PROJECT MANUAL

FOR

EXPEDITED DEMOLITION POOL CONTRACT

STATE OF NEW JERSEY
SCHOOLS DEVELOPMENT AUTHORITY

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

THE
EXPEDITED DEMOLITION POOL CONTRACT
SHALL EXPIRE MARCH 31, 2011.

Issued: 1/26/10

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This project was initially advertised as GP-0125-J01. The Authority, by way of this advertisement, is opening the enrollment in the expedited demolition pool to additional bidders. **ANY FIRMS THAT ARE CURRENTLY ENROLLED UNDER THE EXPEDITED DEMOLITION POOL CONTRACT DO NOT NEED TO ATTEND THE MANDATORY PRE-BID LISTED BELOW.**

THE AUTHORITY IS SEEKING TO ENGAGE THE SERVICES OF GENERAL CONTRACTORS AND DEMOLITION CONTRACTORS FOR FUTURE DEMOLITION PACKAGES. THE AUTHORITY WILL ENTER INTO AN "EXPEDITED DEMOLITION POOL CONTRACT" WITH MULTIPLE FIRMS UNDER THIS SOLICITATION. THE EXPEDITED DEMOLITION POOL CONTRACT SHALL EXPIRE MARCH 31, 2011. BIDDERS RESPONDING TO THIS SOLICITATION SHALL BE THE EXCLUSIVE AND SOLE POOL OF BIDDERS THAT WILL COMPETE FOR EXPEDITED DEMOLITION JOB ORDERS DURING THIS TIME PERIOD, UNLESS CIRCUMSTANCES WARRANT A SOLE SOURCE NEGOTIATION AND AWARD FOR A PARTICULAR DEMOLITION JOB ORDER. THE AUTHORITY ANTICIPATES OPENING THE ENROLLMENT TO ADDITIONAL BIDDERS EVERY 6 MONTHS DURING THE TERM OF THIS CONTRACT.

ADDITIONALLY, THE AUTHORITY MAY DESIGNATE A CERTAIN PORTION OF DEMOLITION JOB ORDERS UNDER THE DEMOLITION POOL CONTRACT AS SMALL BUSINESS ENTERPRISE OPPORTUNITIES, OPEN ONLY TO THOSE BIDDERS WITHIN THE POOL WHO QUALIFY AS SMALL BUSINESS ENTERPRISES.

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

Contract No.: **GP-0125-J01**

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):

General Contractor with a DPMC Classification of C008 or C009

-or-

Demolition Contractor with a DPMC Classification of C021

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

Pre-Bid Date:	**February 9, 2010**
Pre-Bid Time:	**1:00 PM (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 **February 16, 2010** to **Martin 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 Demo 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: January 26, 2010

INSTRUCTIONS TO BIDDERS

Section 1 ..... Bid Overview
Section 2 ..... Expedited Demolition Pool Contract
..... Pre-Bid Meeting and Addenda
Section 3 ..... Project Rating Proposal
Section 4 ..... Contract
Section 5 ..... Included Bidder Requirements
Section 6 ..... Price Proposal
Section 7 ..... Bid Bond
Section 8 ..... Award and Execution
Section 9 ..... Rights of the Authority
Section 10 ..... Delivery/Mailing Options

SECTION 1 – BID OVERVIEW

THE NJSDA IS SEEKING TO ENGAGE THE SERVICES OF GENERAL CONTRACTORS AND DEMOLITION CONTRACTORS FOR FUTURE DEMOLITION PACKAGES.

THE NJSDA WILL ENTER INTO AN "EXPEDITED DEMOLITION POOL CONTRACT" WITH MULTIPLE FIRMS UNDER THIS SOLICITATION. THE EXPEDITED DEMOLITION POOL CONTRACT SHALL EXPIRE MARCH 31, 2011. BIDDERS RESPONDING TO THIS SOLICITATION SHALL BE THE EXCLUSIVE AND SOLE POOL OF BIDDERS THAT WILL COMPETE FOR EXPEDITED DEMOLITION JOB ORDERS DURING THIS TIME PERIOD, UNLESS CIRCUMSTANCES WARRANT A SOLE SOURCE NEGOTIATION AND AWARD FOR A PARTICULAR DEMOLITION JOB ORDER. THE AUTHORITY ANTICIPATES OPENING THE ENROLLMENT TO ADDITIONAL BIDDERS EVERY 6 MONTHS DURING THE TERM OF THIS CONTRACT.

ADDITIONALLY, NJSDA MAY DESIGNATE A CERTAIN PORTION OF DEMOLITION JOB ORDERS UNDER THE EXPEDITED DEMOLITION POOL CONTRACT AS SMALL BUSINESS ENTERPRISE OPPORTUNITIES, OPEN ONLY TO THOSE POOL BIDDERS WHO QUALIFY AS SMALL BUSINESS ENTERPRISES.

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 demolition 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 DEMOLITION 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 Demolition 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 the enrollment of Bidders into the Pool of Bidders for the Expedited Demolition 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.

1.1 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 2 EXPEDITED DEMOLITION 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 Demolition 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 Demolition 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.

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 10 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 corporation, 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 Senior Director of Procurement & Contract Services 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 Senior 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 Senior 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 Demolition 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;
- Executive Order 117 (2008), which is designed to enhance New Jersey's efforts to protect the integrity of government contractual decisions and increase the public's confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 ("Chapter 51"), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors;
- 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 Demolition 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 Demolition 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 corporation, 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 10 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 Senior Director of Procurement & Contract Services of the Authority in accordance with Section 10 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, it must do so prior to the deadline for submission, 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 8 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 8 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. **Immediately** upon 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;
- Owner's Controlled Insurance Program (OCIP) Enrollment 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;
- Corporate resolution;
- "SBE Form A" and "Form C Certification of SBE Status" of the SBE Utilization Attachment, as provided by the Authority. Consistent with the set aside goals of 5% to businesses registered in the category of gross revenues that do not exceed $1 million; and 10% to businesses registered in the category of having gross revenues exceeding $1 million consistent with the standards established at 13 C.F.R. 121.201; and 10% to businesses in either category, the NJSDA requires Bidders to provide opportunities to SBE firms to participate in the performance of all projects. The bidder shall make a good faith effort to meet goals as set forth in N.J.A.C. 17:14-1.2 of providing the maximum opportunity for small business enterprises (SBE) to compete for and perform contracts.
- 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: (Insert name from Bid Advertisement)

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

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 _____

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.

A. Price Proposal Submission:

The Included Bidder shall complete and execute this Price Proposal and enclose it in an envelope that is **sealed** and **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 of the Instruction to Bidders.

B. Included Bidder:

All Included 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 Included Bidder shall 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 C1 above must be classified by the Department of the Treasury, Division of Property Management and Construction in all applicable trades; pre-qualified by the Authority 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 Included Bidders shall submit a copy of the Uncompleted Contracts Form for any subcontractor identified in the bid advertisement.

4. If the Included 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 Included Bidder shall list the SBE status of each subcontractor, where applicable.

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 Included Bidder, declares:
   - That this Price Proposal is made, without collusion with any other person, firm or corporation;
   - That the Included Bidder has carefully examined the form of the Project Manual, Contract, Instructions to Bidders, Addenda, Specifications, Plans and all other Contract Documents;
   - That the Included Bidder has carefully examined the locations, conditions and classes of material for the proposed work;
   - That the Included 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.

2. In submitting this Price Proposal, the Included Bidder agrees:
   - That the Authority 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 Included Bidder and the Authority.
   - To accomplish the work at the price bid, in accordance with the Contract Documents.

3. Base 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.**

UNIT PRICING:

Bid Item	Description	Quantity	Units	Unit Price	Bid Amount

BASE BID PRICE: _____

(In Words)

$ _____

(In Figures)

Interpretation of Quantities in Bid Schedule

The quantities appearing in the bid schedule on the Price Proposal Form are approximate only and are provided to facilitate the comparison of bids. Payment will be made only for the quantities of Work completed in accordance with the terms of the Contract. Such payment will be made at the original unit prices for the quantities of Work accepted by the Engineer for the Project. The scheduled quantities of Work may be increased, decreased, or eliminated in their entirety, as provided by the Engineer for the Project.

"If and Where Directed" Items

The Price Proposal Form may request unit price bids on one or more scheduled bid items to be incorporated into the Work of the Project only "if and when directed" by the Engineer for the Project. References to such items may not appear on the plans. The estimated quantities set out in the Price Proposal Form for such items are included for the purpose of obtaining unit price bids only, and not to convey the actual quantities of such items which might be incorporated into the Work of the Project. Depending on field conditions, such "if and where directed" items may or may not be incorporated into the Work of the Project and, if incorporated, may be many times the estimated quantities or only a fraction thereof.

Incorporation of such "if and where directed" items into the Work of the Project shall be made only on written direction of the Engineer for the Project. No payment shall be made for "if and where directed" items not directed in writing by the Engineer for the Project. The Engineer may order incorporation of such items into the Work of the Project at any time during the Contract Time. If such items are directed by the Engineer in writing, payment shall be made at the unit prices bid for the actual quantities of Work performed and accepted by the Engineer.

Consideration of Unit Pricing

In the event of a discrepancy between the unit price bid for any scheduled bid item and the extension shown for that item under the column of the Price Proposal Form designated "Bid Amount", the unit price is to govern. Where a unit price is bid, but no extension is provided, the NJSDA will prove the extension based on the unit price bid and the estimated quantity for the Bid Item.

Where an extension is provided in the "Bid Amount" column, but no unit price appears in the "Unit Price" column of the Price Proposal form, the NJSDA will provide the unit price by dividing their "Bid Amount" figure provided by the Bidder by the estimated quantity.

4. Alternates:

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

For each listed Alternate, the Included 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. Addenda:

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

Number: _____ _____ _____ _____ _____

Dated: _____ _____ _____ _____ _____

F. CERTIFICATION

The Included 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 Included Bidder agrees to post in conspicuous places, available to employees and applicants for employment, Notices to be provided by 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 Included 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's 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 Included 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 Included 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 Included 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 Included 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. That the Included 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

10. That the Included 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 .

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

12. There has been no change to the information included in **Contract No. GP-0125-J01** with the firm, including, but not limited to, the payment and performance bond, P.L. 2005, c.51 and that all pre-qualifications and registrations are current and in full force and effect.

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

_____

_____

IN WITNESS WHEREOF, the Included 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 CORPORATION)

(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 CORPORATION)

(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 CORPORATION)

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"), 1 West State Street, Trenton, New Jersey 08625, in response to the Authority's advertisement for bids for

Contract #:

Contract Name:

Whereas, Principal is required to furnish this Bid Bond as a condition of the Corporation'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 Authority, 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 Authority 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 Authority the difference in money between the amount of the bid of the Principal and the amount for which the Corporation 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. At this time, **DO NOT** complete and submit them with your bid. The actual forms will be mailed with the Inclusion Notice to the intended bidders.

- Form of Contract
- Performance Bond Form
- Payment Bond Form
- 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:

Affix Corporate Seal

_____
Witness

_____
Print or Type Name

By: _____
Print Name:
Print Title:

Surety:

Affix Corporate Seal

_____
Witness

_____
Print or Type Name

By: _____
Print Name:
Print Title:

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

_____
Witness

_____
Print or Type Name

By: _____
Print Name:
Print Title:

Surety:

Affix Corporate Seal

_____
Witness

_____
Print or Type Name

By: _____
Print Name:
Print Title:

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	INSURERS AFFORDING COVERAGE	NAIC #
Your Company's Name **Address** **City, State, Zip Code**	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	**Additional Insured; Insurer Letter:** **CANCELLATION**
NJSDA **1 West State Street** **P.O. Box 991** **Trenton, NJ 08625**	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

STATE OF 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.

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.

NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY
SDA
1 WEST STATE STREET
P.O. BOX 991
TRENTON, NJ 08625-0991
609-943-5355

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

Subcontractor Approval Form

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 #:	

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 BFO: _____ Date Approved by BFO: _____ Date Denied by BFO: _____

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

SDA

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 6.1 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

- 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.

- The Contractor shall notify the Authority, in no less than fourteen (14) calendar 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

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"); 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 Authority 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 UNIT OF FISCAL INTEGRITY GENERAL CONSENT AND WAIVER

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:

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 Unit of Fiscal Integrity in School Construction in the Office of the State Attorney General, established pursuant to Public Law 2000, Chapter.72, Section 70 or its authorized representatives (the "Unit"), 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 Unit 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 Unit of Fiscal Integrity (PO Box 063, Trenton, NJ 08625) 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 Unit to investigate, examine and inspect all activities related to the Contract pursuant to Public Law 2000, Chapter 72, Section 70. The Contractor further releases and holds harmless the Inspector General and his authorized representatives, 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 _____, 200__.

_____
Signature of Principal

_____
Print or Type Name

_____
Title

Notary Public of _____
My commission expires: _____, 200__.

NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY
OFFICE OF DIVERSITY AND EMERGING BUSINESS MARKETS
C/O PROJECT SERVICES

Form AA201
(rev. 1/2004)

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
OFFICE OF DIVERSITY AND EMERGING BUSINESS MARKETS
C/O PROJECT SERVICES

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

Form AA201
(rev. 1/2004)

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 SCC.)

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

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.)

** F = Foreman, J = Journeyman, AP = Apprentice

NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY
OFFICE OF DIVERSITY AND EMERGING BUSINESS MARKETS
C/O PROJECT SERVICES

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

Form AA201a
(rev. 1/2004)

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 SCC.

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

Public Law 2005, Chapter 51
(formerly Executive Order 134) and Executive Order 117 (2008)

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).

[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: _____

ADDRESS: _____

_____

FEIN/SSN#: _____

PRINT OR TYPE

_____ (Signature)

_____ (Name)

_____ (Title)

Date: _____

CODE OF ETHICS FOR VENDORS

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

4. No vendor shall cause or influence, or attempt to cause or influence, any Authority 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 Authority 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 Authority 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 Authority 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 Authority'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 Authority Code of Ethics.

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

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 as soon as they enter the construction site. (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)

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FORM "C-2" SUPERVISOR'S INCIDENT INVESTIGATION REPORT – General Liability

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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.)

SITE COMPLIANCE: Provide a general management plan for the SSHSP, including the names and assigned responsibilities of persons that ensure compliance at the worksite:

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:

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.)

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)

Subcontractor(s): (List all trades working on this activity.)

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:

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.)

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)

Subcontractor(s): (List all trades working on this activity.)

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:

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.)

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)

Subcontractor(s): (List all trades working on this activity.)

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:

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.)

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)

Subcontractor(s): (List all trades working on this activity.)

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:

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.)

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)

Subcontractor(s): (List all trades working on this activity.)

SUBPART I – TOOLS–HAND AND POWER

Identify any special conditions that apply.

COMMENTS:

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.)

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)

Subcontractor(s): (List all trades working on this activity.)

SUBPART J – WELDING AND CUTTING

Identify any special conditions that apply.

COMMENTS:

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.)

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)

Subcontractor(s): (List all trades working on this activity.)

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:

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.)

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)

Subcontractor(s): (List all trades working on this activity.)

SUBPART L – SCAFFOLDS

Submit Scaffolding Plan in sketch form to PMF and NJSDA.

COMMENTS:

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.)

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)

Subcontractor(s): (List all trades working on this activity.)

SUBPART M – FALL PROTECTION

Identify any special conditions that may apply

COMMENTS:

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.)

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)

SUBCONTRACTOR(S): (List all trades working on this activity.)

SUBPART N – CRANES, DERRICKS, HOISTS, ELEVATORS, AND CONVEYORS

Identify any special conditions that apply.

COMMENTS:

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.)

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)

SUBCONTRACTOR(S): (List all trades working on this activity.)

SUBPART O – MOTOR VEHICLES, MECHANIZED EQUIPMENT, ETC.

Identify any special conditions that apply.

COMMENTS:

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.)

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)

SUBCONTRACTOR(S): (List all trades working on this activity.)

SUBPART P – EXCAVATIONS

Identify any special materials or applications such as, cofferdams, sheeting, shoring, etc.

COMMENTS:

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.)

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)

SUBCONTRACTOR(S): (List all trades working on this activity.)

SUBPART Q – CONCRETE AND MASONRY CONSTRUCTION

Identify any special conditions that apply.

COMMENTS:

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.)

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)

SUBCONTRACTOR(S): (List all trades working on this activity.)

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:

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.)

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)

SUBCONTRACTOR(S): (List all trades working on this activity.)

SUBPART S – TUNNELS AND SHAFTS, CAISSONS, COFFERDAMS, ETC.

Identify if this section applies or not.

COMMENTS:

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.)

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)

SUBCONTRACTOR(S): (List all trades working on this activity.)

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:

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.)

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)

SUBCONTRACTOR(S): (List all trades working on this activity.)

SUBPART U – BLASTING AND USE OF EXPLOSIVES

Identify if this section applies. If it applies, provide specifics.

COMMENTS:

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.)

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)

SUBCONTRACTOR(S): (List all trades working on this activity.)

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:

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.)

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)

SUBCONTRACTOR(S): (List all trades working on this activity.)

SUBPART W – ROLLOVER PROTECTIVE STRUCTURES, OVERHEAD PROTECTION

Identify any special conditions that apply.

COMMENTS:

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.)

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)

SUBCONTRACTOR(S): (List all trades working on this activity.)

SUBPART X – STAIRWAYS AND LADDERS

Identify any special conditions that apply.

COMMENTS:

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.)

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)

SUBCONTRACTOR(S): (List all trades working on this activity.)

