PROJECT MANUAL

FOR

EXPEDITED ROOFING SERVICES POOL CONTRACT

STATE OF NEW JERSEY
SCHOOLS DEVELOPMENT AUTHORITY

1 West State Street, P.O. Box 991
Trenton, New Jersey 08625-0991

THE
EXPEDITED ROOFING SERVICES POOL CONTRACT
SHALL EXPIRE JULY 1, 2011.

Issued: 6/21/10

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STATE OF NEW JERSEY
SCHOOLS DEVELOPMENT AUTHORITY

Contract No.	Contract Name & Location	School District	Original CCE	CCE Range
GP-0095-C03	Expedited Roofing Services Pool	Various	N/A	N/A

This project was initially advertised as GP-0095-C01. The Authority, by way of this advertisement, is providing notice of its intention to extend the existing contracts under the Expedited Roofing Pool Contract, and to open the enrollment in the Roofing Pool to additional bidders. **FIRMS HOLDING A VALID NJSDA "INCLUSION NOTICE" UNDER THE EXPEDITED ROOFING POOL CONTRACT DO NOT NEED TO ATTEND THE MANDATORY PRE-BID CONFERENCE OR SUBMIT A PROJECT RATING PROPOSAL (PRP).**

THE NJSDA HEREBY PROVIDES NOTICE THAT IT IS SEEKING TO AMEND THE CONTRACTS OF EXISTING ROOFING POOL CONTRACTORS UNDER THE ABOVE PROCUREMENT TO EXTEND SUCH CONTRACTS FOR AN ADDITIONAL PERIOD OF ONE YEAR, EXPIRING ON JULY 1, 2011. THE NJSDA IS ALSO SEEKING TO OPEN THE POOL OF ROOFING CONTRACTORS BY ENGAGING THE SERVICES OF ADDITIONALROOFING CONTRACTORS FOR FUTURE ROOFING PACKAGES. THE NJSDA WILL ENTER INTO AN "EXPEDITED ROOFING POOL CONTRACT" WITH MULTIPLE FIRMS UNDER THIS SOLICITATION. THE EXPEDITED ROOFING POOL CONTRACT SHALL EXPIRE JULY 1, 2011. ROOFING CONTRACTORS HOLDING EXISTING CONTRACTS UNDER GP-0095-C01, GP-0095-C02, AND SUCCESSFUL BIDDERS RESPONDING TO THIS SOLICITATION SHALL BE THE EXCLUSIVE AND SOLE POOL OF BIDDERS THAT WILL COMPETE FOR EXPEDITED ROOFING JOB ORDERS DURING THIS TIME PERIOD, UNLESS CIRCUMSTANCES WARRANT A SOLE SOURCE NEGOTIATION AND AWARD FOR A PARTICULAR ROOFING JOB ORDER. THE AUTHORITY ANTICIPATES OPENING THE ENROLLMENT TO ADDITIONAL BIDDERS EVERY 6 MONTHS DURING THE TERM OF THIS CONTRACT.

THE NJSDA HAS NO OBLIGATION TO AWARD ANY JOB ORDER TO ANY POOL BIDDER.

Contract No.: **GP-0095-C01**

Proposals will be received from bidders registered with the Division of Revenue and Department of Labor, and classified by the Department of Treasury, Division of Property Management and Construction and prequalified by the NJSDA in the following trade(s):

Roofing Contractor with a DPMC Classification of C066, C068, C070, C071 and C072

A **mandatory** pre-bid conference will be held as follows:

Pre-Bid Date: **June 30, 2010**
Pre-Bid Time: **10:00 AM (local time)**
Pre-Bid Place: **NJSDA**
1 West State Street
First Floor (Wachovia Bank Building)
Trenton, NJ 08625-0991

In the event that the NJSDA determines, at its sole discretion, that additional pre-bid meetings need to be held in order to increase the pool of bidders, it shall schedule subsequent pre-bid meetings.

All bidders on this contract will be required to complete and submit a completed Project Rating Proposal (PRP) evaluation form by 5:00 PM (local time) on **July 9, 2010** to **Marty Taylor** at the below NJSDA address:

If U.S. Mail:
NJSDA
P.O. Box 991
Trenton, New Jersey 08625-0991

If Fed Ex, UPS, Courier, Hand Delivery:
NJSDA
1 West State Street
First Floor (Wachovia Bank Building)

Trenton, NJ 08625-0991

The Project Rating Proposal is available here.

The Project Manual for the Expedited Roofing Pool Contract is available here.

The NJSDA shall review all Project Rating Proposals submitted for responsiveness and inform all firms of their Project Rating Limit. All firms that receive a Project Rating Limit will be eligible to be included in the pool of firms provided that the firm meets the requirements outlined in Section 4 of the Instructions to Bidders (contained in the Project Manual).

DATE ADVERTISED: June 22, 2010

Project Name & Location
Roofing Services

Printable page

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INSTRUCTIONS TO BIDDERS

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SECTION 1 – BID OVERVIEW

THE NJSDA IS SEEKING TO ENGAGE THE SERVICES OF ROOFING CONTRACTORS FOR FUTURE ROOFING PACKAGES.

THE NJSDA WILL ENTER INTO AN "EXPEDITED ROOFING POOL CONTRACT" WITH MULTIPLE FIRMS UNDER THIS SOLICITATION. THE EXPEDITED ROOFING POOL CONTRACT SHALL EXPIRE JULY 1, 2011. BIDDERS RESPONDING TO THIS SOLICITATION SHALL BE THE EXCLUSIVE AND SOLE POOL OF BIDDERS THAT WILL COMPETE FOR EXPEDITED ROOFING JOB ORDERS DURING THIS TIME PERIOD, UNLESS CIRCUMSTANCES WARRANT A SOLE SOURCE NEGOTIATION AND AWARD FOR A PARTICULAR ROOFING JOB ORDER. THE AUTHORITY ANTICIPATES OPENING THE ENROLLMENT TO ADDITIONAL BIDDERS EVERY 6 MONTHS DURING THE TERM OF THIS CONTRACT.

AFTER ENTERING INTO CONTRACT WITH A POOL OF BIDDERS, THE NJSDA HAS NO OBLIGATION TO AWARD ANY JOB ORDER TO ANY POOL BIDDER.

In order to be included in the pool of bidders for the expedited Roofing pool contracts a Bidder must first submit a "Project Rating Proposal," which consists of information regarding the "other factors" which will be evaluated by the Authority in its consideration of the bid. The Authority will determine a Bidder's Project Rating Limit based on this Proposal. A project rating is effective for 24 months, and a Bidder may request that the SDA apply that rating to a particular bid, provided there has been no negative change in the evaluative criteria upon which the rating is based.

THE NJSDA SHALL REVIEW ALL PROJECT RATING PROPOSALS SUBMITTED FOR RESPONSIVENESS AND INFORM ALL BIDDERS WHO SUBMIT PROJECT RATING PROPOSALS OF THEIR PROJECT RATING LIMIT. ALL INTENDED BIDDERS THAT RECEIVE A PROJECT RATING LIMIT WILL BE ELIGIBLE TO BE INCLUDED IN THE POOL OF BIDDERS ("Pool of Bidders") COMPETING FOR EXPEDITED ROOFING JOB ORDERS PROVIDED THAT EACH BIDDER MEETS THE REQUIREMENTS OUTLINED IN SECTION 3 OF THE INSTRUCTIONS TO BIDDERS.

Once a Bidder has satisfied the requirements of Section 3 herein, the Bidder will receive an Intent to Include Notice requesting specific project documents (Section 4) be executed and returned to the NJSDA within 14 calendar days of receipt of the Intent to Include Notice. Once a Bidder has satisfied the requirements of Section 4 herein, the Bidder will receive an Inclusion Notice qualifying the Bidder as an "Included Bidder": a member of the Pool of Bidders eligible to compete for Expedited Roofing Sevices Job Orders. As job orders arise, an Included Bidder may bid on a Job Order by submitting a "Price Proposal," which contains the price the Included Bidder intends to bid for the work described in the particular Job Order as well as other required information.

The Contract Documents contained in the Project Manual distributed during the solicitation for enrollment of Bidders into the Pool of Bidders for the *Expedited Roofing Pool Contract* are subject to change. Project-specific Contract Documents will be made available to Included Bidders at the time of solicitation of Price Proposals for specific Job Orders.

Important Notes:

1) An Included Bidder may not submit a Price Proposal that exceeds its Project Rating Limit for a project.
2) An Included Bidder's Project Rating Limit cannot exceed the firm's Aggregate Limit.

SECTION 2 - PRE-BID MEETING, ADDENDA, AND OCIP

2.1 EXPEDITED ROOFING POOL CONTRACT PRE-BID MEETING AND ADDENDA

All Bidders who wish to submit Project Rating Proposal, must attend the mandatory pre-bid meeting for the Expedited Roofing Pool Contract. In the case of a Joint Venture, only one representative from the Joint Venture need attend the pre-bid conference.

The mandatory pre-bid meeting for the Expedited Roofing Pool Contract will be held as set forth in the Bid Advertisement appearing in selected newspapers and at the Authority's website: www.njsda.gov.

The Authority must issue Addenda, at least seven (7) business days prior to the date scheduled for receipt of the Project Rating Proposals, excluding Saturdays, Sundays and legal holidays, to clarify, interpret, correct or change the Contract Documents. The Authority shall provide copies of Addenda only to Bidders that purchased the Contract Documents and attended the mandatory pre-bid meeting.

Bidders shall not rely on any oral answers to questions raised at the pre-bid meeting or at any other time. Bidders shall not rely on any interpretation or clarification of or correction or change to the Contract Documents unless it is in the form of a written Addendum.

2.2 OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

In accordance with Article 8.2 of the Authority's General Conditions, the Authority has elected to implement an Owner Controlled Insurance Program (OCIP) to provide Workers' Compensation, Employers Liability, General Liability, Excess Liability, and Builder's Risk Coverage for Contractors and eligible Subcontractors, of any tier, providing direct labor to the Project. The Authority agrees to pay all premiums associated with the OCIP, including deductibles or self-insured retention (giving the Contractor and Subcontractors first dollar coverage), unless otherwise stated in the contract documents. While the OCIP is intended to provide broad coverage and high limits, the OCIP is not intended to meet all the insurance needs of the Contractor or Subcontractors. Participation in the OCIP Program is mandatory, but not automatic, unless otherwise determined by the Authority.

The Contractor agrees to submit Price Proposals **Net of Insurance**, excluding all applicable insurance expenses and policy costs allocated to the Project for Workers' Compensation, Employers Liability, General Liability, on – site Excess Liability, and Builder's Risk insurance.

The Contractor and its Subcontractors shall be required to comply with all provisions of the applicable Project Safety Manual as such compliance has a direct bearing on the insurance costs of the Authority. Some of these provisions may have additional cost implications, which could impact the bid price.

Subcontractors not enrolled in the OCIP will be required to maintain their own insurance and will be required to participate in the Project Safety Program.

SECTION 3 – PROJECT RATING PROPOSAL

3.1A SUBMISSION OF PROJECT RATING PROPOSAL

A project rating is effective for 24 months, and a Bidder may request that the Authority apply that rating to a particular bid, provided there has been no negative change in the evaluative criteria upon which the rating is based. If applying the most recent project rating limit, the Bidder MUST still complete pages 1 (Bidder's name) and 7 (signature page).

Otherwise, all Bidders are required to submit a completed Project Rating Proposal on or before the date and time listed in the Bid Advertisement or such other date as set by Addenda ("submission date"). All Project Rating Proposals must be delivered in accordance with Section 8 herein. **Faxed or emailed copies will be rejected**.

Bidders shall fill in all relevant blank spaces in the Project Rating Proposal form in ink or by typewriting.

The Bidder must sign the Project Rating Proposal form in ink and all signatures **must be original**. If the Bidder is a Authority, partnership or sole proprietorship, the legal name of the Bidder shall be printed or typed on the line provided. The Project Rating Proposal **must be** signed by an officer, partner or principal of the firm, as applicable, witnessed and the Corporate Seal must be affixed to the signature.

Projects listed on the Project Rating Proposal must be the experience of the Bidder and must have been **completed** within the past seven (7) years. "Completed" is defined as projects where - at a minimum – a Temporary Certificate of Occupancy (TCO) has been granted or in the case where a new or amended certificate of occupancy is not required, projects that are 100% complete.

Do not submit a separate list of projects to be used as references.
All Bidders shall submit a copy of a valid Business Registration Certificate for State Agency and Casino Service Contractors issued by the Department of Treasury, Division of Revenue.

The Bidder must provide at least **two (2) projects**, but preferably four (4) projects, meeting the above criteria or it will be deemed ineligible to submit a Price Proposal.

The Project Rating Proposal of the successful Bidder with whom the Authority executes a contract will be incorporated into the Contract Documents, as if fully rewritten therein.

3.1B SUBMISSION OF PROJECT RATING PROPOSAL BY A JOINT VENTURE

When two or more Bidders, **each** having valid classifications in the trade category or categories required by the Bid Advertisement, propose to form a joint venture for the purpose of submitting a bid on a specific package, the joint venturers shall submit a Statement of Joint Venture, in the form prescribed by the Authority, with their Project Rating Proposals. For joint venture Bidders, each individual firm comprising the joint venture shall submit a separate Project Rating Proposal that will be individually evaluated. The Project Rating Limit for each individual firm that comprises the joint venture will be added together to achieve a Project Rating Limit for the joint venture.

Each member of the Joint Venture must sign its Project Rating Proposal form in ink and all signatures **must be original**. If the Bidder is a corporation, partnership or sole proprietorship, the Project Rating Proposal must be signed by an officer, partner or principal of the firm, as applicable, witnessed and the Corporate Seal must be affixed to the signature.

3.2 DETERMINATION OF PROJECT RATING LIMIT

A Bidder's Project Rating Limit will be determined by the following:

The Bidder's largest listed project X (1+ the sum of Sections 3.2.1, 3.2.2 and 3.2.3 listed below) X Performance Evaluation Multiplier (if applicable).

A Bidder's Project Rating Limit cannot exceed 170% of the Bidder's largest listed project.

A Bidder's Project Rating Limit will be adjusted based on the Bidder's current Performance Evaluation Multiplier.

In determining the Bidder's largest listed project the following will not be used:

- If a reference contact rates a firm "Below Expectations" in either safety or quality of construction, or if the overall reference adjustment as described below in Section 3.2.1 is -5 (minus five) or lower, the Authority will not use that project in the determination of the Bidder's Project Rating Limit.
- If the Authority cannot contact a reference source, the Authority will contact the Bidder for another "Owner's Contact" for that project. If the Bidder is unable to provide an "Owner's Contact", or if the Authority is unable to contact the second "Owner's Contact" provided by the Bidder, the Authority will not use that project in the determination of the Bidders Project Rating Limit.

3.2.1 REFERENCES

The Authority will select, at its discretion, two (2) projects or owner contacts listed in the Project Rating Proposal and obtain reference information from these contacts. Reference information will include the following seven (7) categories:

- Safety.
- The quality of the construction.
- The timeliness of the work performed.
- The efficiency of the Bidder's contract administration.
- Supervision of subcontractors.
- The Bidder's level of cooperation during the course of the construction.
- The timeliness and efficiency of punch list work corrections.

Project contacts will be asked if the performance in each of the seven (7) categories "exceeded expectations," "met expectations" or fell "below expectations," and the Authority will assign to the response the percentage adjustment listed below as appropriate for the response provided for each project or owner reference contacted:

	Exceeded Expectations	Met Expectations	Below Expectations
Safety	+5%	+3%	-5%
Quality of the construction	+5%	+2%	-5%
Timeliness of the work performed	+2%	+1%	-2%
Efficiency of the Bidder's contract administration	+2%	+1%	-2%
Supervision of subcontractors	+2%	+1%	-2%
Bidder's level of cooperation during construction	+2%	+1%	-2%
Timeliness and efficiency of punch list work corrections	+2%	+1%	-2%

The Authority will then total the project reference adjustments together and the sum shall be the "Reference Adjustment".

3.2.2 SAFETY

A. Based on the current New Jersey (or other state's) Workers Compensation Insurance Experience Modification Rate (EMR) listed by the Bidder in the Project Rating Proposal, the Authority will assign an EMR percentage as listed below:

EMR is less than or equal to .80	+30%
EMR is > .80 but less than or equal to .90	+20%
EMR is > .90 but less than or equal to 1.00	+10%
EMR is >1.00 but less than or equal to 1.10	-10%
EMR is >1.10 but less than or equal to 1.20	-20%
EMR is >1.20	-40%

B. Based on the Safety Professional information listed by the Bidder in the Project Rating Proposal the Authority will assign a Safety Professional percentage as listed below:

	Yes	No
Employee of the firm completed OSHA 500 or OSHA 502 in last 4 years.	+2%	0%
Employee of the firm completed (CCHEST) STS-Construction.	+2%	0%
Employee of the firm completed AGC/A Safety Management Course.	+2%	0%

The Authority reserves the right to verify any information supplied by the Bidder on its Project Rating Proposal.

The Authority will add the EMR percentage and the Safety Professional percentage together for and the sum shall be the "Safety Adjustment".

3.2.3 PREVAILING WAGE

Based on the Prevailing Wage Record with the N.J. Department of Labor as listed by the Bidder in the Project Rating Proposal, the Authority will assign a Prevailing Wage Adjustment as listed below:

The firm has been adjudicated to have committed the following prevailing wage rate violations during the past five (5) years:

Committed No Violations	0%
Committed One Violation	-10%
Committed More than One Violation	-20%

The Authority reserves the right to verify any information supplied by the Bidder on its Project Rating Proposal.

3.2.4 PERFORMANCE EVALUATIONS

Every construction project managed by the Authority will be evaluated by two evaluators for the following: quality of work; scheduling; management; cost control and change orders; safety and industrial hygiene; subcontractors; small business goals; and close-out.

Evaluation rating values are:

- Outstanding (O) or 100 percent – far exceeds the contract requirements by consistently exhibiting excellent performance. Typically meets and regularly exceeds the contract requirement;
- Very Good (VG) or 90 percent – often exceeds the contract requirements and frequently provides a high level of performance. Typically meets and often exceeds the contract requirements;
- Satisfactory (S) or 80 percent – provides an acceptable level of performance consistently meeting the contract requirements;

- Marginal (M) or 70 percent for scheduling, management, cost control and change orders, subcontractors, close-out and 40 percent for quality of work, safety and industrial hygiene, and small business goals – performs slightly below the requirements of the contract, meeting the contract requirements on an intermittent basis; and
- Unsatisfactory (U) or 60 percent for scheduling, management, cost control and change orders, subcontractors, close-out and 20 percent for quality of work, safety and industrial hygiene, and small business goals – fails to meet important contract requirements, resulting in a negative impact on the entire project.

The contractor's Performance Evaluation Summary Rating shall be the mathematical average of the two evaluators' ratings. In the event that there are multiple Performance Evaluation Summary Ratings for a contractor, the contractor's Performance Evaluation Summary Rating shall be the mathematical average of all Performance Evaluation Summary Ratings.

The Authority will assign a Project Evaluation Performance Multiplier as listed below:

Performance Evaluation Summary Rating	Performance Multiplier
80 points or higher	1.00
70 points to 79.9 points	.50
69.9 points or lower	.25

This Performance Multiplier shall be used in the calculation of the firm's Project Rating. In the event that a contractor does not have a Performance Evaluation Summary Rating, the Authority will disregard the Performance Multiplier in the calculation of the firm's Project Rating.

3.3 NOTIFICATION OF PROJECT RATING LIMIT

Within five (5) business days after the submission date as listed in the Bid Advertisement or such other date as set by Addendum, the Authority will inform all Bidders who have submitted a Project Rating Proposal of the Bidder's Project Rating Limit by facsimile, mail or posting on the Authority's web site (www.njsda.gov). **A Bidder's Project Rating Limit cannot exceed the Bidder's Aggregate Rating.**

Any Bidder who disagrees with its Project Rating Limit may challenge the determination by making a written request to the Director of Procurement setting forth the specific grounds for the challenge. The challenge must be received by the Authority within three (3) business days of the posting of the results on the Authority's web site (www.njsda.gov). The Director, or his/her representative, will review the challenge and issue a final written determination within three (3) business days of receipt of written request. At the discretion of the Director or his/her representative, additional information may be requested from the Intended Bidder, in which case formal written determination will be issued within three (3) business days of receipt of said information. The determination will be made strictly on the information submitted.

SECTION 4 – CONTRACT

At or after the time that NJSDA issues Project Rating Limits to Bidders, NJSDA will issue each Bidder an "Intent to Include Notice" that will indicate that the Bidder is eligible for inclusion in the pool of bidders that are to compete for Expedited Roofing Job Orders. Within 14 calendar days of receipt of the Intent to Include Notice, the recipient shall complete and deliver the following documents to the Authority, on forms provided by the Authority:

- Executed form of Contract;
- A written verification from the Intended Bidder's Surety indicating the Intended Bidder's overall bonding capacity;
- Corporate resolution;
- Integrity Affidavit;

- Disclosure to the Unit of Fiscal Integrity General Consent and Waiver;
- Business Registration Certificates for State Agency and Casino Service Contractors issued by the Department of Treasury, Division of Revenue for all subcontractors identified in the bid advertisement;
- Public Law 2005, Chapter 51 N.J.S.A. 19:44A-20, 13-20.25, superseding Executive Order 134 (2004) Certification & Disclosure of Political Contributions, also the Ownership Disclosure for any persons owning more than 10% of the Company of the Intended Bidder;
- The Bidder is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A.19:44A-20.13 (P.L. 2005, c. 271, section 3) if the contractor receives contracts in excess of $50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us." ; and
- Any other required documents.

Upon expiration of the 14-day period, the Authority shall issue an "Inclusion Notice" to each responding Bidder that has complied with the above documentation requirements (the "Included Bidders" or the "Pool of Bidders"). The Inclusion Notice shall serve as confirmation of an Included Bidder's participation in the Roofing Pool Contract, and shall serve to allow an Included Bidder to proceed to the next step in the bidding process for Job Orders under the Expedited Roofing Pool Contract. Failure on the part of any Bidder to execute and deliver all of documentation as provided in this Section will disqualify the Bidder from inclusion in the Pool of Bidders.

SECTION 5 – INCLUDED BIDDER REQUIREMENTS FOR JOB ORDERS

5.1 EXAMINATION OF CONTRACT DOCUMENTS AND PROJECT SITE

The Included Bidder shall examine all Contract Documents, noting particularly all requirements that will affect the Included Bidder's work in any way. Contract Documents are defined as all the documents identified in the Authority's General Conditions at section 1.1.

Failure of an Included Bidder to be acquainted with the amount and nature of work required to complete any Job Order or other applicable division of the work, in conformity with all requirements of the Project(s) and the package as a whole, will not be considered as a basis for additional compensation.

For each Job Order, the Included Bidder shall evaluate each Project Site and related conditions, including without limitation the following:

- The condition, layout and nature of each project site and surrounding areas;
- The availability and cost of labor;
- The availability and cost of materials, supplies and equipment;
- The cost of temporary utilities required in the bid;
- The cost of any permit or license required for the projects and not obtained by the Authority;
- The generally prevailing climatic conditions; and
- Conditions bearing upon transportation, disposal, handling, and storage of materials.

Unless otherwise specified in the Contract Documents, borings, test excavations and other subsurface information, if any, are provided solely to share information available to the Authority and any use of or reliance upon such items by the Included Bidder is at the risk of the Included Bidder.

5.2 BIDDING DOCUMENTS

The specifications and any plans (if plans are used), will be made available to the Included Bidder for review.

A copy of the specifications and plans, (if plans are used), will be available for purchase (non-refundable) in the amount listed in the Bid Advertisement.

5.3 JOB ORDER PRE-BID MEETING AND ADDENDA

Included Bidders who intend to submit Price Proposals on a particular Job Order must attend the mandatory pre-bid meeting for that Job Order . In the case of a Joint Venture, only one representative from the Joint Venture need attend the pre-bid conference.

The mandatory pre-bid meeting for each Job Order will be held as set forth in the Bid Advertisement made available to the Included Bidders and at the Authority's website: www.njsda.gov.

The Authority must issue Addenda, at least seven (7) business days prior to the date scheduled for receipt of the Price Proposals, excluding Saturdays, Sundays and legal holidays, to clarify, interpret, correct or change the Contract Documents. The Authority shall provide copies of Addenda only to Included Bidders that purchased the Contract Documents and attended the mandatory job order pre-bid meeting. Failure to acknowledge the addenda, and include such acknowledgement with the Price Proposal, may result in the rejection of the Price Proposal.

Included Bidders shall not rely on any oral answers to questions raised at the pre-bid meeting or at any other time. Included Bidders shall not rely on any interpretation or clarification of or correction or change to the Contract Documents unless it is in the form of a written Addendum.

SECTION 6 – PRICE PROPOSAL

6.1 A PRICE PROPOSAL

Any exception to the wording of the bid form shall cause the Price Proposal to be rejected as non-responsive.

Unless the Included Bidder withdraws its Price Proposal prior to the Price Proposal submission date and time, as provided in Section 6.3 herein, the Included Bidder shall be required to comply with all requirements of the Contract Documents.

The Included Bidder shall fill in all relevant blank spaces in the Price Proposal in ink or by typewriting. The Included Bidder shall show all bid amounts in both words and figures. In the case of a conflict between the words and figures, the amount shown in words shall govern.

The Included Bidder must sign the Price Proposal in ink and all signatures **must be original**. If the Included Bidder is a Authority, partnership or sole proprietorship, the legal name of the Included Bidder shall be printed or typed on the line provided. The Price Proposal **must be** signed by an officer, partner or principal of the Included Bidder, as applicable, witnessed and the Corporate Seal must be affixed to the signature**. An Included Bidder may not submit a Price Proposal that exceeds its Project Rating Limit for a project.**

6.1 B PRICE PROPOSAL BY A JOINT VENTURE

Included Bidders submitting a bid as a Joint Venture shall comply with all the requirements in section 5.1 In addition, each member of the Joint Venture shall sign the Price Proposal, have its signature witnessed and the Corporate Seal must be affixed to the signature.

6.1 C REQUIRED CLASSIFICATION AND SUBMITTALS

Each Included Bidder and subcontractor(s) must be classified/registered by the Department of the Treasury, Division of Property Management and Construction; Department of Labor; by the Department of Treasury, Division of Revenue, must be prequalified by the Authority and have all applicable contractor or trade licenses

and permits required under applicable New Jersey law, in the trade(s) specified in the Bid Advertisement so that the Included Bidder and subcontractor(s) classifications, when considered in totality, meet the requirements of the Bid Advertisement and as modified by Addendum.

The Authority requires that all subcontractors of any tier in the DPMC Trade Classifications listed in the Bid Advertisement whose contract is in an amount which is equal to or greater than $500,000 must be pre-qualified by the NJSDA.

Each Included Bidder **must** include with its Price Proposal:

- A submission of a valid Bid Bond in the proper amount on the form supplied by the Authority;
- "Total Amount of Uncompleted Contracts" form completed by the Included **Bidder** as provided by the Authority and;
- "Total Amount of Uncompleted Contracts" form completed by **any subcontractor required by the Bid Advertisement** or as required by statute.

6.2 DELIVERY OF PRICE PROPOSALS

The Price Proposal shall be enclosed in a sealed envelope that is clearly marked with the Included Bidder's Name, Contract Number, Contract Name, School District, County and the date of Price Proposal submission.

The Included Bidder must submit its sealed Price Proposal to the Authority in accordance with Section 9 herein.

If the sealed Price Proposal is enclosed in another envelope for the purpose of delivery, the exterior envelope shall be clearly marked as containing a Price Proposal with the Included Bidder's name, Contract Number, Contract Name and the date of the Price Proposal submission shown on the envelope.

Any Price Proposal that arrives after the time set for submission will be returned to the Included Bidder unopened.

6.3 WITHDRAWAL

An Included Bidder may withdraw a Price Proposal after it has been received by the Authority, provided the Included Bidder makes a request in writing to the Director of Procurement & Contract Services of the Authority in accordance with Section 9 herein, and the request is received by the Authority prior to the deadline for the submission of the Price Proposal. **Price Proposals may not be withdrawn after the submission deadline has passed.**

If an Included Bidder wants to make a change in a previously submitted Price Proposal, <u>it must do so prior to the deadline for submission</u>, by submitting a letter requesting the withdrawal of the previous submission and acceptance of a replacement Price Proposal.

6.4 OPENING OF PRICE PROPOSAL

All Price Proposals submitted on or before the date and time scheduled for submission will be publicly opened and the lump sum base prices submitted by the Included Bidders will be read at the time and place indicated in the Bid Advertisement, or such other time and place as may be established by Addendum.

Included Bidders, their authorized agents, and other interested parties are invited to be present.

The public opening and reading of Price Proposals is for informational purposes only and is not to be construed as an acceptance or rejection of any bid submitted.

6.5 PRICE PROPOSAL EVALUATION CRITERIA AND PROCEDURES

The Authority, in determining the successful Included Bidder, will evaluate the Price Proposals for responsiveness, including but not limited to verifying that:

- The Included Bidder and all subcontractors are classified, pre-qualified, registered and licensed as required by the Bid Advertisement; and
- The award of the contract in addition to the Included Bidder's uncompleted work will not exceed the Aggregate Rating of the Included Bidder.

The responsible Included Bidder whose responsive bid offers the Authority the lowest price and which does not exceed the Included Bidder's Project Rating Limit as established through the evaluation of the Project Rating Proposal shall be named the Successful Pool Bidder.

SECTION 7 – BID BOND

The Bidder must submit with its Price Proposal a Bid Bond, equal to ten percent (10%) of the total cost of the lump sum base bid.

The Bid Bond requirement listed above is not applicable if the contract is for a sum not exceeding $200,000.

The Bid Bonds of the apparent successful Bidder and the two next most successful Bidders will be returned after execution of the Contract or rejection of all Price Proposals. The Bid Bonds of all other Bidders will be returned no later than ninety (90) days after submission of the Price Proposal.

If, after issuance of a Notice of Award, the Bidder fails to comply with all requirements of Section 6 below within the time specified in the Contract Documents, the Authority may proceed to recover under the terms and conditions of the Bid Bond, in accordance with Section 6 below.

SECTION 8 - AWARD AND EXECUTION

8.1 COPIES OF THE DRAWINGS AND SPECIFICATIONS

Unless otherwise specified in the Contract Documents, the Authority shall furnish to the successful Included Bidder, free of charge, three (3) sets of the Project Manual, Specifications, Drawings (if any) and Addenda.

The Successful Pool Bidder may obtain additional copies or sepias of the Specifications and Drawings, if any, from the Engineer, upon request, at the cost of reproduction.

8.2 AWARD

Upon determination of the Successful Pool Bidder, the Authority shall so notify the Successful Pool Bidder by issuing a Notice of Award. Within four (4) days of receipt of the Notice of Award, the recipient of the Notice of Award shall complete and deliver the following documents to the Authority, on forms provided by the Authority:

- Subcontractor Approval Form Instructions and Form;
- Integrity Affidavit;
- Disclosure to the Unit of Fiscal Integrity General Consent and Waiver;
- Performance and payment bonds in the amount of one hundred percent (100%) of the contract amount, current attorney-in-fact instruments and financial statements of the surety must be included for **each** bond;
- Certificates of insurance and, if requested, a certified copy of the Successful Pool Bidder's insurance policies including a copy of additional insured endorsement:
- Any other required documents.

Failure on the part of the Successful Pool Bidder to execute and deliver all of documentation as provided in this Section, in the manner and within the time provided by the Contract Documents, is just cause for revocation of

the Award and for the exclusion of the Successful Pool Bidder from bidding on subsequent Authority contracts for such period as the Authority may deem appropriate. At its discretion, the Authority may award the Job Order to the next lowest responsible Included Bidder, or re-advertise the Project, precluding the forfeiting Included Bidder from bidding on the re-advertised Project.

- N.J.S.A. 18A:7G-36, permits the Authority to utilize a construction contractor evaluation policy, which will only apply to the prime contractors and may impact a contractor's project rating limit on future NJSDA projects. A copy of the policy is available on the web at www.njsda.gov.

SECTION 9– RIGHTS OF THE AUTHORITY

The Authority reserves the right to reject any Project Rating Proposal or Price Proposal that does not conform in all material respects with the requirements of the Contract Documents.

The Authority reserves the right to reject any Project Rating Proposal or Price Proposal deemed non-responsive.

The Authority reserves the right to reject any Project Rating Proposal or Price Proposal for any reason deemed to be in the best public interest.

The Authority reserves the right to reject any Price Proposal if the price exceeds the Authority's Construction Cost Estimate (CCE).

The Authority reserves the right to waive technicalities and the right to re-advertise for new bids.

The Authority reserves the right to rescind any determination of the Successful Pool Bidder or any Notice of Award if it determines that either was issued in error, or if it becomes aware of information or developments that impact on the responsibility of the Bidder.

SECTION 10 – DELIVERY/MAILING OPTIONS

Submission of any document(s) to the Authority shall comply with the following:

US Mail Address
NJSDA
P.O. Box 991
Trenton, New Jersey 08625-0991
Attn:

Fed Ex, UPS, Courier, Hand Delivery
NJSDA
1 West State St. (Wachovia Bank Building)
Trenton, New Jersey 08625-0991
Attn:

END OF INSTRUCTIONS TO BIDDERS

NJSDA PROJECT RATING PROPOSAL SUBMISSION

Contract No.: _____

Contract Name: _____

Contract Description: _____

District: _____ **County:** _____

Bid of _____ _____ a Corporation organized
(Bidder's Name) (Bidder's Federal I.D. #)

and existing under the laws of the State of _____ or a partnership or joint venture consisting of

_____

_____

or an individual, trading as _____

PLEASE APPLY MOST RECENT PROJECT RATING LIMIT ON FILE WITH NJSDA: ☐ **YES** ☐ **NO**

If yes, the bidder must sign page 7 certifying that there has been no change regarding safety, prevailing wage record, or Authority Project Evaluation Record since the prior Project Rating was assigned and return all seven (7) pages to the SDA.

The bidding procedure with the New Jersey Schools Development Authority ("Authority") is a two-step process:

1. A Bidder must first submit its "Project Rating Proposal", which consists of information regarding "other factors" that will be evaluated by the Authority in its consideration of the bid. The Authority will determine the Bidder's Project Rating Limit based on this proposal.

2. A Bidder must submit its "Price Proposal", which contains the price the Bidder intends to bid for the work as well as other required information.

Important Notes:

1. A Bidder may not submit a "Price Proposal" that exceeds its "Project Rating Limit."

2. A Bidder's "Project Rating Limit" cannot exceed the bidder's "Aggregate Rating."

A. GENERAL

This "Project Rating Proposal" is an evaluation of "other factors" required by the Educational Facilities Construction and Financing Act, P.L. 2000, c.72. Bidder's information submitted in the "Project Rating Proposal" allows the Authority to determine "Project Rating Limit" for this bid package.

Bidders are required to submit this completed "Project Rating Proposal" on or before the due date and time listed in the "Bid Advertisement" or such other date as set by an Addendum. **Faxed or emailed copies will be rejected.**

Failure to include all of the required information may preclude the bidder from achieving a "Project Rating Limit" sufficient to submit a "Price Proposal."

The Authority, after review of the information submitted in the "Project Rating Proposal", will determine a "Project Rating Limit" for the Bidder as described in the "Instructions to Bidders."

1. A Bidder's "Project Rating Limit" **cannot exceed** the Bidder's "Aggregrate Rating."

2. A Bidder's "Project Rating Limit" **cannot exceed** 170% of the Bidder's largest project listed in the "Project Rating Proposal."

B. BIDDER'S LISTING OF PROJECTS

The completed projects listed by the Bidder must include references associated with the projects as well as represent the experience of the Bidder. Joint venture experience will not be accepted unless the Joint Venture is bidding on the same project.

1. The Bidder must provide at least two (2), but preferably four (4) projects completed within the past seven (7) years on the forms provided on pages 3 & 4 of the "Project Rating Proposal." **Failure of the Bidder to provide at least two (2) projects meeting the above criteria, will result in the Bidder being deemed ineligible to submit a "Price Proposal."**

   Note: "Completed" is defined as a project where, at a minimum, a Temporary Certificate of Occupancy (TCO) has been granted or in the case where a new or amended Certificate of Occupancy (COO) is not required, projects that are 100% complete.

2. The Authority will select, at its discretion, two (2) of the listed projects with references (Owner's Contact or Project's Contact). If the Authority cannot contact the listed references, the Bidder will be contacted to supply another reference for that project. If the Bidder is unable to provide another reference, or if the Authority is unable to contact the new reference supplied, the Authority will not use that project in the determination of the Bidder's "**Project Rating Limit**."

   Note: "Owner's Contact" = the individual that engaged the Bidder and is familiar with the work performed.
   "Project's Contact" = the owner's representative who oversaw the project for the owner on a daily basis and who is not employed by the Bidder's firm.

3. The listed references will be requested to provide a rating of "Exceeded Expectations", "Met Expectations", or "Below Expectations" to the following seven (7) categories:
   - ***Safety.***
   - ***The quality of the construction.***
   - ***The timeliness of the work performed.***
   - ***The efficiency of the Bidder's contract administration.***
   - ***Supervision of subcontractors.***
   - ***The Bidder's level of cooperation during the course of the construction.***
   - ***The timeliness and efficiency of punch list work corrections.***

4. If a listed reference rates a firm "Below Expectations" in either Safety or Quality of Construction, or if the overall reference adjustment (as described in the "Instructions to Bidders", Section 3.2.1) is minus five (-5) or lower the Authority will not use that project in the determination of the Bidder's "Project Rating Limit."

PROJECT #1

Project Name: _____

Location: _____

Description: _____

If an NJSDA Project, include Contract Number: _____

Bidder Served as: ☐ Prime ☐ Subcontractor

If Bidder was the "Prime", was a CM on Project? ☐ Yes ☐ No

Bidder's Contract Value: _____ **Date Completed:** _____

OWNER'S CONTACT

Name: _____ **Title:** _____

Employer: _____ **Phone #:** _____ **Cell #:** _____

PROJECT'S CONTACT

Name: _____ **Title:** _____

Employer: _____ **Phone #:** _____ **Cell #:** _____

PROJECT #2

Project Name: _____

Location: _____

Description: _____

If an NJSDA Project, include Contract Number: _____

Bidder Served as: ☐ Prime ☐ Subcontractor

If Bidder was the "Prime", was a CM on Project? ☐ Yes ☐ No

Bidder's Contract Value: _____ **Date Completed:** _____

OWNER'S CONTACT

Name: _____ **Title:** _____

Employer: _____ **Phone #:** _____ **Cell #:** _____

PROJECT'S CONTACT

Name: _____ **Title:** _____

Employer: _____ **Phone #:** _____ **Cell #:** _____

PROJECT #3

Project Name: _____

Location: _____

Description: _____

If an NJSDA Project, include Contract Number: _____

Bidder Served as: ☐ Prime ☐ Subcontractor

If Bidder was the "Prime", was a CM on Project? ☐ Yes ☐ No

Bidder's Contract Value: _____ **Date Completed:** _____

OWNER'S CONTACT

Name: _____ **Title:** _____

Employer: _____ **Phone #:** _____ **Cell #:** _____

PROJECT'S CONTACT

Name: _____ **Title:** _____

Employer: _____ **Phone #:** _____ **Cell #:** _____

PROJECT #4

Project Name: _____

Location: _____

Description: _____

If an NJSDA Project, include Contract Number: _____

Bidder Served as: ☐ Prime ☐ Subcontractor

If Bidder was the "Prime", was a CM on Project? ☐ Yes ☐ No

Bidder's Contract Value: _____ **Date Completed:** _____

OWNER'S CONTACT

Name: _____ **Title:** _____

Employer: _____ **Phone #:** _____ **Cell #:** _____

PROJECT'S CONTACT

Name: _____ **Title:** _____

Employer: _____ **Phone #:** _____ **Cell #:** _____

C. SAFETY

1. Identify the Bidder's representative in charge of safety responsibilities.

Name of Safety Professional: _____ **Telephone No.:** _____

Does the person listed above possess the following certifications, licenses, or completed any of the following courses?

OSHA 500 Train the Trainer Program or the OSHA 502 Refresher Course within the past four (4) years? ☐ Yes ☐ No

Council on Certification of Health, Environmental and Safety Technologies (CCHEST) Safety Training Supervisor in Construction (STS-Construction)? ☐ Yes ☐ No

AGCA Safety Management Course? ☐ Yes ☐ No

2. What is the Bidder's current New Jersey (or state of company's location) Workers Compensation Insurance Experience Modification Rate (EMR)? **EMR:** _____

Provide the name and telephone number of the individual who can confirm EMR listed above:

Name: _____ **Telephone No.:** _____

D. PREVAILING WAGE RECORD

The Bidder shall place a check in the box that represents the Bidder's Prevailing Wage Record with the New Jersey Department of Labor within the **five (5)** years preceding the date of bid submission.

☐ This firm has been adjudicated to have committed no violations of failure to pay prevailing wages in the last five (5) years.

☐ This firm has been adjudicated to have committed one violation of failure to pay prevailing wages in the last five (5) years.

☐ This firm has been adjudicated to have committed more than one violation of failure to pay prevailing wages in the last five (5) years.

E. CERTIFICATION

The Bidder hereby certifies to the best of its knowledge and belief and under penalty of perjury under the laws of the United States and the State of New Jersey:

1. That all information provided herein is accurate and truthful.

2. That an affirmative action program of equal employment opportunity, pursuant to P.L. 1945, c. 169 the "New Jersey Law Against Discrimination," as supplemented and amended, has been adopted by this organization to ensure that applicants are employed and employees are treated without regard to their race, creed, color, national origin, ancestry, marital status, sex, or affectional or sexual orientation, and that the selection and utilization of contractors, subcontractors, consultants, materials suppliers and equipment lessors shall be done without regard to their race, creed, color, national origin, ancestry, marital status, sex, or affectional or sexual orientation. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer,

recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeships. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, Notices to be provided to the Authority's Compliance Officer setting forth provisions of this nondiscrimination clause. Said affirmative action program addresses both the internal recruitment, employment and utilization of minorities and the external recruitment policy regarding minority contractors, subcontractors, consultants, materials suppliers and equipment lessors.

3. That the bid has been executed with full authority to do so; that the Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with these projects; and that all statements contained in this bid and in this certification are true and correct and made with full knowledge that the Authority relies upon the truth of the statements contained in this bid and in the statements contained in this certification in awarding the contract for the projects.

4. That neither the Bidder nor its principals:

   a. are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from bidding or contracting by any agency of government including but not limited to federal, state, regional, county or local government agency, in this or any other state including any department, division, commission, authority, office, branch, section and political subdivision or other governmental or quasi-governmental entity;

   b. have, within a three-year period preceding this bid, been convicted or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public federal, state or local contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. are currently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

   d. have, within a three-year period preceding this bid, had one or more public contracts (federal, state or local) terminated for cause or default.

5. The Bidder has a current, valid registration issued pursuant to the "Public Works Contractor Registration Act," P.L. 1999, c. 238 (c. 34:11-56.48 et. seq).

6. The Bidder has a current, valid Business Registration Certificate for State Agency and Casino Service Contractors issued by the New Jersey Department of Treasury to perform work in New Jersey.

7. The Bidder has current, valid contractor or trade licenses and permits required under applicable New Jersey law for any trade or specialty area in which the firm seeks to perform work.

8. During the term of construction of the project(s) that comprise this package, the Bidder will have in place a suitable quality control and quality assurance program and an appropriate safety and health plan.

9. Any bidder or contractor who willfully makes, or causes to be made, a false, deceptive or fraudulent statement in the certifications required pursuant to P.L. 2000, c. 72, shall be guilty of a crime of the fourth degree and shall be permanently disqualified from bidding on all school facilities projects; and, in the case of an individual or the officer or employee charged with the duty of making the submission for a Bidder, shall be guilty of a disorderly persons offense.

10. The Bidder shall make a good faith effort to meet goals as set forth in N.J.A.C. 17:14-1.2 by providing the maximum opportunity for small business enterprises (SBE) to compete for and perform contracts.

11. Where the Bidder is unable to certify to any of the statements in this certification, the Bidder shall explain below:

IN WITNESS WHEREOF, the Bidder has caused this statement to be signed, attested to and sealed.

Bidder: _____

Legal Firm Name

By: _____ _____

Signature **Print or Type Name**

Title: _____

Address: _____ Telephone No.: _____

_____

_____ FAX No.: _____

_____

Date: _____

Witness: _____ _____

Signature **Print or Type Name**

Date: _____

Affix

Corporate

Seal

END OF PROJECT RATING PROPOSAL

Print Form

PRICE PROPOSAL SUBMISSION
for
BID
to
NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY

For the following Package:

Contract Number: _____
Contract Name/Description: _____
District: _____
County: _____

THIS PACKAGE IS COMPRISED OF THE FOLLOWING SCHOOL PROJECTS:

SCHOOL	CONSTRUCTION COST ESTIMATE
_____	$_____
_____	

Bid of _____
(Bidder's Name) (Bidder's Federal I.D. #)

a Corporation organized and existing under the laws of the State of _____

or a partnership or joint venture consisting of _____

_____

or an individual, trading as _____

There is a two-step bidding process for bidding with the NJSDA:

First Step: A Bidder must first submit the "Project Rating Proposal", which consists of information regarding the "other factors" which will be evaluated by the NJSDA in its consideration of the bid. The NJSDA will determine a Bidder's Project Rating Limit based on this proposal.

Second Step: A Bidder must submit the "Price Proposal", which contains the price the Bidder intends to bid for the work as well as other required information.

Important Notes:

1) A Bidder may not submit a Price Proposal that exceeds its Project Rating Limit for a project.
2) A Bidder's Project Rating Limit cannot exceed the firm's Aggregate Limit.

A. Price Proposal Submission:

The Bidder shall complete and execute this Price Proposal and enclose it in an envelope that is **sealed** and **clearly marked** with the Bidder's Name, Contract Number, Contract Name, School District, County and the date of Price Proposal submission. The Bidder must submit its sealed Price Proposal to the NJSDA in accordance with Section 8 of the Instruction to Bidders.

B. Bidder:

All Bidders must be classified by the Department of the Treasury, Division of Property Management and Construction in all applicable trades; pre-qualified by the NJSDA in all applicable trades; registered with the Department of Labor; and registered with the Department of Treasury, Division of Revenue; and provide a valid contractor or trade licenses where applicable at the time of submission of this bid. **Time is of the essence for completion of all projects in this package**.

C. Subcontractors:

1. The Bidder **MUST** name all subcontractors that will be performing work in any of the trades listed in the Bid Advertisement or required by statute.

2. All listed subcontractors identified in accordance with Section C.1. above must be classified by the Department of the Treasury, Division of Property Management and Construction in all applicable trades; pre-qualified by the NJSDA in all applicable trades; registered with the Department of Labor; and registered with the Department of Treasury, Division of Revenue; and provide a valid contractor or trade licenses where applicable at the time of submission of this bid.

3. All Bidders **MUST** submit a copy of the Uncompleted Contracts Form for any subcontractor identified in the bid advertisement.

4. If the Bidder is properly classified and pre-qualified, and will be performing work in these trades with its "own forces," so state. Failure to indicate what firms will be performing the work in the trades identified in the Bid Advertisement may cause the bid to be rejected.

5. The Bidder shall list the SBE status of each subcontractor, where applicable.

D. SBE Opportunities:

The Bidder agrees it shall make a good faith effort to meet the requirements of the SBE Utilization Attachment contained in the Contract Documents in order to ensure that small business enterprises, as defined in that attachment and in applicable regulation, have the maximum opportunity to compete for and perform subcontracts.

The NJSDA requires the contractor to provide opportunities to SBE firms to participate in the performance of this engagement, consistent with NJSDA SBE set aside goals of 25%, awarding 5% of the contract value to registered Category 4 SBE firms; 5% of the contract value to registered Category 5 SBE firms; and 5% of the contract value to registered Category 6 SBE firms; and 10% of the contract value to SBE firms registered in any of the three Categories.

==========

GENERAL CONSTRUCTION WORK:

_____ _____

Firm Address

_____ _____ _____

SBE DOL Contractor Registration # Federal I.D. #

==========

STEAM AND HOT WATER HEATING AND VENTILATING APPARATUS WORK:

Firm _____ Address _____

SBE _____ DOL Contractor Registration # _____ Federal I.D. # _____

PLUMBING AND GAS FITTING WORK:

Firm _____ Address _____

SBE _____ DOL Contractor Registration # _____ Federal I.D. # _____

ELECTRICAL WORK:

Firm _____ Address _____

SBE _____ DOL Contractor Registration # _____ Federal I.D. # _____

STRUCTURAL STEEL AND MISCELLANEOUS IRON WORK:

Firm _____ Address _____

SBE _____ DOL Contractor Registration # _____ Federal I.D. # _____

OTHER TRADE CLASSIFICATIONS NAMED IN BID ADVERTISEMENT (Name Trade Classification): _____

Firm _____ Address _____

SBE _____ DOL Contractor Registration # _____ Federal I.D. # _____

OTHER TRADE CLASSIFICATIONS NAMED IN BID ADVERTISEMENT (Name Trade Classification): _____

Firm _____ Address _____

SBE _____ DOL Contractor Registration # _____ Federal I.D. # _____

E. Price:

1. The undersigned, as Bidder, declares:
   - That this Price Proposal is made, without collusion with any other person, firm or corporation;
   - That the Bidder has carefully examined the form of the Project Manual, Contract, Instructions to Bidders, Addenda, Specifications, Plans and all other Contract Documents;
   - That the Bidder has carefully examined the locations, conditions and classes of material for the proposed work;
   - That the Bidder agrees that it will provide all necessary machinery, tools, apparatus and other means of construction and will do all work and furnish all the materials called for in the Contract Documents in the manner therein prescribed; and
   - That this Price Proposal is submitted Net of Insurance, excluding all applicable insurance expenses and policy costs allocated to the on-site activities of the project as respects Workers' Compensation, Employer's Liability, Commercial General Liability, Owners Contractors Protective Liability, Excess/Umbrella Liability and Builder's Risk insurance.

2. In submitting this Price Proposal, the Bidder agrees:
   - That the NJSDA has the right to reject this Price Proposal in accordance with the Instructions to Bidders.
   - To hold this Price Proposal open for a period of ninety (90) calendar days from the date of the public opening and reading of the Price Proposals, unless this time period is extended by mutual agreement of the Bidder and the NJSDA.
   - To accomplish the work at the price bid, in accordance with the Contract Documents.

3. Base Bid Price:
   - Total amount for the furnishing of all labor, materials, services, equipment and appliances required in conjunction with and properly incidental to all work, in conformance with all Contract Documents. **The price of allowances listed in the Specifications and/or by Addenda (um) must be included in the Base Bid Price.**

   - In case of a discrepancy between the amount shown in words and the amount shown in figures, **the amount shown in words shall govern**.

   - **The Public Opening and Reading of the Price is for informational purposes only and is not to be construed as an acceptance or rejection of any bid submitted.**

BASE BID PRICE: _____

(In Words)

$ _____

(In Figures)

4. Alternates:

   Refer to the Specifications and/or Addenda (um) for the list of Alternates, if any.

   For each listed Alternate, the Bidder shall:

   1. Identify specifically the alternate to be addressed under the column entitled **"Alternates"**. Said identification shall be the name or number of the alternate;
   2. Fill in the amount bid for the Alternate in the column entitled **"Price"** in the appropriate space opposite the **"Alternate"** column and indicate if this price is a decrease alternate

by using the symbol "-" or an increase alternate using the symbol "+". If the alternate is chosen, increase alternates will increase the base bid by the amount indicated, decrease alternates will result in a reduction of the base bid by the amount indicated;

3. If no change in the bid amount is required, the Bidder must indicate **"No Change"** or **"$0 dollars"** in the price column.

Alternate	Price
_____	_____
_____	_____
_____	_____

5. Bid Bond:

   The Bidder shall attach to this Price Proposal a Bid Bond, having a value of ten percent (10%) of the total base bid amount. Bid Bonds shall be returned to all unsuccessful Bidders in accordance with the Instructions to Bidders.

6. Addenda:

   The Bidder acknowledges receipt and incorporated into this bid of the following Addenda:

   Number: _____ _____ _____ _____ _____

   Dated: _____ _____ _____ _____ _____

F. CERTIFICATION

The Bidder hereby certifies to the best of its knowledge and belief and under penalty of perjury under the laws of the United States and the State of New Jersey:

1. That all information provided herein is accurate and truthful.

2. That an affirmative action program of equal employment opportunity, pursuant to P.L. 1945, c. 169, the "New Jersey Law Against Discrimination," as supplemented and amended has been adopted by this organization to ensure that applicants are employed and employees are treated without regard to their race, creed, color, national origin, ancestry, marital status, sex, or affectional or sexual orientation, and that the selection and utilization of contractors, subcontractors, consultants, materials suppliers and equipment lessors shall be done without regard to their race, creed, color, national origin, ancestry, marital status, sex, or affectional or sexual orientation. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, Notices to be provided by the NJSDA's Compliance Officer setting forth provisions of this nondiscrimination clause. Said affirmative action program addresses both the internal recruitment, employment and utilization of minorities and the external recruitment policy regarding minority contractors, subcontractors, consultants, materials suppliers and equipment lessors.

3. That the bid has been executed with full authority to do so; that the Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with these projects; and that all statements contained in this bid and in this certification are true and correct and made with full knowledge that the NJSDA relies upon the truth of the statements contained in this bid and in the statements contained in this certification in awarding the contract for the projects.

4. That neither the Bidder nor its principals:

   A. are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from bidding or contracting by any agency of government including but not limited to federal, state, regional, county or local government agency, in this or any other state including any department, division, commission, authority, office, branch, section and political subdivision or other governmental or quasi-governmental entity;

   B. have, within a three-year period preceding this bid, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public federal, state or local contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   C. are currently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and

   D. have, within a three-year period preceding this bid, had one or more public contracts (federal, state or local) terminated for cause or default.

5. The Bidder has a current, valid registration issued pursuant to the "Public Works Contractor Registration Act, "P.L. 1999, c. 238 (c. 34:11-56.48 et. seq)".

6. The Bidder has a current, valid Business Registration Certificate for State Agency and Casino Service Contractors issued by the NJ Department of Treasury to perform work in New Jersey.

7. The Bidder has current, valid contractor or trade licenses and permits required under applicable New Jersey law for any trade or specialty area in which the firm seeks to perform work.

8. That the Bidder will comply with Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134 (2004)) and as amended by Executive Order 117 (2008), and submit a N.J. Division of Purchase and Property "Two-Year Chapter 51/Executive Order 117 Vendor Certification & Disclosure of Political Contributions" and "Ownership Disclosure Form" if awarded the bid.

9. That the Bidder is aware of its continuing responsibility to file an annual disclosure statement on "contributions" as that term is defined in P.L. 2005, c. 51 (formerly Executive Order 134 (2004)) or any "Business Entity," as that term is defined in P.L. 2005, c. 51, associated with the Bidder, on the "Disclosure of Political Contribution" form provided by the NJSDA, at the time such contribution is made." This applies to the contractor if the contractor receives contracts in excess of $50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us .

10. During the term of construction of the project(s) that comprise this package, the Bidder will have in place a suitable quality control and quality assurance program and an appropriate safety and health plan.

11. The amount of the Price Proposal and the value of the Bidder's outstanding incomplete contracts does not exceed the Bidder's Aggregate Rating.

12. **Where the Bidder is unable to certify to any of the statements in this certification, the Bidder shall explain below.**

_____

_____

IN WITNESS WHEREOF, the Bidder has caused this instrument to be signed, attested to and sealed.

Bidder: _____
(Legal Firm Name)

By: _____ _____
(Signature) (Printed or Typed Name)

Title: _____

Address: _____

_____

Telephone No.: _____

Fax No.: _____

Date: _____

Affix Corporate Seal

Witness: _____

Printed or Typed Name: _____

Date: _____

END OF PRICE PROPOSAL

STATEMENT OF JOINT VENTURE

STATE OF NEW JERSEY
}SS:
COUNTY OF_____

We, the undersigned, being duly sworn according to law, upon our respective oaths depose and say that:

1. The Bidders under whose names we have affixed our respective signatures, have duly authorized and empowered us to execute the statement of joint venture in their names and on behalf of such Bidders for the purposes herein further set forth.

2. The following named Bidders:

(a) _____: _____: _____
( ) Individual ( ) Partnership ( ) Corporation

(b) _____: _____: _____
( ) Individual ( ) Partnership ( ) Corporation

(c) _____: _____: _____
( ) Individual ( ) Partnership ( ) Corporation

each of whom is classified by the Department of the Treasury, Division of Property Management and Construction and the New Jersey Schools Development Authority ("Authority") to bid for New Jersey school construction work, have entered into a joint venture for the special purpose of carrying on the work and improvement hereinafter described.

3. Under the provisions of such joint venture, the assets of each of the contractors named in paragraph 2 hereof, and in case any Bidder so named above is a partnership, the assets of the individual members of such partnership will be available for the performance of such joint venture and liable therefore and for all obligations incurred in connection therewith.

4. The assets and liabilities of the named Bidders for whom we respectively execute this Statement of Joint Venture are now substantially the same as set forth in their most recent classification applications.

5. This Statement of Joint Venture is executed so that the named Bidders may, under such joint venture, bid upon the work and improvement herein mentioned and may, if the successful bidder therefore, be awarded the contract for such work and improvement. Any bid, bond and contract relating to the work and improvement hereinafter specified shall be executed by any person authorized to bind any Bidder to this joint venture, and when so executed, shall bind this joint venture and each and every Bidder named herein, severally and jointly, simultaneous with the execution of the contract. The joint ventures shall designate and appoint a project supervisor to act in it's true and lawful agent with full power and authority to go and perform any and all acts or things necessary to carry out the construction work set forth in said contract.

TO BE EXECUTED BY EACH JOINT VENTURER

AUTHORIZATION AND DESIGNATION OF RESPECTIVE AFFIANTS TO THE STATEMENT OF JOINT VENTURE HERETO ATTACHED TO ACT FOR AND ON BEHALF OF THE CONTRACTORS NAMED IN PARAGRAPH 2 THEREOF:

(a) ____ HEREBY CERTIFIES THAT
(Name of Bidder)

____ HAS BEEN AND IS HEREBY EMPOWERED
(Name of Representative)

TO SIGN THE STATEMENT OF JOINT VENTURE ATTACHED HERETO AS THE AUTHORIZED REPRESENTATIVES OF

____ FOR THE SPECIAL PURPOSE THEREIN EXPRESSED
(Name of Bidder)

ATTEST ______________________________ ______________________________

(CORPORATE SEAL REQUIRED IF AUTHORITY)

• •

(b) ____ HEREBY CERTIFIES THAT
(Name of Bidder)

____ HAS BEEN AND IS HEREBY EMPOWERED
(Name of Representative)

TO SIGN THE STATEMENT OF JOINT VENTURE ATTACHED HERETO AS THE AUTHORIZED REPRESENTATIVES OF

____ FOR THE SPECIAL PURPOSE THEREIN EXPRESSED
(Name of Bidder)

ATTEST ______________________________ ______________________________

(CORPORATE SEAL REQUIRED IF AUTHORITY)

• •

(c) ____ HEREBY CERTIFIES THAT
(Name of Bidder)

____ HAS BEEN AND IS HEREBY EMPOWERED
(Name of Representative)

TO SIGN THE STATEMENT OF JOINT VENTURE ATTACHED HERETO AS THE AUTHORIZED REPRESENTATIVES OF

____ FOR THE SPECIAL PURPOSE THEREIN EXPRESSED
(Name of Bidder)

ATTEST ______________________________ ______________________________

(CORPORATE SEAL REQUIRED IF AUTHORITY)

• • • • • • • • • •

STATEMENT OF JOINT VENTURE (Continued)

6. The work and improvement for which this joint venture has been entered into is identified as:

_____

_____

_____

BIDS TO BE RECEIVED ON _____, 20_____

Subscribed and sworn to before me

this _____ day of

_____, 20____

_____

(a) _____
(Name of Bidder)

BY _____
(Type or Print Name of Signer)

Subscribed and sworn to before me

this _____ day of

_____, 20____

_____

(a) _____
(Name of Bidder)

BY _____
(Type or Print Name of Signer)

Subscribed and sworn to before me

this _____ day of

_____, 20____

_____

(a) _____
(Name of Bidder)

BY _____
(Type or Print Name of Signer)

NJSDA TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

I certify that the amount of uncompleted construction work (defined as the total contract value of unbilled work - including public and private) as of the bid due date is $ _____

A firm may **exclude** from "uncompleted construction work" the following:

- "Non-at-Risk" construction management services (also known as "fee only" construction management services) where the firm is acting strictly as an agent for the owner.

- On any project where the firm was awarded a single prime contract which encompasses work to be performed by a subcontractor in a principal trade defined as plumbing and gas fitting; steam and hot water heating and ventilation; electrical; or structural steel and ornamental iron work, the firm may calculate the value of the awarded contract by deducting eighty-five percent (85%) of the actual subcontract price of the work to be performed by principal trade(s) from the actual price of the contract awarded to it. The firm will have the burden of proving that the work is encompassed by the principal trades and the value of the amount of work performed by those principal trades.

I further certify that the amount of this bid proposal, including the amount listed above does not exceed my New Jersey Schools Development Authority, Aggregate Rating limit.

Respectfully submitted,

Affix Corporate Seal

By: _____
Name of Firm

_____
Signature

_____
Type or Print Name and Title

_____
Business Address

_____

_____

_____
Telephone

Date: _____

BID BOND

Bond No._____

WHEREAS,

_____

_____

_____

as Principal, has submitted the accompanying bid to the NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY ("NJSDA"), 1 West State Street, Trenton, New Jersey 08625, in response to the NJSDA's advertisement for bids for

Contract #:

Contract Name:

Whereas, Principal is required to furnish this Bid Bond as a condition of the NJSDA's acceptance of Principal's bid.

NOW, THEREFORE, Principal and _____, a Corporation duly organized under the laws of the State of _____, as Surety, are held and firmly bound unto the NJSDA, in the sum of 10% of the accompanying bid, for the payment of which sum well and truly to be made, the Principal and the Surety firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Principal is awarded the Contract, and the Principal, within the time required by the Contract Documents, enters into the Contract and executes and delivers to the NJSDA such payment and performance bonds and other documents as are required as conditions precedent by the Instructions to Bidders and other Contract Documents, then this obligation shall be void; otherwise, the Principal and Surety shall pay to the NJSDA the difference in money between the amount of the bid of the Principal and the amount for which the NJSDA legally contracts with another party to perform the Work if the latter amount is in excess of the former, but in no event will liability hereunder exceed the penal sum hereof.

No extensions of the time for receipt of the Principal's bid or award of the Contract shall in any way reduce, limit or otherwise affect the obligations of the Principal and Surety under this Bid Bond. The Surety waives notice of any such extensions of time.

Principal:

_____
Witness

_____
Print or Type Name

By: _____

Print Name:
Print Title:

Affix Corporate Seal

Surety:

_____
Witness

_____
Print or Type Name

By: _____

Print Name:
Print Title:

Affix Corporate Seal

SAMPLE FORMS TO BE COMPLETED UPON EXECUTION OF CONTRACT

The following is a list of forms provided for **INFORMATIONAL PURPOSES ONLY**. The actual forms will be mailed with the Notice of Award letter to the successful bidder.

- Form of Contract
- Performance Bond Form
- Payment Bond Form
- SBE Form A – Schedule of SBE Participation for Contractors
- Form C – Confirmation of SBE Status and Bid Price
- NJSDA Accord Sample Insurance Certificate Forms
- Owner's Controlled Insurance Program (OCIP) Forms
    - Contractor Enrollment Information and Forms
    - Subcontractor Approval Information and Forms
- Integrity Affidavit
- Disclosure Form
- AA-201 Initial Project Workforce Report
- AA-201A Subcontractor Projection Form
- Public Law Chapter 51 and E.O. 117 Instructions
    - Two-Year Chapter 51/Executive Order 117 – Vendor Certification and Disclosure of Political Contributions
    - Ownership Disclosure Form

CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____ 20____, between the New Jersey Schools Development Authority (NJSDA) and _____ (Contractor) with a principal office location at _____. Capitalized terms shall have the meanings ascribed to them in the General Conditions and elsewhere in the Contract Documents, unless the context indicates otherwise.

WITNESSETH, that the Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the NJSDA, hereby covenant and agrees to do and perform all of the Work to be done and performed in accomplishing the Acceptance and Final Acceptance and Completion of the School Facilities Project identified as:

Contract Number:

Contract Name:

in strict and entire conformity with the General Conditions, Supplementary Conditions, Plans, Specifications and all other Contract Documents, which Contract Documents are hereby made part of this contract as fully and with the same effect as if the same had been set forth at length in the body of this contract.

Provided that the Contractor strictly and completely performs all of the Work and all other obligations under the Contract Documents, and subject only to such increases or decreases as are effectuated by Change Order or as otherwise provided in the Contract Documents, the NJSDA will pay the Contractor the sum of _____ Dollars ($0.00).

ADDRESS FOR GIVING NOTICES:

New Jersey Schools Development Authority
Attn: Ms. Regina Bleck
Vice President
Project Management
One West State Street
Post Office Box 991
Trenton, NJ 08625-0991

ADDRESS FOR GIVING NOTICES:

_____

_____
_____
_____
_____
_____

IN WITNESS WHEREOF, the parties have caused this instrument to be signed, attested to and sealed.

OWNER
New Jersey Schools Development Authority

Attest:

_____ by _____ _____
(Signature) (Signature) Date

_____ _____
(Print Name) (Print Name)

_____ _____
(Title) (Title)

Attest:

_____ by _____ _____
(Signature) (Signature) Date

_____ _____
(Print Name) (Print Name)

_____ _____
(Title) (Title)

CONTRACTOR
[Name of Contractor]

Witness or attest:

_____ by _____ _____
(Signature) (Signature) Date

_____ _____
(Print Name) (Print Name)

_____ _____
(Title) (Title)

Affix
Corporate Seal

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____
as PRINCIPAL and _____
with underwriting office at _____
to which all communication in regard to this bond should be addressed, a Corporation organized and existing under the laws of the State of _____and duly authorized to do business in the state of New Jersey, as SURETY, are hereby held and firmly bound unto the State of New Jersey in the penal sum of _____, 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 and SEALED this _____day of_____two thousand and_____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above named Principal has been awarded a contract identified as:

_____
_____
_____
which said contract, upon execution by the New Jersey Schools Development Authority, and the Principal, will be a part of this bond the same as though set forth herein.

Now, if the said Principal shall well and faithfully do and perform each and every, all and singular, the things agreed by it (or them) to be done and performed according to the terms of said contract, then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulated and agrees that no modifications, omissions or additions in or to the terms of the said contract, or in or to the plans or specifications therefore, shall in anyway affect the obligations of said Surety on its bond.

Principal:

By: _____ Affix Corporate Seal

Print Name:
Print Title:

_____
Witness

_____
Print or Type Name

Surety:

By: _____ Affix Corporate Seal

Print Name:
Print Title:

_____
Witness

_____
Print or Type Name

PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

_____

as PRINCIPAL and _____

with underwriting office at _____

to which all communication in regard to this bond should be addressed, a Corporation organized and existing under the laws of the State of _____ and duly authorized to do business in the state of New Jersey, as SURETY, are hereby held and firmly bound unto the State of New Jersey in the penal sum of _____

_____

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 and SEALED this _____day of _____ two thousand and _____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above named Principal has been awarded a contract identified as:

_____

_____

_____

which said contract, upon execution by the NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY, and the Principal, will be a part of this bond the same as though set forth herein.

Now, if the said Principal shall pay all lawful claims of beneficiaries as defined by N.J.S.2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implement or machinery furnished, used or consumed in carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S.2A;44-143 having a just claim, as well as for the party of the first part mentioned in the contract aforesaid; 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 or specifications therefore, shall in anyway affect the obligations of said Surety on its bond.

Principal:

Affix Corporate Seal

By: _____

Print Name:

Print Title:

_____

Witness

_____

Print or Type Name

Surety:

Affix Corporate Seal

By: _____

Print Name:

Print Title:

_____

Witness

_____

Print or Type Name

1. UTILIZATION OF SMALL BUSINESS CONTRACTORS/CONSULTANTS

The New Jersey Schools Development Authority ("NJSDA") requires all Contractors/Consultants to provide opportunities to Small Business Enterprise (SBE) firms to participate in the performance of all projects. Contractors/Consultants are required to take reasonable and good faith efforts to ensure SBE firms as defined in N.J.A.C. 19:39-2, have the maximum opportunity to compete for and perform contracts. Contractors/Consultants are required to include the provisions set forth in the NJSDA's SBE Utilization Attachment in all subcontracts. Failure to adhere to this SBE Utilization Attachment shall constitute a breach of contract for which the NJSDA may terminate the contract or pursue such other remedy as the NJSDA deems appropriate. The Contractor/Consultant shall include the provisions set forth in this attachment in all subcontracts.

2. CONTRACTOR'S/CONSULTANT'S OBLIGATION

The Contractor/Consultant shall take all reasonable and good faith efforts to ensure that SBE firms as defined in N.J.A.C. 17:14-1.2 have the maximum opportunity to compete for and perform contracts as an SBE sub-contractor/sub-consultant. The Contractor/Consultant shall not discriminate against any subcontractor on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, disability, nationality or sex and shall be in compliance with N.J.S.A. 10:5-1 et seq. in the award and performance of this Contract.

3. COMPLIANCE

All certificates, forms and documents required by this SBE Utilization Attachment are part of the contract and shall be completed by the Contractor/Consultant. The NJSDA will be the sole judge of proper compliance with the requirements set forth herein.

4. GOALS FOR THIS CONTRACT

The NJSDA requires Contractors/Consultants to provide opportunities to SBE firms to participate in the performance of all projects consistent with the set aside goals of awarding 5% of the contract value to registered Category 4 SBE firms (businesses whose gross revenues do not exceed $3 million); 5% of the contract value to registered Category 5 SBE firms (businesses whose gross revenues do not exceed the applicable annual revenue standards established at 13 C.F.R. 121.201, namely, ranging between $3 million and $16.75 million; 5% of the contract value to registered Category 6 SBE firms (businesses whose gross revenues do not exceed the applicable annual revenue standards established at 13 C.F.R. 121.201, viz, ranging between $16.75 million and $33.50 million; and 10% of the contract value to businesses in either category.

- Only SBE firms properly registered with the New Jersey Department of the Treasury, Division of Minority and Women Business Development prior to the date of bid will be considered in determining whether the Contractor/Consultant has met the Contract goals.

A database of registered SBE firms is available for review from the New Jersey Department of the Treasury, Division of Minority and Women Business Development at http://www.nj.gov/njbusiness/contracting/ → NJSAVI Database.

5. COUNTING SBE PARTICIPATION

The Contractor/Consultant shall count toward its small business goals only actual expenditures to SBE firms that perform a commercially useful function on the School Facilities Project. An SBE firm performs

a commercially useful function when it is responsible for execution of a distinct element of Work and carries out its responsibility by actually performing, managing and supervising the Work involved.

If the Contractor/Consultant is registered as an SBE firm, the actual payments made to that Contractor/Consultant would be applied toward the applicable goal for work performed by SBE Contractor/Consultant.

If the Contractor/Consultant is a joint venture and one or more of the individuals, partnerships or NJSDAs comprising that joint venture is a registered SBE, actual payments made to the joint venture for work performed by the SBE member will be applied toward the goal. Payments made to the joint venture for work performed by non-SBEs will not be applied toward the applicable goal.

A Contractor/Consultant must meet all of the goals as defined in paragraph 4 of this SBE Utilization Attachment. In determining whether a Contractor/Consultant has met the SBE goals (5% to Category 4, 5% to Category 5, 5% to Category 6 and 10% to either), each qualifying SBE firm will be applied to only one of the SBE goals.

