Should any leakage occur, the contractor is to**
7 **immediately make the building water tight (on a 24 hour basis) and repair any damage**
8 **caused by the leakage or replace any equipment damaged by the leakage.**
9

10 2.02 TEMPORARY ELECTRICITY

11
12 A. Power is available on site.
13

14 2.03 TEMPORARY VENTILATION

15
16 A. A trade requiring ventilation for Work shall provide fans to induce circulation of air.
17

18 2.04 TEMPORARY TELEPHONES

19
20 A. Each Contractor is responsible for their own telephone service and for payment of all
21 charges relating to that service.
22

23 2.05 TEMPORARY WATER

24
25 A. Water is available on site.
26

27 2.06 TEMPORARY SANITARY FACILITIES

28
29 A. Starting at time of start of work at project site, the Contractor shall provide and maintain
30 self-contained toilet units of type acceptable to governing authorities, adequate, at all stages
31 of construction, for use of personnel at project site. Provide separate facilities for male and
32 female personnel when both sexes are working, in any capacity, at project site. Facilities
33 shall remain in use until completion of project. Use of permanent facilities will not be per-
34 mitted.
35

36 2.07 REMOVAL AND RESTORATION

37
38 A. Prior to acceptance of the Project, each contractor shall remove temporary work for which
39 he has been responsible.
40

41 2.08 OWNER'S RIGHTS

42
43 A. If any Contractor fails to carry out his responsibilities in providing temporary facilities, as
44 set forth above, the Owner shall have the right to take such action as he deems proper for

1 the protection and conduct of the Work, and to deduct the cost thereof from the amount due
2 the Contractor at fault.

3
4
5 B. Extended work days, hours, shifts, weekend work, etc. may be allowed upon coordination
6 and approval by Architect, Owner at no additional cost to the Owner.

- 7 • Should the schedule begin to slip, for any reason, each contractor will be required to
8 work additional shifts or weekends to recover the lost time. Should there be a cost to
9 the College for this overtime work, the contractor will be required to reimburse the
10 owner for said costs.

11
12 2.09 Parking: parking is allowed for two vehicles only. All other parking is to be at the
13 TCNJ Carlton Avenue parking lot. The contractor is responsible to shuttle workers back
14 and forth as needed.

15
16
17
18 **END OF SECTION 01320**

1 **SECTION 01322 – PHOTOGRAPHIC DOCUMENTATION**

2
3 PART 1 – GENERAL

4
5 1.01 RELATED DOCUMENTS

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

10 1.02 SUMMARY

- 11
12 A. This Section includes administrative and procedural requirements for the following work
13 by the General Contractor (other primes are encouraged to document the site and
14 construction, but not required):

- 15
16 1. Preconstruction video or photographs

- 17
18 B. Related Sections include the following:

- 19
20 1. All of Division 1.
21

22 1.03 SUBMITTALS

- 23
24 A. Qualification Data: For photographer.

- 25
26 B. Videotapes: video the existing conditions prior to start of the project and provide TCNJ
27 with a copy of the video.
28

29 1.04 QUALITY ASSURANCE

- 30
31 A. Job Project Manager or Superintendent

32
33 1.05 Not used.

34
35 1.06 USAGE RIGHTS

- 36
37 A. Obtain and transfer copyright usage rights to the Owner for unlimited reproduction of
38 photographic documentation.
39

40 PART 2 – PRODUCTS

41
42 2.01 PHOTOGRAPHIC MEDIA

- 43
44 A. Digital format as agreed to at the project kick off meeting.
45

1 PART 3 – EXECUTION

2

3 3.01 CONSTRUCTION VIDEOTAPES

4

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

7

8 1. Show protection efforts by the Contractor.

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

10

11 **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
8 preparation for final acceptance, final payment, normal termination of Contract, occupancy
9 by Owner and similar actions evidencing completion of the work. Specific requirements
10 for individual units of work are specified in sections of Divisions 2 through 16. Time of
11 closeout is directly related to Substantial Completion, and therefore may be either a single
12 time period for entire work or a series of time periods for individual parts of the work
13 which have been certified as substantially complete at different dates. That time variation,
14 if any, shall be applicable to other provisions of this section.
15
16 B. Substantial completion shall be defined that every material item has been installed.
17 Nothing is missing and therefore, the punch list can begin.
18

19 1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

- 20
21 A. Prior to requesting the Architect's inspection for certification of substantial completion, for
22 either entire work or portions thereof, complete the following and list known exceptions in
23 request:
24
25 1. In progress payment request coincident with or first following date claimed, show
26 either 100% completion for portion of work claimed as substantially complete, or list
27 incomplete items, value of incomplete items, and reasons for being incomplete.
28 2. Include supporting documentation for completion as indicated in these Contract
29 Documents.
30
31 a. Prepare a list of items to be completed and corrected (punch list), the value of
32 items on the list, and reasons why the Work is not complete.
33
34 3. Submit statement showing accounting of changes to the Contract Sum.
35 4. Advise Owner of pending insurance change over requirements.
36 5. Submit specific warranties, workmanship/maintenance bonds, maintenance
37 agreements, final certifications and similar documents.
38 6. All fire sprinklers, devices, alarm system, roofing system, doors, insulation, etc.
39 requiring FM Research approval to submit certification from Factory Mutual.
40 7. Obtain and submit releases enabling Owner's full and unrestricted use of the work
41 and access to services and utilities, including occupancy permits, operating
42 certificates, and similar releases.
43 8. Deliver tools, spare parts, extra stocks of materials, and similar physical items to
44 Owner obtaining a signed receipt of materials delivered. Refer to individual work
45 sections for required quantities of spare parts, extra and overrun stock, maintenance

- 1 tools and devices, keys, and similar physical units to be submitted.
- 2 9. Complete start up testing of systems, and instructions of Owner's
- 3 operating/maintenance personnel. Discontinue, or change over, and remove from
- 4 project site temporary facilities and services, along with construction tools and
- 5 facilities, mockups, and similar elements.
- 6 10. Complete final clean up requirements.
- 7 11. Touch up and otherwise repair and restore marred exposed finishes.
- 8 12. Inspection: Submit a written request for inspection for Substantial Completion to
- 9 Project Manager. On receipt of request, Architect and Project Manager will either
- 10 proceed with inspection or notify Contractor of unfulfilled requirements. Architect
- 11 will prepare the Certificate of Substantial Completion after inspection, the Project
- 12 Manager will notify Contractor of items, either on Contractor's list or additional
- 13 items identified by Architect that must be completed or corrected before certificate
- 14 will be issued.
- 15
- 16
- 17 1. Reinspection: Request reinspection when the Work identified in previous
- 18 inspections as incomplete is completed or corrected.
- 19 2. Results of completed inspection will form the basis of requirements for Final
- 20 Completion.
- 21
- 22 B. Upon receipt of Contractor's request, the Project Manager and Architect will proceed with
- 23 substantial completion inspection. Following inspection, the Architect will either prepare
- 24 the certificate of substantial completion, or advise the Contractor of work which shall be
- 25 performed prior to issuance of certificate. The work remaining to be performed shall be
- 26 completed prior to the punch list for final acceptance.
- 27
- 28 C. Upon receipt of Contractor's notice that work has been completed, including all punch list
- 29 items, but excepting incomplete items delayed because of circumstances acceptable to the
- 30 Project Manager and Architect, the Project Manager and Architect will reinspect the work.
- 31 Upon completion of reinspection, the Architect will either prepare the certificate of final
- 32 acceptance or advise the Contractor of work not completed or obligations not fulfilled as
- 33 required for final acceptance.
- 34
- 35 D. In the event that the work is not completed or obligations are not fulfilled as required for
- 36 final acceptance and the Architect/CM is required to reinspect the work more often than the
- 37 two inspections described, the Contractor shall compensate the Architect and/or the Project
- 38 Manager at the rate of \$500.00 for each additional site visit required for reinspections. The
- 39 compensation shall be processed by change order as a deduction to the Contractor's
- 40 Contract Sum, which amount will be paid to the Architect or Project Manager by the
- 41 Owner, through a change order as an addition to the Architect's or Project Manager's
- 42 Contract Sum.
- 43
- 44 E. **Substantial Completion shall be defined for this project that every element of the**
- 45 **project/construction and the contract, based on the contract and amended drawings**

1 **and specification sections, are installed and the building is deemed complete, less**
2 **repairs and/or touch up type work that would be generally referred to as punchlist**
3 **work. If any components of the building, or site work associated with this contract**
4 **are not installed, the project cannot be deemed substantially completed.**
5
6

7 1.03 PREREQUISITES TO FINAL ACCEPTANCE
8

9 A. Prior to requesting Project Manager and Architect's final inspection for certification of final
10 acceptance and final payment, complete the following and list known exceptions, in
11 request:
12

- 13 1. Submit final payment request with final releases and supporting documentation not
14 previously submitted and accepted. Include certificates of insurance for products and
15 completed operations where required.
- 16 2. Submit release of liens for all subcontractors.
- 17 3. Submit Contractor's statement that his final application, as presented, is the final bill
18 and no other claims will be presented.
- 19
- 20 4. Submit updated final statement, accounting for additional changes to Contract Sum
21 including change orders and allowances.
- 22 5. Submit certified copy of Architect's final punch list of itemized work to be completed
23 or corrected, stating that each item has been completed or otherwise resolved for
24 acceptance, endorsed and dated by Architect.
- 25 6. Submit one set of record documents, bound copies of maintenance/operating
26 manuals, final project photographs, damage or settlement survey, property survey,
27 and similar final record information.
- 28 7. Complete final clean up requirements.
- 29 8. Touch up and otherwise repair and restore marred exposed finishes.
- 30 9. Submit notarized consent of surety to final payment.
- 31 10. Submit final liquidated damages settlement statement, if required, acceptable to
32 Project Manager and the Owner.
- 33 11. Revise and submit evidence of final, continuing insurance coverage complying with
34 insurance requirements.
- 35 12. A letter from the Owner's representative certifying that he has been properly
36 instructed in the operation and maintenance of equipment by the Contractor.
- 37 13. 10% one year Maintenance Bond.
- 38 14. Underwriter's Certificate or Electrical Sub Code Official's Approval.
- 39 15. Fire Alarm Certification and Description - NFPA form 72C including local County of
40 Chester.
- 41 16. HVAC Contractor to submit certified balancing report.
- 42 17. Final acceptance by Architect of record documents
43

44 B. Except as otherwise indicated or requested by Project Manager/Architect, remove
45 temporary protection devices and facilities that were installed during course of the work to

1 protect previously completed work during remainder of construction period.

2
3 1.04 CLEAN UP

- 4
5 A. Remove waste materials from site and dispose of in a lawful manner.