SUBPART Y – COMMERCIAL DIVING OPERATIONS

Identify any special conditions that apply

COMMENTS:

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.)

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)

SUBCONTRACTOR(S): (List all trades working on this activity.)

SUBPART Z – TOXIC AND HAZARDOUS SUBSTANCES

Identify special and/or unusual substances that may be required as part of this project.

COMMENTS:

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.)

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)

SUBCONTRACTOR(S): (List all trades working on this activity.)

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: _____			

NJSDA Form F

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

SDA

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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NJ SCHOOLS DEVELOPMENT AUTHORITY

JOB SAFETY ANALYSIS/TASK HAZARD ANALYSIS

	Job Title/Description:		Date: Page: _____ of _____
Company/Organization:	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: _____

SDA

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

OB 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

DEMOLITION POOL GENERAL CONDITIONS

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ARTICLE 1. CONTRACT COMPONENTS; INTERPRETATION OF CONTRACT DOCUMENTS

1.1 Definitions

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.

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.

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 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.

CHANGE ORDER means a written order, directing or authorizing a Change in the Work. Change Orders shall be executed by the Authority and the Contractor and shall include all adjustments to compensation and time warranted by the Change in the Work.

CLAIM means a demand by the Contractor for (a) a time extension which is disputed by the Authority, or (b) the payment of money or damages, arising from work done by or on behalf of the Contractor in connection with the Contract, that is disputed by the Authority. A Claim will cease to be a Claim upon resolution thereof, including resolution by withdrawal or release or delivery of a Change Order or other amendment to the Contract Documents signed by all parties.

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.

CONTRACT means the entire and integrated agreement between the Contractor and the Authority encompassing all of the Contract Documents.

CONTRACT CHANGE REQUEST means a written request, by the Contractor or the Authority, for an adjustment in the Contract Price, a modification to the Contract Documents or an extension of Contract Time.

CONTRACT COMPLETION means that point in time after Substantial Completion and Final Acceptance and Completion of all School Facilities Projects comprising the School Facilities Package when all requirements of the Contract Documents have been satisfied and final payment has been tendered.

CONTRACT DOCUMENTS means the executed form of contract, General Conditions, Supplementary Conditions, Job Order, Specifications, plans, if any, scopes of work, instructions to bidders and addenda, Price Proposal, Technical Proposal, Change Orders, other amendments, and all exhibits, appendices and documents attached to or referenced in any of the foregoing materials.

CONTRACT PRICE means the sum stated in the Contract, as it may be adjusted in accordance with the Contract Documents, that represents the total amount payable by the Authority to the Contractor for performance of the Work.

CONTRACT TIME means the number of calendar days allotted in the Contract Documents for completion of the Work.

CONTRACTOR means the individual, firm, partnership, Authority, limited liability company, or any acceptable combination thereof contracting with the Authority for performance of the Work (as defined herein) pursuant to the Contract Documents.

DAY means a calendar day, unless otherwise designated.

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.

ENGINEER means the person or entity lawfully practicing engineering that is engaged by the Authority to provide certain services in connection with the Work.

FINAL ACCEPTANCE AND COMPLETION means that point in time when all requirements of all Contract Documents for the Project have been performed; (ii) all items on the Punch List have been performed; (iii) any and all liens have been released; (iv) when all other requirements established in Article 11 have been met; and (vi) when the Authority has made its final payment to Contractor

FORCE MAJEURE EVENT means any 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 the Contract, 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 acts of God, tornadoes, floods, hurricanes, earthquakes, tidal waves, blizzards or other natural disasters, fires, unusually severe or abnormal weather conditions, epidemics, quarantine restrictions, acts of the state or federal government in their sovereign capacity, wars, riots, and civil commotion.

IMPACTED MATERIALS means fill or other materials that contain constituents of concern in excess of NJDEP Soil Remediation Standards.

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.

JOB ORDER means the written directive issued by the Authority describing a specific project scope of work and the location for performance thereof, and authorizing and directing Contractor to commence and perform that work.

NOTICE TO PROCEED means a notice from the Authority to the Contractor authorizing the Contractor to proceed with the Work on a specific Job Order.

PROJECT means demolition, removal, disposal, abatement, earth work, site clearing and/or other activities specified in a particular Job Order.

PROJECT SCHEDULE means the most current schedule for the performance of the work on a specific Job Order as submitted by the Contractor and approved by the Authority, and as described in Article 4 of the Contract Documents and Section 1310 of the Specifications. Initially, the Project Schedule shall be the approved baseline Project Schedule and thereafter it shall be the most recent approved revised Project Schedule.

PROJECT SITE means the geographical location of the place identified in a Job Order where Work is to be performed.

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.

RETAINAGE means money withheld by the Authority from funds otherwise due the Contractor, as delineated in Article 13.

SPECIFICATIONS means that document attached hereto and made a part hereof that sets forth the technical and engineering instructions and parameters governing the performance of the work.

STATE means the State of New Jersey, its departments, agencies, officers and employees.

SUPPLEMENTARY CONDITIONS means a document that may be attached hereto and made a part hereof that sets forth additional conditions or instructions that apply to the work of any Project or Job Order.

WORK means the furnishing of all labor, services, materials, equipment, tools, transportation, supplies and other incidentals to be furnished, provided or performed by the Contractor, as required by the Contract Documents and Job Order(s) issued under the Contract, including all efforts necessary or appropriate to achieve Final Acceptance and Completion thereof.

1.2 Intent

The intent of the Contract Documents is to describe a complete and acceptable Project to be completed by the Contractor in every detail in accordance with the Contract Documents. Any work that may be reasonably inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. Where the Contract Documents describe portions of the Work in general terms, but not in complete detail, it is understood that only the best construction practice is to prevail and only materials and workmanship of the first quality are to be used.

Only where the Contract Documents specifically describe a portion of a Project as being performed by others is the Work deemed not to constitute construction of the entire Project.

1.3 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 "without limitation"; 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 each other gender, where appropriate. When two or more potential 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 Projects, the Package or the Work shall not be deemed all-inclusive. This Contract shall not be construed as if it was prepared by the Authority, but rather as if both parties had prepared it.

1.4 Referenced Standards

Unless otherwise specified by the Authority, any reference in the Contract Documents to a described publication affecting any portion of a Project or the Work shall be deemed to mean the latest edition or revision thereof, including amendments and supplements thereto.

1.5 Explanations

Should it appear that the Work or any of the matters relative thereto is not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply to the Authority in writing for such further written explanations as may be necessary and shall abide by the explanation provided. The Contractor shall promptly notify the Authority of all errors, omissions, inconsistencies or other defects (including inaccuracies and inconsistencies) which it may discover in the Contract Documents, provide written recommendations regarding changes or corrections to resolve any such error, omission or defect, and obtain the Authority's approval before proceeding with the Work affected thereby. The Contractor shall not take advantage of any apparent error or omission, inconsistency or other defect in the Contract Documents.

1.6 Approvals

In all cases where approvals, consents or determinations are required to be provided hereunder, such 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 approval, consent, determination or other decision, the decision shall not be subject to dispute resolution hereunder.

1.7 Plans

The plans, if used in the Work or a particular Job Order consist of general drawings and show such details as are necessary to give a comprehensive representation of the work contemplated. The Contractor shall keep one set of plans available at a Project Site at all times. All alterations affecting the requirements and information given on the plans will be authorized in writing.

Omissions from the plans or Specifications of details of Work which are manifestly necessary 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, but they shall be included as if fully and correctly set forth and described, without entitlement to a Change Order hereunder.

1.8 Order of Precedence

1.8.1 Each of 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 Contract Documents are intended to be complementary and to describe and provide for a complete contract. In the event of any conflict among the Contract Documents, the executed form of contract and all Change Orders shall control. With respect to the other Contract Documents, the order of precedence shall be as set forth below:

(a) General Conditions
(b) Supplementary Conditions
(c) Job Order
(d) Specifications
(e) Plans, if used.

ARTICLE 2. THE AUTHORITY

2.1 Authority Obligations

2.1.1 The Authority shall designate, in writing, one or more representatives who shall have express authority to bind the Authority with respect to certain of the matters requiring the Authority's approval or authorization.

2.1.2 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.

2.1.3 Information and services under the Authority's control shall be furnished with reasonable promptness in accordance with the Contract Documents in order to permit an orderly progress of the Work.

2.1.4 The Authority will secure and pay for required Uniform Construction Code permits.

2.1.5 The Authority will furnish surveys describing the Project Sites, as applicable. The Contractor shall be entitled to rely on the accuracy of this information, but shall exercise proper caution with regard to the safe and legal performance of the Work.

2.1.6 The Authority will have all additional duties and responsibilities specifically assigned to it in other parts of the Contract Documents.

ARTICLE 3. CONTRACTOR

3.1 Responsibility for the Work

3.1.1 The Contractor shall furnish all demolition and other services, provide all materials, equipment and labor and undertake all efforts necessary or appropriate to perform the work in accordance with the requirements of the Contract Documents, the Project Schedule, applicable law, governmental approvals, the approved quality management program, the approved Contractor's safety program, Specifications and the plans, if used, and all other applicable safety, environmental and other requirements, taking into account the limits of each Project Site and all other applicable physical limits resulting from constraints affecting each Project, so as to achieve Final Acceptance and Completion and Contract Completion by the deadlines specified herein, and otherwise to do in a timely manner everything required by and in accordance with the Contract Documents. The Contractor shall not be relieved of obligations to perform the Work in

accordance with the Contract Documents by reviews, tests, inspections or approvals performed by any person, or by the failure of any person to take such action.

3.1.2 The Contractor shall supervise and be responsible for the acts and omissions of the Contractor's employees, agents, officers and subcontractors and other persons performing portions of the Work, as though all such persons were directly employed by the Contractor.

3.2 Review of Contract Documents and Site

3.2.1 The Contractor shall carefully study and review the Contract Documents.

3.2.2 The Contractor acknowledges that, prior to submitting its bid on a particular Job Order, in accordance with prudent and generally accepted engineering and construction practices, it inspected and examined each Project Site and surrounding locations and undertook other appropriate activities sufficient to familiarize itself with the Site to the extent the Contractor deemed necessary or advisable for bidding the Job Order, and as a result of such review, inspection, examination and other activities the Contractor is familiar with and accepts the physical requirements of the Work for such Job Order.

3.2.3. The Contractor shall perform no portion of the Work without Contract Documents, or where required, approved shop drawings, product data or samples for such portion of the Work.

3.3 Quality Management Program

The Contractor shall have full responsibility for quality assurance and quality control for each Project, including provision of and compliance with a quality management program, meeting all of the requirements contained in the Contract Documents.

3.4 Safety Program

The Contractor shall have full responsibility for safety at each Project Site at all times prior to Final Acceptance and Completion of each Job Order. The Contractor shall provide and comply with a Project safety program, meeting all of the requirements contained in the Supplementary Conditions.

3.4.1 The Authority has implemented an OCIP in accordance with N.J.S.A. 18A:7G-44. The Contractor and its subcontractors shall be required to cooperate with the insurance carriers risk control engineer's safety issues and/or related recommendations.

3.5 Scheduling

The Contractor shall at all times schedule and direct the Work to provide an orderly progression of the Work to achieve Completion within the time specified in the Contract Documents, 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.

3.6 Performance as Directed

At all times during the term of the Contract, 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, order or formal Directive, and shall comply with all applicable provisions of the Contract Documents.

ARTICLE 4. TIME; PROJECT SCHEDULE AND PROGRESS

4.1 Time of Essence

Time is of the essence in this Contract.

4.2 Deadlines for Substantial Completion, Final Acceptance and Completion and Contract Completion

The Contractor shall achieve Final Acceptance and Completion, and Contract Completion on or before the dates set forth in the Supplementary Conditions, Job Order, or other bid documents or such other dates for Final Acceptance and Completion as may be established by Change Order. Failure to achieve Final Acceptance and Completion by the dates established by the Contract Documents will result in the application of Liquidated Damages in accordance with Article 12.

4.3 Contract Time/Notice to Proceed

Contract Time shall commence on the start date set forth on the written Notice to Proceed issued by the Authority. 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. Unless otherwise ordered by the Authority in writing, the Contractor shall initiate Work within 5 Days of the start date set forth in the Notice to Proceed. The Contractor shall not be entitled to delay, disruption, acceleration or any other claims arising from a deferred issuance of the Notice to Proceed. The Contractor shall perform no Work prior to the issuance of the Notice to Proceed.

4.4 Construction Progress Schedule

4.4.1 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. The construction of each Project shall be undertaken and completed in accordance with the Project Schedule prepared by the Contractor and approved by the Authority, as described in the Contract Documents. The Contractor shall provide a baseline Project Schedule and shall thereafter provide revised Project Schedules on a monthly basis. The Project Schedule shall, among other things, provide that Final Acceptance and Completion of the Work shall be achieved by the dates required by the Contract Documents. The Project Schedule shall be subject to review and approval by the Authority, and shall be updated monthly and revised periodically as described herein.

4.4.2 The Project Schedule shall be used by the parties for planning and monitoring the progress of the Work and as the basis for determining the amount of the monthly progress payment to be made to the Contractor. The Project Schedule shall also be used by the Authority to determine if the Contractor is adequately planning and executing the Work and conducting activities in accordance with the Contract Documents.

4.5 Delays and Extensions of Time

4.5.1 If the Contractor is delayed in completion of the Work by a Force Majeure Event, the time for attaining Final Acceptance and Completion or Contract Completion, as appropriate, will be extended commensurate with the delay.

4.5.1.1 No time extension will be granted for time lost due to normal seasonal weather conditions. In order to qualify for consideration for a time extension due to unusually severe or abnormal weather conditions, the Contractor must demonstrate that the weather conditions during a given quarterly period (summer, fall, winter, spring) were more

severe at the Project Site, and that these weather conditions critically impacted either the Substantial Completion, Final Acceptance and Completion or Contract Completion date by delaying the performance of Work on the Project's critical path. If unusually severe or abnormal weather conditions are shown to have affected a Project's critical path, a non-compensable time extension will be considered for that portion of the proven weather-related delays which exceeded the normal weather delays which should have been anticipated for the quarterly period in question. No time extensions will be considered for any weather conditions that do not affect work on critical path.

4.5.2 If required under any other provision of the Contract Documents, an extension of time commensurate with the delay will be granted.

4.5.3 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.

4.5.4 The burden of proof for substantiating a request for an extension of time shall be on the Contractor, and shall include evidence that the cause was beyond the control of the Contractor, as well as any other justification and supporting evidence that the Authority requires to evaluate the Contractor's request. If the Authority determines that the Contractor is entitled to an extension of any Contract completion date under the provisions of the Contract Documents, the determination as to the total number of Days of the extension shall be based upon the currently approved Project Schedule and on all data relevant to the extension.

4.5.5 No extension of time will be granted unless the reason for the delay is determined to be totally beyond the control of the Contractor, is due to no direct or indirect fault of the Contractor and results in a direct delay to an activity on a bar chart Project Schedule.

4.5.6 The Contractor shall have no claim for cost escalation for any activity that is completed on or before the late end date shown on the approved baseline Project Schedule.

4.5.7. No extension of time will be granted unless the Contractor makes a written request for an extension to the Authority within seven (7) Days of the first instance of 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, person or firms responsible for the delay, the anticipated extent of the delay, and recommended action to minimize the delay.

4.5.8 The Contractor shall make no claim for damages or additional compensation for any delay in or hindrance to its performance of the Work occasioned by any act or omission by the Authority or any of its representatives or for any reason enumerated in this Article and shall be fully compensated by an extension of Contract Time to complete the performance of the Work, unless the delay or hindrance is caused by the negligence, bad faith, active interference or other tortious conduct of the Authority or its representatives. If the delay is caused by such negligence, bad faith, active interference or tortious conduct, the Contractor shall be entitled to compensation on a time and materials basis, as provided in Article 7.4.4 and Section 1080 of the Specifications.

ARTICLE 5. PROSECUTION AND PROGRESS OF THE WORK

5.1 Supervision

5.1.1 The Contractor shall supervise and direct the Work as skillfully and attentively as possible. The Contractor shall be solely responsible for all demolition, and/or abatement and/or disposal means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. The Contractor shall give the Work the constant attention necessary to

facilitate the progress thereof, and shall cooperate with the Authority and its contractors, agents, servants and employees in every way possible.

5.1.2 When the Contractor is comprised of two or more persons, firms, partnerships, or Authority's functioning on a joint venture basis, said Contractor shall designate in writing, before starting Work, the name of one individual who shall have the authority to represent and act for the joint venture.

The Contractor shall designate in writing before starting Work, a competent superintendent capable of reading and thoroughly understanding the Contract Documents, and who is thoroughly experienced in the type of work being performed. The superintendent shall have the authority to represent and act for the Contractor. One or more alternates to the superintendent, with equal authority and qualifications, may also be designated. The superintendent and all alternates shall be capable of identifying existing and predictable hazards on the Site and working conditions that are unsanitary, hazardous, or dangerous to employees and shall have the authority to take prompt corrective measures to eliminate such hazards and conditions.

5.1.3 The superintendent or the alternate shall be present at a Project Site at all times while Work is actually in progress, irrespective of the amount of Work subcontracted. The superintendent or the alternate shall have full authority to execute orders or direction from the Authority without delay, and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. When Work is not in progress, the Contractor shall have in place a plan, acceptable to the Authority, for responding to an emergency situation that requires emergency work efforts.

5.1.4 Whenever the superintendent or the alternate is not present at a Project Site or at the site of any particular part of the Work, the Authority may suspend all of the Work or the particular part of the Work in reference until the superintendent or the alternate is present. Such suspension shall not be the basis of any claim against the Authority.