6. SUBMISSION OF CONTRACTOR'S/CONSULTANT'S/VENDOR'S SBE PLAN

The Contractor/Consultant who is named the apparent successful bidder shall submit, no later than five (5) State business days after the date of receipt of the Notice of Award to the NJSDA for approval a listing of firms, organizations or enterprises to be used as subcontractors on the School Facilities Package. Such listing shall clearly delineate which firms are registered SBEs and include the following:

1. SBE Form A - Schedule of SBE firm Participation for Contractors and Consultants. The Contractor shall list all SBE firms that will participate in the contract. The Contractor/Consultant shall supply information regarding the SBE firms including scope of work, actual dollar amount and percent of total Contract to be performed; **or**

2. SBE Form B - Schedule of SBE Participation for Goods & Services Providers. The Vendor shall list all SBE firms that will participate in the contract. The Contractor/Consultant shall supply information regarding the SBE firms including scope of work, actual dollar amount and percent of total Contract to be performed; **and**

3. SBE Form C – Confirmation Statement of SBE Status and Bid Price - statement under oath by the SBE that the firm is properly registered as an SBE and confirmation of its Bid Price with GC acknowledgment; **and**

4. The name of the Contractor's/Consultant's SBE liaison officer who shall be the person within the Contractor's/Consultant's organization primarily responsible for implementing the Contractor's/Consultant's SBE program; **and**

5. Request for Exemption - In the event the Contractor/Consultant is unable to meet the specified goals, Contractor/Consultant must submit a written request to the NJSDA's Contract Procurement for an exemption from the goals. This request shall demonstrate reasonable and substantiated Good Faith Outreach efforts made by the Contractor/Consultant consistent with Paragraph 7 of this attachment; **and**

6. Additional Information - The NJSDA in its sole discretion may request additional information from the Contractor/Consultant prior to award of the contract in order to evaluate that Contractor's/Consultant's compliance with the SBE requirements of the bid proposal. Such information must be provided within the time limits established by the NJSDA.

7. The NJSDA will not approve any subcontract proposed by the Contractor/Consultant unless and until the Contractor/Consultant has complied with the terms of this SBE Utilization Attachment.

7. REASONABLE OUTREACH EFFORTS

A Contractor/Consultant shall document the reasonable outreach efforts it has made to meet the SBE goals. The Contractor/Consultant shall maintain records regarding each SBE firm contacted as a potential subcontractor and the reasons why that SBE firm was not used by the Contractor/Consultant. Reasonable outreach efforts shall include but not be limited to:

1. Solicitations of SBE firms as subcontractors for the School Facilities Package, including advertisements in general circulation media, trade association publications, and small business focus media. Such solicitations shall be made at a sufficient length of time before the date set for receipt of bids to permit a meaningful response from SBE firms.

2. Efforts made to use the services of available community organizations, Contractor/Consultant groups, and local, State and Federal agencies that provide assistance in the recruitment and placement of SBE firms.

8. RESPONSIBILITY AFTER CONTRACT AWARD

1. A Contractor/Consultant shall make no substitution, termination, or change in scope of work for any SBE sub-contractor/sub-consultant named in its bid proposal or identified by the Contractor/Consultant as a participating SBE sub-contractor/sub-consultant in SBE Form A - Schedule of SBE Participation for Contractors or Consultants SBE Form B – Schedule of SBE Participation for Goods & Services Providers as applicable without first submitting a request for substitution in writing to the NJSDA Division of Contractor and Workforce Compliance with complete justification for the request. All substitutions must be submitted at least fourteen (14) days prior to the new SBE sub-contractor/sub-consultant performing work on the project. The contractor must have the written approval of the NJSDA before such a substitution can be made, regardless of the reason for the substitution.

2. Contractors/Consultants shall not substitute an SBE sub-contractor/sub-consultant, except upon a determination by the NJSDA Division of Contractor and workforce Compliance that just cause exists to support the substitution. Additionally, a contractor shall not terminate for convenience an SBE sub-contractor/sub-consultant and perform the work of the terminated sub-contractor/sub-consultant with its own forces or those of an affiliate, without the NJSDA's prior written consent.

3. If a contractor must substitute an SBE subcontractor, the contractor shall make a good faith effort to find another SBE subcontractor to perform at least the same amount of work as had been allocated to the original SBE subcontractor.

9. DOCUMENTATION

The NJSDA may at any time require such information, as it deems necessary to ascertain the compliance of any Contractor/Consultant with the terms of these provisions.

The Contractor/Consultant shall keep such records as are necessary to determine compliance with its SBE obligations. The records kept by the Contractor/Consultant must contain information which demonstrates:

1. The names of SBE firms contacted for Work on the Contract.

2. The type of Work to be done or services to be performed by all SBE sub-contractors/sub-consultants on the Contract.

3. The actual dollar amount of Work awarded to SBE firms.

4. The progress and efforts being made in seeking out and utilizing SBE firms including solicitations, quotes, and bids regarding work items, supplies, and leases.

5. Documentation of all correspondence, contacts, telephone calls, and e-mails used to obtain the services of SBE firms on the Contract.

As required by the NJSDA, the Contractor/Consultant shall submit reports pertaining to contracts and business transactions with SBE firms. Throughout the term of the NJSDA contract each General Contractor and Prime Consultant that hires additional SBE subcontractors/sub-consultants must submit a copy of the originally approved Form A with the additional information of the new SBE firm together with the Form C and current SBE Certificate. This procedure will ensure the continued accuracy of total SBE participation.

All such records shall be maintained for a period of three years following final payment and shall be available for inspection by the NJSDA.

10. SANCTIONS

Failure of a Contractor/Consultant to comply with these provisions may result in bid rejection, reduced classification, suspension, debarment or the institution of other appropriate actions by the NJSDA.

Failure to follow the proper substitution procedures set forth in this SBE Utilization Attachment will result in the imposition of sanctions by the NJSDA. Because the NJSDA cannot and will not pay for contractual services that are not performed, or contractual obligations that are not met, the NJSDA shall reduce the Contractor's/Consultant's compensation by a maximum of one and a half percent of the contract price by either withholding all or part of future payments or by reducing the amount of retainage otherwise due for release to the contractor or consultant upon contract completion. The NJSDA may also exercise any and all other remedies available to it under the terms of its contract with the contractor, including its option to declare the contract in breach and terminate the contract.

The performance evaluation of a contractor or consultant will also be negatively affected by noncompliance with the hiring and subcontracting requirements set forth in its contract with the NJSDA and the substitution procedures outlined above.

END OF SBE UTILIZATION ATTACHMENT

NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY
SBE FORM A - SCHEDULE OF SBE PARTICIPATION FOR GENERAL CONTRACTORS AND PRIME CONSULTANTS
NJSDA PROCUREMENT ANALYST: _____

CONTRACT NO: _____ SCHOOL NAME: _____ PRIME FED ID NO: _____

CONTRACT AMT: $ _____ MUNICIPALITY: _____ DATE OF AWARD: _____

Name of SBE Contractor/Consultant	Category (see below)	** MBE	** WBE	Address, Telephone Number & Contact Person	Type of Work Performed (Electrical, HVAC, Structural, etc.)	Subcontract Amount	Projected		% of Total Contract
							Start Date	End Date	
TOTALS						$			

PRIME (Print Name) _____ PREPARED BY: _____ PRIME'S SBE LIAISON (Print Name) _____

PRIME'S ADDRESS _____ SIGNATURE & TITLE _____ TELEPHONE (Include Area Code) _____

NOTE: As the Prime of this contract you have a responsibility to meet the following SBE goals: A minimum of 25% (5% Category 4, 5% Category 5, 5% Category 6, and the remaining 10% to be allocated among Categories 4, 5 and/or 6).

NJ STATE GOALS:

Category 4: Contract Award to SBE's with less than $3,000,000 in Gross Revenue
Category 5: Contract Awarded to SBE's with Gross revenues exceeding $3,000,000, but not greater than $16,750,000
Category 6 Contract Awarded to SBE's with Gross revenues exceeding $16,750,000, but not greater than $33,500,000

Pursuant to Executive Order #34, NJSDA is currently monitoring minority/woman-owned participation on all construction and goods and services contracts.
Please note, if any of the named subcontractors/subconsultants are a minority or woman owned firm, as well as an SBE, indicate this where appropriate.
** MBE/WBE **B**: Black **H**: Hispanic **A**: Asian **N**: Native American **W**: Woman ***Identity of race and gender is voluntary and not required

SBE FORM C - CONFIRMATION OF SBE STATUS and BID PRICE

NJSDA Contract #: _____ **SBE Federal ID #:** _____

I, _____, certify that: _____

I am the_____ of the firm of _____,

located at_____, which is registered as an SBE firm by the New Jersey Treasury Department, Division of Minority and Women Business Development.

I further warrant that I am authorized by the said firm to make this Certification and will provide the information requested by the New Jersey Schools Development Authority (NJSDA) to document the fact that the said firm is a bona fide SBE.

I further state that I am aware my firm has been named on Form A as a proposed Subcontractor, Sub-consultant, or Goods and Service provider on the above contract to meet the General Contractor or Prime Consultant's NJSDA SBE Goals.

Specifically, my Subcontract Bid Amount is: $_____

I am currently certified as a (please circle all that apply) in the State of New Jersey. SBE MBE WBE

Please indicate ethnicity for MBE _____ Black _____ Hispanic _____Asian _____ American Indian

Race and gender identification is voluntary.

I have attached a copy of my current and valid SBE Registration Form issued by the New Jersey Treasury Department, Division of Minority and Women Business Development. If applicable, I have attached the MBE and or the WBE Certification.

_____ _____

Signature Date

Acknowledgement and Consent
(For General Contractor / Prime Consultant Use)

I, _____, _____

Company Principal or Executive

hereby agree to award to named subcontractor/subconsultant a contract in the above-stipulated amount pursuant to contract terms and conditions.

_____ _____

Signature Date

NOTE: Form C is to be completed by ALL Sub-contractors, Sub-consultants, or Goods and Services Providers to be engaged in the contract and signed by both Parties.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
DATE ISSUED

PRODUCER:

Insured Insurance Broker/Agent Co
Address
City, State, Zip Code
Fax #
Telephone #

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Your Company's Name
Address
City, State, Zip Code

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: **(A.M. Best Rated A- or better)**	
INSURER B: **(A.M. Best Rated A- or better)**	
INSURER C: **(A.M. Best Rated A- or better)**	
INSURER D: **(A.M. Best Rated A- or better)**	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POICY PERIOD INDICATED. NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☑ Commercial General Liab ☐ Claims Made ☑ Occur ☐ _____ Gen'l Aggregate Limit Applies ☐ Policy ☐ Project ☐ Loc	**Policy Number**	**MM/DD/YY**	**MM/DD/YY**	Ea. Occurrence	***$1,000,000***
					Fire Damage (any one Fire)	***$50,000***
					Med Exp (Any one person)	***$5,000***
					Personal & Adv Injury	***$1,000,000***
					General Aggregate	***$2,000,000***
					Products - Comp/Op Agg	***$1,000,000***
B	AUTOMOBILE LIABILITY ☑ Any Auto ☑ All owned Autos ☑ Scheduled Autos ☑ Hired Autos ☑ Non-Owned Autos ☐ _____ ☐ _____	**Policy Number**	**MM/DD/YY**	**MM/DD/YY**	Combined Single Limit (Ea Accident)	***$1,000,000***
					Bodily Injury (Per Person)	$
					Bodily Injury (Per Accident)	$
					Property Damage (Per Accident)	$
	GARAGE LIABILITY ☐ Any Auto ☐ _____				Auto Only-Ea Accident	
					Other than Auto Only: Ea Acc	$
					Agg	$
C	EXCESS/UMBRELLA LIABILITY ☑ Occur ☐ Claims Made ☐ Deductible ☐ Retention $	**Policy Number**	**MM/DD/YY**	**MM/DD/YY**	Each Occurrence	***$4,000,000***
					Aggregate	***$4,000,000***
D	Workers Compensation and Employer's Liability	**Policy Number**	**MM/DD/YY**	**MM/DD/YY**	☑ WC Statutory Limits ☐ Other	
					E.L. Each Accident	***$500,000***
					E.L. Disease - Ea Employee	***$500,000***
					E.L. Disease - Policy Limit	***$500,000***
E	Other POLLUTION and/or ASBESTOS LIABILITY	**Policy Number**	**MM/DD/YY**	**MM/DD/YY**	Each Occurrence	***$5,000,000***
					Aggregate	***$5,000,000***

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

(**NJSDA Contract Number-School District-Contract Name-Description-Contract Amount**). All Activities and Operations as respects NJSDA Project Site. The following are named as additonal insureds on the General Liability, Excess Liability and Automobile Liability Policies: NJ Schools Development Authority, NJ Economic Development Authority, NJ Department of Education, The State, and the **Client School District**, the **PMF**, the **CM** and the **Design and Consultant,** and their respective officers, directors, members, employees, representatives and agents.

CERTIFICATE HOLDER

NJSDA
1 West State Street
P.O. Box 991
Trenton, NJ 08625

Additional Insured; Insurer Letter:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDEVOR TO~~ MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES~~.

Authorized Representative ***Signature***

SAMPLE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
DATE ISSUED

PRODUCER:

Insured Insurance Broker/Agent Co.
Address
City, State, Zip Code
Fax #
Telephone #

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Your Company's Name
Address
City, State, Zip Code

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: **(A.M. Best Rated A- or better)**	
INSURER B: **(A.M. Best Rated A- or better)**	
INSURER C: **(A.M. Best Rated A- or better)**	
INSURER D: **(A.M. Best Rated A- or better)**	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POICY PERIOD INDICATED. NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☑ Commercial General Liab ☐ Claims Made ☑ Occur ☐ _____ Gen'l Aggregate Limit Applies ☐ Policy ☐ Project ☐ Loc	**Policy Number**	**MM/DD/YY**	**MM/DD/YY**	Ea. Occurrence	***$1,000,000***
					Fire Damage (any one Fire)	***$50,000***
					Med Exp (Any one person)	***$5,000***
					Personal & Adv Injury	***$1,000,000***
					General Aggregate	***$2,000,000***
					Products - Comp/Op Agg	***$1,000,000***
B	AUTOMOBILE LIABILITY ☑ Any Auto ☑ All owned Autos ☑ Scheduled Autos ☑ Hired Autos ☑ Non-Owned Autos ☐ _____ ☐ _____	**Policy Number**	**MM/DD/YY**	**MM/DD/YY**	Combined Single Limit (Ea Accident)	***$1,000,000***
					Bodily Injury (Per Person)	$
					Bodily Injury (Per Accident)	$
					Property Damage (Per Accident)	$
	GARAGE LIABILITY ☐ Any Auto ☐ _____				Auto Only-Ea Accident	
					Other than Auto Only: Ea Acc	$
					Agg	$
C	EXCESS/UMBRELLA LIABILITY ☑ Occur ☐ Claims Made ☐ Deductible ☐ Retention $	**Policy Number**	**MM/DD/YY**	**MM/DD/YY**	Each Occurrence	***$1,000,000***
					Aggregate	***$1,000,000***
					applicable if underlying limits are less than required	
D	Workers Compensation and Employer's Liability	**Policy Number**	**MM/DD/YY**	**MM/DD/YY**	☑ WC Statutory Limits ☐ Other	
					E.L. Each Accident	***$500,000***
					E.L. Disease - Ea Employee	***$500,000***
					E.L. Disease - Policy Limit	***$500,000***
	Other					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

(NJSDA Contract Number-School District-Contract Name-Description-Contract Amount). All Off Site Activities and Operations away from a NJSDA OCIP Project Site. The following are named as additonal insureds on Automobile Liability as respects On-Site and Off-Site Activities and Operations: NJ Schools Development Authority, NJ Economic Development Authority, NJ Department of Education, The State, the **Client School District**, the **PMF**, the **CM** and the **Design Consultant,** and their respective officers, directors, members, employees, representatives and agents.

CERTIFICATE HOLDER

NJSDA
1 West State Street
P.O. Box 991
Trenton, NJ 08625

Additional Insured; Insurer Letter: **CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDEVOR TO~~ MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~BUT FAILURE TO DO SO SHALL IMPOE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

Authorized Representative ***Signature***

SAMPLE

New Jersey Schools Development Authority
OCIP Enrollment Process

Contract Bid – All Contractors

Bid package will be furnished to bidders

1) All information furnished during the bid process will be considered confidential. Bidder agrees to submit a Price Proposal Net of Insurance (excluding all applicable expenses and costs allocated to the project for Workers' Compensation, Commercial General Liability, Owner's Contractors Protective Liability, Excess/Umbrella Liability and Builders' Risk insurance).

Contract Award

Once notification of contract award has been received, the Contractor will submit Contractor/Subcontractor Enrollment Form 1101 to the OCIP Administrator who will:

1) Forward the Contractor/Subcontractor Enrollment Information form to the insurance carrier for enrollment into the program.
2) Issue a certificate of insurance, which will reflect all OCIP coverage's.
3) The insurance carrier will issue a separate Workers' Compensation policy as well as the required Workers' Compensation posting notices to the Contractor.

Note: It is each Contractor/Subcontractor's responsibility to alert your own insurance carrier's audit department that all payroll and/or receipts for this project should be excluded from your Workers' Compensation and General Liability audit.

Monthly Payroll Reporting

ALL Contractors and Subcontractors are required to submit Project Site Payroll Reporting Form 1103 – Payroll records must be maintained separate from Contractor's/Subcontractor's normal operations and must be recorded monthly. One copy attached and turned in with pay application, one copy submitted to the OCIP Administrator. It is the Contractor's responsibility to ensure that this information is provided monthly by all tiers of subcontractors.

When Contractor/Subcontractor reaches Substantial Completion

1) When a Contractor/Subcontractor is nearing completion of their work Notice of Anticipated Completion Form 1104 should be completed and sent to the Contractor for sign-off. The Contractor will forward the completed and verified form to the OCIP Administrator.
2) The OCIP Administrator will notify the Insurer's audit department and request final audit of payroll, if necessary. The Contractor shall not release final payment to the subcontractor until notification from the OCIP Administrator has been received.
3) Payrolls and losses and each Enrolled Contractor/Subcontractor will be filed with the appropriate Rating Bureau. Experience modifications of each Enrolled Contractor/Subcontractor could be affected by their loss experience performed under this project.

When Contractor/Subcontractor has completed Work

Contractor should notify their insurance agent/broker to remove any exclusions for this project from their primary policies.

Claims

All Contractor/Subcontractors must follow claims rules and procedures outlined in the NJSDA OCIP Insurance Manual.

Safety

All Contractor/Subcontractors must follow safety rules and procedures outlined in the NJSDA Safety Manual.

Notice to All Contractors/Subcontractors

The Authority shall not be liable for any costs, damages or delays incurred by Contractor/Subcontractor for failure to follow the Enrollment or Claims procedures outlined in NJSDA OCIP Insurance Manual. Contractor/Subcontractor will be responsible to pay any fines the Authority is assessed due to Contractor's/Subcontractor's failure to follow State of NJ rules or regulations.
CHANGES TO ANY OCIP REQUIREMENT OR PROCEDURE MUST BE APPROVED BY THE SPONSOR AND OCIP ADMINISTRATOR. NO CONTRACTOR OR SUBCONTRACTOR HAS THE AUTHORITY TO AMEND THE OCIP REQUIREMENTS.

SDA

NJ SCHOOLS DEVELOPMENT AUTHORITY

NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY

Contractor/Subcontractor OCIP Enrollment Form

THIS FORM MUST BE COMPLETED FOR ALL ELIGIBLE CONTRACTORS AND SUBCONTRACTORS WHO WILL PERFORM WORK AT THE CONSTRUCTION JOB-SITE.

NO CERTIFICATES OF INSURANCE OR POLICIES WILL BE PROVIDED UNDER THE OCIP UNTIL THIS FORM AND REQUIRED DOCUMENTATION ARE RECEIVED. ATTACH A COPY OF OFFSITE WORKERS COMPENSATION/EMPLOYERS LIABILITY, GENERAL LIABILITY & ON/OFF SITE AUTOMOBILE CERTIFICATE(S) OF INSURANCE.

CONTRACTOR INFORMATION

Contractor: _____

Street Address: _____ FEIN: _____

Mailing Address: _____

Office Contact: _____ Phone: _____ Fax: _____ E-Mail: _____

Safety Contact: _____ Phone: _____ Fax: _____ E-Mail: _____

CONTRACT INFORMATION

Project/School Name: _____ NJSDA Contract #: _____

Awarding Contractor: _____ Prime Contractor: _____

Contract Date: _____ Est. Start Date: _____ Est. Completion Date: _____

Contract Value: _____ % Self Performed: _____ Est. Hours: _____

% Subcontracted: _____ # Subcontractors: _____ Subcontracted $ Value: _____ Est. Hours: _____

CURRENT INSURANCE INFORMATION

Contractor's Insurance Broker or Agent: _____

Contact Name: _____

E-Mail: _____ Phone #: _____ Fax #: _____

WORKERS' COMPENSATION

Current WC Ins. Co: _____

Experience Modifier: _____ Rate Date: _____ Policy Period: _____

W. C. Classification	W.C. CODE	W.C. Rate/ $100 Payroll	Estimated Payroll*
1.			
2.			
3.			
4.			
5.			
6.			
		Subtotal	

*It is extremely important to accurately estimate payrolls anticipated for this contract. Payroll should be raw wages without burden, fringes, or overtime premium, but should include sick, vacation, holiday pay and imputed income.

NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY
Contractor/Subcontractor OCIP Enrollment Form

GENERAL LIABILITY

Current GL Ins. Co: _____ Policy Period _____

Current GL rate is base: ☐ Payroll or ☐ Receipts per ☐ $100 ☐ $1,000 or ☐ Receipts or Flat Premium ☐ Other

If GL is based other than Payroll/Receipts describe: _____

G.L. Classification	G.L. Code	G.L. Rate per basis shown above	Estimated Payroll*/Receipts
1.			
2.			
3.			
4.			
5.			

*It is extremely important to accurately estimate payrolls anticipated for this contract. Payroll should be raw wages without burden, fringes, or overtime premium, but should include sick, vacation, holiday pay and imputed income.

C.	**Umbrella Excess**	**Limit of Liability:**	$
	Name of Insurer: _____	**Term:**	
D.	**Automobile**	**Limit of Liability:**	$
	Name of Insurer: _____	**Term:**	

AGREEMENT

The Contractor will remove all insurance cost from Contractor's bid to determine contract amount. At completion of the Work, the Insurance Carrier shall have the right to audit the Contractor's payroll records.

Any and all returns of premiums, dividends, discounts or other adjustments to any OCIP policy is assigned, transferred and set over absolutely to NJSDA. The assignment is valid for insurance policies whose premiums have been paid by the NJSDA on behalf of such Contractor.

The Undersigned hereby agrees that all NJSDA requirements will be met on a timely basis, including, but not limited to: enrollment documents, monthly payroll and man-hour reports (no later than the 10th business day of the following month), maintenance and evidence of offsite coverage, loss control recommendations and requirements, and prompt claims reporting.

The undersigned understands and acknowledges that the Contractor's Workers' Compensation loss experience incurred on this project will be reported annually to the Workers' Compensation Bureau and will be used to promulgate it's experience modification factor.

The undersigned hereby agrees the OCIP affords no coverage for tools or equipment of the General Contractor or, any tier of enrolled subcontractor, or any other person furnishing labor or materials on a covered Construction Project. The undersigned hereby agrees to indemnify, defend, and hold the Authority and its officers, agents, and employees harmless from any such loss, theft or disappearance.

It is each Contractor's responsibility to notify its own insurance carrier to exclude all work to be done under this contract from your current insurance program. **Attach copy of offsite Workers' Compensation/Employers Liability, General Liability & off/onsite Automobile Liability Certificate of Insurance.**

Signature: _____ Title: _____ Date: _____

NO CERTIFICATES OF INSURANCE OR POLICIES WILL BE PROVIDED UNDER THE OCIP UNTIL THIS FORM AND REQUIRED DOCUMENTATION ARE RECEIVED.

SEND THIS FORM TO:

OCIP Administrator
P.O. Box 991
Trenton, New Jersey 08625
Fax: 609-656-0307

OCIP Enrollment Form 1101
Instruction Sheet

-To be completed by all eligible contractors and subcontractors of every tier who will be working on site.

- Ineligible classes include but are not limited to: demolition, off site clerical work, sales persons, abatement (asbestos and other hazardous materials) consultants, suppliers (that do not perform or subcontract installation), vendors, materials dealers, guard services, janitorial services, truckers (including delivery to the project site), and other temporary project services

- Must include the following:
  - Enrollee's official business name, no abbreviations
  - Enrollee's street address (and mailing address if different)
  - Federal Employer Identification Number (FEIN, your tax ID number)
  - Office and contact with phone, fax and email
  - Project Information
    - School name and NJSDA Contract #
  - Awarding Contractor – who awarded you the contract
  - Prime Contractor – the General Contractor for the project
  - Contract Value – the dollar amount you were awarded
  - Estimated Start Date – When you expect to begin work
  - Estimated Completion Date – When you expect to finish work
  - Contract Date – When you were awarded the contract
  - % Self Performed – how much of the work you will be doing
  - Estimated Hours – how many hours you expect to have payroll for
  - % Subcontracted – how much of the work you will hire other companies to complete
  - # Subcontractors – how many subcontractors you expect to use
  - Subcontracted $ Value – the dollar amount of your CV you will subcontract
  - Estimated Hours – how much time you expect your subcontractors to work and have payroll for
  - Contractor's Insurance Broker/Agent – who your off-site insurance carrier is and who their contact person is, with email, phone and fax
  - Current Workers Compensation Insurance Co. – who your WC carrier is
  - Experience Modifier – what your experience modifier is – this is in your WC Policy or your agent/broker can provide this number to you
  - Rate Date – the date range the experience modifier represents (usually a 3 year period)
  - Policy Period – the dates for which your WC Policy is in effect for
  - WC Classification/Code/Rate/Estimated Payroll – in this section you should break down all Workers Compensation class codes for which you are doing work on this project. You should include the WC Code, WC Rate and the payroll you expect to pay for each class code. This should be on the rate pages of your WC Policy or you can contact your agent/broker for this information.

- General Liability Classification/Basis/Code/Rate/Estimated Payroll and Receipts- in this section you should include:
    - GL Insurance Carrier and Policy Period
    - GL Rate Base
        - Payroll or Receipts (Choose one)
        - per $100 or per $1,000 (also, choose one)
        - Flat Premium or other
    - GL Classification – similar to WC Classification – include classification, code, rate and estimated payroll or receipts (choose one according to your GL Base) your GL Basis)
- Umbrella Excess Insurer Name, Limit and Term (if applicable)
- Automobile Insurer, Limit and Term

- A Certificate of Off-Site Insurance evidencing the following MUST be included:
    - Workers Compensation
    - Employers Liability
    - General Liability
    - On/Off Site Automobile Liability

All limits and wording must be met according to the NJSDA Sample Certificate

- The form must be signed and dated by an authorized person from your company and returned to the OCIP Administration.

- No Certificates of Insurance or Policies will be provided until this form has been properly filled out and submitted with all necessary documentation. There are no exceptions. All information detailed above is mandatory and necessary for enrollment.

STATE OF NEW JERSEY
SCHOOLS DEVELOPMENT AUTHORITY

1 WEST STATE STREET
P.O. BOX 991
TRENTON, NJ 08625-0991
609-943-5955

Subcontractor Approval Form Instructions

In accordance with Article 7.2.1 of the Construction Contract General Conditions, the Contractor shall not subcontract to firms or individuals that are suspended or debarred by the State of New Jersey or by any instrumentality thereof, or to firms or individuals that are otherwise not eligible to perform work as subcontractors on the School Facilities Project pursuant to regulation, Authority procedures, or the requirements of the Contract Documents

In accordance with Article 7.3.1 of the Construction Contract General Conditions, if the Project is subject to a Project Labor Agreement (PLA), then PLA Letters of Assent (LOA) are an express condition for approval of any Subcontractor on the project.

- The Prime Contractor is required to notify the New Jersey Schools Development Authority (NJSDA) of all subcontractors, obtain NJSDA approval of the subcontractor, and ensure their enrollment in the OCIP Program **prior to the subcontractor performing any work** on site.
- No subcontractor shall perform work on the School Facilities Project until the Authority has approved it. The Risk Management & Vendor Services Unit (RM/VS) will confirm the subcontractor's New Jersey Department of Labor Public Works Contractor Registration Act Certification, New Jersey Department of Treasury Division of Revenue Business Registration and verify any applicable trade licenses, business permits and/or certificates.
- The Contractor shall list in its bid proposal all subcontractors required by the Contract to be included therein.
- **Subcontractors on NJSDA managed projects of $5M or more are under the PLA**. All tier subcontractors on PLA designated projects, performing PLA regulated work, shall submit a copy of the executed, **Letter of Assent** (LOA) and attach to the **Subcontractor Approval Form 1105** as a condition of approval. Subcontractors of any tier whose proposed work is regulated by the PLA, and who are found to be non-compliant after the start of any such work may have their approval revoked and/or may be subject to removal.
- The Contractor shall notify the Authority, in no less than twenty (20) days prior to the scheduled initiation of work, potential additional subcontractors to be approved.
- Contractor is to submit original, notarized **Subcontractor Approval Form 1105** to the PMF/CM for review/signature for transmittal to the NJSDA Project Manager for review/signature and RM/VS Unit for verification and approval.
- If required, the RM/VS Unit may submit **Subcontractor Approval Form 1105** to the Bureau of Fiscal Oversight.
- After receipt of the **Subcontractor Approval Form 1105,** the RM/VS Unit will notify Contractor, in writing, whether the subcontractor has been approved or the reasons for disapproval.
- If a proposed subcontractor is disapproved, the Contractor may submit another candidate for approval.
- The NJSDA shall not be liable for any costs, damages or delays incurred by the Contractor as a result of the reasonable disapproval of a subcontractor by the NJSDA, nor shall the Contractor be entitled to reimbursement or time extension in connection with such disapproval.
- In addition to the Subcontractors required to be named with the bid submission, **subcontractors of any tier in the DPMC Trade Classifications listed below whose contract is in an amount which is equal to or greater than $500,000 be pre-qualified by the NJSDA.**
  - **C006**-Construction Manager, **C007**-Design Build, **C008**-General Construction, **C009**-General Construction/Alterations & Additions, **C019**-Concrete/Foundation/Footings/Masonry Work, **C021**-Demolition, **C029**-Structural Steel & Ornamental Iron, **C030**-Plumbing, **C039**-HVAC, **C045**-Sprinkler Systems, **C047**-Electrical, **C066**-Roofing-Membrane EPDM, **C067**-Roofing-Membrane PVC/CPE/CSPE, **C068**-Roofing-Membrane Modified Bitumen, **C069**-Roofing-Urethane, **C070**-Roofing Built Up, **C071**-Roofing-Metal, **C072**-Roofing-Tile/Slate/Shingles, **C092**-Asbestos Removal/Treatment, **C093**-Asbestos Removal/Mechanical, **C096**-Lead Paint Abatement

STATE OF NEW JERSEY
SCHOOLS DEVELOPMENT AUTHORITY

1 WEST STATE STREET
P.O. BOX 991
TRENTON, NJ 08625-0991
609-943-5955

For NJSDA Use Only		
NJSDA Contract #:		
Contract Amount:		
District Name:		
School Name:		
County:		
Reviewed by PMF/CM: (signature)		Date:
Reviewed by NJSDA PM: (signature)		Date:

SUBCONTRACTOR APPROVAL FORM 1105

ALL SECTIONS OF THIS FORM MUST BE COMPLETED - please type or print clearly

Subcontractor Name: _____

Street Address: _____ City: _____

State: _____ Zip: _____ County: _____

E-mail Address: _____ Phone: _____

Contact Name: _____ Federal Tax ID #: _____

☐ MBE ☐ WBE ☐ SBE (check all that apply) Gross Revenue less than $28 million ☐ YES ☐ NO

Prime Contractor Name: _____ E-mail Address: _____

School: _____ NJSDA Contract #: _____

Subcontracted Trade: _____ Subcontracted Amt: _____ Tier #: _____

Anticipated Start Date: _____ Anticipated End Date: _____

Trade Licenses Held:

Licensee Name		License #	Exp. Date
	Plumbing		
	Electrical		
	Asbestos		
	Fire Suppression		
	Other (Trade & #)		

At any time during the past ten (10) years, has the subcontractor:

1. Been indicted or otherwise charged as a defendant, or named as an unindicted co-conspirator, alleged to have committed any crime or offense other than a motor vehicle offense? ☐ Yes* ☐ No
2. Been convicted, after trial or by plea, of any crime or offense other than a motor vehicle offense? ☐ Yes* ☐ No
3. Been suspended, debarred, disqualified, denied a classification rating or pre-qualification or otherwise been declared not responsible to bid on or to perform work on any public contract or subcontract? ☐ Yes* ☐ No
4. Been denied any license, permit or other similar authorization required to engage in the business concern's trade(s) or professional discipline(s), or has any such license, permit or similar authorization been suspended or revoked by any agency of federal, state or local government? ☐ Yes* ☐ No

*** If yes to any of the above, please provide details on a separate attachment.**

For NJSDA Use Only	
NJSDA Contract #:	

SUBCONTRACTORS ON SDA MANAGED PROJECTS OF $5M OR MORE ARE UNDER THE PROJECT LABOR AGREEMENT (PLA): All tier subcontractors on PLA designated projects, performing PLA regulated work, shall submit a copy of the executed, Letter of Assent (LOA) and attach to the Subcontractor Approval Form 1105 as a condition of approval. Subcontractors of any tier whose proposed work is regulated by the PLA, and who are found to be non-compliant after the start of any such work may have their approval revoked and/or may be subject to removal.

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

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge.

NOTARY: Sworn to and subscribed before me

this _____ day of _____ Signature: _____

Signature: _____ Name (Print): _____

My commission expires on: _____ Title (Print): _____

(Notary Public: Not an officer of the firm)

In addition to the Subcontractors required to be named with the bid submission, **subcontractors of any tier in the DPMC Trade Classifications listed below whose contract is in an amount which is equal to or greater than $500,000 be pre-qualified by the NJSDA.**

C006-Construction Manager, **C007**-Design Build, **C008**-General Construction, **C009**-General Construction/Alterations & Additions, **C019**-Concrete/Foundation/Footings/Masonry work, **C021**-Demolition, **C029**-Structural Steel & Ornamental Iron, **C030**-Plumbing, **C039**-HVAC, **C045**-Sprinkler Systems, **C047**-Electrical, **C066**-Roofing-Membrane EPDM, **C067**-Roofing-Membrane PVC/CPE/CSPE, **C068**-Roofing-Membrane Modified Bitumen, **C069**-Roofing-Urethane, **C070**-Roofing Built Up, **C071**-Roofing-Metal, **C072**-Roofing-Tile/Slate/Shingles, **C092**-Asbestos Removal/Treatment, **C093**-Asbestos Removal/Mechanical, **C096**-Lead Paint Abatement

For NJSDA Use Only

NJSDA Pre-qualification Exp. Date: _____ Trade(s): _____

DPMC Classification Exp. Date: _____ Trade(s): _____

NJ Dept. of Labor - Public Works "Contractor Registration Act Certification" Exp. Date: _____

NJ Dept. of Treasury - Division of Revenue "Business Registration" Issue Date: _____

NJ State Debarment List: ☐ Yes ☐ No

Date Submitted to State Police: _____ Date Approved by State Police: _____ Date Denied by State Police: _____

Date Approved by NJSDA: _____ RM/VS Approval: _____

Risk Management & Vendor Services approval signifies that verification revealed no reason to deny approval to the Subcontractor reviewed and submitted by PMF / NJSDA Project Manager.

Print Form

INTEGRITY AFFIDAVIT

Contract #:

STATE OF NEW JERSEY}
}ss.
COUNTY OF _____}

I, _____, of the City of _____, in the County of _____ and the State of _____ of full age, being duly sworn according to law on my oath, depose and say that I am _____ of the firm of _____, (the "Contractor"); that my firm has been awarded the Contract with the New Jersey Schools Development Authority (the "Authority" or "NJSDA"); that I execute this Contract of which this Affidavit is a part, with full authority to do so; that terms not otherwise defined herein shall have the meaning as set forth in such Contract; AND

NO GRATUITIES

I SWEAR AND AFFIRM that the Contractor has not offered or tendered the payment of any fee, commission or compensation of any kind or the granting of any gift or gratuity of any kind, either directly or indirectly, whether or not in connection with the purchase, sale, or contract, to any person in the employ of the NJSDA or the State of New Jersey having any duties or responsibilities in connection with the purchase or acquisition of any property or services by the NJSDA or State of New Jersey, by or on behalf of any seller, supplier or provider of services, who has made, negotiated, solicited or offered to make any contract to sell or furnish real or personal property or services to the NJSDA or the State of New Jersey. I further understand that it is a violation of law to offer, pay, or give to any employee of the NJSDA or the State of New Jersey any fees, commission, compensation, gift or gratuity for or because of any official act or a violation of any official duty. Any person who does so may be subject to punishment; AND

NO COLLUSION

I SWEAR AND AFFIRM that the Contractor has not directly or indirectly, entered into any contract or agreement, participated in any collusion, bid rigging or otherwise taken any action in restraint of free, competitive bidding in connection with the contract; that the prices in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition; that the prices have not been knowingly disclosed directly or indirectly by the Contractor to any other bidder, unless otherwise required by law; that no attempt has been made by the Contractor to induce any other person or business entity to submit or not submit a bid for the purpose of restricting competition; AND

NO DISCRIMINATION

I SWEAR AND AFFIRM that the Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, gender or sexual or affectional orientation and has complied and will continue to comply with all State and Federal laws and Executive Orders respecting non-discrimination; AND

PREVAILING WAGE

I SWEAR AND AFFIRM that the Contractor shall comply with the New Jersey Contractor Registration Act, Public Laws 1999, Chapter 238 and the New Jersey Prevailing Wage Act, Laws of 1963, Chapter 150, and all amendments thereto, with respect to the Contract and any other contracts related to school construction entered into on behalf of the NJSDA or the State of New Jersey, except those contracts not within the contemplation of these acts; AND

I SWEAR AND AFFIRM that all statements contained in the Contractor's Project Rating Proposal and Price Proposal and this Affidavit are true and correct; and all such statements have been made with full knowledge that the NJSDA relies upon the truth of the statements contained in the Proposals and in this Affidavit in executing the Contract.

Sworn and subscribed to before me

this _____ day of _____, 200__.

_____
Signature of Principal

_____
Print or Type Name

_____
Title

Notary Public of

My commission expires: _____, 200__.

DISCLOSURE TO OFFICE OF FISCAL INTEGRITY/GENERAL CONSENT AND WAIVER

Contract #:

STATE OF NEW JERSEY}
}ss.
COUNTY OF _____}

I, _____, of the Municipality of _____, in the County of _____ and the State of _____ of full age, being duly sworn according to law on my oath, depose and say that:

A. I am _____ of the firm of _____,__ (the "Contractor"), which has been awarded the referenced contract (the "Contract") and that I execute said Contract with full authority to do so; that said Contractor agrees to and hereby consents to permit the New Jersey State Police or such other office as may be designated to perform the functions of the Office of Fiscal Integrity in School Construction in the Office of the State Attorney General, established pursuant to Public Law 2000, Chapter.72, Section 70, as amended, or its authorized representatives (the "Office of Fiscal Integrity"), access as described below, to:

1. All documents related to the Contract, including but not limited to, classification information, work product, and confidential memos and certifications required to be kept by any governmental agency, including but not limited to the Department of Community Affairs, the Department of Labor, the Department of Education, the Department of Environmental Protection, the Department of Treasury, the Division of Consumer Affairs, Licensing Boards, the New Jersey Economic Development Authority and the New Jersey Schools Development Authority.

2. All documents related to the Contract, which are required to be kept by the Contractor, including but not limited to contracts, specifications, drawings, deliverables, change orders, alternate submissions, approvals/rejections, unit prices, product data, time of performance schedules, construction photographs, quality control management and reports, value engineering information, up-to-date project accounting system, intermediate and final audits, as-builts, and close-out documentation.

3. All documents related to the approval process for each School Facilities Project covered by the Contract, including but not limited to Project siting, land acquisition, real estate documents (deeds, leases, title report including searches for easements, mortgages, judgments, liens, unpaid taxes, water & sewer, property description by metes & bounds), surveys, permits and inspections.

4. All documents related to the payment of professionals in connection with the Contract, including but not limited to surveyors, title abstractor/company, lawyers, appraisers, soils engineers, bond counsel, underwriters, financial and investment advisors, trustees, official printers, bond insurers.

5. All documents related to the payment of subcontractors in connection with the Contract.

B. The Contractor agrees to allow the Office of Fiscal Integrity upon request, at all reasonable times, to inspect and photocopy any and all of the documents described above that are in its possession or custody, or are subject to its control. The Contractor agrees to make the requested documents available for inspection and photocopying within the State of New Jersey, regardless of where those documents are located prior to inspection.

C. The Contractor furthers certifies that there have been no changes in circumstance, conditions or status of the Contractor's classification with the New Jersey Department of the Treasury, Division of Property Management and Construction ("DPMC") or the Contractor's pre-qualification with the New Jersey Schools Development Authority (the "NJSDA") since the latest classification and registration applications were filed by the Contractor with DPMC and the NJSDA.

D. The Contractor certifies that any change in the information provided by the Contractor in the classification and pre-qualification applications currently on file with the NJSDA and DPMC will be immediately reported to the NJSDA and DPMC.

E. The Contractor certifies that it shall immediately notify the NJSDA and the Office of Fiscal Integrity if any director, partner, officer, employee of the Contractor or any shareholder owning 5% or more of the Contractor's stock:

1. Is the subject of investigation involving any violation of criminal law or other federal, state, or local law or regulation by any governmental agency; or

2. Is arrested, indicted or named as an unindited co-conspirator in any indictment or other accusatory instrument; or

3. Is convicted of any crime under state or federal law, or of any disorderly persons offense or misdemeanor involving a business related offense.

F. The Contractor hereby waives any objection it might otherwise raise permitting the Office of Fiscal Integrity to investigate, examine and inspect all activities related to the Contract pursuant to Public Law 2000, Chapter 72, Section 70, as amended. The Contractor further releases and holds harmless the Inspector General and his authorized representatives, the Office of Fiscal Integriity, the NJSDA and the State of New Jersey.

G. The Contractor hereby swears and affirms that all statements contained in the Contractor's Project Rating Proposal and Price Proposal and in this waiver and consent are true and correct, and made with full knowledge that the NJSDA relies upon the truth of the statements contained in the Proposals and in this waiver and consent in executing the Contract.

Sworn and subscribed to before me
This _____ day of _____, 20__.

_____
Signature of Principal

_____
Print or Type Name

_____
Title

Notary Public of _____
My commission expires: _____, 20__.

SDA
NJ Schools Development Authority
Building 21st Century Schools for 21st Century Leaders

NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY

CONTRACTOR AND WORK FORCE COMPLIANCE

ATTN: WFC UNIT

Form AA201
(rev. 8/2007)

1 WEST STATE STREET, PO BOX 991
TRENTON, NJ 08625-0991

INITIAL PROJECT WORK FORCE REPORT (AA201) – CONSTRUCTION

(Completed form must be returned with Form AA201a within seven (7) business days of Notice to Proceed. Instructions for completion are on the reverse side of this form.)

Fed ID or SSN #:	**NJSDA Project #:**	**NJSDA Contract #:**
Prime Contractor Name:	**Award Date:**	**Award Amt:**
Address:	**Project Name:**	
City:		
State: / **Zip Code:**	**Project Labor Agreement (PLA):** Yes ☐ No ☐	
Phone No:	**Project Management Firm (PMF):**	

Trade/Craft	PROJECTED TOTAL # OF EMPLOYEES			PROJECTED EMPLOYEES Minority			Female			Projected Phase In Date	Projected Completion Date
	F	J	AP	F	J	AP	F	J	AP		
Asbestos Worker											
Bricklayer/Mason											
Carpenter											
Electrician											
Glazier											
HVAC Mechanic											
Ironworker											
Operating Engineer											
Painter											
Plumber											
Roofer											
Sheet Metal Worker											
Sprinkler Fitter											
Steamfitter											
Surveyor											
Tiler											
Truck Driver											
Laborer											
Other (Specify):											
Other (Specify):											

SIGNATURE _____ TITLE _____

PRINT NAME _____ DATE SUBMITTED _____

PHONE NO. WITH AREA CODE AND EXTENSION _____ E-MAIL ADDRESS _____

NOTE:
These numbers should represent the total of the Prime Contractor's workforce, plus workforces of all sub-contractors.

NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY
CONTRACTOR AND WORK FORCE COMPLIANCE
ATTN: WFC UNIT
1 WEST STATE STREET, PO BOX 991
TRENTON, NJ 08625-0991

Form AA201
(rev. 8/2007)

Instructions for completing the Initial Project Work Force Report (AA201) – Construction Only

(THIS FORM MUST BE COMPLETED AND RETURNED WITH FORM AA201a - WITHIN SEVEN (7) BUSINESS DAYS OF THE NOTICE TO PROCEED. MAKE A COPY FOR YOUR OWN RECORDS AND SEND THE ORIGINAL TO SDA.)

FED ID OR SSN #
The Federal Identification Number assigned by the US Internal Revenue Service. If an FID Number is not yet received or not required for your business, enter the Social Security Number for the owner, or for one partner if the business is a partnership

NJSDA PROJECT #
The Project Number assigned by the NJ Schools Development Authority

NJSDA CONTRACT #
The Contract Number assigned by the NJ Schools Development Authority

AWARD DATE
The date the contract was awarded to the Prime Contractor

AWARD AMT
The amount for which the contract was awarded

PROJECT LABOR AGREEMENT
Is there a PLA in place?

PROJECT MANAGEMENT FIRM
Full name of PMF

PROJECTED TOTAL # OF EMPLOYEES
For each trade/craft listed, enter the number of employees and their level of expertise. **These numbers should represent the **total** of the Prime Contractor's workforce, plus workforces of all sub-contractors.

Projected Employees

For each trade/craft listed, enter the total minority and female employees, and their level of expertise.
**Minority employees include Black, Hispanic, American Indian, Asian.
** F = Foreman, J = Journeyman, AP = Apprentice
These numbers should represent the total of the Prime Contractor's workforce, **plus workforces of all sub-contractors regardless of the tier**.

FORM SHOULD BE SIGNED BY PRIME CONTRACTOR REPRESENTATIVE WHO WILL BE RESPONSIBLE FOR SUPPLYING NJSDA WITH INFORMATION REGARDING MINORITY AND FEMALE EMPLOYEES.

(THIS FORM MUST BE COMPLETED AND RETURNED WITH THE NJSDA CONTRACT WITHIN SEVEN (7) BUSINESS DAYS OF THE NOTICE TO PROCEED.)

SDA
NJ Schools Development Authority
Building 21st Century Schools for 21st Century Leaders

NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY
CONTRACTOR & WORKFORCE COMPLIANCE
ATTN: WFC UNIT

Form AA201a
(rev. 8/2007)

1 WEST STATE STREET, PO BOX 991
TRENTON, NJ 08625-0991

SUB-CONTRACTOR PROJECTION FORM AA201a

Completed form must be returned with Form AA201 to the above address within seven (7) business days of Notice to Proceed.
Ongoing amendments or corrections should be sent as necessary to the above address.
Make a copy for your records and mail the original to SDA.

PRIME CONTRACTOR INFORMATION

Company Name	
Contact Person	
Contact Phone No.	
Contract Number	
Project Number	

LIST THE FOLLOWING INFORMATION FOR EACH KNOWN SUB-CONTRACTOR ON THIS CONTRACT
SBE INFORMATION REQUIRED
MBE/WBE/ INFORMATION OPTIONAL

Company Name:			**SBE** ☐ **MBE** ☐ **WBE** ☐
Address:			
City:	**State:**	**Zip Code:**	**Fed ID or SSN #:**

Company Name:			**SBE** ☐ **MBE** ☐ **WBE** ☐
Address:			
City:	**State:**	**Zip Code:**	**Fed ID or SSN #:**

Company Name:			**SBE** ☐ **MBE** ☐ **WBE** ☐
Address:			
City:	**State:**	**Zip Code:**	**Fed ID or SSN #:**

Company Name:			**SBE** ☐ **MBE** ☐ **WBE** ☐
Address:			
City:	**State:**	**Zip Code:**	**Fed ID or SSN #:**

Company Name:			**SBE** ☐ **MBE** ☐ **WBE** ☐
Address:			
City:	**State:**	**Zip Code:**	**Fed ID or SSN #:**

THIS FORM MAY BE COPIED AS NECESSARY TO USE AS ADDITIONAL SHEETS

INFORMATION AND INSTRUCTIONS
For Completing The "Two- Year Vendor Certification and Disclosure of Political Contributions" Forms

Background Information

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

On September 24, 2008, Governor Jon S. Corzine issued Executive Order No. 117 ("E.O. 117"), which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

Upon approval by the State, the Certification and Disclosure of Political Contributions form (CH51.1R1/21/2009) is valid for a two (2) year period. Thus, if a vendor receives approval on Jan 1, 2009, the certification expiration date would be Dec 31, 2011. Any change in the vendor's ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/EO117 forms to the State Review Unit. **Please note that it is the vendor's responsibility to file new forms with the State should these changes occur.**

Prior to the awarding of a contract, the agency should first send an e-mail to CD134@treas.state.nj.us to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Forms

NOTE: *Please refer to the next section, "Useful Definitions for Purposes of Ch. 51 and E.O. 117," for guidance when completing the forms.*

Part 1: VENDOR INFORMATION

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

Business Type -- Select the vendor's business organization from the list provided.

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

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

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

INFORMATION AND INSTRUCTIONS
For Completing The "Two- Year Vendor Certification and Disclosure of Political Contributions" Forms

Part 2: PUBLIC LAW 2005, Chapter 51 / EXECUTIVE ORDER 117 (2008) DUAL CERTIFICATION

Read the following statements and verify that from the period beginning on or after October 15, 2004, no contributions as set forth at subsections 1(a)-(c) have been made by either the vendor or any individual whose contributions are attributable to the vendor pursuant to Executive Order 117 (2008).

NOTE: Contributions made prior to November 15, 2008 are applicable to Chapter 51 only.

Part 3: DISCLOSURE OF CONTRIBUTIONS MADE

Check the box at top of page 2 if no reportable contributions have been made by the vendor. If the vendor has no contributions to report, this box must be checked.

Name of Recipient Entity – Enter the full name of the recipient entity.

Address of Recipient Entity – Enter the recipient entity's street address.

Date of Contribution – Indicate the date of the contribution.

Amount of Contribution – Enter the amount of the reportable contribution.

Type of Contribution – Select the type of contribution from the list provided.

Contributor Name – Enter the full name of the contributor.

Relationship of Contributor to the Vendor -- Indicate relationship of the contributor to the vendor, e.g. officer or partner of the company, spouse of officer or partner, resident child of officer or partner, parent company of the vendor, subsidiary of the vendor, etc.

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

Part 4: CERTIFICATION

Check box A if the person completing the certification and disclosure is doing so on behalf of the vendor and all individuals and/or entities whose contributions are attributable to the vendor.

Check box B if the person completing the certification and disclosure is doing so on behalf of the vendor only.

Check box C if the person completing the certification and disclosure is doing so on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Enter the full name of the person authorized to complete the certification and disclosure, the person's title or position, date and telephone number.

INFORMATION AND INSTRUCTIONS
For Completing The "Two- Year Vendor Certification and Disclosure of Political Contributions" Forms

USEFUL DEFINITIONS FOR THE PURPOSES OF Ch. 51 and E.O. 117

- **"Vendor"** means the contracting entity.

- **"Business Entity"** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of "business entity," that individual's spouse or civil union partner and any child residing with that person.[1]

- **"Officer"** means a president, vice-president with senior management responsibility, secretary, treasurer, chief executive officer, or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.

- **"Partner"** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

- "**Reportable Contributions"** are those contributions, including in-kind contributions, in excess of $300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.

- **"In-kind Contribution"** means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.

- **"Continuing Political Committee"** includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least $4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).

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[1] Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

INFORMATION AND INSTRUCTIONS
For Completing The "Two- Year Vendor Certification and Disclosure of Political Contributions" Forms

- **"Candidate Committee"** means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- **"State Political Party Committee"** means a committee organized pursuant to N.J.S.A. 19:5-4.
- **"County Political Party Committee"** means a committee organized pursuant to N.J.S.A. 19:5-3.
- **"Municipal Political Party Committee"** means a committee organized pursuant to N.J.S.A. 19:5-2.
- **"Legislative Leadership Committee"** means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- **"Political Party Committee"** means:

    1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
    2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
    3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2.

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. Original forms should remain with the Agency and copies should be sent to the Chapter 51 Review Unit.

Questions & Answers

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or Executive Order 117 (2008) may be submitted electronically through the Division of Purchase and Property website at http://www.state.nj.us/treasury/purchase/execorder134.htm. Responses to previous questions are posted on the website, as well as additional reference materials and forms.

NOTE: *The Chapter 51 Q&A on the website **DOES NOT** address the expanded pay-to-play requirements imposed by Executive Order 117. The Chapter 51 Q&A are only applicable to contributions made prior to November 15, 2008. There is a separate, combined Chapter 51/E.O. 117 Q&A section dealing specifically with issues pertaining to contributions made after November 15, 2008, available at http://www.state.nj.us/treasury/purchase/execorder134.htm#state.*

State of New Jersey
Division of Purchase and Property
Two-Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions

For AGENCY USE ONLY

General Information

Solicitation, RFP or Contract No. _____ Award Amount _____

Description of Services _____

Agency Contact Information

Agency _____ Contact Person _____

Phone Number _____ Agency Email _____

Part 1: Vendor Information

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

Business Type ☐ Corporation ☐ Limited Partnership ☐ Professional Corporation ☐ General Partnership ☐ Limited Liability Company ☐ Sole Proprietorship ☐ Limited Liability Partnership

Address 1 _____ Address 2 _____

City _____ State _____ Zip _____ Phone _____

Vendor Email _____ **Vendor FEIN** _____

Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification

I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).

a) **Within the preceding 18 months,** the below-named person or organization has not made a contribution to:

(i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or ***Lieutenant Governor***;
(ii) Any State, county, ***municipal*** political party committee; OR
(iii) Any ***legislative leadership committee***.

b) **During the term of office of the current Governor(s),** the below-named person or organization has not made a contribution to

(i) Any candidate, committee and/or election fund of the Governor or ***Lieutenant Governor***; OR
(ii) Any State, county or ***municipal*** political party committee nominating such Governor in the election preceding the commencement of said Governor's term.

c) **Within the 18 months immediately prior to the first day of the term of office of the Governor(s),** the below-named person or organization has not made a contribution to

(i) Any candidate, committee and/or election fund of the Governor or ***Lieutenant Governor***; OR
Any State, county, ***municipal*** political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

PLEASE NOTE: Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

Part 3: Disclosure of Contributions Made

☐ **Check this box if no reportable contributions have been made by the above-named business entity or individual.**

Name of Recipient _____ Address of Recipient _____

Date of Contribution _____ Amount of Contribution _____

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

Contributor Name _____

Relationship of Contributor to the Vendor _____

Contributor Address _____

City _____ State _____ Zip _____

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

Part 4: Certification

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made. If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE BOX A, B or C)

(A) ☐ I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).

(B) ☐ I am certifying on behalf of the above-named business entity only.

(C) ☐ I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name _____ Print Name _____

Phone Number _____ Date _____

Title/Position _____

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us, or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.

OWNERSHIP DISCLOSURE FORM

	NUMBER : OPEN DATE : T-NUMBER : BIDDER :	PAGE

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.** Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

COMPLETE ALL QUESTIONS BELOW

		YES	NO
1.	Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? *(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)*	_____	_____
2.	Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other state or the U.S. Government? *(If yes, attach a detailed explanation for each instance.)*	_____	_____
3.	Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material or supplies? *(If yes, attach a detailed explanation for each instance.)*	_____	_____
4.	Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? *(If yes, attach a detailed explanation for each instance.)*	_____	_____
5.	Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? *(If yes to any part of this question, attach a detailed explanation for each instance.)*	_____	_____

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

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

COMPANY NAME: _____ _____ (Signature)

ADDRESS: _____ PRINT OR TYPE { _____ (Name)

_____ { _____ (Title)

FEIN/SSN#: _____ Date: _____

CODE OF ETHICS FOR VENDORS

1. No vendor* shall employ any NJSDA officer or employee in the business of the vendor or professional activity in which the vendor is involved with the NJSDA officer or employee.

2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.

3. No vendor shall cause or influence, or attempt to cause or influence any NJSDA employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJSDA officer or employee.

4. No vendor shall cause or influence, or attempt to cause or influence, any NJSDA officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.

5. No vendor shall offer any NJSDA officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonable inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the recipient in the discharge of his or her official duties. In addition, employees or officers of the NJSDA will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

NOTE: This section would permit an NJSDA employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example -- coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the NJSDA's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace, existing administrative orders and any other NJSDA Code of Ethics.

* Vendor is defined as any Contractor, subcontractor, consultant, person, firm, NJSDA or organization engaging in or seeking to do business with NJSDA.

STATE OF NEW JERSEY
SCHOOLS DEVELOPMENT AUTHORITY

NJSDA SAFETY MANUAL

June 2009

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1.0 Introduction

This NJSDA Safety Manual applies to the Work performed on any School Facilities Project as defined by the Contract Documents. All Contractors shall comply, and require all subcontractors to comply, with this NJSDA Safety Manual. Non-compliance shall be construed as a breach of Contract, which could subject the Contractor to damages, default, termination of Contract, withholding of progress payments, or any other Contract remedy. If the Authority fails to take action for any non-compliance by a Contractor, it will not be considered a waiver of the Authority's right to act for any subsequent breach of Contract. Nothing shall be construed to limit the rights of the Authority to act at law or in equity.

This NJSDA Safety Manual is intended to establish uniform policies and procedures for all Contractors and their subcontractors, with the goal of reducing accident frequency and severity. These policies and procedures include, but are not limited to, the following:

- It is the responsibility of the Contractor to maintain total control of safety and security to ensure that its employees, its subcontractors, school occupants, and the general public will be provided an environment free of recognized hazards during construction and renovation activities.

- The safety requirements of this NJSDA Safety Manual are a supplementary document to all government rules, codes, and regulations. It is understood that the ultimate responsibility for providing a safe place to work rests with the Contractor.

- The Contractor shall conform to the requirements addressed in the Occupational Safety and Health Act of 1970 ("OSHA") and all additions and revisions thereto, and this NJSDA Safety Manual. **This School Facilities NJSDA Safety Manual shall be the governing document related to safety issues to which Contractors and all subcontractors shall conform, unless more detailed or stringent requirements are included in the Site-Specific Health and Safety Plan.**

- Prior to the start of the Work, the Contractor shall provide a Site-Specific Health and Safety Plan to the NJSDA Safety Coordinator and CM/PMF in a timely manner so that the plan can be reviewed and approved by the NJSDA no less than fourteen (14) calendar days prior to any work beginning on the job site. The Contractor shall obtain a copy of each subcontractor's job safety analysis and provide copies to the CM/PMF. The Contractor shall require that all subcontractors, including sub tiers, comply with the Contractor Site-Specific Health and Safety Plan, and this NJSDA Safety Manual.

- The Contractor shall assume all costs related to, but not limited to, personal protective equipment, all training requirements, and all requirements of this NJSDA Safety Manual.

- Failure to include the cost of complying with these safety measures in a bid will not relieve the Contractor from the obligation to implement the requirements in this NJSDA Safety Manual.

- Whenever the Contractor or any subcontractor has knowledge of, or is notified of, an unsafe act or unsafe condition, it shall immediately take steps to correct the unsafe act or unsafe condition. (See attached Form "A".)

- If the Contractor or any subcontractor refuses to correct an unsafe act or unsafe condition, the NJSDA Safety Director, and/or the CM/PMF project management representative have the authority to stop that portion of Work until the Work can continue in accordance with the requirements of this NJSDA Safety Manual. The cost to bring the Work activity into compliance shall be the responsibility of the Contractor and at no time shall the costs be borne by the Authority. In addition, a tradesperson may be required to be retrained before returning to work

- Violations of OSHA, US EPA, and various New Jersey agencies can result in the issuance of fines by these organizations. The Contractor shall be responsible for any such fines.

- It is agreed and understood by the Contractor that this NJSDA Safety Manual is an integral part of the Contract Documents and the Contractor shall incorporate its terms in all of its subcontracts and require its inclusion in subcontracts of all tiers.

- After reading this NJSDA Safety Manual, the Contractor is required to send to the NJSDA Safety Coordinator a copy of its Project Safety Program, a template of which is attached (see Form "B"), with the bid proposal.

1.1

Definitions

- **Client School District**
  Means the school district or districts in which the School Facilities Projects are located.

- **Contractor/General Contractor ("GC")**
  Means a person or firm engaged by the Corporation to undertake Construction Work.

- **Construction Management (CM)**
  Means an agent of the owner retained to supervise construction activities.

- **Construction Work or Work**
  Means the services performed by a Contractor or any Subcontractor on the School Facilities Projects, whether completed or partially completed and includes all other labor, materials, equipment and services provided or to be provided to fulfill such obligations.

- **Consultant**
  Means a firm contracted to perform professional services.

- **New Jersey Schools Development Authority ("NJSDA")**
  Means the entity formed pursuant to N.J.S.A. 34:1B-159 as a subsidiary of the New Jersey Economic Development Authority for the purpose of implementing provisions of the Educational Facilities Financing and Construction Act, P.L. 2000, c. 72. The Corporation is the Party that has engaged the pursuant to this Agreement.

- **"Near miss" incident**
  Means an undesired event that, under slightly different circumstances, could result in personal harm or property damage, but in this case didn't. These "near miss" incidents shall be reported to the NJSDA Safety Unit within 24 hours.

- **NJSDA Safety Coordinator**
  An Authority staff person from Project Management assigned to oversee the safety and health issues on behalf of the Authority.

- **NJSDA Safety Director**
  A Senior Authority staff person from the Project Management Safety Unit, appropriately credentialed and assigned to oversee the safety and health issues on behalf of the Authority.

- **OSHA**
  Occupational Safety and Health Administration that administers the Occupational Safety and Health Act of 1970.

- **Project Management Firm (CM/PMF)**
  Means the firm engaged by the Authority to provide overall construction management services, oversight, direction, coordination, and reporting in connection with School Facilities Projects undertaken by the Authority.

- **Project Manager**
  Means an Authority staff person from the Division of Office of Project Management assigned to oversee the Project on behalf of the Authority.

- **Risk Management Unit (RMU)**
  Means the Authority's unit dedicated to managing the NJSDA OWNER CONTROLLED INSURANCE PROGRAM, including the related Safety Services.

- **School Facilities Projects**
  Means the acquisition, demolition, construction, improvement, repair, alteration, modernization, renovation, reconstruction or maintenance of all or any part of a School Facility or of any personal property necessary for or ancillary to any School Facility.

- **Subcontractor**
  Means the Contractor to whom a Contractor or other Subcontractor subcontracts part of the Construction Work for which such Contractor or other Subcontractor is responsible.

- **Subconsultant**
  Means the Professional Services Consultant to whom another Professional Services Consultant subcontracts part of the services for which the latter is responsible.

2.0 Safety Policy Statement

2.1 Objectives

- To minimize accidents, injuries, and occupational illnesses, to Contractor and all subcontractor personnel, school occupants, and members of the public.

- To minimize any damage to the property of the Authority, Client School Districts, the environment, or adjoining property owners and others during the construction process.

2.2 Policy Statement

The safety of persons and property is of paramount importance to the Authority. This NJSDA Safety Manual is provided to assist in establishing effective safety programs as an integral part of the overall success of the School Facilities Projects.

The Contractor shall comply, and require all subcontractors to comply, with this NJSDA Safety Manual, as well as OSHA requirements and all additions and revisions thereto, as well as other applicable federal, State, and local requirements.

The Contractor's on-site supervisory and safety personnel are responsible for maintaining safe and healthy working conditions and for strictly adhering to and enforcing all safety and health policies and regulations. All Contractor and subcontractor employees shall comply with these rules and regulations.

The Contractor hereby acknowledges that the Work on School Facilities Projects property is granted by permission of the Authority and/or the Client School District. The Contractor acknowledges that the Work may be occurring in a learning environment and hereby agrees its on-site operations, and the on-site operations of its subcontractors, will not impact nor impede the learning environment. Further, the Contractor agrees, without condition or reservation, that **there shall be no fraternization between the Contractor's employees, or any subcontractor's employees, and any students**. Failure to comply with this provision by a Contractor's or subcontractor's employee(s) shall result in a request by the Authority that the employee(s) immediately be removed from the Project Site. There shall be ZERO TOLERANCE and the Contractor shall have no recourse in the event the Authority or its authorized representative enact this provision.

3.0 Responsibilities

The Authority will hold the Contractor responsible for the implementation of the safety, health, and environmental requirements of this NJSDA Safety Manual for the Work, whether done by its own employees or by subcontractors.

The Contractor and each subcontractor shall implement effective safety and risk control programs. The prevention of injuries, accidents and protection of property shall receive NJSDA management's top priority, support, and participation.

3.1 General Overview

- The Contractor and all subcontractors shall:
  - Use safety planning Job Safety Analysis (JSA) as a tool to reduce injury to persons and property.
  - Conduct daily inspections to locate and abate unsafe conditions and practices before they result in bodily injury or property loss.
  - Provide site-specific plans/Job Safety Analysis (JSA) to the Contractor, which are to be maintained by the Contractor at the Project Site.
  - Establish a site perimeter with a minimum eight (8) foot high chain link fence with appropriately placed, securable ingress and egress. Consideration for debris netting shall be made.
  - Establish Green Zones (safe) and Red Zones (unsafe) for all non-construction traffic.
  - Protect the school occupants, public, and property adjacent to the Project Site, as well as the environment.
  - Keep all sidewalks; entrances to buildings, lobbies, corridors, aisles, doors, or exits that remain in use by school occupants or the public clear of obstructions. The Fire Marshal or AHJ (Authority Holding Jurisdiction) shall approve all exits, temporary or permanent.
  - Use accident investigation information to abate deficiencies and eliminate any additional losses. (See attached Forms "C1, C2 and C3".)
  - Provide first-aid kits in accordance with OSHA standards (29 CFR 1926.50).
  - Implement a site-wide 100% six (6) foot fall protection policy. This shall include all types of scaffolding and steel erection, except 'Baker' type which is four (4) foot.
- The Contractor shall be responsible, and shall require each subcontractor to be responsible, for the safety and health of their own employees, regardless of who created the hazard.

3.2 General Contractor Safety Coordinator

The General Contractor shall designate an employee as Safety Coordinator who has, at a minimum, completed a 30-Hour OSHA Construction Industry Outreach Training Program to assume the roles and responsibilities as outlined in the Safety Manual. The NJSDA reserves the right to require the General Contractor to provide a full-time Safety Coordinator at any time at the General Contractor's expense, if safety issues persist.

A General Contractor Safety Coordinator is an individual with duties related to the safety of the Contractor's employees as well as the safety of all subcontractors working under the Contractor. This individual shall have the authority to initiate corrective actions for needed safety improvements. Below are the requirements for the General Contractor Safety Coordinator:

- The General Contractor Safety Coordinator is required to have completed the 30-Hour OSHA Construction Industry Outreach Training Program. He/she is also required to have completed scaffold training and have knowledge of, and experience in, the construction industry. When the NJSDA requires that the General Contractor's Safety Coordinator is full-time, the General Contractor Safety Coordinator is prohibited from performing other duties on that project site.

The Contractor shall provide a resume of the qualifications of the assigned General Contractor Safety Coordinator to the NJSDA Safety Director no later than fourteen (14) calendar days prior to work being initiated at the job site. The NJSDA Safety Director has the authority to approve or disapprove of the Contractor's assigned General Contractor Safety Coordinator. The General Contractor Safety Coordinator must be in place prior to the Contractor beginning work on the Project Site and must remain on-site until the work is completed.

Changes to existing General Contractor Safety Coordinators, shall also be submitted to the NJSDA Safety Director and be approved prior to the person assuming the position.

3.3 General Contractor Safety Coordinator Responsibilities

The General Contractor Safety Coordinator shall be responsible for:

- Promoting total job safety with all employees and visitors.

- Administration, implementation, and execution of this NJSDA Safety Manual and OSHA Construction Regulations on the Project Site in cooperation with representatives from the CM/PMF, insurance carrier loss control representative, NJSDA Safety Coordinator and the Risk Management Unit (RMU).

- Monitoring subcontractors' adherence to safety requirements.

- Performing accident investigations. (See attached Forms "C", "C-1", "C-2", and "C-3".)

- Ensuring that all Contractor and subcontractor employees attend Safety Orientation and Trade Training (see Section 4.1 Safety Orientation Training and Section 4.7 Required Training by Trades).

- Ensuring the proper use and care of personal protective equipment by all employees.

- Making bi-weekly documented safety inspections (at a minimum, weekly) and initiating appropriate corrective actions to rectify safety deficiencies. (Refer to Section 7.0 Job Site Inspections for details of safety inspection requirements and the Safety Inspection Checklist, see attached Form "D").

- Maintaining the GC first-aid kit and monitoring subcontractors' first-aid kits.

3.4 Subcontractor Competent Person

The Contractor shall require each subcontractor to have a Subcontractor Competent Person to plan for and oversee safety regardless of the number of trade employees on-site. This Subcontractor Competent Person is required to have completed an OSHA 10-Hour course for construction safety and shall meet the definition of a competent person as defined by this NJSDA Safety Manual and OSHA standards (29 CFR 1926.32).

The Subcontractor Competent Person shall:

- Use pre-task planning, instructing workers on safe work practices and methods to prevent injury, damage to property, and loss of productive time.

- Ensure that stickers are displayed on hard hats, indicating attendance at safety orientation.

- Supply and enforce the use of personal protective equipment. A sign that states, "Hard hats, safety glasses, and proper work shoes are required beyond this point" is to be clearly posted at each construction site entrance.

- Orient workers with the safety requirements applicable to their work. This is in addition to the required safety orientation training (described in Section 4.1 Safety Orientation Training and Section 4.7 Required Training by Trades).

- Hold weekly "toolbox" safety meetings with his/her work crews. Documentation of these meetings is required and must include topics and content as well as a list of attendees. Documentation of these meetings must be sent to, and maintained by, the CM/PMF. These meetings are to be held Monday through Thursday only.

- Conduct daily safety inspections of his/her work area.

- Assist in accident investigations.

- Assure that proper first-aid equipment is available according to the Work being performed and ensure that treatment is administered to injured employees.

3.5 Communications Responsibility

Although many existing hazards may be corrected through informal communications, all corrective actions must be documented, with copies forwarded to the Contractor, if the condition is identified by a subcontractor, then to the CM/PMF, and the NJSDA Safety Coordinator.

3.6 Safety Responsibility Matrix

Please see the following page for the Safety Responsibility Matrix.

SAFETY RESPONSIBILITY MATRIX

	NJSDA	CM/PMF	OWNER CONTROLLED INSURANCE PROGRAM Insurance	GC	Sub Contractors	Architects
Site-Specific Health & Safety Plan – Development & Approval	A	o		•		
Develop Master Emergency Action Plan	M	•		o	o	
Job Safety Analysis (i.e.; Critical Lift, Welding) - Development & Approval	M	o A**	o	A •	• o	
File Job Safety Analyses & Site-Specific Safety Plans	M	o		•		
Safety Orientation	M	o		•		
Specialized Trade Training Programs	M	o		•		
Tool Box Training	M	o		o	•	
Maintain all Safety Training Records	M	o		•		
Site Safety Inspections		o	o	•		
Daily Safety Inspections & Record Keeping	M	o		•	o	
Periodic Inspections Reporting & Record Keeping	o	o	o	•	o	
Remedy Safety Violations/ Re-inspect	M	o	o	•	•	
Identify Specialty Firm for Emerging Conditions (i.e. Engineering, Environmental, Industrial Hygienist, Air Quality)	A	•		o	o	•
Accident Investigations	M	o	o	•	o	
Maintain Material Safety Data Sheets (MSDS)	M	o		•	•	
Shut Down Portions of Work	*	*		o	o	
Shut Down Entire Job	A*	o		o	o	
Provide Student/Faculty Safety Orientation	M	•				
Project Safety Meetings	M	o	o	•	o	

Legend	Lead •	Assist o	Approve A	Monitor M

* - Shutting Down Portions of Work may be performed individually by the NJSDA Safety Director, CM/PMF Authorized Representative, Regional Director, Vice President of OFFICE OF PROJECT MANAGEMENT, or COO.