6
7 PART 2 - PRODUCTS

8
9 NOT APPLICABLE

10
11 PART 3 - EXECUTION

12
13 3.01 CLEANING

- 14
15 A. Where extra materials of value remaining after completion of associated work have become
16 Owner's property, dispose of these to Owner's best advantage as directed.
17
18 B. After Substantial Completion of the Work, each Contractor shall do the final cleaning of
19 the surfaces of his installations as may be required by the various Specification sections.
20
21 C. After each Contractor has cleaned their work, The General Contractor shall engage a
22 professional cleaning service to perform final cleaning of the work consisting of cleaning
23 each surface or unit to normal clean condition. Comply with manufacturer's instructions for
24 cleaning operations and chemicals. The following are examples, but not by way of
25 limitation, of cleaning levels required:
26
27 1. Remove labels that are not required as permanent labels.
28 2. Clean transparent materials, including mirrors and window/door glass, to a polished
29 condition, removing substances that are noticeable as vision obscuring materials.
30 Replace broken glass and damaged transparent materials.
31
32 3. Clean exposed exterior and interior hard surfaced finishes, to a dirt free condition,
33 free of dust, stains, films and similar noticeable distracting substances. Except as
34 otherwise indicated, avoid disturbance of natural weathering of exterior surfaces.
35 Restore reflective surfaces to original reflective conditions.
36 4. Wipe surfaces of mechanical and electrical equipment clean, including elevator
37 equipment and similar equipment; remove excess lubrication and other substances.
38 5. Remove debris and surface dust from limited access spaces including roofs, plenums,
39 shafts, trenches, equipment vaults, manholes, attics and similar spaces.
40 6. Vacuum and clean carpeted surfaces and similar soft surfaces.
41 7. Clean light fixtures and lamps to function with full efficiency.
42 8. Clean and wax or polish all hard floors following manufacturer's instructions.
43 9. Clean all window surfaces inside and outside.
44 10. Perform final cleaning in, on and around all casework, sinks, toilets fixtures, etc.
45 11. Clean Project site, yard, and grounds, in areas disturbed by construction activities,

- 1 including landscape development areas, of rubbish, waste material, litter, and other
2 foreign substances.
- 3 12. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other
4 foreign deposits.
- 5 13. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
- 6 14. Remove tools, construction equipment, machinery, and surplus material from Project
7 site.
- 8 15. Remove snow and ice to provide safe access to building.
- 9 16. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition,
10 free of stains, films, and similar foreign substances. Avoid disturbing natural
11 weathering of exterior surfaces. Restore reflective surfaces to their original
12 condition.
- 13 17. Sweep concrete floors broom clean.
- 14 18. Replace parts subject to unusual operating conditions.
- 15 19. Clean plumbing fixtures to a sanitary condition, free of stains, including stains
16 resulting from water exposure.
- 17 20. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces
18 of diffusers, registers, and grills.
- 19 21. Clean ducts, blowers, and coils if units were operated without filters during
20 construction.
- 21 22. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
22 Replace burned-out bulbs, and those noticeably dimmed by hours of use, and
23 defective and noisy starters in fluorescent and mercury vapor fixtures to comply with
24 requirements for new fixtures.
- 25 23. Leave Project clean and ready for occupancy.
- 26
- 27 D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury
28 debris or excess materials on Owner's property. Do not discharge volatile, harmful, or
29 dangerous materials into drainage systems. Remove waste materials from Project site and
30 dispose of lawfully.

31

32 3.02 RECORD DOCUMENTS (Refer to Section 01340, project requirements for
33 submitting Record Documents)

34

35

36 3.03 REMOVE TEMPORARY FACILITIES

37

- 38 A. At the completion of the work prior to final payment, remove all temporary facilities
39 entirely from site, including, but not limited to, the following: Field offices, trailers,
40 shanties, sheds, job telephone, temporary toilets, temporary enclosures, dust barriers and
41 other temporary protection devices.
- 42

43 **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
16 completion.

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

24
25 PART 2 - PRODUCTS

26
27 (NOT USED)

28
29 PART 3 - EXECUTION

30
31 3.01 MAINTENANCE OF PROJECT RECORD DOCUMENTS

- 32
33 A. Do not use record documents of any type for construction purposes.
34
35 B. Maintain record documents in a secure location at the site while providing for access by the
36 contractor and the architect during normal working hours; store in a fire-resistive room or
37 container outside of normal working hours.
38
39 C. Record information as soon as possible after it is obtained.
40
41 D. Assign a person or persons responsible for maintaining record documents.
42
43 E. Record the following types of information on all applicable record documents:
44
45 1. Dimensional changes.

- 1 2. New and revised details.
- 2 3. Revisions to electrical circuits.
- 3 4. Locations of utilities concealed in construction.
- 4 5. Particulars on concealed products which will not be easy to identify later.
- 5 6. Changes made by modifications to the contract; note identification numbers if
- 6 applicable.
- 7 7. New information which may be useful to the owner, but which was not shown in
- 8 either the contract documents or submittals.
- 9

10 3.02 RECORD DRAWINGS

- 11
- 12 A. Maintain a complete set of opaque prints of the contract drawings, marked to show
- 13 changes.
- 14 B. Where the actual work differs from that shown on the drawings, mark this set to show the
- 15 actual work.
- 16
- 17 1. Mark location of concealed items before they are covered by other work.
- 18 2. Mark either record contract drawings or shop drawings, whichever are best suited to
- 19 show the change.
- 20
- 21 C. When the contractor is required by a provision of a modification to prepare a new drawing,
- 22 rather than to revise existing drawings, obtain instructions from the architect as to the
- 23 drawing scale and information required.
- 24
- 25 D. Keep drawings in labeled, bound sets.
- 26
- 27 1. Mark with red pencil.
- 28 2. Mark work of separate contracts with different colors of pencils.
- 29 3. Incorporate new drawings into existing sets, as they are issued.
- 30
- 31 E. Where record drawings are also required as part of operation and maintenance data
- 32 submittals, copy marks to another opaque print obtained from the architect.
- 33
- 34

35 3.03 RECORD PROJECT MANUAL

- 36
- 37 A. Maintain a complete copy of the project manual, marked to show changes.
- 38
- 39 B. Where the actual work differs from that shown in the project manual, mark the record copy
- 40 to show the actual work.
- 41
- 42 1. Include a copy of each addendum and modification to the contract.
- 43 2. In addition to the types of information required on all record documents, record the
- 44 following types of information:
- 45 a. Product options taken, when the specification allows more than one.

- 1 b. Proprietary name and model number of actual products furnished, for each
2 product, material, and item of equipment specified.
3 c. Name of the supplier and installer, for each product for which neither a product
4 data submittal nor a maintenance data submittal was specified.
5

6 3.04 TRANSMITTAL TO OWNER (through the Architect)
7

8 A. Collect, organize, label, and package ready for reference.
9

- 10 1. Bind print sets with durable paper covers.
11 2. Label each document (and each sheet of drawings) with "PROJECT RECORD
12 DOCUMENTS - This document has been prepared using information furnished by
13 _____ " [insert the contractor's name], and the date of preparation.
14

15 B. Submit to the Project Manager for transmittal to the Architect, unless otherwise indicated.
16

17 C. Submit to the Architect four (4) sets of Operation and Maintenance Manuals in three-ring
18 binders, by volume, and indexed per binder (with one master index) to be transmitted to the
19 Architect/Engineer for approval: All to be submitted at one time, not piece meal. Indexing
20 should follow the specification section numbers.
21

- 22 • Include all inspection/approvals/certifications
- 23 • All approved submittals and cut sheets as well as manufacturer's operation and
24 maintenance manuals for each section.
- 25 • Manuals are to be completed in volumes, three ring binders, starting with Division 1
26 and continuing through the last projects Division. The number of volumes is
27 determined by the number of spec section the projects has and by the amount of
28 paper/copies for complete sets of three ring binders.
- 29 • List of all contractors and vendors for the project with names, addresses and phone
30 numbers.
31

32 **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
8 Conditions and 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
21 contract.
22
23

24 1.3 DEFINITIONS

- 25
26 A. Construction Waste: Building and site improvement materials and other solid waste
27 resulting from construction, remodeling, renovation, or repair operations. Construction
28 waste includes packaging.
29

- 30 B. Demolition Waste: Building and site improvement materials resulting from demolition or
31 selective demolition operations.
32

- 33 C. Disposal: Removal off-site of demolition and construction waste and subsequent sale,
34 recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having
35 jurisdiction.
36

- 37 D. Recycle: Recovery of demolition or construction waste for subsequent processing in
38 preparation for reuse.
39

- 40 E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in
41 another facility.
42

43 1.4 SUBMITTALS

- 44
45 A. Waste Management Plan: Submit 4 copies of plan within 30 days of date established for the

1 Notice to Proceed.

2
3 B. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to
4 individuals and organizations. Indicate whether organization is tax exempt.

5
6 C. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals
7 and organizations. Indicate whether organization is tax exempt.

8
9 D. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable
10 waste by recycling and processing facilities licensed to accept them. Include manifests,
11 weight tickets, receipts, and invoices.

12
13 E. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by
14 landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets,
15 receipts, and invoices.

16
17
18
19 1.5 QUALITY ASSURANCE

20
21 A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities
22 having jurisdiction.

23
24 B. Waste Management Conference: Conduct conference at Project site to comply with
25 requirements in Division 1. Review methods and procedures related to waste management
26 including, but not limited to, the following:

- 27
28 1. Review and discuss waste management plan.
29 2. Review requirements for documenting quantities of each type of waste and its
30 disposition.
31 3. Review and finalize procedures for materials separation and verify availability of
32 containers and bins needed to avoid delays.
33 4. Review procedures for periodic waste collection and transportation to recycling and
34 disposal facilities.
35 5. Review waste management requirements for each trade.

36
37 1.6 WASTE MANAGEMENT PLAN

38
39 A. General: Develop plan consisting of waste identification, and waste reduction work plan.
40 Indicate quantities by weight or volume, but use same units of measure throughout waste
41 management plan.

42
43 B. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing,
44 and construction waste generated by the Work. Include estimated quantities and assumptions
45 for estimates.