5.2 Key Personnel; Character of Employees

5.2.1 Key Personnel. The Contract Documents identify the job categories of "key personnel" for the Package. The Contractor may, at any time, elect to add categories to the "key personnel" list. The Authority shall have the right to review the qualifications and character of each individual to be appointed to a key position (including personnel employed by subcontractors) and to approve or disapprove, in its sole discretion, use of such individual in such position prior to the commencement of any Work by such individual. The Contractor shall notify the Authority in writing of any proposed changes in any key personnel. The Contractor shall not change any key personnel without the prior written consent of the Authority.

5.2.2 Character of Employees. All employees of the Contractor and of each subcontractor shall have the skill, experience, licenses and other qualifications and approvals required to perform the Work assigned to them. If the Authority determines, in its sole discretion, that any person employed by the Contractor or by any subcontractor is not performing the Work in a proper and skillful manner, the Authority in its sole discretion may request in writing that the Contractor or subcontractor remove such person and such person shall not be re-employed on the Package without prior written approval of the Authority, acting in accordance with its sole discretion. If the Contractor or the subcontractor fails to remove such person or persons or fails to furnish skilled and experienced personnel for the proper performance of the Work, the Authority may suspend the affected portion of the Work pursuant to Article 9.2 below.

5.3 Cooperation Between Contractors

5.3.1 The Authority reserves the right to contract for and perform other or additional work on or adjacent to a Project Site at any time.

5.3.2 When separate contracts are let within the limits of a Project Site, or in areas adjacent thereto, the Contractor shall conduct its Work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Moreover, the Contractor assumes the positive obligation of cooperating with such other contractors and coordinating its activities with theirs.

5.3.3 If there is a difference of opinion as to the respective rights of the Contractor and others doing work within the limits of or adjacent to a Project Site, the Authority, in its sole discretion, will decide as to the respective rights of the various parties involved in order to secure the completion of the Authority's work in general harmony and in a satisfactory manner. The decision of the Authority is final and binding and is not cause for claims by the Contractor for additional compensation.

5.3.4 The Contractor hereby waives any and all claims against the Authority for additional compensation that may arise because of inconvenience, delay, or loss experienced by it as a result of the presence and operations of other contractors working within the limits of or adjacent to a Project Site.

5.3.5 The Contractor shall arrange its Work and shall place and dispose of the materials being used so as not to interfere with the operation of the other contractors within the limits of a Project Site or adjacent thereto. The Contractor shall join its Work with that of the others in an acceptable manner and shall perform the Work in proper sequence with that of the others.

5.4 Authority of the Authority

5.4.1 The Authority is responsible for the administration of the Contract. The Authority will decide all questions regarding the quality, acceptability and the rate of progress of the Work; all questions regarding interpretation of the Contract Documents; all questions regarding the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to compensation.

5.4.2 The Authority has the authority to reject defective work or materials.

5.4.3 The Authority has the authority to suspend the Work, wholly or in part, pursuant to Article 9 of the Contract. The Authority may also suspend the Work wholly or in part, for such periods as it deems necessary due to unsuitable weather, for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed to be in the public interest.

5.4.4 The Authority has the authority to suspend partial payments under Article 13 of the Contract due to the failure of the Contractor to correct conditions unsafe for the workers, the students, employees or guests of the Authority or the general public; for failure to carry out provisions of the Contract; or for failure to carry out orders.

5.5 Communications

All communications with the Authority shall be sent to the persons indicated in the Supplementary Conditions or elsewhere in the Contract Documents. Where communications are required by the Contract Documents to be directed to persons other than the Authority, a clear copy shall be sent to the Authority.

5.6 Duties of the Inspector

Inspectors 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. The inspector is not authorized to alter or waive the provisions of the Contract. The inspector is not authorized to issue instructions contrary to the Contract Documents or to act as foreman for the Contractor; however, the inspector has the authority to reject Work subject to confirmation by the Authority.

5.5 Inspection of Work

5.5.1 Each part or detail of the Work is subject to inspection by the Authority or its representatives. The Authority 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 Authority representatives are on or about a Project Site in the course of their employment, they shall be deemed conclusively to be invitees of the Contractor.

5.5.2 At any time prior to Acceptance, at the direction of the Authority, the Contractor shall remove or uncover specified portions of the finished Work that the Authority had previously inspected. After examination, the Contractor shall restore said portions of the Work to the standard required by the Contract Documents. Should the Work so exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering, or making good of the parts removed, will be paid for by the Authority on a time and materials basis; however, should the Work so exposed or examined prove unacceptable, the uncovering, or removing and the replacing of the covering, or making good of the parts removed, will be at no additional cost to the Authority.

5.5.3 The Authority may order any Work done without the Authority's inspection to be removed and replaced at the Contractor's expense. Additional payment for the cost of uncovering, removing, and/or replacing the uninspected Work will be made on a time and materials basis only if all of the following conditions are met:

(a) The Work removed, uncovered, and/or replaced proves to have been acceptable in accordance with the Contract Documents; and
(b) The Contractor gave reasonable notice in writing to the Authority that the uninspected Work was to be performed; and
(c) The Contractor, in performing the uninspected Work, did not do so in the face of a directive from the Authority that such Work not be performed.

5.5.4 The Client School District shall have the right to inspect the Work. Such inspection does not make the Client School District a party to the Contract and shall in no way interfere with the rights of either party hereunder.

5.5.5 The Contractor is responsible for control of the quality of the Work regardless of whether an authorized inspector is present or not. This obligation to perform the Work in accordance with the Contract Documents is not relieved by the observations of the Authority in the administration of the Contract, nor by inspections, tests, or approvals by others. Work not meeting the Contract requirements shall be made good, and unsuitable Work may be rejected, notwithstanding that such Work had been previously inspected and approved by the Authority or that payment therefore has been made.

5.6 Removal of Unacceptable and Unauthorized Work

5.6.1 All Work that does not conform to the requirements of the Contract is unacceptable, unless otherwise determined acceptable under the provisions of this Article. Unacceptable Work, whether the result of poor workmanship, use of defective materials, damage through carelessness, failure to follow directions of the Authority or any other cause shall be removed immediately and replaced in an acceptable manner at no cost to the Authority.

5.6.2 In the event the Authority finds the Work is not in conformance with the Contract Documents, but that reasonably acceptable Work has been produced, the Authority, in its sole discretion, will determine if the Work is to be accepted and remain in place. In this event, the Authority will document the basis of the acceptability of the Work and provide for an appropriate adjustment to the Contract Price for such Work, if it deems such an adjustment to be appropriate. If an appropriate adjustment cannot be negotiated, the Work shall be removed and replaced or otherwise corrected at no cost to the Authority.

5.6.3 If the Contractor fails to comply promptly with any order of the Authority made under the provisions of this Article, the Authority has the right to cause unacceptable Work to be removed or replaced by others and to deduct the costs thereof from any monies due or that may become due the Contractor.

5.7 Testing

5.7.1 Prior to the initiation of any testing required by code, the Contract Documents or the manufacturer, the Authority will provide the Contractor with the names of testing laboratories and firms engaged by the Authority for use on the Project.

5.7.2 The Contractor shall notify the Authority in writing of when it will test Work required to be tested by code, the Contract Documents or the manufacturer. The notice shall be provided no later than five (5) working Days prior to the scheduled test. The Authority will pay for the services of testing laboratories and firms performing tests which are required by code or specified in the Contract Documents as being the responsibility of the Authority. The Contractor shall bear all other testing costs.

5.7.3 The Authority shall have the authority to direct in writing that special or additional tests be performed. The Contractor shall comply and give notice as detailed above.

5.7.4 In the event such special or additional inspections or testing reveals that the Work does not comply with the terms and conditions of the Contract, the Contractor shall bear all costs incurred by the Authority made necessary by such noncompliance.

5.7.5 The Contractor shall utilize the inspection and testing services of entities engaged by the Authority. Failure to use such entities shall be grounds for rejection of the inspection or test as non-conforming.

5.7.6 All test reports submitted to the Authority by the Contractor shall be accompanied by a certification signed by the Contractor, attesting to the Contractor's knowledge of the contents of the submittal, its acceptance of its findings, acknowledgment that material testing meets the required standards, and a certification that the report accurately represents all of the facts contained therein. Failure to provide the written certification shall be grounds for rejection of the submittal.

5.7.7 In addition to tests performed by the Contractor, the Authority reserves the right to engage an independent testing agency or firm to perform testing inspections. The Contractor shall provide full access, provide samples, and cooperate fully with any such testing agency or firm.

5.8 Equipment and Materials

5.8.1 The Contractor warrants to the Authority that all materials and equipment furnished under the Contract will be new, unless otherwise specified, and that all Work will be of good quality, free from faults, defects, and in conformance with the Contract Documents. All Work 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 the Contract Documents.

5.8.2 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 its representative at each Project Site to accept delivered materials, as such materials will not be accepted for delivery by the Authority.

5.8.3 Storage of materials is the responsibility of the Contractor. Materials shall be stored to ensure the preservation of their quality and fitness. Stored materials, even though approved before storage, may again be inspected prior to their use on a Project. Stored materials shall be located so as to facilitate their prompt inspection. With the approval 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 the Contractor's expense. Private property shall not be used for storage purposes without written permission of the owner or lessee. Copies of such written permission shall be furnished to the Authority prior to storage. Storage sites shall be restored to their original condition at no cost to the Authority.

5.8.4 No materials, equipment, or supplies for the Work 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.

5.9 Substitutes or "Or Equal" Items

5.9.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary 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 substitution is permitted, material and equipment of other suppliers may be accepted if sufficient information is submitted by the Contractor to allow the Authority to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material or equipment will not be accepted from anyone other than the Contractor.

5.9.2 If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall make written application to the Authority for approval thereof, certifying that the proposed substitute performs adequately the functions and achieves the results called for by the Contract Documents, is equal or similar to that specified, and is suited to the same use as that specified. The application shall state that the evaluation and approval of the proposed substitute does not prejudice the Contractor's achievement of Final Acceptance and Completion in accordance with the Contract Time. It shall also state whether or not approval of the proposed substitute for use in the Work requires a change in any of the Contract Documents to adapt the design to the proposed substitute, and whether or not inAuthority or use of the substitute in

connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application, and available maintenance, repair, and replacement service shall be indicated. The application shall also contain an itemized estimate of all costs that result directly or indirectly from approval of such substitute, including costs of redesign, all of which will be considered in evaluating the proposed substitute. The Authority may require the Contractor to furnish additional data about the proposed substitute.

5.9.3 If a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents, the Contractor may furnish or use a substitute means, method, technique, sequence or procedure of construction which is acceptable, if the Contractor submits sufficient information to allow the Authority to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The information provided by the Contractor shall conform with the information required in Article 5.9.2 above.

5.9.4 The Authority shall be allowed a reasonable time within which to evaluate each proposed substitute. The Authority will be the sole judge of acceptability, and no substitute shall be ordered, installed, or used without the express written approval of the Authority. If approval is given, it shall be understood to be on the condition that the Contractor shall remain fully responsible for producing Work in conformity with Contract requirements.

5.9.5 If, after trial use of the substituted materials, equipment, means, method, technique, sequence, or procedure of construction, the Authority determines that the Work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute and shall complete the remaining Work with the specified materials, equipment, means, method, technique, sequence, or procedure of construction. The Contractor shall remove the deficient Work and replace it as specified, or take such other corrective action as the Authority may direct.

5.9.6 The Authority will not permit any increases in Contract Price or extensions of Contract Time as a result of the use of authorized substitutes.

5.9.7 The Authority may require the Contractor to furnish, at no cost to the Authority, a special performance guarantee or other surety with respect to any substitute.
59.8 When the Contract Documents permit the use of more than one type of material, equipment, or product, only one type is to be used throughout the Package.

5.10 Acceptance and Rejection of Materials, Equipment and Furnishings

5.10.1 When specified by the Contract Documents, certain materials, equipment, assemblies, and furnishings, will be accepted only on the basis of certificates of compliance stating that such materials, equipment, furnishings or assemblies fully comply with the requirements of the Contract. The form of certificates of compliance must be approved by the Authority.

5.10.2 The Contractor shall require the manufacturer or supplier to furnish the number of copies of certificates of compliance specified in the Contract Documents with each delivery of materials, equipment, assemblies and furnishings. The Contractor shall provide these copies to the Authority.

5.10.3 Certificates of compliance shall contain the following information:

(a) Project to which the material is consigned.
(b) Name of the Contractor to which the material is supplied.
(c) Kind of material supplied.

(d) Quantity of material represented by the certificate.
(e) Means of identifying the consignment, such as label marking, seal number, or other identifying mark.
(f) Date and method of shipment.
(g) Statement that the material has been tested and found in conformity with the pertinent Contract requirements stated in the certificate.
(h) Signature of a person having legal authority to bind the supplier.
(i) Signature attested to by a notary public or other properly authorized person.

5.10.4 Payments will not be made for materials, equipment, assemblies or furnishings specified for acceptance on the basis of certificates of compliance until the Authority has received such certificates.

5.10.5 Materials or assemblies, used on the basis of certificates of compliance, may be sampled and tested at any time. If found not to be in conformance with the Contract requirements, such materials and assemblies will be rejected whether in place or not.

5.10.6 All materials, equipment, assemblies and furnishings, whether in place or not, which do not conform to the requirements of the Contract Documents, shall be considered as unacceptable, and shall be rejected and removed immediately from the Project Site, unless otherwise directed. Rejected materials, equipment, assemblies or furnishings, the defects of which have been corrected, shall not be used until approval has been given.

5.11. Use of Explosives

5.11.1 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 new Work. The Contractor shall be responsible for all damage resulting from the use of explosives.

5.11.2 A pre-blasting meeting will be scheduled by the Authority with the Office of Safety Compliance, Mine Safety and Explosives, New Jersey Department of Labor. The Contractor shall attend the pre-blasting meeting. No blasting will be permitted prior to the pre-blasting meeting.

5.11.3 Explosives shall be stored safely under lock and key. The storage places shall be marked plainly **DANGEROUS EXPLOSIVES**. The storing and handling of explosives and highly inflammable materials shall conform to the regulations of the Office of Safety Compliance, Mine Safety and Explosives, New Jersey Department of Labor, and to local regulations relating thereto. Proper means shall be used to avoid blasting damage to public and private property. All persons within the danger area shall be warned and given time to withdraw.

5.12 Cut-overs and Interruptions

All cut-overs or interruptions of mechanical and electrical services to existing buildings shall be approved, scheduled and coordinated in advance with the Authority and performed at a time convenient to the occupants so as not to unreasonably interfere with their operations.

5.13 Security

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, until Final Acceptance and Completion of the Work pertaining to that site. The Contractor shall

be responsible for the security of any stored materials and/or temporary structures that it has located on a Project Site.

5.14 Photographs

5.14.1 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

5.14.2 With each application for payment, the Contractor shall submit 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").

5.15 Temporary Facilities

The Contractor shall provide such storage areas, employee vehicular parking areas, staging areas, excavation borrow/spoils designated areas, commercial canteen areas, field offices, telephones, toilet facilities, and other temporary facilities required by the Contract Documents or which are necessary to perform the Work. The Contractor shall locate these areas to suit Project requirements, subject to approval of the Authority.

5.16 Temporary Services and Enclosures

The Contractor shall provide such temporary electricity, water, or other utilities, as required by the Contract Documents, or which are necessary to perform the Work. The Contractor shall also supply such temporary enclosures and heat, as required by the Contract Documents, or which are necessary to perform the Work.

5.17 Access, Roads and Walks

5.7.1 The Contractor shall be responsible for providing and maintaining unobstructed traffic lanes on the designated construction access routes, either shown on the Contract drawings or reasonably required for the performance of the Work. The Contractor shall provide and maintain all required safety devices. The Contractor shall provide, place, grade and compact all necessary materials, to maintain such routes, and shall remove snow and debris as necessary to provide and maintain in serviceable condition the access roadbed, as well as pedestrian ways.

5.17.2 The Contractor shall be responsible for constructing and keeping all roadways, drives and parking areas within or proximate to the Site free and clear of debris, gravel, mud or any other Site materials, by ensuring that all reasonably necessary measures are taken to prevent such materials from being deposited on such surfaces. These efforts include, as may be appropriate, the cleaning of vehicle wheels and undercarriages prior to exit from the Site. The Contractor shall be responsible for any citations, fines, or penalties imposed on it, the State, the Authority, or the Client School District for failing to comply with applicable local rules and regulations.

5.17.3 The Contractor shall obtain permission in writing from the Authority before using for construction purposes any existing driveways or parking areas not specifically designated for such use in the Contract Documents. The Contractor shall maintain such driveways and areas in good condition during the construction period, and at Final Acceptance and Completion, shall leave them in the same condition as at the start of the Work. Conditions before use shall be carefully photographed or otherwise documented by the Contractor.

5.17.4 The Contractor shall not commence construction of permanent driveways, parking areas or walks without the written approval of the Authority.

ARTICLE 6. SUBCONTRACTORS

6.1 Approval of Subcontractors

6.1.1. 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 Project pursuant to regulation, Authority procedures, or the requirements of the Contract Documents.

6.1.2. 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.

6.1.3. No subcontractor shall perform Work on the Project until it has been approved by the Authority, which approval shall not be granted until Authority confirmation of 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 verification of any applicable trade licenses, business permits, and/or certificates.

6.1.4. The Contractor shall list in its bid proposal all subcontractors required by the Contract Documents to be included therein.