A*- Shutting Down the Entire Job may be done by the NJSDA Safety Director (with approval of Vice President, Office of Project Management, or, in their absence, COO), Regional Director, Vice President OFFICE OF PROJECT MANAGEMENT, or COO.

A**-If the General Contractor develops a Job Safety Analysis (JSA), the CM/PMF shall review and approve it.

4.0 Safety-Related Meetings and Training

The following meetings and training will be required on School Facilities Projects. The General Contractor must maintain documentation of the meeting, content, and attendance.

4.1 Safety Orientation Training

- All new employees assigned to a School Facilities Project shall be properly trained. This training shall include, (but not be limited to) hazard recognition, site-specific health and safety requirements, emergency procedures, Personal Protective Equipment (PPE), and first-aid/medical procedures.

- This safety orientation must occur before beginning the Work at the Project Site. The Contractor's Safety Coordinator will conduct the safety orientation training. The Contractor is responsible for ensuring that all site personnel attend these meetings. Individuals completing this safety orientation training will be provided with a hardhat sticker, which must be displayed.

- The Contractor shall provide safety training for all project personnel in regard to the specific safety requirements and rules related to his/her Work and Trade (see Section 4.7 Required Trade Training).

4.2 Toolbox Safety Meetings

The Contractor and each subcontractor shall conduct weekly toolbox safety meetings on Mondays through Thursdays with all of their employees performing Work at the Project Site. The General Contractor Safety Coordinator and/or the Subcontractor Competent Person shall conduct this training.

- The meetings shall cover any hazardous work conditions, unsafe work practices that have been identified, safe working practices, analysis of any accidents that have occurred on the Project Site, safety rules and regulations, and any related safety material.

- It should also cover new safety topics that have not occurred at the site, but could be of interest.

- This training shall be documented on a Toolbox Training Form (see attached Form "F") by the Contractor and shall include names of employees attending the training and an outline of all topics discussed.

4.3 Progress / Coordination Meetings

The intention of these meetings is to discuss the progress and coordination of the Work being performed by various trades so that they may work together to complete the Project in a timely and safe manner. The CM/PMF is responsible for scheduling, chairing, and reporting minutes from weekly progress meetings. Safety shall be a part of the agenda of the Progress Coordination Meetings, since verbal reports of the various safety representatives will become

part of the meeting minutes. Minutes from the meeting shall reflect safety items discussed and any proposed resolution to safety-related issues.

4.4 Weekly Safety Meeting

Attendance at this meeting shall be mandatory for the General Contractor Safety Coordinator(s) and all Subcontractor Competent Persons. The purpose of this meeting shall be to discuss any hazardous working conditions that have been observed, identify possible hazards in future work, and discuss all other health and safety issues pertaining to the Project. The GC and CM/PMF shall maintain minutes of the meeting.

4.5 Pre-Shift Hazard Recognition Training

- Every Contractor/subcontractor shall be required to hold pre-shift hazard recognition training with each work crew working when the following conditions are planned for a shift:
  - Any walking/working surface that is at an elevation of six feet or greater will require fall protection.
  - Scaffold erection and dismantling.
  - Crane and all material-hoisting operations.
  - Non-routine work operations, e.g., emergency procedures.
  - Any other potentially hazardous activities that pose an abnormal risk of injury to employees as identified by the Corporation and its authorized representatives.

4.6 Workmen's Comp, Builder's Risk, and General Liability Claims Review and Management Meetings

As specified in the OWNER CONTROLLED INSURANCE PROGRAM Insurance Procedures Manual, attendance at scheduled claims review and management meetings by a Contractor representative is required.

4.7 Required Training by Trades

It shall be the General Contractor's responsibility to ensure that all personnel entering the project sites have adequate safety training applicable to their particular trade.

- **Operating Engineers**
  - Copies of the New Jersey Department of Labor Crane Operator License or Certification from the National Commission for the Certification of Crane Operations (NCCCO) will be shown to the CM/PMF and the General Contractor.

- **Toolbox Safety Meetings**
  - Tool Box Safety Meetings will be conducted Mondays through Thursdays.

5.0 Project Compliance Procedures

The NJSDA Safety Manual is designed to ensure compliance with the requirements of OSHA and all additions and revisions thereto, as well as other applicable federal, State, and local requirements, this NJSDA Safety Manual, and site-specific manuals. Workers performing the Work in an unsafe manner that would endanger the employee, other workers, school occupants, or the public will be subject to discipline or removal from the site at the request of the Authority.

The NJSDA Safety Coordinator, in conjunction with the General Contractor Safety Coordinator, shall determine the course of action best suited to the circumstances. The steps to be taken shall be progressive, except in the most egregious circumstances, and shall include the following.

5.1 Verbal Warning Citation

As the first step in correcting unacceptable behavior, the worker's competent person/ safety coordinator shall review the pertinent facts with the employee. He/she will consider the severity of the problem and the worker's past performance. A verbal warning shall be issued to the worker, which shall be documented and placed in the appropriate file on site, with a copy forwarded to the CM/PMF and the NJSDA Safety Coordinator.

5.2 Written Warning Citation

If the unacceptable performance continues, the next step will be a written warning. The written warning shall clearly state the safety policy that was violated and steps the worker must take if it is to be corrected. A written warning requires the General Contractor Safety Coordinator to assure that the worker has satisfactorily completed an appropriate training session related to the safety policy violated. This training must be completed within ten (10) working days from issuance of the written warning. Documentation, with copies forwarded to the Contractor, the CM/PMF, and the NJSDA Safety Coordinator, is to be maintained in the worker's personnel file. The General Contractor will monitor completion of the worker's retraining.

5.3 Removal from Site

The Authority may request that a worker be removed from a Project Site for safety violations, whether or not verbal and/or written citations have been given. Failure to comply with the NJSDA site wide six (6) foot fall protection requirement will result in removal of offending personnel from the site, or any violation or event that constitutes an Immediate Danger to Life or Health (IDLH) situation.

6.0 Record-Keeping and Files

The CM/PMF shall maintain a master or central file for safety and health related documentation on the Project Site. Files shall be maintained in such a manner that distinguishes the Contractor and each subcontractor. Should a project be of such size that the CM/PMF is not on-site, the Contractor shall maintain the files and provide a copy to the CM/PMF and, upon request, the NJSDA Safety Coordinator.

The Authority and its designated representatives shall have the right to review all documentation at any time upon request. If applicable, the Contractor shall give full cooperation, and require the full cooperation of all subcontractors, during these reviews.

The following documentation shall be in the CM/PMF's safety files, unless otherwise noted:

- Written site-specific safety and health plans for the Contractor and all subcontractors.
- Hazard communication program, including current Material Safety Data Sheets (MSDS). A Project site-specific MSDS file shall be maintained on-site by the CM/PMF for employee review. The Contractor must submit, and require each subcontractor to submit, a copy of the MSDSs for those compounds to be used on-site at School Facilities Projects. This submission should include only those compounds to be used on-site, not a compendium of all MSDSs for the entire company. All MSDS sheets shall be on file prior to those compounds being allowed on-site.
- Contractor and subcontractor daily job site safety inspection reports, including documentation of corrective measures.
- Documentation of weekly "toolbox" safety meetings, including names of employees attending the training and an outline of all topics discussed.
- Accident investigation reports, including "near-miss" incidents.
- Competent person qualifications and identification.
- OSHA Forms 300, and 300a.
- Job Hazard Analysis.
- Copies of weekly safety inspection reports.
- Progress/Coordination meeting minutes.
- All documentation required by other sections of this NJSDA Safety Manual.

7.0 Job Site Inspections

7.1 Inspections

The General Contractor shall require each Subcontractor Competent Person to conduct daily safety and health inspections for the Work in his/her respective area of the Project Site. Documentation of all identified deficiencies and corrective actions taken shall be maintained by the Contractor for review by the CM/PMF, NJSDA Safety Coordinator, and the Risk Management Unit (RMU). (See attached Form "D", Safety Inspection Checklist)

An essential part of isolating the construction process from school occupants will be the perimeter protection or fence. It is imperative that perimeter fencing be inspected daily (including weekends and holidays) for defects, for damage, and for areas of the fence that could be compromised so persons could gain access. Repairs must be immediate. No exceptions. Additionally, Green Zones (safe) and Red Zones (unsafe) will be defined and clearly marked for all non-construction traffic. The Contractor has the responsibility to protect the school occupants and the public from the hazards associated with construction, regardless of how difficult it may be.

7.2 Corrective Measures

Corrective measures to abate all deficiencies shall be completed immediately if life-threatening/serious conditions exist or no later than the end of the working shift for non-life threatening/serious conditions. All Work shall be stopped, or effective interim safeguarding implemented, until life-threatening conditions are corrected. All corrective measures shall be documented by the subcontractor and/or CM and available for review by the CM/PMF and the NJSDA Safety Coordinator.

If a deficiency cannot be abated immediately, a notice shall be provided to the CM/PMF, outlining the reasons and steps taken as an interim measure to control the potential hazard.

7.3 Non-Abatement

If the General Contractor or any subcontractor fails to make corrections to identified deficiencies in a timely manner, the CM/PMF will:

- Notify the General Contractor and appropriate subcontractor in writing to take prompt corrective action to eliminate construction safety and health hazards.
- Reinforce that any costs incurred to correct the hazard will be back-charged to the General Contractor.
- Provide written notification that will describe specific Contract or code violations.
- Report in writing to the General Contractor/subcontractor the names of individuals and their supervisors who are observed to violate construction safety requirements, with copies to the Authority. If necessary, the Authority may require the General Contractor to remove these individuals and/or their supervisors from the job site.

7.4 Work Stoppage

The Authority has authorized the following NJSDA management and staff to order, at the Contractor's expense, a work stoppage until unsafe conditions are abated.

Shutting Down Portions of Work may be performed individually by the NJSDA Safety Director, CM/PMF Authorized Representative, the Regional Director, the Vice President of the OFFICE OF PROJECT MANAGEMENT, or the COO.

Shutting Down the Entire Job may be done by the NJSDA Safety Director (with approval of the Vice President of the Office of Project Management, or in his/her absence, the Regional Director, or the COO).

8.0 Substance Abuse Program

Statement of Need

NJSDA has a strong commitment to the health, safety, and welfare of its employees. Widely available statistics and information indicate that the incidence of drug and alcohol abuse in the workplace is increasing and the effect is devastating to lives, business, and the community at large. Due to the potential for substance abuse among some of our employees, **NJSDA** is concerned for the safety of our employees, our clients and the general public. Our commitment to maintaining a safe and secure workplace requires a clear policy relating to the detection and prevention of substance abuse.

Goal

It is the goal of **NJSDA** to provide a safe workplace by eliminating the hazard to health and job safety created by alcohol and other drug abuse. We believe this goal to be in the best interest of our employees, our clients, and the public.

Scope

This policy applies to all employees and contractors while on the job and to situations where off-the-job or off-premises conduct impacts work performance or undermines the public confidence in, or threatens the safety of the employee, co-workers or any other individual involved in the company's business. It is also intended to apply to employees and personnel doing business with the company while on the site.

Although the company has no intention of intruding into the private lives of its employees, we recognize that involvement with alcohol or other drugs off the job eventually can take the toll on job performance. Our concern is to assure that employees can perform their work duties in a safe environment.

Policy Guidelines

1. The Authority will not tolerate (zero tolerance) or condone substance abuse by employees. It is the policy of **NJSDA** to maintain a workplace free of alcohol and other drugs and its effects.

2. It is the policy of **NJSDA** that employees who engage in the sale, use, possession, or

transfer of illegal drugs or controlled substances, will be subject to disciplinary action up to and including termination.

3. It is the policy of **NJSDA** to commit the resources necessary to achieve and maintain a drug and alcohol-free environment. **NJSDA** expects the full support of this policy by all employees and all persons doing business with the Authority.

Procedure
To provide a safe environment, the Authority will:
1. Establish definitive rules and regulations.

2. Provide increased awareness through training, education, and communication on the subject of alcohol and other drug abuse.

Expectations
Company Responsibilities
As a responsible employer and member of the community, the Authority will:

1. Increase employees' awareness of the prevalence of substance abuse.

2. Administer programs that consider employee rights, are positive in their intent, and are within legal boundaries.

3. Document behavior and/or performance changes in employees (who, what, where, when).

Employee Responsibilities
NJSDA believes that each employee has the responsibility to:

1. Report to work free of the effects of alcohol or illegal drugs.

2. Participate in and support Authority sponsored drug and alcohol education programs.

3. Support company efforts to eliminate alcohol and drug abuse among employees.

Supervisor's Responsibilities
1. Awareness of unusual employee behavior that may be caused by impairment due to substance abuse.

2. Seek assistance from Human Resources.

3. Document behavioral issues.

Authorized Use of Prescribed Medicine

An employee undergoing prescribed medial treatment with any drug or controlled substance that may impair his or her physical or mental ability should report this treatment to the Authority's Human Resources and Safety departments, which will determine whether the Authority should temporarily change the employee's job assignment during the period of treatment.

Alcohol Use or Possession on Authority Premises

The use, possession, sale, or distribution of alcohol on Authority premises, or in Authority supplied vehicles, is prohibited and constitutes a violation of policy. Such action will be handled pursuant to the Authority's policy on work performance and conduct.

Prohibitions

NJSDA's policy prohibits the following:

A. Use, possession, manufacture, distribution, dispensation, or sale of illegal drugs whether on or off Authority premises and whether during working hours or non working hours.

B. Controlled substance abuse whether on or off Authority's premises and whether during working hours or non working hours.

C. Storing any illegal drug in a locker, desk, automobile, or other repository on Authority's premises.

D. Being under the influence of an illegal drug or engaging in controlled abuse on Authority's premises, or while engaged in Authority business, or in Authority supplied vehicles, or during working hours.

E. Use, possession, sale, or distribution of alcohol, or being under the influence of alcohol on Authority's premises, or in Authority supplied vehicles, whether during working hours or non working hours.

Definitions

The term *illegal drug* means drugs and controlled substances, the possession or use of which is unlawful, pursuant to the laws of any country and Federal, State, and local laws and regulations in the United States.

Drugs and controlled substances that are not legally obtainable, or that are legally obtainable but have not been legally obtained, are considered to be illegal drugs. Examples include street drugs such as cocaine, heroine, marijuana, and phencyclidine and controlled substances such as amphetamine, methamphetamine, and barbiturates.

The term *controlled substance abuse* includes prescribed drugs not being used for prescribed purposes or in a prescribed manner.

The term *Zero Tolerance* means that once an employee is found to be using illegal drugs or abusing alcohol, on the job, he/she would be subject to penalties. Penalties are progressive and can lead to termination.

The term *drug and alcohol education program* refers to in-house training conducted by the NJSDA. It does not refer to outside counseling or rehabilitation programs.

9.0 Accident / Injury Management

9.1 Accident Reporting

All accidents resulting in employee injury, property damage, or involving the public must be reported as soon as the accident occurs, by the injured/responsible worker's Subcontractor Competent Person (if a subcontractor employee) to the General Contractor Safety Coordinator. A Contractor employee must immediately notify the General Contractor Safety Coordinator.

The General Contractor Safety Coordinator must immediately inspect the accident area and take photographs.

It is the General Contractor's responsibility to ensure that all related reports are electronically transmitted to the NJSDA Safety Coordinator, Risk Management Unit (RMU), and the CM/PMF, describing the occurrence, how the injured was (were) treated on-site or at the designated medical facility, and any follow-up treatment necessary for the worker(s) involved.

- For a **minor incident**, when the worker(s) was treated on-site, the report must be sent to the NJSDA Safety Coordinator and the Risk Management Unit (RMU) within twenty-four (24) hours.

- For a **major incident**, when the worker(s) was taken to the designated medical facility, the NJSDA Safety Coordinator and Risk Management Unit (RMU) must be contacted immediately by telephone.

The OWNER CONTROLLED INSURANCE PROGRAM Insurance Procedures Manual provides procedures for reporting a Workers' Compensation, General Liability and Builder's Risk claims.

9.2 Principal's Meeting for Lost-Time Accidents

If a Contractor or subcontractor employee experiences or causes a lost-time accident on the Project, the CM/PMF, NJSDA Safety Coordinator and the Risk Management Unit (RMU), or designee shall attend a meeting at the job site to discuss the incident. This meeting will be called by the CM/PMF and will be held within seventy-two (72) hours from the time of the incident.

9.3 Accident Investigation

- The General Contractor Safety Coordinator shall complete a Project-specific accident investigation report (see Form "C-1"-Workers' Compensation Incident Report, Form "C-2"-General Liability Incident Investigation Report, and Form "C-3"-Builder's Risk Incident Investigation Report).

The Contractor shall cooperate, and require the cooperation of all subcontractors, in the investigation, analysis, and defense of any claim, accident, occurrence, or insured loss. The accident investigation report shall be completed by the end of the working day/shift of the

accident. Identification and review of accident causes shall be established and completed, identifying corrective actions, persons responsible for corrective actions, and date of completion. Follow-up documentation verifying corrective actions shall be required within 72 hours.

Copies of all accident investigation documentation shall be submitted to the CM/PMF, NJSDA Safety Coordinator, and the Risk Management Unit (RMU). If required by law, injury notification to OSHA shall be made by the GC, which shall then also notify the CM/PMF, NJSDA Safety Coordinator, and the Risk Management Unit (RMU) or designee immediately.

9.4 Report of Accidents Involving School Occupants

The Contractor must immediately report any incidents, accidents, or injuries involving teachers, students, staff, or the general public, by telephone to the CM/PMF, the NJSDA Safety Coordinator, and the Risk Management Unit (RMU). A thorough written investigation of any incident or accident must be completed by the end of the working day/shift of the accident by the Contractor with a copy to the CM/PMF, NJSDA Safety Coordinator and the Risk Management Unit (RMU) or designee.

9.5 First Report of Injury-Workers' Compensation

The Subcontractor/Contractor shall report to the supervising General Contractor/Construction Manager. The General Contractor shall complete the Form "C-1"-Workers' Compensation Incident Report and attach a completed "Workers Compensation-First Report of Injury or Illness" (Form IA-1). The General Contractor shall report workers' compensation incidents directly to the carrier, and any other incident directly to NJSDA. TO THE INSURER'S CLAIMS REPRESENTATIVE, the CM/PMF, NJSDA Safety Coordinator and the Risk Management Unit (RMU) or designee immediately. Workers' Compensation reporting to the Risk Management Unit (RMU) insurer will provide first report of injury. Refer to the OWNER CONTROLLED INSURANCE PROGRAM Insurance Field Procedures Manual for Workers' Compensation claims reporting procedures.

9.6 Report of General Liability Claim and/or Incident

The General Contractor Safety Coordinator must conduct an accident investigation and complete the Form "C-2"-General Liability Incident Investigation Report. Refer to the OWNER CONTROLLED INSURANCE PROGRAM Insurance Procedures Manual for General Liability claims reporting procedures. The Contractor to the CM/PMF, NJSDA Safety Coordinator and the Risk Management Unit (RMU) or designee shall report any potential General Liability claim or incident immediately to the NJSDA.

9.7 Report of Builder's Risk Claim and/or Incident

The General Contractor Safety Coordinator must take photographs, secure damaged property and complete the Form "C-3"-Builder's Risk Incident Investigation Report. Refer to the OWNER CONTROLLED INSURANCE PROGRAM Insurance Procedures Manual for Builder's Risk claims reporting procedures. The Contractor to the CM/PMF, NJSDA Safety Coordinator and the Risk Management Unit (RMU) or designee shall report any potential Builder's Risk claim or incident immediately to the NJSDA.

9.8 Accident Analysis

To identify root causes of accidents and at-risk behavior that directly contributed to an accident, or that have the potential to contribute to an accident, The General Contractor Safety Coordinator shall be required, at the discretion of the NJSDA Safety Coordinator, to meet and analyze accidents. Accident trends shall be identified and plans developed to prevent injury, to develop specific action plan to address root causes and at-risk behaviors, and to implement corrective actions.

10.0 Project Safety and Health Minimum Requirements

The minimum Safety and Health requirements are those contained in OSHA Construction Safety Standards (29 CFR 1926) as well as any other applicable federal, State, municipal, or collective bargaining agreement. The School Facilities Projects Safety Manual includes compliance with all applicable standards as well as those itemized below which exceed OSHA standards. **For any Contractor or subcontractor that has been granted exemptions or variances for specific OSHA regulations and/or standards, these exemptions or variances DO NOT APPLY to any School Facilities Project.**

Subpart A—General

The requirements of 29 CFR 1926.1 applies to all NJSDA Construction Projects.

Subpart B—General Interpretations

The requirements of 29 CFR 1926.10 applies to all NJSDA Construction Projects.

Subpart C—General Safety and Health Provisions

➢ **C-1—Competent Person Requirements**

A Competent Person is defined by OSHA standards (29 CFR 1926.32(f)).

The Contractor shall provide the CM/PMF and the NJSDA Safety Coordinator with a matrix outlining employee(s) designated as a competent person(s). This matrix will be:

- Submitted to the CM/PMF prior to commencing the Work on-site.
- Supported by documentation of the credentials of each individual identified in this matrix, including training certificates, resumes outlining years of experience, competent person cards, etc.
- Certified to the Authority that the competent person will be on-site during all times when the Work under his/her competency is in progress.

The Contractor shall also obtain the matrix described above from each subcontractor and maintain these matrices at the Project Site.

- **C-2—Job Safety Analysis**

  - Prior to the start of the Work activities, the Contractor shall require each subcontractor to submit, in writing, a detailed Job Safety Analysis ("JSA"), "THA", "JHA") of every task to be performed for each construction activity.

  - This analysis shall be ongoing and submitted for new tasks prior to the start of the Work activity.

  - Prior to the start of Work, the Subcontractor Competent Person shall be required to discuss the JSA's with individual work crews and shall provide documentation of these discussions to the Contractor.

- **C-3—Confined Spaces**

  - The School Facilities Projects require implementation of OSHA standard (29 CFR 1910.146)-Permit Required Confined Space standard. The CM/PMF has the right, but not an obligation, to monitor the implementation of this procedure by the Contractor and individual subcontractors. The CM/PMF will have the Contractor sign the permit, which will be kept on-site by the CM/PMF.

  - The Contractor shall require each subcontractor to perform atmospheric testing prior to entering a confined space. At a minimum, a four (4)-gas monitor (carbon dioxide, oxygen, lower explosive limit, and hydrogen sulfide) shall be used.

  - The Contractor is responsible for the costs of any PPE and rescue equipment for confined space entry (see attached Form "H" Confined Space Entry Permit).

- **C-4—Illumination**

  - If there is a need for additional general or specific task lighting, this lighting must be wired with NM Cable or its equivalent as determined by the National Electrical Code (NFPA-70).

  - The minimum illumination on a job site shall be ten foot-candles.

- **C-5—Emergency Action Plans**

  - The Contractor is responsible for developing an emergency action plan. This plan must be coordinated with the master emergency action plan developed and implemented by the CM/PMF.

  - The Contractor shall require each subcontractor to cooperate with the master emergency action plan, including participating in emergency drills as dictated by the CM/PMF.

- An emergency evacuation plan shall be part of the Emergency Action Plan. Minimally the plan shall contain means of egress, which shall be updated as the building progresses, identification of a "muster point" and the procedures for accounting for all workers.

Subpart D—Occupational Health and Environmental Controls

➢ **D-1—Hazard Communication**

- The Contractor must submit, and require each subcontractor to submit, a copy of its written hazard communication program to the CM/PMF prior to beginning the Work on the Project Site. (This is in addition to maintaining a copy of its own and all subcontractors' programs at its own site trailer/field office.)

- The Contractor must submit, and require each subcontractor to submit, to the CM/PMF a copy of the MSDSs for those compounds to be used at the Project Site. This submission should include only those compounds to be used on-site, not a compendium of all MSDSs for the entire company. No compound is allowed on-site without an MSDS on file (see Section 6.0).

  ❖ It is the Contractor's and each subcontractor's responsibility to train their personnel in accordance with the OSHA standards. (29 CFR 1926.59) Hazardous Communications Plan

➢ **D-2—Potable Water**

- The Contractor and all subcontractors must supply adequate potable water whenever they have personnel on-site and follow OSHA standards for distribution (29 CFR 1926.51).

➢ **D-3—Sanitary Facilities**

- The General Contractor shall comply with OSHA regulations with regards to sanitary facilities.

Subpart E—Personal Protective Equipment (PPE)

All visitors to the Project Site shall be required to wear a hard hat, safety glasses, and proper footwear.

➢ **E-1—Eye and Face Protection**

- All personnel shall wear safety glasses **100% of the time <u>as soon as they enter the construction site</u>. (29 CFR 1926.102)**

- Minimum eye protection shall include approved safety glasses **with side shields**, which meet the standards specified in ANSI Z-87.1-1989. This shall also include prescription eyewear.

- In addition to approved safety glasses, an approved face shield shall be worn when performing the following work activities:
  - Welding, burning, or cutting with torches.
  - Using abrasive wheels, chop saws, portable grinders, or files.
  - Chipping concrete, stone, or metal.
  - Drilling or working under dusty conditions.
  - Using explosive actuated fastening or nailing tools.
  - Overhead work.
  - Work with hazardous liquids or gases.

➢ **E-2—Head Protection**

- All personnel shall wear hardhats that meet ANSI Z-89.1-1997, **100% of the time** as soon as they enter the construction site. (29 CFR 1926.100)
- **Hard hats shall display the Contractor's or subcontractor's name and/or decal indicating whom the employee works for, as well as the safety orientation sticker.**
- Workers exposed to electrical voltage of 600 volts or greater shall wear hardhats that meet the requirements of ANSI Z-89.1-1997 Class E & G type hardhats.

➢ **E-3—Hearing Protection**

- Any construction personnel exposed to a noise level of eighty-five (85) decibels or higher, regardless of the duration of the activity being performed, shall wear hearing protection, which shall be supplied by the employer. All hearing protection devices shall meet the requirements of ANSI S.319, 29 CFR 1926.101.

➢ **E-4—Shoes and Foot Protection**

- Well-constructed boots/shoes are required for all School Facilities Projects. Specific requirements include ankle protection and substantial, flexible soles. Exposure hazards dictate whether or not a protective toe guard will be required. (29 CFR 1926.96)
- Sneakers, tennis shoes, athletic shoes of any type, sandals, high heels, or street shoes **shall not** be worn by construction personnel while on a Project Site.
- Visitors to the site shall be monitored for appropriate footwear.

➢ E-5—Clothing

- Suitable clothing for construction shall be worn on the Project Site. (29 CFR 1926.95)
- No tank tops, shorts, cut-offs, or ripped or torn clothing are allowed on the Project Site.
- Shirts with sleeves, at least four (4) inches in length, shall be worn at all times. All shirts shall be hemmed at the neck, sleeve, and tail. "Muscle/tank top" type shirts are prohibited.
- Full-length pants are required. Shorts and sweat pants are prohibited.
- Polyester or similar material is not allowed.
- Dangling jewelry may not be worn.
- Long hair, which can be caught in moving equipment parts, must be restrained.
- Frayed pants or clothes with holes pose fire or other hazards and are not allowed on job sites.

➢ E-6—Safety Belts, Harnesses, Lifelines, Lanyards

- Only full-body harnesses meeting ANSI Z359.1 shall be used for personal fall protection. **Safety belts are not legal.**
- Refer to Subpart M of this Manual for the fall protection requirements at School Facilities Projects.

➢ E-7—Hand Protection

The Contractor will select and require employees to use appropriate hand protection if their hands are exposed to hazards, such as harmful substances that can be absorbed by the skin, severe cuts or lacerations, severe abrasions, punctures, chemical burns, thermal burns, and/or harmful temperature extremes. Hand protection will not be used if the Superintendent/Foreman determines that it will increase the hazard to the user, for example, when using rotating equipment. The Contractor will select the appropriate hand protection after evaluating its performance characteristics relative to the task(s) to be performed, conditions present, duration of use, and the hazards and potential hazards identified. Employees will be informed of the potential hazards anticipated and the hand protection selected.

Barrier creams alone will not be allowed as a form of protection against chemical contact.

➢ E-8 —Respiratory Protection

- The requirements of 29 CFR 1910.134 applies to all NJSDA construction projects.

Subpart F—Fire Protection and Prevention

1.0 SCOPE

NJSDA has developed this fire prevention and protection policy to guide employees on general fire safety and the proper selection and use of portable fire extinguishers when working on construction projects and to comply with 29 CFR 1926.951, Fire Prevention and 1926.152, Flammable and Combustible Liquids.

2.0 DEFINITIONS

Bonding - The process of connecting two or more containers together by means of a conductor.

Combustible Liquid - Any liquid having a flash point of 100° F or higher. (NFPA 30)

Fire Class Identification - Potential fire hazards are identified and classified as follows:

Class A - Types of Materials: Ordinary Combustibles, such as wood, paper, or cloth.

Types of Extinguishers: Water, dry chemical

Class B - Types of Materials: Flammable and/or Combustible Liquids , such as gasoline, paints, No. 2, 4, or 6 oils.

Types of Extinguishers: Dry chemical, carbon dioxide, foam

Class C - Types of Materials: Energized Electrical Equipment, such as electric motors, switch gear, electric pumps, or electrical distribution boxes.

Types of Extinguishers: Dry chemical

Class D - Types of Materials: Combustible Metals, such as magnesium, zirconium, titanium, and sodium.

Types of Extinguishers: Dry powder

Fire extinguishers are also available that provide protection against more than one class (e.g., "BC" extinguishers are effective for flammable liquids and electrical equipment). Portable fire extinguishers may be of multiple classifications such as "BC" or "ABC".

Flammable Liquid - Any liquid having a flash point of less than 100° F.

Grounding - The process of connecting one or more conductive elements to the ground or earth by connecting a conductive cable to the container, then mechanically connecting to a ground source.

3.0 REQUIREMENTS

The Contractor or other designated individual will determine the required fire prevention/protection programs or procedures and coordinate activities accordingly. The program for the construction site will include the following fire safety measures:

- Only approved containers will be used for flammable/combustible liquid storage. Approved containers are constructed of metal, have a self-closing lid, and a flash arresting screen.
- Electrical wires/cords will be in good condition with proper ground connections.
- Good housekeeping practices will be observed. Combustible materials, rubbish, and debris will not be allowed to accumulate. Trash receptacles will be emptied as needed. Aisles, walkways, and working surfaces must be kept clear to allow egress in the event of a fire.
- Materials contaminated or soaked with combustible materials will be disposed of separately from normal trash by placement in approved, closed metal receptacles which are appropriately labeled. These containers will be emptied daily.
- Access to breakers will be kept clear.
- Internal combustion engines will be so located that their exhausts are well away from any combustible materials.
- Smoking will be prohibited in any area that contains combustible materials. (NJ Smoke Free Air Act-Chapter 383 C.26:3D-58)

Portable Fire Extinguishers

Portable fire extinguishers will be selected by the Superintendent/Foreman and placed in locations according to the class and hazards of the area to be protected. (NFPA 10)

NJSDA employees will use a fire extinguisher **only** for fires in the incipient stage (the beginning stages of a fire prior to structural involvement) or for escape purposes.

Location

The Superintendent/Foreman will ensure all portable fire fighting equipment is maintained in operable condition and is conspicuously located and sized according to the identified hazards as follows:

- Minimum 2A fire extinguisher that can be reached with less than 100 feet of travel for all work areas containing only combustible materials.
- Minimum 10BC rated fire extinguisher located within 50 feet of any flammable or combustible liquids or compressed gas.
- Minimum 10BC rated fire extinguisher within 25 feet of any hot work.

Inspection

Portable fire extinguishers will be inspected according to the following schedules:

(a) Daily - All employees will visually check to ensure adequate charge and appropriate location.

(b) Monthly - The Superintendent/Foreman will check the following items: (NFPA 10)

- Extinguisher has a full charge
- Inspection tag is present
- Seal is intact
- Hose is in good operating condition
- Nozzle orifice does not contain obstructions
- Extinguisher accessible and in a conspicuous location

When complete, the Superintendent/Foreman will date and initial the inspection tag.

(c) Annually - The Superintendent/Foreman will be responsible for coordinating a service inspection by a qualified vendor or agency. He/she will ensure that a current annual inspection tag is placed on each portable extinguisher, or each extinguisher is uniquely identified and inspection tags kept in files.

Any fire extinguisher found to be discharged during the routine inspections, or any fire extinguisher that is partially used will be replaced immediately with a fully charged fire extinguisher.

4.0 FLAMMABLE AND COMBUSTIBLE LIQUIDS

Storage

All flammable and combustible liquids stored indoors will be stored in accordance with the applicable OSHA regulations and/or local regulations, whichever is more stringent. (NFPA 30)

Outdoor tanks and containers will be protected from impact damage and placed in a secondary containment structure capable of holding at least 110% of the tank capacity. Tanks and containers will not be located less than 20 feet from any building.

At least one portable fire extinguisher with a minimum rating of 20BC will be readily available at least 25 feet, but not over 75 feet, away from the tank or container.

Handling and Transportation

Employees will ensure containers are grounded and electrically connected (bonded) before transfer of flammable liquids from one container to another. Proper grounding and bonding can be achieved by connecting the container to an earth ground then electrically interconnecting the two containers. When attaching the clamps or clips, the employee will ensure the contact points penetrate any surface paint or coating to ensure a positive electrical connection with the base metal.

Safety cans used to transport fuel to a job site will be grounded, either by connection to an earth ground, or removing from the transporting vehicle and placing on a grounded surface before filling.

Smoking, lighted objects, spark-producing operations, or open flames will be prohibited in areas used for fueling, transfer of fuel, or fuel storage areas.

The motors of all equipment being fueled will be shut off during the fueling operations. Fuel powered portable equipment will be allowed to cool before refueling.

5.0 LIQUIFIED PETROLEUM GAS (LPG)

Liquid petroleum gas (LPG) containers will not be stored inside buildings, in direct sunlight, or where they could be struck by machinery or equipment. Cylinders will be secured in an upright position not less than 20 feet from flammable or combustible liquid storage. (HM-126)

6.0 TRAINING

The Superintendent/Foreman or other designated individual will train employees on the fire prevention/protection policies and procedures for each project including NJSDA requirements, such as emergency evacuation and alarms. This training will be documented.

Training will include information to familiarize employees with the general principles of fire extinguisher use and the hazards associated with incipient stage firefighting. All employees will be advised that fire extinguishers will be used **only** for incipient stage fires or for personal escape.

This training session will be provided whenever an employee is first hired and at least annually thereafter.

Subpart G—Signs, Signals, and Barricades

➢ G-1— Working in Occupied Buildings

- In order to protect the safety and health of the students and staff of a NJSDA school, the General Contractor must include in their site-specific safety manual a section on protecting the occupants. Also, the tradespersons and construction activities must be separate. In addition, the contractor should have available a wet/dry vacuum cleaner and high velocity fans available for emergencies. These emergencies can include smoke or water penetration.

  The General Contractor shall include, but not be limited to, considering the following areas in situations where construction is to take place in or adjacent to a facility that is occupied by students and/or school staff:

  - ❖ The CM/PMF, the General Contractor, and NJSDA Staff shall meet with the school administration to discuss scheduling and means to minimize any interruption to the educational process.

  - ❖ Pre-construction testing and planning such that areas disturbed by renovation and demolition must be tested for lead and asbestos. If either is to be disturbed, plans and procedures must be made to protect the occupants.

  If possible, the construction of a demising wall may be established between the construction areas and the educational or administrative spaces such that a satisfactory seal exists.

  - ❖ Exterior separation of spaces outside of the building perimeters including total site control to minimize risk of unauthorized entry to associated areas.

  - ❖ An eight-foot high chain-link fence shall be erected and maintained around all construction activities.

  - ❖ Coordination with facility staff to minimize construction air infiltration into the existing facility by way of the mechanical/HVAC system.

  - ❖ Establishing means of access into the occupied facility for students, faculty, and construction personnel. This shall be established to meet requirements and conditions of the New Jersey Building Code, the local Fire Official or Authority Having Jurisdiction (AHJ), and the school administration, including necessary security, lighting , overhead protection, physical barricades, and proper signage. Include and participate in fire and life safety drills as needed by building occupants.

  - ❖ Establishing means of egress out of the occupied facility for students, faculty, and construction workers. This shall be established to meet requirements of NJ Building Code, the local Fire Official, and the school administration, including

necessary security, lighting, overhead protection, physical barricades, and proper signage. Include and participate in fire and life safety drills as needed by building occupants.

- In situations where work is taking place inside of pre-existing building, all gates/doors into construction areas shall be locked at all times except when a worker/guard is in attendance to prevent unauthorized entry. All construction management and tradespersons shall sign-in when entering the construction area through a gate/door designated by the General Contractor with input from the CM/PMF and school administration. This will insure that all personnel are accounted for should an evacuation be required.

- The General Contractor shall purchase and distribute to all tradespersons who have completed the site-specific safety orientation identification badges.

- The General Contractor should take all necessary steps to minimize any occurrences of indoor air quality (IAQ) concerns throughout the construction project. On an as needed basis, testing of air quality should be performed.

- As required by state fire code, no smoking is allowed on school grounds. (NFPA 10)

G-2—Separation of Construction Area

- Clear separation between construction areas (Red Zones) and areas occupied by school population (Green Zones) shall be present at all times.

- The General Contractor or any subcontractor shall not be permitted to work within confines of the operating school without prior written approval from the CM/PMF. All requests shall be submitted in writing at least ten (10) working days prior to the date being requested. Written requests shall detail every aspect of the Work to be completed.

- The CM/PMF may restrict access to occupied areas to periods including, but not limited to, non-school hours, weekends, holidays, and nights on a site-specific basis.

- It is the policy of the Authority that **construction shall work around education; education will not work around construction**.

Subpart H—Materials Handling, Storage, Use, and Disposal

- **H-1—Disposal**

  - The Contractor and every subcontractor are responsible for disposal of their own construction debris and the proper action to keep areas around dumpsters clean.

- **H-2—Unattended Tools & Equipment**

  - Tools and equipment shall not be left unattended while in areas occupied or accessed by school occupants. Offending parties shall be escorted from the job site and not allowed to re-enter until properly retrained.

Subpart I—Tools – Hand and Power

- **I-1—Portable Power Tools**

  - All portable power tools must be inspected as per OSHA standards (29 CFR 1926.300). Additionally, the Contractor shall require all subcontractors to institute the Project's tool inspection Manual as below:

    - Extension Cords used with portable tools must be of heavy-duty three-wire type and an inspection procedure for extension cords shall be implemented.

    - Flat extension cords are prohibited.

    - Damaged electrical cords will not be allowed. (Refer to Subpart K, paragraph K-3, of this Manual for general electrical cord and grounding requirements.)

    - Tools with defective electrical cords will be immediately taken out of service by an effective method. Cutting off the cord or applying a locked cover for the plug would be considered effective methods. Anyone observed using defective tools or extension cords shall be required to attend retraining.

- **I-2—Ground Fault Circuit Interrupter ("GFCI")**

  - The Contractor or subcontractor will maintain GFCIs on all generators or power supplies for which they are responsible.

  - Refer to Subpart K of this Manual for general electrical requirements.

Subpart J—Welding and Cutting

- **J-1—Hot Work Permit**

  - A Hot Work Permit (see attached Form "G") is required at all times for any welding, brazen, and/or torch cutting.

  - Permit applications will be reviewed and approved by the GC as soon as possible.

- **J-2—Fire Watch**

  - As part of the hot work permit procedure, a fire watch is required during the actual work as well as a final inspection of the site two (2) hours after the completion of the hot work. A proper fire watch reflective vest and a proper-sized (minimum ten (10) pound ABC) fire extinguisher are required.

- **J-3—Welding & Cutting Equipment**

  - All welding and cutting equipment must be labeled with the owning Contractor or subcontractor's name.

  - Welding leads and cutting hoses shall be kept clear of walkways and stairways.

- **J-4—Cylinders**

  - Oxygen and acetylene cylinders shall be identified with the name of the Contractor or subcontractor on each.

  - Cylinders shall not be stored inside buildings.

  - Oxygen and acetylene tanks shall not be stored within twenty (20) feet of each other, unless separated by a ½-hour fire rated barrier.

  - Operation and use of oxygen and acetylene tanks shall be in accordance with OSHA Standards.

- **J-5—Disposal**

  - Spent welding rods shall be picked up and disposed of daily.

Subpart K—Electrical

- **K-1—Temporary Electrical Work**

  - All temporary electrical work shall be in accordance with the pertinent provisions of the National Electrical Code (NFPA-70) and local standards. (29 CFR 1926.403.d-Mounting Electrical Equipment)

- **K-2—Ground Fault Circuit Interrupter ("GFCI")**

  - All 110-120 volt, single phase, 15 and 20 amp temporary power circuits (with the exception of temporary lighting) shall have ground GFCIs installed.
  - All portable generators shall have properly functioning GFCI outlets.
  - All portable generators shall be properly vented.
  - GFCI receptacles and circuit breakers shall be tested weekly with a multi-range GFCI tester (the tests shall be documented by a qualified electrician) to ensure the GFCI is properly functioning and protecting the worker.
  - Contractor or subcontractors using the permanent electrical supply to the building must use portable GFCIs.

- **K-3—Extension Cords**

  - Extension cords used with portable tools must be of heavy-duty three (3) -wire type.
  - Flat extension cords are prohibited.
  - Damaged electrical cords will not be allowed.
  - All extension cords will be suspended seven (7) feet above the floor or working surface. Extension cords will not be fastened with staples, hung from nails, or suspended by non-insulating wire.
  - The Contractor is responsible for all cords being used at the Project Site.

- **K-4—Lockout / Tag-Out**

  - Electrical equipment or machinery shall be de-energized and rendered inoperative prior to work beginning on the equipment.
  - The electrical contractor shall be required to develop a site-specific LockOut/TagOut program for all site contractors to follow. **Lockout/tag-out shall be performed in accordance with OSHA standard (29 CFR 1910.147).**
  - The failure to follow lockout/tag-out procedures will result in immediate removal from the Project Site.
  - Unauthorized removal or tampering with locks or tags which are utilized, as part of a lockout/tag-out will result in the Corporation requiring immediate removal from the Project Site.

- **K-5—Circuits**

- Circuits with voltages greater than 110-120 volts must be identified with the actual voltage, and higher voltages shall have "danger" or "warning" signs posted.

➢ **K-6—Conductive Material**

- Fish tapes or lines made of metal or any other conductive material are prohibited. Non-conductive tapes and lines will be used in their place.

Subpart L—Scaffolds

Under certain conditions, the CM/PMF may require certification from professional engineers ("PEs") for the erection of scaffolding. (29 CFR 1910,1926)

➢ **L-1—Scaffolding Competent Person**

- Prior to beginning any scaffold erection, the Contractor shall submit, and require its subcontractors to submit, the name and credentials of its scaffolding competent person to the CM/PMF.

➢ **L-2—Scaffold Inspection**

- The Contractor shall maintain an approved scaffold inspection with a tag system on the scaffold with daily inspections and signatures of an OSHA-defined competent person.

➢ **L-3—Common Scaffolding**

- Common scaffolding shared by subcontractors must be PE-designed and the actual installation inspected and approved by a PE, at the discretion of the CM/PMF. The PE must also review the design and inspect the scaffolding prior to its next intended use by a different subcontractor.

➢ **L-4—Outriggers**

- Scaffolding with any dimension of forty-five (45) inches or more shall be equipped with outriggers.

➢ **L-5—Carpenter Bracket Scaffolds**

- Carpenter bracket scaffolds over four (4) feet in height shall be protected by standard guardrails.

➢ **L-6—Guardrails**

- All scaffolds, Baker-type, over four (4) feet in height, having a minimum horizontal dimension in either direction of forty-five (45) inches or less, shall have standard guardrails.

- Standard guardrails shall be installed on any scaffolding work level that is six (6) feet above a lower level. If a standard guardrail is not feasible, a personal fall arrest system (including, but not limited to, harness, lanyard, double lanyard, and anchor) shall be used.

➢ **L-7—Scaffold Planking**

- All scaffold planking shall be free of knots and cracks and shall completely cover the work platform. All planking used on a scaffold shall be stamped "SCAFFOLD PLANK" or "SCF PLK," and shall meet requirements of Subpart L of the OSHA Standards.

- Only planking that has been inspected prior to placement and that has had its ends color-coded "green" is permissible for scaffold planking.

- Planking that is damaged or that has not been inspected shall be color-coded "red" and cannot be used for scaffold planking.

- All scaffolds and planking shall be tagged, inspected daily, and signed off by an OSHA-defined competent person.

➢ **L-8—Elevated Work Levels**

- Debris fencing, netting, or other methods to protect personnel and property below shall be provided at all elevated work levels of scaffolding.

➢ **L-9—Toe Boards**

- Toe boards on scaffolding are required per OSHA standards (29 CFR 1926.451(h)) or as determined by the competent person.

Subpart M—Fall Protection

➢ **M-1—Personal Fall Protection System**

- Personnel working at a level exposed to a fall distance of six (6) feet or greater (or less if a fall would result in the likelihood of a serious injury or death) shall be protected by the means of a personal fall protection system. (29 CFR 1926.500-503)

➢ **M-2—Fall Prevention Controls**

- Fall prevention controls shall be based on the principles established by engineering and design techniques for elimination and prevention of fall hazards and shall be utilized above the use of personal protective equipment.

- When it is not feasible to provide fall prevention controls, workers exposed to falls shall be provided with and use a full body harness, retractable lanyards, lanyards with shock absorbers, and anchorage points as specified per OSHA standards (29 CFR 1926 Subpart M).

- **M-3—Body Belts**

  - Body belts are not permitted on the Project Site as a component of the personal fall protection system.

- **M-4—Task Specific Fall Protection Plan**

  - The Contractor shall require all subcontractors performing structural erection activities (such as pre-cast concrete and steel erection) to include in their site-specific safety plan a "Task-Specific Fall Protection Plan", which complies with the six (6) foot fall protection requirement.

- **M-5—Ladders**

  - Ladders (straight, extension, and step) shall be used only for employee access and short-duration miscellaneous light work where three (3) point contact with the ladder can be maintained. (29 CFR 1926.1050-1060, Subpart X)

  - If ladders are to be used for performing long-duration heavy work at heights six (6) feet and greater (or any height where the likelihood of a serious or fatal injury exists), the fall hazards shall be controlled through the use of a personal fall protection system.

  - Fiberglass or wood ladders only shall be used. Aluminum or other conductive portable ladders are not permitted on a Project Site.

Subpart N—Cranes, Derricks, Hoists, Elevators, and Conveyors

- **N-1—Inspections**

  - All operating engineers and other equipment operators shall present the CM/PMF with their license, which shall be kept on file with the CM/PMF.

  - A copy of the OSHA required annual inspection shall be submitted to the CM/PMF at least twenty-four (24) hours prior to the crane arriving on-site.

  - A competent person shall perform and document all manufacturer-required inspections prior to and during each use. Documentation of all manufacturer required inspections shall be maintained by the subcontractor for review by the NJSDA Safety Staff.

- **N-2—Pile Driving**

  - For School Facilities Projects, these crane requirements apply to pile driving equipment and caisson equipment.

- **N-3—Other Mobile Equipment**

- Lulls and other mobile equipment, not classified as cranes, shall be in compliance with other appropriate OSHA standards such as (29 CFR 1910.178) Powered Industrial Trucks.

- Unless a vehicle does not come with seat belts, operators at all times, no exceptions, shall wear seat belts.

➢ **N-4—Load Chart**

- Cranes must have a load chart and operations manual that is for the exact model of crane.

- The Contractor shall require its subcontractor to certify that the operator has read the operator's manual and can interpret the load chart.

- The Contractor shall require all subcontractors to certify that the operator has been advised that he/she shall not exceed the load chart.

➢ **N-5—Capacity**

- For lifts of any load that are more than 60% of a crane's rate capacity the CM/PMF shall be notified prior to the lift.

➢ **N-6—Operator Qualifications:**

- A valid New Jersey Crane Operator License is required. A copy of this license must be maintained on the job site in the Contractor's and subcontractor's central file for safety and health documentation.

- All operators must be experienced in the type of crane being used.

- An up-to-date resume detailing the operator's qualifications (including, but not limited to, years of experience and previous jobs worked on) shall be maintained in the Contractor's and subcontractor's files at the job site.

➢ **N-7—Anti-Two Blocking Device**

- All cranes operating on the construction site shall be equipped with a functioning "anti-two blocking" device.

➢ **N-8—Communications**

- There shall be two means of communications between crane operator and signal person. If the signal person is visible to the operator, then two-way radios shall serve as back up. If the signal person is <u>not</u> visible to the crane operator, then a hard-wired phone system shall be the primary means of communication with two-way radios as back up.

➢ **N-9—Soil Capacity**

- Under certain soil conditions, the NJSDA Safety Director may require that a Professional Engineer (PE) inspect and certify that the soil is capable of supporting the weight of the intended crane and the anticipated loads. The PE may require additional cribbing or other material to support the loads.

Subpart O—Motor Vehicles, Mechanized Equipment, Etc.

➢ **O-1—Riding Mobile Equipment**

- No one shall ride in a vehicle or mobile equipment unless it is designed to accommodate additional personnel. Violators shall be removed from the Project Site.

➢ **O-2—Pick-Up Trucks**

- Riding in the back of pick-up trucks shall not be allowed.

➢ **O-3—Non-Licensed Motorized Equipment**

- ATVs, golf carts, or other non-licensed, motorized equipment used to transport people and or tools/equipment shall be inspected and operated in conformance with ANSI, DOT, OSHA, and any other appropriate governing body.

Subpart P—Excavations

1.0 SCOPE

NJSDA has developed safety guidelines for all employees who work in or around open excavations to comply with the regulations required by OSHA 29 CFR 1926.650, Subpart P, Excavations.

2.0 DEFINITIONS

Competent Person - One who is capable of identifying existing and predictable hazards in the surrounding area and has the authority to take prompt, corrective actions.

Excavations - Any manmade cut, cavity, trench, or depression in an earth surface formed by earth removal.

Shoring - A structure, such as a metal, hydraulic, mechanical, or timber shoring system that supports the sides of an excavation and which is designed to prevent cave-ins.

3.0 REQUIREMENTS

Underground/overhead utilities will be located before the start of any excavation. While the excavation is open, underground installations will be protected, supported, or removed, as necessary, to protect employees. Protective systems in any excavation beyond 20 feet deep must be certified by a professional engineer.

Only competent persons will perform soil classification to determine the proper shoring or sloping of the excavation. Ramps or properly installed ladders will be accessible for proper access and egress at a minimum of every 25 foot lateral travel distance for any excavation 4 feet or more deep.

Warning Systems/Barricades

Warning systems and stop logs will be in place in areas where vehicles must approach the edge of the excavation. Employees exposed to vehicular traffic will wear high visibility warning vests.

A competent person will inspect all excavations at the beginning of each work day or after a rainstorm or other hazard-increasing occurrence. They will barricade all excavations properly at the end of each work day.

Prohibited Areas

Employees will not be allowed to:

- Enter an unsloped or unshored excavation at any time, unless the excavation is solid rock.
- Work under loads handled by lifting or digging equipment
- Work in excavations where water has accumulated, unless precautions have been taken to protect them from the hazards posed by the water

Hazardous Atmospheres

In areas where hazardous atmospheres exist or are reasonably expected to exist, such as excavations in landfill areas or where hazardous materials have been or are now stored, the atmosphere will be tested before employees are allowed to enter. Emergency rescue equipment, such as breathing apparatus, a safety harness and lifeline, and a basket stretcher, will be readily available where hazardous atmospheres exist or are likely to develop.

4.0 TRAINING

Employees will be trained at the beginning of each project involving work in or around excavations. Training will include the information on the location and extent of excavation, warning signs and barriers, required protective equipment, and specific safety procedures.

Subpart Q—Concrete and Masonry Construction

All concrete and masonry construction shall be in accordance with applicable OSHA Standards.

Dry cutting and/or grinding of concrete, masonry, brick, etc. is prohibited. NJ P.L. 1962, c.45 (c.34:5-166 et seq. and c.34:5-182) Enacted December 2004.

Subpart R—Steel Erection (and Pre-cast Concrete Erection)

➢ **R-1—Hoisting, Rigging, and Loads**

- Under certain soil conditions, the NJSDA Safety Director may require that a Professional Engineer (PE) inspect and certify that the soil is capable of supporting the weight of the intended crane and anticipated loads. The PE may require additional cribbing or material.

- A safe means of access to the level being worked on shall be maintained. Climbing and sliding on columns or diagonals are not allowed.

- Containers, buckets, bags, etc. shall be provided for storing or carrying bolts or rivets. When bolts, drift-pins, or rivet heads are being removed, a means shall be provided to prevent accidental displacement. Tools shall be secured in such a manner to prevent accidental falling.

- Lifeline attachments, dynamic fall restraints, and other fall protection provisions shall be considered during shop drawing preparation, shall be incorporated in fabricated pieces, and shall have safety lines or devices attached prior to erection wherever possible.

- A tag line of appropriate length shall be used to control all loads or portions thereof.

- For the protection of other trades on the Project, signs shall be posted in the erection area, "Danger: Men Working Overhead".

- When loads are being hoisted, all personnel are to be prevented from walking under the lift.

- No one shall be permitted to ride a load under any circumstances.

- Material shall not be hoisted to a structure unless it is ready to be put into place and secured.

- Bundles of sheets or small material shall be so secured as to prevent falling out from the rigging.

➢ R-2—Fall Protection Requirements

- The use of personal fall arrest systems shall be rigorously enforced during steel and pre-cast concrete erection.
- The contractor shall implement a site-wide 100% six (6) foot fall protection policy. This shall include all types of scaffolding, steel erection, roof installation, and all leading edge work activities..
- The exception contained within OSHA standards (29 CFR 1926.501.b.12) allowing for a written fall protection program in lieu of this requirement is not acceptable for the Project and is prohibited.

➢ R-3—Perimeter Protection

- All wire rope cable connections shall have loop connections (butt-splicing is prohibited) and will require a minimum of two (2) wire Crosby rope clips as specified in OSHA standards (29 CFR 1926.251 Subpart H, Table H-20).
- If the wire rope cable system has been designed for an anchorage point for a personal fall arrest system, at least three (3) wire rope clips must be used as specified in OSHA standards (29 CFR 1926.251 Subpart H, Table H-20).
- Any systems used for an anchorage of personal fall arrest systems shall be inspected and approved by the competent person using the cable for this purpose.
- Turnbuckles will be installed at suitable intervals to maintain the tightness of the wire rope but in no instance less than one (1) per perimeter side.
- All anchorage for the wire rope cable will be capable of withstanding a minimum of 200 pounds of force if the wire rope is used as a guardrail system or a minimum of 5,000 pounds of force per person attached if the wire rope is used as an anchorage for a personal fall arrest system.

➢ R-4—Erection Plan

- The erection subcontractor shall have a qualified person prepare a site-specific safety erection plan prior to the erection of structural members. This erection plan shall be reviewed with the CM/PMF.
- An erection subcontractor qualified person shall approve all changes in the safety erection plan.
- A copy of the erection plan shall be maintained at the job site, showing all approved changes.

- The implementation of the erection plan shall be under the supervision of a competent person.

Subpart S—Tunnels and Shafts, Caissons, Cofferdams, Etc.

All tunnels and shafts, caissons, cofferdams, etc., shall be in accordance with applicable OSHA Standards.

Subpart T—Demolition

1.0 SCOPE

NJSDA has developed guidelines for the safe demolition of structures and to comply with 29 CFR 1926, Subpart T, Demolition.

2.0 DEFINITIONS

Demolition - The act of tearing down; breaking into pieces; doing away with or placing in a very weak position.

3.0 REQUIREMENTS

The Contractor will ensure a written engineering survey will be made by a competent person to determine the structural condition of structures or equipment components and the possibility of unplanned collapse of any portion of the structure before demolition begins.

Portions of any structure that have been damaged by fire, flood, explosion, or other cause will be shored or braced and employees will not be allowed to conduct demolition when weather conditions create a hazard.

All electric, gas, water, steam, sewer, and other service lines will be capped or otherwise disconnected outside the structure before demolition work is started.

3.1 HAZARDOUS MATERIALS

The Contractor will determine if hazardous chemicals, gases, explosives, flammable materials, or similar dangerous substances have been used in or on any tanks, pipes, or other equipment or structures planned for demolition. When the presence of any such substance is apparent or suspected, testing and purging or cleaning will be performed and the hazard removed, if possible, before demolition starts. If the hazard cannot be removed before demolition, the demolition plan and work practices will be designed to minimize or eliminate the potential for exposure to employees, customers, or the public.

NJSDA will determine the chemical composition of the material planned for demolition including residues from processes. The Safety Department will assist in developing

demolition plans that will minimize exposure to contaminants and in selecting appropriate PPE to be used, such as respirators and protective clothing, as required.

Based on the review of the chemical composition of material planned for demolition, shower or eye wash or change areas may be provided for employees engaged in demolition.

3.2 FLOOR AND WALL OPENINGS

Where a hazard exists to employees of falling through wall openings, the opening will be protected by a standard guard rail or appropriate fall protection. (29 CFR 1926.500 (b))

When debris is dropped through a hole in the floor without the use of chutes, the area below will be completely enclosed with barricades at least 42 inches high and not less than 6 feet back from the edge of the floor hole. Signs warning of the hazard of falling materials must be posted at all levels. Drop areas outside the exterior walls will also be effectively protected.

3.3 DEBRIS

Debris will not be removed from areas below active demolitions. Adjacent structures will be adequately protected from falling debris. Entrances and passageways that may be occupied during the demolition process must have overhead protection capable of supporting 150 pounds per square foot.

All ladders, passageways, stairs, and incidental equipment used for access during demolition, will be periodically inspected and maintained in a safe condition.

3.4 CHUTES

All material chutes installed at an angle greater than 45^0, must be completely enclosed except for openings equipped with closures at or about floor level for insertion of materials. Material will not be placed in chutes from multiple levels simultaneously. When not in use, all chute openings, including the discharge point, will be securely closed. (1926.852,853)

Chute openings, through which workers place debris, must be equipped with a gate or barricade, meeting the requirements of a standard guardrail. When the gate is opened for use, the chute must be protected by a permanent toe board at least 4 inches high. Employees placing debris in the chute will be provided with and must use approved fall protection devices.

4.0 TRAINING

The Superintendent/Foreman or designated individual will train all employees engaged in demolition on the requirements of the demolition plan. The training will be documented on the Training Acknowledgment Form.

Subpart U—Blasting and Use of Explosives

- **U-1—State & Local Laws**

  - The authority having jurisdiction (i.e., local or state fire marshal) should be contacted by the CM/PMF in accordance with State and local laws.

Subpart V—Power Transmission and Distribution

All power transmission and distribution shall be in accordance with applicable OSHA Standards.

Subpart W—Rollover Protective Structures, Overhead Protection

All rollover protective structures and overhead protection shall be in accordance with applicable OSHA Standards.

Subpart X—Stairways and Ladders

- **X-1—Conductive Ladders**

  - Fiberglass or wood ladders only shall be used. Aluminum or other conductive portable ladders are not permitted on a Project Site.

- **X-2—Personal Fall Protection**

  - When working on/from ladders at an elevation (measured from the feet of the worker) above six (6) feet, workers are required to be protected by personal fall arrest and restraint system. Workers may ascend and descend ladders above six (6) feet elevation without personal arrest systems.

- **X-3—Stairways**

  - Stairways may only be used when the stairwell tread and guardrails are in place. Stairways, which do not have stairwell treads and railings, shall be barricaded to prevent use.

- **X-4—Tipping or Falling Exposure**

  - All extension or other ladders, except stepladders, shall be tied off.

Subpart Y—Commercial Diving Operations

All commercial diving operations shall be in accordance with applicable OSHA Standards.

Subpart Z—Toxic and Hazardous Substances

1.0 SCOPE

NJSDA has developed a policy to inform employees of the hazards associated with the chemicals they may encounter during the course of their work and to implement the regulations required by OSHA 29 CFR 1910.1200 and 1926.59, Hazard Communication.

2.0 REQUIREMENTS

All employees will be trained on the provisions of this policy before beginning work. The Superintendent/Foreman will determine which chemicals, if any, an employee may encounter during work activities and include them in the site hazard communication program.

This policy identifies the documentation that is required when hazardous chemicals are purchased, present at a worksite, and are transferred to other containers. It also identifies the recordkeeping files that will be maintained.

Chemical Inventory/MSDS

The Superintendent/Foreman will prepare an inventory of all hazardous chemicals for each construction, service, and maintenance project location. The Superintendent/Foreman will ensure a current Material Safety Data Sheet (MSDS) is available for each chemical on the list.

This list of chemicals will be kept with the MSDSs and will be readily available for employees' review.

Purchasing Hazardous Chemicals

MSDSs will be obtained whenever a new hazardous chemical is purchased.

Employees who receive a copy of an MSDS with any shipment will forward it to the Superintendent/Foreman for review, use, and filing.

Container Labeling

Each container of a hazardous chemical will be labeled, tagged, or marked with the name of the hazardous chemical and a hazard warning. Typically, labels will already convey this information as well as the name and address of the manufacturer or distributor.

If labeling must be done, the hazard warning will be in the form of a label. "HMIS Labels", or equivalent, will be used. Warning labels should be positioned so that they do not interfere with any container's existing printed material. The hazard warning label or hazard warning information may not be removed or defaced unless the container has been completely emptied.

Portable containers that hold hazardous chemicals transferred from labeled containers must also be labeled with the name of the hazardous chemical and the hazard-warning label.

Training

Employees will be trained at the beginning of each project on the chemicals planned for use and whenever a new hazard is introduced into the work area.

The Superintendent/Foreman, Site Safety Officer, or other qualified individual will present the hazard communication training program to the employees at the time of hire that will include:

- The requirements of the OSHA Hazard Communication Standard
- Discussion of operations in the work area where hazardous chemicals are present
- An explanation of the hazard warning labeling system and MSDSs
- The location and availability of the written Hazard Communication Policy, the chemical inventory, and MSDSs
- Methods and observations that may be used to detect the presence or release of hazardous chemicals in the work area
- The physical and health hazards of the chemicals in the work area
- The actions employees can take to protect themselves from these hazards

The Superintendent/Foreman will inform employees of the hazards of non-routine tasks before the operation begins.

Multi-Employer Sites

At worksites where there are other employers who may be exposed to hazardous chemicals used by General Contractor and Subcontractor personnel, the Superintendent/Foreman will inform the other employers of:

- The methods to obtain a copy of an MSDS
- Any precautionary measures that must be taken to protect employees
- The labeling system used at the worksite

At worksites where NJSDA personnel may be exposed to hazardous chemicals used by other employers, the Superintendent/Foreman will obtain this information from the other employer.

11.0 Waste Disposal

This section contains only requirements as applied to disposal of construction supplies and materials. Nothing in this section shall be interpreted to limit or replace any federal, State, or local EPA requirements or standards.

- A Contractor who creates, may be expected to create, or could accidentally create a material that could be classified to be hazardous waste shall provide to the CM/PMF a copy of their EPA disposal number and other pertinent information.
- All hazardous waste, or waste that could be considered hazardous waste, as determined by the methodology and definitions from environmental regulators, will be stored and collected in special areas and disposed of as directed by the CM/PMF.
- No material is to be abandoned on a Project Site. If material found on a Project Site can be traced to a General Contractor that will be responsible for all expenses involved in collecting, moving, cleaning, and disposing of all material in the area where the material was abandoned.
- Should a potentially hazardous condition be discovered the GC shall immediately notify the CM/PMF, NJSDA Project Manager, and NJSDA Safety Coordinator.

FORMS INDEX

FORM "A" REPORT OF UNSAFE ACTS OR CONDITIONS

FORM "B" PROJECT SAFETY PROGRAM (7 pages)

FORM "C-1" SUPERVISOR'S INCIDENT INVESTIGATION REPORT – Worker's Compensation

FORM "C-2" SUPERVISOR'S INCIDENT INVESTIGATION REPORT – General Liability

FORM "C-3" SUPERVISOR'S INCIDENT INVESTIGATION REPORT – Builder's Risk

FORM "D" SAFETY INSPECTION CHECKLIST (3 pages)

FORM "E" TOOLBOX TALK REPORT

FORM "F" CONFINED SPACE ENTRY PERMIT (2 pages)

FORM "G" HOT WORK PERMIT

FORM "H" JOB SAFETY ANALYSIS/TASK HAZARD ANALYSIS/JOB HAZARD ANALYSIS

FORM "I" ACCEPTANCE OF SITE-SPECIFIC HEALTH AND SAFETY PLAN

FORM "J" SAFETY DOCUMENT SUBMITTAL LOG AND CHECKLIST

SDA

NJ SCHOOLS DEVELOPMENT AUTHORITY

NJSDA Form A

Report of Unsafe Acts or Conditions

Project/Site _____ Contract No.: _____

School District: _____ Date: _____

Time of Day: _____

Location of Unsafe Act/Condition:

_____

_____

_____

Existing Condition that You Feel is Unsafe:

_____

_____

_____

_____

Unsafe Act:

_____

_____

_____

Contractor: _____

Reported to: _____

Name (Optional): _____

Phone Number (Optional): _____

SDA

NJ SCHOOLS DEVELOPMENT AUTHORITY

NJSDA Form B

SAMPLE SITE SPECIFIC SAFETY PROGRAM

NOTICE: *This template shall be utilized to develop your own Site Specific Safety Program.*

PROJECT NAME

CONTRACT NUMBER

SCHOOL DISTRICT

CONTRACTOR NAME

DATE

FIELD SUPERVISOR ASSIGNED TO THIS PROJECT
NAME:
OFFICE AND CELL NUMBERS:

SAFETY COORDINATOR ASSIGNED TO THIS PROJECT
NAME:
OFFICE AND CELL NUMBERS:

EMERGENCY CONTACT INFORMATION

IN CASE OF AN EMERGENCY CALL 911

FIRE DEPARTMENT CALL 911

POLICE DEPARTMENT CALL 911

EMERGENCY MEDICAL ASSISTANCE CALL 911

OTHER EMERGENCY CONTACTS

Fire: Routine # _____

Police: Routine # _____

Hospital: Name _____

Directions to Hospital:

_____

_____

_____

Additional Emergency Phone Contacts (during daytime only):

Chemtrec.....1-800-424-9300
Agency for Toxic Substances and Disease Registry (ATSDR).....1-888-42-ATSDR or 1-888-422-8737
ATF (Explosives).....1-888-283-2662
National Response Center.....1-800-424-8802
Pesticide Information Service.....1-800-222-1222
Resource Conservation and Recovery Act (RCRA) Hotline.....1-800-424-9346
National Poison Control Center.....1-800-942-5969
U.S. DOT.....1-202-366-0656

Contractor's Primary Contact: _____

Name/Phone #/Pager #/Cell # _____

Contractor's Secondary Contact: _____

INTRODUCTION:

The purpose of this SSHSP is to set forth, in an orderly and logical fashion, appropriate health and safety procedures to be followed during onsite construction activities at all School Facilities Projects.

During the performance of the task to be performed, this SSHSP identifies potential hazards that Contractor or subcontractor personnel may be exposed to. No personnel shall participate on this job site without having read this plan in its entirety. This plan has been developed to be as complete as possible; however, should conditions dictate revisions or additions to this plan, amendments shall be drafted, added, and distributed as required by the Corporation. This plan works in concert with OSHA standards, CFR 1926, Environmental Protection Agency regulations, National Fire Protection Association Codes, and any other applicable codes stated in the Contract. It shall be the Contractor's responsibility to ensure that all of its subcontractors comply with the provisions set forth in this plan.

STATEMENT OF COMPANY'S SAFETY GOALS AND OBJECTIVES:

_____

_____

_____

_____

GENERAL DESCRIPTION OF PROJECT SCOPE:

_____

_____

_____

_____

EMPLOYEE AWARENESS OF SAFETY: Describe methods used to foster or promote employee awareness of health and safety matters (e.g. safety meetings, incentives, etc.)

_____

_____

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SITE COMPLIANCE: Provide a general management plan for the SSHSP, including the names and assigned responsibilities of persons that ensure compliance at the worksite:

_____

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SUBPART D – OCCUPATIONAL HEALTH AND ENVIRONMENTAL CONTROLS

Are there any special environmental conditions that require special attention.

Identify any radiation that may exist as part of your work, including but not limited to, any laser technology and/or any testing equipment.

COMMENTS:

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PROPOSED CONTROLS: (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazard identified above.)

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COMPETENT PERSONS: As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

Competent Person(s)

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Subcontractor(s): (List all trades working on this activity.)

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SUBPART E – PERSONAL PROTECTIVE EQUIPMENT (PPE)

Identify if there are any special conditions that require unusual apparatus, additional PPE (respiratory, overhead, chemical concerns, etc.).

COMMENTS:

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PROPOSED CONTROLS: (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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COMPETENT PERSONS: As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

Competent Person(s)

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Subcontractor(s): (List all trades working on this activity.)

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SUBPART F – FIRE PROTECTION AND PREVENTION

Identify areas where extinguishers, entry of fire department, collaboration of fire department and site, storage of tanks, etc., must be considered. Discuss fire protection of existing facilities.

COMMENTS:

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PROPOSED CONTROLS: (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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Competent Person(s)

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Subcontractor(s): (List all trades working on this activity.)

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SUBPART G – SIGNS, SIGNALS, AND BARRICADES

Identify any signage, such as directional, entry, labeling, hazmat, storage, fencing, etc. This shall include any areas that need to be barricaded. Also provide a Sidewalk Bridging Plan, if applicable.

COMMENTS:

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PROPOSED CONTROLS: (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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COMPETENT PERSONS: As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

Competent Person(s)

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Subcontractor(s): (List all trades working on this activity.)

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SUBPART H – MATERIALS HANDLING, STORAGE, USE, AND DISPOSAL

Identify any special conditions that exist such as contaminated materials, handling of material around occupied spaces on and off site, placement of disposal area, etc. Include discussion of trucking routes to and from site as applicable.

COMMENTS:

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PROPOSED CONTROLS: (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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COMPETENT PERSONS: As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

Competent Person(s)

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Subcontractor(s): (List all trades working on this activity.)

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SUBPART I – TOOLS–HAND AND POWER

Identify any special conditions that apply.

COMMENTS:

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PROPOSED CONTROLS: (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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COMPETENT PERSONS: As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

Competent Person(s)

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Subcontractor(s): (List all trades working on this activity.)

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SUBPART J – WELDING AND CUTTING

Identify any special conditions that apply.

COMMENTS:

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PROPOSED CONTROLS: (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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Competent Person(s)

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Subcontractor(s): (List all trades working on this activity.)

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SUBPART K – ELECTRICAL

Identify any specific site conditions relative to power entering the job site and temporary power locations. Also include discussions relative to transformers, overhead power lines, high-tension power lines, etc.

COMMENTS:

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PROPOSED CONTROLS: (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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COMPETENT PERSONS: As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

Competent Person(s)

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Subcontractor(s): (List all trades working on this activity.)

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SUBPART L – SCAFFOLDS

Submit Scaffolding Plan in sketch form to PMF and NJSDA.

COMMENTS:

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PROPOSED CONTROLS: (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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COMPETENT PERSONS: As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

Competent Person(s)

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Subcontractor(s): (List all trades working on this activity.)

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SUBPART M – FALL PROTECTION

Identify any special conditions that may apply

COMMENTS:

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PROPOSED CONTROLS: (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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COMPETENT PERSONS: As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

Competent Person(s)

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SUBCONTRACTOR(S): (List all trades working on this activity.)

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SUBPART N – CRANES, DERRICKS, HOISTS, ELEVATORS, AND CONVEYORS

Identify any special conditions that apply.

COMMENTS:

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PROPOSED CONTROLS: (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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COMPETENT PERSONS: As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

Competent Person(s)

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SUBCONTRACTOR(S): (List all trades working on this activity.)

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SUBPART O – MOTOR VEHICLES, MECHANIZED EQUIPMENT, ETC.

Identify any special conditions that apply.

COMMENTS:

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PROPOSED CONTROLS: (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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COMPETENT PERSONS: As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

Competent Person(s)

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SUBCONTRACTOR(S): (List all trades working on this activity.)

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SUBPART P – EXCAVATIONS

Identify any special materials or applications such as, cofferdams, sheeting, shoring, etc.