1
2 C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged,
3 recycled, or disposed of in landfill or incinerator. Include points of waste generation, total
4 quantity of each type of waste, quantity for each means of recovery, and handling and
5 transportation procedures.
6

- 7 1. Salvaged Materials for Sale: For materials that will be sold to individuals and
8 organizations, include list of their names, addresses, and telephone numbers.
- 9 2. Salvaged Materials for Donation: For materials that will be donated to individuals and
10 organizations, include list of their names, addresses, and telephone numbers.
- 11 3. Recycled Materials: Include list of local receivers and processors and type of recycled
12 materials each will accept. Include names, addresses, and telephone numbers.
- 13 4. Disposed Materials: Indicate how and where materials will be disposed of. Include
14 name, address, and telephone number of each landfill and incinerator facility.
- 15 5. Handling and Transportation Procedures: Include method that will be used for
16 separating recyclable waste including sizes of containers, container labeling, and
17 designated location on Project site where materials separation will be located.
18

19 PART 2 - PRODUCTS (Not Used)

20 PART 3 – EXECUTION

21 3.1 PLAN IMPLEMENTATION

22
23 A. General: Implement waste management plan as approved by Project Manager. Provide
24 handling, containers, storage, signage, transportation, and other items as required to
25 implement waste management plan during the entire duration of the Contract.
26
27

- 28 1. Comply with Division 1 Section "Temporary Facilities" for operation, termination, and
29 removal requirements.
30

31 B. Training: Train workers, subcontractors, and suppliers on proper waste management
32 procedures, as appropriate for the Work occurring at Project site.
33
34

- 35 1. Distribute waste management plan to entities when they first begin work on-site.
36 Review plan procedures and locations established for salvage, recycling, and disposal.
37

38 C. Site Access and Temporary Controls: Conduct waste management operations to ensure
39 minimum interference with roads, streets, walks, walkways, and other adjacent occupied and
40 used facilities.
41

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

1
2 3.2 SALVAGING DEMOLITION WASTE
3

4 A. Salvaged Items for Sale and Donation: Not permitted on Project site.
5

6 3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL
7

8 A. General: Recycle beverage containers used by on-site workers.
9

10 B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received
11 for recycling waste materials shall accrue to the Contractor.
12

13 C. Procedures: Separate recyclable waste from other waste materials, trash, and debris.
14 Separate recyclable waste by type at Project site to the maximum extent practical.
15

16 1. Provide appropriately marked containers or bins for controlling recyclable waste until
17 they are removed from Project site. Include list of acceptable and unacceptable
18 materials at each container and bin.
19

20 a. Inspect containers and bins for contamination and remove contaminated materials
21 if found.
22

23 2. Stockpile processed materials on-site without intermixing with other materials. Place,
24 grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
25

26 3. Stockpile materials away from construction area.

27 4. Store components off the ground and protect from the weather.

28 5. Remove recyclable waste off Owner's property and transport to recycling receiving or
29 processor.

30 3.4 RECYCLING DEMOLITION WASTE
31

32 A. Asphaltic Concrete Paving: Break up and transport paving to asphalt-recycling facility.

33 B. Concrete: break up and sort rebar as best as possible. Recycle all concrete.

34 C. Recycle all metal products from the building before demolition (aluminum, steel etc)

35 D. Recycle as much product as possible and provide a complete report to TCNJ to confirm the
36 percentage recycled on the project.
37

38 3.5 RECYCLING CONSTRUCTION WASTE
39

40 A. Packaging:
41

42 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a
43 dry location.

44 2. Polystyrene Packaging: Separate and bag materials.

45 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from

1 Project site. For pallets that remain on-site, break down pallets into component wood
2 pieces and comply with requirements for recycling wood.

3 4. Crates: Break down crates into component wood pieces and comply with requirements
4 for recycling wood.

5
6 B. Wood Materials:

7
8 1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.

9
10 3.6 DISPOSAL OF WASTE

11
12 A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove
13 waste materials from Project site and legally dispose of them in a landfill or incinerator
14 acceptable to authorities having jurisdiction.

15
16 1. Except as otherwise specified, do not allow waste materials that are to be disposed of
17 accumulate on-site.

18 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces
19 and areas.

20
21 B. Burning: Do not burn waste materials on site.

22
23 C. Burying: Do not bury waste materials on site.

24
25 D. Disposal: Transport waste materials off Owner's property and legally dispose of them.

26
27 E. Washing waste materials into sewers or drains is not permitted.

28
29 **END OF SECTION 01524**

BSS 100

SYNTHETIC TRACK RESURFACING SYSTEM SPECIFICATIONS

Part 1 – General

1.1 – Scope

*The synthetic surfacing contractor shall furnish all labor, materials, equipment, supervision, and services necessary for the proper completion of all **BSS 100** Synthetic Track Resurfacing and related work indicated on the drawings and specified herein.*

The synthetic surfacing contractor shall refer to the drawings for the required locations of synthetic track surfacing to be installed. All quantities and dimensions shall be field verified by the synthetic surfacing contractor.

1.2 – Specific Scope of Work

- A. A spray applied application of EPDM and single component 100% solids – pigmented polyurethane over a properly prepared base of polyurethane bound SBR granules base mat and/or existing basemat structural spray.***
- B. Layout and paint all track lines and event markings as required and specified by current IAAF and NCAA rules.***

1.3 – Coordination

The synthetic surfacing contractor shall coordinate the work specified with an authorized and appointed representative of the owner so as to perform the work during a period and in a manner acceptable to the owner.

Part 2 – Codes and Standards

2.1 – Applicable Publications

Codes and standards follow the current guidelines set forth by the International Amateur Athletic Federation (IAAF) and the National Collegiate Athletic Association (NCAA), along with the current material testing guidelines as published by the American Society of Testing and Materials (ASTM).

2.2 – Performance Standards

*The **BSS 100** Track Resurfacing System shall exhibit the following minimum performance standards as required by IAAF:*

A.	Thickness	≥ 13mm
B.	Force Reduction	35 to 50%
C.	Modified Vertical Deformation	0.6 to 1.8mm
D.	Friction	≥ 47 TRRL Skid Resistance
E.	Tensile Strength	≥ 0.5MPa
F.	Elongation at Break	≥ 40%

Part 3 - Quality Assurance

3.1 Contractor Qualifications and Manufacturer Qualifications

- A. *The CONTRACTOR shall have 5 years experience of successfully installing basemat running tracks and shall have installed a minimum of 10 complete polyurethane running track surfacing systems including those requiring a structural spray.*
- B. *The CONTRACTOR shall be able to furnish evidence that they have been in business for a period of not less than five years, under the present name, and if required, furnish financial statements for each of the past five years.*
- C. *The CONTRACTOR shall also be required to have a full time employee on staff with a “Certified Track Builder (CTB)” designation as awarded by the American Sports Builder’s Association. A current CTB certificate shall be included with the bid package for this project.*
- D. *The CONTRACTOR is required to provide documentation that shows the selected specified and installed product meets IAAF Performance Specification for Synthetic Surfaced Athletics Tracks (Outdoor) and is certified in terms of the IAAF certification system as updated to present day.*
- E. *The CONTRACTOR is to provide a list of completed facilities, minimum of 10 which are certified to meet IAAF/NCAA rules & regulations, utilizing the same product as specified.*
- F. *The MANUFACTURER must have a minimum of 10 years of experience with compound two-part polyurethane for athletic surfaces.*
- G. *The MANUFACTURER must offer a minimum of four (4) IAAF Certified Track Systems*

3.2 – Submittals

The following submittals must be received with bid submittal:

- A. *Standard printed specifications of the BSS 100 Track Resurfacing System to be installed on this project.*
- B. *An affidavit attesting that the BSS 100 Track Resurfacing material to be installed meets the requirements defined by the manufacturers currently published specifications and any modifications outlined in those technical specifications.*
- C. *A synthetic track surfacing system sample, 6”x 6”in size, of the same synthetic track surfacing system to be installed on this project.*
- D. *An installation list of outdoor track facilities installed in the last two (2) years using the exact synthetic track resurfacing system specified herein.*

Part 4 – Materials

4.1 – Primers

Primers shall be BEYPRIM, a polyurethane-based primer specifically formulated to be compatible with the paved-in-place SBR granules and BEYPUR track surfacing material.

4.2 – EPDM Granules

The rubber granules for the structural spray wearing coats shall be EPDM peroxide cured, man-made rubber containing a minimum of 20% EPDM and having a density of 1.5 +/- 0.025. For the Structural Spray System and EPDM rubber will be .5mm to 1.5mm, EPDM granules shall be packed in heavy-duty polyethylene bags weighing 55 pounds net. EPDM granules shall be of the same color as chosen by the Owner for the track surface.

4.3 – Structural Spray Coating

The spray coating shall be BEYPUR, an MDI-based single-component, moisture cured, 100% solids, pigmented polyurethane, specifically formulated for compatibility with EPDM granules. The coating shall be the color specified by the owner. Pigment intergraded in the field shall not be allowed.

4.4 – Line Marking Paint

All line and event markings shall be applied by experienced personnel utilizing a single component, moisture cured, aliphatic polyurethane paint compatible with the BSS 100 Track Surfacing material.

Part 5 – Installation

5.2 – Thickness

*The thickness of the **BSS 100 Synthetic Track Resurfacing System** shall be at a rate of approximately 1.8 lbs/sq. yd. per application (two applications required).*

5.3 – Equipment

*The **BSS 100 Synthetic Track Resurfacing System** components shall be processed and installed by specially designed machinery and equipment. The respray course shall be installed using automatic electronic portioning, which provides continuous mixing and feeding for an accurate, quality controlled installation.*

5.4 – Installation

A. Preparation

The existing polyurethane surface to be recoated shall be clean of all dirt, grease, oil, or potential bond breakers. Surface shall be power washed, if necessary, and allowed to dry prior to re-spraying.

Any vegetation migrating in the existing base or surface shall be removed in a manner so as to not damage the surface. These areas in question shall be treated with “round-up” herbicide to inhibit the future growth.

B. Primer Course

After the surface is cleaned, apply a special Beynon Sports Surfaces, Inc. polyurethane prime coat.

C. Wearing Course

After the primer coat has properly cured apply a thixotropic mixture of 0.5 to 1.5 millimeter EPDM granules mixed with BEYPUR single-component structural spray coating, mixed in a suitable metal container using a drill and mixing paddle and spray applied using approved air spray equipment designed to handle this heavy rubber mixture. The structural spray coating is applied in applications utilizing 1.80 pounds per square yard

for each application. The structural spray shall be made in two (2) uniform applications.

5.5 – Site Conditions

- A. Installation shall not take place if adjacent or concurrent construction generates excessive dust, abrasives or any other by-product that, in the opinion of the installer, would be harmful to the track material, until completion of such works.*
- B. If, in the opinion of the installer of the synthetic material, the weather and/or climatic conditions are detrimental to the proper installation of the surfacing materials, work shall be delayed until conditions are acceptable. Preferred installation temperature is fifty degrees Fahrenheit and rising. Installation shall be executed only in dry conditions.*

Part 6 – Line Striping and Event Markings

6.1 – Layout

Line striping and event markings shall be laid out in accordance with current IAAF and NCAA rules.

6.2 – Certification

Upon completion of the installation, the owner shall be supplied with all necessary computations and drawings, as well as a letter of certification attesting to the accuracy of the markings.

Part 7 – Guarantee

*The contractor warrants that the synthetic track surface shall be free from defects in workmanship, labor and material under normal use and service for a period of twenty-four (24) months. Track striping and markings shall be warranted for a period of twenty- four (24) months. A **maintenance bond** for one year from completion shall be furnished.*

This warranty does not apply to any damage to the surface which may be caused by improper design or engineering, by an inadequate or defective base or by normal wear and tear. The surface installer shall guarantee all labor, materials and workmanship for the synthetic surfaces for a period of twenty-four (24) months.