6.1.5. As soon as a potential additional subcontractor has been identified by the Contractor, but in no event less than fourteen (14) Days prior to the scheduled initiation 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 will notify the Contractor in writing whether the subcontractor has been approved or advise the Contractor of the reasons for disapproval of the subcontractor. If a proposed subcontractor is disapproved, the Contractor may submit another candidate for approval.

6.1.6. The Authority 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 Authority, nor shall the Contractor be entitled to reimbursement or time extensions in connection with such disapproval.

6.2 Substitution of Subcontractors

The Contractor shall make no substitution of any subcontractor previously approved without written notification to the Authority and the receipt of the Authority's written approval for such substitution. The Contractor shall submit substitutions for any subcontractor no less than fourteen (14) Days prior to the initiation of work by the Subcontractor.

6.3 Contractor's Obligation for Subcontracted Work

The Contractor shall remain fully responsible to the Authority for the proper performance of the Contract irrespective of whether the work is performed by the Contractor's own forces or by subcontractors engaged by the Contractor. Approval of a subcontractor by the Authority shall not relieve the Contractor of the responsibility of complying with all provisions of the Contract Documents and does not imply approval of any Work performed by the subcontractor. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the Authority.

6.4 Payments to Subcontractors

The Contractor shall comply with the provisions of N.J.S.A 52:32-40, N.J.S.A 52:32-41 and N.J.S.A 2A:30A-1 and -2, concerning the prompt payment of subcontractors.

ARTICLE 7. CHANGES IN THE WORK

7.1 General

7.1.1 The Authority reserves the right to make such alterations, deviations, additions to, or omissions from the Contract Documents as it deems necessary for the satisfactory completion of the Work. Such increases, decreases, alterations or omissions shall not invalidate the Contract or release the surety, and the Contractor shall accept the Work as altered, the same as if it had been a part of the original Contract.

7.1.2 Changes in the Work may be accomplished by Change Order, Construction Change Directive or order for a minor change in the Work, consistent with the procedures and requirements set forth in this Article 7.

7.2 Change Orders

7.2.1 A Change Order shall not be effective for any purpose unless executed by the Authority and the Contractor.

7.2.2 Change Orders may be issued for one or more of the following purposes:

(a) to modify the scope of the Work;
(b) to revise the Contract Time;
(c) to modify the sequence, method or manner of performance of the Work;
(d) to adjust the Contract Price; or
(e) to revise other terms and conditions of the Contract Documents.

7.3 Contract Change Requests

7.3.1 Within ten (10) Days of encountering a condition, event or occurrence that allegedly causes or necessitates a change in or addition to the Work, the Contractor shall so notify the Authority in writing. The Contractor's notice shall include a full explanation of the circumstances and any Contract Price or Contract Time adjustment it deems warranted by the Change in the Work.

7.3.2 Within ten (10) Days of receipt from the Authority of a Contract Change Request that proposes or directs a Change in the Work, the Contractor shall provide to the Authority any Contract Price or Contract Time adjustment it deems warranted by the Change in the Work.

7.3.3 Each request for Contract Time or Contract Price adjustments shall contain a written representation by the Contractor that the requested adjustments include all known and anticipated impacts or amounts, direct, indirect and consequential, which may be incurred as a result of the event, occurrence or condition giving rise to the requested Change in the Work.

7.3.4 Each request for Contract Time adjustments shall be accompanied by copies of both the current approved Project Schedule and a proposed revision to that Schedule incorporating the changed Work and the effect of such changed Work on the Schedule. Failure to provide the required schedule data shall be grounds for rejection of the Construction Change Request.

7.3.5 Following the submission of the Contract Change Request, the Contractor shall diligently continue performance of all other Work to the maximum extent possible, in accordance with the Contract Documents, unless otherwise directed by the Authority.

7.4 Changes Warranting an Increase in the Contract Price

For each Change in the Work that warrants an increase in the Contract Price, the Authority shall specify whether the Contract Price will be adjusted on a lump sum, unit price or time and materials basis.

7.4.1 The Contractor shall submit a lump sum proposal to the Authority within ten (10) Days of its being requested. The Contractor's proposal shall be itemized and segregated by labor and materials for the various components of the Change in the Work (no aggregate labor total will be acceptable), shall accord with 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 in Authority therein. The proposal shall also include the Contractor's estimate of any increase in Contract Time necessitated by the Change in the Work.

7.4.2 In the event that the Contractor fails to submit its lump sum proposal within the designated time, the Authority may issue a Construction Change Directive and order the Contractor to proceed with the Change in the Work and the Contractor shall so proceed. In such an event, the Authority may choose to make a determination of the reasonable cost and time to perform the Change in the Work, based on its own estimates, the Contractor's submission or a combination thereof.

7.4.3 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, and the Authority does not elect to have the Change in the Work performed on a time and materials basis, the Authority may choose to make a determination of the reasonable cost and time to perform the Change in the Work, based on its own estimates, the Contractor's submission or a combination thereof.

7.4.3.1 A Change Order shall be issued in this case for the cost and time determined by the Authority and shall become binding upon the Contractor unless the Contractor memorializes its protest in writing on the Change Order within thirty (30) Days of the issuance of the Change Order.

7.4.3.2 Irrespective of whether or not the Contractor and the Authority are in agreement regarding the cost and time associated with performing the Change in the Work, the Authority may issue a Construction Change Directive and order the Contractor to perform the Change in the Work. Failure of the parties to reach agreement regarding the cost and time of performing the Change in the Work and/or any pending protest, shall not relieve the Contractor of its obligation to perform the Change in the Work promptly and expeditiously.

7.4.4 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.

7.4.4.1 The Contractor shall submit to the Authority daily time and materials tickets, to include the identification number assigned to the Change in the Work, the location and

description of the Change in the Work, the classification of labor employed (and names and social security numbers), the materials used, the equipment rented (not tools) and such other evidence of cost as the Authority may require.

7.4.4.2 The Authority may require authentication of all time and materials tickets and invoices by persons designated by the Authority for such purpose. The failure of the Contractor to secure any required authentication shall, if the Authority elects to treat it as such, constitute a waiver by the Contractor of any claim for the cost of that portion of the Change in the Work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the Authority shall not constitute an acknowledgement by the Authority that the items thereon were reasonably required for the Change in the Work.

7.4.5 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 another contractor.

7.5 Changes Warranting an Adjustment in Contract Time

All requests for additional Contract Time associated with Changes in the Work shall be processed, evaluated and resolved in accordance with Article 4.

7.6 Indirect Costs

The Contractor shall not be entitled to any amount for indirect costs, damages or expenses of any nature, including, but not limited to, labor inefficiency, wage, material or other escalations beyond the lump sum, unit price or time and materials calculations provided for in this Article 7 and in Section 1080 of the Specifications, regardless of any delays, interferences, 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 Article 7. 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, as compensable hereunder, and an extension of the Contract Time, but only in accordance with the provisions of Article 4.

7.7 Changes Requiring a Decrease in Contract Price

If a Change in the Work will result in a decrease in the Contract Price, the Authority may request a quotation by the Contractor of the amount of such decrease for use in preparing a Change Order. The Contractor's quotation, based on the requirements of Section 1080 of the Specifications, shall be forwarded to the Authority within five (5) Days of the Authority's request and, if acceptable to the Authority, shall be incorporated in the Change Order.

7.8 Disputes Regarding Changes

7.8.1 If any dispute should arise between the parties with respect to an increase or decrease in the Contract Price or the Contract Time as a result of a Change in the Work, the Contractor shall not suspend performance of a Change in the Work or the Work, itself, unless otherwise so ordered by the Authority in writing. The Authority shall, however, pay to the Contractor up to the Authority's reasonably estimated value for the Change in the Work, regardless of the dispute, if the Change in the Work results in an increase in the Contract Price; and the Authority shall have the right to decrease the Contract Price up to the Authority's reasonably estimated value of the Change in the Work, regardless of the dispute, if the Change in the Work results in a decrease in the Contract Price.

7.8.2 No claim relating to or flowing from a Change in the Work shall be allowed, unless it is memorialized in writing on the Change Order related to that Change in the Work prior to execution by the Contractor.

7.9 Minor Changes In the Work

7.9.1 The Authority shall have authority to order minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Authority and the Contractor. The Contractor shall carry out such written orders promptly.

7.9.2 The Contractor shall not perform any Changes in the Work unless authorized in writing by the Authority.

7.10 Differing Site Conditions

7.10.1 If, during the progress of the Work, the Contractor encounters subsurface and/or latent conditions at a Site that materially differ from those shown on the plans or indicated in the Specifications or physical conditions of an unusual nature that materially differ from those ordinarily encountered and generally recognized as inherent in work of the character and in the location of the Project Site, it shall immediately give notice to the Authority of such conditions before they are disturbed.

7.10.2 Upon receipt of the written notice, the Authority shall promptly investigate the conditions and if it finds that they materially differ from those shown on the plans or indicated in the Specifications, the Authority shall cause such changes in the plans and/or Specifications as are necessary.

7.10.3 Any increase or decrease in cost or time resulting from such changes shall be adjusted in the manner provided for Changes in the Work in this Article 7.

7.10.4 The Authority shall not be liable or responsible for additional work, costs or changes to the Work due to material differences between actual conditions and the conditions indicated by any geotechnical, soils or other reports, surveys and analyses made available for the Contractor's review.

7.10.5 No adjustment in Contract Time or Contract Price that would result in a benefit to the Contractor will be allowed unless the Contractor provides the written notice required in this Article 7.10.

ARTICLE 8. INSURANCE AND BONDS

8.1 Performance and Payment Bonds

8.1.1 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 statutory form, in an amount equal to 100 percent of the Contract Price, guaranteeing the due and punctual performance of all obligations of the Contractor under the Contract Documents.

8.1.2 The surety must be currently authorized to do business in the State of New Jersey.

8.1.3 The bonds shall cover all guarantees and warranties required by the Contract, 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.

8.1.4 Bonds must be legally effective as of the date the Contract is signed. Each bond must indicate the Contractor's name exactly as it appears on 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.

8.1.5 No Contract shall be executed by the Authority unless and until the required bonds are submitted and approved by the Authority.

8.2 Contractor Insurance and Authority's Owner Controlled Insurance Program Coverage

8.2.1 Owner Controlled Insurance Program Coverage. The Authority has implemented an Owner Controlled Insurance Program (OCIP") in accordance with N.J.S.A. 18A:7G-44. The terms and conditions of this Section 8, addressing the OCIP and Contractor insurance requirements, shall apply to this Contract and any Job Orders executed hereunder. In addition, 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. The OCIP will provide General Liability and Excess Liability coverage. Through the OCIP, the Authority shall provide coverage to all eligible Contractors and eligible subcontractors of every tier providing direct labor on a Project, except as otherwise provided herein. Firms providing temporary labor services and leasing companies are to be treated as subcontractors for OCIP enrollment purposes. Certain types of trades or services are not eligible for enrollment in the OCIP, as set forth in Section 8.3 below. The Authority shall pay all premiums associated with the OCIP, including deductibles or self-insured retention, unless otherwise provided in the Contract Documents.

8.2.2. Contractor and Subcontractor Insurance Requirements. Although the 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 the OCIP, therefore, an 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 8.2.13 below.

8.2.3. Risk Management Unit. OCIP management shall be handled by the Authority's Risk Management Unit and OCIP Administration Services Provider (collectively, the "RMU"). All OCIP questions are to be directed to the RMU.

8.2.4. Mandatory Enrollment. Enrollment in the OCIP is mandatory, but not automatic. The Contractor shall be required to notify the RMU of all subcontractors of every tier providing direct labor on the Project and follow enrollment procedures as provided by the Authority in the NJSDA OCIP Insurance Procedures Manual. Any failure on the part of the Contractor to comply with this notification requirement may negate coverage under the OCIP, and the Contractor shall bear all risk associated with any such lack of coverage.

8.2.5. Coverage Term. The term of OCIP coverage shall extend and terminate as follows:

General Liability, Umbrella/Excess Liability coverage of the Contractor shall extend to and terminate upon the occurrence of Final Acceptance and Completion of the work of each Job Order.

8.2.5.2. Coverage of Subcontractors. General Liability, Umbrella/Excess Liability coverage provided to any subcontractor shall extend to and terminate upon the earlier of: (i) the occurrence of Final Acceptance and Completion of the Project, as such is defined in Article 1, or (ii) the completion of such subcontractor's work at the Project Site.

8.2.5.3. 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 8.3.2 below for the performance, after Final Acceptance and Completion of the Project, as such is defined in Article 1, of any warranty Work on the Project pursuant to Article 19, and in no event shall such Work be subject to coverage under the OCIP.

8.2.6. Authority's Right to Terminate OCIP Coverage.

8.2.6.1. Right to Terminate the OCIP. The Authority has the right to terminate or to modify the 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 evidencing such insurance shall be provided to the Authority prior to the effective date of the termination or modification of the OCIP coverage. The Authority shall reimburse the Contractor and subcontractors for the reasonable cost of such replacement insurance.

8.2.6.2. Right to Terminate Enrollment. The Authority has the right to terminate the enrollment in the OCIP or any portion thereof of the Contractor or any of its subcontractors. 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 subcontractor shall be required to obtain such replacement insurance coverage as may be specified by the Authority. Certificates evidencing such insurance shall be provided to the Authority prior to the effective date of the termination of coverage under the OCIP. The Contractor or subcontractor shall be required to invoice the Authority for the reasonable cost of such replacement insurance. Notwithstanding anything to the contrary, in the event this Contract is wholly terminated for convenience or for cause pursuant to Article 10 Section 10.3, OCIP coverage shall terminate as set forth in the Order of Termination for Convenience or Order for Termination for Cause, as the case may be.

8.2.7. Waiver of Subrogation. The Contractor waives all rights of subrogation and recovery against the Authority and subcontractors of all tiers to the extent of any loss or damage, including damage to any property or equipment, insured under the OCIP. The Contractor shall require all subcontractors of all tiers enrolled in the OCIP to include in their contracts with the Contractor the same waiver of their rights to subrogation and recovery.

8.2.8. No Release. The provision of the OCIP by the Authority shall in no way be interpreted as relieving the Contractor of any other responsibility or liability under the Contract Documents or any applicable law, statute, regulation, or court order, including, but not limited to, the risk of loss and indemnification obligations under Article 16.

8.2.9. OCIP Provided Coverage. The terms and conditions of such policies or programs, as such policies or programs may be from time to time amended, are incorporated by reference. Contractor agrees to be bound by the terms of coverage as contained in such insurance policies.

8.2.9.1 Commercial General Liability Insurance shall be provided on an "occurrence" form under a master liability policy. Certificates of Insurance will be provided to the Contractor and all tiers of 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 and 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 Only.

8.2.9.2. Excess Liability Insurance shall be provided under a master liability policy. Certificates of Insurance will be provided to the Contractor and all tiers of Subcontractors reflecting the following Limits of Liability:

$150,000,000	per occurrence
$150,000,000	aggregate.

Insurance Certificates and Policies. Each enrolled Contractor and all tiers of enrolled subcontractors shall receive Certificates of Insurance evidencing the General Liability and Umbrella/Excess Liability coverage. The related policies shall be available for review by the Contractor upon request to the RMU. The Contractor and its subcontractor shall be bound by the terms of coverage as contained in such insurance certificates and/or policies.

8.2.12. Contractor and Subcontractor OCIP Responsibilities. The Contractor and subcontractors of all tiers enrolled in the OCIP shall cooperate with the Authority and the RMU in the administration and operation of the OCIP. Such responsibilities and cooperation shall include, but not necessarily be limited to, the following:

Ensuring that no enrolled subcontractor shall commence Work at the Project Site until it has received prior approval from the RMU.

Compliance with all applicable safety program, administrative, and claims procedures, as outlined in the respective manuals.

Promptly providing necessary contract, operations, safety, and insurance information.

Promptly responding to RMU or insurance company requests for claims, payroll, or other information.

Attending periodic meetings regarding administration, claims review, or safety.

Completing all OCIP forms required by the RMU or applicable manual.

8.2.13. Supplemental Insurance Requirements of Contractor and Subcontractors. As provided in Section 8.2.2, notwithstanding enrollment in the OCIP, the Contractor and it's subcontractors of every tier providing direct labor on the Project must, upon enrollment in the OCIP, attach to the required enrollment forms, certificates of valid insurance evidencing current coverage for the On-

site and Off-site exposures enumerated below, which are not provided by the OCIP. 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-" or better by A.M. Best Company. The insurance certificates and policies must provide for thirty (30) Days written notice to the RMU prior to cancellation of coverage for any reason except non-pay. For purposes of this Section 8.2.13, "Off-Site" shall include, but not necessarily be limited to, the 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. The following are the insurance requirements, and related insurance provisions of this Contract:

8.2.13.1. Off-Site and On-Site Business Automobile Liability: Business Automobile Liability insurance covering the operations, maintenance and use, loading and unloading of all owned, hired, and non-owned vehicles used in connection with the project. The limits of liability shall not be less than $1,000,000 combined single limit each accident. The policy shall name the Authority, the Authority, the New Jersey Department of Education, the State, the Engineer, and their respective directors, officers, members, employees and agents as additional insureds.

8.2.13.2. Off-Site and On-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 to be engaged in the performance of work. This policy shall include Employer's Liability protection with a limit of liability of not less than the following:

(a) Bodily Injury by Accident	$500,000 each accident
(b) Bodily Injury by Disease	$500,000 each employee
(c) Bodily Injury by Disease	$500,000 policy limit.