COMMENTS:

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PROPOSED CONTROLS: (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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COMPETENT PERSONS: As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

Competent Person(s)

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SUBCONTRACTOR(S): (List all trades working on this activity.)

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SUBPART Q – CONCRETE AND MASONRY CONSTRUCTION

Identify any special conditions that apply.

COMMENTS:

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PROPOSED CONTROLS: (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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COMPETENT PERSONS: As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

Competent Person(s)

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SUBCONTRACTOR(S): (List all trades working on this activity.)

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SUBPART R –STEEL ERECTION (AND PRECAST CONCRETE ERECTION)

Provide erection sequences and crane locations as a part of the Site Logistics Plan. Identify special soil conditions that may have an impact on bearing capacity for erection equipment. If available, provide Site Logistics Plan.

COMMENTS:

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PROPOSED CONTROLS: (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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COMPETENT PERSONS: As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

Competent Person(s)

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SUBCONTRACTOR(S): (List all trades working on this activity.)

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SUBPART S – TUNNELS AND SHAFTS, CAISSONS, COFFERDAMS, ETC.

Identify if this section applies or not.

COMMENTS:

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PROPOSED CONTROLS: (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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COMPETENT PERSONS: As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

Competent Person(s)

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SUBCONTRACTOR(S): (List all trades working on this activity.)

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SUBPART T – DEMOLITION

Identify demolition required in and outside of occupied spaces. Identify specific environmentally hazardous materials that may be encountered, such as underground storage tanks (UST), etc.

COMMENTS:

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PROPOSED CONTROLS: (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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COMPETENT PERSONS: As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

Competent Person(s)

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SUBCONTRACTOR(S): (List all trades working on this activity.)

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SUBPART U – BLASTING AND USE OF EXPLOSIVES

Identify if this section applies. If it applies, provide specifics.

COMMENTS:

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PROPOSED CONTROLS: (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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COMPETENT PERSONS: As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

Competent Person(s)

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SUBCONTRACTOR(S): (List all trades working on this activity.)

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SUBPART V – POWER TRANSMISSION AND DISTRIBUTION

Identify any specific site conditions relative to power entering the job site and temporary power locations. Also include discussions relative to transformers, overhead power lines, high-tension power lines, etc.

COMMENTS:

_____

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PROPOSED CONTROLS: (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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COMPETENT PERSONS: As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

Competent Person(s)

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SUBCONTRACTOR(S): (List all trades working on this activity.)

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SUBPART W – ROLLOVER PROTECTIVE STRUCTURES, OVERHEAD PROTECTION

Identify any special conditions that apply.

COMMENTS:

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PROPOSED CONTROLS: (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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COMPETENT PERSONS: As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

Competent Person(s)

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SUBCONTRACTOR(S): (List all trades working on this activity.)

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SUBPART X – STAIRWAYS AND LADDERS

Identify any special conditions that apply.

COMMENTS:

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PROPOSED CONTROLS: (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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COMPETENT PERSONS: As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

Competent Person(s)

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SUBCONTRACTOR(S): (List all trades working on this activity.)

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SUBPART Y – COMMERCIAL DIVING OPERATIONS

Identify any special conditions that apply

COMMENTS:

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PROPOSED CONTROLS: (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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COMPETENT PERSONS: As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

Competent Person(s)

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SUBCONTRACTOR(S): (List all trades working on this activity.)

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SUBPART Z – TOXIC AND HAZARDOUS SUBSTANCES

Identify special and/or unusual substances that may be required as part of this project.

COMMENTS:

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PROPOSED CONTROLS: (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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COMPETENT PERSONS: As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

Competent Person(s)

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SUBCONTRACTOR(S): (List all trades working on this activity.)

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NJSDA Form 1108
NJSDA Form C-1

SDA
NJ SCHOOLS DEVELOPMENT AUTHORITY

NJ Schools Development Authority OCIP
Worker's Compensation
SUPERVISOR'S INCIDENT INVESTIGATION REPORT

Incident Date: _____ Time: _____ Place: _____

EMPLOYEE INFORMATION: (Complete one report for each Employee involved)

Name: _____ DOB: _____
Address: _____
Home Telephone: _____ Occupation: _____
How long was Employee performing this operation/job: _____
Employer: _____

INCIDENT INFORMATION:

Describe in detail how incident occurred: _____

_____

What was Employee doing at time of incident: _____

_____

Were activities part of the job? Yes ☐ No ☐ If no, describe further _____

Were photos taken? Yes ☐ No ☐ By whom: _____

Name, address and phone number of all witnesses to the incident (use separate sheet if necessary):

_____

_____

Any contributing factors to incident, i.e. Equipment/tools, unsafe acts of employee, or other:

_____

Did the incident result in an injury? Yes ☐ No ☐ If no, skip Injury Information Section

INJURY INFORMATION:

Describe nature and extent of injury: _____
Was first aid given? Yes ☐ No ☐ When and by whom? _____
Was injured transported via ambulance? Yes ☐ No ☐ When and by whom? _____
I decline medical treatment at this time: _____
(Employee's Signature)

Comments: _____

_____

Prepared By: _____
Company Name By: _____
Supervisor's Name (Please Print): _____
Supervisor's Signature: _____
Date: _____

NJSDA Form 1109
NJSDA Form C-2

SDA

NJ SCHOOLS DEVELOPMENT AUTHORITY

NJ Schools Development Authority OCIP
General Liability
SUPERVISOR'S INCIDENT INVESTIGATION REPORT

Incident Date: _____ Time: _____ Place: _____

CLAIMANT INFORMATION: ***(Complete one report for each individual involved)***
Name: _____ DOB: _____
Address: _____
Home Telephone: _____ Work Telephone: _____
If auto accident, request insurance information:
Carrier: _____ Policy Number: _____

INCIDENT INFORMATION:
Describe in detail how incident occurred:

_____

_____

Name of project employees/employer at incident: _____
Witness: (Provide name, address, & phone number) _____

_____

_____

INJURY INFORMATION:
Does claimant allege injuries? Yes ☐ No ☐
Describe injury: _____
Medical treatment requested? Yes ☐ No ☐ By ambulance? Yes ☐ No ☐

PROPERTY DAMAGE INFORMATION:
Describe damaged property: (i.e. make, model of vehicle, type of equipment) _____

_____

_____

Give name, address, and phone number of owner of property (if different from above):

_____

_____

Were photos taken? Yes ☐ No ☐ By whom: _____
Police Notified? Yes ☐ No ☐ Report or file no.: _____
Comments: _____

_____

Prepared By: _____
Company Name By: _____
Supervisor's Name (Please Print): _____
Supervisor's Signature: _____
Date: _____

SDA
NJ SCHOOLS DEVELOPMENT AUTHORITY

NJ Schools Development Authority OCIP
Builders Risk
SUPERVISOR'S INCIDENT INVESTIGATION REPORT

Incident Date: _____ Time: _____ Place: _____

INCIDENT INFORMATION:
Describe in detail how incident occurred:

_____

_____

Name of project employees/employer at incident: _____

Witness: (Provide name, address, & phone number) _____

_____

_____

PRIMARY CAUSE:

What condition or act caused the accident:

_____

_____

_____

Recommended correction action: _____

_____

_____

Equipment Involved: _____

Amount of Loss: _____

Were photos taken? Yes ☐ No ☐ By whom: _____
Police Notified? Yes ☐ No ☐ Report or file no.: _____
Comments: _____

_____

Prepared By: _____
Company Name By: _____
Supervisor's Name (Please Print): _____
Supervisor's Signature: _____
Date: _____

SDA

NJ SCHOOLS DEVELOPMENT AUTHORITY

SAFETY INSPECTION CHECKLIST

Contractor: _____

Project Management Firm: _____

Project/Site: _____ **Contract No.:** _____

School District: _____ **Date:** _____

Inspector: _____

Tradesmen On-Site:

_____

_____

_____

_____

_____

_____

Current Work Status:

_____

_____

_____

_____

_____

_____

Accident/Incidents Since Last Visit:

_____

_____

_____

_____

_____

_____

Summary of Safety Activities:

_____

_____

_____

_____

_____

_____

OBSERVATIONS	YES	NO	COMMENTS
Orientation			
8' High Fence			
Separation Construction/Schools Facilities			
Tool Box Safety Meetings			
C-Emergency Evacuation Plans			
C-Safety Documentation			
C-Exterior Housekeeping			
C-Interior Housekeeping			
D-First Aid			
D-Adequate Lighting			
D-Safety Communication Program			
D-Hazard Communication Program			
E-Personnel Safety Equipment			
F-Adequate Fire Extinguishers			
G-Adequate Signage			
I-Hand/Power Tool Safety Compliance			
J-Welding/Cutting/Hot Work Safety Compliance			
K-Lock Out/Tag Out Procedure Compliance			
K-Temporary Lights & Power Compliance			
K-GFCI & Power Cord Inspection Compliance			
L-Scaffold Safety Requirement Compliance			
L-Scissor & Aerial Lift Requirement Compliance			
M-Perimeter Fall Protection Compliance			
M-Interior Shaft & Opening Protection Compliance			
N-Crane & Derrick Safety Requirement Compliance			
O-Motor Vehicle Safety Requirement Compliance			
O-Mechanical Equipment Safety Requirement Compliance			
P-Excavation & Trenching Safety Compliance			
Q-Concrete and Masonry Safety Compliance			
R-Steel Erection Safety Compliance			
T-Demolition Safety Compliance			
U-Blasting & Explosives Safety Compliance			
X-Stair Safety Compliance			
X-Ladder Safety Compliance			
Z-Environmental & Toxic Substance Safety Compliance			
Inspect for Equipment Operator License			
Inspect for Equipment Training Certificate			

Inspection Comments:

Inspector: _____ Date: _____
(Signature) *(Print)*

FIRM/SDA: _____

Please Attach Additional Pages as Needed

I hereby certify that all of the above representatives are true and accurate

CM/PMF Rep _____ **Date:** _____
(Signature) *(Print)*

GC Rep: _____ **Date:** _____
(Signature) *(Print)*

SDA

NJ SCHOOLS DEVELOPMENT AUTHORITY

TOOLBOX TALK REPORT

PROJECT/SITE: _____

CONDUCTED BY: _____ **FIRM:** _____

TOPIC: _____

ADDITIONAL TOPICS: _____

COMMENTS: _____

_____

MEETING ATTENDANCE ***(SIGN AND PRINT YOUR NAME TO THE RIGHT)***

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____

SDA

NJ SCHOOLS DEVELOPMENT AUTHORITY

CONFINED SPACE ENTRY PERMIT

SPECIAL WORK PERMITS MUST BE ATTACHED
THIS PERMIT TO BE COMPLETED BY ENTRY SUPERVISOR

Contractor Name: _____

School District: _____ **Project/Site:** _____

Purpose: _____

_____

_____

Date: _____ **Start Time:** _____ **Finish Time:** _____

PRE-ENTRY CHECKLIST

		Yes	No	NA
1.	Space cleaned, drained, and cooled?			
2.	Energy sources at zero state?			
	Electrical systems disabled and locked out-tagged?			
	Heating/cooling system disabled?			
	Pneumatic, spring, gravity, hydraulic, & other energy sources brought to zero state?			
3.	Valves & all lines to the confined space broken & tagged or blanked and tagged?			
4.	Is hot work to be allowed in CS? If yes, attach Hot Work Permit.			
5.	Are Any chemicals anticipated to be in CS?			
	If yes, list chemicals anticipated to be in CS? _____			
6.	Surrounding area also checked for flammable gases?			
7.	Tested for toxic chemicals and okay?			
8.	Oxygen & flammable testing devise to be left in the confined space?			
	If no, why? _____			
9.	Attendant assigned & properly instructed? **NOTE: DO NOT PROCEED WITHOUT ATTENDANT**			
10.	Employees in the immediate area alerted to help, if needed?			
11.	Fresh air blower provided?			
12.	Rescue harness provided & to be worn?			
	If no, why? _____			
13.	Life line attached & lifting pulley in place?			
14.	Rescue equipment on the job, extra rope, harness, breathing equipment & alarm?			
15.	Supplied air breathing equipment required to be worn inside the confined space?			
	If no, why? _____			
16.	Other protective equipment required to be worm inside the confined space?			
17.	Oxygen & flammable gas test made and okay?			
18.	Adequate work area must be provided around CS. Is this area barricaded/guarded?			

19. Communication method to be used: _____
20. List any hazards of CS not covered above: _____
21. Remarks: _____

CONFINED SPACE ENTRY PERMIT

SPECIAL WORK PERMITS MUST BE ATTACHED
THIS PERMIT TO BE COMPLETED BY ENTRY SUPERVISOR

Contractor Name: _____
School District: _____ **Project/Site:** _____
Purpose: _____

_____

_____

Date: _____ **Start Time:** _____ **Finish Time:** _____

Atmospheric check made prior to entry? Checks must be made in the following order:

A.	% Oxygen: Limit 19.5-23.5%	Reading:	_____	Time: _____
B.	% Explosive: Limit to enter is zero	Reading:	_____	Time: _____
C.	Toxins: H_2S; Limit < 19 PPM	Reading:	_____	Time: _____
D.	CO; limit <35 PPM	Reading:	_____	Time: _____

Tester's Name: _____

I CERTIFY THAT ALL NECESSARY PRECAUTIONS HAVE BEEN TAKEN TO MAKE THIS CONFINED SPACE SAFE FOR ENTERING & CARRYING ON PRESCRIBED WORK DURING SPECIFIED TIME ABOVE.

_____ _____ _____
Formen's Signature Date Time

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NJ SCHOOLS DEVELOPMENT AUTHORITY

HOT WORK PERMIT

School District: _____ **Project/Site:** _____

TIME HOT WORK ALLOWED: _____ **TO:** _____ **DATE:** _____

JOB DESCRIPTION: _____

TYPE OF WORK

- ☐ ELECTRIC WELDING
- ☐ CHISELING
- ☐ GRINDING
- ☐ BRAZING
- ☐ SOLDERING
- ☐ GAS WELDING.BURNING
- ☐ OTHER _____
- ☐ MELTING POT
- ☐ RED HEADING
- ☐ POWER GUN
- ☐ HAMMERING
- ☐ DRILLING

ALARMS MUST BE CUT OFF	☐ YES	☐ NO
CUT OFF BLDG. SPRINKLERS	☐ YES	☐ NO
FIRE WATCH REQUIRED	☐ YES	☐ NO
VAPOR/GAS COMBUSTION TEST REQUIRED	☐ YES	☐ NO

PERSON DOING THE WORK MUST CHECK ITEMS & SIGN BELOW

HAND FIRE EXTINGUISHER IN AREA	☐ YES	☐ NO
COMBUSTIBLE MATERIALS REMOVED FROM AREA	☐ YES	☐ NO
COMBUSTIBLE MATERIALS REMOVED FROM AREA BELOW	☐ YES	☐ NO
ALL FLAMMABLE LIQUIDS REMOVED FROM AREA	☐ YES	☐ NO
ALL FLAMMABLE GAS SHUT-OFF AND ISOLATED	☐ YES	☐ NO
WELDING SCREENS POSITIONED WHERE NEEDED	☐ YES	☐ NO
SHEATHING PROVIDED WHERE NEEDED	☐ YES	☐ NO
WELDING CABLES & HOSES OUT OF TRAVEL AREAS OR SECURED AT LEAST 7' OVERHEAD	☐ YES	☐ NO
VAPOR COMBUSTION TEST CONDUCTED	☐ YES	☐
VAPOR COMBUSTION TEST CONDUCTED WHERE NECESSARY	☐ YES	☐ NO

IF TESTED, WHO CONDCUTED TEST? _____

TEST RESULTS _____

USING PIPE AS REQUIRED ON SPECIAL WORK PERMIT ☐ YES ☐ NO

_____

(SIGNATURE OF PERSON PERFORMING THE HOT WORK)

APPROVALS (SIGNATURES)

SHIFT	CONTRACTOR'S FOREMAN
DAY	
SWING	
NIGHT	

THE PERSON PERFORMING THE HOT WORK MUST INSURE THAT:

1. SPARKS AND MOLTEN SLUGS OF METAL MUST BE CONFINED TO THE WORK AREA AND KEPT FROM FALLING INTO OR ENTERING OTHER AREAS.
2. WHEN USING HAND TOOLS FOR DRILLING OR CHIPPING IN HAZARDOUS AREAS, USE SPARK-PROOF TOOLS OR KEEP TOOLS LUBRICATED WITH WATER OR OTHER ADEQUATE MATERIAL TO REDUCE RISK OF SPARKS.
3. WHEN USING AIR OR ELECTRIC DRILLS IN HAZARDOUS AREAS, WATER OR OIL MUST BE KEPT ON BIT TO PREVENT SPARKS.
4. WHEN CUTTING OR CHIPPING CONCRETE FLOOR, ETC., KEEP CONCRETE WET.
5. THE PERSON DOING THE WORK MUST ENSURE BEFORE LEAVING THE AREA THAT THERE IS NO DANGER OF A FIRE BEING STARTED AS RESULT OF THE WORK.
6. ANY WORKER WHO LEAVES THE JOBSITE FOR ANY REASON MUST CHECK UPON RETURN TO SEE THAT NO HAZARDOUS CONDITIONS HAVE DEVELOPED DURING THE ABSENCE.
7. PERMIT BECOMES VOID IF:
   A. HOT WORK IS DELAYED FOR AN HOUR OR MORE;
   B. AN EMERGENCY ALARM SOUNDS FOR THE AREA; AND
   C. A FIRE OCCURS IN THE AREA.
8. WHEN "HOT WORK" JOB IS FINISHED, ASSURE THAT ANY FIXED FIRE PROTECTION SYSTEM (SUCH AS SPRINKLERS, ALARMS, SMOKE DETECTORS, ETC.) THAT WERE TURNED OFF ARE NOW RETURNED TO OPERABLE CONDITION. COORDINATE THIS THROUGH THE PLANT'S FIRE BRIGADE CHIEF OR THE SAFETY REPRESENTATIVE WHERE APPLICABLE .
9. THIS TAG MUST BE POSTED AT WORK SITE THEN RETURNED TO THE SITE SAFETY REPRESENTATIVE

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JOB SAFETY ANALYSIS/TASK HAZARD ANALYSIS

Company/Organization:	Job Title/Description:		Date:
			Page: _____ of _____
	Trade:	Supervisor:	Analysis By:
	Location:		Reviewed By:
Required and/or Recommended PPE:			Approved By:

Sequence of Basic Job Steps	Potential Hazards	Recommended Action or Procedure
1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		
9)		
10)		
11)		

SDA

NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY
1 WEST STATE STREET
P.O. BOX 991
TRENTON, NJ 08625-0991
609-943-5955

NJSDA FORM I

ACCEPTANCE OF SITE-SPECIFIC HEALTH AND SAFETY PLAN

I have reviewed and accepted the General Contractor (GC) Site-Specific Health and Safety Plan (SSHASP) submittal and find it to be compliant with all Federal (OSHA), State (NJSDA Safety Manual and Owner Controlled Insurance Program) regulations, policies and procedures.

Project Name: _____ Project Number: _____

Project Management Firm (CM/PMF): _____

CM/PMF Representative: _____

Date of Acceptance: _____

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NJ SCHOOLS DEVELOPMENT AUTHORITY

SAFETY DOCUMENT SUBMITTAL LOG AND CHECKLIST

	Yes	No
Written Site Specific Safety and Health Plans for contractors and subcontractors;	☐	☐
Hazard communication program, including current Material Safety Data Sheets;	☐	☐
Contractor and Subcontractor daily job site safety inspection reports, including documentation o corrective measures;	☐	☐
Documentation of weekly "toolbox" safety meetings, including names of employees and topics;	☐	☐
Accident investigation reports, including "near-miss' incidents;	☐	☐
Competent person qualifications and identification;	☐	☐
OSHA Forms 300 and 300a;	☐	☐
Job Hazard Analysis;	☐	☐
Copies of weekly safety inspection reports;	☐	☐
Progress/Coordination Meeting minutes; and	☐	☐
Any other safety documents required by contract.	☐	☐
Section 4.0 of the SDA Safety Manual, 'Safety Related Meetings and Training', identifies the safet related meetings to be conducted by the Project Management Firm, General Contractor, and subcontractors. The Manual specifies that the General Contractor should maintain documentation of the specific meeting, content and attendance for the following project safety meetings:		
Safety Orientation Training/Meeting;	☐	☐
Toolbox Safety Meetings;	☐	☐
Progress/Coordination Meetings;	☐	☐
Weekly Safety Meeting;	☐	☐
Pre-Shift Hazard Recognition Training/Meeting:	☐	☐
Worker's Compensation, Builder's Risk, and General Liability Review and Management Meetings and	☐	☐
Required Training by Trade.	☐	☐

PROJECT LABOR AGREEMENT

NEW JERSEY SCHOOLS CONSTRUCTION
CORPORATION PROJECTS

February 28, 2003

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NEW JERSEY SCHOOLS CONSTRUCTION CORPORATION

PROJECT LABOR AGREEMENT

ARTICLE 1 - PREAMBLE

WHEREAS, The NEW JERSEY SCHOOLS CONSTRUCTION CORPORATION, on behalf of itself, and Project Management Firms acting as Construction Managers, and reflecting the objectives of the New Jersey Schools Construction Corporation (SCC), as Owner, desires to provide for the efficient, safe, quality, and timely completion of a construction project for the School Construction Program in a manner designed to afford lower reasonable costs to the SCC and the Owner, and the Public it represents, and the advancement of public policy objectives;

WHEREAS, this Project Labor Agreement will foster the achievement of these goals, inter alia by:

(1) ensuring a reliable source of skilled and experienced labor;

(2) standardizing the terms and conditions governing the employment of labor on the Project;

(3) permitting wide flexibility in work scheduling and shift hours and times; from those which otherwise might obtain;

(4) receiving negotiated adjustments as to work rules and staffing requirements from those which otherwise might obtain;

(5) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;

(6) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes, and promote labor harmony and peace for the duration of the Projects.

(7) furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry;

(8) expediting the construction process;

and, **WHEREAS,** the signatory Unions desire the stability, security and work opportunities afforded by a Project Labor Agreement;

and **WHEREAS,** the Parties desire to maximize Project safety conditions for both workers and the public,

NOW, THEREFORE, the Parties enter into this Agreement:

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") entered into by and between the SCC and its successors and assigns, General Contractors to be named, for certain construction work to be performed on school construction performed pursuant to the "Educational Facilities Construction and Financing Act" in the State of New Jersey and by the New Jersey Building and Construction Trades Council, AFL-CIO, on behalf of itself and its affiliates and members.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the Union party and the Building Trades Council are referred to singularly and collectively as "the Union(s)" where specific reference is made to "Local Unions" that phrase is sometimes used; the term "Contractor(s)" shall include the Project Management Firm and all signatory contractors, and their subcontractors of whatever tier, engaged in on-site Project construction work within the scope of this Agreement as defined in Article 3; Schools Construction Corporation (SCC) is referenced as (Owner); the New Jersey

Building and Construction Trades Council, AFL-CIO is referenced as the BTC, and the work covered by this Agreement (as defined in Article 3) is referred to as the "Project".

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

The Agreement shall not become effective unless executed by the BTC, the PMF, and the General Contractor and will remain in effect until the completion of the Program or until 1/1/2010.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all signatory Unions and the Project Management Firms and all signatory Contractors performing on-site Project work, including site preparation and staging areas, as defined in Article 3. The Contractors shall include in any subcontract that they let, for performance during the term of this Agreement, a requirement that their subcontractors, of whatever tier, become signatory and bound by this Agreement with respect to subcontracted work performed within the scope of Article 3. This Agreement shall be administered by the PMF's on behalf of all Contractors.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements appended hereto as Schedule A represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. It is further understood that neither the PMF nor any Contractor shall be required to sign any other agreement as a condition of performing work on this Project. No practice, understanding or agreement between a Contractor and Local Union, which is not explicitly set forth in this Agreement shall be binding on this Project unless endorsed in writing by the PMF.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The PMF and any Contractor shall not be liable for any violations of this Agreement by any other Contractor and the BTC and Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. THE CONSTRUCTION PROJECT MANAGER

The SCC shall require in its bid specifications for all work within the scope of Article 3 that all successful bidders, and their subcontractors of whatever tier, become bound by, and signatory to, this Agreement. The SCC is not a party to and shall not be liable in any manner under this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the SCC in determining which Contractors shall be awarded contracts for Project work. It is further understood that the SCC has sole discretion at any time to terminate, delay or suspend the work, in whole or part, on this Project.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be made available to, and will fully apply to any successful bidder for Project work who becomes signatory thereto, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor or PMF, which is performed at any location other than the Project site, as defined in Article 3, Section 1.

ARTICLE 3 - SCOPE OF THE AGREEMENT

The Project work covered by this Agreement shall be as defined and limited by the following sections of this Article.

SECTION 1: THE WORK

This Agreement shall apply to all school construction conducted by NJ Schools Construction Corporation pursuant to the "Educational Facilities and Construction Act" in the State of New Jersey. This scope of work may be amended time to time by the SCC to include work not performed under the "Educational Facilities and Construction Act"

The scope of work is confined to the on-site Project work contained in the scope of the General Contractor's final construction contract.

SECTION 2. EXCLUDED EMPLOYEES

The following persons are not subject to the provisions of this Agreement, even though performing work on the Project:

a. Superintendents, supervisors (excluding superintendents and general supervisors and forepersons specifically covered by a craft's Schedule A), engineers, inspectors and testers (excluding divers specifically covered by a craft's Schedule A), quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, non-manual employees, and all professional, engineering, administrative and management persons;

b. Employees of Owner or any State agency, authority or entity or employees of any municipality or other public employer;

c. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery, unless such offsite

operations are covered by the New Jersey Prevailing Wage Act by being dedicated exclusively to the performance of the public works contract or building project and are adjacent to the site of work, or involved in deliveries to and from the Project site, excepting local deliveries of all major construction materials including fill, ready mix, asphalt and Item 4 which are covered by this Agreement.

d. Employees of the PMF or General Contractor, excepting those performing manual, on-site construction labor who will be covered by this Agreement;

e. Employees engaged in on-site equipment warranty.

f. Employees engaged in geophysical testing (whether land or water) other than boring for core samples;

g. Employees engaged in laboratory or specialty testing or inspections;

h. Employees engaged in ancillary Project work performed by third parties such as electric utilities, gas utilities, telephone utility companies, and railroads.

SECTION 3. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor or of PMF, which do not perform work at this Project. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the owners, the PMF and/or any Contractor. The Agreement shall further not apply to the Owner or any other state or county agency, authority, or other municipal or public entity and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees of any other state authority, agency or entity and its employees from performing on or off-site work related to the Project. As the contracts which comprise the Project work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the General Contractor for performance under the terms of this Agreement.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing on-site Project work within the scope of this Agreement as defined in Article 3.

SECTION 2. UNION REFERRAL

A. The Contractors agree to hire Project, craft employees covered by this Agreement through the job referral systems and hiring halls (where the referrals meet the qualifications set forth in items 1,2, and 4 subparagraph B) established in the Local Unions' area collective bargaining agreements (attached as Schedule A to this Agreement).

Notwithstanding this, the Contractors shall have sole rights to determine the competency of all referrals; the number of employees required (except with regard to piledriving); the selection of employees to be laid-off (subject to the applicable procedures in Schedule A for permanent and/or temporary layoffs and except as provided in Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments required in the applicable Schedule A. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by the Contractor (Saturdays, Sundays, and holidays excepted), the Contractor may employ qualified applicants from another competent source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of the Project, craft employees hired within its jurisdiction from any source other than referral by the Union.

B. A Contractor may request by name, and the Local will honor, referral of persons who have applied to the Local for Project work and who meet the following qualifications as determined by a Committee of 3 designated,

respectively, by the applicable Local Union, the PMF and a mutually selected third party or, in the absence of agreement, the permanent arbitrator (or designee) designated in Article 7:

(1) possess any license required by NJ law for the Project work to be performed;

(2) have worked a total of at least 1000 hours in the Construction craft during the prior 3 years;

(3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award;

(4) have demonstrated ability to safely perform the basic function of the applicable trade.

No more than 12 per centum of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above (any fraction shall be rounded to the next highest whole number).

C. A certified MBE/WBE contractor may request from the Workforce Coordinator, through the PMF, an exception to, and waiver of, the above per centum limitation upon the number of it's employees to be hired through the special provision of Section2.B above. This exception is based upon hardship and demonstration by the contractor that the Project work would be the contractor's only job and that it would be obliged to lay off qualified minority and female employees in it's current workforce moving from the last job.

The exception and waiver are also conditioned upon the employees meeting the qualifications as set forth in Section 2.B above.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Unions represent that their hiring halls and referral systems will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations, which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4. MINORITY AND FEMALE REFERRALS

In the event a Union either fails, or is unable, to refer qualified minority or female applicants in percentages equaling Project affirmative action goals as set forth in the Owners bid specifications, the Contractor may employ qualified minority or female applicants from any other available source as Apprentice Equivalents. Apprentice Equivalents will have completed a DOL approved training program, applied to take a construction Apprenticeship test, and will be paid at not less then the applicable equivalent Apprentice rate. With the approval of the Local Administrative Committee (LAC), experience in construction related areas may be accepted as meeting the above requirements.

SECTION 5. CROSS AND QUALIFIED REFERRALS

The Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified craft employees to fulfill the requirements of the Contractor.

SECTION 6. UNION DUES / WORKING ASSESMENTS

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Schedule A local agreements, as amended from time to

time, but only for the period of time during which they are performing on-site Project work and only to the extent of rendering payment of the applicable union dues and assessments uniformly required for union membership in the Local Union, signatory to this Agreement, which represents the craft in which the employee is performing Project work. No employee shall be discriminated against at the Project site because of the employee's union membership or lack thereof. In the case of unaffiliated employees, the dues payment can be received by the Unions as a working assessment fee.

SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Schedule A. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft foreperson shall be designated as working forepersons at the request of the Contractor, except when an existing local Collective Bargaining Agreement prohibits a foreperson from working when the craftsperson he is leading exceed a specified number.

ARTICLE 5 - UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site Project employees shall be entitled to designate in writing (copy to General Contractor involved and Project Management Firm) one representative, and the Business Manager, who shall be afforded access to the Project.

SECTION 2. STEWARDS

(a) Each Local Union shall have the right to designate a working journey person as a Steward and an alternate, and shall notify the Contractor and PMF of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not

exercise supervisory functions and will receive the regular rate of pay for their craft classifications. There will be no non-working Stewards on the Project.

(b) In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor and, if applicable, subcontractors of that Contractor, but not with the employees of any other Contractor. The Contractor will not discriminate against the Steward in the proper performance of Union duties.

(c) The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime, except pursuant to a Schedule A provision providing procedures for the equitable distribution of overtime.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule A, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6 - MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their Project operations including, but not limited to: the right to direct the work force, including determination as to the number to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of work; the

promulgation of reasonable Project work rules; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices, which limit or restrict productivity or efficiency of the individual, as determined by the Contractor, GC or PMF, and/or joint working efforts with other employees shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitations or restriction upon the contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tool, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-out or testing of specialized or unusual equipment or facilities as designated by the Contractor. Notwithstanding the foregoing statement of contractor rights, prefabrication issues relating to work traditionally performed at the job site shall be governed pursuant to the terms of the applicable Schedule A. There shall be no restrictions as to work, which is performed off-site for the Project, except for work done in a fabrication center, tool yard, or batch plant dedicated exclusively to the performance of work on the Project, and located adjacent to the "site of work".

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCKOUT

There shall not be strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity at the Project for any reason by any Union or employee against any Contractor or employer while performing work at the Project. There shall be no other Union, or concerted or employee activity which disrupts or

interferes with the operation of the existing free flow of traffic in the project area. Failure of any Union or employee to cross any picket line established by any union, signatory or non-signatory

to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to the Project site is a violation of this Article. There shall be no lockout at the Project by any signatory Contractor. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction and the free flow of traffic in the project area for the duration of this Agreement.

SECTION 2. DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 days.

SECTION 3. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the appropriate district or area council of the Local Union involved advising of such fact, with copies of the notification to the Local Union and the BTC. The district or area council, and the BTC shall each instruct, order and otherwise use their best efforts to cause the employees, and/or the Local Unions to immediately cease and desist from any violation of this Article. A district or area council, or the BTC complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

SECTION 4. EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

a. A party invoking this procedure shall notify J.J. Pierson Jr, Esq., who shall serve as Arbitrator under this expedited arbitration procedure. Copies of such notification will be simultaneously sent to the alleged violator and, if

a Local Union is alleged to be in violation, it's International, the SCC, the PMF, the BTC, and the GC.

b. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the GC, the Local Union involved, the BTC, and the PMF, hold a hearing within 48 hours of receipt of the notice invoking the procedure it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice to the district or area council required by Section 3 above.

c. All notices pursuant to this Article may be by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the arbitrator, Contractor or Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

d. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved solely for court proceedings, if any. The Award shall be issued in writing

within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

e. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of the Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's Award as issued under this expedited procedure, the involved Union and Contractor waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.

f. Any rights created by statue or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.

g. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8. - LOCAL ADMINISTRATIVE COMMITTEE (LAC)

SECTION 1. THE LOCAL ADMINISTRATIVE COMMITTEE WILL MEET ON A REGULAR BASIS TO:

1) Implement and oversee the Agreement procedures and initiatives; 2) monitor the effectiveness of the Agreement; and 3) identify opportunities to improve efficiency and work execution.

SECTION 2. COMPOSITION

The LAC will be co-chaired by the President of the Building and Construction Trades Council or his designee, and designated official of the SCC. It will be comprised of representatives of the local unions signatory to the project labor agreement (PLA) and representatives of the PMF and other contractors on the project.

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below; provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

Step 1:

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence, or event giving rise to the grievance, or after the act, occurrence or event became known or should have become known to the Union. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of they grievance procedure by serving the involved Contractor and the General Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved, unless the settlement is accepted in writing, by the General Contractor, as creating a precedent.

(b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the BTC, the involved Contractor, and the General Contractor shall meet in Step 2 within 5 calendar days of the written grievance to arrive at a satisfactory settlement.

Step 3:

(a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 14 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants) to J.J. Pierson Jr., Esq., who shall act as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitration's shall be borne equally by the involved Contractor and Local Union.

(b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the PMF, involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding 30 calendar days prior to the date of service of the written grievance on the construction Project Manager and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY GENERAL CONTRACTOR

The General Contractor shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1. NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

SECTION 2. ASSIGNMENT

A. There shall be a mandatory pre-job markup / assignment meeting prior to the commencement of any work. Attending such meeting shall be designated representatives of the Union signatories to this Agreement, the PMF, and the involved Contractors. Best efforts will be made to schedule the pre-job meeting in a timely manner after Notice to Proceed is issued but not later then 30 days prior to the start of the Project.

B. All Project construction work assignments shall be made by the Contractor according to the area practice.

SECTION 3. PROCEDURE FOR SETTLEMENT OF DISPUTES

A. Any Union having a jurisdictional dispute with respect to Project work assigned to another Union will submit the dispute in writing to the Administrator, Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("the Plan") within 72 hours and send a copy of the letter to the other Union involved, the Contractor involved, the General Contractor, the BTC, and the district or area councils of the unions involved. Upon receipt of a dispute letter from any union, the Administrator will invoke the procedures set forth in the Plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Article IV of the Plan.

B. Within 5 calendar days of receipt of the dispute letter, there shall be meeting of the General Contractor, the Contractor involved, the Local Unions involved and designees of the BTC and the district or area councils of the Local Unions involved for the purpose of resolving the jurisdictional dispute.

C. In order to expedite the resolution of jurisdictional disputes, the parties Have agreed in advance to select Plan Arbitrator J.J. Pierson to hear all unsolved jurisdictional disputes arising under this Agreement. All other rules and procedures of the Plan shall be followed. If Plan Arbitrator Pierson is not available to hear the dispute within the time limits of the Plan, the Plan's arbitrator selection process shall be utilized to select another arbitrator. In the event that a union involved in the dispute is not a member of the Building and Construction Trades, the dispute shall be submitted directly to Arbitrator Pierson.

D. The Arbitrator will render a short-form decision within 5 days of the hearing based upon the evidence submitted at the hearing, with a written decision to follow within 30 days of the close of hearing.

E. This Jurisdictional Dispute Resolution Procedure will only apply to work Performed by Local Unions at the Project.

E. Any Local Union involved in a jurisdictional dispute on this Project shall continue working in accordance with Section 2 above and without disruption of any kind.

SECTION 4. AWARD

Any jurisdictional award pursuant to Section 3 shall be final and binding on the disputing Local Unions and the involved Contractor on this Project only, and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement. In all disputes under this Article, the General Contractor and the involved Contractors shall be considered parties in interest.

SECTION 5. LIMITATIONS

The Jurisdictional Dispute Arbitrator shall have no authority to assign work to a double crew, that is, to more employees than the minimum required by the Contractor to perform the work involved; nor to assign work to employees who are not qualified to perform the work involved; not to assign work being performed by non-union employees to union employees. This does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than 1 employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

SECTION 6. NO INTERFERENCE WITH WORK

There shall be no interference or interruption of any kind with the work of the Project while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award.

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedules A, as amended during this Agreement. Recognizing, however, that special conditions may exist or occur on the Project, the parties, by mutual agreement may establish rates and/or hours for one or more classifications, which may differ from Schedules A. Parties to such agreements shall be the General Contractor, the Contractor involved, the involved Local Unions and the BTC.

SECTION 2. EMPLOYEE BENEFIT FUNDS

A. The Contractors agree to pay contributions on behalf of all employees covered by this Agreement to the established employee benefit funds in the amounts designated in the appropriate Schedule A; provided, however, that the Contractor and the Union agree that only such bona fide employee benefits as are explicitly required under NJ Sat. § 34:11-56.30 of the New Jersey State Labor Law shall be included in this requirement and paid by the Contractor on this Project. Bona fide jointly trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if similarly protected under NJ Stat. § 34:11-56-30. Contractors shall not be required to contribute to non-NJ Stat. § 34:11-56.30 benefits, trusts or plans.

B. The Contractor agrees to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to bepaid into, and benefits paid out of, such Trust Funds but only with regard to work done on this Project and only for those employees to whom this Agreement requires such benefit Payments.

C. Should any contractor or sub-contractor become delinquent in the payment of contributions to the fringe benefit funds, then the subcontractor at the next higher tier, or upon notice of the delinquency claim from the Union or the Funds, agrees to withhold from the subcontractor such disputed amount from the next advance, or installment payment for work performed until the dispute has been resolved.

ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 1. WORK WEEK AND WORK DAY

A. The standard work week shall consist of 40 hours of work at straight time rates per one of the following schedules:

1) Five-Day Work Week: Monday-Friday, 5 days, 8 hours plus 1/2 hour unpaid lunch period each day.

2) Four-Day Work Week: Monday-Thursday; 4 days, 10 hours plus ½ hour unpaid lunch period each day.

B. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 7:30 p.m. Starting and quitting times shall occur at the employees' place of work as may be designated by the Contractor.

C. Scheduling - The Contractor shall have the option of scheduling either a five-day work week, or four-day work week (when mutually agreed upon on a craft-by-craft basis). The Contractor shall also has the option to set the work day hours consistent with Project requirements, the Project schedule, and minimization of interference with school operations traffic flow. When conditions beyond the control of the Contractor, such as severe weather, power failure, fire or natural disaster, prevent the performance of Project work on a regularly scheduled work day, the Contractor may, with mutual agreement of the Local Union on a craft-by-craft basis, schedule Friday (where on 4, 10's) during the calendar week in which a workday was lost, at straight time pay; providing the employees involved work a total of 40 hours or less during that work week.

D. Notice - Contractors shall provide not less than 5 days prior notice to the Local Union involved as to the work week and work hours schedules to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2. OVERTIME

Overtime pay for hours outside of the standard work week and work day, described in paragraph A above, shall be paid in accordance with the applicable Schedule A. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall be worked, except as noted in Article 5, Section 2. There shall be no pyramiding of overtime pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime.

SECTION 3. SHIFTS

A. Flexible Schedules - Scheduling of shift work shall remain flexible in order to meet Project schedules and existing Project conditions including the minimization of interference with school operations. It is not necessary to work a day shift in order to schedule a second shift. Shifts must be worked a minimum of five consecutive work days, must have prior approval of the Construction Project Manager and must be scheduled with not less than five work days notice to the Local Union.

B. Second/Shift - The second shift (starting between 2 p.m. and 8p.m.) shall consist of 8 hours work (or 10 hours of work) for an equal number of hours pay at the straight time rate plus 15% in lieu of overtime and exclusive of a 1/2 hour unpaid lunch period.

C. Flexible Starting Times – Shift starting times will be adjusted by the Contractor as necessary to fulfill Project requirements subject to the notice requirements of Paragraph A.

D. Four Tens - When working a four-day work week, the standard work day shall consist of 10 hours work for 10 hours of pay at the straight time rate exclusive of an unpaid 1/2 hour meal period and regardless of the starting time. This provision is applicable to night shifts only, and such night shifts are subject to the shift differential in paragraph B above.

E. It is agreed that when project circumstances require a deviation form the above shifts, the involved unions, contractors and the General Contractor shall adjust the starting times of the above shifts or establish shifts which meet the project requirements. It is agreed that neither party will unreasonably withhold their agreement.

SECTION 4. HOLIDAYS

A. Schedule - There shall be 8 recognized holidays on the Project:

New Years Day	Labor Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

*Work shall be scheduled on Good Friday pursuant to the craft's Schedule A.

All said holidays shall be observed on the dates designated by New Jersey State Law. In the absence of such designations, they shall be observed on the calendar date except those holidays which occur on Sunday shall be observed on the following Monday. Holidays falling on Saturday are to be observed on the preceding Friday.

B. Payment - Regular holiday pay, if any, and/or premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A.

B. Exclusivity - No holidays other than those listed in Section 4-A above shall be recognized nor observed except in Presidential Election years when Election Day is a recognized holiday.

SECTION 5. REPORTING PAY

A. Employees who report to the work location pursuant to regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive minimum reporting pay in accordance with the applicable Schedule A.

B. When an employee, who has completed their scheduled shift and left The Project site, is "called back" to perform special work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked with a minimum guarantee, as may be required by the applicable Schedule A.

C. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked.

D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, high time or other special payments of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Agreement and except where an applicable Schedule A requires a full weeks pay for forepersons.

SECTION 6. PAYMENT OF WAGES

A. Payday - Payment shall be made by check, drawn on a New Jersey bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by 10 a.m. on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than 3 days wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages.

B. Termination-Employees who are laid-off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractors shall also provide the employee with a written statement setting forth the date of lay off or discharge.

SECTION 7. EMERGENCY WORK SUSPENSION

A Contractor or PMF may, if considered necessary for the protection of life and /or safety of employees or others, suspend all or a portion of Project Work. In such instances, employees will be paid for actual time worked; provided, however, that when a Contractor request that employees remain at the job site available for work, employees will be paid for "stand-by" time at their hourly rate of pay.

SECTION 8. INJURY/DISABILITY

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall received no less than 8 hours wages for that day. Further, the employee shall be rehired at such time as able to return to duties provided there is still work available on the Project for which the employee is qualified and able to perform.

SECTION 9. TIME KEEPING

A Contractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 10. MEAL PERIOD

A Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

SECTION 11. BREAK PERIODS

There will be not rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location. Local area practice will prevail for coffee breaks that are not organized.

ARTICLE 13 - APPRENTICES

SECTION 1. RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications as are contained in the applicable Schedule A in a ratio not to exceed 25% of the work force by craft (without regard to whether a lesser ratio is set forth in Schedule A), unless the applicable Schedules A provide for a higher percentage. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule A.

SECTION 2. DEPARTMENT OF LABOR

To assist the Contractors in attaining a maximum effort on this Project, the Unions agree to work in close cooperation with, and accept monitoring by, the New Jersey State and Federal Departments of Labor to ensure that minorities, women, or economically disadvantaged are afforded opportunities to participate in apprenticeship programs which result in the placement of apprentices on this Project. To further ensure that this Contractor effort is

attained, up to 50% of the apprentices placed on this Project should be first year, minority, women or economically disadvantaged apprentices. The Local Unions will cooperate with Contractor request for minority, women or economically disadvantaged referrals to meet this Contractor effort.

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA requirements and other requirements set forth in the contract documents are at all times maintained on the Project and the employees and Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the Contractor and the Owner from injury or harm. Failure to do so will be grounds for discipline, including discharge.

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors and the PMF for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

SECTION 3. INSPECTIONS

The Contractors and PMF retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

ARTICLE 15 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age in any manner prohibited by law or regulation. It is recognized that special procedures maybe established by Contractors and Local Unions and the New Jersey State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project.

SECTION 2. LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE 16 - GENERAL TERMS

SECTION 1. PROJECT RULES

The Project Management Firm and the Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project, provided they do not violate the terms of this agreement. These rules will be explained at the pre-job conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

SECTION 2. TOOLS OF THE TRADES

The welding/cutting torch and chain fall, are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

SECTION 3. SUPERVISION

Employees shall work under the supervision of the craft foreperson or general foreperson.

SECTION 4. TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement and in Schedule A limited to travel expenses.

SECTION 5. FULL WORK DAY

Employees shall be at their staging area at the starting time established by the Contractor and shall be returned to their staging area by quitting time after performing their assigned functions under the supervision of the Contractor. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

SECTION 6. COOPERATION

The Project Management Firm and the Unions will cooperate in seeking any NJS Department of Labor approvals that may be required for implementation of any terms of this Agreement.

ARTICLE 17 - SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of the Agreement shall remain in full force and effect. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the

Contractor voluntarily accepts the Agreement. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future.

SECTION 2. THE BID SPECIFICATIONS

In the event that the General Contractor's bid specifications, or other action, requiring that a successful bidder become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law such requirement shall be rendered, temporarily or permanently, null and void but the Agreement shall remain in full force and effect to the extent allowed by law. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in constructions where the Contractor voluntarily accepts the Agreement. The parties will enter in to negotiations as to modifications to the Agreement to reflect the court action taken and the intent of the parties for contracts to be let in the future.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Owner, the Project Management Firm, or any Contractor, or any signatory Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court

order, injunction or determination. Project bid specifications will be issued in conformance with court orders in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 4. NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to signatory Contractors and signatory Unions.

ARTICLE 18 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

A. Schedules A to this Agreement shall continue to full force and effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements which are the basis for Schedules A notify the General Contractor in writing of the mutually agreed upon changes in provisions of such agreements which are applicable to the Project, and their effective dates.

B. It is agreed that any provisions negotiated into Schedules A collective bargaining agreements will not apply to work on this Project if such provisions are less favorable to this Project than those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provisions be recognized or applied on this Project if it may be construed to apply exclusively, or predominantly, to work covered by this Project Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation into Schedules "A" of provisions agreed upon in the renegotiations of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project by any Local Union involved in the renegotiations of Area Local Collective Bargaining Agreements nor shall there by any lock-out on the Project affective a Local Union during the course of such renegotiations.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the 28th day of FEBRUARY, 2003.

NJ SCHOOLS CONSTRUCTION CORPORATION

Gerald T. Murphy
Managing Director - Policy and Communications

NJ BUILDING & CONSTRUCTION TRADES COUNCIL

William T. Mullen, President
NJ State Building & Construction Trades Council

Kenneth Campbell, Vice President
Operating Engineers

David Critchley, Vice President
Roofers

Brian J. Kelly, Vice President
Elevator Constructors

Morris Rubino, Vice President
Iron Workers

Louis A. Giammarino on behalf of John Hibbs
John Hibbs, Vice President
Laborers

Louis Gallo, Vice President
Plasterers

Jerry DellaSalla, Vice President
Bricklayers & Allied Crafts

Joseph Egan, Vice President
Electrical Workers

Thomas Stapleton, Vice President
Sheet Metal Workers

Patrick Brennan, Vice President
Painters

Michael Cantwell, Vice President
Pipe Trades

on Behalf of Ray Cushing
Raymond Cushing, Vice President
Boilermakers

Frank Oliver, Vice President
Asbestos Workers

in place of
Frank Spencer, Vice President
Carpenters

LETTER OF ASSENT

NJSCC PROJECT LABOR AGREEMENT

The undersigned, as a Contractor(s) or Subcontractor(s) on a Contract which is part of the _____Package , for and in consideration of the award of a Contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

(1) On behalf of itself and all its employees, accepts and agrees to be bound by terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions, including but not limited to, evidence of compliance with the pre-employment controlled substance testing, will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.

(2) Certified that it has no commitments or agreements, which would preclude its full compliance with the terms and conditions of said Project Labor Agreement.

(3) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

Dated: _____

_____
Name of Contractor/Company

_____
Signature of Authorized Representative

_____
Print Name and Title

_____
General Contractor

_____
Contract Number

IN WITNESS WHEREOF,

The parties have caused this Agreement to be binding and in effect on all project work, (as defined in Article 3, Section 1 of this Agreement, and General Contractor's Scope of Work attached), to be performed on the _____ package on behalf of the New Jersey Schools Construction Corporation.

Project Management Firm
(As administrator)

_____

_____
Name and Title

_____
Signature

General Contractor:

_____

_____
Name and Title

_____
Signature

Signed on this day _____, 2003

IN WITNESS WHEREOF,

The parties have caused this Agreement to be binding and in effect on all project work, (as defined in Article 3, Section 1 of this Agreement, and General Contractor's Scope of Work attached), to be performed on the _____ package on behalf of the New Jersey Schools Construction Corporation.

Project Management Firm
(As administrator)

_____

_____
Name and Title

_____
Signature

General Contractor:

_____

_____
Name and Title

_____
Signature

Signed on this day _____, 2003

LETTER OF ASSENT

NJSCC PROJECT LABOR AGREEMENT

The undersigned, as a Contractor(s) or Subcontractor(s) on a Contract which is part of the _____Package , for and in consideration of the award of a Contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

(1) On behalf of itself and all its employees, accepts and agrees to be bound by terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions, including but not limited to, evidence of compliance with the pre-employment controlled substance testing, will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.

(2) Certified that it has no commitments or agreements, which would preclude its full compliance with the terms and conditions of said Project Labor Agreement.

(3) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

Dated: _____

_____
Name of Contractor/Company

_____
Signature of Authorized Representative

_____
Print Name and Title

_____
General Contractor

_____
Contract Number

PREVAILING WAGE RATES

In accordance with the New Jersey State Prevailing Wage Act, the NJSDA has obtained the Prevailing Wage Rate Determination from the New Jersey Department of Labor in effect for this project at the time of issuance of the bid documents.

As there is a period of time between bid document issuance and the time of contract award, it is the successful bidder's responsibility to confirm with the New Jersey Department of Labor the prevailing wage rates in effect at the time of contract award to ensure compliance with the Prevailing Wage Act. The NJSDA bears no responsibility for changes in wage rates.

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1.0 DEFINITIONS

1.1 "Authority" or "New Jersey Schools Development Authority" means the public body corporate and politic established in, but not of, the Department of Treasury pursuant to P.L. 2007, c. 137, for the purpose of implementing provisions of the Educational Facilities Financing and Construction Act, N.J.S.A. 18A:17G-1 et seq. The Authority is the Party that has engaged the Contractor pursuant to the Contract.

1.2 "Authority", "New Jersey Schools Development Authority", or "NJSDA" means the public body corporate and politic established in, but not of, the Department of Treasury pursuant to P.L. 2007, c. 137, for the purpose of implementing provisions of the Educational Facilities Financing and Construction Act, N.J.S.A. 18A:17G-1 et seq. The Authority is the Party that has engaged the Contractor pursuant to the Contract.

1.3 "Authority having Jurisdiction" means any local, State, national or Federal entities with jurisdiction over the Project and the Contractor.

1.4 "Authority's Project Manager" means the Authority's employee representative for the Project who administers the Contract and manages the Project on behalf of the Authority. The Authority's Project Manager shall have that authority specified in the Levels of Operating Authority Policy which document can be found on the Authority's website:

www.njsda.gov/RP/PoliciesAndRegulations /Operating_Authority.html.

1.5 "Certified Clean Fill" means fill that is used for remedial purposes which is: 1) supported by analytical testing data and analysis demonstrating that the fill material does not contain constituents of concern in excess of NJDEP Soil Remediation Standards; or 2) supported by documentation in accordance with NJDEP Technical Requirements for Site Remediation (7:26E-6.4(b)2 and 3. This documentation shall be in the form of a written certification provided by the supplier of the fill stating: (a) that the fill is clean, virgin material from a commercial or non commercial source, or is decontaminated recycled soil; (b) the name of the affiant and relationship to the source of the fill; the location where the fill was obtained, including the street, town, lot and block, county, and state, and a brief history of the site which is the source of the fill; and (c) a statement that to the best of the affiant's knowledge and belief the fill being provided is not contaminated pursuant to any applicable remediation standards and a description of the steps taken to confirm such.

1.6 "Change in the Work" means a change in the Work or the Contract Documents, including, but not limited to, an increase or decrease in the scope of the Work, or an acceleration of time for the performance of the Work, or a change in the sequence in which the Work is to be performed.

1.7 "Change Order" means a written order directing or authorizing a Change in the Work executed by the Authority and the Contractor and shall include adjustments, if any, to the Contract Price and extensions of time, if any, to the Contract Time.

1.8 "Claim" means a demand by the Contractor for (1) a time extension which is disputed by the Authority or (2) the payment of money or damages, arising from work performed by or on behalf of the Contractor in connection with the Contract Documents, which is disputed by the Authority.

1.9 "Commencement Date" or "NTP Date" means the date set forth in the Notice to Proceed on which the Contractor shall begin performing Work pursuant to the Contract Documents.

1.10 "Commissioning Agent" or "CxA" means the person, persons or firm engaged by the Authority to provide full building commissioning of the Project. The Authority will identify the Commissioning Agent in the Supplementary Conditions by the Effective Date of this Agreement or by other means if such is engaged during the Term.

1.11 "Compensation" means payment(s) due to the Contractor for Work performed under the Contract Documents.

1.12 "Construction Change Directive" or "CCD" means a written order by the Authority directing or authorizing some change to the Contract Documents for which Compensation and/or Contract Time extension, if appropriate, has not yet been determined. Upon agreement on Compensation and/or Contract Time extension, for a CCD, if any, a Change Order shall be issued resolving the CCD.

1.13 "Construction Manager" or "CM" means the person, persons or firm engaged by the Authority to provide construction management services, including oversight and reporting services in connection with the construction of the Project. The Authority will identify the CM in the Supplementary Conditions by the Effective Date of the Contract or by other means if such is engaged during the Term.

1.14 "Construction Milestones" mean the dates identified in the Project Schedule by which the Contractor must complete certain critical activities in construction of the Project.

1.15 "Contract" or "Agreement" means the agreement executed between the Contractor and the Authority.

1.16 "Contract Change Request" or "CCR" means a written request by the Contractor for an adjustment in the Contract Price, a modification to the Contract Documents or an extension of Contract Time.

1.17 "Contract Documents" means the Contract executed between the Authority and the Contractor, together with the General Conditions, Supplementary Conditions, Plans, Specifications, Scope of Work, the Request for Qualifications and/or the

Request for Proposals, instructions to Bidders and Addenda, price and technical proposals, Change Orders, other amendments, and all exhibits, appendices and documents attached to or referenced in any of the foregoing materials.

1.18 "Contract Price" means the amount stated in the Contract, as it may be adjusted in accordance with the Contract Documents, representing the total amount payable by the Authority to the Contractor for performance of the Work.

1.19 "Contract Time" means the number of calendar days within in which the Contractor is required to achieve Substantial Completion. The Contract Time is calculated from the Commencement Date.

1.20 "Contractor" means that person, persons, firm, firms, joint venture or other entity engaged by the Authority for construction of the Project in accordance with the Contract Documents.

1.21 "Contractor's Project Manager" means that person designated by the Contractor to serve as its representative for the Project and the Contract and who shall have the non-exclusive authority to bind the Contractor in all matters relating to the Contract Documents.

1.22 "Day" means calendar day, unless otherwise specifically defined.

1.23 "DCA" means the New Jersey Department of Community Affairs.

1.24 "Design Consultant" means the architect, engineer or other licensed Professional Services Consultant engaged by the Authority to provide services, including oversight of construction for conformance with design, Submittal review and reporting, in connection with the design and construction of the Project.

1.25 "Design Manual" means the latest edition of the NJSDA's 21st Century Schools Design Manual available at the time the Contract is executed by the Parties.

1.26 "Directive" means an order by the Authority directing the Contractor to perform Work under the Contract Documents. A Directive by the Authority requires the Contractor to perform the directed Work, even if there remains a dispute as to whether the Directive constitutes a Change in the Work or warrants additional Compensation.

1.27 "Director" means the Authority's Director of Contract and Workforce Compliance.

1.28 "DOE" means the New Jersey Department of Education.

1.29 "Document" means any written or graphic matter, however produced or reproduced, of any kind or description, including originals, marked copies and drafts, and including but not limited to, correspondence, letters, memoranda, notes, notations, transcripts, notes, books, pamphlets, or articles, requisitions,

resolutions, certificates, opinions, reports, studies, analyses, evaluations, contracts, licenses, agreements, financial statements, ledgers, checks, books or records of accounts, statistical records, lists, tabulations, summaries, charts, graphs, maps, surveys, plans, drawings, specifications, schedules, sound recordings, photographs, computer disks, faxes and electronic mail, and papers and things similar to any of the foregoing.

1.30 "EDA" means the New Jersey Economic Development Authority, created pursuant to P.L. 1974, c. 80, as amended (N.J.S.A. 34:1B-1 et seq.), or any successor thereto.

1.31 "Effective Date" means the date on which the Contract has been fully executed by the Parties.

1.32 "ELEC" means the New Jersey Election Law Enforcement Commission established pursuant to N.J.S.A. 19:44A-5, et seq.

1.33 "E-Rate Program" means the Schools and Libraries Program administered by the Universal Service Administrative Company under the direction of the Federal Communications Commission to assist schools in obtaining affordable telecommunications and Internet access.

1.34 "Final Completion" means that point in time on the Project when the Project is 100% complete and: (i) all requirements of the Contract Documents have been completed, (ii) all items on the Punchlist have been performed, and (iii) a Certificate of Occupancy, or a Certificate of Acceptance, as applicable, has been issued by DCA.

1.35 "Force Majeure Event" means an unforeseeable event beyond the control of the Contractor that is not due to an act or omission of the Contractor (or any Subcontractor or other person or entity for which the Contractor may be contractually or legally responsible) that materially and adversely affects the Contractor's obligations under this Agreement to the extent that such event (or the effects thereof) could not have been avoided or mitigated by due diligence and use of reasonable efforts by the Contractor. Force Majeure Events may include wars, floods, hurricanes, tornadoes, acts of terrorism, earthquakes, and other acts of God.

1.36 "Impacted Materials" means fill or other materials that contain constituents of concern in excess of NJDEP Soil Remediation Standards.

1.37 "Imported Fill" means fill transported onto a Project Site from an off-site location for use in the performance of Work associated with a Project Site, including but not limited to, the backfilling of utility trenches and basements, construction of play areas and play fields, construction of engineered soil caps, changing the topographic elevation of a Project Site, or backfilling of excavations.

1.38 "Invoice" means a request for payment submitted by the Contractor to the Authority requesting payment for a percentage of the Contractor's Work completed during each month.

1.39 "Legal Requirements" means all applicable Federal, State and local laws, acts, statutes, ordinances, codes, executive orders, rules and regulations in effect or hereinafter promulgated that apply to the Contractor's performance of the Work under the Contract Documents, including, but not limited to, current versions of the New Jersey Uniform Construction Code, the DCA Homeland Security Best Practices Standards for Schools Under Construction or Being Planned for Construction ("Best Practice Standards"), the Occupational Safety and Health Act of 1970, the Soil, Erosion and Sediment Control Act, as well as any requirements of any local or national Authorities having Jurisdiction over the Project, as applicable.

1.40 "Notice of Award" means a notice from the Authority to the Contractor that its bid has been accepted and that the Authority intends to enter into a contract with the Contractor for the work set forth in the Request for Proposals.

1.41 "Notice to Proceed" or "NTP" means a written notice from the Authority setting the Commencement Date on which the Contractor shall begin performing Work pursuant to the Contract Documents.

1.42 "Parties" means the Authority and the Contractor.

1.43 "Product data" means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system proposed for use in some portion of the Work

1.44 "Professional Services Consultants" means consultants providing professional services associated with research, development, design, construction, construction administration, alteration, or improvement to real property, as well as incidental services that members of these professions and those in their employ may logically or justifiably perform. These consultants may provide services including, but not limited to, studies (including feasibility studies), investigations, surveys, evaluations, consultations, planning, programming, conceptual designs, plans and specifications, cost estimates, construction management, inspections, submittal review, testing, preparation of operating and maintenance manuals, and other related services.

1.45 "Project" means the demolition, construction, improvement, repair, alteration, modernization, renovation or reconstruction of all or any part of the School Facility identified in the Contract Documents or of any personal property necessary for or ancillary to the School Facility identified in the Contract Documents.

1.46 "Project Labor Agreement" or "PLA" means the agreement negotiated and executed by and between the Authority and the New Jersey Building Trades Council. All Authority projects with estimated construction costs in excess of $5 million will be subject to the Project Labor Agreement.

1.47 "Project School District" means the school district in which the Project is located.

1.48 "Proposal" means a written description of certain proposed Work, setting forth the price and time adjustments, if any, necessary to perform the proposed Work, prepared by the Contractor in response to a "Proposal Request" issued by the Authority recognizing a contemplated change to the Construction Contract.

1.49 "Proposal Request" means a written request issued by the Authority recognizing a contemplated change to the Construction Contract and seeking the Contractor's Proposal for the performance of Work to accomplish the contemplated Change in the Work.

1.50 "Punchlist" means the list of incomplete or defective Work to be performed or remedied by the Contractor. The Punchlist shall not include items that are necessary to be completed in order to secure a Temporary Certificate of Occupancy.

1.51 "Remedial Action" means those actions taken at a site as may be required by the New Jersey Department of Environmental Protection, including, without limitation, removal, treatment measures, containment, transportation, securing, or other engineering or institutional controls, whether to an unrestricted use or otherwise, designed to ensure that any discharged contaminant is remediated in compliance with the applicable remediation standards pursuant to N.J.A.C. 7:26E-6.

1.52 "Remedial Action Work Plan" or "RAWP" means the written documentation prepared and certified by licensed qualified environmental and/or engineering firms to satisfy New Jersey Technical Requirements for Site Remediation (N.J.A.C. 7:26E-6.2.). The RAWP will include, among other things, a summary of findings and recommendations generated by any Remedial Investigation Report, an identification of areas of concern, and a detailed description of the remedial action to be conducted and the remedial technology to be employed on the Site.

1.53 "Safety Manual" means the latest edition of NJSDA's Safety Manual available at the time this Agreement is executed by the Parties.

1.54 "Sample" means physical examples that illustrate materials, equipment or workmanship, and establish standards by which the Work will be judged

1.55 "Schedule" means a Critical Path Method ("CPM") schedule prepared and submitted by the Contractor to the Authority, wherein the Contractor identifies all critical and certain non-critical activities, including Construction Milestones and

the projected and actual time periods for completing such activities and Construction Milestones.

1.56 "Schedule Fragnet" an acronym for 'fragmentary network," which is a portion of the CPM network illustrated to depict the manner in which the incorporation of added, deleted or revised work may affect the critical path of the CPM network, which permits the evaluation of whether a time extension is warranted.

1.57 "Schedule of Values" shall mean an itemized list prepared by the Contractor that establishes the value allocated to the various portions of the Work and supported by such substantiating data as the Authority may require. If accepted by the Authority, this Schedule of Values shall be used as a basis for the Contractor's Invoices and only for this purpose.

1.58 "School Facility" means and includes any structure, building or facility used wholly or in part for academic purposes, and any property, structure, or area ancillary or appurtenant thereto.

1.59 "Shop drawings" means drawings, diagrams, schedules and other data prepared specifically for the Work by the Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work

1.60 "Site" means the site(s) proposed or selected for the Project.

1.61 "Specifications" means a written description prepared by the Design Consultant setting forth the detailed, technical and functional characteristics of, or the discrete design for, an item of material, equipment or Work to be incorporated into the construction, or a requirement of the Work to be performed under the Contract. The Specifications may include a statement of any of the Authority's requirements and may provide for inspection, testing or the preparation of a construction item before procurement.

1.62 "State" means the State of New Jersey.

1.63 "Subcontractor" means the party to whom the Contractor or other subcontractor subcontracts part or all of the Work for which the Contractor or other subcontractor is ultimately responsible. Subcontractors shall also include sub-subcontractors of any tier.

1.64 "Submittal" means documents or other tangible items required to be prepared by the Contractor for review by the CM, Design Consultant and the Authority. Examples of Submittals include, but are not limited to, shop drawings, product data and samples.

1.65 "Substantial Completion" means that point in time on the Project when all of the following have occurred: (i) all essential requirements of the Contract Documents have been performed so that the purpose of the Contract Documents is accomplished; (ii) a Certificate of Occupancy or Temporary Certificate of

Occupancy has been issued by the Department of Community Affairs; (iii) the Punchlist has been created; the Contractor has delivered to the Authority the key(s) and/or code(s) for operation of the elevators; (v) there are no material omissions or technical defects or deficiencies, as identified by the Authority; and (vi) the Project is one-hundred percent (100%) ready for occupancy in accordance with its intended use.

1.66 "Substantial Completion Date" means the date the Contractor is required to achieve Substantial Completion as identified in the Contract Documents.

1.67 "Supplementary Conditions" means any supplemental or additional general conditions attached to this Contract.

1.68 "Temporary Certificate of Occupancy" means the document issued to the Contractor by the Department of Community Affairs.

1.69 "Term" means the term of this Contract, which shall be shall be from the Commencement Date and shall extend until all obligations of the Contractor to perform Work pursuant to the Contract Documents have been performed to the satisfaction of the Authority, unless extended or sooner terminated as set forth in this Agreement.

1.70 "Uniform Construction Code" or "Code" means the New Jersey Uniform Construction Code, as set forth in N.J.A.C.5:23-1 et seq., including the International Building Code and all applicable Subcodes, as amended from time to time.

1.71 "Work" means all work performed by the Contractor and its Subcontractors and suppliers, including providing all material, equipment, tools and labor, necessary to complete the construction of the Project, as described in and reasonably inferable from the Contract Documents.

2.0 INTERPRETATION AND INTENT

2.1 Intent

This Agreement is intended to permit the Parties to complete the Work and all obligations required by the Contract Documents within the Contract Time for the Contract Price. The terms of this Contract are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction industry standards.

2.2 Interpretation

In the Contract Documents, where appropriate: the singular includes the plural and vice versa; references to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; the words "including," "includes," and "include" shall be deemed to be followed by the words "but not limited to;"

unless otherwise indicated, references to articles, sections, appendices or schedules are to this Contract; words such as "herein," "hereof, "hereunder," and "foregoing" shall refer to the entire document in which they are contained and not to any particular provision or section; words not otherwise defined, which have well-known technical or construction industry meanings, are used in accordance with such recognized meanings; and words of any gender used herein shall include the other gender, where appropriate. When two or more interpretations of the same requirement of the Work exist, the most stringent, as determined by the Authority in its sole discretion, shall apply. Unless otherwise specified, lists contained in the Contract Documents defining the Project or the Work shall not be deemed all-inclusive.

2.3 Referenced Standards

Unless otherwise specified by the Authority, any reference in the Contract Documents to a publication, statute, code section, regulation or other reference shall be deemed to mean the latest edition or revision thereof, including amendments and supplements thereto.

2.4 Notification of Errors in the Contract Documents

The Contractor shall promptly notify the Authority of all obvious, patent and readily observable errors, omissions, inconsistencies or other defects (including inaccuracies) which it may discover in the Contract Documents. The Contractor may be requested to provide written recommendations regarding changes or corrections to resolve any such error, omission, inconsistency or defect. The Contractor must obtain the Authority's acceptance before proceeding with the Work thereby affected by any such obvious, patent and readily observable error, omission, inconsistency or defect. The Contractor shall not make a claim premised upon any obvious, patent and readily observable error, omission, inconsistency or defect in the Contract Documents, unless the Contractor has first provided notice to the Authority of such error, omission, inconsistency or defect.

2.5 Approvals, Acceptances, Consents and Determinations of the Authority

In all cases where acceptances, approvals, consents or determinations are required to be provided under the Contract Documents, such acceptances, approvals or consents shall not be withheld unreasonably and such determinations shall be made reasonably, except in cases where a different standard (such as, by way of example only, sole discretion) is specified. In cases where sole discretion is specified for an acceptance, approval, consent, determination or other decision, such decision shall not be subject to dispute resolution hereunder.

2.6 Plans and Specifications

2.6.1 All Work performed shall be in conformity with the lines, grades, cross-sections, dimensions, and material requirements, including tolerances, shown in the Contract Documents. The Plans shall consist of general drawings and shall show such details as are necessary to give a comprehensive representation of the construction contemplated. Omissions from the plans or Specifications of details of Work which are reasonably

inferable to carry out the intent of the Contract Documents, or which are customarily included, shall not relieve the Contractor from including such omitted details of Work, and they shall be included as if fully and correctly set forth and described in the Plans and Specifications, without entitlement to a Change Order hereunder.

2.6.2 The parties realize that in performing the Work, field conditions may require modifications in the Plans, Specifications and quantities of Work involved. Work must be performed in accordance with these field conditions to the satisfaction of the Authority and in accordance with its directions and the Contract Documents.

2.6.3 The Contractor shall maintain at least one set of the DCA-approved Plans and Specifications on site at all times. .

2.7 Order of Precedence

Each document that comprises the Contract Documents is an essential part of the Contract, and a requirement occurring in one is as binding as though occurring in all. The documents comprising the Contract Documents are intended to be complementary and to describe and provide for a complete Contract. In the event of any conflict among the documents comprising the Contract Documents, they shall be considered in the following descending order of precedence:

(a) Contract, as amended by executed Change Orders
(b) Supplementary Conditions
(c) General Conditions
(d) Specifications
(e) Large Scale Drawings
(f) Small Scale Drawings

In the event there is a conflict between terms or provisions contained in any of the above-referenced Contract Documents, the Contractor will provide the more stringent standard or the higher quality of work, which shall be determined by the Authority in its sole discretion.

3.0 THE AUTHORITY'S RESPONSIBILITIES

3.1 The Authority is responsible for the administration of the Contract. The Authority will decide all questions regarding the quality and acceptability of the Work, all questions regarding interpretation of the Contract Documents, all questions regarding the Contractor's compliance with the Contract Documents, and all questions as to Compensation and requests for time extensions.

3.2 The Authority shall designate, in writing, one or more representatives who shall have express authority to bind the Authority with respect to certain matters requiring the Authority's approval, acceptance or authorization under the Contract Documents.

3.3 Unless otherwise provided in the Contract Documents, upon Contract award, the Authority will furnish to the Contractor, free of charge, six (6) copies of the Contract Documents, and any additional instructions by means of addenda, supplemental drawings, manuals or other documents reasonably necessary for the proper execution of the Work.

3.4 The Authority and its Professional Services Consultants shall provide all information and responses required pursuant to the Contract Documents with reasonable promptness in order to permit orderly progress of the Work.

3.5 The Authority shall obtain and pay for the New Jersey Uniform Construction Code building permit. The Authority shall not be responsible for obtaining or paying for any other permits, licenses, approvals, government charges or inspection fees required by any governmental or quasi-governmental Authority Having Jurisdiction over the Project.

3.6 The Authority will furnish pre-construction surveys describing the Project Site, as applicable. The Contractor shall be entitled to rely on the accuracy of this information, but, to the extent that the Contractor discovers, or could have discovered, through its pre-bid Site inspection described in Section 4.4.2, obvious, patent and readily observable information in conflict with any such Authority-furnished survey information, the Contractor shall not be entitled to a Change Order for any costs or delays relating to such a conflict.

3.7 The Authority may engage a Construction Management Firm (CM) to directly manage the Contract, and, if engaged, The Contractor shall report to this CM. All communications with the Authority shall be through the CM, unless otherwise indicated in this Agreement.