The installer shall supply the Owner with written instructions on care of this surface.

RULE 1

Construction of Facilities

The facilities specifications listed in this rule represent the minimums necessary to host intercollegiate track and field and cross country. Technical information on construction, layout and marking is contained in detail in the International Association of Athletics Federations' (IAAF) Track and Field Facilities Manual. The tolerances listed in this manual are acceptable. The American Sports Builders Association Construction and Maintenance Manual is available as a resource.

Track calculations and measurements, to verify compliance with NCAA rules, must be metric. Imperial distances, used within these rules for convenience, are conversions from, approximations of and less accurate than the stated metric values.

Note: Figures are not drawn to scale.

SECTION 1. The Track and Runways

The Area

ARTICLE 1. With respect to grade or slope:

- a. The maximum lateral inclination permitted for the outdoor oval track across the full width of the track, preferably toward the inside lane, across all separate indoor and outdoor straightaways and across all runways, should not exceed 1:100, one percent (1%). The maximum lateral inclination permitted for a flat indoor track, across the full width of the oval toward the inside lane, shall not exceed 1:1,000, one-tenth of one percent (0.1%). Any indoor facility that exceeds this inclination shall be defined as banked. The inside edge of the curb or lane line shall be horizontal throughout the length of the outdoor or indoor track.
- b. The maximum overall downward inclination permitted in the running direction for the track, the running direction for all runways and the throwing direction for all landing sectors shall not exceed 1:1,000, one-tenth of one percent (0.1%). Inclination shall be measured by comparing the start and end points of the races that use a straightaway or a portion of the oval, the last 20 meters of the javelin runway, the start and end points of other runways, not to exceed 40 meters, and the full graded length of each landing sector. In addition, for indoor facilities, the maximum downward inclination permitted in the running direction shall not exceed 1:250, four-tenths of one percent (0.4%), between any two points.
- c. In the high jump approach and takeoff area, the maximum overall downward inclination of the last 15 meters shall not exceed 1:250, four-tenths of one percent (0.4%), in the running direction toward the center of the crossbar.
- d. The surface of a throwing circle shall be level.

ARTICLE 2. a. The standard outdoor running track shall be 400 meters in length, not enclosed within a covered structure and not less than six lanes wide.

- b. The standard indoor running track shall be 200 meters. This distance may be reduced or exceeded. Indoor tracks that are equal to or exceed the standard outdoor running track length shall not be considered an indoor track. The indoor track should have at least six lanes. The length of any indoor track constructed after January 2004 shall not exceed 300 meters.
- c. Indoor tracks, runways and takeoff areas should be covered with synthetic material or have a wooden surface. These surfaces should be able to accept 6 millimeter (¼ inch) spikes for synthetic surfaces and 3 millimeter (⅛ inch) spikes for wood. Where technically possible, runways shall have a uniform resilience.
- d. The track shall normally consist of two parallel straights and two semicircular curves of equal and consistent design.
- e. An indoor track may be banked. The angle of banking should not be more than 18 degrees for a 200-meter track. This angle may vary based upon the size of a track. The angle of banking in all lanes should be the same at any cross section.
- f. Lanes shall be marked on both sides by white lines 5 centimeters wide. The lanes shall be numbered with lane one on the left when facing the finish line.
- g. No lane around a full curve with a constant running radius exceeding 50 meters shall be eligible for an NCAA record or NCAA championship qualifying. The inside radius of the curves on a 200-meter indoor track should be at least 18 meters and not more than 21 meters.
- h. Whenever possible, there should be an obstacle-free zone on the inside and on the outside of the track at least 1 meter wide. For indoor facilities, all events should be unobstructed by facility limitations (that is, shortened runways, bleacher seats, overhead beams, etc.). At least 9.14 meters (30 feet) of overhead clearance should be provided without obstruction (lights, beams, ceiling, etc.).

Surveying

ARTICLE 3. Tracks shall be surveyed by a competent surveyor such as, but not limited to, a registered land surveyor, professional engineer, or Certified Track Builder (CTB). All measurements shall be certified after initial construction and after each resurfacing. This shall also apply to each assembly of an indoor facility and the addition of any new track markings. This certification shall be maintained and made available upon request.

The surveyor's written certification shall list the exact distance or inclination measurements for the following:

- a. Levels of the track, runways, approaches and landing surfaces;
- b. Permanent track, runway, approach and landing surface measurements;
- c. Start and finish lines;
- d. Track lanes;
- e. Baton-passing zones;
- f. Steeplechase water-jump pit;
- g. Hurdle placements; and
- h. Throwing surfaces — the shot put, hammer and discus circles.

Track Markings

ARTICLE 4. The following international color code should be used when marking an indoor or outdoor track:

- a. Starting line (white) — 55/60 Meters, 55/60 Meter Hurdles, 100 Meters, 100/110 Meter Hurdles, 200 Meters, 300 Meters, 400 Meters, 1500 Meters, Mile, 3000 Meters, Steeplechase, 5000 Meters, 10,000 Meters;
- b. Starting line (white with green insert) — 800 Meters, one-turn stagger;
- c. Starting line (white with red insert) — 4x200 Meter Relay, four-turn stagger;
- d. Starting line (white with blue insert) — 4x400 Meter Relay, three-turn stagger;
- e. Multiple waterfall starting lines (white);
- f. Finish line (white) — all;
- g. Relay exchange zones — 4x100 Meter Relay (yellow), 4x200 Meter Relay (red), 4x400 Meter Relay (blue);
- h. Hurdle locations — 100 Meter Hurdles (yellow), 110 Meter Hurdles (blue), 400 Meter Hurdles (green), Steeplechase (black); and
- i. Break line (green).

Measuring Distances

ARTICLE 5. The distance to be run in any race shall be measured from start to finish between two theoretical hairlines. In races run on straightaway courses, the distance shall be measured in a straight line from the starting line to the finish line. In races around a curve, lane one, and all distances not run in lanes, shall be measured 30 centimeters outward from the inner edge of the track if designed for and surveyed based on the existence of a regulation curb. If not so designed, lane one shall be measured 20 centimeters from the left-hand lane line.

For all races in lanes around one or more curves, the distance to be run in each lane, except lane one, shall be measured 20 centimeters from the outer edge of the lane line that is on the runner's left. See Figure 1.

Note: A competent surveyor should determine the lane staggers since the staggers are not the same for races run entirely in lanes and races that use a break line. Additional variation occurs as the actual length of the straightaway varies. Tables for in-lane race staggers and break line race staggers with varying straightaways are available on the NCAA playing rules website at www.ncaa.org/playingrules.

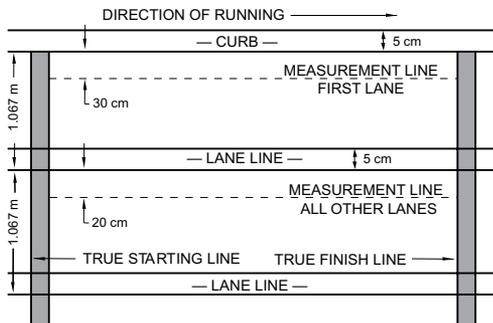


Figure 1—Track Measurements

Cones and Curbing

ARTICLE 6. A track surveyed based on the existence of a curb shall, at a minimum, have the full curves bordered by a curb of suitable material

approximately 5 centimeters high and at least 5 centimeters wide. The edges of the curb shall be rounded. See Figure 1.

Cones may be used to replace a curb temporarily when the curb interferes with other events, but not as a substitute for a curb. If a section of the curb must be temporarily removed for any reason, its place shall be marked by a white line 5 centimeters wide and by cones at least 15 centimeters high. The cones shall be placed on the track on top of the line so that the outward face of the cone coincides with the edge of the white line closest to the track. The cones shall be placed at intervals not exceeding 4 meters.

For world, American and NCAA outdoor championship records, a regulation curb must be in place. For outdoor and indoor championship qualifying on a track surveyed for a curb, a regulation curb must be in place. For indoor records and all championship qualifying on a track surveyed for no curb, the inside white line must be marked additionally with cones. Beginning December 1, 2018, all newly constructed or resurfaced indoor tracks shall be surveyed for a curb and shall have a regulation curb in place for competition. Beginning January 1, 2021, all newly constructed or resurfaced outdoor tracks shall be surveyed for a curb and shall have a regulation curb in place for competition.

Visible Starting Line

ARTICLE 7. A visible starting line, 5 centimeters wide, shall be marked on the track just within the measured distance so that its near edge is identical with the exactly measured and true starting line. See Figure 1.

The visible starting line for all races not run in lanes (including the 800 Meters, when alleys are used) shall be curved so that all competitors run the same distance going into the curve. See Figure 2. The curved start line may extend beyond the outer-most lane, provided the same start surface is available.

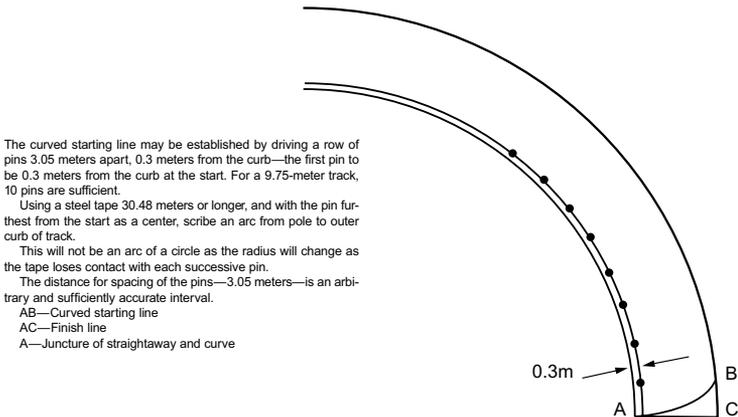


Figure 2--Curved Starting Line

Visible Finish Line

ARTICLE 8. A visible finish line, 5 centimeters wide, shall be marked on the track just outside the measured distance so that its edge nearer the start is identical with the exactly measured and true finish line. See Figure 1.

Lane numbers of reasonable size shall be placed at least 15 centimeters from the common finish line.

A section of the intersection of each lane line and the finish line shall be painted black in a pattern to assist photo-finish lane identification and camera alignment. Figure 3 is an example.

Except where their use may interfere with fully automatic timing devices, two white posts may denote the finish line and be placed at least 30 centimeters from the edge of the track. The finish posts shall be of rigid construction, approximately 1.4 meters high and 5 to 8 centimeters in diameter.

Note: A common finish line is recommended for all races. Lines in the finish area should be kept to a minimum. If additional lines are necessary, the lines should be of a less conspicuous color than the finish line, so as not to cause confusion.