8.2.13.3. Off-Site Commercial General Liability: Commercial General Liability insurance, written as broad as the standard coverage form currently in use in the State of New Jersey, and not 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 $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 the OCIP coverage, and the cost thereof shall in no way be charged to or paid by the Authority. The policy shall name the Authority, the Authority, the New Jersey Department of Education, the State, the Engineer, and their respective directors, officers, members, employees and agents as additional insureds.

8.2.13.4. 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 which has been included in the Contract, equipment, and tools used by the Contractor 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 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 Work.

8.2.13.5. Right to Remedy. If the Contractor fails to provide insurance as required in this Section 8.2.13, 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.

8.2.13.6. No Recourse. There shall be no recourse against the Authority or the State for payment of premiums or other amounts with respect to the insurance required by this Section 8.2.13.

8.2.13.7. Disclaimer. The Contractor and each subcontractor has responsibility to make sure 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.

8.3 Contractors and Subcontractors Ineligible for OCIP

8.3.1. Types of Ineligible Contractors and Subcontractors. Contractors and Subcontractors of the types set forth 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 Contractors and Subcontractors from enrollment in the OCIP. The following shall be Ineligible Contractors and Subcontractors:

(a) 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 involving explosives above ground;
(i) Lead, asbestos, & hazardous materials abatement;
(j) Off-site fabricators; and
(k) Material Dealers

8.3.2. Insurance Requirements of Ineligible Contractors and Subcontractors. Unless otherwise directed by the Authority, the Ineligible Contractors and Subcontractors shall purchase and maintain at their own expense the insurance coverages set forth below. Prior performing any Work, the Ineligible Contractor and Ineligible Subcontractor must furnish the RMU with certificates of insurance together with declaration pages, in a form satisfactory to the Authority, showing compliance with this Section 8.3.2. Insurance binders are not acceptable as proof of insurance coverage. The insurance shall be purchased and maintained from insurance companies that are authorized to transact the business of insurance in the State of New Jersey and are rated "A-" or better by A.M. Best Company. The insurance certificates and policies must provide for thirty (30) Days written notice to the RMU prior to cancellation of coverage for any reason except non-payment of premium. The coverages enumerated below shall protect the Contractor, the Authority, the Authority, the New Jersey Department of Education, the State, the Engineer, 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 Contractor or Subcontractor, its employees, officers, agents, subcontractors or other individuals or entities for whom the Ineligible Contractors or Subcontractor may be contractually or legally responsible while performing Work. The required coverages are as follows:

8.3.2.1. 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 $1,000,000 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 $1,000,000.

8.3.2.2. Off-Site/On-Site Asbestos, Lead, and Hazardous Material Abatement, Transportation and/or Disposal: Where applicable to the Project, Contractors Pollution Liability with minimum limits of $5,000,000 per occurrence and $5,000,000 aggregate for all operations conducted.

8.3.2.3. 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 which has been included in the Contract, equipment, and tools used by the Contractor 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 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 Work. The Contractor shall indemnify, defend, and hold the Authority and its officers, agents, and employees harmless from any such loss, theft, or disappearance.

8.3.2.4. Business Automobile Liability. The Contractor shall carry Business Automobile Liability insurance covering the operations, maintenance and use, loading and unloading of all owned, hired, and non-owned vehicles used in connection with the project. The limits of liability shall not be less than $1,000,000 combined single limit each accident.

8.3.2.5. 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 Contractor 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:

(a) Bodily Injury by Accident	$500,000 each accident
(b) Bodily Injury by Disease	$500,000 each employee
(c) Bodily Injury by Disease	$500,000 policy limit.

8.3.3. Endorsement and Waivers. The Commercial General Liability, Pollution Liability, Automobile Liability and Excess/Umbrella policies required to be provided by the Contractor shall contain or be endorsed to contain the following provisions:

(a) The Contractor, the Authority, the Authority, the New Jersey Department of Education, the State, the Engineer, and their respective directors, officers, members, employees and agents shall be covered as additional insureds.

(b) For any claims related to the Project, the Ineligible Contractor's and Ineligible Subcontractor's insurance coverage shall be primary insurance with respect to the Authority, the Authority, the New Jersey Department of Education, the State, the Engineer, and their respective directors, officers, members, employees and agents and Contractor warrants that coverage shall 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 or the State, and their respective directors, officers, members, employees and agents, shall be excess of the Ineligible Subcontractor's insurance, and shall not contribute with it.

(c) Any failure on the part of the Ineligible Contractor or Subcontractor to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of the Ineligible Subcontractor 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, the Authority, the New Jersey Department of Education, the State, and their respective directors, officers, members, employees and agents.

(d) The Ineligible Subcontractor's 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.

8.3.4. 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.

8.3.5. No Recourse. There shall be no recourse against the Authority or the State for payment of premiums or other amounts with respect to the insurance required of Ineligible Subcontractors hereunder.

8.3.6. 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 Contractor's Contract Price shall be reduced by the amount paid for such insurance.

ARTICLE 9. SUSPENSION OF THE WORK

9.1 Suspension for Convenience

9.1.1 The Authority may order the Contractor in writing to suspend all or any part of the Work for such period of time as the Authority may determine to be appropriate for the convenience of the Authority. If performance of all or any part of the Work is for any period of time suspended, delayed or interrupted by an act of the Authority in administration of the Contract, an adjustment pursuant to Article 7.4 will be made for the increase in the cost of performance of the Work, An extension of Contract Time may also be granted as provided in Article 4, if appropriate.

9.1.2 No adjustment will be made under this Article for any suspension, delay or interruption, to the extent that performance of the Work would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or if such adjustment is provided or excluded under any other provision of the Contract.

9.1.3 Failure of the Authority to consider the Work suspended and to allow for an adjustment in the Contract Price or in Contract Time will not bar recovery under the foregoing provisions, provided the Contractor gives written notice to the Authority within ten (10) Days of the start of the alleged suspension. Failure of the Contractor to give such written notice pursuant to the provisions of this Section shall constitute a waiver of any and all claims for a Contract Price adjustments or extensions in Contract Time arising from the alleged suspension.

9.2 Suspension of the Work for Other Reasons

The Authority may suspend the Work, wholly or in part, for such period as the Authority deems necessary because of a failure on the part of the Contractor to carry out orders given or to perform 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 be resumed 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 because of such suspension.

9.3 Site Safety

In the event that a suspension of Work is ordered under this Article, the Contractor shall undertake all Work necessary to secure the safety of the Site for the protection of persons at the Site, students,

employees and guests of the Client School District and the public, and to protect the permanent and temporary construction.

ARTICLE 10. DEFAULT AND TERMINATION

10.1 Default of Contractor

10.1.1 The Contractor shall be in default under this Contract upon occurrence of any one or more of the following events or conditions, following notice and opportunity to cure (if applicable), as specified in Section 10.1.2.

(a) The Contractor fails either (i) to promptly begin the Work under the Contract Documents or (ii) to prosecute the Work in accordance with the Project Schedule; or

(b) The Contractor fails to perform the Work in accordance with the Contract Documents, including conforming to applicable standards in performing the Work; the Contractor refuses to remove and replace rejected materials or unacceptable Work; or

(c) The Contractor discontinues the prosecution of the Work (exclusive of Work stoppage (i) due to termination by the Authority, or (ii) due to and during the continuance of a Force Majeure Event or suspension by the Authority; or

(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 do so or (if applicable) after cessation of the event preventing performance; or

(e) The Contractor shall have become insolvent, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts or makes an assignment for the benefit of creditors; or

(f) The commencement of insolvency, receivership, reorganization or bankruptcy proceedings by or against the Contractor; or

(g) Any representation or warranty made by the Contractor in its bid documents, the Contract Documents or any certificate, schedule, instrument or other document delivered by the Contractor pursuant to the Contract Documents or law shall have been materially false or misleading when made; or

(h) The Contractor breaches any material term or condition of the Contract Documents; or

(i) The Contractor shall have assigned or transferred the Contract Documents or any right or interest herein or any major interest in the Contractor shall have been assigned or transferred without the Authority's prior written consent; or

(j) 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); or

(k) The Contractor fails to comply with Contract requirements regarding prevailing wage payments, equal employment opportunity or affirmative action requirements; or

(l) The Contractor shall have failed, absent a valid dispute, to make payment when due for labor, equipment or materials in accordance with its agreements with subcontractors and applicable law; or

(m) The Contractor shall have failed to comply with any applicable statute or regulation or failed reasonably to comply with the instructions of the Authority, consistent with the Contract Documents; or

(n) The Contractor fails to observe a Directive or a Contract Change Directive from the Authority; or

(o) The Contractor fails, for any other reason whatsoever, to carry out the Work in an acceptable manner or to fully comply with all requirements of the Contract.

10.1.2 The Contractor and surety shall be entitled to ten (10) Days' notice and opportunity to cure any breach described in (a) though (d) and (h) through (m) above (excluding any such breach that by its nature cannot be cured); provided that if such breach is capable of cure, but by its nature cannot be cured within ten (10) Days, such additional period of time shall be allowed as may reasonably be necessary to cure the breach, provided the Contractor or surety commences such cure within such ten (10) Day period and thereafter diligently prosecutes such cure to completion; and provided further that in the case of an emergency, the Authority shall have the right to shorten the ten (10) Day cure period by so specifying in the notice of breach.

10.2 Remedies for Contractor Event of Default

10.2.1 If any breach described in Section 10.1 is not subject to cure or is not cured within the period (if any) specified in Section 10.1.2, the Authority may notify the Contractor and surety of its intent to terminate the Contract for cause, pursuant to Section 10.4, or declare that an "Event of Default" has occurred and notify the Contractor to discontinue the Work. The declaration of an Event of Default shall be in writing and given to the Contractor and surety.

10.2.2 The Authority may appropriate any or all materials and equipment on the Site as may be suitable and acceptable and may direct the surety to complete the Project or may enter into an agreement for the completion of each Project, according to the terms and provisions of the Contract, with another contractor or the surety, or use such other methods as may be required for the completion of the Project, including completion of the Work by the Authority.

10.2.3 The Contractor and the surety shall not be relieved of liability for continuing liquidated damages on account of a breach or default by the Contractor of by the Authority's declaration of an Event of Default, or by any action taken by the Authority under this Section 10.2.

10.2.4 All costs and charges incurred by the Authority, together with the cost of completing the Work, will be deducted from any monies due or that may become due the Contractor and the surety. If such expense exceeds the sum that would be available from such monies, then the Contractor and the Surety shall be liable and shall pay to the Authority the amount of such excess.

10.2.5 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 Bond.

10.2.6 If, after an Event of Default is declared under the provisions of this Article, it is determined, for any reason, that the Contractor was not in default, the rights and obligations of the parties are the same as if a notice of termination for convenience had been issued pursuant to Article 10.3.

10.2.7 If the Authority's default of the Contractor pursuant to the provisions of this Article is found by a court to be legally unjustified, the Contract will be treated as if terminated for convenience pursuant to Article 10.3 and such termination will be compensated for in accordance with the provisions of that Article.

10.3 Termination of Contract for Convenience

10.3.1 The Authority may, by written Order of Termination for Cause, terminate the Contract or any portion thereof for convenience after determining that for reasons beyond the Contractor's control, the Contractor is unable to proceed with or complete the Work as contracted for, or that termination is in the public interest. The Order of Termination for Convenience shall specify the items of Work that shall be completed prior to the termination.

10.3.2 The Contractor shall complete all items of Work specified in the Order of Termination for Convenience. Such Work shall include, but not be limited to, all Work necessary to ensure the safety of the public, to properly secure fully constructed and partially constructed Work, and to secure the Project Site. The work so ordered shall be performed in accordance with the Contract Documents and may include items of work not in the original Contract.

10.3.3 The Contract shall be considered substantially complete upon completion and acceptance of all items of Work specified in the Order of Termination for Convenience, except punch list items. After completion of the punch list items and provision of all documents required by the Contract, the Contract shall terminate upon the issuance of final payment.

10.3.4 The Authority reserves the right to declare in default a Contractor who fails to perform all of the items of Work set forth in an Order of Termination for Convenience.

10.3.5 When the Authority orders termination of the Contract for convenience, all completed items of Work of that date will be paid in conformity with the payment provisions of Article 13, except that the Contractor will be paid 100% of the estimate submitted by the Contractor and approved by the Authority. Payment for new items of work, if any, will be made either at agreed prices or on a time and materials basis, as provided for in Article 7.

10.3.6 Materials obtained by the Contractor for the Work that have not yet been incorporated therein may, at the option of the Authority, be purchased from the Contractor at actual cost delivered to a prescribed location or otherwise disposed of as mutually agreed.

10.3.7 Within sixty (60) days of the effective termination date, the Contractor shall submit to the Authority claims for any costs that were incurred but that are not subject to payment pursuant to Section 10.3.6 above or any other provision of the Contract. Such claims may include such cost items as reasonable mobilization efforts, overhead expenses attributable to the terminated Project, subcontractor costs not otherwise paid for, and actual idle labor costs if Work is stopped in advance of the termination date, and guaranteed payments. Claims shall not be made for costs that are prohibited under Article 18.8, or for anticipated profits on Work that is not performed.

10.4 Termination of the Contract for Cause

10.4.1 The Authority may, by written Order of Termination for Cause, terminate the Contract or any portion thereof for cause if any breach described in Article 10.1 is not subject to cure or is not cured within the period (if any) specified in Article 10.1.2. The decision whether to issue an Order of Termination for Cause or declare an Event of Default will be made in the sole discretion of the Authority acting in the best interests of the State.

10.4.2 Prior to the issuance of an Order of Termination for Cause, the Authority will give written notice to the Contractor and surety of the causes for the proposed termination. The notice will demand the elimination of such causes. If the Contractor or surety, within a period of ten Days after such notice, does not proceed in accordance therewith, the Authority may issue an Order of Termination for Cause.

10.4.3 The Order of Termination for Cause will terminate the Contractor's right to proceed with any items of Work, except as specified in the termination order. Such Work will include punch list items and all work necessary to ensure the safety of the public, to properly secure existing Work already constructed or partially constructed, and to secure the Project site. The Work so ordered shall be performed in accordance with the Contract Documents and may include items of work not in the original Contract. Substantial completion shall occur when all work specified in the termination order, except for punch list items, is complete and accepted by the Authority. After the completion of all punch list items and all documents required by the Contract, the Contract shall terminate upon issuance of final payment.

10.4.4 When the Authority issues an Order of Termination for Cause, all completed items of Work as of that date will be paid for at the Contract price. All completed items of Work of that date will be paid in conformity with the payment provisions of Article 13, except that the Contractor will be paid 100% of the estimate submitted by the Contractor and approved by the Authority. Payment for new items of work, if any, will be made either at agreed prices or on a time and materials basis, as provided for in Article 7.

10.4.5 Materials obtained by the Contractor for the Work that have not yet been incorporated therein may, at the option of the Authority, be purchased from the Contractor at actual cost delivered to a prescribed location or otherwise disposed of as mutually agreed.

10.4.6 In terminating a Contract for cause, the Authority does not waive its right to sue the Contractor for any costs incurred by the Department as a result of the termination, including the additional costs of completing the Project. The Authority reserves the right to declare in default a Contractor who fails to carry out the conditions set forth in an Order of Termination for cause.

10.4.7 Where the Authority's termination of the Contract for cause pursuant to the provisions of this Article is found by a court to be legally improper, the termination of the Contract for cause will be treated as if it had been a termination for convenience, and such termination is to be compensated for in accordance with the provisions of this Article governing terminations for convenience.

10.5 In Terminating a Contract for Convenience or Cause Pursuant to this Article

1. The Contractor shall make cost records available to the extent necessary to determine the validity and amount of each item for which it seeks compensation.

2. The Contractor shall not be relieved of contractual responsibilities for the Work completed, nor shall the surety be relieved of its obligations for any just claim arising out of the Work performed.

3. The Contractor shall, if so directed by the Authority, remove promptly any or all of its equipment and supplies from each Project Site or other property of the State. If the Contractor fails to remove the equipment and supplies as directed, the Authority may remove such equipment and supplies at the expense of the Contractor.

ARTICLE 11. FINAL ACCEPTANCE AND COMPLETION

11.1 Final Acceptance and Completion

11.1.1 The Contractor shall notify the Authority in writing when the Work on a Job Order has reached completion and is ready for final inspection and the issuance of a Certificate of Final Acceptance and Completion. The Contractor shall have completed any Punch List items and totally complied with all of the requirements of Section 01700 of the Specifications, before requesting such final inspection.

11.1.2 When such final inspection indicates that the Work on a Job Order is in compliance with the Contract Documents and when all of the requirements of Section 01700 of the Specifications have been met by the Contractor, the Authority will promptly issue a Certificate of Final Acceptance and Completion stating that to the best of its knowledge, information and belief, and on the basis of observations and inspections, the Job Order Work has been completed in accordance with the terms and conditions of the Contract Documents.

11.1.3 If the requested inspection discloses that the School Facilities Project has not reached completion to the satisfaction of the Authority or if the Contract Closeout requirements of Section 01700 of the Specifications have not been met by the Contractor, the Authority will so notify the Contractor and advise it of the actions necessary to correct deficiencies. The Contractor shall immediately comply with the notice and take the required actions. Upon correction of the deficiencies, the Contractor shall notify the Authority which will review the actions taken by the Contractor and, if necessary, perform another inspection of the School Facilities Project. This procedure will be repeated until a Certificate of Final Acceptance and Completion is issued.