4.0 CONTRACTOR'S RESPONSIBILITIES

4.1 Responsibility for the Work and Performance as Directed

4.1.1 The Contractor shall furnish all construction and other services, provide all materials, equipment and labor and undertake all efforts necessary or appropriate to complete the Work in accordance with the requirements of the Contract Documents, the Project Schedule, all Legal Requirements, the accepted Quality Assurance and Quality Control program, the accepted Contractor's Safety Plan, the Plans and Specifications, taking into account the physical limits of the Site, so as to achieve Substantial Completion and Final Completion on or before the deadlines specified herein, and otherwise perform the Work in a timely manner in accordance with the Contract Documents.

4.1.2 The Contractor shall supervise and be solely responsible for the acts and omissions of the Contractor's employees, agents, officers, Subcontractors, Professional Service Consultants and any other persons performing portions

of the Work for the Contractor, as though all such persons were directly employed by the Contractor.

4.1.3 At all times during the Contract Term, including during the course of, and notwithstanding the existence of any dispute, the Contractor shall perform as directed by the Authority, in a diligent manner and without delay, shall abide by the Authority's decision or order, and shall comply with all applicable provisions of the Contract Documents. The Authority may issue a formal Directive to the Contractor to enforce the Contractor's obligation to perform Work required by the Contract Documents. Such Directives from the Authority do not constitute a change to the scope of the Work or Services and will not result in an increase in the Contract Price or an adjustment to the Contract Time. The Contractor shall perform the Work described in the Directive, even if the Contractor disputes that such Services or Work are required by the Contract Documents.

4.2 Permits

4.2.1 Except as explicitly identified in Section 3.5, the Contractor shall obtain and pay for all permits, fees, approvals, licenses, government charges and inspection fees necessary for the proper execution and completion of the Work and/or required for the Project by any government or quasi-government Authority Having Jurisdiction over the Project, including, but not limited to, soils erosion permits, construction trailer permits, water permits, utility permits and street opening permits.

4.3 Pre-Construction Conference

The Contractor is required to attend and participate in a Pre-Construction Conference with the Authority, its Project Manager, the Design Consultant and representatives of major Subcontractors. The anticipated agenda for the Pre-Construction Conference shall include, but not be limited to, a review of the Contract Documents, a discussion of Subcontractors, key personnel and the Project Schedule, and procedures for processing field decisions, submittals, substitutions, invoices and change orders. The Authority shall schedule the Pre-Construction Conference within ten (10) Days of the Effective Date.

4.4 Review and Inspection of Contract Documents and Site

4.4.1 Review of Documents. The Contractor acknowledges that, prior to submitting its bid on the Project, it carefully studied and reviewed all Documents relevant to the Project that have been prepared and furnished by the Authority, including but not limited to, the Contract Documents, any geotechnical reports or surveys of the Site, and, if applicable, the Remedial Action Work Plan. If at any time during the Term of the Contract, the Contractor requires information or documentation that has not been provided by the Authority, but is only available to the Authority, the Contractor must request such information from the Authority. Failure to

request and review such information waives any Claim by the Contractor that such information was necessary to fulfill its obligations pursuant to the Contract Documents and/or this Agreement. The Contractor shall promptly notify the Authority of all obvious, patent and readily observable errors, omissions, inconsistencies or other defects (including inaccuracies) which it may discover in the Contract Documents and may be requested to provide written recommendations regarding changes or corrections to resolve any such error, omission, inconsistency or defect. The Contractor must obtain the Authority's acceptance before proceeding with the Work thereby affected by any such obvious, patent and readily observable error, omission, inconsistency or defect. The Contractor shall not make a claim premised upon any obvious, patent and readily observable error, omission, inconsistency or defect in the Contract Documents, unless the Contractor has first provided notice to the Authority of such error, omission, inconsistency or defect.

4.4.2 Review of Project Site. The Contractor further acknowledges that, prior to submitting its bid, in accordance with prudent and generally accepted construction practices, it inspected and examined the Project Site and surrounding locations and undertook other appropriate activities sufficient to familiarize itself with the readily observable conditions at the Site. As a result, the Contractor is deemed to be familiar with and accepts the physical requirements of the Work.

4.5 Quality Assurance / Quality Control Program

The Contractor shall have full responsibility for quality assurance and quality control through Final Completion of the Project. The Contractor shall prepare and submit to the Authority's Project Manager a detailed Quality Assurance/Quality Control (QA/QC) Program. The Authority's Project Manager shall review the Contractor's QA/QC Program and recommend acceptance or rejection of the Program to the Authority within ten (10) Days of receipt of the QA/QC Program. The Authority will either accept or reject the Contractor's QA/QC Program within five (5) Days of the Authority's Project Manager's recommendation to the Authority. If the Authority rejects the Contractor's QA/QC Program, the Contractor shall revise and resubmit the QA/QC Program to the Authority until it is accepted. Once the QA/QC Program is accepted, the Authority shall monitor the Contractor's compliance with the Program to ensure that the Work meets or exceeds the accepted QA/QC Program. As part of the Contractor's QA/QC Program, the Contractor shall designate one (1) full-time employee whose sole responsibility is to maintain and monitor the Contractor's compliance with its accepted QA/QC Program. If the Contractor's Work fails to meet the accepted QA/QC Program, the Authority will implement a course of action to address the Contractor's failure to comply with its QA/QC Program. The Authority's actions to verify the Contractor's compliance with its QA/QC Program shall not relieve the Contractor of its obligation to establish a QA/QC Program, comply with the QA/QC Program or meet the requirements of the Contract Documents. The Contractor's failure to comply with the requirements of this Section 4.5 shall be deemed an Event of Default under this Agreement. Such Event of Default may trigger Default remedies as stated in Section 11.

4.6 Project Meetings

The Contractor is required to attend weekly construction meetings throughout the progress of the Work. The anticipated agenda for the weekly construction meetings shall include, but not be limited to, a review of the Contractor's progress and daily manpower, field observations and problems, review of Submittals, Project Schedules and delivery Schedules, proposed Changes and Change Orders, and other issues relating to the Work. The Authority's Project Manager shall be responsible for scheduling and administering the weekly construction meetings, providing advance notice of the meetings and distributing meeting minutes.

4.7 Monthly Status Report

On or before the tenth day of the month, the Contractor shall provide the Authority and the CM with a monthly status report detailing the progress of its Work, including (i) the actual progress of the Work for the prior month according to the Schedule; (ii) discrepancies, conflicts, or ambiguities that exist in the Contract Documents that require resolution; (iii) health and safety issues that exist in connection with the Work; (iv) notice of potential Claims; and (v) other items that require resolution in order that the Contractor can complete the Work within the Contract Time.

4.8 Site-Utilization/Logistics/Staging Plan.

Within ten (ten) days of the Preconstruction Conference, the Contractor shall develop a Site-Utilization/Logistics/Staging Plan ("Site Utilization Plan") for the entire Project Site. The Site Utilization Plan shall identify areas of the Site available for the Contractor to accommodate all of its means and methods for completion of the Project, to ensure protection of adjacent buildings, to limit and manage impacts to the Site, and to maintain the continuity of school operations (if applicable). The Site Utilization Plan shall illustrate impacts and potential impacts to the Site. The Contractor shall provide this Site Utilization Plan, in both visual and narrative form, to the CM and/or the Authority for review and acceptance and shall modify this Plan, as necessary, to obtain the Authority's written approval. Once accepted by the CM and or the Authority, the Contractor shall include the Site Utilization Plan in the Authority's Expedition Database, and shall keep the Site Utilization Plan current. All material and equipment must be stored as outlined by the approved plan and to the satisfaction of the CM, and NJSDA. Any changes or updates to the plan must be approved by the CM. The location of a Contract waste container is to be at the discretion of the CM for each work location. Containers must be covered at all times and removed daily when full. Debris piles or bulk storage of refuse is strictly prohibited on this project site.

5.0 TIME, PROJECT SCHEDULE AND PROGRESS

5.1 Time is of the Essence

The Contractor acknowledges that time is of the essence in this Contract.

5.2 Deadlines for Substantial Completion and Final Completion

The Contractor shall achieve Substantial Completion and Final Completion on or before the dates set forth in the Contract Documents, as those dates may be modified by approved Change Orders. Failure to achieve Substantial Completion or Final Completion by the dates established by the Contract Documents will result in the Authority's assessment of Liquidated Damages in accordance with Section 12.2.

5.3 Contract Time/Notice to Proceed

The Contract Time shall begin on the Commencement Date set forth in the Notice to Proceed. The Notice to Proceed will be issued by the Authority after receipt and acceptance of properly executed Contract Documents, including, but not limited to, performance and payment bonds and insurance certificates in a form acceptable to the Authority. Unless otherwise directed by the Authority in writing, the Contractor shall initiate Work within five (5) Days of the Commencement Date. The Contractor shall not be entitled to any Claim for delay, disruption, acceleration or any other Claims arising from the timing of the Authority's issuance of the Notice to Proceed. The Contractor shall perform no Work on the Project prior to the issuance of the Notice to Proceed.

5.4 Schedule

5.4.1 Scheduling of the Work is and shall be the Contractor's responsibility. The Contractor shall determine the most feasible order for the Work commensurate with the requirements of the Contract Documents. Within four (4) Days after the Commencement Date, the Contractor shall prepare and submit to the CM a milestone Schedule for the execution of the Work, for review and acceptance. Within fourteen (14) Days after initial submission of the milestone Schedule, the Contractor shall submit to the CM a Schedule, in CPM format, using Primavera Project Planner (P3) version 3.1 or subsequent version, or Primavera Enterprise (P3e or P3e/c) version 5 or subsequent version, and shall indicate: (1) the dates for the start and completion of the various stages of the Work, (2) Construction Milestones; (3) critical and certain non-critical activities, (4) dates that the Contractor is required to provide Submittals to the CM; (5) the work of E-Rate suppliers and vendors; and (6) dates when Authority and/or CM information or acceptances are required to enable the Contractor to achieve completion of the Work within the Contract Time. The proposed Schedule shall meet the format and content requirements of Specification Section 1310 ("Schedules and Reports"). The Contractor shall include in the Schedule ample time for review of specific Deliverables by DOE and DCA,

including time for receipt of comments from these entities, time for any modification of documents by the Contractor to accommodate such comments, and time for subsequent review by DOE or DCA of any modifications to the documents. Construction of the Project shall be undertaken and completed in accordance with the Project Schedule prepared by the Contractor and approved by the Authority. The Project Schedule shall, among other things, provide that Substantial Completion and Final Completion shall be achieved by the dates required by the Contract Documents.

5.4.2 The CM shall review the proposed Schedule submitted by the Contractor and provide to the Authority written comments and recommendations for acceptance or rejection of the Schedule. The Authority shall accept or reject the Schedule within twenty-one (21) Days of receipt of the proposed Schedule. Once accepted by the Authority, the Schedule shall be used by the Authority to monitor the Contractor's progress.

5.4.3 If a Schedule is rejected, revisions are required or deficiencies are identified by the Authority, the Contractor shall revise and resubmit the Schedule within seven (7) Days of the rejection.

5.4.4 The Contractor shall submit monthly Project Schedule updates to the CM on the 10th day of each month. Such updates will be used by the Authority and the CM to verify the Contractor's compliance with the Project Schedule and progress in timely achieving Construction Milestones. In the event that review of the Project Schedule update by the Authority or the CM reveals that the Contractor will not meet the Construction Milestones within the time set forth in the Project Schedule, the Authority and/or the CM shall so advise the Contractor, and the Contractor shall be required to prepare and submit a recovery Project Schedule to the Authority and the CM for review and acceptance by the Authority.

5.4.5 The Contractor is required to provide to the CM at each Project Meeting a two-week "look ahead" schedule defining the Work to take place over the next two weeks, in advance of such work. Safety issues shall be included in this "look ahead" schedule, and target milestones shall be identified in the "look ahead" schedule to assist in tracking results.

5.4.6 Any such updates or revisions to the Project Schedule shall not relieve the Contractor of its obligations to complete the Work within the Contract Time, as such dates may be adjusted in accordance with the Contract Documents. Neither the Authority's review and acceptance of the Project Schedule, nor the CM's review and comment upon the Schedule (including any recommendations from the CM, if offered) shall be construed as relieving the Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

5.4.7 The Contractor agrees that it will commence performance of the Work and direct the Work to provide an orderly progression of the Work to achieve Substantial and Final Completion, including furnishing such employees, materials, facilities and equipment and working such hours, including extra shifts and overtime hours, as may be necessary to achieve such goal, all at the Contractor's own expense.

5.4.8 Float time shown on the Project Schedule is not for the exclusive use of either the Contractor or the Authority. Float time is available for use by both Parties to facilitate the effective use of available resources and to minimize the impact of problems that may arise during construction. No time extension will be granted as a result of any problem, Change Order or delay that 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, in the reasonable opinion of the Authority, is detrimental to the interests of the Authority

5.5 Submission of Daily Field Reports and Sign-In/Sign-Out Sheets.

The Contractor shall submit the previous day's Daily Field Report and Daily Sign-Out Sheets to the CM office before 10:00 AM. These documents shall be in a form acceptable to NJSDA. Copies of all Daily Field Reports and Sign-In/Out Sheets for the Contractor and all Subcontractors are to be maintained on site by the Contractor for the duration of the project.

6.0 PROSECUTION AND PROGRESS OF THE WORK

6.1 Supervision

6.1.1 The Contractor shall supervise and direct the Work, including all portions of the Work performed by any Subcontractor. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. The Contractor shall cooperate with the Authority and its contractors, Professional Services Consultants, agents and employees in every way possible.

6.1.2 Prior to the execution of this Agreement, the Contractor shall designate in writing an individual satisfactory to the Authority as the Contractor's Superintendent. The Contractor's Superintendent shall, so long as his/her performance is acceptable to the Authority, be responsible for the Contractor's Work through Final Completion of the Project. The Contractor's Superintendent shall have authority to receive and transmit instructions and information and render decisions related to the Project on behalf of the Contractor, and shall have the non-exclusive authority to bind the Contractor in all decisions, changes or other matters relating to the

Project. All directions given to the Contractor's Superintendent shall be binding as if given to the Contractor. The Superintendent shall only perform construction supervisory activities for the Project and shall not perform Construction Work, nor shall the Superintendent perform additional roles or functions on the Project (e.g., Safety Coordinator or Inspector, Quality Assurance/Quality Control Coordinator or QA/QC Inspector). The Superintendent shall not perform administrative support functions in addition to his/her construction supervisory duties.

6.1.3 The Contractor, at its discretion, may designate additional Superintendents, and, if it does so, shall provide to the Authority, in writing, the name and qualifications of the additional superintendent(s) as well as the authority granted to such additional superintendent(s).

6.1.4 At least one superintendent shall be present at the Site at all times while Work is being performed. When Work is not in progress, the Contractor shall have a plan, acceptable to the Authority, for responding to an emergency situation that requires the presence of the Contractor's superintendent. Such plan shall be communicated to the Authority in writing.

6.1.5 Whenever a superintendent is not present at the Site or at the site of any performance of a portion of the Work, the Authority may suspend all of the Work until a superintendent is present. Such suspension shall not be the basis of any Claim to the Authority for additional costs or a time extension.

6.2 Cooperation

6.2.1 The Contractor shall cooperate with other contractors, subcontractors, Professional Services Consultants and other entities engaged by the Authority to work on the Project. The Authority will identify in the Contract Documents such Professional Services Consultants, contractors and/or subcontractors and their roles on or before the Effective Date or within a reasonable time after the retention of such entities. At the direction of the Authority, the Contractor shall also cooperate with the Project School District and its personnel and any other applicable State agencies.

6.2.2 In the event that the Authority retains a Commissioning Agent, the Contractor shall cooperate with the Commissioning Agent and coordinate its Work with the Commissioning Agent.

6.2.3 If there is a difference of opinion as to the respective rights of the Contractor and others performing work within the limits of or adjacent to the Site, the Authority, in its sole discretion, will decide as to the respective rights of the various parties involved. The decision of the Authority is final and binding and is not cause for a Claim by the Contractor for additional compensation or delay.

6.2.4 The Contractor acknowledges that other entities will be performing work on the Site during the Contract Term. The Contractor hereby waives any and all Claims against the Authority for additional compensation, delay and/or inefficiencies that may arise due to other entities working on the Site.

6.2.5 The Contractor shall coordinate the Work and shall place and dispose of materials so as not to interfere with the work of the other entities on the Project. The Contractor shall coordinate its Work with the work of the other entities and shall perform its Work in proper sequence to allow other entities to complete their work accordingly.

6.2.6 All communications with the Authority shall be sent to the Authority's Project Manager. Where communications are required by the Contract Documents to be directed to persons other than the Authority, the Contractor shall furnish the Authority with a copy of such communications.

6.3 E-Rate Vendors and Installers

The Contractor shall ensure that the Project is constructed to maximize its telecommunications connectivity through, but not limited to, the Schools and Libraries Universal Service Fund, more commonly known as the E-Rate Program, instituted in accordance with the provisions of the Federal Telecommunications Act of 1996, Pub. L. 104-104, set forth at 47 U.S.C.A. § 253, and administered by the Universal Service Administrative Company ("USAC") under the direction of the Federal Communications Commission ("FCC"). The Contractor shall cooperate and coordinate with all E-Rate vendors and installers engaged by the Authority to install and provide information technology services, telecommunications and/or computer services for the Project and/or engaged pursuant to the E-Rate Program. The Contractor shall be responsible for preparing and maintaining the Project Schedule to reflect and facilitate the work of E-rate vendors and installers.

6.4 Utility Rebate Programs.

In addition to the requirements set forth in Section 6.3 above, the Contractor shall construct the Project to maximize all discounts, rebates and/or reimbursements for the Project available under any applicable State, local or Federal utility rebate and/or reimbursement program, including but not limited to, the N.J. Smart Start Buildings Program.

6.5 LEED™

The Contractor shall construct the Project in accordance with the "green building principles," as identified and more fully provided for in the Design Manual, and tenets developed by the United States Green Building Council ("USGBC") and set forth in the Leadership in Energy & Environmental Design ("LEED™") "Green Building Rating System" (LEED™ for Schools Version) to maximize energy efficiency and environmental sustainability for the Project. The Contractor shall cooperate with the Design Consultant and other Professional Services Consultants engaged by the Authority for the purpose of achieving Certification of the Project under LEED™ for Schools Rating System, version 3 ("LEED v.3 for Schools"). LEED™ is a registered trademark of the USGBC.

6.6 Inspection of Work

6.6.1 Each part or detail of the Work performed by the Contractor is subject to inspection by DCA, the Design Consultant, the Authority's Project Manager, the CM, the Authority or its representatives, and may be the subject of special inspections. DCA, the Design Consultant, the Authority's Project Manager, the CM and/or the Authority and its representatives shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection. When DCA, the Design Consultant, the Authority's Project Manager, the CM and the Authority or its representatives are on the Project Site in the course of their employment, they shall be deemed conclusively to be invitees of the Contractor.

6.6.2 The Contractor shall notify the CM in writing 72 hours prior to the need for required DCA inspections or special inspections. The Contractor shall not directly request any inspection from DCA. All communications with DCA shall be through the CM.

6.6.3 During official inspections, The Contractor is to provide proper supervision, labor and equipment to facilitate the inspection at no additional cost to the contract. The Contractor is to fully cooperate and provide supervision, standby labor, and equipment during all inspections, including providing all required documentation, DCA released drawings, shop drawings, etc. as needed.

6.6.4 Inspectors, whether Authority employees, representatives or third-parties engaged by the Authority, are authorized to inspect all Work. Such inspection may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the materials and equipment to be used. Inspectors are not authorized to alter or waive any requirements of the Contract Documents. Inspectors are not authorized to issue instructions contrary to the Contract Documents or to direct or otherwise supervise the Contractor. Inspectors have the authority to reject Work subject to confirmation by the Authority.

6.6.5 The Contractor shall not cover up any work that is subject to DCA inspection but which has not yet been inspected or approved by DCA.

6.6.6 The Authority may order any Work done without the required inspection to be removed and replaced. The Authority may order the removal and replacement of Work that covers or conceals other items of Work that have not yet received DCA inspection. The Contractor will be responsible for the costs of uncovering, removing, and/or replacing the uninspected Work.

6.7 Correction of Nonconforming or Defective Work

6.7.1 Repair and Replacement. In the event that the Authority determines that any of the Work performed or any of the materials furnished or equipment supplied, or any of the finished Work in which such materials are used or such equipment is installed, are not in strict conformity with the requirements of the Contract Documents or are otherwise defective, the Work, materials and/or equipment shall be removed, repaired, replaced or otherwise brought into strict compliance with the requirements of the Contract Documents by and at the sole cost and expense of the Contractor.

6.7.2 Correction of Nonconforming or Defective Work. The Authority shall require timely correction by the Contractor of nonconforming Work. If nonconforming Work remains uncorrected for more than thirty (30) Days from the Contractor's receipt of notice of the nonconforming Work from the Authority, its Project Manager, the Design Consultant, or DCA, the next Invoice to the Contractor may be reduced by an amount equivalent to the entire value of the nonconforming Work, as if the nonconforming Work is 0% complete. The Authority shall maintain a continuing list of nonconforming Work as determined by the Authority and shall make such list available to the Contractor. If the Contractor fails to repair, replace, remove or otherwise remedy any nonconforming or defective Work in accordance with this Section, the Authority shall repair, replace, remove or otherwise remedy the Contractor's nonconforming or defective Work at the Contractor's expense. In such case, an appropriate written notice shall be issued by the Authority to the Contractor notifying the Contractor of the Authority's decision to repair, replace, remove or otherwise remedy the nonconforming or defective Work and deducting from the payments then or thereafter due the Contractor the cost of repairing, replacing, removing or otherwise remedying the Contractor's nonconforming or defective Work. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Authority upon demand.

6.8 Submittals

6.8.1 Within thirty (30) Days of the Commencement Date, the Contractor shall prepare and submit to the CM a detailed schedule setting forth the dates and sequence for submission of Submittals, including sufficient time for review of such Submittals by the Authority, the CM and the Design Consultant ("Submittal Schedule"). The CM and Design Consultant shall review the proposed Submittal Schedule by the Contractor and provide to the Authority written comments and recommendations for acceptance or rejection of the Submittal Schedule within seven (7) Days of receipt of the proposed Submittal Schedule. The Authority shall accept, provide

comments to, or reject the Submittal Schedule within fourteen (14) Days of receipt of the CM and Design Consultant comments to the Contractor's proposed Submittal Schedule. Once accepted by the Authority, the Submittal Schedule shall be used by the Authority and the CM to monitor the Contractor's progress in providing Submittals in a timely manner to avoid delays to the Work. The Contractor's responsibility to prepare and maintain the Submittal Schedule is in addition to its obligation to prepare and maintain the Project Schedule as set forth in Section 5.4.

6.8.2 The Contractor shall prepare and submit to the CM and the Design Consultant all Submittals required by the Contract Documents. The CM and the Design Consultant shall provide to the Authority written comments and recommendations for acceptance or rejection of the Submittal within seven (7) days of receipt of the Submittal. The Authority shall return the reviewed Submittal to the Contractor with comments or reject or accept the Submittal within seven (7) days of receipt of the comments and recommendations from the CM and the Design Consultant. Submittal review by the Authority, the CM and the Design Consultant shall be solely for the purpose of determining whether the items or equipment specified in Submittals are consistent with the requirements of the Contract Documents, and is not deemed to be undertaken for any other purpose, including: 1) determining the accuracy and completeness of each Submittal; 2) determining that any other details such as dimensions and quantities have been complied with; 3) substantiating instructions for installation and performance of equipment or systems designed by the Contractor; 4) approval of safety precautions; or 5) approval of construction means, manners, methods, techniques, sequences or procedures, all of which shall remain the Contractor's responsibility. The review of specific items also shall not indicate review of an assembly of which the item is a component.

6.8.3 The Contractor shall stamp each Submittal with a stamp certifying that by preparing and providing Submittals, the Contractor has (1) verified all materials, field measurements and field construction criteria related thereto, (2) coordinated the information contained within such Submittals with the requirements of the Work and the Contract Documents, and (3) verified that the Submittals conform to the Contract Documents.

6.8.4 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Authority's acceptance of any Submittal, unless the Contractor has specifically informed the Authority in writing of such deviation at the time of submission and the Authority has issued written approval to the specific deviation.

6.8.5 If a Submittal is rejected by the Authority, the Contractor shall revise and resubmit the Submittal within five (5) Days of the rejection.

6.8.6 In the event that the Contractor is required to revise and resubmit any Submittal, the Contractor shall identify, in writing, all revisions made by the Contractor.

6.8.7 No portion of the Work requiring submission of a Submittal shall be commenced until the Submittal has been accepted by the Authority and returned to the Contractor marked "accepted." All such portions of the Work shall be performed in accordance with accepted Submittals.

6.8.8 The Contractor acknowledges that the Authority may require the Contractor to make a reasonable number of changes to the Submittals prior to the Authority's acceptance of such Submittals

6.8.9 The Contractor is required to maintain all submitted submittals, including shop drawings, on the jobsite at all times. The submitted submittals shall be organized and filed by specification number and review status (i.e. "accepted," "rejected" or "pending" submittals). Copies shall be supplied to the CM for the record as required or requested. .

6.9 **Substitutions**

6.9.1 Whenever materials or equipment are specified or described in the Contract Documents by using the brand name of an item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no approved equal is permitted, material and equipment of other suppliers may be accepted, but only if the Contractor submits a written request to use an approved equal including the following information regarding the proposed equal for the Authority's review and approval:

6.9.1.1 Manufacturer or supplier data sheets providing detailed Specifications and product Data;

6.9.1.2 A written statement from the Contractor or its Subcontractor stating the reasons that the proposed item or supplier is necessary or preferred for use on the Project;

6.9.1.3 A cost analysis identifying the cost savings to the Authority if the proposed equal is used; and

6.9.1.4 Any other relevant information to be considered by the Authority in evaluating the Contractor's proposed equal.

6.9.2 Equals proposed by the Contractor will be compared against the criteria provided in the Contract Documents. The Authority will either accept or reject the proposed equal within ten (10) Days of receipt of the Contractor's written request for the use of an approved equal with all of the required information necessary for the Authority to review the request. Authority

acceptance of an equal does not release the Contractor of its responsibility under the terms of the Contract Documents to produce Work, materials or equipment in conformity with the requirements of the Contract Documents, and further does not relieve the Contractor of its responsibility to submit to the CM a Submittal for acceptance of the approved equal.

6.9.3 The Authority will not permit any increases in the Contract Price or extensions of the Contract Time as a result of the use of the approved equal.

6.9.4 The Authority may require the Contractor to furnish, at no cost to the Authority, a special performance guarantee or other security with respect to any approved equal.

6.9.5 When the Contract Documents permit the use of more than one type of a particular material, equipment or product, the Contractor shall choose and use only one acceptable, approved type of material, equipment or product for installation on the entire Project.

6.10 As-Built Plans and Drawings and Project Closeout Procedures

6.10.1 Requirements. In addition to the requirements for Final Payment included in Section 13.9 of this Agreement, the Contractor shall comply with the following requirements and procedures concerning As-Built Plans and Drawings and Project Closeout.

6.10.2 As-Built Documents. The Contractor shall keep on the Project Site, and make available to the Authority at all times, one set of Plans and Specifications to be marked "As-Built" (the "As-Built Documents"). During the course of the Project, the Contractor shall regularly mark the As-Built Documents with colored pencils to reflect any changes, as well as the dimension and the location of all pipe runs, conduits, traps, footing depths or any other information not already shown on the plans or differing therefrom. All buried utilities outside the Building shall be located by a survey performed by a licensed surveyor, who shall certify as to the accuracy of the surveys. The As-Built Documents and survey shall be made available to the Authority upon request at any time during the progress of the Work. The As-Built Documents shall be prepared in accordance with the requirements of the Authority's Real Estate Services division.

6.10.3 Certification of As-Built Documents. The Contractor shall submit the final As-Built Documents to the Authority with a certification as to the accuracy of the information thereon at the time of Final Completion and before Final Payment is made to the Contractor. Submission of the As-Built Documents and certification are explicitly required as a condition precedent to Final Payment.

6.10.4 As-Built Survey to DCA. The Contractor shall submit to DCA prior to issuance of a Certificate of Occupancy an "as-built" survey of the Building location along with any additional documentation required by the Authority for issuance of the Certificate of Occupancy.

6.10.5 Project Closeout. Upon Final Completion of the Project, the Contractor shall also submit to the Authority upon request, three (3) sets of all shop and/or erection drawings used for "as-built" documentation and all Operating, Instruction and Maintenance manuals for Equipment. The Contractor shall also provide video training to instruct Project School District personnel to properly operate and maintain systems, equipment and similar items provided as part of the Contractor's Work.

6.11 Testing

6.11.1 Prior to the initiation of any testing required by applicable Legal Requirements, the Contract Documents or any manufacturer or supplier, the Authority will provide the Contractor with the names of approved testing laboratories, firms or services for use on the Project. The Contractor shall utilize only testing laboratories, firms or services approved or otherwise provided by the Authority. Failure to use such approved entities shall be grounds for rejection of the inspection or test as nonconforming.

6.11.2 The Contractor shall notify the CM in writing of all scheduled testing of materials or equipment. The notice shall be provided no later than seven (7) Days prior to the scheduled test. The Authority shall bear the cost of material and equipment testing specifically required by Code, the Contract Documents, or any manufacturer or supplier. The Contractor shall bear the costs associated with all other testing performed, except for that testing requested by the Authority pursuant to section 6.11.3 below.

6.11.3 The Authority may direct, in writing, that testing be performed in addition to the testing required by Code, the Contract Documents or any manufacturer or supplier. The Contractor shall retain the testing firm and coordinate such additional testing and shall invoice the Authority for such additional testing. The Authority shall bear the costs of such additional testing and shall reimburse the Contractor for such additional testing after the testing report is complete, unless the test report for the additional testing requested by the Authority pursuant to this Section 6.11 reveals that the Work does not comply with the requirements of the Contract Documents. If the test report for the additional testing reveals that the Work does not comply with the requirements of the Contract Documents or is defective, the Contractor shall bear any and all costs of such testing.

6.11.4 All test reports shall be submitted to the CM and shall be accompanied by a certification signed by the Contractor attesting to the Contractor's knowledge of the contents of the Submittal, acceptance by the Contractor of

the test and/or inspection findings, acknowledgment that the materials and/or equipment tests meet the required standards, and a certification that the test and/or inspection report is accurate. Failure to provide the written certification shall be grounds for rejection of the Submittal.

6.12 Equipment and Materials

6.12.1 The Contractor warrants to the Authority that all materials and equipment furnished under the Contract Documents will be new, unless otherwise specified, and that all Work will be of good quality, free from faults, defects, and in conformance with the Contract Documents. All materials and equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and rejected by the Authority. If required by the Authority, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to, and not in lieu of, any other warranty or guarantee provided for in this Agreement and/or by a manufacturer.

6.12.2 The Contractor shall furnish and deliver the necessary equipment and materials in ample quantities and as frequently as required to avoid delay in the progress of the Work and shall store them so as not to cause interference with the orderly progress of a Project. The Contractor shall have a representative at the Site to accept delivered equipment and materials, as such equipment and materials will not be accepted for delivery by the Authority

6.12.3 The Contractor shall provide the necessary protection to stored materials and work in place to prevent damage, injury or loss of work in progress and to preclude the formation of extraneous substances like mold on work in place and stored materials.

6.12.4 The Contractor shall provide reasonable protection to prevent damage, injury or loss to the Work and the materials and equipment to be incorporated therein, whether in storage on or off the Project Site, under the care custody or control of the Contractor or any of its Subcontractors or suppliers. Such reasonable protections under this Section 6.12.3 shall include at a minimum, the following:

6.12.4.1 Storage of materials is the responsibility of the Contractor. Materials shall be stored immediately on delivery, whether delivered to the Project Site or to an off-Site location, in accordance with manufacturer's instructions, to ensure the preservation of their quality and fitness. Stored materials, even if accepted before storage, may again be inspected prior to their use on the Project. Stored materials shall be located so as to facilitate their prompt inspection and maintenance.

6.12.4.2 Any materials or equipment susceptible to damage from the elements shall be stored in weather-tight enclosures. The Contractor shall maintain the temperature and humidity in the enclosed areas within the ranges stated in the manufacturer's instructions. The Contractor shall also store unpacked and loose products on shelves, in bins, or in neat groups of like items within the enclosed areas.

6.12.4.3 For exterior storage of materials or equipment, the Contractor shall provide substantial platforms, blocking, or skids, to support products above ground. The Contractor shall protect materials and equipment from soiling and staining and, for materials and equipment that are subject to discoloration or deterioration from exposure to the elements, the Contractor shall cover such equipment and materials with impervious sheet metal and provide ventilation to prevent condensation. The Contractor shall store granular materials on clean, solid surfaces such as pavement, or on rigid sheet materials to prevent mixing with foreign matter. The Contractor shall also provide surface drainage to prevent erosion and ponding of water in areas where materials and equipment are stored.

6.12.4.4 Any materials or equipment for the Project stored off-Site by the Contractor shall be stored in a bonded and insured warehouse.

6.12.5 With the acceptance of the Authority, portions of a Project Site may be used for storage purposes and for the placing of the Contractor's plant and equipment, but additional space, as required, must be provided by the Contractor at its expense. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. Copies of such written permission shall be furnished to the Authority prior to use of private property for storage. Contractor shall restore storage sites to their original condition once the site is no longer used by the Contractor for storage, at no cost to the Authority.

6.12.6 No materials, equipment, or supplies for use on the Project shall be subject to any lien or encumbrance or other agreement by which an interest is retained by the seller or any other person or entity. The Contractor warrants by signing its Invoice that it has good and sufficient title to all material, equipment and supplies used by it in the Work, free from all liens, claims or encumbrances.

6.13 Acceptance and Rejection of Materials, Equipment Assemblies and Furnishings

6.13.1 When specified by the Contract Documents, materials, equipment, assemblies and furnishings will be accepted only if the Contractor provides the Authority with such materials, equipment, furnishings or assemblies that are fully compliant with all requirements. The Contractor's incorporation

of any and all materials, equipment, furnishings or assemblies into the Work shall constitute the Contractor's acknowledgement that such materials, equipment, furnishings or assemblies are compliant with all applicable requirements.

6.13.2 All materials, equipment, assemblies and furnishings, whether in place or not, which are not compliant with the requirements of the Contract Documents shall be considered as unacceptable, and shall be rejected and removed immediately from the Project Site. Rejected materials, equipment, assemblies or furnishings, the defects of which have been corrected, shall not be used unless and until accepted by the Authority.

6.14 Use of Explosives

6.14.1 When the use of explosives is necessary for the prosecution of the Work, the Contractor shall exercise the utmost care not to endanger life or property, including the Work. The Contractor shall be solely and strictly liable for all damage resulting from the use of explosives.

6.14.2 The Authority shall schedule a pre-blast meeting with the Contractor and the Office of Safety Compliance, Mine Safety and Explosives for the New Jersey Department of Labor. No blasting will be permitted prior to the pre-blast meeting.

6.14.3 Prior to performing any blasting or use of explosives, the Contractor shall carefully document the existing condition of all adjacent properties by taking a minimum of twelve (12) digital photographs of each adjacent property, including the structures thereon, and by documenting the condition of the same in a video recording of sufficient length and detail as to capture all existing conditions. The Contractor shall submit copies of such photographs in digital and hard copy format, and shall submit copies of the video in DVD format.

6.14.4 Explosives on the Project Site shall be stored safely under lock and key. The storage places shall be expressly marked DANGEROUS EXPLOSIVES. The storage, handling and use of explosives and highly inflammable materials shall conform to the regulations of DCA, the New Jersey Department of Labor and any local Authority Having Jurisdiction over the Project.

6.15 Utilities

6.15.1 Prior to commencing any excavation activity, the Contractor shall contact the proper utility companies and/or the State, County or City to identify the location of any existing utility lines, pipes or other equipment, whether in use or not. The Contractor shall be solely responsible for locating existing utilities, and shall be solely responsible and liable for any damages, fees,

fines, claims or other costs associated with any damage or interruption to such utilities.

6.15.2 The Contractor shall protect all utilities encountered while performing the Work, regardless of whether such utilities are indicated in the Contract drawings. The Contractor shall exercise due care when excavating around utilities and shall restore any damaged utilities to the same or better condition as existed prior to starting the Work, at no cost to the Authority. The Contractor shall maintain existing utilities and other services, even if they are shown to be abandoned on the Contract drawings, in service until new facilities are installed, tested and approved for use.

6.15.3 All cut-overs of mechanical and electrical services to existing buildings and/or School Facilities shall be approved, scheduled and coordinated in advance with the relevant municipal utility and the District, and must be performed at a time convenient to the occupants of the existing building and/or School Facility so as not to unreasonably interfere with their operations.

6.16 Layout and Dimensional Control

6.16.1 Except to the extent required in Section 3.6 herein, the Contractor shall be responsible for locating and laying out the Project, including, but not limited to, the School Facility and all of its components on the Site, in strict accordance with the Contract Documents, and shall accurately establish and maintain dimensional control on the Site. The Contractor shall employ the services of a competent and licensed New Jersey engineer or land surveyor, as appropriate, to perform all layout work on the Project. The Contractor shall furnish Submittals to the Authority including certifications of all survey and layout information collected by the Contractor and/or its engineer/land surveyor.

6.16.2 The Contractor is responsible for establishing all points, lines, elevations, grades and bench marks for proper control and execution of the Work. The Contractor shall establish a single permanent benchmark, to which all three coordinates of dimensional control shall be referred. The Contractor shall verify all Authority-furnished topographical and utility survey data and all other points, lines, elevations, grades and benchmarks provided by the Authority. The Contractor shall maintain and protect all monuments and control points and shall re-establish those that are lost. All Subcontractors shall have access to the monuments/control points/marks under the control of the Contractor.

6.16.3 Should any discrepancies be found between information provided in the Contract Documents and the actual Site conditions, the Contractor shall immediately notify the Authority in writing of such discrepancy, and shall

not proceed with any Work affected until the Contractor receives receipt of written instructions from the Authority.

6.17 Security

6.17.1 The Contractor shall be responsible for preparing and submitting a Security Plan to the CM. Within ten (10) Days of receipt of the Contractor's Security Plan, the CM shall review and recommend to the Authority acceptance or rejection of the Contractor's Security Plan. The Authority will either accept or reject the Contractor's Security Plan within five (5) Days of receipt of the CM's recommendation to the Authority. If the Contractor's Security Plan is rejected, the Contractor shall revise and resubmit its Security Plan to the CM until it is accepted. Once the Contractor's Security Plan is accepted, the CM shall monitor the Contractor's compliance with the Security Plan to ensure that the Contractor meets or exceeds the accepted Security Plan.

6.17.2 At a minimum, the Contractor's Security Plan shall require the Contractor to provide all locks, doors and security necessary to secure the School Facility until Substantial Completion of the Project. The Contractor's Security Plan shall also provide for one (1) security guard to be present at the Project Site at all times when the Contractor is not on-Site. In addition, the Contractor shall be responsible for the security of any stored materials and/or temporary structures that it has located on the Project Site or elsewhere. The Contractor shall provide all Site fencing, gates, security personnel, security services, and security structures and equipment required by the Contract Documents, or otherwise necessary to properly protect the Site and the Work.

6.17.3 All Contractor and Subcontractor personnel must sign in and out daily. Each day the Contractor shall supply to the CM a copy of the Daily Sign-in/Sign-out sheet for the previous day's activity.

6.17.4 At no time will any gate, door, fence or other exterior site access be left unsecured, unguarded or temporarily barricaded.

6.18 Authority Field Office and Temporary Facilities

6.18.1 The Contractor will provide an on-Site, suitable, separate, weather-tight, heated, insulated field office, and will secure the necessary permits for such field office, for use by the Authority's employees, the CM, and Professional Services Consultants and agents. The Contractor shall also provide storage areas, staging areas, excavation borrow/spoils designated areas, commercial canteen areas, telephones, toilet facilities, and other temporary facilities which are necessary to perform the Work, as well as employee vehicular parking areas. The Contractor shall locate such areas to suit

Project requirements, subject to acceptance of the Authority, and the Contractor shall be responsible for maintaining such facilities.

6.18.2 The Contractor shall provide such temporary electricity, water, or other utilities, and shall secure the necessary permits for such utilities, which are necessary to perform the Work. The Contractor shall also supply such temporary enclosures and heat which are necessary to perform the Work and meet the Milestone dates in the Schedule.

6.18.3 The Contractor shall provide Project signage which shall be installed and maintained per the direction of the CM and/or the Authority. A 4'-0" x 8'-0" Project Sign, as specified by NJSDA, is to be furnished, installed, re-located (if necessary) and maintained by Contractor. Upon direction from the CM, the Contractor shall remove and dispose of signage. .

6.19 **Photographs**

6.19.1 Within forty-eight (48) hours of the issuance of the Notice to Proceed, the Contractor shall take as many digital photographs, but in no event fewer than twenty-four (24) photographs, of the Project as necessary to record the existing conditions of the Site. The Contractor shall submit these photographs to the CM within seven (7) Days of the Notice to Proceed.

6.19.2 The Contractor shall submit with its monthly Invoice a minimum of twelve (12) digital photographs documenting in detail the progress of the Work during the prior month for which the Invoice is submitted. Each photograph shall be noted with the date and time the picture was taken, the name of the Project, description of the photograph and information identifying directional information (e.g. "looking north").

6.19.3 Within five (5) Days of receiving a Certificate of Substantial Completion, the Contractor shall take a minimum of twenty-four (24) digital photographs, providing the information noted in 6.19.2 for each photograph,, and a video recording, with sound that describes what is being shown, in DVD format of the Project. The video and digital photographs required by this Section 6.19.3 shall be submitted to the CM within ten (10) Days of the Contractor's receipt of a Certificate of Substantial Completion.

6.19.4 All digital photographs submitted by the Contractor under this Section 6.19 shall be taken from locations approved by the CM and submitted to the CM in digital electronic form and two (2) sets of prints.

6.20 **Construction Web Camera**

6.20.1 The Contractor shall, at the time of commencement of Work and continuing until Substantial Completion of the Project, supply, install and maintain a

video camera ("Webcam") with connection to an internet website that displays the video output from the Webcam.

6.20.2 The Webcam supplied by the Contractor on the Project must be equipped with:

(a) Pan, tilt and zoom capabilities;

(b) At least 640x480 live video resolution;

(c) Password protection; and

(d) Recording capabilities.

6.20.3 The Contractor must provide the following Webcam Related Equipment and Services in connection with the provision of the Webcam:

(a) Webcam hardware, including network wiring (hardwired or cellular wireless) connection;

(b) Website Hosting with security controls such as password protection to protect content and configuration;

(c) Set up, installation, configuration and monitoring of the Webcam;

(d) Maintenance services; and

(e) Photo archiving of the Webcam output until Substantial Completion.

6.20.4 The Contractor shall provide the mounting hardware, power connection and equipment (120 VAC, 220 VAC or solar power as needed or as available on site), weather protection and DSL, cable or equipment for cellular wireless capability for the Webcam. The Contractor must secure the necessary software to provide and maintain the website for camera access.

6.20.5 The Contractor shall provide Authority personnel with the ability to operate Webcam controls in order to allow the Webcam to be panned across the Project site or temporarily disabled by the Authority in the event of an emergency.

6.20.6 Installation of the Webcam and related components, location of the Webcam mounting, and orientation of the Webcam view of the Project Site must be coordinated with the CM and the Authority's Project Manager.

6.20.7 At Substantial Completion, the Contractor must provide for removal of the Webcam and related components and must provide the Authority with any saved data or archival images from the Webcam feed.

6.20.8 If at any time until Substantial Completion, the Authority requests that the Contractor relocate the mounting of the Webcam, or otherwise reorient the view of the Webcam, the Contractor shall do so at its own expense.

6.21 Repair of Finished Surfaces, Applied Finishes, Other Materials

6.21.1 Before Substantial Completion of the Project, the Contractor shall replace all broken, scratched or otherwise damaged glass or other materials installed by it or its Subcontractors on the Project regardless of the cause of the breakage or damage. Between Substantial Completion and Final Completion, the Contractor shall replace all broken, scratched or otherwise damaged glass or other materials damaged by it or its Subcontractors on the Project.

6.21.2 The Contractor shall clean all glass on the Project on both sides at Final Completion, or when directed, removing all paint spots, stains, plaster, or other foreign material from the glass.

6.21.3 Until the Contractor achieves Substantial Completion, the Contractor shall be solely responsible for any repairs required due to any cracking, delamination, peeling or dislodging of finished surfaces such as concrete, pre-cast concrete, cast stone, natural stone, unit masonry, millwork, plaster and the like, and applied finishes such as paint and special coatings, regardless of the cause of such required repairs. Subsequent to Substantial Completion and prior to achieving Final Completion, the Contractor shall be responsible for any repairs required due to any cracking, delamination, peeling or dislodging of finished surfaces such as concrete, pre-cast concrete, cast stone, natural stone, unit masonry, millwork, plaster and applied finishes such as paint and special coatings, if the damage to the aforementioned finished surfaces results from the actions or inaction of the Contractor or its Subcontractors. The requirements of this Section 6.21.3 shall in no way relieve or reduce the Contractor's warranty requirements pursuant to the Contract Documents.

6.22 Access, Roads and Walks

6.22.1 The Contractor shall not obstruct any road or traffic area on the Project. The Contractor shall provide, place, grade and compact all necessary materials to maintain such routes in good condition. The Contractor shall remove snow and debris as necessary to provide and maintain in serviceable condition the access roadbed as well as pedestrian ways. The Contractor shall keep adjacent streets free of any dirt coming from the Site. The Contractor shall provide all sediment control protection required by the

Authority Having Jurisdiction over the Project. The entire Project Site shall be fenced in with wind screens for dust control.

6.22.2 The Contractor shall obtain permission in writing from the appropriate property owners before using for construction purposes any existing driveways or parking areas outside the boundaries of the Project Site. If permission is obtained, the Contractor shall maintain such driveways and areas in good condition during the construction period, and at Final Completion, shall leave them in the same condition as they were at the start of the Work.

6.22.3 The Contractor, its employees, Subcontractors and/or Subconsultants shall not park trucks or vehicles on streets adjacent to the Project Site

6.22.4 The Contractor is responsible for the sidewalks, curbs, streets and other property that may become damaged during its operations. The Contractor shall replace said property to the satisfaction of the CM, the Authority and, the adjacent affected property owner (if applicable), at its own expense.

6.23 Building and Site Cleanup

6.23.1 In addition to any other requirements set forth in the Contract Documents, the Contractor shall keep the Building, Site and surrounding streets and sidewalks reasonably free from debris, trash and construction waste to allow the Contractor to perform the Work efficiently, safely and without interfering with the use of adjacent land. The Contractor shall be responsible for providing snow removal, grass maintenance and litter removal

6.23.2 The Building and Site must be cleaned daily. All work areas and adjoining roads and walkways used by the public, must be broom swept and all debris must be removed at the end of every shift or at appropriate intervals during the workday, to the satisfaction of the CM and Authority, to ensure safety and proper housekeeping to minimize risk of injury, fire, or other impacts to worker or public safety.

6.23.3 If the Contractor fails to properly and completely clean up after each shift, the next scheduled shift may be utilized by CM (or Authority) to complete cleaning prior to the Contractor being allowed to proceed with any contract scopes of work. The Contractor is to provide full time dedicated labor forces to provide ongoing cleaning services. Failure to so provide will result in lost time at no additional cost to the Authority. In the event the Authority is required to retain outside cleaning services to perform the obligations of the Contractor under this Section, the Contractor will be backcharged for the full cost of such services plus the cost of supervision by CM or Authority, if applicable.

6.23.4 Throughout the duration of the Project, the Contractor shall sort and separate construction debris for recycling as required by USGBC LEED criteria.

6.23.5 Upon Substantial Completion of the Work, or a portion of the Work, the Contractor shall remove all debris, trash, construction waste, materials, equipment, machinery and tools or applicable portions thereof to permit the Authority to occupy the Project or a portion of the Project for its intended use.

6.24 Importation and Exportation of Fill Materials

6.24.1 Importation of Fill Materials

6.24.1.1 All Imported Fill brought onto the Project Site shall be suitable for the Project from both an engineering and environmental quality perspective. The environmental quality of the Imported Fill utilized on the Project shall not negatively affect the environmental classification of the Project Site.

6.24.1.2 Only "Certified Clean Fill" shall be imported to the Project Site for use in any remedial action. In the absence of the appropriate certification in accordance with NJDEP Technical Requirements for Site Remediation (7:26E-6.4(b)2 and 3), Imported Fill to be used in a remedial action must be supported by analytical test results from a New Jersey-certified laboratory documenting that the fill has been tested and does not contain constituents of concern in excess of NJDEP Soil Remediation Standards. The Contractor shall provide to the CM the analytical test results for all Imported Fill before such Imported Fill is brought onto the Site. The Contractor shall be responsible for the costs of any testing to satisfy the requirements of this Section 6.24.1.

6.24.1.3 Unless an alternative sampling program is approved by the Owner and deemed acceptable to NJDEP, all Imported Fill to be used for remedial actions shall be analyzed for Total Petroleum Hydrocarbons ("TPHC") Diesel Range Organics ("DRO"), Target Contaminant List ("TCL") volatile organic compounds (VOCS), TCL semivolatile organic compounds ("SVOCs"), TCL pesticides and herbicides, polychlorinated biphenyls ("PCBs"), Target analyte List (TAL) metals, and cyanide. A library search for tentatively identified compounds ("TICs") shall be included with the VOC and SVOC analysis (e.g. VOC+15, SVOC+25). The Contractor shall submit laboratory test data for the proposed imported fill and/or topsoil at a frequency of one (1) representative composite sample per 500 cubic yards per each different source for the first 5,000

cubic yards and one representative composite sample for each additional 5,000 cubic yards.

6.24.1.4 Sampling of soil or fill will be in conformance with the latest versions of the Technical Requirements for Site Remediation and the NJDEP's Field Sampling Procedures Manual.

6.24.2 Exportation of Fill Materials

6.24.2.1 Excess fill to be removed or exported from the Site shall be exported in a manner and disposed at a receiving site such that the environmental quality of the excess fill shall not cause the environmental classification of the destination property, if an unrestricted use, to change to a restricted use.

6.24.2.2 The Contractor shall provide testing of all excess fill to be exported from the Site, for the purpose of classifying any contaminants contained therein, and to allow for proper disposal at qualified facilities. The Contractor shall be responsible for the costs of any testing to satisfy the requirements of this Section 6.24.2.

6.24.2.3 No Impacted Materials identified on the property (including "historic fill") shall be exported for reuse, unless the reuse destination is permitted by law to accept these materials.

6.24.2.4 Prior to exportation of fill from the Project Site, the Contractor shall (1) provide the design consultant (or its authorized engineer) with the name and address of the fill destination; and (2) provide the design consultant (or its authorized engineer) with documentation affirming that the destination property is permitted to accept the fill; and (3) provide a letter from the receiving facility that they agree to accept the material.

6.24.2.5 Upon exportation of fill from the Project Site, the General Contractor shall provide copies of properly executed manifests to the design consultant (or its authorized engineer) and the Authority.

6.24.2.6 Reuse of concrete and masonry as fill shall be in accordance with NJDEP guidance.

6.24.2.7 All fill importation and exportation shall be managed in accordance with local, state, and federal laws and regulations.

7.0 SUBCONTRACTORS

7.1 **General.** In the event the Contractor hires, employs or otherwise engages Subcontractors, the Contractor shall be considered the sole point of contact with regard to all matters relating to the Contract. All communication between

Subcontractors and the Authority shall pass through the Contractor. All subcontracts must be memorialized in a writing signed by a representative of the Contractor and the Subcontractor, and the terms of each such subcontract must be clearly specified therein. Upon request of the Authority, the Contractor shall immediately produce the original written Subcontract.

7.2 **Approval by the Authority.** The Contractor must: (i) when required under Section 7.4 below, select only Subcontractors that have been pre-qualified by the Authority, and (ii) in all cases, obtain the consent of the Authority, as detailed in Section 7.3 below, prior to the engagement of any Subcontractors.

7.2.1 The Contractor will not be permitted to subcontract to entities or individuals suspended or debarred by the State of New Jersey, or to entities or individuals that are otherwise not eligible to perform as Subcontractors on the Project pursuant to regulation, the Authority procedures or the requirements of the Contract Documents.

7.2.2 The Contractor shall list in its bid proposal all Subcontractors required by statute or Authority regulation to be named, or as otherwise required to be named by the terms of the Authority's RFP for the Project.

7.3 **Approval of Subcontractors.** As soon as a potential Subcontractor has been identified by the Contractor, but in no event less than twenty (20) Days prior to the scheduled commencement of work by such Subcontractor, the Contractor shall notify the Authority in writing of the name and address of such Subcontractor and shall request that the Authority approve such Subcontractor. The Authority shall respond to the Contractor's request within fourteen (14) Days of submission, and shall approve or reject the named Subcontractor.

7.3.1 If the Project is subject to a PLA, then PLA Letters of Assent ("LOA") are an express condition for approval of any Subcontractor or Subconsultant on the Project. The Contractor shall include and incorporate the full text of the PLA, including a copy of the Contractor Signature Page as executed by the Contractor and the form of the Subcontractor's LOA, into each and every subcontract for Work on the Project, when the subcontract concerns Work regulated by the PLA.

7.3.2 The Contractor shall ensure that each and every Subcontractor performing PLA-regulated Work on the Project shall submit to the CM an original, executed LOA, in the form attached to the PLA, and shall submit a copy of the executed LOA to the Authority's Labor Relations Manager prior to beginning any Work on the Project.

7.3.3 Subcontractors of any tier whose proposed Work is regulated by the PLA, and who are found to be non-compliant after the start of any such Work may have their approval revoked and/or may be subject to removal.

7.3.4 If the Authority rejects a Subcontractor submitted by Contractor, the Authority shall notify the Contractor as to the grounds on which such rejection is based. Contractor shall submit a new Subcontractor for approval. In no event shall a Subcontractor commence work on the Project prior to approval by the Authority.

7.4 **Pre-Qualification of Subcontractors.** The Contractor shall comply with the Authority's regulations and standards for the prequalification of Subcontractors for certain types of Work on the Project. For that type or quantity of work for which prequalification is generally required by the Authority, the Contractor shall only employ Subcontractors who are pre-qualified by the Authority to perform such Work.

7.5 **Responsibility for Subcontractors.** It is expressly understood by the Contractor that the consent of the Authority to the subcontracting of any Work under the Contract Documents shall not relieve the Contractor from performing its obligations under the Contract Documents. Consent by the Authority to any subcontracting of any part of the Work shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as consent to the engagement by the Contractor of a particular Subcontractor. The Contractor shall coordinate the activities of all Subcontractors.

7.6 **Performance of Work by Subcontractors.** The Contractor shall be responsible for all Work performed by its Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the Authority and any Subcontractor, including any third-party beneficiary rights.

7.7 **Payments to Subcontractors.** The Contractor shall comply with the provisions of N.J.S.A. 2A:30A-2, concerning the prompt payment of Subcontractors.

8.0 CHANGES IN THE WORK

8.1 General

8.1.1 The Authority reserves the right to make such alterations, deviations, additions to, or omissions from the Work as it deems necessary for the satisfactory completion of the Project. Such increases, decreases, alterations or omissions shall not invalidate the Contract or release the Contractor's surety.

8.1.2 Changes in the Work may be accomplished by Change Order or Construction Change Directive consistent with the procedures and requirements set forth in this Section 8. Submission or review of a Submittal or RFI does not constitute a Change in the Work.

8.2 Change Orders

8.2.1 A Change Order shall not be effective for any purpose unless executed by the Authority and the Contractor.

8.2.2 A Change Order may be executed by the Contractor and the Authority for the purpose of (a) modifying the scope of the Work; (b) revising the Contract Time; (c) adjusting the Contract Price to reflect changes in the scope of the Work; or (d) revising other terms and conditions of the Contract Documents.

8.2.3 All changes to the scope of the Work authorized by Change Order shall be performed pursuant to the terms of a Change Order, including, but not limited to, any drawings or Specifications provided as part of the Change Order.

8.3 **Contract Change Requests and Proposal Requests**

8.3.1 Contractor-Initiated Contract Changes. The Contractor may initiate a Change in the Contract by issuing a Contract Change Request. Within (10) Days of encountering a condition, event or occurrence that allegedly causes or necessitates a Change in the Work, the Contractor shall so notify the Authority in writing of the event necessitating a Change in the Work by issuing a Contract Change Request. Contract Change Requests may be issued by the Contractor, and if approved, a Change Order will be issued accordingly. A Contract Change Request does not authorize the Contractor to perform the change to the Work requested, but may trigger the issuance of either a Change Order or a Construction Change Directive by the Authority.

8.3.2 The Request shall include a complete explanation of the relevant circumstances, and provide a detailed description of the support for any adjustment to the Contract Price or Contract Time that Contractor is claiming for the Change in the Work. Requests for adjustments to Contract Time shall conform to the requirements of Sections 8.3.5 and 8.4 of these General Conditions.

8.3.3 Authority-Initiated Contract Changes and Proposal Requests. The Authority may initiate changes in the Contract by issuing a Construction Change Directive or by issuing a Proposal Request that identifies a Change in the Work, and requests a proposed price, and other information, from the Contractor for the Work identified in the Proposal Request. Upon receipt of a Proposal Request from the Authority, the Contractor shall review the Proposal Request, and within ten (10) Days of receipt of the Proposal Request shall prepare a Proposal identifying in writing any adjustment to the Contract Price or Contract Time that the Contractor claims is necessitated by the proposed Change in the Work, and providing adequate support for any such adjustments to Contract Price or Contract Time. The

Contractor's Requests for adjustments to Contract Time shall conform to the requirements of Sections 8.3.5 and 8.5 of these General Conditions.

8.3.4 All requests for adjustment to the Contract Time or Contract Price shall contain a written representation by the Contractor that the requested adjustments include all known and anticipated delay impacts or costs, including all direct, indirect and consequential damages which may be incurred as a result of the Change in the Work.

8.3.5 All requests for adjustment to the Contract Time shall be accompanied by copies of both the current accepted Project Schedule (i.e., most current, accepted Schedule update) and a proposed revision to that Schedule incorporating the changed Work and the effect the Change in the Work is expected to have on the Schedule (also referred to as a Schedule Fragnet). Failure to provide the required Schedule data shall be grounds for rejection of the Contract Change Request

8.3.6 Following the submission of a Proposal or Contract Change Request by the Contractor, or receipt of a Proposal Request from the Authority, the Contractor shall diligently continue performance of all other Work in accordance with the Contract Documents, unless otherwise directed by the Authority.

8.4 Calculation of Adjustments to the Contract Price

8.4.1 In the event that the Authority approves a Contract Change Request, and/or issues a Change Order or a Construction Change Directive including an adjustment to the Contract Price, the Authority shall be the sole arbiter as to whether the Contract Price shall be adjusted on a lump sum or time and materials basis.

8.4.2 Upon request by the Authority, the Contractor shall submit within ten (10) Days a lump sum cost proposal for the Change in the Work. The Contractor's proposal shall itemize the labor and material costs for the various components of the Change in the Work, shall conform to the instructions regarding the pricing of additive and deductive changes set forth in Section 1080 of the Specifications, and shall be accompanied by the signed proposals of all Subcontractors who will perform any portion of the Change in the Work and of all suppliers who will furnish materials or equipment for incorporation therein.

8.4.2.1 The cost of any increase in the Contractor's bond premium and insurance costs caused by a Change in the Work shall be considered a direct cost and is to be added to the Contractor's proposal after overhead and profit have been calculated. In instances where bond premium and insurance costs are a calculated percentage, the

percentage shall be applied to the cost of the Work excluding any overhead or profit.

8.4.2.2 Contractor may include in its lump sum proposal a markup no greater than ten percent (10%) for overhead and five percent (5%) for profit for work related to the Change in the Work performed by its own workforce. Where the Work is performed by a Subcontractor, the Contractor may include a five percent (5%) markup for Subcontractor work performed.

8.4.3 In the event that the Contractor fails to submit its lump sum proposal within the designated time, or in response to other circumstances, the Authority may issue a Construction Change Directive and order the Contractor to proceed with the Change in the Work. In such an event, the Authority may choose to make a determination of the reasonable cost to perform the Change in the Work.

8.4.4 In the event that the Contractor and the Authority are unable to agree as to the reasonable cost and time to perform the Change in the Work based upon the Contractor's lump sum proposal, the Authority may elect to have the Contractor perform the work on a time and materials basis.

8.4.4.1 In the event that the Authority elects to have the Change in the Work performed on a time and materials basis, the Authority shall issue a Change Order or a Construction Change Directive detailing the cost of the Work, which shall be binding on the Contractor unless the Contractor submits an objection in writing within thirty (30) Days of the issuance of the Change Order.

8.4.4.2 In the event that the Authority elects to have the Change in the Work performed on a time and materials basis, the same shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors, at actual cost to the entity performing the Change in the Work, calculated in accordance with the instructions regarding the pricing of additive and deductive changes set forth in Section 1080 of the Specifications. The Contractor shall submit to the Authority daily time and materials tickets, including the location and description of the Change in the Work, the names and classification of labor employed, the materials used, the equipment rented, not including tools, and such other evidence of cost as the Authority may require.

8.4.5 Failure of the Parties to reach agreement regarding the cost and time of performing the Change in the Work and/or any objection by the Contractor as to the terms of a Change Order shall not relieve the Contractor of its obligation to perform the Work identified in a Change Order or Construction Change Directive promptly and expeditiously.

8.4.6 The Authority reserves the right to reject the Contractor's proposal for an adjustment in the Contract Price and to elect to perform the Change in the Work using its own forces or a separate contractor.

8.5 Force Majeure and Other Changes Warranting an Adjustment in the Contract Time

8.5.1 If the Contractor is delayed in completion of the Work, the Contract Time may be extended upon request by the Contractor to the Authority.

8.5.1.1 The Contractor shall not be entitled to an extension of the Contract Time for a weather-related delay unless it demonstrates that the weather conditions during the relevant time period were particularly severe as compared to the normal weather conditions at the Site during that time of year, and that these unusually severe weather conditions adversely impacted the Project's critical path, as defined in the most current, accepted Project Schedule.

8.5.1.2 If unusually severe or abnormal weather conditions are shown to have affected the Project's critical path, a non-compensable extension to the Contract Time may be granted. Under no circumstances will the Contractor be entitled to a compensable delay due to weather-related delays.

8.5.2 No request for an extension of the Contract Time will be granted unless the Contractor makes a written request for an extension of time to the Authority within seven (7) Days of the event that causes the delay. The request shall include the nature of the delay, the commencement date of the delay, activities on the Project Schedule affected by the delay depicted in a Schedule Fragnet, and recommended action to minimize the delay. In no event will an extension of time be granted where it is determined that the Contractor could have avoided the circumstances that caused the request for the extension.

8.5.3 The burden of proof for substantiating a request for an extension of Contract Time shall be on the Contractor, and shall include evidence that the cause was beyond the control of the Contractor, and was without fault or negligence of the Contractor, as well as any other justification and supporting evidence that the Authority requires to evaluate the Contractor's request.

8.6 Claims for Indirect Costs

The Contractor shall not be entitled to any amount for indirect costs, consequential damages or expenses, including labor inefficiency, wage, material or other escalations beyond the lump sum, unit price or time and materials calculations provided for in this Section 8.0 and in Section 1080 of the Specifications, regardless of any delays, interference, suspensions, changes

in sequence or the like, for whatever cause, whether reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable, arising from the performance of any and all Changes in the Work performed pursuant to this Section 8.0. It is understood and agreed that the Contractor's sole and exclusive remedy in the event of a Change in the Work shall be the recovery of its direct costs and an extension of the Contract Time, as per the requirements of this Section 8.0.

8.7 Differing Site Conditions

8.7.1 Differing Site Conditions shall be defined herein as concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents, or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work. If the Contractor encounters a Differing Site Condition, the Contractor may be entitled to an adjustment in the Contract Price and/or the Contract Time to the extent the Contractor's costs and/or time of performance are adversely impacted by the Differing Site Condition.

8.7.2 Upon encountering a Differing Site Condition, the Contractor shall provide prompt written notice to the Authority of such condition, which notice shall not be later than seven (7) Days after such condition has been encountered and before the Differing Site Condition has been substantially disturbed or altered. The Contractor waives any right to an adjustment in the Contract Time or the Contract Price for a Differing Site Condition unless the Contractor provides timely written notice as required under this Section.

8.8 Hazardous or Contaminated Materials

Should the Contractor discover previously undetected or suspected asbestos, contaminated soils, radon, lead, PCBs or other hazardous or contaminated material, the Contractor shall report its findings immediately to the Authority. During any remedial action undertaken by the Authority or any other Party, the Contractor may be required to cease working on the Project, if so directed by the Authority. If the Contractor is required to cease performance of Work due to the discovery of hazardous or contaminated materials, such Work stoppage shall be deemed a suspension governed by Section 10.1. The Contractor will resume Work at the direction of the Authority and the terms and conditions of the Contract Documents shall remain in full force and effect.

9.0 BONDS AND INSURANCE

9.1 Performance and Payment Bonds

9.1.1 The Contractor shall furnish within five (5) Days of receipt of the Notice of Award both a performance bond and a payment bond, each in a form satisfactory to the Authority, in an amount equal to one-hundred percent (100%) of the Contract Price, guaranteeing the timely performance of all

obligations of the Contractor under the Contract Documents. No contract shall be executed by the Authority unless and until the required bonds are submitted and accepted by the Authority.

9.1.2 The surety issuing the bonds must be currently authorized to do business in the State of New Jersey.

9.1.3 The bonds shall cover all guarantees and warranties required by the Contract Documents, and all alterations, extensions of Contract Time, Changes in the Work and other changes authorized by the Contract Documents, without the need to secure the consent of the surety or sureties.

9.1.4 The bonds must be legally effective as of the date the Contract is executed. Each bond must indicate the Contractor's name exactly as it appears in the Contract. Current attorney-in-fact instruments and financial statements of the surety must be included for each bond. An authorized officer or agent of the surety must execute the bonds. All bonds and the sureties that write them must conform in all respects to the requirements of applicable State law.

9.2 Insurance

9.2.1 Owner Controlled Insurance Program Coverage. The Authority has implemented a School Facility Owner Controlled Insurance Program ("OCIP") in accordance with N.J.S.A. 18A:7G-44. The terms and conditions of this Section 9.2, addressing OCIP and the Contractor insurance requirements, shall apply during the Term of the Contract. In addition, the Contractor and its Subcontractors shall be required to comply with all provisions of the applicable NJSDA Safety Manual, as such compliance has a direct bearing on the insurance costs of the Authority. OCIP will provide Builder's Risk coverage and the following on-site coverage: General Liability, Employer's Liability, Workers' Compensation, Builder's Risk and Excess Liability. Through OCIP, the Authority shall provide coverage to the Contractor and eligible Subcontractors of every tier providing on-site Work on the Project, except as otherwise provided herein. Certain types of Subcontractors are not eligible for enrollment in OCIP, as set forth in Section 9.2.23 below. Firms providing temporary labor services and leasing companies are to be treated as Subcontractors for OCIP enrollment purposes. The Authority shall pay all premiums associated with OCIP, including deductibles or self-insured retention, unless otherwise provided in this Contract.

9.2.2 Contractor and Subcontractor Insurance Requirements. Although OCIP provides broad coverage and high limits, it is not intended to, nor does it, meet all of the insurance needs of the Contractor and its Subcontractors. In addition to coverage provided by OCIP, the enrolled Contractor shall be

responsible for providing proof that it and its Subcontractors have retained, at a minimum, the insurance coverage set forth in Section 9.2.13 below.

9.2.3 OCIP Management. Management of OCIP enrollment and other OCIP-related issues shall be handled by the Authority's OCIP Administration Services Provider in conjunction with the Authority's Risk Management Unit ("RMU") (collectively, "OCIP Management"). All OCIP questions are to be directed to OCIP Management.

9.2.4 Mandatory Enrollment. Enrollment in OCIP is mandatory for all OCIP-eligible Subcontractors, but not automatic. The Contractor shall be required to notify OCIP Management of all Subcontractors of every tier providing Work on the Project. For those Subcontractors who are eligible for enrollment in OCIP, the Contractor shall require all such Subcontractors to enroll in the Authority's OCIP program pursuant to the enrollment procedures as provided by the Authority in the SDA OCIP Insurance Procedures Manual (the "Manual"). Any failure on the part of the Contractor to comply with this Section may negate coverage under OCIP, and the Contractor shall bear all risk associated with any such lack of coverage.

9.2.5 Coverage Term. The term of OCIP coverage shall extend and terminate as follows:

9.2.5.1 Coverage of the Contractor. Builder's Risk coverage shall extend to and terminate upon the occurrence of Substantial Completion of the Project, as such is defined herein. On-site General Liability, Employer's Liability, Workers' Compensation and Excess Liability coverage of the Contractor shall extend to and terminate upon Final Completion of the Project, as defined herein.

9.2.5.2 Coverage of Subcontractors. On-site General Liability, Employer's Liability, Workers' Compensation and Excess Liability coverage provided to any Subcontractor shall extend to and terminate upon the earlier of: (i) Final Completion of the Project, defined herein, or (ii) the completion of the Subcontractor's Work on the Project. Builders Risk coverage provided to any Subcontractor shall extend to and terminate upon the earlier of: (i) the occurrence of Substantial Completion of the Project, defined herein, or (ii) completion of such Subcontractor's Work on the Project.

9.2.5.3 Warranty Work Exclusion. The Contractor and any Subcontractor of any tier shall be ineligible for participation in the OCIP and thus shall be responsible for purchasing and maintaining its own insurance coverage in accordance with Section 9.2.13 below for the performance, after Final Completion of the Project, as such is defined herein, of any warranty Work on the Project pursuant to

Section 19.0 and in no event shall such Work be subject to coverage under the OCIP.

9.2.6 Authority's Right to Terminate Insurance Coverage

9.2.6.1 Right to Terminate OCIP. The Authority, at any time, has the right to terminate or to modify OCIP or any portion thereof. To exercise such right, the Authority shall provide thirty (30) Days advance written notice of termination or material modification to the Contractor and all Subcontractors covered by the affected OCIP coverage. In such event, the Contractor and Subcontractors shall be required to obtain such replacement insurance coverage as may be specified by the Authority. Certificates of Insurance evidencing that such replacement insurance coverage has been obtained shall be provided to the Authority's RMU prior to the effective date of the termination or modification of OCIP coverage. The Authority shall reimburse the Contractor for the reasonable cost of such replacement insurance coverage. The Contractor shall be required to submit and invoice to the Authority for the reasonable cost of such replacement insurance obtained by the Contractor and its Subcontractors.

9.2.6.2 Right to Terminate Enrollment. The Authority has the right to terminate enrollment of the Contractor or any of its Subcontractors in OCIP or any portion thereof at any time. To exercise such right, the Authority shall provide thirty (30) Days advance written notice of termination to the Contractor or Subcontractor. In such event, the Contractor or Subcontractors shall be required to obtain such replacement insurance coverage as may be specified by the Authority. Certificates of Insurance evidencing that such replacement insurance coverage has been obtained shall be provided to the Authority's RMU prior to the effective date of the termination of coverage of the Contractor or Subcontractors under OCIP. The Authority shall reimburse the Contractor and Subcontractors for the reasonable cost of such replacement insurance coverage. The Contractor or Subcontractors shall be required to submit and invoice to the Authority for the reasonable cost of such replacement insurance coverage obtained by the Contractor and its Subcontractors. Notwithstanding anything to the contrary, in the event the Contract is Terminated for Convenience or Terminated for Cause, OCIP coverage shall terminate as set forth in the Notice of Termination for Convenience or Notice of Termination for Cause, as appropriate.

9.2.7 Waiver of Subrogation. The Contractor waives all rights of subrogation and recovery against the Authority, the Design Consultant, any Professional Services Consultants, agents or employees of the Authority and/or Subcontractors of all tiers to the extent of any loss or damage suffered

during construction, including damage to any property or equipment insured under OCIP. The Contractor shall require all Subcontractors of any tier enrolled in OCIP to include in their contracts with the Contractor the same waiver of their rights to subrogation and recovery.

9.2.8 No Release. The provision of OCIP by the Authority shall in no way be interpreted as relieving the Contractor of any other responsibility or liability under the Contract or any applicable law, statute, regulation, including, but not limited to, the risk of loss and indemnification obligations under Section 16.2.