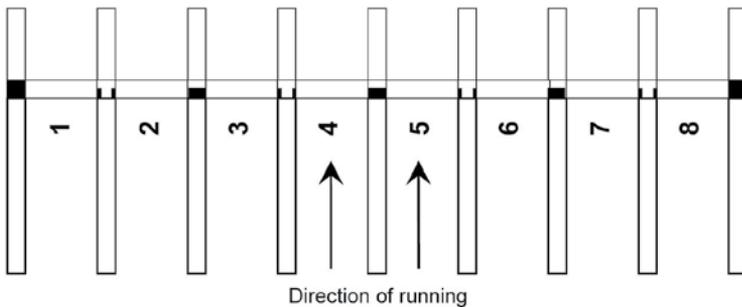


Figure 3--Finish-Line Intersection Example

Running Lanes

- ARTICLE 9. a. In all race distances up to and including 400 meters, each contestant shall have a separate lane marked by white lines of paint or suitable substance 5 centimeters wide. See Figure 1.
- b. Lanes on an outdoor facility shall have equal width, with a minimum of 1.067 (± 0.01) meters (42 inches) and a maximum of 1.22 (± 0.01) meters (48 inches), including the white line to the right.
- c. Lanes on an indoor oval shall have equal width, with a recommended minimum of 0.914 (± 0.01) meters (36 inches), including the white line to the right.
- d. Lanes on an indoor straightaway shall have equal width, with a recommended minimum of 1.067 (± 0.01) meters and a maximum of 1.22 (± 0.01) meters, including the white line to the right. There should be a minimum of 3 meters behind the start line and 10 meters beyond the finish line free of any obstruction. Clearance beyond the finish line should be at least 20 meters.
- e. Hurdle lanes shall be at least 1.067 meters wide. If hurdle lanes are not marked on the track, they shall be judged as equivalent to 2 centimeters wider than the total width of each hurdle.

Break Line

ARTICLE 10. A visible break line 5 centimeters wide shall be an arc across the track showing the position at which competitors are permitted to leave his or her respective lanes or staggered alleys. This applies to outdoor events of at least 800

meters and indoor events authorized to use a break line and shall be positioned accordingly for specific events. The marking of an outdoor one-turn break line on the home straight shall be at least the point, indicated additionally with a single cone, where the competitors in the outer group are allowed to join those using the regular starting line.

The arc of the break line should reflect an adjustment in each lane so that competitors in outside lanes travel the same distance to reach an inside position as competitors in the inside lanes.

Cones not more than 15 centimeters in height shall be placed on the lane lines immediately before the intersection of each lane line and the break line. Cones of this height, separated as described in Rule 1-1.6, shall be used to mark the inside of any single outer alley used for a race between the start of the alley and the break line.

Relay Zones

ARTICLE 11. In the 4x100 and 4x200 Meter Relays, and in the first exchange of the Sprint Medley Relay (200, 200, 400, 800), each baton exchange zone shall be 30 meters, of which the scratch line is 20 meters from the start of the zone. For the second and third exchange of the Sprint Medley Relay, and for all exchanges in the 4x400 Meter and longer relays, each exchange zone shall be 20 meters, of which the scratch line is in the center formed by lines drawn 10 meters on each side of the measured center line. If designated by lines, the zone is between the edges of the lines closest to the start. All boxes or triangles denoting the limits of the zone shall be within the zone. If designated by lines, the zone is between the edges of the lines closest to the start. All boxes or triangles denoting the limits of the zone shall be within the zone.

SECTION 2. The Hurdles

The placement of hurdles shall be in accordance with the following table:

PLACEMENT OF HURDLES				
	No. of Hurdles	Distance Start to 1st Hurdle	Distance Between Hurdles	Distance Last Hurdle to Finish
55 Meter Hurdles (men)	5	13.72 m	9.14 m	4.72 m
55 Meter Hurdles (women)	5	13 m	8.5 m	8 m
60 Meter Hurdles (men)	5	13.72 m	9.14 m	9.72 m
60 Meter Hurdles (women)	5	13 m	8.5 m	13 m
100 Meter Hurdles	10	13 m	8.5 m	10.5 m
110 Meter Hurdles	10	13.72 m	9.14 m	14.02 m
400 Meter Hurdles	10	45 m	35 m	40 m

SECTION 3. The Steeplechase

Distance

ARTICLE 1. The standard distance for the Steeplechase shall be 3000 meters.

Jumps

ARTICLE 2. There shall be 28 hurdle jumps and seven water jumps included in the 3000 Meter Steeplechase. The distance from the starting point to the finish line on the first lap shall not include any jumps. The water jump shall be the fourth jump in each lap. If necessary, the finish line shall be moved to accommodate this rule.

Measuring Course

ARTICLE 3. The following measurements are provided as a guide, and any adjustments necessary shall be made by lengthening or shortening the distance at the starting point of the race. In this chart, it is assumed that a lap of 400 meters has been shortened 10 meters by constructing the water jump inside the track. The approach to and exit from the water-jump hurdle should be straight for approximately 7 meters.

Possible Steeplechase Measurements

Distance from starting point to commencement of 1st lap, to be run without jumps	270 m
Distance from start of 1st full lap to 1st hurdle.....	10 m
From 1st to 2nd hurdle.....	78 m
From 2nd to 3rd hurdle	78 m
From 3rd hurdle to water jump.....	78 m
From water jump to 4th hurdle.....	78 m
From 4th hurdle to finish line.....	68 m
Lap of 390 m x 7 laps = <u>2730 m</u>	
3000 m	

Note: Since the water jump may be constructed in the area inside or outside the track, thereby lessening or lengthening the normal distance of the laps, it is not possible to prescribe any rule specifying the exact length of the laps or to state precisely the position of the water jump. There must be enough distance from the starting line to the first hurdle to prevent the competitors from overcrowding, and there should be approximately 68 meters from the last hurdle to the finish line.

Placement of Hurdles on Track

ARTICLE 4. The hurdles shall be placed on the track so that at least 30 centimeters of the top bar, measured from the inside edge of the track, will extend inside the inner edge of the track. The hurdles shall extend at least 3.66 meters into the track. See Figure 4.

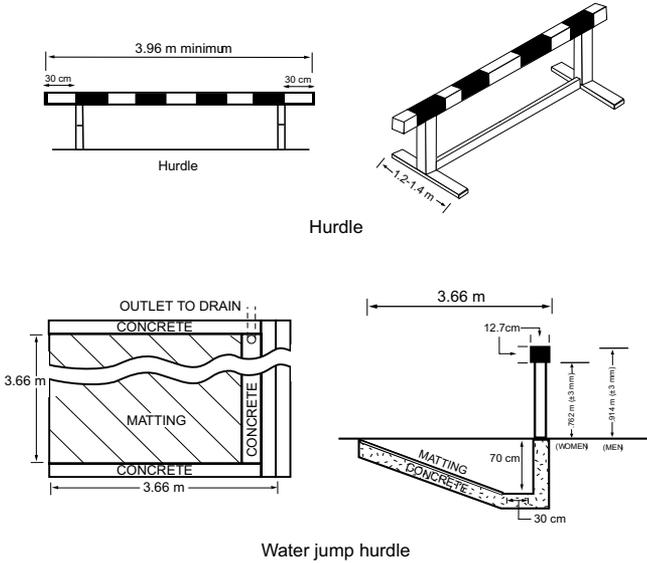


Figure 4-Water-Jump and Hurdle Measurements

Water-Jump Construction

ARTICLE 5. It is recommended that the water jump be placed on the inside of the track. The water jump, including the hurdle, shall be 3.66 (±0.02) meters long and 3.66 (±0.02) meters wide. The water shall be at least 70 centimeters deep immediately after the hurdle, and the pit shall have a constant upward slope from a point 30 centimeters past the water-jump hurdle to the level of the track at the far end. The landing surface inside the water jump should be composed of a nonskid, shock-absorbent material. A suitable material between the vertical uprights of the water-jump hurdle is recommended to aid the competitor with depth perception. See Figure 4.

The hurdle at the water jump shall be firmly fixed in front of the water and be of the same height as the other hurdles in the competition.

For construction or resurfacing after January 2008, the approach to and run-out from the water jump shall be of the same material as the track surface.

SECTION 4. The High Jump

Approach

ARTICLE 1. The approach should be an octagon or square and shall provide a run-up of at least 15 meters. The length of the approach run is unlimited.

Takeoff Area

ARTICLE 2. The takeoff area is the semicircle enclosed by a 3-meter radius whose center point is directly under the center of the crossbar.

SECTION 5. The Pole Vault

Vaulting Box

ARTICLE 1. The vaulting box in which the vaulting pole is planted shall be constructed of suitable rigid materials. Its dimensions and shape shall be those shown in the accompanying diagram.

The box shall be of a contrasting color from the runway and shall be immovably fixed in the ground so that all of its upper edges are flush with the takeoff area. The angle between the bottom of the box and the back of the box shall be 105 degrees. See Figure 5.

Runway

ARTICLE 2. A vaulting runway constructed after January 2006 shall be at least 40 meters long. The maximum width of the runway shall be 1.22 (± 0.01) meters. The full length of the runway may be permanently marked with lines on or touching the runway edge that are not more than 2 centimeters wide by 5 centimeters long to indicate the distance from the back of the vaulting box.

Runway Markings

ARTICLE 3. The center of the runway shall be marked with seven permanent lines in the pattern shown in Figure 6. Each line shall be 5 centimeters wide and 30 centimeters from the same respective point of an adjacent line. Each short line shall be 30 centimeters long. The long line is 90 centimeters in length. The distance from the edge of the long line closest to the landing pit to the point where the back of the vaulting box meets the runway shall be 3.65 meters.

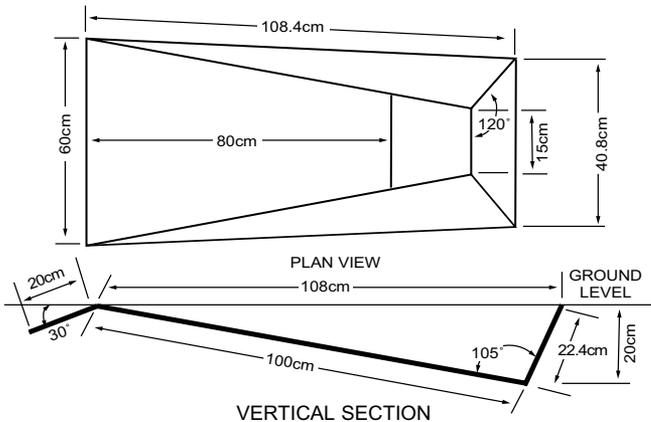


Figure 5--Pole Vault Box

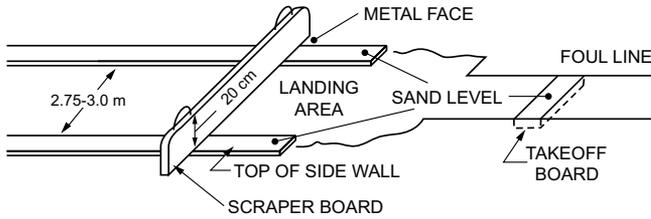


Figure 7--Control of Sand Level in Long Jump and Triple Jump

Takeoff

ARTICLE 3. The takeoff shall be a board made of wood or other suitable rigid material approximately 20 centimeters wide, at least 1.22 meters long and not more than 10 centimeters thick. The upper surface of the board must be level with the runway surface. This board shall be painted white and be firmly fixed in the runway.