ARTICLE 12. LIQUIDATED DAMAGES

12.1 Failure to Complete on Time

The Contractor recognizes that if it fails to complete the Work on time as required by the Contract Documents, the Authority, State, and public will suffer substantial losses and damages in terms of the effects of the delay on the use of the Project site, and additional costs to the Authority for the engineering, inspection and administration of the Contract. Because such damages are extremely difficult or impossible to estimate, the parties agree that if the Contractor fails to achieve Final Acceptance and Completion by the dates specified in the Contract Documents, the Contractor shall pay the Authority liquidated damages in accordance with the schedule set forth in the Contract Documents, in lieu of actual damages.

12.2 Computation of Damages

The Final Acceptance and Completion Liquidated Damage amount shall be paid by the Contractor for each and every calendar day it is in default of its obligation to attain Final Acceptance and Completion by the date required by the Contract Documents.

12.3 Limitation

Liquidated damages are intended to compensate the Authority solely for the Contractor's failure to meet the deadlines for Final Acceptance and Completion of each Job Order, as required by the Contract Documents and shall not excuse the Contractor from liability for any other breach of the Contract requirements including, but not limited to, any failure of the Work to conform to the Contract Documents. This provision for liquidated damages does not bar or waive the Authority's right to enforce other rights and remedies against the Contractor, including but not limited to, specific performance or injunctive relief.

12.4 Deduction; Payment

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 request for payment by the Authority.

ARTICLE 13. 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, as such amount may be adjusted from time to time to account for Change Orders.

13.1.2 The Contract Price shall be increased or decreased only in accordance with Article 7.

13.1.3 The Contractor acknowledges and agrees that, subject only to the Contractor's rights under Article 7, the Contract Price includes (a) all equipment, materials, labor, insurance and bond premiums, home office, jobsite and all other overhead, profit and services relating to the Contractor's performance of is obligations under the Contract Documents (including all work, equipment, materials, labor and services provided by subcontractors and all intellectual property rights necessary to perform the Work); (b) performance of each and every portion of the Work; (c) the cost of obtaining all approvals and permits; and (d) payment of any duties, permit and other fees and/or royalties imposed with respect to the Work and any equipment, materials, labor or services included therein.

13.2 Schedule of Values

13.2.1 Before the first application for payment, the Contractor shall submit to the Authority a Schedule of Values allocated to the various portions of the Work, as set forth in the Contract Documents, and supported by such substantiating data as the Authority may require. If approved by the Authority, this Schedule of Values, shall be used as a basis for the Contractor's applications for payment and only for this purpose.

13.2.2 If approved by the Authority, the Contractor may include in its Schedule of Values a line item for Contractor and subcontractor mobilization. The Contractor shall not front-end load its Schedule of Values.

13.3 Applications for Payment

13.3.1 Prior to the date for each progress payment, as established by the Contract Documents, the Contractor, shall submit to the Authority an itemized application for payment, supported by substantiating data, including but not limited to the Contractor's certification that all Work for

which payment is requested has been completed in full in accordance with the Contract Documents, and reflecting Retainage, if any, as provided elsewhere in the Contract Documents.

13.3.2 The Contractor shall also certify that:

(a) Each subcontractor or supplier has been paid any amount due from any previous progress payment and shall be paid any amount due from the current progress payment; or

(b) There exists a valid basis under the terms of the subcontractor's or supplier's contract to withhold payment from the subcontractor or supplier, and therefore payment is withheld.

(c) Additionally, whenever this certification indicates that payment has been or will be withheld from a subcontractor or supplier, the Contractor shall, in accordance with P.L. 1991, c. 507, provide written notice of such non-payment to the subcontractor or supplier and shall provide to the Authority and to the surety providing the Performance and Payment Bonds for the Contractor, a copy of the written notice of withholding of payment. The notice shall detail the reason for withholding payment and shall state the amount of payment withheld.

13.3.3 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.

13.3.4 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.

13.3.5 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 Authority the documents necessary to use the electronic payment method selected before any payment will be made to the Contractor by the Authority.

13.3.6 No payment will be processed or owing to the Contractor for Work at any time that the Contractor has failed to provide a project schedule acceptable to the Authority or at any time that an Event of Default has been declared or as otherwise stated herein.

13.3.7 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.

13.3.8 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.

13.3.9 Failure by the Authority to pay any amount in dispute shall not postpone, alleviate, diminish or modify in any respect the Contractor's obligation to perform under the Contract Documents, including the Contractor's obligation to achieve Final Acceptance and Completion of all Work in accordance with the Contract Documents, and the Contractor shall not cease or slow down its performance under the Contract Documents on account of any such amount.

13.4 Retainage

13.4.1 Except as otherwise provided herein, the Authority shall withhold funds ("Retainage") from payments made to the Contractor in accordance with this paragraph. The Retainage shall be an amount equivalent to five percent (5%) of the Contract Price, as it may be adjusted by Change Order.

13.4.2 The Contractor may request that the Authority reduce Retainage. The Authority in its sole discretion may cease the withholding of additional Retainage and/or reduce all or part of the total amount of Retainage being held by the Authority if it determines that such action is in the public interest.

13.4.3 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, liens and stop notices relating to the Job Order, or any amounts otherwise due the Authority under the Contract.

13.5 Other Deductions

13.5.1 In addition to Retainage, the Authority may deduct from each progress payment the following:

(a) any liquidated damages which have accrued as of the date of the application for payment;

(b) any sums expended by the Authority in performing any of the Contractor's obligations under the Contract which the Contractor has failed to perform; and

(c) any other sums which the Authority is entitled to recover from the Contractor under the terms of the Contract Documents.

13.6 Unincorporated Materials and Equipment

13.6.1 The Authority will pay for materials and equipment not yet incorporated in the Work, subject to the Retainage provisions set forth above, if the Contractor has demonstrated, to the satisfaction of the Authority that:

(a) The materials and equipment have been properly stored and protected along or upon each Project Site or have been stored at locations owned or leased by the Contractor or the Authority within the State of New Jersey; and

(b) The materials and equipment have been inspected and appear to be acceptable, based upon available supplier's certifications and/or materials test reports; and

(c) The Contractor has provided the Authority with an invoice or bill of sale sufficient to show the price paid for the materials and equipment and a fully executed release of liens for materials and equipment stored for inAuthority in the Authority's Project; and

(d) The materials and equipment, if stored on property not belonging to the Authority, the State or the Client School District, are fenced in with access limited to the Authority and the Contractor, and the fenced-in materials and equipment are clearly identified in large letters as being without encumbrances and for use solely on a Project; and

(e) When such materials and equipment are stored in a leased area, the lease is made out to the Contractor and provides that it shall be canceled only with the written permission of the Authority; and

(f) The Contractor has secured and provided evidence of insurance coverage of the stored materials and equipment and related transit, including a loss-payable clause endorsement to the Contractor's insurance policy providing payment to the Authority in the event of loss of the specified stored materials and equipment.

(g) The Contractor has secured a written statement from the surety consenting to payment for materials and equipment stored off-Site.

13.6.2 The Contractor assumes full responsibility for the safe storage and protection of the materials and equipment and nothing in this Article shall relieve the Contractor of any obligations or responsibilities imposed elsewhere in the Contract Documents.

13.6.3 If materials or equipment paid for under this Article are damaged, stolen, or prove to be unacceptable, the Authority may either deduct the payments therefore from subsequent progress payments, or require the Contractor to replace the materials or equipment at its own expense.

13.6.4 It is specifically understood and agreed that an inspection and approval of the materials by the Authority shall not in any way subject the Authority to pay for the materials or any portion thereof, even though incorporated in the Work, if the materials shall in fact be unfit to be used in the Work, nor shall such inspection be considered as any waiver of objection to the Work on account of the unsoundness or imperfection of the material used.

13.6.5 Payment for materials and equipment, as provided for herein, shall not be deemed to be an approval of such materials and equipment, and the Contractor shall be responsible for and shall deliver to a Project Site and properly incorporate in the Work only those materials and equipment that comply with the Contract Documents.

13.6.6 The Contractor shall pay any and all costs of handling and delivering materials and equipment to and from the place of storage to a Project Site, as well as any storage rental. Any taxes levied by any government against the materials or equipment shall be borne by the Contractor.

13.6.7 No payment for living or perishable plant materials will be made by the Authority until such plant materials are planted.

13.6.8 Following payment therefore, all materials and equipment so accepted shall become the property of the Authority. The Contractor, at its own expense, shall promptly execute, acknowledge and deliver to the Authority proper bills of sale or other instruments in writing in a form acceptable to the Authority conveying and assuring to the Authority title to such materials and equipment, free and clear of all liens. The Contractor, at its own expense, shall conspicuously mark or paint such materials and equipment as the property of the Authority, shall not permit such materials to become commingled with non-Authority-owned property and shall take such other steps, if any, as the Authority may require or regard as necessary to vest title in such materials and equipment to the Authority, free and clear of liens.

13.6.9 The Authority will be under no obligation to make payment to the Contractor on account of materials or equipment not incorporated in the Work unless the Contractor, in its Schedule of Values, includes line items for such delivered and stored materials or equipment.

13.6.10 Payment for unincorporated material and equipment furnished and delivered as indicated in this Article will not exceed the amount paid by the Contractor, as evidenced by a bill of sale supported by a paid invoice, reduced by Retainage withheld as specified above.

13.6.11 The Contractor warrants that title to all Work, materials and equipment covered by an application for payment will pass to the Authority either by inAuthority in the construction or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances; and that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for a Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

13.7 Certificates for Payment

13.7.1 The Authority will, after receipt of the Contractor's application for payment, and within the time set forth in the Specifications, either issue a Certificate for Payment for such amount as the Authority deems properly due, or notify the Contractor in writing of its reasons for withholding a Certificate, as provided below.

13.7.2 The submission and approval of the Project Schedule and monthly updates thereof as required by the Contract Documents shall be an integral part and basic element of the application upon which progress payment shall be made. The Contractor shall be entitled to progress payments only as determined from the currently approved and updated schedule.

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 The Contractor shall promptly pay each subcontractor (including suppliers, laborers, and materialmen) performing labor or furnishing material for the Work, upon receipt of payment from the Authority, out of the amount paid to the Contractor on account of such subcontractor's work, the amount to which said subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such subcontractor's work. The Contractor

shall, by an appropriate agreement with each subcontractor, also require each subcontractor to make payments to its sub-subcontractors in similar manner.

13.8.3 The Authority shall have no obligation to pay or to see to the payment of any moneys to any subcontractor.

13.8.4 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of a Project by the Authority, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

13.8.5 The Contractor shall keep the Work and the Site free and clear of all liens related to labor and materials furnished in connection with the Work. Furthermore, the Contractor waives any right it may have to file any type of lien in connection with the Work.

13.8.6 Notwithstanding anything to the contrary contained in the Contract Documents, if any lien is filed or if there is reason to believe that any lien may be filed at any time during the progress of the Work or during the term of this Contract, the Authority may refuse to make any payment otherwise due the Contractor or may withhold from any payment due the Contractor a sum sufficient, in the opinion of the Authority, to pay all obligations and expenses necessary to satisfy such lien. The Authority may withhold such payment unless or until the Contractor, within ten Days after demand therefore by the Authority, shall furnish satisfactory evidence that the indebtedness and any lien in respect thereof has been satisfied, discharged and released of record, or that the Contractor has legally caused such lien to be released of record pending the resolution of any dispute between the Contractor and the person or persons filing such lien. If the Contractor shall fail to furnish such satisfactory evidence within ten Days of the demand therefore, the Authority may discharge such indebtedness and deduct the amount thereof, together with any and all losses, costs, damages and attorney's fees suffered or incurred by the Authority from any sum payable to the Contractor under the Contract Documents, including but not limited to final payment and retained percentage. This subparagraph shall be specifically included in all subcontracts and purchase orders entered into by the Contractor.

13.9 Payments Withheld

13.9.1 The Authority may deny the Contractor's application for payment, in whole or in part, because

(a) the Work has not progressed to the point indicated;

(b) the quality of the Work is not in accordance with the Contract Documents;

(c) defective work has not been remedied;

(d) third party claims have been filed, whether in court, arbitration or otherwise, or there exists reasonable evidence that such claims will be filed;

(e) there exists reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

(f) the Contractor has caused damage to the Authority or another contractor;

(g) there exists reasonable evidence that the Work will not be completed within the Contract Time, or within any Contract milestones identified in the Contract Documents;

(h) the Contractor has failed or refused to carry out the Work in accordance with or to otherwise substantially and materially comply with the Contract Documents;

(i) liens have been filed or there exists reasonable evidence that a lien may be filed for any portion of the Work; or

(j) the Contractor has failed or refused to properly schedule and coordinate the Work, or to provide project schedules, reports and updates.

13.9.2 The Authority may nullify all or part of any Certificate of Payment previously issued to the extent necessary to protect the Authority, the State and the Client School District from loss as a result of any of the conditions set forth in Article 13.9.1 above.

13.9.3 When all of the conditions listed in Article 13.9.1 above are corrected, the Authority will make payment for the amounts withheld due to these conditions.

13.10 Contract Completion and Final Payment

13.10.1 After Final Acceptance and Completion and receipt of the documentation required by the Contract Documents and of written notice that the Work is complete, the Authority will issue a final Certificate of Payment. The final Certificate of Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in the Contract Documents have been fulfilled. Payment shall be made in full to the Contractor, in accordance with the New Jersey Prompt Payment Act, provided that the requirements of Article 13 and the Specifications have been fulfilled, except for an amount mutually agreed upon for any work remaining incomplete or uncorrected for which the Authority is entitled a credit under the Contract Documents.

13.10.2 Neither the final payment nor the remaining retained percentage shall become due until the Work is free and clear of any and all liens and the Contractor submits to the Authority:

(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; and

(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.

13.10.3 Prior to the issuance of final payment, the Contractor shall certify in writing that:

(a) the Contractor has reviewed the requirements of the Contract Documents;

(b) the Work has been inspected by the Contractor for compliance with all requirements of the Contract Documents, and the Work complies in all respects with the requirements of the Contract Documents;

(c) all equipment and systems have been installed in accordance with the Contract Documents and have been tested in accordance with specification requirements and are operational; and

(d) the Work is complete in all respects.

13.10.4 In compliance with the Prevailing Wage Act, prior to the issuance of final payment, the Contractor and all subcontractors shall provide the Authority with written statements in a form satisfactory to the Authority, certifying to the amounts then due and owing from the Contractor and subcontractors filing such statements to any and all workers for wages due on account of the Contract. 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. Nothing contained herein shall impair the right of the Contractor to receive final payment because of failure of any subcontractor to comply with the provisions of this subsection.

13.10.5 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 Client 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 moneys that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' 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.

13.10.6 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 or the Client School District, or their employees, officers, agents, or representatives;

(b) faulty, defective or non-conforming Work discovered or appearing after Acceptance;

(c) failure of the Work to comply with the requirements of the Contract Documents;

(d) terms of any warranties contained in or required by the Contract Documents;

(e) damages incurred by the Authority, the State or the Client 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, sub-subcontractors, or any of their officers, employees, agents or representatives.

(f) fraud or bad faith committed by the Contractor or. any subcontractor or supplier, during performance of the Work, but discovered by the Authority after Final Payment.

13.10.7 The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor, except those expressly reserved by the Contractor at the time of the final Application for Payment. The reservation shall state the specific amounts of the claims being reserved. Failure to state specific amounts shall result in a waiver of such claims. The Contractor shall be deemed to have waived all claims for which the notices required by law and the Contract Documents have not been filed.

ARTICLE 14. PROTECTION OF PERSONS AND PROPERTY

14.1 Safety Precautions and Programs

Neither the Authority, the State, the Client School District, the Project Management Firm, the Design Consultant, or their respective agents, employees, officers or representatives are responsible for the means, methods, techniques, sequences or procedures utilized by the Contractor, or for safety precautions

and programs in connection with the Work. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. This requirement applies continuously throughout the Contract performance, until final payment is made, and is not limited to regular working hours.

14.2 Safety of Persons and Property

14.2.1 The Contractor shall take all reasonable actions necessary to protect the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

14.2.1.1 all persons working or otherwise present on each Site and all persons who may be affected in anyway by the Work;

14.2.1.2 all the Work and all materials and equipment to be incorporated therein, whether in storage on or off a Site, under the care, custody or control of the Contractor or any of its subcontractors or sub-subcontractors; and

14.2.1.3 other property at a Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

14.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, permits, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

14.2.3 The Contractor shall at all times safely guard the Authority's property from injury or loss. The Contractor shall at all times safely guard and protect its own property and the property of others, as provided by law and the Contract Documents, from damage. All passageways, guard fences, lights and other facilities required for protection by applicable safety regulations and the Contract Documents must be provided and maintained.

14.2.4 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards, including danger signs and other warnings against hazards.

14.2.5 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel, and otherwise in accordance with these Contract Documents, law, regulation and ordinance.

14.2.6 The Contractor shall promptly remedy, at its own cost and expense, all damage or loss to property caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be responsible or liable, except damage or loss solely attributable to the acts or omissions of the Authority or anyone directly or indirectly employed by it, or by anyone for whose acts the Authority is responsible or liable.

14.2.7 The Contractor shall perform such remediation and restoration by underpinning, repairing, rebuilding, replanting, or otherwise restoring as may be required or directed by the Authority, or shall otherwise make good such damage in a manner that is satisfactory and acceptable to the Authority. If the Contractor fails to promptly restore such property or make good such damage, the Authority may elect either (a) to proceed to repair, rebuild or otherwise restore such property, upon two (2) Days written notice to the Contractor, and the cost thereof will be deducted from any monies due or to become due the Contractor under the Contract; or (b) to reimburse the owners of property so damaged, and a sum sufficient, in the sole judgment of the Authority, to

make the owners whole will be deducted from any monies due or to become due the Contractor under the Contract.