9.2.9 OCIP Provided Coverage. The terms and conditions of OCIP insurance policies or programs, as such policies or programs may be from time to time amended, are incorporated by reference. The Contractor agrees to be bound by the terms of coverage of OCIP insurance policies or programs. A summary of the terms of coverage of OCIP insurance policies or programs is set forth below.

9.2.9.1 Workers' Compensation and Employer's Liability Insurance shall be provided for the Contractor's and its Subcontractors' employees working on the Project Site, in accordance with applicable state laws. Separate policies will be provided reflecting the following coverage and limits of liability:

Workers' Compensation: Applicable Statutory Benefits

Employer's Liability:

$1,000,000	Bodily Injury by Accident
$1,000,000	Bodily Injury by Disease - Policy Limit
$1,000,000	Bodily Injury by Disease - Each Employee

9.2.9.2 Commercial General Liability Insurance shall be provided on an "occurrence" basis under a master liability policy. Certificates of Insurance will be provided to the Contractor and all tiers of enrolled Subcontractors reflecting the following Limits of Liability:

$2,000,000	Bodily Injury and Property Damage Liability Combined Single Limit each occurrence (per Region)
$5,000,000	General Aggregate Limit (per Region) reinstated annually
$5,000,000	Products/Completed Operations Aggregate (per Region)
$2,000,000	Personal Injury and Advertising Injury
$300,000	Fire, Explosion, Water Damage and Sprinkler Leakage Legal Liability
$10,000	Medical Expense - any one person

Commercial General Liability Insurance coverage and terms shall include, but shall not be limited to, the following:

(a) Occurrence Basis;
(b) Products;
(c) Completed Operations (ten-year term after Project Final Completion or the statute of repose, whichever is less);
(d) Contractual Liability – including all Railroads;
(e) Independent Contractor's Liability;
(f) Personal Injury;
(g) Explosion, Collapse, and Underground (X,C,U) exclusions deleted; and
(h) Designated Premises Coverage Only.

9.2.9.3 Excess Liability Insurance shall be provided under master liability policies. Certificates of Insurance will be provided to the Contractor and all tiers of enrolled Subcontractors reflecting the following Limits of Liability:

$200,000,000	per occurrence
$200,000,000	aggregate

9.2.10 Builder's Risk Coverage

9.2.10.1 Builder's Risk shall provide "All Risk" coverage on an agreed amount, replacement cost basis subject to standard exclusions, property limitations and conditions. Such insurance shall include the interests of the Authority, the Contractor, and any enrolled Subcontractor of any tier providing direct labor on the Project, with the following terms:

Primary Limit:	$200,000,000
Sublimits:	
Transit:	$5,000,000 any one conveyance
Offsite Storage:	$5,000,000 any one location

9.2.10.2 The Builder's Risk policy shall not provide coverage against loss by theft or disappearance of any materials (unless the materials are to be incorporated into the Project), tools or equipment of the Contractor or of any enrolled Subcontractor of any tier, or of any other person furnishing labor or materials for the Project.

9.2.11 Insurance Certificates and Policies. Each enrolled Contractor and all tiers of enrolled Subcontractors shall receive Certificates of Insurance evidencing the General Liability and Excess Liability coverage. The related policies shall be available for review by the Contractor upon request to the OCIP Management. The Contractor and its Subcontractors shall be bound by the

terms of coverage as contained in such Certificates of Insurance and/or policies.

9.2.12 Contractor and Subcontractors OCIP Responsibilities. The Contractor and Subcontractors of all tiers enrolled in OCIP shall cooperate with OCIP Management in the administration and operation of OCIP. Such responsibilities and cooperation shall include, but are not limited to, the following:

9.2.12.1 Ensuring that no enrolled Subcontractor shall commence Work at the Site until it has received Subcontractor approval from the Authority as set forth in Section 7.3 of this Contract.

9.2.12.2 Compliance with all applicable safety program, administrative, and claims procedures, as outlined in the respective manuals.

9.2.12.3 Promptly providing requested contract, operations, safety, and insurance information.

9.2.12.4 Promptly responding to OCIP Management or OCIP insurer requests for claims, payroll, or other information.

9.2.12.5 Attending periodic meetings regarding administration, claims review, or safety.

9.2.12.6 Completing all OCIP forms required by the OCIP Management or the Manual.

9.2.13 Supplemental Insurance Requirements of the Contractor and Subcontractors. Prior to undertaking any Work under the Contract, the Contractor shall maintain, and/or cause its Subcontractors to maintain, at their own cost and expense evidence of a policy or policies of insurance as enumerated below. The Contractor and its Subcontractors shall be responsible for maintaining such coverages after Final Completion and during the warranty period for the Project. The Contractor warrants they will notify the Authority in writing of any reduction in the aggregate coverage within thirty (30) Days.

9.2.13.1 The following are the exposures on-Site and off-Site for which the Contractor and Subcontractors must obtain insurance coverage in addition to OCIP insurance requirements:

(a) Pollution Liability. In the event that the Contractor's and Subcontractor's efforts involve Pollution Liability exposure (including asbestos and lead work, hazardous material abatement, transportation and/or disposal), the Contractor is required to maintain, or cause to be maintained, Pollution Liability insurance and, if necessary, Commercial Umbrella

Insurance, with minimum limits of $5,000,000 per occurrence and $5,000,000 aggregate which protects the insureds from any and all claims that may arise out of or in consequence of any service or Work performed on this Project. If the Contractor performs Work and also utilizes the efforts of Subcontractors, insurance coverage must extend to them

The policy shall name the Authority, FDA, the State, the CM, the Design Consultant, the Project School District and their respective officers, employees and agents as Additional Insureds. This insurance shall not apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Authority. In addition, the Contractor may be required to name other parties as Additional Insureds prior to the initiation of such work, and shall comply with all laws, ordinances, rules and regulations of Federal, State, county and municipal authorities in the performance of said Work.

(b) Off-Site and On-Site Business Automobile Liability. Business Automobile Liability and, if necessary, Commercial Umbrella Insurance covering the operations, maintenance and use, loading and unloading of all owned, hired, and non-owned vehicles used for or in connection with the Project. The limits of liability shall not be less than $1,000,000 combined single limit each accident. Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for covered autos endorsement, CA 99 48, shall be provided, and the Motor Carrier Act endorsement (MCS-90) shall be attached.

The policy shall include, as additional insureds, using ISO Designated Insured endorsement CA 20 48 (or a substitute form providing equivalent coverage), the Authority, the EDA, the New Jersey Department of Education, the State, the CM, the Design Consultant, and the Project School District, and their respective directors, officers, members, employees and agents. The Contractor agrees to name other parties as additional insureds as required prior to the initiation of the Work.

(c) Off-Site Workers' Compensation and Employer's Liability. Workers' Compensation Insurance in accordance with the laws of the State of New Jersey and any other state or Federal jurisdiction as is required to protect the employees of the Contractor or any Subcontractor engaged in the performance of Work on the Project. This policy shall include Employer's

Liability protection with a limit of liability of not less than the following:

Bodily Injury by Accident	$500,000 each accident
Bodily Injury by Disease	$500,000 each employee
Bodily Injury by Disease	$500,000 policy limit.

(d) Off-Site Commercial General Liability. Commercial General Liability Insurance, written as broad as the standard coverage form in use in the State of New Jersey as of the Effective Date of the Contract. This insurance shall not be circumscribed by any endorsements limiting the coverage. The policy shall include coverage for contractual liability, products, completed operations and any explosion, collapse and underground (X,C,U) operations. Limits of liability shall not be less than $1,000,000 Bodily Injury and Property Damage combined single limit for each occurrence, with excess or umbrella coverage with the same terms and conditions as the underlying coverage in an amount such that the primary and excess/umbrella coverage equals $1,000,000. The policy shall either be endorsed to exclude the Project, or, if the policy includes the Project, such coverage must be endorsed as Excess and/or Difference in Conditions ("DIC") of OCIP coverage, and the cost thereof shall not be charged to or paid by the Authority.

(e) Off-Site/On-Site Contractors' Equipment. The Contractor shall purchase and maintain Contractor's property insurance covering construction machinery, whether or not the capital value of the machinery has been included in the Contract, equipment, and tools used by the Contractor in the performance of the Work. Such coverage shall be written on a policy form at least equivalent to that provided by a "Contractor's Equipment Floater," as such is customarily defined within the insurance industry. The Contractor shall notify all tiers of Subcontractors of their obligation to insure any machinery, equipment and tools used by the Subcontractors in the performance of the Work

9.2.13.2 As provided in this Section 9.2, notwithstanding enrollment in OCIP, the Contractor and its Subcontractors of every tier providing direct labor on the Project must, upon enrollment in OCIP, attach to the required enrollment forms, certificates of valid insurance evidencing current coverage for the On-Site and Off-Site exposures enumerated above. These exposures are not covered by OCIP. Insurance binders are not acceptable as proof of insurance coverage.

9.2.13.3 Such coverage must be purchased and maintained from insurance companies authorized to transact the business of insurance in the State of New Jersey and are rated "A-VII" or better by A.M. Best Company.

9.2.13.4 In each policy, the Contractor shall have incorporated a provision, in accordance with the laws of New Jersey, requiring written notice to the Authority at least thirty (30) Days prior to cancellation or non-renewal of any insurance coverage required under this Section. The Contractor warrants that if the insurer, or coverage, is not subject to the provisions requiring thirty (30) Day prior notification of cancellation or non-renewal, it will, in any event, provide notice to the Authority immediately upon receipt of any cancellation or non-renewal of any insurance coverage required under this Section.

9.2.13.5 The Contractor warrants that its insurance carriers are accurately informed regarding business activities of the Contractor and intend to insure those business exposures.

9.2.13.6 For purposes of this Section, "Off-Site" shall include, but not necessarily be limited to, Contractor's regularly established workplace, plant, factory, office, shop, warehouse, yard, or other property, even if such operations are for training of apprentices or for fabrication of materials to be used at the Project Site.

9.2.14 Exclusions. All exclusions added by endorsement to the aforementioned insurance shall be declared to the Authority.

9.2.15 Self-Insured Retention. Any deductible or self-insured retention (SIR) applicable to the aforementioned insurance shall be declared to and approved by the Authority and written using ISO endorsement CG 03 00 (or a substitute providing equivalent terms and conditions). The Contractor shall not be permitted to have a SIR larger than $100,000 unless it obtains the express, written consent of the Authority to the larger SIR. **FAILURE TO COMPLY WITH SECTION 9.2.15 IS A MATERIAL BREACH OF CONTRACT**.

9.2.16 Claims-Made Basis. If any of the aforementioned insurance is written on a "claims made basis", the Contractor warrants that continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years after the date of Final Payment by the Authority and the Contractor will provide Certificates of Insurance evidencing continuance of coverage with the original claims made retroactive date. Within the Certificate of Insurance, in the blocks designated "Policy Number," in addition to the policy number, the Contractor shall insert a note "claims made retroactive date ___/___/___" (with the date inserted).

9.2.17 In the event that the Contractor provides better coverage or higher limits of insurance to other clients, the Contractor shall extend the same coverage and/or limits to the Authority.

9.2.18 Certificate of Insurance. Attached to the Contract Documents shall be a valid Certificate of Insurance, executed by a duly authorized representative of each insurer, evidencing compliance with the insurance requirements set forth herein. A Certificate of Insurance must also be submitted and appended to the Contract Documents to evidence each insurance renewal required by this Section 9.2. Failure of the Authority to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Contract at the Authority's option. The Contractor shall provide certified copies of all insurance policies required within ten (10) Days of the Authority's written request for such policies.

9.2.19 No Recourse. There shall be no recourse against the Authority, the State or the Project School District for payment of premiums or other amounts with respect to the insurance required by this Section.

9.2.20 Disclaimer. The Contractor and each Subcontractor is responsible to ensure that their respective insurance programs fit their particular needs, and it is their responsibility to arrange for and secure any insurance coverage, at their own expense, that they deem advisable, whether or not specified herein.

9.2.21 Liability in Excess of Coverage. By executing the Contract, the Contractor expressly agrees that any insurance protection required herein or 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 Authority from taking such other actions as are available to it under other provisions of the Contract or otherwise in law or equity.

9.2.22 Right to Remedy. If the Contractor fails to obtain and/or maintain the insurance as required in this Section 9.2, fails to renew any of its insurance policies as necessary, or in the event any policy is canceled, terminated or modified so that the insurance does not meet the requirements of the Contract, the Authority may: (i) purchase insurance at the Contractor's expense; (ii) refuse to make payment of any further amounts due under the Contract Documents; (iii) refuse to make payments due or coming due under other agreements between the Contractor and the Authority; (iv) suspend performance by the Contractor under the Contract Documents; or (iv) terminate the Contract. Any funds retained pursuant to this Section

9.2.22 may be used, at the Authority's discretion to renew or purchase the Contractor's insurance for the periods and amounts as set forth in the Contract Documents. In the event the Authority purchases said insurance the Authority may, at its discretion, reduce the Contractor's Compensation under the Contract by the amount paid for such insurance plus reasonable attorney's fees. By requiring insurance herein, the Authority does not represent that coverage and limits will necessarily be adequate to protect the Contractor, and such coverage and limits shall not be deemed as a limitation on the Contractor's liability under the Contract.

9.2.23 Subcontractors Ineligible for OCIP. Subcontractors of the types set forth below, or that solely provide the types of work enumerated below, shall not be eligible for enrollment in the OCIP (hereinafter cited as "Ineligible Subcontractors"). The Authority may, at its sole discretion, exclude other types of Subcontractors from enrollment in the OCIP. The following shall be Ineligible Subcontractors:

(a) Professional Services Consultants;
(b) Suppliers (that do not perform or subcontract installation);
(c) Vendors;
(d) Guard & security services;
(e) Janitorial services;
(f) Truckers (including trucking to the Schools Facilities Project where delivery or removal of materials is the only scope of work performed);
(g) Other temporary project services;
(h) Demolition;
(i) Lead, asbestos, & hazardous materials abatement;
(j) Off-site fabricators
(k) Material Dealers; and
(l) Others at the sole discretion of the Authority.

9.2.24 Insurance Requirements of Ineligible Subcontractors. Unless otherwise directed by the Authority, the Contractor shall require all Ineligible Subcontractors to purchase and maintain at their own expense the insurance coverages set forth below. Prior to permitting an Ineligible Subcontractor to perform any Work, the Contractor must furnish OCIP Management with certificates of insurance, in a form satisfactory to the Authority, showing that the Ineligible Subcontractors have complied with this Section 9.2.24. Insurance binders are not acceptable as proof of insurance coverage

Such coverage must be purchased and maintained from insurance companies authorized to transact the business of insurance in the State of New Jersey and are rated "A-VII" or better by the A.M. Best Company. In each policy, the Contractor shall require Ineligible Subcontractors to have

incorporated a provision, in accordance with the laws of New Jersey, requiring written notice to the Authority at least thirty (30) Days prior to cancellation or non-renewal of any insurance coverage required under this Section. The Contractor shall require the Ineligible Subcontractors to warrant that if the insurer, or coverage, is not subject to statutory or other provisions requiring thirty (30) Days prior notification of cancellation or non-renewal, it will, in any event, provide notice to the Authority immediately upon receipt of any notice of cancellation or non-renewal of any insurance coverage required under this Section

The Contractor shall require its Ineligible Subcontractors to warrant that their insurance carriers are accurately informed regarding business activities of the Ineligible Subcontractor and intend to insure those business exposures.

9.2.24.1 The coverages enumerated below shall protect the Contractor, the Authority, the EDA, the New Jersey Department of Education, the State, the Construction Manager, the Design Consultant, and the Project School District, and their respective directors, officers, members, employees and agents against claims of or relating to personal and bodily injury (including death) to persons or damage to property which may arise from or in connection with the performance of the Work (whether performed On-site or Off-site) by the Ineligible Subcontractor, its employees, officers, agents, subcontractors or other individuals or entities for whom the Ineligible Subcontractor may be contractually or legally responsible while performing Work. The required coverages are as follows:

(a) Commercial General Liability. Commercial General Liability insurance is to be written as broad as the standard coverage form currently in use in the State of New Jersey, and shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include coverage for contractual liability, products, completed operations and any explosion, collapse and underground (X,C,U) operations. Limits of liability shall not be less than $5,000,000 combined single limit with excess or umbrella coverage with the same terms and conditions as the underlying coverage in an amount such that the primary and excess/umbrella coverage equals $5,000,000.

(b) Pollution Liability. In the event that the Ineligible Subcontractors' efforts involve a Pollution Liability exposure (including asbestos and lead work, hazardous material abatement, transportation and/or disposal), the Contractor is required to maintain, or cause to be maintained, Pollution Liability insurance and, if necessary, Commercial Umbrella

Insurance, with minimum limits of $5,000,000 per occurrence and $5,000,000 aggregate which protects the insureds from any and all claims that may arise out of or as a consequence of any Work performed on this Project. If the Contractor performs Work and also utilizes the efforts of Subcontractors, insurance coverage must extend to them.

(c) Off-Site/On-Site Contractors Equipment. The Ineligible Subcontractor shall purchase and maintain Contractor's property insurance covering construction machinery, whether or not the capital value of which has been included in the Contract, equipment, and tools used by the Ineligible Subcontractors in the performance of Work. Such coverage shall be written on a policy form at least equivalent to that provided by a "Contractor's Equipment Floater," as such is customarily defined within the insurance industry. The Ineligible Subcontractors shall notify all tiers of sub-Subcontractors of their obligation to insure any machinery, equipment and tools used by the Ineligible Subcontractors in the performance of Work. The Ineligible Subcontractors shall indemnify, defend, and hold the Authority and its officers, agents, and employees harmless from any such loss, theft, or disappearance.

(d) Business Automobile Liability. The Ineligible Subcontractors shall carry Business Automobile Liability Insurance covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than $1,000,000 combined single limit each accident. Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability Broadened Coverage for covered autos endorsement, CA 99 48, shall be provided an the Motor Carrier Act endorsement (MCS-90) shall be attached.

(e) Workers' Compensation, Employer's Liability. Workers' Compensation Insurance in accordance with the laws of the State of New Jersey and any other State or Federal jurisdiction as is required to protect the employees of the Subcontractors or any subcontractor who will be engaged in the performance of the Work. This policy shall include Employer's Liability protection with a limit of liability of not less than $500,000, as follows:

Bodily Injury by Accident	$500,000 per accident
Bodily Injury by Disease	$500,000 per employee
Bodily Injury by Disease	$500,000 policy limit

9.2.24.2 Endorsement and Waivers. The Commercial General Liability Policy, Automobile Liability Policy, Pollution Liability and Excess/Umbrella Policies required to be provided by the Ineligible Subcontractors shall contain or be endorsed to contain the following provisions:

(a) The Contractor, the Authority, EDA, DOE, the State, the CM, the Design Consultant and the Project School District, and their respective directors, officers, members, employees and agents shall be covered as additional insureds. In addition the Ineligible Subcontractors may be required to name other parties as Additional Insureds prior to the initiation of the Work.

(b) For any claims related to the Project, the Ineligible Subcontractors' insurance coverage shall be primary insurance with respect to the Contractor, the Authority, EDA, DOE, the State, the CM, the Design Consultant, and the Project School District, and their respective directors, officers, members, employees and agents and the Contractor warrants that coverage shall be required to continue for a minimum of two years notwithstanding the fact that the Ineligible Subcontractor has departed from the Project site. Any insurance or self-insurance maintained by the Authority, the State or the Project School District, and their respective directors, officers, members, employees and agents, shall be excess of the Ineligible Subcontractors' insurance, and shall not contribute with it.

(c) Any failure on the part of the Ineligible Subcontractors to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of the Ineligible Subcontractors or others, any foreclosure related to the Project or any change in ownership of all or any portion of the Project shall not affect coverage provided to the Contractor, the Authority, EDA, DOE, the State, the Construction Manager, the Design Consultant, the Project School District, and their respective directors, officers, members, employees and agents.

(d) The Ineligible Subcontractors' insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.2.24.3 Disclaimer. Ineligible Subcontractors shall be responsible for ensuring that their respective insurance programs fit their particular

needs, and it is their responsibility to arrange for and secure any insurance coverage that they deem advisable, whether or not specified herein.

9.2.24.4 No Recourse. There shall be no recourse against the Authority, the State or the Project School District for payment of premiums or other amounts with respect to the insurance required of Ineligible Subcontractors hereunder.

9.2.24.5 Right to Remedy. If an Ineligible Subcontractor fails to provide insurance as required herein, the Authority shall have the right, but not the obligation, to purchase such insurance. In such event, the Contract Price shall be reduced by the amount paid for such insurance.

10.0 SUSPENSION OF THE WORK

10.1 Suspension of the Work for the Authority's Convenience

10.1.1 The Authority shall have the right to defer the Commencement Date or to suspend the whole, or any part, of the Work required under the Contract Documents whenever, in the sole discretion of the Authority, it is necessary or expedient for the Authority to do so. The Authority shall by notice to the Contractor suspend performance of the Work and upon receipt of such notice, unless otherwise directed in writing by the Authority, the Contractor shall immediately discontinue all Work, except as necessary to properly secure the Project.

10.1.2 In the event of a suspension by the Authority pursuant to this Section, the Contractor shall be entitled to an extension of the Contract Time equivalent to the duration of the suspension, and Compensation, if any, shall be determined as follows:

10.1.2.1 If the Authority determines that the Work has been suspended for a period cumulatively totaling less than forty-five (45) Days, there shall be no additional compensation paid to the Contractor.

10.1.2.2 If the Authority determines that the Work has been suspended for a period cumulatively totaling forty-five (45) Days or more, and if the Authority determines that the suspension has resulted from no fault of the Contractor, the Parties shall amend the Contract Documents to provide an adjustment to the Contract Price in an amount deemed proper by the Authority and the Contractor after a review of the Contractor's submissions relating to the increased costs actually incurred by the Contractor as a direct result of the suspension. No such adjustment to the Contract Price will change any of the other terms of the Contract Documents.

10.1.2.3 When the Authority has determined that a suspension is the fault of the Contractor, the Authority may, in its sole discretion, suspend all payments to the Contractor. Payment may be reinstated by the Authority upon completion of the Work in accordance with the other provisions of the Contract Documents. Alternatively, the Authority may terminate the Contract pursuant to, or carry out the Work as provided for in Section 11.0.

10.2 Suspension of the Work for the Contractor's Failure to Comply with the Contract Documents

The Authority may suspend the Work, in whole or in part, for such period as the Authority deems necessary if the Contractor fails to carry out orders given by the Authority or to comply with any requirements of the Contract Documents. The Contractor shall promptly comply with the written order of the Authority to suspend the Work in whole or in part. The suspended Work shall resume when appropriate corrective action, as approved by the Authority, has been taken by the Contractor. The Contractor shall not be entitled to an adjustment in the Contract Price or the Contract Time if the Work is suspended pursuant to this Section 10.2.

10.3 Requirement to Secure the Site Upon Suspension of the Work

In the event that a suspension of Work is ordered under this Section 10.0, the Contractor shall perform all Work necessary to ensure the safety of the public, the Authority, the employees and guests of the Project School District, and to secure all of the completed and partially completed Work.

11.0 DEFAULT AND TERMINATION

11.1 Events of Default

11.1.1 The Contractor shall be in default under this Agreement upon the occurrence of any one or more of the following events or conditions ("Events of Default"), following notice and opportunity to cure (if applicable), as specified in Section 11.1.2

(a) The Contractor fails to either (i) promptly begin the Work under the Contract Documents, or (ii) prosecute the Work in accordance with the Project Schedule;

(b) The Contractor fails to perform the Work in accordance with the Contract Documents;

(c) The Contractor refuses to remove and replace rejected materials or nonconforming, defective or unacceptable Work;

(d) The Contractor fails to resume performance of Work which has been suspended or stopped within a reasonable time after receipt of notice from the Authority to resume Work;

(e) The Contractor disregards or otherwise fails to comply with all applicable Legal Requirements;

(f) The Contractor refuses or otherwise fails to properly staff the Project;

(g) The Contractor fails, absent a valid dispute, to make payments to Subcontractors for materials, labor or services in accordance with the respective agreements between the Contractor and its Subcontractors;

(h) The Contractor fails to maintain or produce any Documents or other records required by the Contract Documents to be so maintained or produced;

(i) The Contractor fails to cooperate with the Authority where such cooperation is deemed necessary by the Authority for the implementation of the Contract Documents;

(j) The Contractor fails to obtain and properly maintain the level of insurance coverages outlined in the Contract Documents;

(k) The Contractor fails to obtain and properly maintain the level of bonding outlined in the Contract Documents;

(l) The Contractor assigns or transfers its obligations, privileges or rights under the Contract Documents without the prior, written consent of the Authority;

(m) The Contractor fails to comply with requirements of the Contract Documents regarding prevailing wage payments, equal employment opportunity or affirmative action requirements;

(n) The Contractor makes any misrepresentation or conceals any material fact;

(o) The Contractor commences or has commenced against it any action under the United States Bankruptcy Code or any State or Federal insolvency law, the commencement of which, in the Authority's judgment, may effectively impair the ability of the Contractor to perform its obligations under the Contract Documents;

(p) The Contractor fails to discharge or obtain a stay of any judgment or order for the payment of money arising out of the prosecution of the Work (provided that for purposes hereof, posting of a bond in the amount of 124% of such judgment or order shall be deemed an effective stay);

(q) The Contractor fails to perform Work as required under the Contract Documents;

(r) The Contractor fails to observe a Directive or a Contract Change Directive from the Authority; or

(s) The Contractor violates or breaches the Contract Documents or any material provision or term thereof.

11.1.2 The Authority shall provide the Contractor and its surety with written notice of the Contractor's default ("Notice of Default"). For all such Events of Default except those contained in subsections 11.1.1 (n) and 11.1.1 (o) (and any such default that by its nature cannot be cured), the Contractor may, within seven (7) Days of receipt of the Notice of Default, commence correction of such default, neglect or violation, with diligence and promptness, fully curing the same within the time prescribed by the Authority, if any, within the Notice of Default. If the Contractor's default is capable of cure, but by its nature, cannot be cured within seven (7) Days, such additional period of time shall be allowed as may reasonably be necessary to cure the default, provided that the Contractor or its surety commences such cure within such seven (7) Day period and thereafter diligently prosecutes such through completion. Failure of the Contractor to commence correction of its default, neglect or violation within seven (7) Days of receipt of the Notice of Default, or to cure the same within the time prescribed by the Authority, shall allow the Authority to issue a Notice for Termination for Cause as per Section 11.2 of this Agreement.

11.2 Termination for Cause

11.2.1 If any default described in Section 11.1 above is not subject to cure or is not cured within the period specified in 11.1.2, the Authority may terminate the Contract for cause. Any such Termination for Cause shall be effected by delivery of a "Notice of Termination for Cause" to the Contractor and its surety specifying the extent to which the Work under the Contract is terminated and the date upon which such termination becomes effective.

11.2.2 Upon Termination for Cause by the Authority pursuant to this Section, the Authority may, without prejudice to any other rights or remedies of the Authority, complete the Work that was required to be performed by the Contractor by whatever methods the Authority may deem appropriate.

11.2.3 In the event the Contract is terminated for cause pursuant to this Section, the Authority reserves the right not to make any further payments to the Contractor and may require the Contractor to repay all or a portion of the monies already paid. The Contractor or its surety, at their own expense, shall be obligated to take any steps necessary to enable the Authority to complete the Work itself, or for the Authority to engage the surety or another contractor to complete the Work. Such steps may include, but are not limited to, the prompt delivery to the Authority of all Submittals, Documents and Work Product identified herein and/or related to the Project.

11.2.4 Materials obtained by the Contractor for the Project that have not yet been incorporated into the Work may, at the option of the Authority, be purchased from the Contractor at the Contractor's actual cost and delivered to a prescribed location or otherwise disposed of as mutually agreed. Upon Authority's request to purchase such materials, the Contractor shall assure that such materials are protected as per the requirements of Section 6.12.4.

11.2.5 In the event the Contractor is terminated for cause pursuant to this Section, the Contractor shall take the steps necessary to secure and protect the completed and partially-completed Work and materials and equipment, whether or not such materials and equipment are incorporated into the Work and whether or not such materials and equipment are on the Project Site or stored off-site. The Contractor and its Surety shall be liable for all costs incurred by the Authority as a result of the Contractor's failure to adequately secure and protect the Work, materials and/or equipment after receiving a Notice of Termination for Cause.

11.2.6 All costs and charges incurred by the Authority in completing the Work will be deducted from any monies due or that may become due to the Contractor and the Surety. If the payments then or thereafter due the Contractor and the Surety are not sufficient to cover the Authority's cost to complete the Work itself or to engage another contractor to complete the Work, the Contractor and the Surety shall pay the difference to the Authority upon demand.

11.2.7 The Contractor and the Surety shall not be relieved of liability for Liquidated Damages on account of any action taken by the Authority under this Section 11.2.

11.2.8 The rights and remedies of the Authority are in addition to any other rights and remedies provided by law or equity or provided under the Contract or the Performance or Payment Bonds.

11.2.9 If the Authority's Termination for Cause pursuant to the provisions of this Section 11.2 is found by a court of competent jurisdiction to have been unjustified, the Contract will be treated as if it was terminated for

convenience and the Contractor shall be compensated in accordance with the provisions of Section 11.4.

11.2.10 No action by the Authority pursuant to this Section shall operate to waive or release any claims that the Authority may have against the Contractor or the Surety under the Contract Documents.

11.3 The Authority's Right to Complete the Work

11.3.1 If the Contractor fails to perform any obligation imposed under the Contract Documents within seven (7) Days after receipt of written notice to commence and continue correction of such failure with diligence and promptness, the Authority may take steps to remedy such failure without prejudice to any other remedy the Authority may have. In such case, an appropriate written notice shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such failure, including Compensation for any additional work or services of other contractors and/or Professional Services Consultants engaged as a result of such failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Authority upon demand.

11.3.2 Any action by the Authority under this Section shall be without prejudice to the Authority's rights under the Contract Documents and shall not operate to release the Contractor from any of its obligations under the Contract Documents.

11.4 Termination for Convenience of the Authority

11.4.1 Performance by the Contractor of its obligations under the Contract Documents may be terminated by the Authority in whole or in part, whenever the Authority, in its sole discretion, determines that such termination is in its best interest. Such a termination shall be called a "Termination for Convenience."

11.4.2 Any such Termination for Convenience shall be effected by delivery of a "Notice of Termination for Convenience" specifying the extent to which the Work under the Contract is terminated and the date upon which such termination becomes effective.

11.4.3 Upon receipt of a Notice of Termination for Convenience, the Contractor shall complete all Work necessary to ensure the safety of the public, the Authority, employees and guests of the Project School District, properly secure and protect the completed and partially-completed Work and materials and equipment, whether or not such materials and equipment are incorporated into the Work and whether or not such materials and equipment are on the Project Site or stored off-site, and shall perform all

other Work requested by the Authority in the Notice of Termination for Convenience. The Contractor and its Surety shall be liable for all costs incurred by the Authority as a result of the Contractor's failure to adequately secure and protect the Work, materials and/or equipment after receiving a Notice of Termination for Convenience.

11.4.4 Upon such Termination for Convenience, the Contractor shall be entitled to Compensation for the Work actually and satisfactorily performed by the Contractor, less payments previously made. The Contractor shall also be entitled to the reasonable costs and expenses attributable to such Termination for Convenience.

11.4.5 Upon a Termination for Convenience, the Contractor shall furnish to the Authority, free of charge, such closeout reports, Documents, and materials as may be reasonably required by the Authority. Materials purchased by the Contractor for the Project that have not yet been incorporated into the Work may, at the option of the Authority, be purchased from the Contractor at the actual cost and delivered to a prescribed location or otherwise disposed of as mutually agreed.

11.4.6 Within sixty (60) days of the effective termination date, the Contractor shall submit to the Authority claims for any other costs that were incurred but that are not already addressed by this Section 11.4. No claim will be allowed for anticipated profits on Work that has not been performed. The Contractor's failure to submit a claim to the Authority within sixty (60) Days of the effective termination date shall constitute a waiver of any and all claims

12.0 SUBSTANTIAL COMPLETION AND FINAL COMPLETION

Substantial Completion of Work shall be achieved no later than the Substantial Completion Date set forth in the Contract Documents. Final Completion of the Work shall be achieved within ninety (90) Days of Substantial Completion ("Final Completion Date").

12.1 Substantial Completion

12.1.1 Requirements for Substantial Completion. The CM shall determine the date that the Contractor achieves Substantial Completion for the Project. In order to achieve Substantial Completion, the Contractor must have achieved the following on the Project: (i) all essential requirements of the Contract Documents have been performed so that the purpose of the Contract Documents have been accomplished, (ii) a Temporary Certificate of Occupancy has been issued by the Department of Community Affairs, (iii) a Punchlist has been created by the Design Consultant, (iv) the Contractor has delivered to the Authority the key(s) and/or code(s) for operation of the elevators; (v) there are no material omissions or technical defects or

deficiencies, identified by the CM, and (vi) the Project is one-hundred percent (100%) ready for occupancy in accordance with its intended use.

12.1.2 Punchlist and Certificate of Substantial Completion. Once the Contractor believes that it has reached Substantial Completion of the Project but for preparation of the Punchlist, the CM shall inspect the Project in conjunction with Design Consultant. If the CM and the Design Consultant determine that Substantial Completion has been achieved but for preparation of the Punchlist, the Design Consultant, with input from the CM, the Authority and the Project School District, shall prepare a Punchlist. Once the Punchlist is prepared, the CM shall distribute to the Contractor a Certificate of Substantial Completion with an attached Punchlist. As the Contractor corrects the Work identified on the Punchlist, the Design Consultant shall update the Punchlist and verify that the Contractor corrects the incomplete or defective Work necessary as required by the Contract Documents.

12.2 Liquidated Damages

12.2.1 Inasmuch as delays in the completion of the Work may result in an increase in costs to the Authority and/or the Project School District, the precise amount of which may be difficult to ascertain, it is hereby agreed that if Substantial Completion does not occur on or before the Substantial Completion Date (as extended pursuant to the provisions of the Contract Documents), the Contractor shall pay the Authority the amount of Liquidated Damages specified in the Supplementary Conditions for each Day that Substantial Completion extends beyond the Substantial Completion Date ("Substantial Completion Liquidated Damages").

12.2.2 The Contractor further agrees that if Final Completion does not occur on or before the Final Completion Date (as extended pursuant to the provisions of the Contract Documents), the Contractor shall pay the Authority the amount of Liquidated Damages specified in the Supplementary Conditions for each Day that Final Completion extends beyond the Final Completion Date ("Final Completion Liquidated Damages").

12.2.3 In the event that Liquidated Damages are to be assessed for any day for both Substantial Completion pursuant to Section 12.2.1 and Final Completion pursuant to Section 12.2.2, the Contractor shall only be liable to the Authority for Liquidated Damages related to Substantial Completion pursuant to Section 12.2.1 above.

12.2.4 The Authority and the Contractor agree that the actual damages that would be suffered by the Authority if Substantial Completion and/or Final Completion of the Work is delayed are speculative and not susceptible of precise determination and that the specified Liquidated Damages amounts identified either in the Contract Documents or in any Change Order

represent a reasonable estimate of the damages that the Authority would suffer in such event, and therefore do not constitute a penalty.

12.2.5 The Authority shall have the right to deduct Liquidated Damages from any amounts, including Retainage, owed by the Authority to the Contractor or its Surety. If Liquidated Damages are not deducted from such amounts, Liquidated Damages shall be payable by the Contractor to the Authority within ten (10) Days after receipt by the Contractor of a demand for payment by the Authority.

12.3 Final Completion

The Design Consultant shall issue a Certificate of Final Completion and determine the date of Final Completion of the Project. Final Completion means that point in time on the Project when the Project is 100% complete and: (i) all requirements of the Contract Documents have been completed, (ii) all items on the Punchlist have been performed, and (iii) a Certificate of Occupancy, or a Certificate of Acceptance, as applicable, has been issued by DCA. Following the issuance of a Certificate of Substantial Completion for the Project and the CM's determination that the Punchlist Work has been completed, the Design Consultant shall evaluate the Work and notify the Authority when the Work is ready for final inspection. The Design Consultant shall, in conjunction with the Project School District and the Authority, conduct a final inspection of the Work to verify that all Punchlist Work has been completed and all nonconforming and/or deficient Work has been corrected or remedied. The Design Consultant shall assist the Authority in issuing a Certificate of Final Completion.

13.0 PAYMENT AND CONTRACT COMPLETION

13.1 Contract Price

13.1.1 As full compensation for the Work to be performed under the Contract, and subject to the limitations contained herein, the Authority shall pay to the Contractor the Contract Price identified in the Contract Documents, as such amount may be adjusted from time to time to account for Change Orders.

13.1.2 The Contractor's lump sum Contract Price shall include all escalation costs for the complete execution and duration of this Contract. No subsequent claim of escalation charges will be permitted for work completed. All after-hours and weekend work necessary to meet the project schedule is to be included as part of the lump sum bid. The Contractor's bid shall also include the cost for all overtime, premium time, and shift costs as necessary to maintain the schedule through project completion.

13.1.3 The Contract Price shall be increased or decreased only in accordance with the requirements of Section 8.0 of this Contract.

13.2 Schedule of Values

13.2.1 Before submitting its first Invoice, the Contractor shall submit to the Authority a Schedule of Values. The Schedule of Values shall be prepared in such form as the Authority may require and supported by such data to substantiate its accuracy. If accepted by the Authority, this Schedule of Values shall be used as a basis for the Contractor's Invoices and only for this purpose. Adjustments to the Schedule of Values must be approved in writing by the Authority.

13.2.2 The Contractor shall not front-end load its Schedule of Values, but the Contractor may include in its Schedule of Values a line item for the reasonable value of the Contractor's mobilization.

13.3 Invoices

13.3.1 On or about the twenty-fifth day of each month, the Contractor shall submit to the CM and the Authority a pencil copy of its proposed monthly Invoice, in a form acceptable to the Authority, identifying the percentage of the Contractor's Work completed during the prior month, so that the CM and the Authority may request any revisions to the pencil copy before the Contractor submits its Invoice on the first day of the following month, as required pursuant to this Section 13.3.

13.3.2 On the first weekday of each month, the Contractor shall submit to the CM and the Authority its Invoice, requesting payment for the percentage of the Contractor's Work completed during the prior month. Each Invoice shall include:

(a) the Authority's contract number and name of the Project;

(b) all data supporting the amounts requested and any other documentation reasonably requested by the Authority;

(c) a certification by the Contractor that all payments due its Subcontractors have been made from prior paid Invoices and that all Legal Requirements have been complied with; and

(d) if the Contractor is withholding payment from any Subcontractor or supplier, a certification by the Contractor that a valid basis exists under the terms of the Subcontractor's or supplier's contract to withhold payment.

13.3.3 Invoices shall show the percentage of completion of each portion of the Work as of the end of the prior month covered by the Invoice. The percentage of completion shall be the percentage of that portion of the Work which has actually been completed during the prior month.

13.3.4 Invoices submitted to the CM shall be processed and paid only after the CM reviews and determines that the Work for which payment is sought has been completed at the times and in the manner specified by the Contract Documents. Invoices will not be processed by the CM if the Contractor has failed to provide an acceptable Project Schedule or Project Schedule update. Invoices will not be paid by the Authority if the CM determines that the Work for which payment is sought is incomplete or unsatisfactory.

13.3.5 Invoices may request payment for equipment and materials not yet incorporated into the Project, provided that (i) the CM is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, the Authority will receive the equipment free and clear of all liens and encumbrances.

13.3.6 Invoices may request payment for the Contractor's general conditions costs to the extent that such costs are properly allocated to the percentage of Work completed by the Contractor during the prior month.

13.3.7 Contractor shall receive payment from the Authority by one of the following electronic payment methods: (1) the Automated Clearing House ("ACH") payment system, or (2) wire transfer. Any fees or costs associated with the use of either of the listed electronic payment methods shall be solely the Contractor's responsibility. Contractor may obtain the documents required to use either electronic payment method from the Authority's website. The Contractor shall provide to the CM the documents necessary to use the electronic payment method selected before any payment will be made to the Contractor by the Authority.

13.3.8 Within thirty (30) Days after receipt of the Contractor's properly supported Invoice, the Authority, pursuant to New Jersey's Prompt Payment Act, N.J.S.A. 52:32-32 and 2A:30A-2, will make payment of the approved amount of such Invoice, unless within twenty (20) Days of receipt the Authority issues a notice in accordance with the Prompt Payment Act indicating that funds will be withheld, the amount of the funds to be withheld and the reason for such withholding. The twenty (20) Day period for providing notice to the Contractor that the Authority will withhold funds shall be extended if authority for payment by the Authority's Board of Directors is required. The thirty (30) Day payment requirement shall be extended if the Contractor fails to provide complete and sufficient documentation in support of the amounts claimed and the Authority reserves the right to refuse payment as a result.

13.3.9 If the Contractor submits any false or fraudulent Invoice to the Authority for payment, the Contractor shall be held liable and subject to all penalties and damages under the New Jersey False Claims Act, N.J.S.A. 2A:32 et seq.

13.3.10 In the event the Contractor fails to pay its Subcontractors in a timely manner and the Authority is in full compliance with its obligations regarding timely payment of sums due the Contractor, the Authority may, but is not obligated to, make payments directly to each Subcontractor or by two-party checks. The Authority's decision to make such payments to the Contractor's Subcontractors will not give rise to any liability of the Authority for making such payments, will not in any way require the Authority to exercise its option to make such payments, and will not create any contractual relationship between the Authority and any Subcontractor. Payments to Subcontractors will not constitute acceptance of the adequacy of Work performed by the Contractor or its Subcontractors.

13.3.11 In the event of a dispute between the Authority and the Contractor as to whether an amount is owed for certain Work, or as to whether an amount has been reasonably withheld by the Authority, the Authority shall pay all amounts that are not in dispute, but shall not be required to pay the amount that is in dispute until the Parties settle or otherwise resolve such dispute. The Contractor shall continue to perform all of its obligations under the Contract Documents notwithstanding such dispute.

13.4 Withholding of Payment

13.4.1 The Authority may deny the Contractor's Invoice, in whole or in part, if: (a) the Work has not progressed to the point represented by the Contractor in its Invoice; (b) the quality of the Work does not conform to the Contract Documents; (c) defective or nonconforming Work has not been timely corrected; (d) the Contractor has caused damage to the Authority, the Authority's property or to another contractor; (e) reasonable evidence exists that, due to the fault of the Contractor, the Work will not be completed within the Contract Time, or within any Construction Milestones identified in the Schedule; (f) the Contractor has failed or refused to properly schedule and coordinate the Work, or to provide Project Schedules and updates; or (g) the Contractor has failed or refused to comply with any material term in the Contract Documents.

13.4.2 If the Authority determines that a sufficient basis exists to withhold payment from the Contractor pursuant to Section 13.4.1 above, the Authority will either: (i) retain for payment the relevant Invoice (or portion thereof) until the reason for the withholding of payment has been eliminated or corrected, or (ii) return the relevant Invoice to the Contractor, who shall resubmit the Invoice once the reason for the withholding of payment has been eliminated or corrected.

13.4.3 The withholding of any sums pursuant to this Section shall not be construed as, or constitute in any manner, a waiver by the Authority of the Contractor's obligation to perform the Work required under the Contract Documents. In the event that the Contractor fails to perform any Work

required by the Contract Documents, the Authority shall have, in addition to the sums withheld in accordance with this Section, all rights and remedies provided by law, equity and the Contract.

13.4.4 In addition to any other right to withhold payments under the Contract Documents, the Authority shall have the right to withhold from payments due the Contractor such sums as necessary to protect the Authority against any loss or damage which may result by reason of: (a) any willful misconduct or wanton or negligent act, error or omission by the Contractor or any Subcontractor, or any of their employees, representatives or agents which gives, or may give, rise to a claim by the Authority or by some other person or entity against the Authority; (b) the Contractor's breach of any of its material obligations under the Contract; (c) reasonable evidence that the Contractor will not complete the Work required by the Contract Documents within the Contract Time, and that the unpaid balance will not cover the actual damages suffered for the delay; and (d) the Contractor's inability or failure to complete any of the Work required by the Contract Documents.

13.5 Retainage

13.5.1 Except as otherwise provided herein, the Authority shall withhold funds ("Retainage") from payments made to the Contractor in accordance with this Section. The Authority shall withhold five percent (5%) of the Contract Price, as it may be adjusted by Change Order, as Retainage from all invoiced amounts.

13.5.2 At the time of Substantial Completion, the Contractor may request that the Authority reduce Retainage. The Authority in its sole discretion may reduce the percentage of Retainage withheld or may release the total amount of Retainage being withheld by the Authority if the Authority determines that such action is warranted by the progress and quality of the Work. Any request by the Contractor for a reduction in retainage must be accompanied by the following documents, available on the SDA website:

(a) A Certificate of Substantial Completion (Form 701), in cases in which a Certificate of Occupancy or Temporary Certificate of Occupancy has been issued; or a Confirmation of Contract Compliance (Form 702), in cases in which a Certificate of Occupancy will not issue; and

(b) Consent to Surety Reduction in or Partial Release of Retainage (Form 814); and

(c) Request for Reduction of Retainage (Form 816), signed by the Authority approving the reduction in retainage to the new percentage or amount.

13.5.3 At the time of Final Payment, the Authority shall release to the Contractor all Retainage other than amounts applied to the payment of liquidated damages or amounts which the Authority in its sole discretion deems necessary to retain to cover any existing or threatened claims or liens, or any amounts otherwise due the Authority under the Contract Documents.

13.6 Other Deductions

13.6.1 In addition to Retainage, the Authority may deduct from any progress payment the following:

(a) any liquidated damages which have accrued as of the date of the Invoice;

(b) any sums expended or expected to be expended by the Authority in performing any of the Contractor's obligations under the Contract Documents which the Contractor has failed to perform or has deficiently performed; and

(c) any other sums which the Authority is entitled to recover from the Contractor under the terms of the Contract Documents.

13.6.2 The Contractor agrees that, to the extent that the Authority may deduct or withhold money from the Contractor pursuant to the terms of this Contract, the Authority has available to it any monies due or that may become due the Contractor under other contracts between the Contractor and the Authority. Such other contracts shall include joint ventures in which the Contractor is a participant, but only to the extent of its participation. The right to recover against the Contractor as herein provided is in addition to and does not affect the right of the Authority to seek recovery against the Contractor or Surety under the Contract, bonds, or as otherwise allowed by law.

13.7 Certificates for Payment

The Authority will, after receipt of the Contractor's Invoice, and within the time set forth in the Specifications, either issue a Certificate for Payment for such amount as the Authority deems properly due, including deductions as allowed in this Section 13.0, or notify the Contractor in writing of its reasons for withholding a Certificate for Payment, as provided below.

13.8 Progress Payments

13.8.1 After a Certificate for Payment has been issued, the Authority shall make payment in the manner and within the time provided in the Contract Documents.

13.8.2 Upon receipt of payment from the Authority, the Contractor shall promptly pay each of its Subcontractors the amount due to such Subcontractor. The

Contractor shall require that each of its Subcontractors make timely payments to its sub-subcontractors in a similar manner.

13.8.3 The Authority shall have no obligation to make direct payment to any of the Contractor's Subcontractors.

13.8.4 No Certificate for Payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Authority or Project School District, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

13.9 **Contract Completion and Final Payment**

13.9.1 After Final Completion and receipt of the documentation required by the Contract Documents, including, but not limited to, the requirements of Section 13.9.2 below, the Authority will issue a Certificate of Final Payment. Final Payment shall be made in accordance with the New Jersey Prompt Payment Act, provided that the requirements of the Contract Documents have been fulfilled. The Final Payment shall include payment for all Work performed under the Contract, including all Retainage held by the Authority, less any amount the Authority is entitled to withhold pursuant to the terms of the Contract Documents.

13.9.2 Prior to issuance of the Final Payment, the Contractor shall submit to the CM and the Authority the following documents and information:

(a) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Authority may in any way be responsible, have been paid or otherwise satisfied;

(b) consent of Surety to final payment in the form of AIA Form G707;

(c) other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Authority;

(d) written certification that the Work is complete in all respects, and that the Work complies in all respects with the requirements of the Contract Documents;

(e) written certification that all equipment and systems have been installed in accordance with the Contract Documents and have been started and tested in accordance with the Contract Documents, the Code, and manufacturers' and/or suppliers' requirements;

(f) completed Form 710 "Construction Contract Final Completion Checklist," found on the SDA webpage;

(g) in compliance with the Prevailing Wage Act, written statements from the Contractor and all Subcontractors, certifying to the amounts then due and owing from the Contractor and Subcontractors to any and all workers for wages due. The statements shall contain the names of the persons whose wages are unpaid and the amount due to each respectively. The statements shall be verified by the oath of the Contractor or Subcontractor, as the case may be, that said party has read such statement subscribed by it, that said party knows the contents thereof, and that the same is true of its own knowledge. If any Subcontractor refuses to furnish a release or waiver required by the Authority, the Contractor may furnish a bond satisfactory to the Authority to indemnify the Authority, the State and the Project School District against any loss. If any lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the Authority all monies that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorney's fees. The Authority may withhold from the final payment any sum that the Authority has reason to believe may be needed to satisfy any lien, claim or threat of lien arising from the Work; and

(h) all required Contractor Evaluation Forms, Form Nos. 521 and 522 to be provided by the CM.

13.9.3 The tendering of Final Payment shall constitute a waiver of all claims by the Authority against the Contractor, except those arising from:

(a) unsettled liens and claims against the Authority, the State, the School Facility, or the Project School District, or any of their employees, officers, agents, or representatives;

(b) faulty, defective or nonconforming Work discovered or appearing after Final Payment;

(c) failure of the Work to comply with the requirements of the Contract Documents;

(d) any warranties contained in or required by the Contract Documents;

(e) damages incurred by the Authority, the State or the Project School District resulting from lawsuits brought against them,

their agents, employees, officers or representatives because of failures or actions on the part of the Contractor, its Subcontractors, or any of their officers, employees, agents or representatives;

(f) fraud or bad faith committed by the Contractor or any Subcontractor during performance of the Work, discovered by the Authority after Final Payment; and

(g) any and all claims pursuant to the New Jersey False Claims Act, N.J.S.A. 2A:32C et seq.

13.10 **Final Release**

13.10.1 The acceptance of Final Payment by the Contractor shall constitute a waiver of all claims by the Contractor against the Authority, the CM and the Design Consultant, except those expressly reserved by the Contractor in writing at the time of Final Payment. Such reservation of rights shall state the specific amounts of the claims being reserved and the bases for such claims. Failure to state the specific amount of a claim shall result in a waiver of that claim. The Contractor shall be deemed to have waived all claims for which the notices required by law and the Contract Documents have not been provided.

13.10.2 Acceptance or approval of, or payment for, any of the Work performed by the Contractor shall not constitute a release or waiver of any claim the Authority has or may have against the Contractor for latent defects, errors, omissions, deficiencies, breach of contract, or negligence. If the Authority discovers latent defects, errors, omissions or deficiencies in the Work after Final Release, the Contractor shall correct any such defects, errors, omissions or deficiencies in the Work at no expense to the Authority.

13.10.3 Notwithstanding any other provision of the Contract, for a period of three (3) years after Final Completion of the Project, all estimates and payments made pursuant to the Contract Documents, including the Certificates of Final Completion and Final Payment, are subject to correction and adjustment for clerical or other errors in the calculations involved in the determination of the amount of the payments. The Contractor and the Authority agree to pay to the other any sum due under the provisions of this Section, provided, however, that if the total sum to be paid is less than $100, payment will be waived.

13.11 **Eleven-Month Inspection.**

Approximately eleven (11) months after Final Payment, the Authority and its CM shall conduct, in conjunction with the Design Consultant, an inspection of the Project and the Work. The Contractor shall, at no cost to the Authority, correct deficiencies, latent defects or warranty

work discovered in the Eleven-Month Inspection.

14.0 PROTECTION OF PERSONS AND PROPERTY.

14.1 Safety of Persons and Property

14.1.1 The Contractor shall be responsible for preparing a Safety Plan for the Project which recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. The Authority's Project Manager and/or the Authority's safety division shall review Contractor's Safety Plan for consistency with the Authority's requirements and policies, based upon the latest version of the Authority's Safety Manual, which is incorporated into this Agreement by reference, and all other applicable Legal Requirements, including, but not limited to, governmental safety codes, rules, regulations and requirements, such as OSHA. Within ten (10) Days of receipt of the Contractor's Safety Plan, the Authority's Project Manager and/or the Authority's Safety Division shall recommend to the Authority acceptance or rejection of the Contractor's Safety Plan. The Authority will either accept or reject the Safety Plan within five (5) Days of the Authority's Project Manager's and/or the Authority's Safety Division's recommendations. The Contractor shall continue to submit its Safety Plan to the Authority's Project Manager and/or the Authority's Safety Division until it is accepted. Once the Contractor's Safety Plan is accepted, the Authority's Project Manager and/or the Authority's Safety Division shall monitor the Contractor's compliance with the Safety Plan throughout the Term of this Agreement to ensure that the Contractor meets or exceeds the accepted Safety Plan. If, at any time any part of the Project Site is deemed unsafe by the CM, the Authority's Project Manager and/or the Authority's Safety Division, the Authority may require the Contractor to stop performance and to take immediate corrective measures. Additionally, as the Authority has implemented a School Facilities Projects OCIP in accordance with N.J.S.A. 18A:7G-44, the Site and work areas of the Contractor and its Subcontractors shall be subject to inspection by the OCIP insurance carrier's risk control engineer, and the Contractor and its Subcontractors are required to cooperate with safety recommendations made by such risk control engineer.

14.1.2 The Contractor shall at all times secure and protect the Authority's property and the adjacent property of others from injury or loss. All passageways, guard fences, lights and other facilities reasonably required for protection must be provided and maintained by the Contractor.

14.1.3 The Contractor shall provide winter protection to the Project, including, but not limited to, providing temporary heat to maintain the Project buildings at

a temperature of at least forty (40) degrees Fahrenheit or greater, as may be required for the construction activity.

14.1.4 Notification to the Contractor by the Authority or any other person or entity of a safety hazard or violation shall in no way relieve the Contractor of sole and complete responsibility to perform the Work in a safe and workmanlike manner, or of its sole liability for any fees, fines, damages or other costs resulting from such hazard or violation.

14.1.5 The Contractor acknowledges that the safety of the public, the Project School District's students, employees, and guests is of the utmost importance. The Contractor shall take no action which would jeopardize the safety of such students, employees, or guests and, without the Authority's written approval, shall take no action which would interfere with the activities of the Project School District, its students, employees or guests, at the Site.

14.1.6 The Contractor must fully comply with the terms of the NJSDA Safety Manual, and all Federal, State and local job safety requirements. All costs associated with such safety compliance shall be included in the Contractor's lump sum bid.

14.1.7 Alcohol, drugs and weapons shall not be allowed on the jobsite under any circumstances, and shall be cause for immediate expulsion. In addition, only those persons directly involved with the project will be allowed on the site. In no event will minors be admitted to the Construction site. Anyone under the influence of alcohol or drugs will be immediately and permanently removed from the jobsite. In no event will minors be admitted to the jobsite.

14.2 Emergencies

In any emergency affecting the safety of persons or property, the Contractor shall act at all times to prevent threatened damage, injury or loss. If immediate action is required, the Contractor shall notify the Authority of the situation and all necessary actions shall be immediately taken upon recognition of an emergency, or as soon thereafter as is practicable. If the Contractor fails to so notify the Authority, the Contractor shall be solely liable for any damage, injury or death resulting from such an emergency that could have been prevented by the Contractor's prompt and immediate action.

15.0 DOCUMENTS AND RECORDS

15.1 Maintenance and Retention of Contract Records

For all Work performed, the Contractor shall, in accordance with generally accepted accounting principles and practices, maintain certified weekly payroll, workers' compensation payroll, overhead, cost and accounting records, as well as all other records that the Contractor

may customarily maintain in its business. Such records shall be maintained and made available for inspection by the Authority, and any State oversight or inspecting agency, as to all aspects of the Work and materials provided under the Contract Documents, whether the Work is performed by the Contractor, its Subcontractors or any other entity. Before Final Payment will be made to the Contractor, the Contractor must provide all such records to the CM and/or the Authority.

15.2 Right to Audit

The Authority, EDA or any other State inspecting or oversight agencies reserve the right to audit (or have their agents audit) the records of the Contractor in connection with all matters related to the Contract Documents. If, as a result of such audit, the Contractor is discovered for any reason to owe any money or refund to the Authority, the Authority may reduce the Contractor's Invoice amount to an amount considered commensurate with the actual work performed.

16.0 RISK OF LOSS AND INDEMNIFICATION

16.1 Risks Assumed by the Contractor.

16.1.1 Until Substantial Completion, the Contractor shall bear the risk of loss or damage to the permanent construction, temporary construction, and materials, whether or not the Contractor has received payment for such construction or materials.

16.1.2 The Contractor shall bear the risk of claims by third parties made against the Contractor or the Authority, on account of injuries (including wrongful death), loss, or damage of any kind whatsoever arising or alleged to arise out of or in connection with the performance of the Work. The risk of claims, whether or not actually caused by or resulting from the performance of the Work or out of or in connection with the Contractor's operations or presence at or in the vicinity of the Project Site or on Authority premises, and whether such injuries, loss, and damages are sustained, applies at any time both before and after Final Completion.

16.1.3 The Contractor shall bear the risk of loss or damage to any property of the Contractor, and of claims made against the Contractor or the Authority for loss or damage to any property of lessors, Subcontractors, materialmen, workers, and others performing the Work. Said risk is assumed during all times prior to removal of the property from the Site.

16.2 Indemnification

16.2.1 To the fullest extent permitted by law, the Contractor shall indemnify, protect, defend and save harmless the State of New Jersey, the Authority, the CM, the Design Consultant and the Project School District, as well as their respective agents, servants, officers, directors and employees, from and against any loss, damage, injury, cost or expense including interest,

attorney's fees and other expenses, and from and against any claim, demand, liability, lawsuit, judgment, action or other proceeding arising from, in connection with, or as a result of any of the following:

16.2.1.1 the negligent acts or omissions of the Contractor, its agents, servants, officers, employees, Subcontractors or any other person acting at the Contractor's request, subject to its direction, or on its behalf;

16.2.1.2 the loss of life or property, or injury or damage to the person, body or property of any person or persons whatsoever, that arises or results directly or indirectly from the negligent acts or omissions by the Contractor, its agents, servants, officers, employees, Subcontractors or any other person acting at the Contractor's request, subject to its direction, or on its behalf;

16.2.1.3 any gross negligence, default, or breach, of the Contractor, its agents, servants, officers, employees, Subcontractors or any other person acting at the Contractor's request, subject to its direction, or on its behalf;

16.2.1.4 violation of or non-compliance with all Legal Requirements, including, but not limited to, Federal, State, local and municipal laws and regulations, ordinances, building codes (including without limitation the Americans with Disabilities Act) arising from the performance or non-performance of, or arising out of conditions created or caused to be created by the Contractor, its agents, servants, officers, employees, Subcontractors, or any other person acting at the Contractor's request, subject to its direction, or on its behalf.

16.2.2 The Contractor's indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in the Contract.

16.2.3 The Contractor agrees that any acceptance by the Authority of the Work performed and materials provided by the Contractor shall not operate to limit the obligations of the Contractor under the Contract Documents and that the Authority assumes no obligations to indemnify or hold harmless the Contractor, its agents, servants, employees or Subcontractors against any claims that may arise out of its performance or nonperformance under the Contract. The Contractor also agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations under the Contract Documents, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of the Contract Documents or otherwise at law or equity.

16.2.4 The provisions of this Section 16.2 shall survive the expiration or termination of the Contract.

17.0 CLAIMS

All Claims by the Contractor against the Authority shall be governed by the following provisions.

17.1 **General.** All Claims asserted by the Contractor against the Authority shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. and the New Jersey False Claims Act, N.J.S.A. 2A:32 et seq.

17.2 **Notice of Claim.** The Contractor shall file notice of its Claim on a form provided by the Authority, which form shall be completed in its entirety and signed by the Contractor. Incomplete forms will be rejected and have no effect. Submission of completed notice forms shall constitute compliance with the notice provisions of the New Jersey Contractual Liability Act if such notices are provided within the time limits established by N.J.S.A. 59:13-5.

17.3 **Review of Claims.** The administrative process for review of Claims is sequential in nature and mandatory. The Authority's Claims procedure is composed of the following steps:

Step One: Review by the Authority
Step Two: Non-binding Mediation

Completion of the two (2) steps of Claims review is a mandatory prerequisite to the initiation of litigation by either Party.

17.4 **Compliance with Claim Review Procedure.** Each Claim will begin its review at Step One. A Claim will not proceed to the next step unless the Contractor submits a written objection to the prior step and requests that its Claim proceed to the next step. If at any step in the process a Claim is resolved, the Contractor must sign a full and final release as to any and all matters arising from the Claim.

17.5 **Step One: The Authority's Review.**

17.5.1 The Contractor must provide to the CM and the Authority the required forms as required by this Section to comply with the New Jersey Contractual Liability Act in order to begin the Authority's administrative process for the review of Claims. The Contractor shall also submit to the Authority all documentation supporting the Contractor's Claim. The documentation provided to the Authority will serve as the basis for evaluation of the Contractor's position regarding the Claim throughout Step One of the administrative process. The Contractor shall submit additional information upon request of the Authority. No formal action will be taken

by the Authority unless and until the Authority receives complete Claim documentation from the Contractor.

17.5.2 Authority Review and Decision. At the option of the Authority, a meeting may be scheduled with the Contractor, the Authority and the CM to discuss the Claim. The Authority shall render its decision regarding the Claim in writing within sixty (60) Days of the receipt of the complete supporting documentation or within sixty (60) Days of any meeting with the Contractor, the Authority and the CM, whichever is later. This time limit may be extended by mutual agreement of the Parties. The Contractor, within fifteen (15) Days of the receipt of the decision by the Authority, shall accept or reject the Authority's decision in writing. If the Contractor neither accepts nor rejects in writing the Authority's decision within fifteen (15) Days, the Claim will be considered withdrawn from the administrative process and there will be no further administrative remedy available to the Contractor for the subject Claim.

17.6 **Step Two: Non-Binding Mediation**. If the Contractor rejects in writing the decision of the Authority, there is no further automatic administrative review of the Claim. Within fifteen (15) Days after issuance of a Certificate of Occupancy or Certificate of Acceptance for this Project, the Contractor may request in writing that any or all outstanding Claims regarding this Project, which include any or all Claims that have been processed through Step One of the Claim resolution process, and that were neither withdrawn nor considered withdrawn from the process be submitted to Step Two, non-binding mediation. Such request shall be sent to the Authority. No Claim will proceed automatically to Step Two and the Contractor must make a specific written request that the Claim be elevated to Step Two for review. Step Two review will not be available until after the issuance of a Certificate of Occupancy or Certificate of Acceptance, unless an earlier time for submission of the Claim to Step Two is agreed to by the Parties. The cost of non-binding mediation shall be shared equally by the Contractor and the Authority. The mediator shall be selected by the Authority, with the concurrence of the Contractor. The rules for the mediation shall be agreed to by the Authority, the Contractor and the mediator prior to the start of the mediation. If the Parties fail to agree on the rules for the non-binding mediation, the mediation will not proceed and Step Two review will be deemed completed.

18.0 ADDITIONAL PROVISIONS

18.1 Governing Law

The Contract Documents, and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of the State of New Jersey without reference to conflict-of-laws principles.

18.2 **Forum and Venue**

Any legal action to resolve a dispute or Claim filed under the terms of the Contract Documents shall be brought only in a state court in the State of New Jersey.

18.3 **Legal Requirements**

The Contractor shall keep fully informed of all Legal Requirements, including, but not limited to, all Federal, State and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having jurisdiction or authority, which in any manner may affect those engaged or employed to perform Work on the Project, or which in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with, and shall cause its agents and employees to observe and comply with, all such laws, ordinances and regulations orders and decrees, and shall protect and indemnify the Authority and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree whether by the Contractor or its employees, agents, Subcontractors of any tier, suppliers or materialmen. If any discrepancy is discovered between the Contract Documents and any such law, ordinance, regulation, order or decree, the Contractor shall immediately report the same to the Authority in writing.

18.4 **State Inspector General.**

18.4.1 The Office of the State Inspector General, or any other State inspecting or oversight agency may, at its discretion, investigate, examine and inspect the activities of the Contractor and all other parties involved with the Project relating to the construction and financing of the Project and to the implementation of the Educational Facilities Construction and Financing Act, P.L 2000, c. 72 (N.J.S.A. 18A:7G-1 et seq.). The Office of the State Inspector General, or any other State inspecting or oversight agencies may require the Contractor or any other party involved with the Project to submit duly verified reports which shall include such information and be in such form as they may require. In addition to the foregoing, the Office of the State Inspector General, or any other State inspecting or oversight agencies may investigate, examine, inspect, or audit in any manner and at such times as they may deem necessary. The Contractor shall include in any and all contracts with Subcontractors a provision requiring such Subcontractors to permit the Office of the State Inspector General, or any other State inspecting or oversight agencies, in their discretion, to investigate, examine, inspect or audit in any manner and at such times as they may deem necessary.

18.5 **State Sales Tax**

Materials, supplies or services for exclusive use in erecting the structures or buildings or otherwise improving, altering or repairing the School Facility pursuant to the Contract Documents are exempt from New Jersey State sales tax. Purchases or rentals of equipment are not exempt from any tax under the State Sales Tax Act.

18.6 Assignment of Contract Funds and Claims

The Contractor shall not transfer or assign to any party any Contract funds, due or to become due, or claims of any nature it may have against the Authority, without the written approval of the Authority. The Authority, in its sole discretion and considering the interests of the Authority, the State and the Project School District, may grant or deny such approval.

18.7 Independent Contractor

The relationship of the Contractor to the Authority is that of an independent contractor, and the Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it shall neither hold itself out as nor claim to be an officer or employee of the Authority. The Contractor shall not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Authority, including, but not limited to, workers compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

18.8 Third Party Beneficiary Clause

18.8.1 It is specifically agreed between the parties executing this Contract that no provision of the Contract is intended to make any other person, company or entity, including, but not limited to, any member of the public, a third party beneficiary to this Contract or the Contract Documents, or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

18.8.2 No individual, firm, corporation, or any combination thereof, that supplies materials, labor, services, or equipment to the Contractor for the performance of the Work shall be considered a third party beneficiary of the Contract.

18.9 Limitation of Liability

Whether as a result of breach of Contract, tort (including negligence), or otherwise, the Authority will not be liable to the Contractor for any special, consequential, incidental, or penal damages including, but not limited to, loss of profit or revenues, loss of rental value for Contractor-owned equipment, damages to associated equipment, cost of capital, punitive damages or interest of any nature.

18.10 Affidavit Concerning Gifts to Authority Employees and Agents

The Contractor shall not give any gifts of any nature, nor any gratuity in any form whatsoever, nor loan any money or anything of value to any Authority employee or relative thereof. The Contractor shall not rent or purchase any equipment or supplies of any nature whatsoever from any Authority employee or relative thereof. Similarly, such gifts, gratuities, loans, rentals or purchases shall not be given to or made from any agent of the Authority during

the period of time that such agent is performing any function related in any way to the Project. Before receiving final payment, the Contractor shall execute, under oath, any affidavit, on forms provided by the Authority, stating under oath that it has given no such prohibited gift, gratuities, or loans nor made any such prohibited rentals or purchases.

18.11 **Disclosure of Political Contributions**

18.11.1 Political Contributions Disclosure Form. Pursuant to law, the Contractor shall, on a continuing basis, disclose and report to the Authority any "contributions," as that term is defined in P.L. 2005, c. 51, made during the Term of the Contract by the Contractor or any "Business Entity," as that term is defined in P.L. 2005, c. 51, associated with the Contractor, on the "Disclosure of Political Contribution" form provided by the Authority, at the time such contribution is made.

18.11.2 Political Contributions ELEC Filing. The Contractor shall comply with its responsibility to file an annual disclosure statement on political contributions with ELEC in the event it receives contracts in excess of $50,000 from a public entity in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. .

18.12 **Personal Liability of Public Officials.**

In carrying out any of the provisions of the Contract, or in exercising any power or authority granted to them by or within the scope of the Contract, no officer, member of the Board, or employee of the Authority shall be liable either personally or as officials of the Authority, it being understood that in all such matters these individuals act solely as agents and representatives of the Authority.

18.13 **No Waiver of Legal Rights.**

A waiver on the part of the Authority of any breach of any part of the Contract is not to be held to be a waiver of any other or subsequent breach by any party.

18.14 **Prevailing Wage**

The Contractor and each of its subcontractors shall comply with the New Jersey Prevailing Wage Act Laws of 1963, Chapter 150, (N.J.S.A. 34:11-56.25 et seq.) and all amendments thereto. The Contractor and its subcontractors shall certify their compliance with this law on forms satisfactory to the Authority prior to receiving payment.

18.15 **Copyrights and Patents**

18.15.1 If the Contractor employs any design, device, material, or process covered by letters of patent or copyright, it shall provide for such use by suitable legal agreement with the patent holder. The Contractor shall assume all costs, including attorney's fees, arising from its use of patented or

copyrighted designs, materials, equipment, devices, or processes for this Project.

18.15.2 The Contractor shall defend, indemnify and hold harmless the Authority, the Project School District and the State from any and all claims for infringement by reason of the use of any patented design, device, material, equipment or process, or any trademark, copyright, trade secret or any other material protected in any manner from use or disclosure, and shall indemnify the Authority, the Project School District and the State for any costs, expenses and damages, including attorney's fees, that it may incur by reason of an infringement at any time during the performance, or after the acceptance, of the Work.

18.16 Environmental Protection

The Contractor shall comply with all applicable Federal, state and local Legal Requirements concerning protection of the environment, including but not limited to, any Remedial Action Work Plan applicable to the Project. Necessary precautions shall be taken to prevent pollution of streams, lakes, ponds, rivers, wetlands, groundwater, and reservoirs with chemicals, fuels, oils, bitumens, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

18.17 Performance of Work within the United States

18.17.1 Buy American Requirements. 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 any Subcontractor of materials or farm products produced and manufactured outside of the United States on any public work.

18.17.2 Executive Order No. 129 Requirements. In accordance with Executive Order No. 129 (2004) ("EO 129"), and with P.L. 2005, c. 92, the Contractor shall have a continuing duty to comply with the provisions of EO 129 and P.L. 2005, c. 92, as applicable. By executing this Contract, the Contractor agrees that all Work performed by the Contractor pursuant to the Contract Documents shall be performed within the United States. If, during the Term, the Contractor or a subcontracted firm proceeds to shift the performance of the Work outside of the United States, the Contractor shall be deemed in breach of the Contract and shall be subject to Termination for Cause, unless the Authority shall determine in writing that extraordinary circumstances require a shift of services or that a failure to shift the services would result in economic hardship to the Authority or the State

18.18 Affirmative Action and Non-discrimination

18.18.1 The Contractor and its Subcontractors shall abide by the affirmative action program established by the Authority pursuant to Section 6 and 36 of the legislation creating the New Jersey Schools Development Authority, P.L.

2007, c. 137, and any rules associated therewith, as may be amended from time to time, including, but not limited to, N.J.A.C. 19:39-1.1 to -4.1.

18.18.2 The Contractor shall submit to the Authority, after notification of award but prior to execution of this Agreement, one of the following three documents: (i) documentation (e.g., a Letter of Approval) sufficient to show that the Contractor is operating under an existing Federally-approved or sanctioned affirmative action program; (ii) a Certificate of Employee Information Report approval issued in accordance with N.J.A.C. 17:27-4; or (iii) an Employee Information Report (Form AA-302) in accordance with N.J.A.C. 17:27-4. The Contractor shall not enter into a subcontract unless the Subcontractor has submitted to the Contractor one of the three documents required in this Paragraph above, unless such Subcontractor has four (4) or fewer employees.

18.18.3 The Contractor shall abide by, and shall include language in all subcontracts with Subcontractors requiring that all Subcontractors abide by the requirements of this Section 18.18.