In the absence of a takeoff board, the triple-jump takeoff area shall be approximately 20 centimeters wide and at least 1.22 meters long, and shall be painted white or firmly affixed (that is, tape) on the all-weather runway.

Foul Line

ARTICLE 4. The edge of the takeoff board nearest the landing pit shall be the foul line.

Foul-Indicator Aid

ARTICLE 5. For the purpose of aiding the calling of fouls:

- a. The area immediately beyond the foul line may be prepared as shown in Figure 8.
- b. The foul may be detected by an electronic foul-line indicator with validation by an image-capturing system.

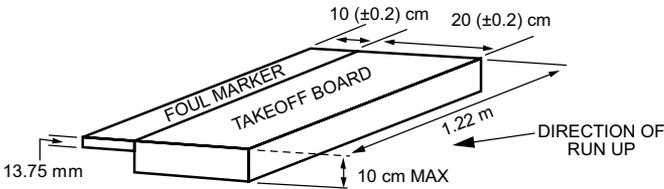


Figure 8—Long Jump and Triple Jump Takeoff Board and Foul Marker

SECTION 7. The Throwing Area

Shot Put, Discus Throw, Hammer Throw, Weight Throw

Materials

ARTICLE 1. The circles in throwing events shall be made of a band of metal 6 millimeters thick, or suitable rigid material firmly secured flush with the throwing surface, the top of which shall be flush with the surface outside the

circle. See Figures 10, 11 and 14. The interior surface should be of concrete or material providing a similar surface and shall be 19 (±6) millimeters lower than the surface outside the circle.

Note: The IAAF stipulates a flanged circle 76 millimeters high, embedded below the throwing surface, to provide rigidity.

Diameters

ARTICLE 2. The inside diameters of the Shot Put, Weight Throw and Hammer Throw circles shall be 2.135 (±0.005) meters, and the diameter of the Discus Throw circle shall be 2.500 (±0.005) meters.

Insert

ARTICLE 3. An insert may be used to convert a throwing circle from a 2.5-meter diameter to a 2.135-meter diameter. The insert shall be 19 (±6) millimeters high and made of metal or suitable extremely rigid material (malleable rubber is not suitable) and be firmly secured flush with the throwing surface.

Dividing Line

ARTICLE 4. All circles shall be divided in half by a 5-centimeter line extending at least 75 centimeters from the outer edge of the circle to the end of the throwing pad and measured at right angles to the imaginary center of the throwing sector. Lines shall not be painted within any throwing circle.

Sector

ARTICLE 5. Radial lines 5 centimeters wide shall form a 34.92-degree angle extended from the center of the circle. See Figure 9. The inside edges of these lines shall mark the sector. For the Discus Throw, Hammer Throw and Weight Throw, sector flags should mark the ends of the lines and the sector shall be centered within the enclosure.

The level of the surface within the landing area shall be the same as the level of the surface of the throwing circle.

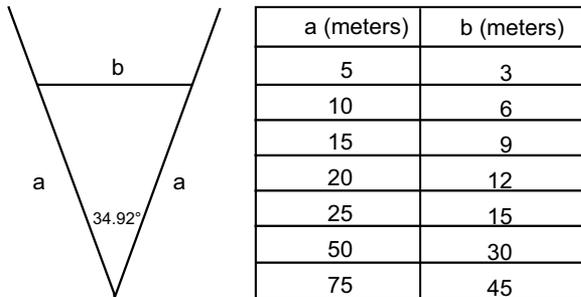


Figure 9—Establishing the Sector

SECTION 8. The Shot Put Area

Stopboard

ARTICLE 1. The stopboard shall be an arc of wood, or other suitable materials, painted white and firmly fixed so that its inner edge coincides with the inner edge of the shot-put circle. It shall measure 1.21 (±0.01) meters long

along the chord between its endpoints, 112 millimeters and increasing to 300 millimeters wide, and 100 (±2) millimeters high. See Figure 10.

Stop Barrier

ARTICLE 2. For an indoor facility, a stop barrier shall be used to contain the shot within the shot put area.

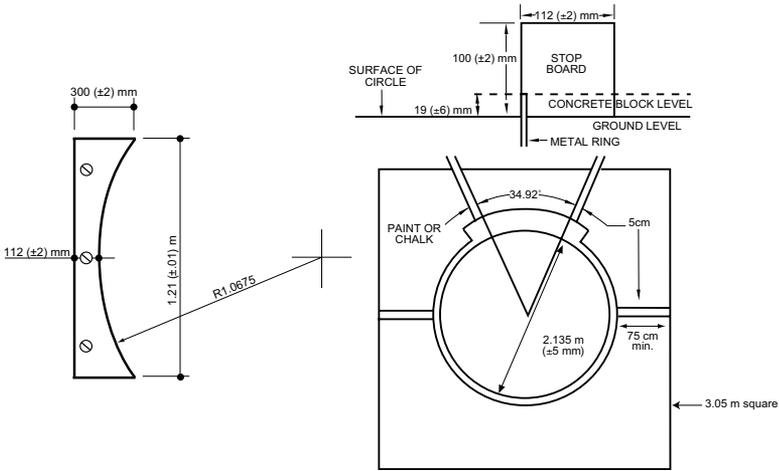


Figure 10—Shot Put Circle
 Note: Lines shall not be inside the circle.

SECTION 9. The Discus Throw/Hammer Throw Area

Enclosure

All hammer and discus throws shall be made from an enclosure or cage that shall be centered on the circle and with the sector centered on the nonmovable cage opening, designed in such a way to provide adequate control of the implement landing and a fair venue for the throwers. Cage design is acknowledged to provide limited protection for spectators, officials and competitors. It does not ensure safety. Exact measurements and pole placements may vary based on local conditions and cage design, but should provide for the minimum distances specified.

The following specifications are for the hammer or discus cage when thrown outside the stadium while spectators are present, or inside the stadium while other events are in progress, and should be considered a minimum configuration. The dimensions listed, while not absolute, are considered acceptable for achieving the overall purpose of a cage. All possible efforts shall be made to achieve the minimum configuration. Figures 12 and 13 provide illustrations of possible cage designs.

- a. The throwing circle shall be surrounded by a cage made with suitable material, hung from and between rigid posts, sufficient to withstand and absorb an impact from the implement so that the implement will not escape over or through, and to reduce the possibility of the implement ricocheting

- or rebounding back toward the competitor. The purpose of the cage is to contain, but not interfere with, the flight path of the implement.
- b. Rigid posts, approximately six in number, positioned in line with and to the rear of the front edge of the throwing circle, shall be approximately 4 meters from the center of the circle and allow for panels of suitable material between 2.74 and 2.90 meters wide that are at least 3.50 meters from the center of the circle. Panels for the discus shall be at least 4 meters high. Panels for the hammer cage shall be at least 5 meters high.
 - c. Panels of suitable material between 2.74 and 2.90 meters wide and at least 6.15 meters high, shall be hung between each of the two rigid posts in line with the front edge of the throwing circle and each of two additional rigid posts toward the throwing sector that are at least 2.85 meters from the sector line. These posts will be located approximately 6 meters from the center of the throwing circle and will provide a total fixed cage opening of between 8 and 9 meters.
 - d. When used for throwing the hammer, movable panels of suitable material at least 4.20 meters long and at least 6.15 meters high, shall be affixed to the rigid posts furthest from the circle toward the landing area. For a right-handed thrower (counter-clockwise rotation), the right movable panel shall be open so that it is parallel to the sector line on the right side and maintains the minimum 2.85-meter distance from the sector line. For a right-handed thrower, the left movable panel is placed in a position so that its nonpivot end is as perpendicular to the sector line as possible and is not more than 1.5 meters into the sector and at least 6 meters from the center of the circle. For a left-handed thrower (clockwise rotation), the movable panel configuration is reversed.
 - e. An area of flagging shall identify an implement landing danger zone of at least 55 degrees from the center of the throwing circle.
 - f. Cage configurations that are more restrictive than the minimums set forth in this rule may be used.

Note 1: Whenever possible, the height of the panels of suitable material described in paragraphs c and d shall be increased. The recommended minimum height is 8 meters. Cages may have additional panels or designs to increase control of the implement landing area.

Note 2: The movable panel that is normally parallel to the sector line should be positioned closer to the sector line in cases in which the facility has the throwing area in close proximity to other event venues, so that greater control of the implement landing is achieved.

Note 3: Cage design to allow for throwing both hammer and discus from the same cage is permitted. Circle placement, suitable material height and movable panel size and location must achieve the overall goals indicated above, but these panels or designs may not create a restricted area for the thrower that is less than specified in this rule.

Note 4: The height of the discus cage shall be at least 4 meters.

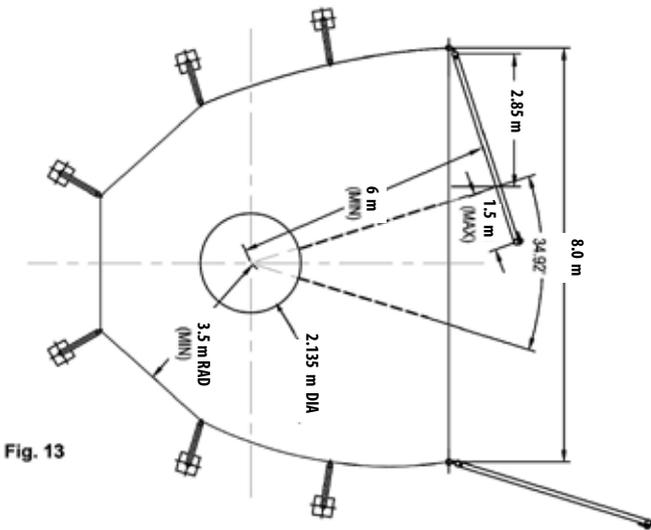


Figure 12 and 13—Possible Discus/Hammer Cage Designs

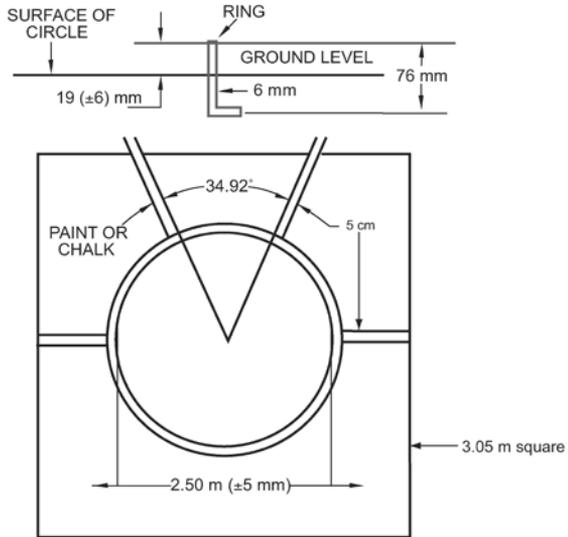


Figure 14—Discus Throw Circle
Hammer throw requires an insert in the circle
(see Figure 11 and Rule 1-7-3).