14.2.8 The Contractor is responsible for the proper packing, shipping, handling and storage (including, but not limited to shipment or storage at the proper temperature and humidity) of materials to be incorporated in the Work, so as to insure the preservation of the quality and fitness of the material for proper installation and inAuthority in the Work, as required by the Contract Documents. For example, but not by way of limitation, Contractor shall, when necessary, place material on wooden platforms or other hard and clean surfaces and not on the ground and/or place such material under cover in an appropriate shelter or facility. Stored materials or equipment shall be located so as to facilitate proper inspection. Material and equipment which is delivered crated shall remain crated until ready for installation. Lawns, grass plots or other private property shall not be used for storage purposes without the written permission of the Authority and lessee.

14.2.9 The Contractor shall give notice in writing at least 48 hours before breaking ground, to all persons, public utility companies, owners of property having structures or improvements in proximity to a Site, superintendents, inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or other utilities, that may be affected by the Contractor's operation, in order that they may remove any obstruction for which they are responsible and have representatives on site to see that their property is properly protected. Such notice does not relieve the Contractor of responsibility for all damages and claims, resulting from performance of the Work.

14.2.10 The Contractor shall protect all utilities encountered while performing the Work, whether such utilities are indicated on the Contract drawings or not. The Contractor shall maintain utilities in service until moved or abandoned. The Contractor shall exercise due care when excavating around utilities and shall restore any damaged utilities to the same condition or better as existed prior to starting the Work, at no cost to the Authority. The Contractor shall maintain operating utilities or other services, even if they are shown to be abandoned on the Contract drawings, in service until new facilities are provided, tested and ready for use.

14.2.11 The Contractor shall protect the Work, including but not limited to, the Site, stored materials and equipment, excavations, and excavated or stockpiled soil or other material, intended for use in the Work, and shall take all necessary precautions to prevent or minimize damage to same or detrimental effect upon its performance or that of its subcontractors, caused by or due to rain, snow, ice, run-off, floods, temperature, wind, dust, sand and flying debris. For example, but not by way of limitation, the Contractor shall, when necessary, utilize temporary dikes, channels or pumping to carry-off divert or drain water, and shall, as necessary, tie-down or otherwise secure the Work and employ appropriate covers and screens.

14.2.12 Unless otherwise approved by the Authority in writing, the Contractor's superintendent shall be responsible for the prevention of accidents and the protection of material, equipment and property.

14.2.13 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

14.2.14 Notification to the Contractor by the Authority of a safety violation shall in no way relieve the Contractor of sole and complete responsibility for the correctness of said violation or of sole liability for the causes or consequences of said violation.

14.2.15 The Contractor acknowledges that the safety of the Client 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 Client School District, its students, employees or guests, at any Site.

14.3 Emergencies

14.3.1 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 actions to be taken immediately upon recognition of an emergency, or as soon thereafter as is practicable. If, in the opinion of the Contractor, immediate action is not required, the Contractor shall notify the Authority of the emergency situation and proceed in accordance with the Authority's instructions; provided, however, that if loss, damage, injury or death occurs that could have been prevented by the Contractor's prompt and immediate action, the Contractor shall be fully liable for all costs, damages, claims, actions, suits, attorney's fees and all other expenses arising therefrom or relating thereto.

14.3.1.1 Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined in accordance with the Changes in the Work provisions of the Contract Documents.

14.3.1.2 Nothing contained herein shall be construed as relieving the Contractor from the cost and responsibility for emergencies which, with normal diligence, planning, and the close supervision of the Work required under the Contract, could have been foreseen or prevented.

14.3.2 The Contractor shall provide the Authority with a list of the names and telephone numbers of the employees of each subcontractor designated to be contacted in case of an emergency during non-working hours. A copy of this list will also be displayed on the Site.

ARTICLE 15. 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 and make available to the Authority upon request such certified weekly payroll, workers' compensation payroll, overhead, cost and accounting records, all original estimates, takeoffs and other bidding documents, all subcontractor and supplier contracts and changes, all records showing all costs and liabilities incurred or to be incurred in connection with the Package (including all subcontractor and supplier costs), all payment records and all records showing all costs incurred in labor and personnel of any kind, as well as all other records and data as the State may request concerning work performed or to be performed under the Contract, and 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 Authority.

15.2 Right to Audit

The Authority reserves the right to audit the records of the Contractor in connection with all matters related to the Contract.

15.3 Records Supporting Claims

No claim by the Contractor for payment which is premised to any degree upon actual costs of the Contractor shall be recognized or payable by the Authority, except and to the extent that such actual costs are substantiated by records required to be maintained under this Article.

ARTICLE 16. RISK OF LOSS AND INDEMNIFICATION

16.1 Risks Assumed by the Contractor.

The Contractor assumes the following risks, whether they arise from acts or omissions, whether negligent or not, of the Contractor, its subcontractors, suppliers, materialmen, employees, agents, and all others for whom the Contractor may be legally or contractually responsible, of the Authority, the State, or of third persons, or from any other cause, and whether such risks are within or beyond the control of the Contractor, as described elsewhere in this Article. Excepted from this assumption of risks are only those risks which arise solely from affirmative acts of the Authority done subsequent to the execution of the Contract with actual and willful intent to cause loss, damage, and injury. The risks are as follows:

16.1.1 Risks of Loss or Damage to the Work and Site. Until Final Acceptance and Completion, the Contractor shall bear the risk of loss or damage to the Work and site, including materials and any temporary construction whether or not the Contractor has received payment for such construction or materials. The Contractor shall take every precaution against injury or damage to any part of the Work and site or to materials by the action of the elements or from any other cause. The Contractor shall promptly repair, replace, and make good any loss or damage without cost to the Authority.

The Contractor shall, in furtherance of the above paragraph, but not by way of limitation, at the Contractor's expense, erect such temporary structures as are necessary to protect the Work from damage. The risks for failure to take such actions shall be assumed by the Contractor.

In case of suspension of the Work from any cause whatever, the Contractor shall continue to be responsible for the Project as provided above and shall take such precautions as may be necessary to prevent damage to the Project.

16.1.2. Risks of Claims on Account of Injury, Loss, or Damage. The Contractor shall bear the risk of claims by third persons 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 Authority premises, whether such claims are made and whether such injuries, loss, and damages are sustained, applies at any time both before and after Final Acceptance and Completion.

16.1.3 Risk of Loss to Property of Those Performing the Work. 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 subcontractors, materialmen, workers, and others performing the Work, and to lessors. Said risk is assumed during all times prior to completion of removal of the property from a Project Site or the Authority's premises, or the vicinity thereof.

16.2 Indemnification

16.2.1 The Contractor shall indemnify and save harmless the Authority and the State and their respective officers, employees and agents from and against any and all claims described in Article

16.1 above, and for all expenses incurred by the Authority, the State and their respective officers, employees and agents in the defense, settlement, or satisfaction thereof, including the cost of defense. If so directed, the Contractor shall, at its own expense, defend against any and all claims, in which event it shall not, without obtaining express advance permission from the Authority, the State or the Client School District (as applicable) raise any defense involving in any way jurisdiction of the court or other adjudicative body, immunity of the Authority or the State or the governmental nature of the Authority or the State or the provisions of any statutes respecting suits against the Authority or the State.

16.2.2 Neither Final Acceptance and Completion, Contract Completion nor the making of final payment releases the Contractor from its obligations under this Article. Moreover, neither the enumeration in this Article nor the enumeration elsewhere in the Contract of particular risks assumed by the Contractor or of particular claims for which it is responsible shall be deemed:

(a). To limit the effect of the provisions of this Article or of any other term of the Contract relating to such risks or claims, or

(b). To imply that the Contractor assumes or is responsible for risks or claims only of the type enumerated in this Article or in any other provisions of the Contract, or

(c). To limit the risks which the Contractor would assume or the claims for which the Contractor would be responsible in the absence of such enumerations.

16.2.3 The Contractor expressly understands and agrees that the insurance provided by the Authority under the Authority's OCIP pursuant to Article 8 and insurance otherwise required by the Contract Documents are in addition to and do not limit the indemnification and defense obligations of the Contractor.

ARTICLE 17. CLAIMS AND DISPUTE RESOLUTION

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 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 Construction Manager ("CM") (if any) to discuss the Claim. The Authority shall render its decision regarding the Claim in writing within thirty (30) Days of the receipt of the complete supporting documentation or within thirty (30) 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

17.6.1 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.

17.6.2 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

ARTICLE 18. LEGAL RELATIONS AND MISCELLANEOUS PROVISIONS

18.1 Legal Jurisdiction

This contract shall be governed and interpreted in accordance with the laws of the State of New Jersey. The Contractor further agrees, as a distinct and separate contract obligation in addition to any other requirements of the law, to be bound by the terms of the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., with regard to the presentation and prosecution of any Claims against the Authority.

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 Laws to be Observed

The Contractor shall keep fully informed of 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 affect those engaged or employed on the Work, 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 Permits

Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work.

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 Facilities that are encompassed by this Package are exempt from the 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 has against the Authority, without the written approval of the Authority. The Authority, in sole discretion, considering primarily the interests of the Authority, the State and the Client 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 by reason hereof. The Contractor shall not, by reason hereof, 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

It is specifically agreed between the parties executing the Contract that no provision of the Contract is intended to make the public or any member thereof a third party beneficiary hereunder, 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.

It is the further intent of the Authority and the Contractor in executing the Contract that no individual, firm, Authority, or any combination thereof, that supplies materials, labor, services, or equipment to the Contractor for the performance of the Work becomes thereby 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, 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 Package. Before receiving final payment, the Contractor shall execute, under oath, any affidavit, on forms provided by the Authority, swearing that the 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, there shall be no personal liability upon any officer, member of the Board, or employee of the Authority either personally or as officials of the Authority, it being understood that in all such matters they act solely as agents and representatives of the Authority.

18.13 No Waiver of Legal Rights

Notwithstanding any other provision of the Contract, for a period of three years after Final Acceptance and Completion of a Project, all estimates and payments made pursuant to the Contract Documents, including the Certificate of Final Acceptance and 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 Article, provided, however, if the total sum to be paid is less than $100, payment will be waived.

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.

The Contractor, without prejudice to the terms of the Contract, shall be liable to the Authority at any time both before and after Contract Completion for latent defects, fraud, such gross mistakes as may amount to fraud, or actions affecting the Authority's rights under any warranty or guarantee.

18.14 Recovery of Monies by the Authority

Whenever it is provided in the Contract Documents that the Authority is to withhold or deduct money from any monies due or that may become due the Contractor, or that the Contractor is to pay or return monies for any reason, or that the Authority can charge against the Contractor certain costs or assessments, or that Authority can recover any sum for any reason from the Contractor, it is understood that the Authority has available to it any monies due or that may become due the Contractor under the Contract and on 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 the law.

18.15 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 payments.

18.16 Patents

If any design, device, material or process covered by letters of patent or copyright is used in the Work, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work. The Contractor shall defend, indemnify, and save harmless the Authority from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright.

18.17 Environmental Protection

The Contractor shall comply with all applicable Federal, State and local laws and regulations and all conditions of permits controlling protection of the environment. 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.

18.18 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 or sex. Except with respect to affectional or sexual orientation, 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 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 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, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, 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, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, 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 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 Commerce, Economic Growth and Tourism Commission 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.

18.19 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

18.20 Modification

No modification or amendment of this Contract or any provision contained therein shall be effective unless it is in writing and executed by both the Authority and the Contractor.

ARTICLE 19. WARRANTIES

19.1 The Contractor warrants to the Authority that (1) the Work performed conforms to the Contract requirements and is free of any defect of equipment, material or design furnished or workmanship performed by the Contractor or any of its subcontractors, fabricators or suppliers at any tier, (2) materials and equipment furnished under the Contract Documents are new and of good quality, and(3) the Project is fit for use for its intended function.

19.2 The warranties shall commence upon Substantial Completion of a Project and continue for one year, unless otherwise stated in the Contract Documents. The warranties shall require the Contractor to remedy at its own expense any defect or failure in the Work to meet the requirements of the Contract Documents. In addition, the Contractor shall remedy at its own expense any damage to the Work or Site when that damage is the result of the Contractor's failure to conform to Contract requirements or to any such defect of equipment, material, workmanship or Contractor furnished design. The Contractor shall also restore any Work damaged in fulfilling the terms of this Article. The Contractor's warranty with respect to Work repaired or replaced hereunder shall run for one year from the date of repair or replacement.

19.3 The Authority shall have full authority to undertake enforcement of the warranties. Within seven Days of receipt by the Contractor of written notice of a failure of any of the Work to satisfy the Contractor's warranties, the Contractor shall consult with the Authority to determine when and how the Contractor shall remedy such failure; provided however, that in the case of an emergency requiring immediate curative action, the Contractor shall immediately implement such action as deemed necessary by either the Contractor or the Authority to correct the emergent condition. If the Contractor does not use its best efforts to proceed promptly to meet its warranty obligations or should no agreement be reached within seven (7) days (or immediately in the case of an emergency) between the Contractor and Authority regarding how to effectuate warranty repairs, the Authority, after notice to the Contractor, shall have the right to perform the repairs and the cost thereof shall be borne by the Contractor.

19.4 The Contractor shall obtain from all subcontractors and cause to be extended to the Authority, without in any way derogating the Contractor's own representations and warranties, appropriate warranties, guarantees and obligations with respect to design, materials workmanship, equipment, tools and supplies furnished by such subcontractors for periods at least as co-extensive in duration with the Contractor's warranties 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.

19.5 The Contractor's warranties and all subcontractor warranties shall be assignable by the Authority without approval of any Contractor or subcontractor, which assignment shall be effective upon delivery of written notice of the assignment to the Contractor.

19.6 The foregoing warranties are in addition to all manufacturer warranties required by the Contract Documents and all rights and remedies available under the Contract Documents or applicable law and shall not limit the Contractor's liability or responsibility imposed by the Contract Documents or applicable law with respect to the Work.

ARTICLE 20. IMPORTATION AND EXPORTATION OF FILL MATERIALS

20.1 Requirements for Importation of Fill

20.1.1 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.

20.1.2 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.

20.1.4 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 CY per each different source for the first 5,000 CY and one representative composite sample for each additional 5,000 CY.

20.1.5 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.

20.2 Exportation of Fill Material

20.2.1 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.

20.2.2 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.

20.2.3 Prior to exportation of fill from the Project Site, the General 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.

20.2.4 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.

20.2.5 Reuse of concrete and masonry as fill shall be in accordance with NJDEP guidance.

20.2.6 All fill importation and exportation shall be managed in accordance with local, state, and federal laws and regulations.

ARTICLE 21. SOLID WASTE, HAZARDOUS WASTE, UNDERGROUND STORAGE TANKS AND ASBESTOS TRANSPORTATION AND DISPOSAL

21.1 General Requirements

21.1.1 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.

21.1.2 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.

21.1.3 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.

21.2 Licensing Requirements

21.2.1 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.

21.2.2 **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.

21.2.3 **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.

21.2.4 **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.

21.2.5 **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.

21.2.6 **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).

21.2.7 **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.

21.2.8 **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.

21.2.9 **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.

21.2.9.1 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:

21.2.9.1.1 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;

21.2.9.1.2 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;

21.2.9.1.3 State of New Jersey: Asbestos Hazard Abatement Subcode, Subchapter 8, N.J.A.C. 5:23-8.

21.2.9.2 Compliance with this section 21.2.10 shall be determined by verification of supervisor and worker asbestos licenses.

21.2.9.3 The Authority may provide additional requirements for the handling of asbestos in additional contract requirements when it deems additional requirements necessary.

21.2.10 **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.

21.3 Tracking and Documentation Of Solid Waste Disposal

21.3.1 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.

21.3.2 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.

21.4 Classification of Solid Waste, Hazardous Waste, Recycled Materials and/or Beneficial Use Materials

21.4.1 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.

21.4.2 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.

END OF DEMOLITION POOL GENERAL CONDITIONS

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: CONTRACT COMPONENTS; INTERPRETATION OF CONTRACT DOCUMENTS

1.1 Contract Documents includes, but is not limited to, the following documents:
General Conditions dated: June 24, 2009
Supplementary Conditions dated: _____

This contract is awarded pursuant to the terms and conditions of the_____
____, and such terms and conditions are binding upon the awardee as if incorporated here in full.

The Bidder shall 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 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 the Award and Execution Section of the Instructions to Bidders.

1.9.1 With respect to the other Contract Documents, the order of precedence shall be as set forth below:

a) General Conditions (June 24, 2009 version)
b) Supplementary Conditions (Revised _____)
c) Summary of Work Section 01010 (Revised:)
d) Plans (Dated:)
e) Specifications (Dated:)

ARTICLE 2: THE AUTHORITY

No Changes

ARTICLE 3: THE CONTRACTOR

3.1.3 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 sub-contractors, vendors and suppliers directly associated with the project whether trailers and containers are on the construction site or in adjacent areas.

ARTICLE 4 – TIME; PROJECT SCHEDULE

4.2 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 NJSDA. The only exceptions to these durations are defined in the General Conditions under 4.5 DELAYS AND EXTENSIONS OF 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 5: PROSECUTION AND PROGRESS OF THE WORK

5.4.1 The NJSDA is responsible for the administration of the Contract. The NJSDA will decide all questions regarding the quality, acceptability and the rate of progress of the Work; all questions regarding interpretation of the Contract Documents; all questions regarding the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to compensation.