18.18.4 The Contractor shall not discriminate in employment and shall abide by all anti-discrimination laws including those contained within N.J.S.A. 10:5-1 et seq. and all rules and regulations issued thereunder. During the performance of the Contract, the Contractor and its Subcontractors agree as follows:

18.18.4.1 The Contractor and its Subcontractors 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 and its Subcontractors will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its Subcontractors agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

18.18.4.2 The Contractor and its Subcontractors will in all solicitations or advertisements for employees placed by or on behalf of the

Contractor or its Subcontractors, 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, nationality, disability or sex.

18.18.4.3 The Contractor and its Subcontractors will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's (and its Subcontractor's) commitments under the Contract and referenced statutes and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18.18.4.4 The Contractor and its Subcontractors shall comply with the regulations promulgated by the State Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time, and with the Americans With Disabilities Act, 42 U.S.C. § 12101 et seq., with respect to its employment practices.

18.18.4.5 The Contractor and its Subcontractors agree to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & Equal Employment Opportunity in Public Contracts (hereinafter "Division") pursuant to N.J.A.C. 17:27-5.2, as amended and supplemented from time to time.

18.18.4.6 The Contractor and its Subcontractors agree to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

18.18.4.7 The Contractor and its Subcontractors agree to revise any of its testing procedures, if necessary, to ensure that all personnel testing conforms to the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

18.18.4.8 In conforming with the applicable employment goals, the Contractor and its Subcontractors agree to review all of their procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

18.18.4.9 The Contractor and its Subcontractors shall furnish to the Division such reports or other documents as may be requested from time to time in order to carry out the purposes of the Division's regulations, and shall furnish to the Authority such reports and other documents, in the manner and form requested, as may be required to carry out the purposes of the Authority's regulations.

18.18.4.10 The Contractor and its Subcontractors agree to make good faith efforts when hiring or scheduling workers in each construction trade, to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a Subcontractor from compliance with the good faith procedures prescribed by Sections 18.18.4.11 and 18.18.4.12 below, as long as the Division is satisfied that the Subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The Contractor and its Subcontractors agree that a good faith effort shall include compliance with procedures set forth in Section 18.18.4.11.

18.18.4.11 If the Contractor or its Subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or its Subcontractor shall, within three business days of the contract award, seek assurances from the union that the union will cooperate with the Contractor or its Subcontractor as it fulfills its affirmative action obligations under the Contract and in accordance with the rules promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time. If the Contractor or its Subcontractor are unable to obtain said assurances from the construction trade union at least five (5) business days prior to the commencement of construction Work, the Contractor or its Subcontractor shall agree to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment

goal. If the Contractor's or Subcontractors' 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 the applicable employment goal, the Contractor or its Subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under Section 18.18.4.12 below; and the Contractor or its Subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

18.18.4.12 If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of Section 18.18.4.11 above, or if the Contractor or a Subcontractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or the Subcontractor agrees to take the following actions consistent with the applicable county employment goals:

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

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

(c) 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 its Subcontractor has a referral agreement or arrangement with a union for the construction trade;

(d) 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 until such time as the workforce is consistent with the employment goal;

(e) If it is necessary to lay off any of the workers in a given trade on the construction site, to assure, consistent with the

applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et seq.;

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

1. 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, Contractor or its Subcontractor shall determine the qualifications of such individuals and if the Contractor's or Subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, the Contractor or the Subcontractor shall determine that the individual at least possesses the requisite skills, and experience as recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the Contractor or Subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of these requirements, however, are limited by the provisions of Section 18.18.4.13 below.

2. If the Contractor's or Subcontractors' workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

3. If, for any reason, the 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 Authority's compliance officer and to the Division;

(g) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the

Contract, on forms made available by the Division and submitted promptly to the Division upon request.

18.18.4.13 The Contractor or Subcontractor agrees that nothing contained in Section 18.18.4.12 above shall preclude the Contractor or Subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the Contractor or Subcontractor shall consider for employment persons referred pursuant to Section 18.18.4.12 above without regard to such agreement or arrangement; provided further, however, that the Contractor or Subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey workers ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or Subcontractor agrees that, in implementing the procedures of Section 18.18.4.12 above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

18.18.5 Monitoring and Enforcement of Workforce Affirmative Action Compliance and Procedures.

18.18.5.1 The Contractor's employee liaison designated in accordance with N.J.A.C. 19:39-2.1(a) shall meet, when requested, with the Authority's workforce compliance inspector to ensure compliance with this section and the Contractor's affirmative action plan.

18.18.5.2 The Authority's compliance inspector shall conduct on-site visits and/or attend Project meetings and, at reasonable times and in a reasonable manner, may enter the Contractor's business facility or construction Project site for the purpose of determining whether the Contractor is complying with its affirmative action plan and is otherwise in compliance with the procedures set forth in this Section.

18.18.5.3 The Authority's compliance inspector may investigate to determine if there is a violation of this Subsection or the Contractor's affirmative action plan. If the workforce compliance inspector determines there is substantial probability that a violation is occurring, he or she may issue a written alert notice to the Contractor. The written alert notice shall explain in sufficient detail the alleged violation.

18.18.5.4 If the alleged violation explained in the alert notice has not been corrected to the satisfaction of the Authority's workforce compliance inspector issuing the notice within three (3) business days after it is received by the Contractor, the workforce compliance inspector shall issue a violation notice to the Contractor. Said violation notice shall explain, in sufficient detail, the facts of the continuing violation.

18.18.5.5 After issuing a notice of violation, the Authority's workforce compliance inspector shall notify the alleged violator that it shall submit, within seven (7) business days, a written statement explaining why it is not in violation of this Section or the affirmative action plan or an explanation of how it will correct any such violation. The written statement shall be reviewed by the Authority's workforce compliance inspector and the Director. If the Director determines that the violator has not adequately explained why it is not in violation or determines that the violation is continuing to occur, then the Director shall conduct an investigatory conference to determine whether there is a violation and/or if corrective measures must be taken. The conference may also be conducted to discuss and resolve issues before taking any action pursuant to Section 18.18.8 below, and/or N.J.A.C. 19:39-3.2. Such investigatory conference shall be conducted within thirty (30) business days of the contractor's submission of its written statement. The Director may conduct interviews and request from appropriate parties the submission of additional information as is considered necessary to determine whether the alleged violation has occurred.

18.18.6 18.18.6 Set Asides and Goals for Small Business Entities on Authority Projects.

18.18.6.1 At the time of each school facilities project advertisement, the Authority shall announce the SBE requirements for the Contract, and the Contractor shall be required to make a good faith effort to comply fully with the SBE subcontracting goals.

18.18.6.2 The good faith efforts of the Contractor to meet the SBE goal on the Projects shall include, but not be limited to, the following measures:

(a) Sending solicitation letters to SBE firms registered with the New Jersey Department of the Treasury, Division of Minority and Women Business Development and to pre-qualified SBE firms on a list that is available from the SDA's website at www.njsda.gov;

(b) Making follow-up telephone calls to firms solicited in (a) above, and keeping a log of such calls and responses;

(c) Breaking the work into smaller subcontracts, to make it easier for SBE firms to compete;

(d) Contacting community groups, including, but not limited to, groups listed by the SDA for this purpose, for assistance in identifying SBE firms;

(e) Placing advertisements in local newspapers, construction trade letters, magazines, or special publications aimed at SBEs;

(f) Negotiating in good faith with interested SBE subcontractors, so as not to disqualify a prospective subcontractor without good cause; and

(g) Assisting potential SBE subcontractor firms by acting as a reference for the subcontractor, or by referring the subcontractor to the surety agent or bank officer of the contractor or consultant to satisfy bonding, insurance, or credit requirements.

18.18.6.3 If the Authority's Director of Contractor and Workforce Compliance determines that a Contractor has failed to comply with its good faith obligations to meet the specified SBE subcontracting goal, he or she may pursue any of the sanctions available pursuant to Section 18.18.8 below, and/or N.J.A.C. 19:39-3.2.

18.18.7 Affirmative Action and Small Business Compliance.

18.18.7.1 The Contractor shall designate an employee who shall serve as a liaison with the Authority's workforce compliance inspector and who shall be responsible for coordinating the firm's affirmative action program, maintaining all records required by this Section and submitting the forms required by this Section through the Authority's website, or as otherwise directed, to the Authority's designated employee or representative

18.18.7.2 The Contractor, after notification of award, but prior to the Authority's execution of this Agreement, shall submit to the Authority an SBE Form B and Form C.

18.18.7.3 The Contractor shall complete and submit the following forms available from the Authority, at the times indicated, and in the manner and form (whether hard-copy or electronic) specified by the Authority:

(a) An SBE Form A, together with all SBE Forms C, at the time of bid or at any other time specified by the Authority prior to the Authority's execution of a construction contract;

(b) An initial Project workforce report, Form AA-201, upon notification of award, and prior to the Authority's execution of the Contract;

(c) A subcontractor projection report, Form 201A, within seven (7) business days of the Notice to Proceed issued to the Contractor by the Authority, and as updated during the duration of the Contract;

(d) A monthly Project workforce report, Form AA-202, submitted in electronic form no later than the seventh business day of each month for the duration of the contract; and

(e) A certified payroll report within 10 (10) days of the end of each pay period.

18.18.8 Sanctions.

18.18.8.1 If the Authority determines that the Contractor is in violation of the Authority's affirmative action regulations, or the terms of this Agreement, or its affirmative action plan, the Authority shall enforce the aforesaid obligations and the requirements of the affirmative action plan by any or all of the following actions:

(a) Reduce the Contractor's performance evaluation;

(b) Reduce the Contractor's Project rating on subsequent bid proposals;

(c) Reduce the Contractor's Compensation by a maximum of one and one-half percent of the Contract Price if the Contractor is found not to have in good faith satisfied the hiring requirements set forth in the Contract, because the SDA cannot and will not pay for contractual services that are not performed or contractual obligations that are not met. This reduction in the Contract Price may be effectuated either by the withholding of all or part of future payments to the Contractor or by a reduction in the amount of Retainage otherwise due for release to the Contractor under the Contract;

(d) Pursue any of the sanctions available under N.J.A.C. 19:38A-4, including revocation of the Contractor's pre-qualification and/or suspension or debarment from SDA contracting; and/or

(e) Terminate this Agreement.

18.18.9 Subcontractor Replacement on School Facilities Projects.

18.18.9.1 The Contractor shall not replace an SBE Subcontractor, except where such Subcontractor is in breach of its subcontract and the SDA has provided the Contractor its prior written consent to the replacement.

18.18.9.2 A request for replacement shall be in writing, on forms specified by the Authority, and must be accompanied by complete justification for the request. The Contractor must have the written approval of the Director, or his or her designee, before such a replacement can be made, regardless of the reason for the replacement.

18.18.9.3 The Contractor shall make a good faith effort to find another SBE to perform at least the same amount of work as had been allocated to the original SBE Subcontractor.

19.0 WARRANTIES

19.1 General. The Contractor warrants to the Authority that the construction, including all materials and equipment furnished as part of the construction, shall be new, unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

19.2 Commencement of Warranties. The warranties shall commence upon Substantial Completion of the Project and continue for one (1) year, unless otherwise stated in the Contract Documents. Should any warranty commence earlier than the Substantial Completion Date, the Contractor shall extend the warranty to one (1) year past the Substantial Completion Date. The Contractor's warranty obligations exclude defects caused by abuse, alterations, or failure to maintain the Work by persons other than the Contractor. Nothing in this Section is intended to limit any manufacturers' warranties which provide the Authority with greater warranty rights than set forth in this Section or the Contract Documents. The Contractor will provide the Authority with all manufacturers' warranties upon Substantial Completion.

19.3 Subcontractor Warranties. The Contractor shall obtain appropriate warranties, guarantees and obligations with respect to materials, workmanship, equipment, tools and supplies furnished by any and all Subcontractors and suppliers, and shall cause such warranties, guarantees and obligations to be extended to the Authority

without derogating the Contractor's own representations and warranties to the Authority for such Work. The foregoing warranties, guarantees and obligations shall be in effect for periods of time co-extensive in duration with the Contractor's warranty for such Work. All such warranties, guarantees and obligations shall be in writing and shall run directly to and be jointly and severally enforceable by the Contractor and/or the Authority and their respective successors or assigns. The Contractor shall be responsible for enforcing such warranties, guarantees and obligations, at its own expense, in the name of and on behalf of the Authority if the Authority so requests.

20.0 SOLID WASTE, HAZARDOUS WASTE, UNDERGROUND STORAGE TANKS AND ASBESTOS TRANSPORTATION AND DISPOSAL

20.1 General Requirements

20.1.1 The Contractor will be responsible for the loading, transportation, and proper disposal of Solid Waste, as defined at N.J.S.A. 13:1E-3 and N.J.A.C. 7:26-1.6, encountered at the Project Site. The Contractor must meet all applicable federal, state and local requirements, laws, or ordinances for the handling, transportation and disposal of Solid Waste.

20.1.2 The Contractor may subcontract the transportation, disposal and/or brokering of the Solid Waste in accordance with Article 6 of these General Conditions, but only to subcontractors who are licensed under the New Jersey Solid Waste Management Act and who comply with all conditions of this Article 21. The Contractor will assume responsibility for its own and its subcontractors' compliance with all applicable legal requirements for the handling, loading, transportation and disposal of all Solid Waste until completion of disposal.

20.1.3 Transportation of Solid Waste for disposal must be done by a licensed New Jersey Solid Waste Transporter, and all equipment utilized in the transportation work must be properly registered in accordance with New Jersey law and this Article 21. All waste generated in a County which has waste flow restrictions must be handled in accordance with the specific requirements of that County

20.2 Transportation Requirements

20.2.1 By executing this Agreement, the contractor warrants that it has, and shall maintain during the term of this Contract, all licenses, certifications, authorizations, and any documents required by the Federal government, State government, County and Municipal governments, and international authorities, necessary to legally and properly perform this Contract.

20.2.2 A-901 License. The Contractor warrants that it, and/or each of its subcontractors who performs any activities involving the transportation and

disposal of Solid Waste, shall be currently approved by the New Jersey Department of Environmental Protection ("NJDEP") and the New Jersey Attorney General's Office as required by N.J.S.A. 13:1E-126, et seq., and that it and/or each such subcontractor possesses current valid "A-901" licenses for each such corporation and its principals. The Contractor shall immediately notify the Authority should there be any change in the legal status, ownership or management of any firm or business contracting with the Contractor to handle Solid Waste.

20.2.3 Solid and Hazardous Waste Vehicle Registration. The Contractor warrants that either it, or all subcontractors who perform any activities involving the transportation and disposal of Solid Waste, shall utilize in the transportation and disposal of all Solid Waste for the Project, only tractors, trailers, trucks, containers and other equipment that are properly registered with the New Jersey Department of Environmental Protection and validly placarded with the necessary identifying information, including valid NJDEP decals issued in the name of the company transporting the waste.

20.2.4 Certificate of Public Convenience and Necessity. The Contractor warrants that either it, or each of its subcontractors who performs activities involving the transportation and/or disposal of Solid Waste, including brokering, shall have a valid NJDEP Certificate of Public Convenience and Necessity, as required by N.J.S.A. 48:13A-6.

20.2.5 Hazardous Waste. Hazardous waste transportation and disposal shall be performed in accordance with the laws of the State of New Jersey, and shall be performed only by a company licensed to handle hazardous waste in New Jersey.

20.2.6 Underground Storage Tanks. The Contractor, or each subcontractor designated to perform underground storage tank removal, closure, abandonment, subsurface evaluation or remedial work, shall possess a valid NJDEP certification under the Underground Storage Tank Certification Program for UST Closure and Subsurface Evaluation (pursuant to P.L. 1991, C.123).

20.2.7 Licenses, Certifications and Training. The Contractor shall provide appropriately licensed, certified and trained subcontractors and staff needed to perform work relating to Solid Waste disposal, Hazardous Waste handling or removal, or Underground Storage Tank removal, closure or subsurface evaluation. Upon request of the Authority, the Contractor will be required to identify the appropriately licensed staff for such work.

20.2.8 Certified Laboratory for Testing. Any testing or analysis required or advisable under the terms of the Agreement shall be performed by an NJDEP certified laboratory.

20.2.9 Asbestos. If asbestos or asbestos-containing materials are present or suspected on the Site, the Contractor or designated subcontractors shall handle, containerize and remove the asbestos, asbestos containing materials, or other building materials contaminated with asbestos. The Contractor or subcontractor(s) designated to perform asbestos removal work shall possess a New Jersey Asbestos Contractors Type A license from the New Jersey Department of Labor (NJDOL), Office of Asbestos Control and Licensing and the individuals working on sites to remove asbestos shall have Asbestos Worker Permits or Supervisor Permits. Workers shall be trained in accordance with all OSHA regulations including: 29 CFR 1910.1001, 29 CFR 1910.1101 and 29 CFR 1926.58 including amendments.

20.2.9.1 The Contractor and/or each Subcontractor performing asbestos removal work shall warrant that the firm and its employees are familiar, experienced and compliant with the following regulations:

(a) U.S. Environmental Protection Agency (EPA): 40 CFR Part 61 Subparts A, B and M of the National Emissions Standards for Hazardous Air Pollutants and Amendments;

(b) State of New Jersey: Asbestos Control and Licensing Act (P.L. 1984 C.173) N.J.A.C. 12:120 and N.J.A.C. 8:60 and Amendments;

(c) State of New Jersey: Asbestos Hazard Abatement Subcode, Subchapter 8, N.J.A.C. 5:23-8.

20.2.9.2 Compliance with this section 21.2.9 shall be determined by verification of supervisor and worker asbestos licenses.

20.2.9.3 The Authority may provide additional requirements for the handling of asbestos in additional contract requirements when it deems additional requirements necessary.

20.2.10 Obligation to Update Information. The Contractor warrants that either it, or each of its subcontractors or waste brokers who performs any activities involving the transportation and disposal of Solid Waste, shall be currently authorized to handle Solid Waste in the State of New Jersey, and further warrants that the Contractor shall immediately notify the Authority should any action be initiated by any state or governmental entity to debar, revoke, or suspend any of its licenses or approvals necessary to properly handle or transport Solid Waste, or to debar, revoke or suspend any of the licenses or approvals of its subcontractors or brokers necessary to properly handle or transport Solid Waste.

20.3 Tracking and Documentation Of Solid Waste Disposal

20.3.1 The Contractor shall track and document all waste shipments that leave the project site and shall be responsible for ensuring that all Solid Waste has been disposed of in accordance with the applicable laws of the State of New Jersey, and the applicable laws of any other State in which Solid Waste originating from the Project Site is disposed.

20.3.2 The Contractor shall provide written verification of the location(s) of disposal and tonnage for all Solid Waste originating at the Project Site. The Authority reserves the right to conduct a waste or environmental audit of the operations of the Contractor and any subcontractors involved in solid waste disposal, to evaluate compliance with all applicable laws.

20.4 Classification of Solid Waste, Hazardous Waste, Recycled Materials and/or Beneficial Use Materials

20.4.1 The Contractor shall properly classify material as Solid Waste, Hazardous Waste or fill material in accordance with NJDEP standards and requirements, and in consideration of any testing results or data received from the Authority regarding evaluation of the materials at the Site. The Authority reserves its right to verify the status of material as Solid Waste, Hazardous Waste or otherwise. In the event of a question or dispute as to the proper classification of any material, the final determination shall be made by the Authority in consultation with its consultants and/or independent testing laboratory.

20.4.2 If the material is classified as a "Solid Waste" then the Contractor shall be responsible for arranging to handle, transport and dispose of the material as a Solid Waste as required by applicable law and this Article 21. If the material is classified not as a waste, but as a beneficial use, such as landfill cover, then the Contractor shall arrange for the proper transportation and disposal of such material as permitted by law and this Agreement.

SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete, or add to the General Conditions. Where any article of the General Conditions is modified or any paragraph deleted, subparagraph or clause thereof is modified, or deleted by these supplements, the unaltered provisions of such article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 1.0 DEFINITIONS

No Changes

ARTICLE 2.0 INTERPRETATION AND INTENT

No Changes

ARTICLE 3.0 THE AUTHORITY'S RESPONSIBILITIES

No Changes

ARTICLE 4.0 CONTRACTOR'S RESPONSIBILITIES

No Changes

ARTICLE 5.0 TIME, PROJECT SCHEDULE AND PROGRESS

5.2 Deadlines for Substantial Completion and Final Completion

SPECIFIC DURATIONS

The schedule below contains certain durations that shall be adhered to unless modified in writing by mutual agreement between the Contractor and the Authority. The only exceptions to these durations are defined in the General Conditions under 8.5 FORCE MAJEURE AND OTHER CHANGES WARRANTING AN ADJUSTMENT IN THE CONTRACT TIME.

A. Notice to Proceed Two (2) State business days from date of Contract Execution

B. Substantial Completion ____calendar days from date of Notice to Proceed

C. Final Completion ____calendar days from date of Substantial Completion

ARTICLE 6.0 PROSECUTION AND PROGRESS OF THE WORK

No Changes

ARTICLE 7.0 SUBCONTRACTORS

No Changes

ARTICLE 8.0 CHANGES IN THE WORK

No Changes

ARTICLE 9.0 BONDS AND INSURANCE

No Changes

ARTICLE 10.0 SUSPENSION OF THE WORK

No Changes

ARTICLE 11.0 DEFAULT AND TERMINATION

No Changes

ARTICLE 12.0 SUBSTANTIAL COMPLETION AND FINAL COMPLETION

12.2.6 Liquidated Damages Amounts:

Substantial Completion $ _____ per calendar day
Final Completion $ _____ per calendar day

ARTICLE 13.0 PAYMENT AND CONTRACT COMPLETION

No Changes

ARTICLE 14.0 PROTECTION OF PERSONS AND PROPERTY

No Changes

ARTICLE 15.0 DOCUMENTS AND RECORDS

No Changes

ARTICLE 16.0 RISK OF LOSS AND INDEMNIFICATION

No Changes

ARTICLE 17.0 CLAIMS

No Changes

ARTICLE 18.0 ADDITIONAL PROVISIONS

No Changes

ARTICLE 19: WARRANTIES

No Changes

ARTICLE 20: SOLID WATSE, HAZARDOUS WASTE, UNDERGROUND STORAGE TANKS AND ASBESTOS TRANSPORTATION AND DISPOSAL

No Changes

DRAWING LIST

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including but not limited to, General and Supplemental Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 RELATED SECTIONS / DOCUMENTS

A. Section 01020 Allowances
B. Section 01030 Alternates
C. Section 01380 Photographs
D. Section 01500 Temporary Facilities

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. Package Data

1. Owner: New Jersey Schools Development Authority
1 W. State Street
P.O. Box 991
Trenton, NJ 08625-0991
2. District:

3. Contract #:

4. Contract Name:

5. Package #:

B. The following is a general description of the School Facilities projects contained in this School Facilities Package.

1.

C. Contract Documents, dated _____were prepared for the Project by:

Name
Address

1.4 ALLOWANCES

AMOUNT

1. Provide description of each allowance and its cost.

1.5 ALTERNATES

1. Provide description of each alternate and identify whether add or deduct **ADD/DEDUCT**

1.6 WORK SEQUENCE

A. The Work will be done in _____ phases.

1.7 CONTRACTOR USE OF PREMISES

A. General: During the construction period, the Contractor shall have use of the premises for construction operations, including use of the site as limited by phased areas indicated on documents.

B. Use of the Site: Confine operations to areas within phasing and contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.

1. Driveways and Entrances: Keep driveway and entrance serving the Project clear and available to the school, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.8 OCCUPANCY REQUIREMENTS

A. Occupancy: The school may be occupied during the construction period. Cooperate with the Client School District staff during construction operations to minimize conflicts with their usage. Perform the Work so as not to interfere with the school's daily routine.

1.9 PHOTOGRAPHS

A. The Contractor shall take as many digital photographs of the overall project as necessary to record existing conditions within 48 hours after issuance of a Notice to Proceed.

B. The Contractor shall take a minimum of 12 digital photographs on the 15th of each month. These photographs shall be submitted with the monthly pay applications.

C. The Contractor shall take a minimum of 24 digital photographs upon Substantial Completion of his Contract.

C. The Project Management Firm/Construction Manager shall be furnished with 2 prints and electronic file taken from each of the above required photographs.

1.10 TEMPORARY FACILITIES FOR USE BY THE AUTHORITY

The following shall be provided by the contractor for use by the Authority and Project Management Firm/Construction Manager.

The General Contractor is responsible for identifying, documenting, applying, and paying for all permits for all temporary trailers and containers, including those used by all subcontractors, vendors and suppliers directly associated with the project whether trailers and containers are on the construction site or in adjacent areas.

A. Temporary Field Office furnished with:
See Bulletin #57 (must be attached)

PART 2 – PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01010

PART 1 - GENERAL

1.1 Related Documents

A. Related Requirements Specified Elsewhere

B. Designate delivery dates for product in Project Schedule.

1.2 Allowances for Products/Materials

A. Purchase product/material under allowance only as directed by Project Management Firm/Construction Manager.

B. Allowance amounts which should be included in the Contract Price are listed in Section 01010.

C. Amount of allowance shall include:

1. Net cost of product.
2. Delivery to the site.
3. Applicable taxes.

D. In addition to amount of allowance, include in base bid, for inclusion in Contract Price, Contractor's costs for:

1. Handling at site including unloading, uncrating, and storage.
2. Protection from elements, from damage.
3. Labor, installation, and finishing.
4. Other expenses (e.g., testing, adjusting, and balancing) required to complete installation.
5. Overhead and profit.

1.3 Selection of Product/Material

A. Design Consultant's Duties

1. Consult with Contractor in consideration of product/material and suppliers.
2. Make selection, designate product/material to be used.
3. Notify Contractor in writing, designating:
   a. Product, size, color, and texture.
   b. Supplier.
   c. Cost, delivered at site.

B. Contractor's Duties

1. Assist Design Consultant in determining qualified suppliers.
2. Obtain 3 or more proposals from suppliers unless directed otherwise by the PMF.
3. Make appropriate recommendations for consideration by Design Consultant.
4. Notify Project Management Firm/Construction Manager in writing, of effect anticipated by selection of product or supplier under consideration on:

a. Project Schedule.
b. Contract Price.

5. On notification of selection enter into purchase agreement with designated supplier.

1.4 Delivery

A. Contractor Responsibility:

1. Arrange for delivery and unloading.
2. Promptly inspect product for damage or defects.

1.5 Installation

A. Comply with reference Specification Section requirements.

1.6 Adjustment of Cash Allowances

A. Unused amounts of monies included under allowances shall be credited to the NJSDA by deduct Change Order prior to approval of Final Application for Payment. Appropriate markup for items listed in item 1.2D will be included in the deduction Change Order.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01020

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including but not limited to, General and Supplementary Conditions and other Division 1, Specification Sections, apply to work of this Section.

1.2 DESCRIPTION OF REQUIREMENTS

A. Definition: An Alternate is an amount proposed by Bidders and stated on the Bid Form that will be added to or deducted from Base Bid amount if the NJSDA decides to accept a corresponding Change in either Work or in products, materials, equipment, systems or installation methods described in Contract Documents.

B. Coordination: Coordinate related work and modify or adjust adjacent work as required to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.

Notification: Immediately following award of Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates, if any.

C. Schedule: A "Schedule of Alternates" is included in Section 01010.

D. Include as part of each Alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

Refer to Section 01010 for list of Alternates.

END OF SECTION 01030

PART 1 - GENERAL

1.1 Related Documents

A. Drawings and General Provisions of the Contract, including but not limited to, General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 Summary

A. This Section specifies administrative and procedural requirements for survey work required for layout and execution of the project and survey measurement of quantities for payment as reviewed and approved by the Design Consultant and Project Management Firm/Construction Manager, all as indicated in the Contract Documents.

B. Related Work Specified Elsewhere

a) Section 01010, Summary of the Work

1.3 Quality Assurance

A. Contractor shall engage a Surveyor licensed in the State of New Jersey to perform surveying services required.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.1 Construction Staking, Lines and Grades

A. Initial controls (horizontal and vertical) are as shown on the Drawings.

B. The Contractor shall transfer the line and grade from the controls shown on the plans as is necessary to do the Work. He shall also be responsible for the preservation of all stakes and marks, as previously established. Any and all alterations of previous established survey shall be replaced as before.

C. As it is the Contractor's responsibility to perform the work from the basic control, the Contractor shall, before performing his work, satisfy himself that he has adequate control to layout the work for line and grade, and that he fully understands the control as set, in order to insure the completion of the project as per the plans. If there are any questions or discrepancies pertaining to the survey work, the Contractor shall immediately notify the Project Management Firm/Construction Manager for clarification, or for additional control, prior to doing the construction work. For the Contractor to commence the work implies that he has complied with this requirement.

D. The Contractor shall furnish all stakes, templates, straightedges, and other devices necessary for checking, marking, and maintaining points, lines, and grades as required to perform his work. All surveys made by the Contractor as provided above, shall be properly recorded in duplicate field notebooks satisfactory to the Design Consultant and Project Management Firm/Construction Manager. All pages for a ring binder shall be furnished to the Design Consultant and Project Management Firm/Construction Manager, at the intervals requested. When each bound notebook is filled or completed, it shall be furnished to the Project Management Firm/Construction Manager.

E. The instruments and other equipment used in surveying by the Contractor, as provided in this section and elsewhere in the Construction Documents, shall be suitable and maintained in proper condition and adjustment for such use. Such surveying shall be performed by personnel qualified and experienced in such work and under the direct supervision of a licensed surveyor.

F. Tolerances in Setting Survey Stakes: Tolerances in setting survey stakes shall not exceed those stated below:

Survey Stake or Mark Tolerance of Error in Alignment:

	Distance/Ratio	Feet/100 Feet	Tolerance Feet
Marks or control hubs and monuments on centerlines and offset centerlines	1:5,000	0.02/100	±0.01
Intermediate stakes or marks on centerline and offset centerlines	1:2,500	0.04/100	±0.02
Rough excavation and embankment for roads and other work not otherwise provided	1:500	0.20/100	±0.10
Trimming or preparation of earth subgrade and roadways, pipe bedding and concrete foundations	1:2,500	0.04/100	±0.02
Trimming of excavation and embankment, unless otherwise provided	1:1,000	0.10/100	±0.05
Roadway subbase and base, and water lines and other work not otherwise provided for	1:2,000	0.05/100	±0.025

Roadway surfacing, steel reinforcement, sewers and formed concrete	1:5,000	0.02/100	±0.01

Grade Stakes or Elevations for:

	Elevation of (ft.)
Rough excavation and embankment for roads and other work not otherwise provided for	±0.10
Trimming of excavation and embankment unless otherwise provided	±0.05
Trimming and preparation for earth subgrade for roadways, pipe bedding and concrete foundations	±0.02
Roadway surfacing, steel reinforcement, sewers and formed concrete	±0.01

G. The Contractor shall submit a certificate to the Project Management Firm/Construction Manager signed by licensed engineer or licensed surveyor certifying that elevations and locations of improvements are in conformance, or nonconformance, with the Contract Documents.

END OF SECTION 01050

1.1 CHANGES IN THE WORK

A. NJSDA's Changes:

The NJSDA may make changes in the Work without invalidating the original Contract. All changes shall be made by Change Order and may revise the Contract price or Time of Completion.

B. Changed Conditions

The Contractor shall immediately notify the Project Management Firm/Construction Manager if actual conditions are materially different from those described in the Contract Documents. Conditions shall be left undisturbed if directed by the Project Management Firm/Construction Manager. The Project Management Firm/Construction Manager will direct the Design Consultant to promptly investigate the site and revise the Contract Documents, if needed.

C. NJSDA to Proceed

a. The Contractor shall obtain the NJSDA's written approval before making any changes in the Work.

b. Disagreements regarding proposed changes shall be addressed in accordance with this Article.

D. Change Order Procedure

a. The Contractor shall submit a written proposal within ten (10) days of receiving a Contract Change Request from the PMF/CM.

b. Proposals shall be submitted on Contract Change Request forms and Cost Estimate Detail Sheets provided by the NJSDA.

c. Proposals shall be with maximum charges being the amounts actually incurred or the maximum rates permitted herein, whichever is less. Proposals shall be prepared in accordance with paragraph 1.1.E through 1.1.K.

d. Construction Change Request Proposals, upon approval by the NJSDA, will be incorporated into the Contract by Change Order.

E. Additive Changes

a. Direct Labor Costs: Direct labor costs are estimated labor costs developed by estimating the number of craft hours necessary to perform the change multiplied by the hourly cost for the particular trade involved or industry standard hourly labor.

1. Basic Wages/Fringe Benefits: Hourly rates and fringe benefits shall be stated. Direct supervision shall not exceed fifteen percent

(15%) of the cost of direct labor and if a working supervisor's hours are covered, other supervision shall not be allowed.

2. Worker's Insurance: Direct contributions to the State of New Jersey such as industrial insurance, medical aid and supplemental pension, by the class and rates established by the State of New Jersey.

3. Federal Insurance: Direct contributions required by the Federal Insurance Compensation Act, (FICA); Federal Unemployment Tax Act (FUTA) and the State Unemployment Compensation Act (SUCA).

b. Direct Material Costs: Direct material costs are an itemization of the estimated quantity and cost of materials necessary to perform the proposed change. Material pricing shall be developed from actual known costs, supplier quotations or standard industry pricing guides. Material costs shall consider all offered or available discounts and rebates. Freight costs, express charges or special delivery charges shall be itemized.

c. Construction Equipment Costs: Construction equipment costs are an itemization of the type of equipment and the length of time the construction equipment will be used on the proposed change. Cost will be allowed for construction equipment only if used for the changed work or additional rental costs are actually incurred by the Contractor. Equipment cost shall be developed from one of the following sources:

1. Current rental rates established by National Contractor's Association for equipment.

2. If equipment is required for which a rental rate is not established in any of the above, an agreed rate shall be established for the equipment using the Data Quest Rental rate (Blue Book), or similar as a basis for verifying rates.

3. Such rates and the use of the equipment on the work must be approved by the NJSDA prior to performing the work.

d. Subcontractor Proposals: Subcontractor Proposals are to be itemized as specified in paragraphs a., b., and c. above.

e. Overhead and Profit by the Contractor Actually Performing the Work: Cost not to exceed ten percent (10%) overhead and five percent (5%) profit for the party performing the work will be based upon the value of labor, material and the use of construction equipment as defined in paragraphs a., b., and c. above. This cost shall compensate the Contractor for all costs associated with the performance of the change in work.

f. Overhead and Profit by the Contractor on Subcontractors Actually Performing the Work

1. The Contractor's fee on work performed by a subcontractor will be based upon the net increased cost to the subcontractor as applicable. Maximum allowable markups on charges will not exceed five percent (5%) for overhead and profit.

2. No direct labor by the Contractor will be allowed to be added to a subcontractor's proposal. Costs incurred by the Contractor that are in excess of the allowable markup specified in paragraph f.1, must be detailed in accordance with paragraphs a., b., and c.

g. Cost of Any Increase or Decrease in Premium by Insurance and Bond caused by the Change shall be considered a direct cost and is to be added after overhead and profit have been calculated.

F. Deductive Changes: The Contractor shall itemize Deductive Changes as required in paragraph E. Additive Changes, subparagraphs a) through e) and g).

G. Additive Changes and deductive Changes Together:

1). If a Change in the Work involves both additive and deductive Changes for the same type of work, the appropriate overhead and profit amounts allowed will be added to the net difference of items of direct labor, material, construction equipment, small tools and upper Subcontractor proposals.

2). If other unrelated Additive Changed items are included in the same Change Proposal, the appropriate overhead and profit allowed is to be applied to these individual changed items.

J. Time and Material (T&M) Work: When it is authorized in writing by the Project Management Firm/Construction Manager, the cost of the Change shall be based on actual cost for time and materials spent on work performed. The Contractor shall confirm to the following:

1). Labor must be identified on worker's daily time sheets.

2). Time sheets must be submitted within two (2) working days for Project Management Firm/Construction Manager's review and approval.

3). If supervisor's hours are included as an itemized labor cost, supervision markup will not be allowed.

4). Material Charges must be supported by invoices.

5). The Contractor shall not exceed any cost limit(s) without prior written approval.

K. Disagreements: In the event the Contractor does not agree upon the adjustment recommended to the NJSDA by the PMF/CM in Contract compensation amount, scope of work, or time extension, the following shall apply:

1). Adjustments:

a). Upon completion of the change proposal, the Contractor shall either accept the proposal as adjusted, or within ten (10) days of receipt of the adjustment, notify the Project Management Firm/Construction Manager in writing of any disagreement in the manner specified in paragraph 2) Written notice.

b). Invoicing for changes constitutes Contractor's acceptance of the change scope, the dollar value, and extension of time (if any) unless invoicing occurs after notice has been submitted to the NJSDA for disputed proposals.

2). Written Notice: When the Contractor disagrees with either a Contract interpretation or a processed CCR, a letter shall be submitted to the PMF/CM as outlined below:

a). Explain the nature of the disagreement and the Contractor's position.

b). Outline applicable Sections of the Contract Documents and explain which Sections support the Contractor's position.

c). In the event that monetary compensation is sought, provide detailed cost breakdown of compensation requested.

d). Provide documentation which supports a request for other the monetary relief, including updated project schedule for any request for time extension.

3). Direct the Contractor to do the Work: The Project Management Firm/Construction Manager may direct the Contractor to proceed with the Work by issuance of a written Construction Change Directive authorization pending resolution of disputed items.

4). Change disputes: The Design Consultant, Project Management Firm/Construction Manager and the Contractor shall review and negotiate the items in disagreement in an effort to clarify and resolve the dispute. All resolutions shall be incorporated into a Contract Change Order.

END OF SECTION 01080

PART 1 - GENERAL

1.1. RELATED DOCUMENTS

A. Provisions established within the General and Supplemental Conditions of the Contract, Specifications, and Drawings are collectively applicable to this Section.

1.2 SECTION INCLUDES

A. Coordination of Work of the Contract.

1.3 RELATED SECTIONS

A. Section 01130 - Cutting and Patching

B. Section 01220 - Project Meetings

1.4 DESCRIPTION

A. Coordination of scheduling, submittals, and Work of the various Sections of Specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.

1.5 MEETINGS

A. In addition to Project Meetings specified in Section 01220, hold Coordination Meetings and Pre-installation Conferences with personnel and subcontractors to assure coordination of Work.

1.6 GENERAL COORDINATION

A. Coordinate all portions of the Work under the Contract. Require subcontractor(s) to coordinate their portion of the Work and provide their requirements for coordination of their work with other related Work.

B. Coordinate mechanical and electrical Work with that of other trades in order that various components of systems are installed at proper time, fit available space, and allow proper service access to those requiring maintenance, including equipment specified in other Divisions.

C. Coordinate Work of subcontractors having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

D. Coordinate use of project space and sequence of installation of mechanical, plumbing, and electrical work which is indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduits as closely as practicable, with due allowance for available physical space; make runs parallel with lines of building. Utilize space efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

E. In normally occupied areas, except as otherwise shown, conceal pipes, ducts, conduit, and wiring in the construction. Coordinate locations of fixtures and outlets with finish elements. Provide escutcheon plates at penetrations through finished surfaces with finish appropriate to adjacent finish surface.

F. Coordinate Drawings: Before materials are fabricated or Work begun, prepare coordination drawings including plans, elevations, sections, and other details as required to clearly define relationships between sleeves, piping, ductwork, conduit, ceiling grid, lighting, fire sprinkler, HVAC equipment and other mechanical, plumbing and electrical equipment with other components of building such as beams, columns, ceilings, and walls.

1). Hold coordination meetings with trades providing the above work, to coordinate work of the trades for each floor and mechanical areas.

2). Prepare coordination drawings to 1/4"= 1'-0" scale or larger for general layout and 3/8" = 1'-0" for plans and sections in congested areas such as equipment spaces.

3). Resolve conflicts between trades, prepare composite coordinate drawings and obtain signatures on original composite coordination drawings.

4). When conflicts cannot be resolved, Contractor shall request clarification prior to proceeding with that portion of the Work affected by such conflicts or discrepancies. Prepare interference drawings to scale and include plans, elevations, sections, and other details as required to clearly define the conflict between the various systems and other components of the building such as beams, columns, and walls, and to indicate the Contractor's proposed solution.

5). Submit drawings for approval whenever job measurements and an analysis of the Drawings and Specifications by the Contractor indicate that various systems cannot be installed without significant deviation from the intent of the Contract. When such an interference is encountered, cease work in the general areas of the conflict until a solution to the question has been reviewed by the Design Consultant.

6). Submit original composite coordination drawings as part of record document submittals specified in Section 01810.

G. Remove and relocate items at no additional cost to the NJSDA, which are installed in a manner which prevents necessary future access.

1.7 COORDINATION OF EQUIPMENT AND MATERIALS

A. Schedule and coordinate submittals specified in Section 01300.

B. Coordinate Work of various subcontractors having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

C. Coordinate requests for substitutions to assure compatibility of space, of operating elements, and effect on Work of other subcontractors.

1.8 COORDINATION OF CONTRACT CLOSE-OUT

A. Coordinate completion and cleanup of Work of separate subcontractors in preparation for Substantial Completion.

B. After Client School District's occupancy of premises, coordinate access to site by various subcontractors for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Client School District's activities.

C. Assemble and coordinate close-out submittals specified in section 01700.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01100

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including but not limited to, General and Supplementary Conditions and other Division 1, Specification Sections, apply to work of this Section.

1.2 DESCRIPTION OF WORK

A. Definitions: "Cutting and Patching" includes cutting into existing construction to provide for the installation or performance of other Work and subsequent fitting and patching required to restore surfaces to their original conditions.

B. "Cutting and Patching" is performed for coordination of the Work, to uncover work for access or inspection, to obtain samples for testing, to permit alternations to be performed, or for other similar purposes.

C. Cutting and Patching performed during the manufacture of products, or during the initial fabrication, erection or installation processes is not considered to the "Cutting and Patching" under this definition. Drilling of holes to install fasteners and similar operations are also not considered to be "Cutting and Patching".

1.3 QUALITY ASSURANCE

A. Requirements for Structural Work: Do not cut and patch structural work without prior approval of a structural engineer.

B. Operational and Safety Limitations: Do not cut and patch operational elements or safety related components in a manner that would result in a reduction of their capacity to perform in the manner intended, including energy performance, or that would result in increased maintenance, or decreased operational life or decreased safety.

1.4 SUBMITTALS

A. Procedural Proposal for Cutting and Patching: Where prior approval of cutting and patching is required, submit proposed procedures for this work well in advance of the time work will be performed and request approval to proceed. Include the following information, as applicable, in the submittal.

B. List products to be used and firms that will perform work.

C. Give dates when work is expected to be performed.

D. List utilities that will be disturbed or otherwise be affected by work, including those that will be relocated and those that will be out-of-service temporarily. Indicate how long utility service will be disrupted.

E. Approval by the Design Consultant or Project Management Firm/Construction Manager to proceed with cutting and patching work does not waive the Design Consultant's or

Project Management Firm's/Construction Manager's right to later require complete removal and replacement of work found to be cut and patched in an unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Except as otherwise indicated, or as directed by the Design Consultant or Project Management Firm/Construction Manager, use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal-or-better performance characteristics.

PART 3 - EXECUTION

3.1 INSPECTION

A. Before cutting, examine the surface to be cut and patched and the conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered notify Project Management Firm/Construction Manager immediately. Execute cutting (including excavation) fitting or patching of work required to: make several parts fit properly; uncover work to provide for installation or ill-timed work; remove and replace defective work; remove and replace work not conforming to requirements of Contract Documents.

3.2 PREPARATION

A. Temporary Support: To prevent failure provide temporary support of work to be cut.

B. Protection: Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations.

3.3 PERFORMANCE

A. General: Except as otherwise indicated or as approved by the Design Consultant or Project Management Firm/Construction Manager, proceed with cutting and patching at the earliest feasible time and complete work without delay.

B. Cutting: Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible review proposed procedures with the original installer; comply with original installer's recommendations.

C. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine such as a carborundum saw or core drill to insure a neat hole. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid

marring existing finished surfaces, cut or drill from exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.

D. Comply with requirements of applicable Sections of Division 2 where cutting and patching require excavating and backfilling.

E. Patching: Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.

F. Where feasible, inspect and test patched areas to demonstrate integrity of work.

G. Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and refinishing.

H. Where removal of walls or partitions extends one finished area into another finished area, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance, remove existing floor and wall coverings and replace with new materials.

I. Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coat.

3.4 CLEANING

A. Thoroughly clean areas and spaces where work is performed or used as access to work. Remove completely, point mortar, oils, putty, and items of similar nature. Thoroughly clean piping, conduit, and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition

END OF SECTION 01130

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Provisions established within the General and Supplementary General Conditions of the Contract, Specifications, and the Drawings are collectively applicable to this Section.

1.2 SECTION INCLUDES

A. Contractor participation in preconstruction conferences.

1.3 RELATED SECTIONS / DOCUMENTS

A. Instructions to Bidders: Pre-Bid Conference.

B. Section 01010 - Summary of Work.
C.
C. Section 01100 - Coordination.

D. Section 01220 - Project Meetings

1.4 PRECONSTRUCTION CONFERENCE

A. The PMF/CM shall schedule and conduct the meeting within ten (10) days after Contract is signed.

B. Attendance: NJSDA, PMF/CM, Design Consultant, Contractor and representatives of major Subcontractors.

C. Agenda (including but not limited to)

1. Review of Contract Documents.

2. Submittal of list of all subcontractors, list of products, schedule of values, and progress schedule.

3. Designation of responsible personnel.

4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal requests, change orders, and Contract close-out procedures.

5. Use of premises by NJSDA, Client School District and Contractor.

6. NJSDA's requirements: Compliance with prevailing wage and affirmative action.

7. Temporary facilities.

8. Survey and building layout.

9. Safety, security and housekeeping procedures.

10. Schedules.

11. Procedures for testing.

12. Procedures for maintaining Record Documents.

13. Requirements for startup of equipment.

14. Inspection and acceptance of equipment put into service during construction period.

15. Project Close-out requirements.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01200

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Provisions established within the General and Supplementary General Conditions of the Contract, Specifications, and the Drawings are collectively applicable to this Section.

1.2 SECTIONS INCLUDES

A. Scheduling and administration of progress meetings.

B. Reinstallation conferences.

1.3 RELATED SECTIONS

A. Sections 01100 - Coordination.

B. Section 01200 - Preconstruction Conferences.

C. Section 01300 - Submittals.

D. Section 01310 - Progress Schedules.

E. Section 01810 - Project Record Documents.

F. Section 01820 - Operation and Maintenance Data.

1.4 PROGRESS MEETING

A. The Project Management Firm/Construction Manager will schedule and administer weekly construction progress meetings, throughout progress of Work as appropriate. It will prepare agenda, and distribute notice of meeting to participants, and distribute minutes within five (5) days after meeting.

B. Project Management Firm/Construction Manager shall make physical arrangements.

C. PMF will preside at meetings, record minutes, and distribute copies after meeting to participants, and to entities affected by decisions at meetings.

D. Location of Meetings: Contractor's field office or at other location as appropriate

E. Attendance: Contractor, job superintendent, subcontractors and suppliers (as appropriate to agenda), NJSDA, PMF/CM, Design Consultant and professional consultants (as appropriate).

F. Anticipated Agenda:

1. Approval of minutes of previous meeting.

2. Review of Work progress and Contractor's daily manpower reports.

3. Field observations, problems, and decisions.

4. Identification of problems which impede planned progress.

5. Review of submittals, schedule and status of submittals.

6. Review of off-site fabrication and delivery schedules.

7. Maintenance of project schedule.

8. Corrective measures to regain projected schedule.

9. Planned progress during succeeding work period.

10. Coordination of projected progress.

11. Maintenance of quality and work standards.

12. Effect of proposed changes on project schedule and coordination.

13. Other business relating to Work.

1.5 PREINSTALLATION CONFERENCES

A. When required in individual Specification Sections, the Contractor will convene a preinstallation conference at work site prior to commencing work of the Section.

B. Contractor shall require attendance of entities directly affecting, or affected by, Work of the Section.

C. Contractor shall notify PMF/CM and Design Consultant seven (7) days in advance of meeting date.

D. Contractor shall prepare agenda, preside at conference, record minutes, and distribute copies within five (5) days after conference to participants, with two (2) copies to the PMF.

E. Contractor shall review conditions of installation, preparation and installation procedures, and coordination with related work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01220

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract including, but not limited to, General Conditions and Supplementary Conditions and Division 1 Specifications Sections, apply to Work of this Section.

1.2 DESCRIPTION OF REQUIREMENTS

A. General: This Section specifies procedural requirements for non-administrative submittals including shop drawings, product data, samples and other work-related submittals. Shop drawings, product data, samples and other work-related submittals are required to amplify, expand and coordinate the information contained in the Contract Documents.

B. Refer to other Division 1 Sections and other Contract Documents for Specifications on administrative, non-work-related submittals. Such submittals include, but are not limited to the following:

1). Permits.

2). Payment Applications.

3). Performance and Payment Bonds.

4). Insurance Certificates.

5). Inspection and Test Reports.

6). Schedule of Values.

7). Progress Reports.

8). Listing of Subcontractors.

C. Shop Drawings are technical drawings and data that have been specially prepared for this Project, including but not limited to the following items:

1). Fabrication and installation drawings.

2). Setting diagrams.

3). Shopwork manufacturing instructions.

4). Templates.

5). Patterns.

6). Coordination drawings (for use on-site).

7). Material Schedules.

8). Design mix formulas.

9). Contractor's engineering calculations.

Standard information prepared without specific reference to a Project is not considered to be shop drawings.

D. Product Data includes standard printed information on manufactured products that has not been specially prepared for this Project, including but not limited to the following items:

1). Manufacturer's product specifications and installation instructions.

2). Standard color charts.

3). Catalog cuts.

4). Roughing-in diagram and templates.

5). Standard wiring diagrams.

6). Printed performance curves.

7). Operational range diagrams.

8). Mill reports.

9). Standard product operating and maintenance manuals.

E. Samples are physical examples of Work, including but not limited to the following items:

1). Partial sections of manufactured or fabricated work.

2). Small cuts or container of materials.

3). Complete units of repetitively-used materials.

4). Swatches showing color, texture and pattern.

5). Color range sets.

6). Units of work to be used for independent inspection and testing.

F. Miscellaneous Submittals are work-related, non-administrative submittals that do not fit in the three previous categories, including but not limited to the following:

1). Specially prepared and standard printed warranties.

2). Maintenance agreements.

3). Workmanship bonds.

4). Survey data and reports.

5). Project photographs.

6). Testing and certification reports.

7). Record Drawings.

8). Field measurement data.

9). Operating and maintenance manuals.

10). Keys and other security protection devices.

11). Maintenance tools and spare parts.

12). Overrun stock.

1.3 SUBMITTAL PROCEDURES

A. General: Refer to the General Conditions for basic procedures for submittal handling.

B. Coordination: Coordinate the preparation and processing of submittals with the performance of the Work. Coordinate each separate submittal with other submittals and related activities such as testing, purchasing, fabrication, delivery and similar activities that require sequential activity.

Coordinate the submittal of different units of interrelated work so that one submittal will not be delayed by the Design Consultant's need to review a related submittal. The Design Consultant reserves the right to withhold action on any submittal requiring coordination with other submittals that are forthcoming.

C. Submittal log: Prepare separate log showing principal work-related submittals and their initial submittal dates as required for coordination of the Work. Organize the log by the related Specification number sequence. Submit the log within 45 days of the date of commencement of the Work.

D. Coordination of Submittal Times: Prepare and transmit each submittal to the Design Consultant and Project Management Firm/Construction Manager sufficiently in advance of the scheduled performance of related work and other applicable activities. Transmit different kinds of submittals for the same unit of work so that processing will not be delayed by the Design Consultant's need to review submittals concurrently for coordination.

F. Review Time: Allow sufficient time so that the installation will not be delayed as a result of the time required to properly process submittals, including time required to

properly process resubmittal, if necessary. Advise the Design Consultant and Project Management Firm/Construction Manager on each submittal, as to the progress of the Work, and if the Work would be expedited if processing time could be shortened.

1). Allow two (2) weeks for the Design Consultant's initial processing of each submittal. Allow a longer time period where processing must be delayed for coordination with subsequent submittals. The Design Consultant will advise the Contractor promptly when it is determined that a submittal being processed must be delayed for coordination.

2). Allow one (1) week for processing each re-submittal, when required.

3). No extension of time will be authorized because of the Contractor's failure to transmit submittals to the Design Consultant and Project Management Firm/Construction Manager sufficiently in advance of Work.

G. Submittal Preparation: Mark each submittal with a permanent label for identification. Provide the following information and recording of action taken:

1). Project name.

2). Date.

3). Name and address of Design Consultant.

4). Name and address of Contractor.

5). Name and address of supplier.

6). Name of manufacturer.

7). Number and title of appropriate Specification Section.

8). Drawing number and detail references, as appropriate.

9). Similar definitive information as necessary.

H. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Design Consultant and Project Management Firm/Construction Manager, and to other destinations as indicated, by use of a transmittal form. Submittal's received from source other than the Contractor will be returned to the sender "without action".

I. Transmittal Form: Prepare a draft of a transmittal form and submit it to the Project Management Firm/Construction Manager for acceptance. Provide on the form places for the following information:

1). Project name.

2). Date.

3). To.

4). Name of subcontractor, manufacturer and supplier.

5). References.

6). Category and type of submittal.

7). Submittal purpose and description.

8). Submittal and transmittal distribution record.

9). Signature of transmitter.

10). Contractor's certification stating that the information submitted complies with the requirements of the Contract Documents, with a place for the Contractor's signature.

J. Record relevant information and requests for data on the transmittal form. On the transmittal form, or on a separate sheet attached to the form, record deviations from the requirements of the Contract Documents, if any, including minor variations and limitations.

1.4 SPECIFIC SUBMITTAL REQUIREMENTS

A. GENERAL: Specific submittal requirements for individual units of work are specified in the applicable Specification Section. Except as otherwise indicated in the individual Specification Sections, comply with the requirements specified herein for each type of submittal.

Where it is necessary to provide intermediate submittals between the initial and final submittals, provide and process intermediate submittals in the same manner as for initial submittals.

B. SHOP DRAWINGS: Shop drawings shall be newly prepared. Information required on shop drawings includes dimensions, identification on specific products and materials which are included in the Work, compliance with specified standards and notations of coordination requirements with other work. Provide special notation of dimensions that have been established by field measurement. Highlight, encircle or otherwise indicate deviations from the Contract Documents on the shop drawings.

1. Coordination Drawings: Provide coordination drawings where required for the integration of the Work, including work first shown in detail on shop drawings or product data. Show sequencing and relationship of separate units of work which must interface in a restricted manner to fit in the space provided, or function as indicated. Coordination drawings are considered shop drawings and must be definitive in nature.

a). Refer to Division 15 and Division 16 Sections for additional general requirements applicable to shop drawings for mechanical and electrical work, respectively.

b). Do not permit shop drawing copies without appropriate final "Action" marking by the Design Consultant to be used in connection with the Work.

2. Preparation: Submit newly prepared information, drawn to accurate scale on sheets not less than 8-1/2 x 11 inch; except for actual pattern or template type drawings, the maximum sheet size shall not exceed 36 x 48 inch. Indicate the name of the firm that prepared each shop drawing and provide appropriate project identification in the title block. Provide a space not less than twenty (20) square inches beside the title block for marking the record of the review process and Design Consultant's "action" marking.

a). Do not introduce Contract Documents or copy standard printed information as a basis of shop drawings.

3. Initial Submittal: Provide one (1) correctable translucent reproducible print and one (1) blue-line or black-line print; the reproducible print will be returned.

4. Final Submittal:Provide three (3) prints plus two (2) additional prints where they are required for maintenance manuals. Two (2) prints will be retained; the remainder will be returned. One (1) of the prints returned will be marked-up and maintained by the Contractor as a "Record Document".

C. PRODUCT DATA: General information required specifically as a product data includes manufacturer's standard printed recommendations for application and use, compliance with recognized standards of trade associations and testing agencies, and the application of their labels and seals (if any), special notation of dimensions which have been verified by way of field measurement, and special coordination requirements for interfacing the material, product or system with other work.

1). Refer to Division 15 and Division 16 Sections for additional general requirements applicable to product data for mechanical and electrical work respectively.

a. Preparation: Collect required project data into a single submittal for each unit of work or system. Mark each copy to show which choices and options are applicable to the Project. Where product data has been printed to include information on several similar products, some of which are not required for use on the Project, or are not included in this submittal, mark the copies to show clearly that such information is not applicable.

1. Where product data must be specially prepared for required products, materials or systems, because standard printed data is not suitable for use, submit data as "shop drawings" and not as "product data".

2). Submittals: Product data submittal is required for information and record and to determine that the products, materials and systems comply with the provisions of the Contract Documents. Therefore, the initial submittal is also the final submittal, except where the Design Consultant observes that there is non-compliance with the provisions of the Contract Documents and returns the submittal promptly to the Contractor marker with the appropriate "Action".

a. Provide a preliminary single-copy submittal where required for selection of options by the Design Consultant or Project Management Firm/Construction Manager.

3). Initial Submittal: Except as otherwise indicated in individual sections of these Specifications, submit three (3) copies of each required product data submittal, plus two (2) additional copies where required for maintenance manuals. The Design Consultant will retain one (1) copy, will send one (1) copy to the Project Management Firm/Construction Manager, and will return the other marked with "Action" and corrections or modifications as required.

a. Do not submit product data or allow its use on the Project, until compliance with the requirements of the Contract Documents has been confirmed by the Contractor.

4). Final Distributions: Furnish copies of product data to subcontractors, suppliers, fabricators, manufacturers, installers, governing authorities and others as required for proper performance of the work. Show distribution on transmittal form.

5). Installation Copy: Do not proceed with installation materials, product and systems until a copy of product data applicable to the installation is in the possession of the installer. Do not permit the use of unmarked copies of product data in connection with the performance of the Work.

D. SAMPLES: Submit samples for the Design Consultant's visual review of general kind, color, pattern and texture, and for final check of the coordination of these characteristics with other related elements of the Work. Samples are also submitted for quality control comparison of these characteristics between the final sample submittal and the actual work as it is delivered and installed.

1). Refer to individual work Sections of these Specifications for additional sample requirements, which may be intended for examination of testing of additional characteristics. Compliance with other required characteristics is the exclusive responsibility of the Contractor; such compliance is not considered in the Design Consultant's review and "Action" indication on sample submittals.

2). Documentation required specifically for sample submittals includes a generic description of the sample, the sample source or the product name or manufacturer, compliance with governing regulations and recognized standards. In addition, indicate limitations in terms of availability, sizes, delivery time, and similar limiting characteristics.

3). Preparation: Where possible provide samples that are physically identical with the proposed material or product to be incorporated in the Work; provide full scale, fully fabricated samples cured and finished in the manner specified. Where variations in color, pattern, or texture are inherent in the material or product represented by the sample, submit multiple units of the sample (not less than 3 units), which show the approximate limits of variations. Where samples are specified for the Design Consultant's selection of color, texture or pattern, submit a full set of available choices for the material or product. Mount, display, or package samples in the manner specified

to facilitate the review of indicated qualities. Prepare samples to match the Design Consultant's sample where so indicated.

a. Refer to individual Sections of these Specifications for samples which, because of their relatively high cost or other special considerations, are intended to be returned to the Contractor for incorporation in the Work. Such samples must be in an undamaged condition at the time of use. On the transmittal form to the Design Consultant, indicate such special requests regarding the disposition of sample submittals.

4). Submittal: At the Contractor's option, and depending upon the nature of the anticipated response from the Design Consultant, the initial submittal of samples may be either a preliminary submittal or a final submittal.

5). Preliminary Submittal, of a single set of samples is required where requirements indicate the Design Consultant's selection of color, pattern, texture or similar characteristics from a manufacturer's range of standard choices is necessary. Preliminary submittals will be reviewed and returned with the Design Consultant's "Action" marking.

6). Final Submittals: Submit three (3) sets of samples in the final submittal, one (1) set will be returned.

7). Distribution of Samples: Maintain the final submittal sets of samples, as returned by the Design Consultant, at the project site, available for quality control comparisons throughout the course of performing the work. In addition, final submittal sets may be used to obtain final acceptance of work associated with each set. Prepare and distribute additional sets of samples to subcontractors, suppliers, fabricators, manufacturers, installers, governing authorities, and others as required for proper performance of the Work. Show final distribution on transmittal forms.

E. MISCELLANEOUS SUBMITTALS:

1). Inspection and Test Reports: Classify each inspection and test report as being either "shop drawings" or "product data" depending on whether the report is specially prepared for the project, or a standard publication of workmanship control testing at the point of production. Process inspection and test reports accordingly.

2). Warranties: Refer to individual specification sections for specific requirements on warranties, product bonds, workmanship bonds and maintenance agreements. In addition to copies desired for the Contractor's use, furnish three (3) executed copies of such warranties, bonds or agreements. Provide two (2) additional copies where required for maintenance manuals.

3). Survey Data: Refer to Section "Project Coordination" for specific general requirements on property surveys, field work, damage surveys, field measurements, quantitative records of actual work, damage surveys and similar data required by the surveys and similar data required by the individual sections of these specifications. None of the specified copies will be returned.

4). Survey Copies: Furnish three (3) copies of general survey data. Provide ten (10) copies of final property survey.

5). Records of Actual Work: Furnish four (4) copies of records of actual work, one (1) of which will be returned for inclusion in the record documents as specified in section "Project Close-Out".

6). Standards: Where submittal of a copy of standards is indicated, and except where copies of standards are specified as an integral part of "Product Data" submittal, submit a single copy of standards for the Design Consultant's use. Where workmanship, whether at the project site or elsewhere is governed by a standard, furnish additional copies of the standard to fabricators, installers and others involved in the performance of the work.

7). Close-Out Submittals: Refer to Section "Project Close-Out" and to individual Sections of the Specifications for specific submittal requirements of project close-out information, materials, tools, and similar items.

8). Record Documents: Furnish a set of original documents as maintained on the project site. Along with original marked-up record drawings provide two (2) photographic copies of marked-up drawings, which, at the Contractor's option, may be reduced to not less than half size.

9). Operating and Maintenance Data: Furnish three (3) bound copies of operating data and maintenance manuals.

10). Materials and Tools: Refer to individual Sections of the Specifications for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be submitted.

11). General Distribution: Provide additional distribution of submittals to subcontractors, suppliers, fabricators, installers, governing authorities, and others as necessary for the proper performance of the Work. Include such additional copies of submittals in the transmittal to the Design Consultant where the submittals are required to receive "Action" marking before final distribution. Record distributions on transmittal forms.

1.5 DESIGN CONSULTANT'S ACTION

A. General: Except for submittals for the record and similar purposes, where action and return on submittals is required or requested, the Design Consultant will review each submittal, mark with appropriate "Action," and where possible return within two (2) weeks of receipt. Where submittal must be held for coordination, the Design Consultant will so advise the Contractor without delay.

B. Action Stamp: The Design Consultant will stamp each submittal to be returned with a uniform, self explanatory stamp, appropriately marked and executed to indicate whether the submittal returned is for unrestricted use, final-but-restricted use (as marked), must be revised and resubmitted (use not permitted) or without action (as explained on the transmittal form).

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

A. The Contractor shall provide all information and input required for development of the schedule for the Work according to the requirements of this Section. The purpose of the project schedule shall be to:

a. Assure adequate planning, scheduling and reporting during execution of the contract;
b. Assure coordination of the work of the Contractor and the various subcontractors and suppliers;
c. Assist the Contractor, Construction Manager and the Authority in monitoring the progress of the work and evaluating the time and cost impact, if any, of proposed changes to the Contract and the project schedule; and
d. Assist the Contractor, Construction Manager, Design Consultant and the Authority in the preparation and evaluation of the Contractor's monthly progress payments.

B. The Work under this Contract will be planned, scheduled, executed and reported pursuant to the provisions of the General Conditions, and the Specified Completion Dates in the Supplementary Conditions.

C. The Contractor shall involve all applicable Subcontractors in the schedule development, updating, and revisions, as required.

D. The Contractor understands and agrees that the schedule is intended to accurately reflect at all times the status of the Work. The Contractor also understands and agrees that changes or revisions to the schedule are key components of this requirement and will make every reasonable effort so that the schedule accurately reflects current conditions.

E. The Contractor shall maintain, as part of its organization, a staff of sufficient size knowledgeable in preparing input information for the Schedule, monitoring progress, updating and revising diagrams when necessary. The Contractor shall identify the individual(s) on its staff who will be responsible for scheduling efforts.

F. If the Contractor does not possess on-staff scheduling capabilities sufficient to comply with the requirements of this section, the Contractor shall identify the firm and individual within that firm who will be retained to provide the required expertise.

G. The services provided by the Construction Manager as the Authority's agent, the existence of schedules, networks, Gantt charts or any other charts or services prepared or performed by the Construction Manager, shall in no way relieve the Contractor of the responsibility of complying with all of the requirements of the Contract Documents, including, but not limited to, the responsibility of completing the Work within the Contract Time and the responsibility of planning, scheduling, and coordinating the Work. The Contractor is required to comply with all control procedures specified herein and with any reasonable changes that may be necessary, in the opinion of the Construction Manager, during the Contract duration.

H. The Specific Milestone and/or Completion Dates listed represent the latest allowable completion dates. Earlier completion dates may be established as agreed by the Contractor and the Authority and incorporated into a Contract Change Order.

I Should the Contractor show by way of its schedule submission its plan to complete the Work earlier than any required Milestone or Specific Completion date, the Authority shall not be liable to the Contractor for any costs or other damages if the Contractor is unable to complete the Work before such Milestone or Completion date.

J. Failure to furnish any required submittal or information specified herein shall constitute a cause for withholding any part of progress payments pursuant to other Sections in the General Conditions.

1.02 BREACH

A. Failure of the Contractor to comply with the requirements of this Section shall constitute reason that the Contractor is failing to prosecute the Work with such diligence as will insure its completion within the Contract items and shall be considered a default under Section 11 of the General Conditions.

PART 2 - SPECIFIC REQUIREMENTS - PROJECTS WITH CONSTRUCTION VALUE LESS THAN $1,000,000

2.01 GENERAL REQUIREMENTS

A. The Work under this Contract will be planned, scheduled, executed and reported using a bar chart schedule as described below, unless otherwise noted in the Supplementary Conditions.

B. The Contractor shall be solely responsible for expediting the delivery of all material to be furnished by him so that construction progress is maintained according to the current Schedule for the Work.

C. If required by the Authority, the Contractor's Bar Chart Schedule shall be cost loaded in accordance with the provisions set forth in this Section.

2.02 POST AWARD ACTIVITIES

A. Schedule Requirements

1. Within fourteen (14) calendar days of the Notice to Proceed, the Contractor shall submit to the Construction Manager for review and comment, a Bar Chart Schedule for the procurement and construction/erection work scope. A copy of this schedule shall be submitted to the Authority and the Design Consultant. The Bar Chart Schedule shall provide a complete and detailed sequence of operations of the Work within the time limits specified in the Contract.

a. The Bar Chart Schedule shall include:

1. A complete list of work activities that cover the full scope of the Work.
2. The order of the Contractor's activities including dates for start and completion.
3. Conformance with and identification of the Specific Milestone or Completion Dates specified in the Contract Documents.
4. Off site activities: The Contractor shall include in the Schedule all procurement activities which lead to the delivery of long-lead (long lead items defined as those requiring more than one month between ordering and delivery to the site) materials to the site, including, but not limited to, the following:

    a. Ordering, submittals, manufacturing or fabricating, and delivery of equipment and materials;
    b. All significant Contractor activities during the fabrication and erection/installation in a Contractor's plant or on a job site, including materials/equipment purchasing, and delivery;
    c. Contractor's drawings and submittals to be prepared and submitted to the Design Consultant.
    d. Approval of Contractor's submittals by the Design Consultant.

5. Delivery of Authority-furnished material and equipment.
6. Testing of equipment, systems and materials.
7. Required local and/or state inspections.

b. The identity and duration of activities comprising the Bar Chart Schedule shall meet the following criteria:

1. Activity boundaries shall be easily measurable and descriptions shall be clear and concise. Do not preface activity descriptions with "Begin" or "Complete." The beginning and end of each activity shall be readily verifiable, and progress should be quantifiable.
2. Responsibility for each activity shall be identified with a single performing organization.
3. The dollar value for each activity shall be provided. The sum of the activity dollar values shall equal the contract price. This list of activities will be the Schedule of Values for use in making progress payments.
4. Potential problems or constraints related to the implementation of the construction plan shall be identified in writing.
5. Seasonal weather conditions, utility coordination, no-work periods, expected job learning curves, and other foreseeable delays to activities shall be considered and included within the developed duration for each activity affected.

2. The level of detail of the Bar Chart Schedule shall be such that activity durations shall not exceed ten (10) working days except for non-construction activities such

as shop drawing and sample submittals, fabrication and delivery of materials and equipment, delivery of equipment, concrete curing, and General Conditions activities, or with the approval of the Construction Manager.

3. The Bar Chart Schedule shall show the following for each activity:

   a. Work of outside contractors, e.g., utilities, power, and with any separate contractor.
   b. Concise Activity description.
   c. Planned duration (in work-days).
   d. Planned start (by calendar date).
   e. Planned finish (by calendar date).
   f. Actual start date (by calendar date).
   g. Actual finish date (by calendar date).
   h. The dollar value of each activity (Schedule of Values).
   i. Activity codes necessary to better organize the schedule including, but not limited to, the responsibility code for the Contractor or Subcontractor performing each activity or portion of the activity.
   j. The percentage complete of each activity in progress or completed.
   k. A notation showing which activities are considered as successors within the Bar Chart Schedule.

4. The schedule shall be prepared with notations to show how sequence of work is affected by requirements for phased completion, work by the Authority, pre-purchased materials, coordination with existing work, limitations of continued occupancies, site restrictions, provisions for future work, seasonal variations, environment control, and similar provisions of total project.

5. The Authority does not guarantee that the Contractor can start work activities on the start dates or complete work activities on the finish date shown in the initial Bar Chart Schedule submission, or in an updated or revised Schedule; nor does the Authority guarantee that Contractor can always proceed in the sequence established by said Schedule. If Contractor's Schedule shows that the Authority or a separate contractor is to complete an activity by a specific date, or within a certain duration, the Authority or any separate contractor under contract with the Authority shall not be bound to said date or duration unless the Authority expressly and specifically agrees in writing to same; the Authority's, the Construction Manager's and/or the Design Consultant's review and approval or acceptance of the Schedule does not constitute an agreement to specific dates, durations, or sequences for activities of the Authority or any separate contractor.

B. Approval Process

1. The Construction Manager will review the Contractor's Schedule for compliance with the provisions of this Section as well as the requirements of the Contract as a whole. The Construction Manager shall have seven (7) calendar days to review and comment in writing on the Contractor's Schedule submission.
2. The Contractor shall revise and resubmit the Schedule within seven (7) calendar days of rejection. The Construction Manager will have seven (7) calendar days to review and comment on the revised Schedule.
3. Upon final acceptance, the Schedule will become the official Project Schedule and will be used to monitor progress of the Work, subject to such revisions made to the

Schedule as provided for herein or in the Contract Documents, and to support requests for payment.

4. Acceptance by the Authority of the Contractor's Schedule shall not relieve the Contractor of the responsibility for accomplishing the Work within every Contract-required Milestone and Completion date. The Authority disclaims any obligation or liability due to acceptance of the Schedule.

2.03 SCHEDULE UPDATES

A. For projects six (6) months in duration or less, Schedule updates shall be semi-monthly on the 15th and 30th of each month. Progress will be reported through the last working day of each update.

B. For projects greater than six (6) months duration, Schedule updates shall be monthly, with progress reported through the last working day of each month. Beginning with the first month for which the Contractor submits a payment request, the Contractor shall submit the monthly Project Schedule update to the Construction Manager not later than the 10th working day of the next month.

C. The Contractor understands and agrees that the schedule is intended to accurately reflect at all times the status of the Project (procurement and construction). The Contractor also understands and agrees that updating the schedule is a key component of this requirement and will make every reasonable effort to provide current information.

D. Separate update meetings will be held to report schedule progress and to review the Contractor's Application for Progress Payment. The Contractor understands and agrees that updating the schedule is independent from updating the cost for progress payment purposes.