Note: Lines shall not be inside the circle.

SECTION 10. The Weight Throw Area

Enclosure

All weight throws shall be made from an enclosure or cage that shall be centered on the circle, complies with the safety and material provisions of Rule 1-9, including the Notes, and follows the guidelines for the hammer enclosure in Rule 1-9, except for the following:

- The rigid posts surrounding the circle shall be positioned to allow for panels of suitable material approximately 1.91 meters wide, at least 3.66 meters high and at least 2.5 meters from the center of the circle.
- The two movable panels shall be at least 1.30 meters wide and at least 3.66 meters high. See Figure 15.

Note 1: The Weight Throw may be conducted indoor or outdoor.

Note 2: Anchored drop-down nets may be used as a substitute cage in order to satisfy the safety of material provisions of the rule.

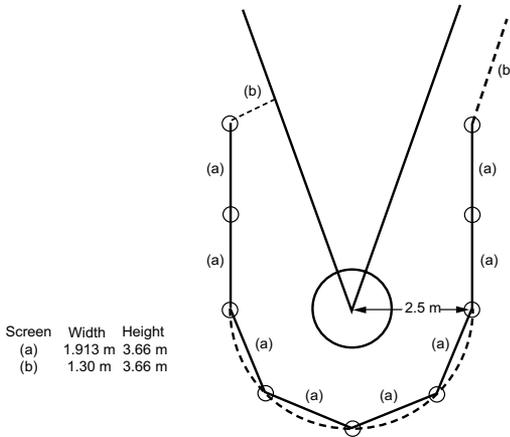


Figure 15 — Construction of Weight Cage

SECTION 11. The Javelin Throw Area

Foul Line

ARTICLE 1. The foul line shall be 7 centimeters wide, painted white, and shall be in the shape of an arc with a radius of 8 meters. The distance between its extremities shall be 4 meters, measured straight across from end to end. Lines shall be drawn from the extremities of the arc at right angles to the parallel lines marking the runway. These lines should be 75 centimeters long and 7 centimeters wide.

Runway

ARTICLE 2. The runway shall be marked by two parallel lines 5 centimeters wide. It shall be at least 33.5 meters long and 4 meters wide between the inside edges of the marked parallel lines. The runway should be constructed of an artificial surface for its entire length and should extend 1 meter beyond the foul line.

The full length of the runway may be permanently marked with lines on or touching the runway edge that are not more than 2 centimeters wide and 5 centimeters long to indicate the distance from the foul line.

Sector

ARTICLE 3. Radial lines 5 centimeters wide shall be extended from the center of the circle of which the arc of the foul line is a part through the extremities of the arc. The inside edges of these lines shall mark the sector. The surface within the landing area shall be on the same level as the throwing surface. Sector flags should mark the ends of the lines. See Figure 16.

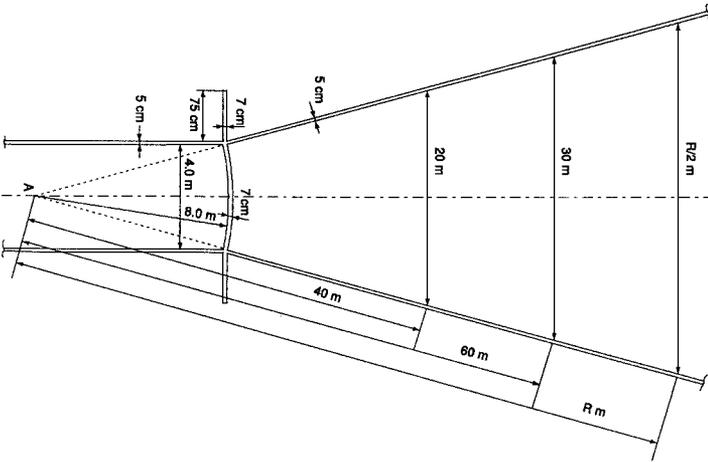


Figure 16—Javelin Throw Area (Not to Scale)

SECTION 12. Cross Country

Course Lengths

ARTICLE 1.

- a. Men—The length of a Cross Country race course shall be at least 4000 meters. The distance for any championship race shall not be shorter than 8000 meters or longer than 10,000 meters.
- b. Women—The length of a Cross Country race course shall be at least 3000 meters. The distance for any championship race shall not be shorter than 5000 meters or longer than 6000 meters.
- c. The course length shall be determined by the games committee and shall be properly measured along the shortest possible route that a runner may take.

Course Layout

ARTICLE 2. The course shall be confined, as far as possible, to fields, woods and grasslands. Parks, golf courses or specially designed courses are recommended. The turf should be of a quality to promote safety and freedom from injury to the runners, keeping the following in mind:

- Dangerous ascents or descents, undergrowth, deep ditches, and in general any obstacles and hindrance detrimental to the competitors must be avoided.
- Continuous traversing of roadways should be avoided.
- A cross country course shall be at least four meters wide throughout.
- The start shall be located so as to provide a long, straight route from the starting line.
- The first turn of a course shall be at least 200 meters and preferably at least 400 meters from the start.
- Turns shall be gradual. If a course layout requires a sharp turn, any such turn shall be clearly marked. The runner shall be provided with a distinct barrier through that turn.
- The last 100 meters of the course shall be straight and at least four meters wide to the finish line.

Course Markings

- ARTICLE 3.a. The entire course shall be clearly marked using either natural or artificial boundary markers.
- The boundary markers shall be continuous throughout the entire length of the course clearly designating both the inside and outside boundaries.
 - The course shall have kilometer and/or mile markings throughout the course.
 - Only official markings are permissible on or near the course.

Starting Line

ARTICLE 4. The start should be surveyed to permit each competitor to line up equidistant from the first turn. See Figure 17.

- The middle of the starting arc should be marked with a perpendicular line. The arc should be described so that it passes through this point and the end points of the start line, all of which are equidistant from the initial significant point on the course (that is turn or narrowing). Additional points along the arc should be measured to ensure accuracy.
- The starting line shall be wide enough to provide at least a 50-centimeter space for each of four front-line team starters and a 50-centimeter space for each individual starter.
- Lane positions or boxes shall be numbered from left to right facing the running area.

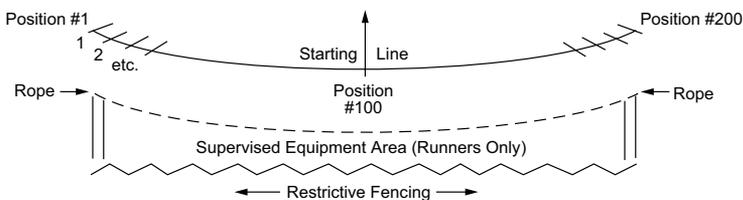


Figure 17—Starting Area

Finish Area

ARTICLE 5. It is recommended strongly that the finish area be relatively close to the start of the race and that extreme caution be observed to avoid confusion with the start line. The finish area shall be on fairly level ground.

- a. The finish line shall be a minimum of four meters wide and a maximum of 10 meters wide, and located perpendicular to the course line. It shall be marked brightly and be visible from a distance. The finish line is at the mouth of the finish chute or finish corral.
- b. A finish chute is recommended for all Cross Country races that do not use the transponder (chip) system to help with meet administration and provide accuracy and fairness to the competitors.
- c. A finish corral to help with meet administration should be used for all Cross Country races that use a transponder (chip) system.

Note: Specifications for Finish Chute and Finish Corral construction and their operation are located within the NCAA Men's and Women's Cross Country Championships Handbook when applicable.



RUNNING TRACK RESURFACING

TCNJ Project #: TR210

Running Track Marking Specifications

High School

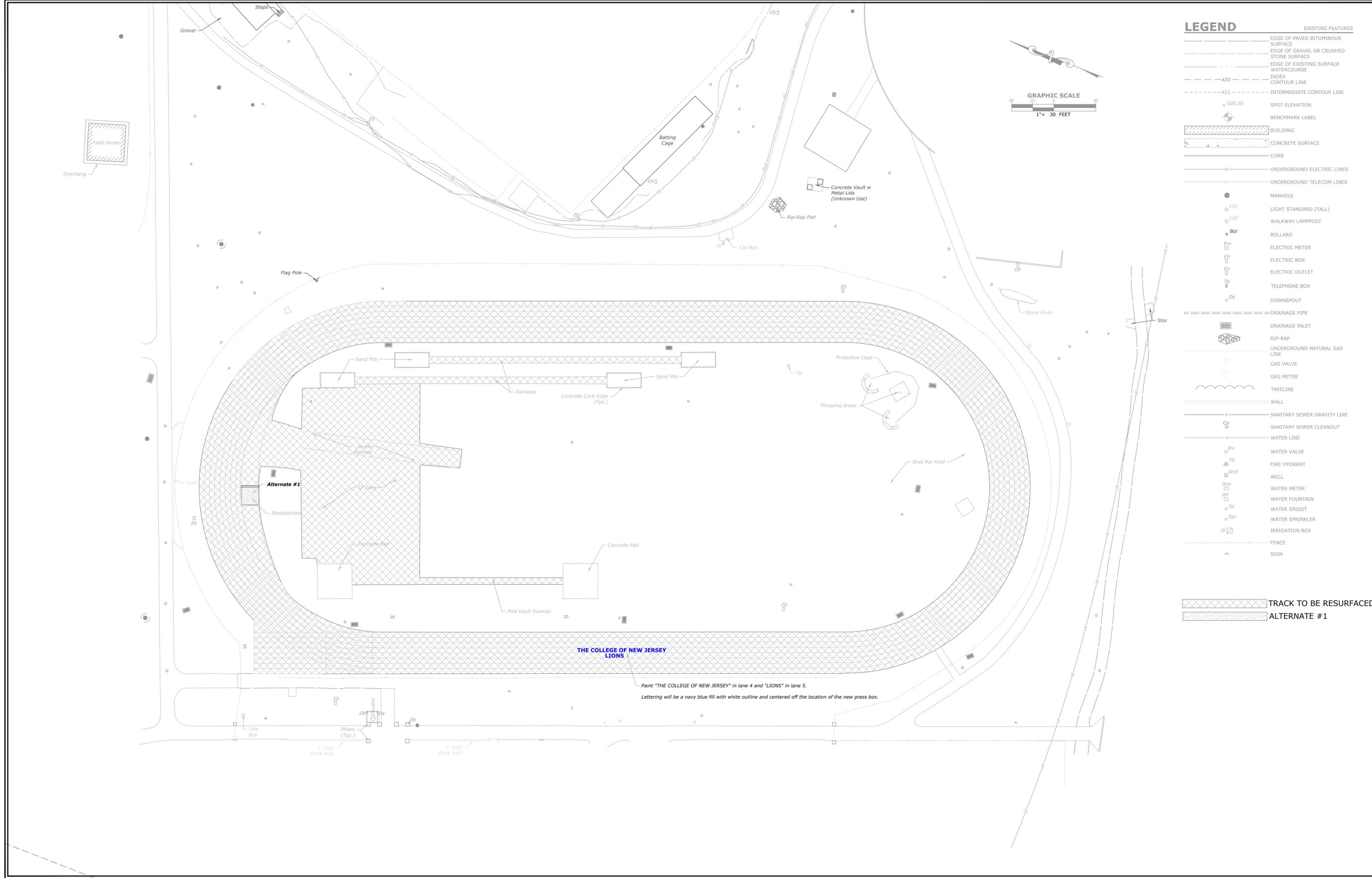
Lane Lines: White
Break Line: Green
100m Start: White
100m Hurdles: Yellow
110m Start: White
110m Hurdles: Blue
200m Start: White
1 Turn Start (800m): Green
2 Turn Start (400m, 4x100m): White
4x100m Exchange Zones: Yellow
3 Turn Start (4x400m Zones): Blue
1600m Waterfall: White