E. The Construction Manager and the Authority will not be obligated to review or to process any Application for Progress Payment until the Contractor has submitted the Schedule and the percentages of completion for each activity are agreed to by the Construction Manager, Design Consultant and the Contractor.

F. For projects greater than six (6) months in duration, the Contractor shall prepare and maintain a two -week look-ahead schedule reflecting the schedule of work activities (from the Project Bar Chart) actually accomplished for the previous week and the work scheduled for the forthcoming two weeks. This look-ahead schedule shall be updated weekly and issued to the Authority, Construction Manager and Design Consultant.

2.04 PROGRESS PAYMENTS

A. Application for Payments shall be based on the approved Schedule of Values. The submission and approval of progress updates calculating the value of work done for any given pay period for each activity based on the percentage complete for that activity less the amount previously paid for past percentages complete and percent of retainage shall be an element of the evaluation of Progress Payments pursuant to the provisions of the General Conditions.

B. No payment for work will be approved until the Contractor has complied with the provisions of this Section.

C. An initial Application for Payment for expenditures not directly related to Work accomplished at the project will be allowed before the acceptance of the Contractor's schedule. This payment will be limited to such items as Permits, Bonds, Mobilization, and Insurance. Requests for payment for work items not included above may be denied without an accepted schedule.

2.05 SCHEDULE REVISIONS

A. Should the Contractor, after acceptance of the initial Bar Chart Schedule, want to change its plan of construction, the Contractor shall submit the requested revisions to the Construction Manager including a written description of the reason for rescheduling the work, and methods of maintaining adherence to milestones and specific dates. The Construction Manager will have seven (7) calendar days to review and either accept or reject the reason for the revised Schedule in writing to the Contractor. If the Contractor's requested Schedule revision is accepted by the Construction Manager, the changes will be incorporated by the Contractor into the Schedule in the next schedule update and will become the new Project Schedule.

B. The Contractor shall revise the schedule to include the effect of changes, acts of God or other conditions or events that have affected the Schedule. The Construction Manager will have seven (7) calendar days to review and either accept the change or reject the change in writing to the Contractor. If the requested changes are accepted by the Construction Manager, they will be incorporated by the Contractor into the Schedule in the next Schedule update.

C. When the Authority orders changes by Change Order that have the potential to impact the Contract Milestones or Completion Dates , in accordance with Article 8.3 of the General Conditions, a schedule fragnet shall be prepared by the Contractor and provided to the Construction Manager as part of the Change Order. If the Contractor has prepared a schedule fragnet for a time extension request, the Contractor must identify to the Authority as part of the Change Order the cost to buy back the time to allow the Authority the option of granting a time extension or buying back the time. After the Authority accepts the schedule fragnet, it will be incorporated into the Schedule by the Contractor during the next schedule update period.

D. Should any of the conditions exist such that certain activities shown on the Contractor's Schedule fall behind schedule to the extent that any of the specific Milestone or Completion Dates are in jeopardy, the Contractor may be required when directed, at no extra cost to the Authority, to prepare and submit to the Construction Manager a Bar Chart Recovery Schedule and written narrative explaining how the Contractor intends to reschedule the Work to regain compliance with the accepted Schedule. The preparation of a recovery schedule shall not be grounds for a Change Order or a Time Extension unless the Contractor can conclusively establish that the Authority is responsible for the schedule slippage. In no event shall the Contractor refuse or fail to revise the schedule based on claimed Authority delays or lack of information. In such cases, Contractor shall apply its best efforts and apply reasonable assumptions when information is alleged to be lacking.

E. The Contractor shall do the following, after determination of the requirement for a Recovery Schedule:

1. Within five (5) calendar days of being directed to provide a Recovery Schedule, the Contractor shall submit the Recovery Schedule, and written narrative of how

the Contractor intends to recover the time, for acceptance to the Construction Manager. The Recovery Schedule shall be prepared to similar level of detail as the accepted Project Schedule and shall address how the Contractor intends to recover the time. The Construction Manager and Authority will have five (5) calendar days to review and comment on the Recovery Schedule.

2. Any revisions necessary because of this review shall be resubmitted by the Contractor for acceptance within three (3) calendar days. The accepted Recovery Schedule shall then be the Schedule that the Contractor shall use in planning, organizing, directing, coordinating, performing and executing the Work (including all activities of subcontractors, equipment vendors and suppliers) for duration of the Recovery Schedule, to regain compliance with the Project Schedule.

3. Typical methods of revising a schedule to recover time include, but are not limited to:

   a. Reducing the durations of activities not yet started;
   b. Changing schedule logic, e.g., changing Finish-to-Start relationships to Start-to-Start relationships, using negative lags, etc.; and
   c. Changing the method of schedule calculation from Retained Logic to Progress Override.

   For these and similar situations, any revisions necessary to recover the schedule shall require written justification and the method of reduction, e.g., added manpower, similar activity actually completed in less time than planned, etc.

F. Neither the updating or revision of Contractor's Project Schedule nor the submission, updating, change or revision of any schedule for the Authority's review or non-objection of any such report or schedule shall have the effect of amending or modifying, in any way, the Contract Time, any Contract Completion Date, or Contract Milestone Dates or of modifying or limiting in any way Contractor's obligations under this Contract.

G. If at any time during the construction, it appears to the Construction Manager that the Contractor's Project Schedule no longer represents the actual prosecution and progress of the work, the Construction Manager will request in writing a revision to the schedule. Any "out of sequence progress" problems will be considered evidence that the schedule needs revising. The Contractor then has five (5) calendar days to respond to that written request. In the event the Contractor does not agree with the conclusion of the Construction Manager regarding the schedule status of the project, it shall be resolved in accordance with the Disputes clause of the contract.

2.06 COORDINATION

A. The Contractor shall coordinate the work with that of the other contractors and shall cooperate fully with the Construction Manager in maintaining orderly progress toward completion of the Work as scheduled.

B. Failure of Authority-furnished equipment and materials to arrive as scheduled, or failure of other construction contracts to meet their schedule, shall not be justification for an extension of time, except where such failure causes, in the opinion of the Construction Manager, an unreasonable delay in the Contractor's work, in which case Article 9.3 of the General Conditions regarding extensions of time shall apply.

PART 3 - SPECIFIC REQUIREMENTS - PROJECTS WITH CONSTRUCTION VALUE GREATER THAN OR EQUAL TO $1,000,000

3.01 GENERAL REQUIREMENTS

A. The Work under this Contract will be planned, scheduled, executed and reported using the Critical Path Method (hereinafter called CPM).

B. The Contractor shall be solely responsible for expediting the delivery of all material to be furnished by him so that construction progress is maintained according to the current Schedule for the Work.

C. The Contractor shall develop the CPM Schedule using the Primavera scheduling software (P3, P6 or Contractor). The Authority, in its sole discretion, has the right to accept or reject requests by the Contractor to use scheduling software other than Primavera.

D. If required by the Authority, the Contractor's CPM Schedule shall be cost loaded in accordance with the provisions set forth in this Section.

3.02 POST AWARD ACTIVITIES

A. Schedule Requirements

1. Within thirty (30) calendar days of the Notice to Proceed, the Contractor shall submit to the Construction Manager for review and acceptance, a CPM Schedule utilizing the Precedence Diagramming Method (PDM) for the procurement and construction work scope. A copy of this schedule shall be submitted to the Authority and Design Consultant. The CPM Schedule shall provide a complete and detailed sequence of operations of the Work within the time limits specified in the Contract.

a. The CPM Schedule shall include:

1. All activities necessary to account for the full scope of the Work.
2. The order and interdependencies of the Contractor's activities and the interface or interrelation with the activities of others. The following criteria shall form the basis for assembly of the logic relationships:

a. What activity must be completed before a subsequent activity can be started?
b. What activities can be done concurrently? This includes activities with Start-To-Start and Finish-To-Finish relationships with or without leads and lags.

3. A single critical path that runs through the entire CPM schedule beginning with the first activity, e.g., Notice to Proceed, and ending with the last activity, e.g., Project Complete.
4. Conformance with and identification of the Specific Milestone or Completion Dates specified in the Contract Documents.
5. Off-site activities: The Contractor shall include in the CPM Schedule all procurement activities which lead to the delivery of

materials to the site and logically tie the material delivery to the related construction activity.

The Schedule of Off-Site Activities shall include the following:

a. Ordering, submittals, manufacturing or fabricating, and delivery of equipment and materials. Long lead items requiring more than one month between ordering and delivery to the site shall be clearly noted;
b. All significant Contractor activities during the fabrication and erection/installation in a Contractor's plant or on a job site, including materials/equipment purchasing, and delivery;
c. Contractor's drawings and submittals to be prepared and submitted to the Design Consultant.
d. Approval of Contractor submittals by the Design Consultant, which shall be a maximum of fourteen (14) calendar days.

6. Delivery of Authority-furnished material and equipment.
7. Testing of equipment, systems and materials.
8. Required local and/or state inspections.
9. Project Close-out activities

b. The identity, duration and logic of activities comprising the CPM Schedule shall meet the following criteria:

1. Activity boundaries shall be easily measurable and descriptions shall be clear and concise. Do not preface activity descriptions with "Begin" or "Complete." The beginning and end of each activity shall be readily verifiable, and progress should be quantifiable. Do not reference percentage completion within the activity description.
2. Activity codes necessary to better organize the schedule, including but not limited to, a responsibility code for each activity that shall identify an activity with a single performing organization.
3. If requested by the Authority, the cost component for each activity shall be provided. The sum of the activity cost components shall equal the contract price. No costs, however, shall be assigned to manufacture or delivery activities. This list of costs shall be referred to as the Schedule of Values for use in progress payments.
4. The Project Calendar shall account for all holidays, shutdown periods for weather sensitive work, etc.
6. Seasonal weather conditions, utility coordination, no-work periods, expected job learning curves, and other foreseeable delays to activities shall be considered and included within the developed duration for each activity affected.
7. Start-To-Start and Finish-To-Finish activity relationships shall be minimized. The preferred relationship type is Finish-To-Start with zero lag. Do not use Start-To-Finish relationship types. The use of negative lags is also prohibited. The use of Finish-to-Finish relationships, only, is prohibited. Where Start-to-Start

relationships are used between activities, Finish-to-Finish relationships must also be used between those same activities. There should be no activities where the finish of one activity is not tied to another activity.

8. Imposed completion dates for events other than the Specified Milestones or Completion Dates will not be permitted.

2. The level of detail of the CPM Schedule shall be such that no activity duration shall be over thirty (30) calendar days, except for non-construction activities such as shop drawing and sample submittals, fabrication and delivery of materials and equipment, delivery of equipment, concrete curing, and General Conditions activities, or with the approval of the Construction Manager.

3. The CPM Schedule shall not show an early completion date for the project later than the project's required completion date.

4. The CPM Schedule being submitted shall show the following for each activity:

   a. Interfaces with the work of outside contractors, e.g., utilities, power, and with any separate contractor.
   b. Activity description.
   c. Planned duration (in work days).
   d. Early start (by calendar date).
   e. Late start (by calendar date).
   f. Early finish (by calendar date).
   g. Late finish date (by calendar date).
   h. Total float available in work days.
   i. Actual start date (by calendar date).
   j. Actual finish date (by calendar date).
   k. The Critical Path for the project, with said path of activities being clearly and easily recognizable. The relationship between all non-critical activities and activities on the Critical Path shall be clearly shown on the CPM Schedule Diagram.
   l. The dollar value of each activity (Schedule of Values).
   m. Activity codes necessary to better organize the schedule including, but limited to the responsibility code for the Contractor or Subcontractor performing each activity or portion of the activity.
   n. The percentage complete of each activity in progress or completed whether manually input or computer calculated.

5. The Authority does not guarantee that the Contractor can start work activities on the "early start" or "late start" dates or complete work activities on the "early finish" or "late finish" date shown in the initial Schedule submission, or in an updated or revised Schedule; nor does the Authority or Construction Manager guarantee that Contractor can always proceed in the sequence established by said Schedule. If Contractor's Schedule shows that the Authority or a separate contractor is to complete an activity by a specific date, or within a certain duration, the Authority or any separate contractor under contract with the Authority shall not be bound to said date or duration unless the Authority expressly and specifically agrees in writing to same; the Authority's, the Construction Manager's and/or the Design Consultant's review and acceptance of the Schedule does not

constitute an agreement to specific dates, durations, or sequences for activities of the Authority or any separate contractor.

6. Required Submittals

The submittal of the contract scheduling documents for the baseline and subsequent updates shall include:

a. Two (2) 11" x 17" barchart graphic outputs containing the information outlined in 3.02.A.4 above.

b. The four (4) Tabular Schedule Reports to be submitted are to include, as a minimum, activity numbers, activity descriptions, early and late start and finish dates, percent complete and total float. The reports shall be sorted by:

1) Activity Number;
2) Early Start, Early Finish;
3) Total Float (Critical Path); and
4) A detailed precedence analysis report sorted by Activity Number, showing the predecessors and successors for each activity.

d. Using the Primavera back-up utility, a computer disk (CD or DVD) containing the schedule files is to be submitted to the Construction Manager and a copy to the Authority.

B. Approval Process

1. The Construction Manager will review the Contractor's Schedule, including logic diagrams and computer-generated analysis for compliance with the provisions of this Section as well as the requirements of the Contract as a whole. The Construction Manager shall have fourteen (14) calendar days to review and comment on (or accept) in writing the Contractor's Schedule submission.
2. The Contractor shall revise and resubmit the Schedule within fourteen (14) calendar days. The Construction Manager will have seven (7) calendar days to review and comment on (or accept) in writing the Contractor's revised Schedule.
3. Within seven (7) calendar days following final acceptance of the Schedule, the Contractor shall provide copies of the CPM Schedule to the Construction Manager and the Authority in accordance with the submission requirements as set forth in the Section above entitled "Required Submittals."
4. Upon final acceptance, the Schedule will become the official Project Schedule and will be used to monitor progress of the Work, subject to such revisions made to the Schedule as provided for herein or in the Contract Documents, and to support requests for payment.
5. If the Contractor thereafter wishes to make changes in its method of operating and scheduling, the Contractor shall follow the procedures set out in Paragraph 3.06, "Schedule Revisions," of this Section.
6. Acceptance by the Authority/Construction Manager of the Contractor's CPM Schedule shall not relieve the Contractor of the responsibility for accomplishing the Work within every Contract-required Milestone and Completion date. The Authority and Construction Manager disclaim any obligation or liability due to acceptance of the CPM Schedule.

7. If the Contractor fails to provide the schedules within the time prescribed, or revisions to the schedule within the requested time, the Authority may withhold approval of payment until the Contractor submits the required information.

3.03 COMPUTER COST REPORTS

A. If required by the Authority, every month the Contractor will generate Computer Cost Reports from the CPM Schedule based on the progress of the work. These computer reports will reflect the progress of the project with respect to cost. The Contractor will generate these reports, in a format to be determined by the Authority and/or Construction Manager, for the information and use of the Authority and Construction Manager in reviewing and monitoring progress.

3.04 SCHEDULE UPDATES

A. Schedule updates shall be prepared each month with progress reported through the 24th day of the month and submitted with the payment applications for review by the Authority and/or Construction Manager on the 25th of each month. Upon review and acceptance by the Authority and Construction Manager, the final schedule update shall be submitted with the final payment application on the first weekday of the next month.

B. The progress report submitted by the Contractor will indicate, as a minimum, those activities, or portions of activities, which were completed during the reporting period, the actual start and finish dates for those activities, remaining duration and/or estimated percent complete for activities currently in progress.

C. If not a cost loaded schedule, separate update meetings will be held to report schedule progress and to review the Contractor's Application for Progress Payment. In each case, the previous month's CPM reports will be used to record progress. The Contractor understands and agrees that updating the schedule is independent from updating the cost for progress payment purposes.

D. The Contractor understands and agrees that its schedule is intended to accurately reflect at all times the status of the Project (procurement and construction). The Contractor also understands and agrees that updating the schedule is a key component of this requirement and will make every reasonable effort to provide current information.

E. Starting 30 calendar days after the start of construction, and throughout the progress of the Work, the Contractor shall prepare and maintain a two week look-ahead schedule reflecting the schedule of work activities (from the CPM schedule) actually accomplished for the previous week and the work scheduled for the forthcoming two weeks. This look-ahead schedule shall be prepared on a weekly basis and issued to the Authority, Construction Manager and Design Consultant.

F. When updating the CPM schedule, the Contractor must use the option that retains the logic. Primavera calls this option "Retained Logic." Any option that overrides the logic is not permitted. Since other scheduling systems may have different features for handling out-of-sequence activities, the Construction Manager will evaluate the options and notify the Contractor in writing which option is acceptable.

3.05 PROGRESS PAYMENTS

A. Application for Payments shall be based on the approved Schedule of Values. The submission and approval of schedule updates calculating the value of work done for any given pay period for each activity based on the percentage complete for that activity less the amount previously paid for past percentages complete and percent of retainage shall be an element of the evaluation of Progress Payments pursuant to the provisions of the General Conditions.

B. An initial Application for Payment for expenditures not directly related to Work accomplished at the project will be allowed before the acceptance of the Contractor's schedule. This payment will be limited to such items as Permits, Bonds, Mobilization, and Insurance. Requests for payment for work items not included above may be denied without an approved schedule.

C. The Construction Manager and the Authority will not be obligated to review or to process any Application for Progress Payment until the Contractor has submitted the Schedule and the percentages of completion are agreed to by the Construction Manager, Design Consultant and the Contractor.

3.06 SCHEDULE REVISIONS

A. Should the Contractor, after acceptance of the initial CPM Schedule, want to change its plan of construction, the Contractor shall submit the requested revisions to the Construction Manager including a written description of the reason for rescheduling the work, and methods of maintaining adherence to milestones and specific dates. The Construction Manager will have seven (7) calendar days to review and either accept or reject the reason for the revised schedule in writing to the Contractor. If the Contractor's requested schedule revision is accepted by the Construction Manager, the changes will be incorporated by the Contractor into the CPM Schedule in the next schedule update and will become the new Project Schedule.

B. The Contractor shall revise the schedule to include the effect of changes, acts of God or other conditions or events that have affected the CPM Schedule. The Construction Manager will have seven (7) calendar days to review and either accept the change or reject the change in writing to the Contractor. If the requested changes are accepted by the Construction Manager, they will be incorporated by the Contractor into the CPM Schedule in the next schedule update .

C. When the Authority orders changes by Change Order that have the potential to impact the Contract Milestones or Completion Dates , in accordance with Article 8.3 of the General Conditions, a schedule fragnet shall be prepared by the Contractor and provided to the Construction Manager as part of the Change Order. If the Contractor has prepared a schedule fragnet that results in a time extension request, the Contractor must identify to the Authority as part of the Change Order the cost to buy back the time to allow the Authority the option of granting a time extension or buying back the time. If the Authority accepts the schedule fragnet, it will be incorporated into the CPM Schedule by the Contractor during the next schedule update.

D. Should any of the conditions exist, such that certain activities shown on the Contractor's CPM Schedule fall behind schedule to the extent that any of the specific Milestone or Completion Dates are in jeopardy, the Contractor may be required when directed, to

prepare and submit to the Construction Manager, a Recovery Schedule and written narrative explaining how the Contractor intends to reschedule the Work to regain compliance with the accepted CPM Schedule. The preparation of a recovery schedule shall not be grounds for a Change Order or a Time Extension unless the Contractor can conclusively establish that the Authority is responsible for the schedule slippage. In no event shall Contractor refuse or fail to revise the schedule based on claimed Authority delays or lack of information. In such cases, Contractor shall apply its best efforts and apply reasonable assumptions when information is alleged to be lacking.

E. The Contractor shall do the following, after determination of the requirement for a Recovery Schedule:

1. Within five (5) calendar days of being directed to provide a Recovery Schedule, the Contractor shall submit the Recovery Schedule, and written narrative of how the Contractor intends to recover the time, for acceptance to the Construction Manager. The Recovery Schedule shall be prepared to similar level of detail as the accepted CPM Schedule and shall address how the Contractor intends to recover the time. The Construction Manager and Authority will have five (5) calendar days to review and comment on the Recovery Schedule.
2. Any revisions necessary because of this review shall be resubmitted by the Contractor for acceptance within three (3) calendar days . The accepted Recovery Schedule shall then be the Schedule that the Contractor shall use in planning, organizing, directing, coordinating, performing and executing the Work (including all activities of subcontractors, equipment vendors and suppliers) to regain compliance with the CPM Schedule.
3. Typical methods of revising a schedule to recover time include, but are not limited to:

    a. Reducing the durations of activities not yet started;
    b. Changing schedule logic, e.g., changing Finish-to-Start relationships to Start-to-Start relationships, using negative lags, etc.
    c. Changing the method of schedule calculation from Retained Logic to Progress Override.

    For these and similar situations, any revisions necessary to recover the schedule shall require written justification and the method of reduction, e.g., added manpower, similar activity actually completed in less time than planned, etc.

F. Neither the updating or revision of Contractor's Project Schedule nor the submission, updating, change or revision of any report or schedule for the Authority's review or non-objection of any such report or schedule shall have the effect of amending or modifying, in any way, the Contract Time, any Contract Completion Date, or Contract Milestone Dates or of modifying or limiting in any way Contractor's obligations under this Contract.

G. If at any time during the construction, it appears to the Construction Manager that the Contractor's schedule no longer represents the actual prosecution and progress of the work, the Construction Manager will request in writing a revision to the schedule. Any "out of sequence progress" problems will be considered evidence that the schedule needs revising. The Contractor then has five (5) calendar days to respond to that written request. In the event the Contractor does not agree with the conclusion of the Construction Manager regarding the schedule status of the project, it shall be resolved in accordance with the Disputes clause of the contract.

3.09 COORDINATION

A. The Contractor shall coordinate the work with that of the other contractors and shall cooperate fully with the Construction Manager in maintaining orderly progress toward completion of the Work as scheduled.

B. Failure of Authority -furnished equipment and materials to arrive as scheduled, or failure of other construction contracts to meet their schedule, shall not be justification for an extension of time, except where such failure causes, in the opinion of the Construction Manager, an unreasonable delay in the Contractor's work, in which case Article 8.3 of the General Conditions regarding extensions of time shall apply.

C. The Contractor shall keep himself/herself, and subcontractors, advised always while the Work is progressing regarding delivery status of Authority-furnished equipment and material and of the progress of construction work being performed under separate contracts.

END OF SECTION 01310

PART 1 - GENERAL

1.1 Related Documents

A. Drawings and General Provisions of Contract, including but not limited to, General and Supplementary Conditions and other Division 1 Specification Sections, apply to Work of this Section.

1.2 Summary

A. As evidence of existing conditions, work progress, and Substantial Completion, the Contractor shall furnish the NJSDA, through the Project Management Firm/Construction Manager, photographs of the Work in the quantities set forth in Section 01010. Each photograph shall be noted with the date and time the picture was taken, the name of the project, description of photograph and directional identification, e.g., "looking north". The photographs shall be taken from locations approved by the Project Management Firm/Construction Manager.

PART 2 – PRODUCTS (Not Applicable)

PART 3: EXECUTION (Not Applicable)

END OF SECTION 01380

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. NJSDA will employ and pay for the service of an Independent Testing Laboratory to perform specified testing and services.

B. Employment of Testing Laboratory shall in no way relieve Contractor of his obligation to perform Work in accordance with Contract Documents.

C. Contractor shall cooperate with the Laboratory to facilitate the execution of its required services.

D. Contractor will pay for additional samples and tests required for Contractor's convenience or when initial tests indicate work does not comply with Contract Documents.

E. Where terms "Inspector" and Testing Laboratory" are used, they mean and refer respectively to an officially designated and accredited Inspector of the Testing Laboratory and the Testing Laboratory employed by the NJSDA.

1.2 RELATED WORK

A. Drawings and General Provisions of Contract, including but not limited to, General and Supplementary Conditions and Division - 1 Specification Sections, apply to work of this Section.

B. Inspections and testing required by laws, ordinances, rules, regulations, orders or approvals of public authorities.

C. Refer to Division 15 and Division 16 for testing in conjunction with MEP work.

1.3 QUALIFICATION OF LABORATORY

A. Shall meet "Recommended Requirements for Independent Laboratory Qualification"' published by American Council of Laboratories.

B. Shall meet basic requirements of ASTM E 329, "Standards of Recommended Practices for Inspection and Testing Agencies for Concrete and Steel as Used in Construction.

C. Authorized to operate in the state of New Jersey.

D. Testing equipment shall be calibrated at reasonable intervals by devices of accuracy traceable to either:

1). National Bureau of Standards

2). Accepted value of natural physical conditions.

1.4 LABORATORY DUTIES AND RESPONSIBILITIES

A. Cooperate with Design Consultant, Project Management Firm/Construction Manager and Contractor; provide qualified personnel after due notice.

B. Perform specified inspections, sampling and testing of materials and methods of construction.

C. Comply with Specifications.

D. Ascertain compliance of materials with requirements of Contract Documents.

E. Furnish Design Consultant and Project Management Firm/Construction Manager with written evaluation of proposed concrete design mixes, and other material sizes, submitted by Contractor for evaluation.

F. Notify Project Management Firm/Construction Manager and Contractor immediately of observed work or materials which fail to meet the requirements of Contract Documents.

G. Promptly submit written report of each test and inspection; distribution will be at a minimum to Design Consultant, Project Management Firm/Construction Manager, and Contractor and as designated by Project Management Firm/Construction Manager. Each report shall include:

1). Date issued.

2). Project title and number.

3). Testing Laboratory.

4). Name and signature of Laboratory inspector.

5). Date and time of sampling or inspection.

6). Record of temperature and weather conditions.

7). Date of tests.

8). Identification of products and Specification Section.

9). Location of sample of test in the Project.

10). Type of inspection.

11). Results of tests and compliance with Contract Documents.

12). Interpretation of test reports, when requested by Project Management Firm/Construction Manager.

Perform additional tests as required by Project Management Firm/Construction Manager or NJSDA.

1.5 LIMITATIONS OF NJSDA OF TESTING LABORATORY

A. Laboratory is not authorized to:

1). Release, revoke, alter or enlarge on requirements of Contract Documents.

2). Approve or accept any portion of the Work.

3). Perform any duties of the Contractor.

B. Work will be checked as it progresses, but failure to detect any defective work or materials shall not, in any way, prevent later rejection when such defect is discovered.

1.6 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with Laboratory personnel, provide access to Work and to manufacturer's operations.

B. Secure and deliver to the Laboratory adequate quantities of representative samples of materials proposed to be used and which require testing.

C. Furnish the Laboratory with proposed concrete design mixes, and other material mixes which require evaluation by the Testing Laboratory, a minimum of fourteen (14) days prior to use on the Project.

D. Furnish incidental labor and facilities:

1). To provide access to Work to be tested.

2). To obtain and handle samples at the project site or at the source of the product to be tested.

3). To facilitate inspections and tests.

4). For safe storage and curing of test samples.

E. Notify Laboratory and Project Management Firm/Construction Manager sufficiently in advance of operations to allow for Laboratory assignment of personnel and scheduling of tests.

1). When tests or inspection cannot be performed after such notice, reimburse Laboratory for personnel and travel expenses incurred due to Contractor's negligence.

2). Make arrangements with Laboratory and pay for additional samples and tests required for Contractor's convenience.

3). Make arrangements with Laboratory and pay for additional samples and tests required when initial tests indicate non-compliance with Contract Documents, including load test.

4). Pay the Testing Laboratory for such tests or inspections as are performed exclusively for the Contractor's convenience.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 CONCRETE CONTROL AND TESTING

A. Concrete composite samples in accordance with ASTM C 172. Each sample shall be obtained from a different batch of concrete on a random basis, avoiding any selection of the test batch other than by a number of selected at random before commencement of concrete placement.

B. All concrete with required strength of 3000 psi or less shall be tested as follows:

1). Mold and cure five (5) specimens from each sample in accordance with ASTM C31.

2). Two (2) specimens shall be tested at seven (7) days for information, two (2) shall be tested at twenty-eight (28) days for acceptance, and the remaining cylinder shall be tested as directed.

C. Specimens for pumped concrete shall be taken at the discharge end of pumping equipment.

D. Any deviations from the requirements of ASTM Specifications shall be recorded in the test report. Test concrete specimens in accordance with ASTM C39.

E. Make at least one (1) strength test (five specimens) for each 100 cubic yards of fraction thereof, of each mix design of concrete placed in any one day. Determine slump of the concrete sample for each strength test and whenever consistency of concrete appears to vary, in accordance with ASTM C143.

F. Determine air content of air-entrained, normal weight and/or lightweight concrete sample for each strength test, in accordance with either ASTM C231, ASTM C173, or ASTM C138. Determine temperature of concrete sample for each strength test.

G. Inspect each batch of concrete, monitor addition of mixing water to assure uniform consistency from truck to truck. Check mixing from mixers before mix begins to set and from mixers before mix begins to set and within time limits set forth in ASTM C94.

1). Monitor addition of water to concrete at job site and length of time concrete is allowed to remain in truck during placement.

2). Certify each delivery ticket indicating class of concrete delivered, amount of added water and time at which cement and aggregate was discharged into truck, and time at which concrete was discharged from truck.

H. Should strength of concrete fall below the minimum, then additional tests, including load tests, may be required. These tests, if required, shall be made at the Contractor's expense and shall be in accordance with ASTM C42 and ACI 318. If tests do not meet the applicable requirements, then the structure, or any part of the structure, shall be removed and replaced at the Contractor's expense.

I. Test reports shall show concrete mix identification number or give proportions of ingredients, time test was made, truck ticket, number, slump and time of batching, and location of each placement.

J. Report promptly to Project Management Firm/Construction Manager all details of reasons for rejection of any and all quantities of concrete. Give all information concerning locations of the concrete pours, quantities, date of pours, and other pertinent facts concerning concrete represented by the specimens.

K. Any concrete testing requested by the Contractor for early formwork or shoring removal, etc., shall be at the Contractor's expense.

3.2 TESTING MASONRY MORTAR AND GROUTS

A. Check mix designs for mortar and grouts. Make tests of mortar and group to approval for use at project site. Perform four (4) tests in accordance with ASTM C39 for each twenty-five (25) cubic yards of mortar.

END OF SECTION 01410

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Contractor shall employ and pay for the services of an Independent Testing Agency for testing and balancing HVAC systems.

1). The testing, adjusting and balancing (TAB) of HVAC systems will be performed by an impartial Independent Testing Agency whose operations are limited only to the field of professional TAB. TAB work shall be done under direct supervision of a professional engineer employed by the TAB firm.

2). The Contractor shall cooperate with TAB firm; provide necessary data on design and proper application of system components; furnish labor and materials required to eliminate any deficiencies or malperformance.

3). The Contractor shall be responsible to NJSDA for satisfactory execution of TAB work. Allow sufficient funds in Project bid proposal and sufficient time in Project schedule to cover all work required for completion of TAB work.

1.2 RELATED WORK

A. Drawings and General Provisions of the Contract, including but not limited to, General and Supplementary Conditions and Division 1 Section, apply to Work of this Section.

B. Refer to Division 15 and Division 16 for testing in conjunction with other MEP work.

1.3 QUALIFICATION OF HVAC TESTING, ADJUSTING AND BALANCING FIRM

A. Minimum Qualification of HVAC Testing, Adjusting and Balancing Firm:

1. Qualifications of Firm:

a. Firm shall be one which is licensed to do professional services of this specified type and as a minimum have one professional engineer with current registration to perform such professional services.

b. Firm shall be capable of performing services at location of facility described within time specified, preparing and submitting the detailed report of actual field work as may be required.

2. Qualifications of TAB Firm Personnel:

a. A minimum of one professional engineer with current registration is required to be in the permanent employment of firm for supervision and direction in the work performed. This engineer shall be totally responsible for developing job site data ad required for test procedures.

b. All personnel used on job site shall be either professional engineer or technicians, who shall have been permanent, full time employees of firm for a minimum of six months prior to start of work for that specified project.

1.4 LABORATORY DUTIES AND RESPONSIBILITIES

A. HVAC Testing and Balancing:

1). TAB firm shall inspect installation of mechanical piping systems, sheet metal work, temperature controls and other component parts of heating, air conditioning and ventilating systems. Inspection of work shall cover that part relating to proper arrangement and adequate provisions for testing and balancing.

2). TAB firm shall review Drawings and Specifications to identify any potential balancing problems and to determine if there are adequate provisions for testing and balancing systems. Contractor shall report any problem to the PMF/CM.

3). Upon completion of installation and start-up on mechanical equipment, check, adjust and balance system components to obtain optimum conditions in each conditioned space in building. Prepare and submit to NJSDA, or NJSDA's delegated representative, complete reports on the balance and operation of systems.

4). Measurements and recorded readings of air, water and electricity that appear in reports must be done by permanent employed technicians or engineers of firm.

5). Make a total of three (3) inspections within ninety (90) days after occupancy of building to insure that satisfactory conditions are being maintained throughout and to satisfy any unusual conditions.

6). Make an inspection in building during opposite season in which initial adjustments were made, and at that time make any necessary modifications to initial adjustment required to produce optimum operation of system components to produce proper conditions in each conditioned space. At time of opposite season checkout, NJSDA's representative shall be timely notified before any readings or adjustments.

1.5 CONTRACTOR'S RESPONSIBILITIES

A. HVAC Testing, Adjusting and Balancing

1). Have all systems complete in operational readiness prior to notifying TAB firm that Project is ready for their services, and so certify in writing to NJSDA that such a condition exists.

2). Make any changes in sheaves, belts and dampers or the addition of dampers required for correct balance as required by TAB firm, at no additional cost to NJSDA.

3). Provide and coordinate services of qualified, responsible subcontractors, suppliers and personnel as required to correct, repair or replace any and all deficient items or conditions found during that testing, adjusting and balancing period.

4). In order that systems may be properly tested, balanced and adjusted as required by these specifications, operate said systems for length of time necessary to properly verify their completion and readiness for TAB and pay costs of operations during TAB period.

5). Provide time frame allowance in Contract completion schedule to permit completion of TAB services prior to NJSDA occupancy.

6). Complete operational readiness, prior to commencement to TAB, services shall include the following:

a. Construction status of building shall permit closing of doors, windows and ceilings installed to obtain projected operational conditions.

7). Air Distribution Systems:

a. Verify installation for conformity to design. Supply, return and exhaust dusts terminated and pressure tested for leakage as required by Specifications.

b. Volume and fire dampers properly located and functional. Dampers serving requirements of minimum and maximum outside air, return and relief shall provide tight closure and full opening smooth and free operation.

c. Supply, return, exhaust and transfer grilles, registers, diffusers and terminal units installed.

d. Air handling systems, units and associated apparatus, such as filter sections and access doors, shall be blanked or sealed to eliminate excessive bypass or air leakage.

e. Fans (supply, return, and exhaust) operating and verified for freedom from vibration, proper fan rotation and belt tension; heater elements shall be proper size and rating; record motor amperage and voltage and verify name plate ratings are not exceeded.

8). Water Circulating Systems:

a. Check and verify pump alignment and rotation.

b. Position and valves pertinent to system design and require operation to permit full flow of water through system components. Operate hydronic systems under full flow conditions until circulating water is clean.

Strainers shall be removed and cleaned as required during this cycle of operation.

c. Record each pump motor amperage and voltage. readings shall not exceed name plate rating.

d. Verify electrical heater elements to be of proper size and rating.

e. Water circulating systems shall be full of water and free of air, expansion tanks set for proper water level and air vents installed at high points of systems and operating freely.

f. Check and set operating temperature of heat exchangers to design requirements.

9). Automatic Controls:

a. Verify that control components are installed in accordance with Project requirements and functional, including electrical interlocks, damper sequences, firestats and smoke detectors.

b. Controlling instruments shall be functional and set for designed operating conditions. Factory precalibrabration of thermostats will not be acceptable.

c. Temperature regulation will be adjusted for proper relationship between controlling instruments and calibrated by control subcontractor using data submitted by TAB firm. The correctness of final setting shall be proved by taking hourly readings for a period of three (3) successive 8-hour days in a typical room on each separately controlled zone. Total variation shall not exceed 2 degrees from present median temperature during entire temperature survey period.

10. TAB firm will not instruct or direct Contractor in any of the work, but will make such reports as are necessary direct to Project Management Firm/Construction Manager. Plans and miscellaneous adjustment devices for purpose of adjustment to obtain optimum operation conditions; install these devices in a manner that will leave them readily accessible, provide access as required by TAB firm.

11. Provide Plans, Specifications, and Change Orders to TAB firm.

12. Provide approved submittal data on equipment installed and related changes required to accomplish test procedures outlined in this Section of Specification.

13. Transmit one (1) copy of the following information to TAB firm for review and comments:

a. "As Installed" drawings.

b. Approved Fixture Brochure.

c. Approved Wiring Diagrams.

d. Approved Control Diagrams.

e. Shop drawings.

f. Instructions.

g. Valve Charts.

1.6 HVAC TESTING, ADJUSTING AND BALANCING

A. Testing and Balancing Air Systems:

1). Test and adjust air systems to conditions set forth in Plans and Specifications. Air systems include:

a. Supply Air Systems.

b. Return Air Systems.

c. Exhaust Air Systems.

2. In fan systems, air quantities indicated on Plans may be varied as required to secure a maximum temperature variation of 2 degrees within each controlled space, but total air quantity indicated for each zone must be obtained.

3. Test and adjust blowers and fan to deliver CFM required by the systems with concurrent recording of RPM, supply voltage and full load amperes. Report any changes of belts and sheaves required.

4. Mark pitot tube traverses of main supply, return and exhaust ducts and adjust fans and dampers to achieve specified air volumes.

5. Test and adjust fresh air intake and return air dampers and louvers to conditions scheduled or required.

6. Test and record static pressure on entering and leaving side of each supply fan, exhaust fan filter, coil and balancing dampers and other components of system.

7. Test and adjust supply air diffusers, grilles, and return air registers to Specification requirements and as shown on Drawings. Adjust supply diffuser pattern blades for proper air distribution in each room or space.

8. Measure temperature in each space and concurrent outside temperature.

B. Testing and Adjusting Water Systems:

1. Flow of water through water coils shall be adjusted by adjusting valves until rated pressure drop across each coil is obtained and water flow verified by venturi readings. On those with three-way valves, rated pressure drop shall first be adjusted through coils in each of several systems and the temperature differential between inlet and outlet shall be determined to be in accordance with its rating. Bypass valves shall then be adjusted on each coil until an equal pressure drop between supply and return connections is obtained with the three-way valves set to bypass all coils in each of the several systems.

C. Testing and Adjusting Automatic Controls:

1. Test automatic controls, controlled devices, interlocks, and safety devices associated with HVAC system for proper operation and sequence during heating, cooling, intermediate and smoke removal modes of operation. Adjust automatic controls to deliver required quantities of air at temperatures specified or scheduled on Plans and to maintain proper conditions in each room of building.

2. Report deficiencies or malfunctions to NJSDA.

D. Marking of settings:

1. Before final acceptance of report is made, TAB firm shall furnish NJSDA the Following data:

a. Summary of main supply, return and exhaust dust pitot tube traverses and fan settings indicating minimum value required to achieve specified air volumes.

b. A tabulated record of temperature in all spaces on each separately controlled zone, together with outside temperature at time of measurement.

c. A list of measured air quantities at each outlet corresponding to temperature tabulation specified above.

d. Air quantities at each return and exhaust air-handling devices.

e. Supply pressure readings entering and leaving each supply fan, exhaust fan, filter, balancing dampers and other components of system. These readings shall be related to fan curves in terms of CFM handled.

f. Motor current readings per phase at each equipment motor. Voltage at time of reading shall be listed.

g. Water pressure reading at gauge connections. Pressure readings at coils and pumps shall be related to coil and pump curves in terms of GPM flow through metering stations at each coil if applicable.

h. Water temperature readings entering and leaving each coil and heat exchanger under maximum load conditions in each case.

2. The final report shall certify test methods and instrumentation used, final velocity ready obtained, air quantities at each outlet supply, return, exhaust, temperatures, pressure drops, RPM of equipment, amperage of motors, air balancing problems encountered, recommendations and uncompleted punch list items. Test results shall be recorded on standard forms, included at end of this Section.

3. A summary of actual operating conditions shall be included on each system outlining normal and/or ventilation cycles of operation. The intent of final report will provide a reference of actual operating conditions for NJSDA's operating personnel.

4. "Certificate of Substantial Completion" will not be signed by the NJEDA unless an acceptable TAB report has been provided and accepted by NJEDA.

5. Insure that all systems are balanced at the proper time in the opposite season.

PART 2 - PRODUCTS (Not applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01411

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of this Contract, indicating but not limited to, General and Supplementary Conditions and other Division 1, Specification Sections, apply to the work of this Section.

1.2 DESCRIPTION OF REQUIREMENTS

This Section specifies administrative and procedural requirements for temporary services and facilities, including such items as temporary utility services, temporary construction and support facilities, and project security and protection.

A. Use Charges: No cost or usage charges for temporary services or facilities are chargeable to the NJSDA, Project Management Firm/Construction Manager or Design Consultant. Cost or use charges for temporary services or facilities will not be accepted as a basis of claims for a Change Order extra.

B. Temporary utilities services required for use at the project site include but are not limited to the following:

1). Water service.

2). Temporary electric power and light.

3). Telephone service.

4). Adequate utility capacity at each stage of construction.

5). Prior to availability of temporary utilities at the site, trucked-in services for start-up of construction operations.

C. Temporary construction and support facilities required for the Project include but are not limited to the following:

1). Temporary heat.

2). Field offices and storage sheds.

3). Field office and utilities for use by the NJSDA and PMF/CM, as defined in 01010.

4). Sanitary facilities, including drinking water.

5). Dewatering facilities and drains.

6). Temporary enclosures.

7). First aid station.

8). Project identification, bulletin boards and signs.

9). Waste disposal services.

10). Rodent and pest control.

11). Construction aids and miscellaneous general services and facilities.

12). Alternate temporary services and facilities, equivalent to those specified, may be used, subject to acceptance by the Project Management Firm/Construction Manager.

The General Contractor is responsible for identifying, documenting, applying, and paying for all permits for all temporary trailers and containers, including those used by all subcontractors, vendors and suppliers directly associated with the project whether trailers and containers are on the construction site or in adjacent areas.

D. Security and protection facilities and services required for Project include but are not limited to the following:

1). Temporary fire protection.

2). Barricades, warning signs, lights.

3). Sidewalk bridge or enclosure fence for the site.

4). Environmental protection / erosion control.

5). Alternate security and protection methods or facilities, equivalent to those specified, may be used, subject to acceptance by the Project Management Firm/Construction Manager.

6). Overhead protection.

1.3 QUALITY ASSURANCE

A. Regulations: Comply with requirements of local laws and regulations governing construction and local industry standards, in the installation and maintenance of temporary services and facilities, including but not limited to the following:

1). Building Codes, including requirements for permits, testing, and inspection.

2). Health and safety regulations.

3). Utility company regulations and recommendations governing temporary utility services.

4). Police and Fire Department rules and recommendations.

5). Police and Rescue Squad recommendations.

6). Environmental protection regulations governing use of water and energy, and the control of dust, noise and other nuisances.

In addition, comply with "Environmental Impact" commitments the NJSDA, the State, or the Client School District have made to secure approval to proceed with construction of the Project.

B. Standards: Comply with the requirements of NFPA Code 241, "Building Construction and Demolition Operations", the ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and the NECA National Joint Guideline NJG-6 "Temporary Job Utilities and Services".

C. Inspections: Inspect and test each service before placing temporary utilities in use. Arrange for required inspections and tests by governing authorities, and obtain required certifications, and permits for use.

1.4 SUBMITTALS

A. Reports and Permit: During progress of the Work, submit copies of reports and permits required by governing authorities, or necessary for installation and efficient operation of temporary services and facilities.

1.5 JOB CONDITIONS

A. General: Provide each temporary service and facility ready for use at each location when the service or facility is first needed to avoid delay in performance of the Work. Maintain, expand as required and modify temporary services or facilities as needed throughout the progress of the Work. Do not remove until services or facilities are no longer needed, or are replaced by the authorized use of completed permanent facilities.

B. Conditions of Use: Operate temporary services and facilities in a safe and efficient manner. Do not overload temporary services of facilities, and do not permit them to interfere with the progress of the Work. Do not allow unsanitary conditions, public nuisances or hazardous conditions to develop or persist on the site.

C. Temporary Utilities: Do not permit the freezing of pipes, flooding or the contamination of water sources.

D. Security and Protection: Maintain site security and protection facilities in a safe, lawful and publicly acceptable manner. Take necessary measures to prevent erosion of the site.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. General: Provide new materials and equipment for temporary services and facilities; used materials and equipment that are undamaged and in serviceable condition may be

used, if acceptable to the Project Management Firm/Construction Manager. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards.

B. Temporary Construction and Support Facilities: Provide facilities that can be maintained properly throughout their use at the Project site.

C. Self-Contained Toilet Units: Provide single-occupant self-contained toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar non-absorbent material. Provide one for every 30 employees.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. General: Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire Project adequately and result in minimum interference with the performance of the Work.

1). Relocate, modify and extend services and facilities as required during the course of Work so as to accommodate the entire Work of the Project.

B. Temporary Telephones:

1). General: Arrange for the local telephone company to install temporary service to the Project.

3.2 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

A. General: Provide a reasonably neat and uniform appearance in temporary construction and support facilities acceptable to the Design Consultant and the Project Management Firm/Construction Manager.

B. Field Offices: Provide temporary field offices of sufficient size to accommodate required office personnel and meetings at the project site.

C. Sanitary Facilities: Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with governing regulations including safety and health codes for type, number, location, operation, and maintenance of fixtures and facilities; provide not less than specified requirements. Install in locations that will best serve the Project's needs.

D. Dewatering Facilities and Drains: Dispose of rainwater subsurface water or other fluids in a lawful manner which will not result in flooding the Project or adjoining property, nor endanger either permanent work or temporary facilities. Control and suitably dispose of water and other fluids by means of temporary pumps, piping drainage lines or other methods.

a. Provide temporary drainage where the roofing or similar waterproof deck construction is completed prior to the connection and operation of the permanent drainage piping system, provide temporary drainage.

E. Project Identification and Temporary Signs: Prepare project identification and other temporary signs of the size and with content indicated.

a. Project Identification Signs: Fabricate project identification sign from 8 feet wide by 4 feet high by 3/4" thick medium density overlaid (MDO) plywood panel, B-B APA. Include names of: (1) Project, (2) Design Consultants, (3) Program Manager, (4) Contractor (5) NJSDA, and (6) Client School District. Mount sign in location as directed by Project Management Firm/Construction Manager using 4" x 4" wood posts in earth. Engage an experienced sign painter to paint graphics. Messages and colors shall be approved by the NJSDA.

F. Collection and Disposal of Wastes: Establish a system for daily collection and disposal of waste materials from construction areas and elsewhere on the site. Enforce requirements strictly. Do not hold collected materials at the site longer than seven (7) days during normal weather or three (3) days when the daily temperature is expected to rise above 80 degrees F (27 degree C). Handle waste materials that are hazardous, dangerous, or unsanitary separately from other inert waste by containerizing appropriately. Dispose of waste material in a lawful manner.

G. Field Office for NJSDA: Reference Section 01010.

3.3 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary services and facilities at the site. Limit availability of temporary services and facilities to essential and intended uses to minimize waste and abuse. Do not permit temporary installations to be abused or endangered. Do not allow hazardous, dangerous or unsanitary conditions to develop or persist on the Project site.

B. Maintenance: Operate and maintain temporary services and facilities in good condition throughout the time of use and until removal is authorized.

C. Termination and Removal: Unless the Project Management Firm/Construction Manager requests that it be maintained for a longer period of time, remove each temporary service and facility promptly when the need for it or a substantial portion of it has ended, or when it has been replaced by the permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent work which may have been delayed because of interference with the temporary service or facility. Repair damaged work, clean exposed surfaces and replace work which cannot be satisfactory repaired.

END OF SECTION 01500

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Provisions established within the General and Supplementary Conditions of the Contract, Specifications, and Drawings are collectively applicable to this Section.

1.2 REQUIREMENTS INCLUDED

A. Storage, General.

B. Enclosed Storage.

C. Exterior Storage.

D. Maintenance Storage.

1.3 RELATED REQUIREMENTS

A. Section 01010 - Summary of Work.

B. Section 01500 - Construction Facilities and Temporary Controls: Storage facilities. Protection of installed work.

D. Section 01810 - Project Record Documents.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 STORAGE, GENERAL

A. Store products, immediately on delivery, in accordance with manufacturer's instructions, with seals and labels intact. Protect until installed.

B. Arrange storage in a manner to provide access for maintenance of stored items and for inspection.

3.2 ENCLOSED STORAGE

A. Store products, subject to damage by the elements, in substantial weather tight enclosures.

B. Maintain temperature and humidity within ranges stated in manufacturer's instructions

C. Provide humidity control and ventilation for sensitive products as required by manufacturer's instructions.

D. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.

3.3 EXTERIOR STORAGE

A. Provide substantial platforms, blocking, or skids, to support fabricated products above ground; slope to provide drainage. Protect products from soiling and staining.

B. For products subject to discoloration or deterioration from exposure to elements, cover with impervious sheet material. Provide ventilation to avoid condensation.

C. Store granular materials on clean, solid surfaces such as pavement, or on rigid sheet materials, to prevent mixing with foreign matter.

D. Provide surface drainage to prevent erosion and ponding of water.

E. Prevent mixing of refuse or chemically injurious materials or liquids.

3.4 MAINTENANCE OF STORAGE

A. Periodically inspect stored products on a scheduled basis.

B. Verify that storage facilities comply with manufacturer's product storage requirements.

C. Verify that manufacturer's required environmental conditions are maintained continually.

D. Verify that surfaces of products exposed to the elements are not adversely affected; that any weathering of finishes is acceptable under requirements of Contract Documents.

3.5 MAINTENANCE OF EQUIPMENT STORAGE

A. For mechanical and electrical equipment in long-term storage, provide manufacturer's service package.

B. Service equipment on a regularly scheduled basis, maintaining a log of services; submit as a Record Document.

END OF SECTION 01520

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawing and General Provisions of Contract, including but not limited to, General and supplementary Conditions and other Division 1, Specification Sections, apply to work of this Section.

1.2 QUALITY ASSURANCE

A. Source Limitations: To the fullest extent possible, provide products of the same generic kind, from a single source, for each unit of work.

B. Approval: All substitutions must be approved by Design Consultant and the Project Management Firm/Construction Manager.

1.3 SUBMITTALS

A. Product Listing Submittal

1). General: Prepare a product-listing schedule in a form acceptable to the Design Consultant and the Project Management Firm/Construction Manager. Show names of the principal products required for the Work, by generic name. Show proprietary product names and the name of the manufacturer for each item listed that is to be purchased and incorporated into the Work.

2). Form: Prepare the product-listing schedule with information on each item tabulated under the following scheduled column headings:

a. Generic name as used in Contract Documents.

b. Proprietary name, model number and similar product designation.

c. Manufacturer's and supplier's name and city/state addresses.

d. Related unit-of-work Specification Section number.

e. Manufacturer's Data.

f. Performance and test data.

g. Reference Standard.

3). Submittal: Within fifteen (15) days after date of Contract, submit two (2) copies to Design Consultant and one copy to Project Management Firm/Construction Manager of complete list of all products and materials which are proposed for installation.

B. Design Consultant's Action: The Design Consultant will respond to the Contractor in writing within two (2) week of receipt of the product-listing schedule. No response by the Design Consultant within the two (2) week time period constitutes no objection to the

listed products or manufacturers, but does not constitute a waiver of the requirement that products comply with the requirement of the Contract Documents. All substitutions must be acceptable to the Project Management Firm/Construction Manager. The Design Consultant's response will include the following:

1). The Design Consultant's and Project Management Firm/Construction Manager's listing of unacceptable product selections, if any, containing an explanation of reasons for this action.

2). A request for additional data necessary for the review and possible acceptance of the products and manufacturer's listed.

C. Substitution Request Submittal

1). Requests for Substitutions: Submit five (5) copies of each request for substitution. In each request identify the product or fabrication or installation method to be replaced by the substitution; include related Specification Section and Drawing numbers, and complete documentation for substitutions. Include the following information, as appropriate, with each request.

a. Provide complete product data, drawings and descriptions of products, and fabrication and installation procedures.

b. Provide samples where applicable or requests.

c. Provide complete cost information, including a proposal of the net change, if any in the Contract Price.

d. Provide certification by the Contractor to the effect that, in the Contractor's opinion, after thorough evaluation, the proposed substitution will result in work that in every significant respect is equal-to or better than the work required by the Contract Documents, and that it will perform adequately in the application indicated.

e. Include in this certification, the Contractor's waiver of rights to additional payment or time, which may subsequently be necessary because of the failure of the substitution to perform adequately.

D. Substitution Request Form: Submit requests for substitution in the form acceptable to the NJSDA.

E. Design Consultant's Action: Within one (1) week of receipt of Contractor's request for substitution, the Design Consultant will request additional information or request additional information or documentation as may be needed for evaluation of the request. Within two (2) weeks of receipt of the request, or within one (1) week of receipt of the requested additional information or documentation, which ever is later, the Design Consultant will notify the Contractor of either the acceptance or rejection of the proposed substitution.

Acceptance will be in the form of a Change Order. Rejection will include a statement giving reason for rejection.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

A. General: Deliver, store, and handle products in accordance with manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss including theft. Control delivery schedule to minimize long-term storage at the site and to prevent overcrowding of construction spaces. In particular coordinate delivery and storage times for items known or recognized to be flammable, hazardous, easily damaged or sensitive to deterioration, theft and other source of loss.

PART 2 - PRODUCTS

2.1 GENERAL PRODUCTS COMPLIANCE

A. Procedures for Selecting Products: The Contractor's options in selecting products are limited by requirements of the Contract Documents and governing regulations. They are not controlled by industry traditions or procedures experienced by the Contractor on previous construction projects. Required procedures include but are not limited to the following for the various indicated methods of specifying.

B. Two or More Product Names: Where two or more products or manufacturers are named, provide one of the products named, at the Contractor's option. Exclude products that do not offer to provide an unnamed product, unless the Specification indicates possible consideration of other products. Advise the Design Consultant or Project Management Firm/Construction Manager before proceeding where none of the named products comply with Specification requirements, or are feasible for use.

1). Where products or manufacturers are specified by name, accompanied by the term "or-equal" or similar language, comply with the Contract Document provisions concerning "substitutions" to obtain approval from the Design Consultant for the use of an unnamed product.

C. Compliance with Standards, Codes and Regulations: Where the Specifications require only compliance with an imposed standard, code or regulations, the Contractor has the option of selecting a product that complies with Specification requirements, including the standards, codes and regulations.

2.2 SUBSTITUTIONS

A. Conditions: The Contractor's request for a substitution will be received and considered when extensive revisions to the Contract Documents are not required, when the proposed changes are in keeping with the general intent of the Contract Documents, when the requests are timely, fully documented and properly submitted, and when one or more of the following conditions is satisfied, all as judged by the Design Consultant or Project Management Firm/Construction Manager; otherwise the requests will be returned without action except to record non-compliance with these requirements.

1). The Design Consultant will consider a request for substitution where the request is directly related to an "or equal" clause or similar language in the Contract Documents.

B. Work-Related Submittals: The Contractor's submittal of and the Design Consultant's acceptance of shop drawings, product data or samples which relate to work not complying with requirements of the Contract Documents, does not constitute an acceptance or valid request for a substitution, nor approval thereof.

2.3 GENERAL PRODUCT REQUIREMENTS

A. General: Provide products that comply with the requirements of the Contract Documents and that are undamaged and, unless otherwise indicated, unused at the time of installation. Provide products that are complete with all other devices and details needed for a complete installation and for the intended use and effect.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01600

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including but not limited to, General and Supplementary Conditions and other Division 1, Specification Sections, apply to work of this Section.

B. Section 01810 - Project Record Documents.

C. Section 01820 - Operation and Maintenance Data.

D. Section 01850 - Warranties and Bonds.

1.2 DESCRIPTION OF REQUIREMENTS

A. Contract Close-out is the term used to describe certain collective Contract requirements, indicating completion of the Work that are to be fulfilled near the end of the Contract Time in preparation for final acceptance and occupancy of the Work by the NJSDA, as well as final payment to the Contractor and normal termination of the Contract.

1). Time of close-out is directly related to "Substantial Completion;" therefore, the time of close-out may be either a single time period for the entire Work or a series of time periods for individual elements of the Work that have been certified as Substantially Complete at different dates. This time variation, if any, shall be applicable to the other provisions of this Section.

B. Close-Out submittal include, but are not necessary limited to:

1). Project Record Documents described in Section 01810.

2). Certification of Substantial Completion.

3). Copy of Final Change Order, if applicable.

4). Copy of Final Application for Payment-.

5). Consent of Surety to Final Payment.

6). Certificate of Occupancy of Building or Certificate of Acceptance.

7). Contractor's Affidavit of Release of Liens.

8). Contractor's Affidavit of Payment of debts and claims.

9). Contractor's Confirmation of General Guarantee.

10). Transmittal Listing Keys: Contractor shall prepare an itemized key list in complete detail ending in a statement that the keys were turned over, the Contractor's signature, a line stating that the keys were received and the

receiver's signature. Copies of this list should be retained by the Contractor and receiver and a copy sent to the Design Consultant, Project Management Firm/Construction Manager and NJEDA. Keys should be identified with tags corresponding to the approved room number designation.

11). Letter from Design Consultant and Project Management Firm/Construction Manager that all Punch List Items have been completed to his satisfaction and recommendation regarding liquidated damages, if applicable.

12). Operating, Instruction and Maintenance Manuals for Equipment (Mechanical, Electrical, Plumbing, etc.). All stamped by Consultant or Engineer as in accordance with Specifications.

B. Final Adjustment of Accounts

1). Submit final statement reflecting adjustments to Contract Price indicating:

a. Original Contract Price.

b. Previous Change Orders.

c. Changes under allowances.

d. Deductions for uncorrected work.

e. Deductions for liquidated damages.

f. Deductions for reinspection fees.

g. Other adjustments to Contract Price.

h. Total Contract Price as adjusted.

i. Previous payments.

j. Sum remaining due.

2). If so required, the Project Management Firm/Construction Manager will prepare a final Change Order showing adjustments to the Contract Price which were not made previously by Change Orders.

C. Instruction: Instruct the NJSDA's personnel in proper operation and maintenance of systems, equipment, and similar items which were provided as part of the Work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SUBSTANTIAL COMPLETION

A. General: Complete the following before requesting the Design Consultant's inspection for Certification of Substantial Completion, either for the entire Work or for portions of the Work. List known exceptions in the request.

1). Prepare and submit a contractor's Punchlist of work remaining to be completed.

2). After receipt of the punchlist, Design Consultant will inspect to determine status of completion.

3). Should the Design Consultant or Project Management Firm/Construction Manager determine that the Work is not Substantially Complete, the Project Management Firm/Construction Manager promptly will so notify the Contractor, in writing, giving the reasons therefore.

4). The Contractor shall remedy the deficiencies and notify the Design Consultant and Project Management Firm/Construction Manager when ready for reinspection.

5). The Design Consultant and Project Management Firm/Construction Manager will reinspect the work. When the Design Consultant and Project Management Firm/Construction Manager concur that the Work is Substantially Complete, the Design Consultant will prepare a "Certificate of Substantial Completion" on AIA form G704, accompanied by the Contractor's list of items to be completed or corrected, as verified by Design Consultant and Project Management Firm/Construction Manager. The Design Consultant will submit the Certificate to the NJSDA and to the Contractor for their written acceptance of responsibilities assigned to them in the Certificate.

3.2 CERTIFICATE OF FINAL ACCEPTANCE & COMPLETION

A. General: Complete the following before requesting the Design Consultant's and Project Management Firm/Construction Manager's final inspection for Design Consultant's and Project Management Firm/Construction Manager's final inspection for Certification of Final Acceptance and Completion, and Final Payment as required by the General Conditions. List known exceptions, if any, in the request.

1). Certify that:

a. Work has been inspected for compliance with the Contract Documents.

b. Work has been completed in accordance with the Contract Documents.

c. Equipment and systems have been tested, as required, and are operational.

d. Work is completed and ready for final inspection.

2). The Design Consultant and Project Management Firm/Construction Manager will conduct an inspection to verify status of completion.

3). Should the Design Consultant or Project Management Firm/Construction Manager determine that the Work is incomplete or defective:

a. The Project Management Firm/Construction Manager promptly will notify the Contractor, in writing, listing the incomplete or defective work.

b. The Contractor shall remedy the deficiencies promptly, and notify the Project Management Firm/Construction Manager when ready for reinspection.

c. When the Design Consultant and Project Management Firm/Construction Manager determine that the Work is acceptable under the Contract Documents, and that all required submittals have been made, the Project Management Firm/Construction Manager will request the Contractor to submit a final application for payment.

3.3 APPLICATION FOR FINAL PAYMENT

A. Submit Application for Final Payment in accordance with provisions of Conditions of the Contract.

3.4 FINAL CLEANING

A. General: Special cleaning requirements for specific units of work are included in the appropriate Section of Divisions 2 through 16. General cleaning during the regular progress of the Work is required by the General Conditions.

1). Use experienced workmen, or professional cleaners for final cleaning.

2). At completion of construction and just prior to acceptance or occupancy, conduit a final inspection of exposed interior and exterior surfaces.

3). Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials, from interior and exterior surfaces.

4). Repair, patch and touch-up marred surfaces to match adjacent finishes.

5). Broom clean paved surfaces. Rake clean other operated during construction.

6). Clean ducts, blowers, and coils if air conditioning units were operated during construction.

7). Sweep and buff resilient floors and base.

8). Dust all walls, metal, wood and similar finished materials.

9). Clean all cabinet and casework.

10). Dust and wash all plumbing and electrical fixtures. Remove stickers from plumbing fixtures.

11). Wash and buff or polish all non-resilient materials.

12). Vacuum carpet floors.

13). Vacuum all floor areas scheduled to receive floor finish by others.

14). Wash and polish all glass, inside and out.

15). Replace broken or scratched glass with new glass.

END OF SECTION 01700

PART 1- GENERAL

1.1 RELATED DOCUMENTS

A. Provisions established within the General and Supplementary General Conditions of the Contract, Division 1 - General Requirements, and the Drawings are collectively applicable to this Section.

1.2 SECTION INCLUDES

A. Final cleaning of project and related site work.

1.3 RELATED SECTIONS

A. General Conditions: Clean-up.

B. Section 01500 - Temporary Facilities and Controls: Cleaning during construction.

C. Section 01700 - Contract Closeout Procedures.

D. Individual Specification Sections: Specific cleaning for product or work.

1.4 DESCRIPTION

A. Execute cleaning prior to inspection for Substantial Completion of Work.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS

A. Use material which will not create hazards to health or property, and which will not damage surfaces.

B. Use only materials and methods recommended by manufacturer of material being cleaned.

PART 3 - EXECUTION

3.1 CLEANING

A. In addition to removal of debris and cleaning specified in other Sections, clean interior and exterior exposed-to-view surfaces.

B. Remove temporary protection and labels not required to remain.

C. Clean finishes free of dust, stains, films, and other foreign substances.

D. Clean transparent and glossy materials to a polished condition; remove foreign substances.

E. Vacuum clean carpeted and similar soft surfaces.

F. Clean, damp mop, wax and polish resilient and hard-surface floor as specified.

G. Clean surfaces of equipment; remove excess lubrication.

H. Clean plumbing fixtures, and food service equipment and replace disposable filters when units have been operated without filters during construction.

I. Clean permanent filters of ventilating equipment and replace disposable filters when units have been operated during construction; in addition, clean ducts, blowers, and coils when units have been operated without filters.

J. Clean light fixtures and lamps.

K. Maintain cleaning until Final Acceptance and Completion.

L. Remove waste, foreign matter, and debris from roofs gutters, areaways, and drainage systems.

M. Remove waste, debris, and surplus materials from site. Clean grounds; remove stains, spills, and foreign substances from paved areas and sweep clean. Rake clean other exterior surfaces.

END OF SECTION 01710

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. General Provision of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to Work of this Section.

1.2 DESCRIPTION

A. Work includes maintaining at job site, in clean, legible condition, copies of the following:

1). Contract Drawings.

2). Project Manuals.

3). Addenda.

4). Reviewed shop drawings.

5). Change Orders and Field Orders.

6). Other modification to Contract.

7). Testing Laboratory Reports.

B. Store documents in temporary field office, apart from all other documents used for construction. Provide all necessary files and racks for storage of above Documents to maintain them in a clean, dry, legible condition. Under no circumstances are Record Documents to be used for construction purposes.

C. Make Documents available for inspection by Design Consultant and Project Management Firm/Construction Manager at all times.

D. Refer to Divisions 15 and 16 for mechanical / electrical Record Documents.

1.3 RECORDING

A. Label each document "Project Record Documents," in stamped or printed letters, on front cover or other conspicuous place.

B. Legibly mark to record actual construction as follows:

Construction Drawings:

1). Location of underground utilities and appurtenances referenced to permanent surface improvements.

2). Locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure.

3). Field changes of dimension and detail.

4). Changes made by Change Orders or Field Orders.

5). Details not on original Contract Drawings.

Mark-up Procedure: During progress of the Work, maintain a white-print set (blue-line or black-line) of Contract Drawings and shop drawings, with mark-up of actual installations which vary substantially from the Work as originally shown. Record Documents shall be examined by the Project Management Firm/Construction Manager and Design Consultant monthly as a procedural aspect of Applications for Payment. Mark whatever drawing is most capable of showing actual physical condition, fully and accurately. Where shop drawings are marked-up, mark cross-reference on Contract Drawings at corresponding location. Mark with erasable colored pencil, using separate colors where feasible to distinguish between changes for different categories of Work at same general location. Mark-up important additional information which was either shown schematically or omitted from original Drawings. Give particular attention to information on Work concealed, which would be difficult to identify or measure and record at a later date. Note Alternate numbers, Change Order numbers and similar identification. Require each person preparing mark-up to initial and date mark-up and indicate name of firm. Contractor shall pay reproduction costs for one (1) set of marked up blue line prints to Design Consultant. Design Consultant shall transfer all information from "blue-line" prints to CADD software, providing the District with one (1) blue line set and one (1) on disk.

C. Project Manuals and Addenda:

1). Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.

2). Changes made by Change Order or Field Order.

3). Other matters not originally specified.

4). All final submitted material shall be placed in ringed binder(s), separated into categories, and indexed; all non-applicable information will be deleted (e.g. marked out).

5). Shop Drawings, Change Orders, Field Orders and other modifications: Maintain as Record Document.

1.4 SUBMITTALS

A. Prior to Final Payment, submit to Project Management Firm/Construction Manager.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01810

PART 1 - GENERAL

1.1 SUMMARY

A. Compile product data and related information appropriate for Client School District's maintenance and operation of products furnished under the Contract.

1). Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent Sections of Specifications.

B. Instruct Client School District's personnel in the maintenance of products and in the operation of equipment and systems.

C. Related requirements specified in other Sections:

1). Submittals: Section 01300.

2). Project Close-Out: Section 01700.

3). Project Record Documents: Section 01810.

1.2 FORM OF SUBMITTALS

A. Prepare data in the form of an instructional manual for use by NJSDA's personnel.

B. Format:

1). Size: 8-1/2 x 11 inch.

2). Paper: 20 pound, minimum, white for typed pages.

3). Text: Manufacturer's printed data, or neatly typewritten.

4). Drawings:

a. Provide reinforced punched binder tab, bind in with text.

b. Fold larger drawings to the size of the text pages.

5). Provide fly-leaf for each separate product, or on each piece of operating equipment.

a. Provide typed description of product, and major component parts of equipment.

b. Provide indexed tabs.

6). Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE DATA."

a. List:

(1). Title of Project.

(2). Name of Contractor.

C. Binders:

1). Commercial quality three-ring binders with durable and cleanable plastic covers.

2). Maximum ring size : 3 inches.

3). When multiple binders are used, correlate the data into related consistent groupings. Mark binders in sequence.

1.3 CONTENT OF MANUAL

A. Table of Contents:

1). Neatly typewritten Table of Contents for each volume. Base Table of Contents of Operating and Maintenance Data on Table of Contents of these Specifications.

B. Product Data:

1). Include only those sheets which are pertinent to the specific product.

2). Annotate each sheet to:

a. Clearly identify the specified product or part installed.

b. Clearly identify the data applicable to the installation.

c. Delete references to inapplicable information.

3). List, with each product, the name, address and telephone number of:

a. Subcontractor, including name of responsible principal, address and telephone number.

b. Maintenance contractor, as appropriate.

c. Identify the area of responsibility of each.

d. Local source of supply for parts and replacement.

C. Drawings:

1). Supplement product data with drawings as necessary to clearly illustrate:

a. Relations of component parts of equipment and systems.

b. Control and flow diagrams.

2). Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.

3). Do not use Project Record Documents as maintenance drawings.

D. Written text, as required to supplement product data for the particular installation.

1). Organize in a consistent format under separate headings for different procedures.

2). Provide a logical sequence of instructions for each procedure.

E. Mechanical and Electrical Systems:

1). The booklet shall contain a complete description of each system in the building as hereinafter outlined.

a. Description of Electrical System.

b. Manufacturer's catalog data and parts list on each piece of service entrance equipment and each electrical subpanel in the building.

c. Manufacturer's catalog data, cuts and parts list of all lighting fixtures and show in which rooms they were installed.

d. Manufacturer's catalog data, cuts, parts list and wiring diagram on each piece of fire alarm system, sound system, program system, clock and bell system and all other systems. Data shall include two (2) sets of drawings of circuitry by installer.

e. Provide four (4) sets of drawings to include riser diagrams, panel schedules with directory of circuits and any revisions from Contract Drawings.

F. Description of Heating and Air Conditioning System:

1. Complete manufacturer's catalog data, cuts, part list and wiring diagrams on each piece of heating and air conditioning equipment furnished.

2. Manufacturer's catalog data, cuts, parts list and diagrams on each type of temperature control. Data shall include two (2) sets of temperature control diagrams.

3. Maintenance and lubrication instructions of each piece of equipment furnished instructions must be on the letterhead of the manufacturer of the equipment.

G. Finish Schedule:

1. Provide a copy of the room finish schedule. Schedule shall identify each room by name and number, identify each type finish and color of floors, base, wainscot, walls, ceiling, and all other finishes. Where applicable, pattern or design identification numbers shall be included.

1.4 Submittal Schedule:

A. General:

1). Submit three (3) copies of the Operating and Maintenance Data.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01820

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Provisions established within the General and Supplementary General Conditions of the Contract, Division 1 - General Requirements, and Drawings are collectively applicable to this Section.

1.2 SECTION INCLUDES

A. Preparation and submittal of warranties and bonds.

1.3 RELATED SECTIONS/DOCUMENTS

A. Instruction to Bidders: Bid Bonds.

B. General Conditions: Performance Bond and Labor and Material Payment Bonds, Warranty, and Correction of Work.

C. Section 01700 - Contract Close-Out Procedures.

D. Section 01820 - Operation and Maintenance Data.

E. Individual Specification Sections: Warranties and bonds required for specific Products or Work.

1.4 FORM OF SUBMITTALS

A. Bind in commercial quality 8-1/2 x 11 inch three-ringed binders, with hardback, cleanable plastic covers.

B. Label cover of each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor; name of responsible principal.

C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the Specification Section in which specified, and the name of Product or Work item.

D. Separate each warranty or bond with index tab sheets as necessary. List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

1.5 PREPARATION OF SUBMITTALS

A. Obtain warranties and bonds, executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten (10) days after completion of applicable item of Work. Except for items put into use with NJSDA's permission, leave date of beginning of time of warranty until the Date of Substantial Completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-sign all submittals. Contractor is responsible for coordination and completion of all warranty work during two (2) year warranty period.

D. Retain warranties and bonds until time specified for submittal.

1.6 TIME OF SUBMITTALS

A. For equipment or component parts of equipment put into service during construction with NJSDA's permission, submit documents within ten (10) days after acceptance.

B. Make other submittals within ten (10) days after date of Substantial Completion, prior to final Application for Payment.

C. For items of Work when acceptance is delayed beyond Date of Substantial Completion, submit within ten (10) days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01850