College

400m Hurdles: White
1500m Waterfall: White
3000m/5000m Waterfall: White
Steeplechase Start: White
Steeplechase Hurdles: White

Additional Events

Add 1mi Start: White
2000m Steeplechase Start: White
Long Jump Boards @ Pits 1 and 2: 12-feet
Mens Triple Jump @ Pit 1: 36-feet and 40-feet
Womens Triple Jump @ Pit 2: 32-feet and 36 feet



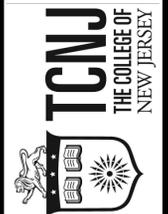
LEGEND

EXISTING FEATURES	
---	EDGE OF PAVED BITUMINOUS SURFACE
---	EDGE OF GRAVEL OR CRUSHED STONE SURFACE
---	EDGE OF EXISTING SURFACE
---	WATERCOURSE
---	INDEX CONTOUR LINE
---	420
---	INTERMEDIATE CONTOUR LINE
---	421
---	SPOT ELEVATION
---	BENCHMARK LABEL
---	500.00
---	BUILDING
---	CONCRETE SURFACE
---	CURB
---	UNDERGROUND ELECTRIC LINES
---	UNDERGROUND TELECOM LINES
---	MANHOLE
---	Ls1 LIGHT STANDARD (TALL)
---	Ls2 WALKWAY LAMPPOST
---	Bol BOLLARD
---	Em ELECTRIC METER
---	EB ELECTRIC BOX
---	EO ELECTRIC OUTLET
---	Tb TELEPHONE BOX
---	Os DOWNSPOUT
---	DRAINAGE PIPE
---	DRAINAGE INLET
---	RIP-RAP
---	UNDERGROUND NATURAL GAS LINE
---	GV GAS VALVE
---	Gm GAS METER
---	TREELINE
---	WALL
---	S SANITARY SEWER GRAVITY LINE
---	Co SANITARY SEWER CLEANOUT
---	W WATER LINE
---	Wv WATER VALVE
---	Fh FIRE HYDRANT
---	Well WELL
---	Wm WATER METER
---	WF WATER FOUNTAIN
---	Sp WATER SPIGOT
---	Spr WATER SPRINKLER
---	IB IRRIGATION BOX
---	FENCE
---	SIGN

---	TRACK TO BE RESURFACED
---	ALTERNATE #1

Revised October 11, 2023
 Scale Not to Scale
 Drawn RRC
 Approved WR
 Dwg. No. 001

Track & Field Complex
 Campus Design and Construction



Running Track Resurfacing
Project #: TR210

Paint "THE COLLEGE OF NEW JERSEY" in lane 4 and "LIONS" in lane 5.
 Lettering will be a navy blue fill with white outline and centered off the location of the new press box.



TCNJ
THE COLLEGE OF NEW JERSEY

Mandatory Documents

FORM #	TITLE OF FORM
1	MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
2	OWNERSHIP DISCLOSURE FORM
3	NON-COLLUSION STATEMENT
4	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM
5	VENDOR QUALIFICATION SHEET



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
FORM # 1

The College of New Jersey
PO Box 7718
Ewing, NJ 08628-0718

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.
- (3) 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.)**.

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 re- place the mandatory contract language and good faith efforts requirements for construction con- tracts 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 College of New Jersey that its contracts should create a work- force that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by The College of New Jersey 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 College of New Jersey'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 College of New Jersey's contract with the contractor. Payment may be withheld from a contractor's con- tract 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 College of New Jersey 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 College of New Jersey 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.

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

Firm Name: _____

Signature: _____

Title: _____

Date: _____



OWNERSHIP DISCLOSURE FORM # 2

The College of New Jersey PO Box 7718 Ewing, NJ 08628-0718

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.

- 1. The vendor is a Non-Profit Entity; and therefore, no disclosure is necessary.
2. The vendor is a Sole Proprietor; and therefore, no other disclosure is necessary. A Sole Proprietor is a person who owns an unincorporated business by himself or her-self. A limited liability company with a single member is not a Sole Proprietor.
3. The vendor is a corporation, partnership, or limited liability company; and therefore, disclosure is necessary.

If you answered YES to Question 3, you must disclose the following information below: (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; (b) all individual partners in the partnership who own a 10% or greater interest therein; or, (c) all members in the limited liability company who own a 10% or greater interest therein.*

Form with fields: NAME, ADDRESS, ADDRESS, CITY, STATE, ZIP

Form with fields: NAME, ADDRESS, ADDRESS, CITY, STATE, ZIP

Form with fields: NAME, ADDRESS, ADDRESS, CITY, STATE, ZIP

Form with fields: NAME, ADDRESS, ADDRESS, CITY, STATE, ZIP

- 4. For each of the corporations, partnerships, or limited liability companies identified in response to Question #3 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities?

If you answered YES to Question 4, you must disclose the following information below: (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; (b) all individual partners in the partnership who own a 10% or greater interest therein; or, (c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.*

Form with fields: NAME, ADDRESS, ADDRESS, CITY, STATE, ZIP

Form with fields: NAME, ADDRESS, ADDRESS, CITY, STATE, ZIP

Form with fields: NAME, ADDRESS, ADDRESS, CITY, STATE, ZIP

Form with fields: NAME, ADDRESS, ADDRESS, CITY, STATE, ZIP

- 5. As an alternative to completing this form, a Vendor with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.*

Blank lines for providing alternative information.

* Attach additional sheets if necessary



NON-COLLUSION STATEMENT

FORM # 3

The College of New Jersey
PO Box 7718
Ewing, NJ 08628-0718

Date:

The College of New Jersey
The Office of Finance & Business Services, Purchasing Department
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



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

FORM # 4

The College of New Jersey
PO Box 7718
Ewing, NJ 08628-0718

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran.

CHECK THE APPROPRIATE BOX

[] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities
Duration of Engagement
Anticipated Cessation Date

*Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title



VENDOR QUALIFICATION SHEET
FORM # 5

The College of New Jersey
PO Box 7718
Ewing, NJ 08628-0718

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. Vendors must comply with the College's terms and conditions available on the Purchasing website.

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.

All vendors are encouraged to register with the State of New Jersey, Division of Purchase and Property via NJSTART.

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 and personnel that will be responsible for managing contract/service:

Name:
Title:
Telephone Number:
Email Address:
Street Address:
City/State/Zip:
Federal Identification Number:

4. Does your firm have a New Jersey Business Registration Certificate? Yes No
If yes, please attach a copy of the certificate. If you would like to register, visit the State website here.

5. Is your firm registered under any of the following categories in the State of New Jersey? If yes, please attach a copy of the certificate or certification statement from the New Jersey Division of Revenue and Enterprise Services. If no and you would like to register, please contact the New Jersey Division of Revenue and Enterprise Services at 609-292-2146.

Small Business Enterprise (SBE): Yes No
Women-Owned Business Enterprise (WBE): Yes No
Minority-Owned Business Enterprise (MBE): Yes No
Veteran-Owned Business (VOB): Yes No
Disabled Veteran-Owned Business (DVOB): Yes No

VENDOR QUALIFICATIONS- continued

Under NJ Executive Order 34, TCNJ is responsible for soliciting demographic, ethnic, and gender information from its vendors. 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. 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 (African-American, Hispanic, Asian, and/or Native American) Yes No
2. Is more than fifty percent (50%) of your company woman owned? 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

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: _____

Email Address: _____

B. Client Name: _____

Contact Name: _____

Telephone Number: _____

Email Address: _____

C. Client Name: _____

Contact Name: _____

Telephone Number: _____

Email Address: _____

VENDOR QUALIFICATIONS- continued

12. Please answer the questions below related to your prior experience. If any of the responses are yes, attach a summary of details on a separate sheet.

Has the bidder:

- a. 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? Yes No

- b. 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 or requiring the local unit to look to the bidder's surety for completion of the contract or tender of the costs of completion? Yes No

- c. 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. Yes No

Firm Name: _____

Signature: _____

Title: _____

Date: _____



CONTRACT FOR CONSTRUCTION

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

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

and

the Contractor: _____ (the “Contractor”)

in connection with

the Project: [_____] (the “Project”)

The Architect: _____

ARTICLE 1

EMPLOYMENT OF THE CONTRACTOR/THE PROJECT DESCRIPTION

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

ARTICLE 2

THE CONTRACT DOCUMENTS

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

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

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

ARTICLE 3 **SCOPE OF WORK**

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

ARTICLE 4 **CONTRACT TIMES**

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

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

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

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

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

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

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

\$ _____ per calendar day.

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

ARTICLE 5
CONTRACT PRICE

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

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

[_____]

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

[_____]

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

[_____]

ARTICLE 6
PAYMENTS TO THE CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7
DISPUTE RESOLUTION

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

ARTICLE 8
TERMINATION OR SUSPENSION

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

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

ARTICLE 9
INSURANCE AND BONDS

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

[_____]

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

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

ARTICLE 10
OTHER PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

Attn: _____

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

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

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

Michael J. Canavan
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 _____
Richard Schweigert,
Interim Treasurer

Date _____

Date _____

By _____
Sharon Blanton,
Vice President for Operations

Date _____

By _____
Anup Kapur,
Executive Director of Procurement

Date _____

By _____
Joseph O'Brien,
AVP, Financial Affairs
Interim AVP for Facilities Management

Date _____

CONTRACTOR:

By _____

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 **one** million dollars (\$ **1,000,000**) 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.