The NJSDA may designate a Project Management Firm (PMF) or Construction Manager (CM) to directly manage the Contract, and the Contractor shall report to this PMF or CM.

ARTICLE 6: SUBCONTRACTORS

No Changes

ARTICLE 7: CHANGES IN THE WORK

No Changes

ARTICLE 8: INSURANCE AND BONDS

8.2.9 All required insurance policies shall name the PMF or CM and the Design Consultant as additional insureds, as directed by the Authority.

ARTICLE 9: SUSPENSION OF THE WORK

No Changes

ARTICLE 10: DEFAULT AND TERMINATION

No Changes

ARTICLE 11: SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE AND COMPLETION

No Changes

ARTICLE 12: LIQUIDATED DAMAGES

12.5 Liquidated Damages Amounts:

Substantial Completion	$ _____ per calendar day
Final Completion	$ _____ per calendar day

ARTICLE 13: PAYMENT AND CONTRACT COMPLETION

No Changes

ARTICLE 14: PROTECTION OF PERSONS AND PROPERTY

14.3.1.4 Contractor is responsible for providing domestic hot water service and building heat as per the project schedule. Contractor shall bear the cost of providing temporary services as required for occupancy should the permanent systems be unable to do so.

ARTICLE 15: DOCUMENTS AND RECORDS

No Changes

ARTICLE 16: RISK OF LOSS AND INDEMNIFICATION

No Changes

ARTICLE 17: CLAIMS AND DISPUTE RESOLUTION

No Changes

ARTICLE 18: LEGAL RELATIONS AND MISCELLANEOUS PROVISIONS

No Changes

ARTICLE 19: WARRANTIES

No Changes

ARTICLE 20: IMPORTATION AND EXPORTATION OF FILL MATERIALS

ARTICLE 21: SOLID WASTE, HAZARDOUS WASTE, UNDERGROUND STORAGE TANKS AND ASBESTOS TRANSPORTATION AND DISPOSAL

DRAWING LIST

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 project is comprised of the demolition of all existing structures above or underground and clearing of all vegetation including all trees, shrubs, landscaping and roots. Project includes removal of USTs as shown or encountered during the course of the work within the project limits area shown on the plans. Exceptions being those areas indicated on the Drawings to be protected or to remain or as directed by the owner. Time of completion includes lead time for issuance of building demolition permits. All work shall comply with DCA, DEP and all local, state and federal regulations.

General: Provide all materials, labor, equipment and services, and perform all operations in connection with the performing of Demolition and Removal work complete, in accordance with the Drawings and Specifications, including, but not limited to, the following:

1. Contractor shall notify the Soil Conservation District 72 hours in advance of any soil disturbance activity. Copy of notification to be sent to the owner and Architect/Engineer. After 72 Hrs. advance notice, proceed to install soil erosion measures in accordance with the plans and permit requirements.

2. Prior to any demolition, the installation of temporary safety and security measures, including perimeter fencing, roadway safety signage and any other measures deemed necessary or required by governing authorities to protect adjacent and on-site persons, property, buildings, facilities and utilities, must be performed by the Contractor.

3. Demolition and removal of all existing buildings on the site, down to and below grade level, indicated on the Contract Drawings, complete with foundation walls, foundation systems, slabs, steps, porches, etc. NJSDA Certified clean backfill is required to fill basement of building(s) to be demolished. Cost of all work and material, including NJSDA Certified backfill material shall be included in the bid price for demolition of existing building(s).

4. Demolition and removal of all contents of the buildings to be demolished including, but not limited to, furniture, furnishings, fixtures, equipment, plumbing and lighting fixtures, etc.

5. Demolition and removal of all existing site improvements such as permanent and temporary structures, paving, loading docks, fences, fence footings landscaping, retaining walls, pavements, curbs, walks, and other site improvements as indicated on the Contract Drawings.

6. Purging, evacuation and disposal of all residual oils, gases, boilers, boiler equipment and appurtenances, USTs and associated piping and appurtenances etc. from the mechanical, plumbing and other systems of the buildings to be demolished in accordance with all applicable requirements.

7. Excavation and disposal of contaminated soils as depicted.

8. Clearing and grubbing of trees, bushes, roots, landscaping, as indicated and/or required. All trees and shrubs within the contract limits not indicated on the contract drawings to remain shall be removed.

9. Demolition and Removals and offsite disposal of other items as indicated or as directed.

10. Contractor is responsible for:
    - Obtaining all local permits and fees.
    - Notification as required for procurement of permits.
    - Records of activity for preparation of as built plans.
    - Manifest records of disposal of demolished and removed items.

11. Demolition work requiring permits shall not proceed until permits are obtained.

12. Interim grading as indicated in the plans and seeding and stabilization all disturbed areas and obtaining final Report of Compliance from the Soil Conservation District (HEP-SCD).

13. For Bid Item which are not Lump Sump (LS) items, payment for these items will only be made according to the bid price for the quantities indicated which must be verified. Payment from the allowance will only be made for verified quantities exceeding the bid amount and observed and verified in the field by the owner. If the owner or his representative is not present in the field to make observation or verification no payment shall be made. If quantities used are less than the bid quantity, payment will be made only for the quantity used.

C. Contract Documents, Plans dated (month-day-year) and Price Proposal were prepared for the Project by: (Name and address of CM/Engineering firm)

1.4 ALLOWANCES

A. Allowances have been determined:

	AMOUNT
1. Allowance #1	
Unforeseen Site Conditions	$

a. NJSDA retains full amount of contingency allowance. The contractor will be allowed to draw against the amount upon approval of the NJSDA and its representatives.
b. Quantities that cannot be verified will not be authorized to be part of the allowance.
c. Costs that cannot be verified will not be authorized to be part of the allowance.
d. Contractor is not entitled to any additional time or be compensated for any delay due to allowance work. The allowance work is part of the baseline schedule.

1.5 ALTERNATES

Not Used

1.6 WORK SEQUENCE

A. The Work will be done in one phase.

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 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. (Not Applicable)

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 15 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 30 digital photographs upon Substantial Completion of his Contract.

D. The Project Management Firm 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

NOT APPLICABLE

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 Engineer.

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. Engineer'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 Engineer in determining qualified suppliers.
2. Obtain 3 or more proposals from suppliers unless directed otherwise by the Engineer.
3. Make appropriate recommendations for consideration by Engineer.
4. Notify Engineer 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 Authority 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

1.1 CHANGES IN THE WORK

A. NJSDA's Changes:

The Authority 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 Engineer if actual conditions are materially different from those described in the Contract Documents. Conditions shall be left undisturbed if directed by the Engineer. The Engineer will promptly investigate the site and revise the Contract Documents, if needed.

C. NJSDA to Proceed

a. The Contractor shall obtain the Authority'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 Construction Change Request from the Engineer.

b. Proposals shall be submitted on Construction Change Request forms and Cost Estimate Detail Sheets provided by the Authority.

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 Authority, 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 shall be established for the equipment using the Data Quest Rental rate (Blue Book), or similar as a basis for verifying rates.

2. Such rates and the use of the equipment on the work must be approved by the Authority 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, 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 Engineer'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 Authority by the Engineer 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 Engineer 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 Authority 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 Engineer 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 Engineer 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 Engineer 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 SECTION

A. 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 Work.

1.5 MEETINGS

A. In addition to Project Meetings specified in Section 01220, hold Coordination Meetings 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. Schedule and coordinate submittals specified in Section 01300.

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. 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 Project Kickoff conferences.

1.3 RELATED SECTIONS / DOCUMENTS

A. Instructions to Bidders: Pre-Bid Conference.

B. Section 01010 - Summary of Work.

C. Section 01100 - Coordination.

D. Section 01220 - Project Meetings

1.4 PROJECT KICKOFF CONFERENCE

A. The Engineer shall schedule and conduct the meeting within three (3) days after Contract is signed.

B. Attendance: NJSDA, Engineer, Contractor and representatives of major Subcontractors.

C. Agenda (including but not limited to)

1. Safety

2. Review of Contract Documents.

3. Submittal of list of all subcontractors, list of products, schedule of values, and progress schedule.

4. Designation of responsible personnel.

5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal requests, change orders, and Contract close-out procedures.

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. Testing Requirements.

12. Procedures for maintaining Record Documents.

13. 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.

1.3 RELATED SECTIONS

A. Sections 01100 - Coordination.

B. Section 01200 - Project Kickoff.

C. Section 01310 - Progress Schedules.

D. Section 01810 - Project Record Documents.

1.4 PROGRESS MEETING

A. The Engineer 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. Engineer shall make physical arrangements.

C. Engineer 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: Engineer's office or at other location as appropriate

E. Attendance: Contractor, job superintendent, subcontractors, NJSDA, Engineer 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. Maintenance of project schedule.

7. Corrective measures to regain projected schedule.

8. Planned progress during succeeding work period.

9. Coordination of projected progress.

10. Maintenance of quality and work standards.

11. Effect of proposed changes on project schedule and coordination.

12. Other business relating to Work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01220

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

A. 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.

B. The existence of schedules, networks, Gantt charts or any other charts or services prepared or performed by the Engineer, or other agent or service provider engaged by the Authority 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 Engineer, during the Contract duration.

C. All milestones or Specific Completion Dates listed in these specifications, or elsewhere in the Contract Documents, represent only the major items of construction/erection work or interface dates. The Completion Dates are considered essential to the satisfactory performance of this Contract and to the coordination of all work on the project.

The Specific Completion Dates listed represent the latest allowable completion dates. Earlier completion dates may be established as agreed by the Contractor and the Engineer.

D. Should the Contractor plan to complete the Work earlier than any required Milestone or Completion date, the Authority or the Engineer 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.

E. 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, Engineer and the Authority in monitoring the progress of the work and evaluating proposed changes to the Contract and the project schedule;
d. Assist the Contractor, Engineer and the Authority in the preparation and evaluation of the Contractor's monthly progress payments;

F. The Contractor shall involve all applicable Subcontractors in the schedule development, updating, and revisions, as required.

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 shall be considered a breach of the contract.

PART 2 - SPECIFIC REQUIREMENTS - PROJECTS WITH CONSTRUCTION VALUE LESS THAN $3,000,000

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.

2.02 POST AWARD ACTIVITIES

A. Schedule Requirements

1. Within twenty (20) calendar days of the Notice to Proceed, the Contractor shall submit to the Engineer for review and comment, a Bar Chart Schedule for the Project Work. The 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 diagram shall include:

1. The order of the Contractor's activities including dates for start and completion.
2. Conformance with and identification of the Specific Dates specified in the Contract Documents.
3. The description of work by activity.
4. Testing of equipment and materials.

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 cost component for each activity shall be provided. The sum of the activity cost components shall equal the contract price. This list will be the Schedule of Values for use in making progress payments.
4. Potential problems or constraints related to the implementation of the Work 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 in the planning and scheduling of all work.

2. The Bar Chart Schedule shall show a completion date for the project that is not later than the project's required completion date. All activity durations shall be given in calendar days. The Bar Chart Schedule also shall show the following for each activity:

a. Work of outside contractors, e.g., utilities, power, and with any separate contractor.
b. Description.
c. Estimated duration.
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).

4. It is to be expressly understood and agreed by the Contractor that the Schedule is an estimate to be revised from time to time as progress proceeds, and that the NJSDA 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 Schedule, or in an updated or revised Schedule; nor does the NJSDA or Engineer guarantee that Contractor can always proceed in the sequence established by said Schedule. If Contractor's Schedule shows that the NJSDA or a separate contractor is to complete an activity by a specific date, or within a certain duration, NJSDA or any separate contractor under contract with NJSDA shall not be bound to said date or duration unless NJSDA expressly and specifically agrees in writing to same; the NJSDA's and/or the Engineer's review and approval or acceptance of the Schedule does not constitute an agreement to specific dates, durations, or sequences for activities of the NJSDA or any separate contractor.

B. Approval Process

1. The Engineer will review the Contractor's Schedule. The Contractor is encouraged to comply with all of the submission requirements of the scheduling specification as set forth in the Section above entitled "Submittals." If the Contractor submits a reasonably complete package that complies with the requirements, the Engineer shall have seven (7) calendar days to review and comment in writing.
2. The Contractor shall revise and resubmit the Schedule as soon as practical but in all cases within fourteen (14) calendar days. The Engineer will have five (5) calendar days to review and comment on the revised Schedule.
3. If approved, 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 NJSDA/NJSDA's representative 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 NJSDA and

NJSDA's representative disclaims any obligation or liability due to acceptance of the Schedule.

2.03 SCHEDULE UPDATES

A. The Contractor understands and agrees that their schedule is intended to accurately reflect at all times the status of the Project 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.

B. Separate update meetings may 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.

C. The Engineer and the NJSDA will not be obligated to review or to process any Application for Progress Payment until the Contractor has submitted a Progress Report and the percentages of completion are agreed to by the Engineer and the Contractor.

D. Throughout the progress of the Work, the Contractor shall prepare and maintain a three-week manual bar chart field schedule reflecting the schedule of work activities accomplished for the previous week and the work scheduled for the forthcoming two weeks. This manual field schedule shall be updated weekly.

E. Specific dates for updates shall be agreed and established by the Engineer and the Contractor, but shall be, at a minimum, monthly. These updates shall be coordinated with the Contractor's Application for Payment date.

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 approved schedule.

2.05 CONTRACTOR'S ORGANIZATION

A. 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.

2.06 RECOVERY SCHEDULE

A. 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 Dates are in jeopardy, the Contractor shall be required, at no extra cost to the NJSDA, to prepare and submit to the Engineer a supplementary Recovery Schedule, in a form and detail appropriate to the need, to explain and display how he intends to reschedule those activities to regain compliance with the Initial Schedule during the immediate subsequent pay period. The preparation of a recovery schedule shall not be grounds for a Change Order or a Time Extension.

B. The Contractor shall do the following, after determination of the requirement for a Recovery Schedule:

1. Within three (3) calendar days, the Contractor shall submit a Recovery Schedule for acceptance to the Engineer. The Recovery Schedule shall be prepared to similar level of detail as the Project Schedule.
2. Any revisions necessary because of this review shall be resubmitted by the Contractor for acceptance within two (2) calendar days of the conference. The approved 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.

2.07 SCHEDULE REVISIONS

A. The Contractor understands and agrees that their schedule is intended to accurately reflect at all times the status of the Project construction. 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.

B. Should the Contractor, after approval of the initial CPM Schedule want to change the plan of construction, he shall submit the requested revisions to the Engineer including a description of the logic for rescheduling the work, methods of maintaining adherence to intermediate milestones and specific dates and the reasons for the revisions. The Engineer will have five (5) working days to review and either approve the change or reject the change in writing to the Contractor. If the requested changes are approved by the Engineer they will be incorporated by the Contractor into the Schedule in the next reporting period.

C. 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 Engineer will have five (5) working days to review and either approve the change or reject the change in writing to the Contractor. If the requested changes are approved by the Engineer they will be incorporated by the Contractor into the Schedule in the next reporting period.

D. When the NJSDA orders changes by Change Order that have the potential to impact the Contract Milestones or Specific Dates stipulated, a Network showing the impact will be prepared by the Contractor and provided to the Engineer. After the NJSDA accepts the Network, it will be incorporated into the Schedule by the Engineer.

E. If at any time during the construction, it appears to the Engineer that the Contractor's schedule no longer represents the actual prosecution and progress of the work, the Engineer 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 three (3) working days to respond to that written request. In the event the contractor does not agree with the conclusion of the Engineer regarding the schedule status of the project, it shall be resolved in accordance with the disputes clause of the contract.

F. Failure to furnish any required submittal or information specified herein shall constitute a cause for withholding any part of progress payments pursuant to the General Conditions.

2.09 COORDINATION

A. The Contractor shall coordinate the work with that of the other contractors and shall cooperate fully with the Engineer in maintaining orderly progress toward completion of the Work as scheduled.

B. The Contractor shall involve all applicable Subcontractors in the schedule development, updating, and revisions, as required.

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 and work progress, the Contractor shall furnish the NJSDA, through the Engineer, 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 Engineer.

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.

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 Engineer 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. Notify Engineer 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, and Contractor and as designated by Project Management Firm. 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.

Perform additional tests as required by Project Management Firm 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 which require testing.

C. Furnish incidental labor and facilities:

1). To provide access to Work to be tested.

2). To obtain and handle samples at the project site.

3). To facilitate inspections and tests.

4). For safe storage of test samples.

D. Notify Laboratory and Engineer 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,.

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 (Not Applicable)

END OF SECTION 01410

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 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.

B. Close-Out submittals include, but are not necessary limited to:

1). Project Record Documents described in Section 01810.

2). Copy of Final Change Order, if applicable.

3). Copy of Final Application for Payment-.

4). Consent of Surety to Final Payment.

5). 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). Letter from Engineer that all Punch List Items have been completed to his satisfaction and recommendation regarding liquidated damages, if applicable.

C. 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 Engineer will prepare a final Change Order showing adjustments to the Contract Price which were not made previously by Change Orders.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 CERTIFICATE OF FINAL ACCEPTANCE & COMPLETION

A. General: Complete the following before requesting the Engineer'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. Work is completed and ready for final inspection.

2). The Engineer will conduct an inspection to verify status of completion.

3). Should the Engineer determine that the Work is incomplete or defective:

a. The Engineer promptly will notify the Contractor, in writing, listing the incomplete or defective work.

b. The Contractor shall remedy the deficiencies promptly, and notify the Engineer when ready for reinspection.

c. When the Engineer determines that the Work is acceptable under the Contract Documents, and that all required submittals have been made, the Engineer 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). Remove waste, debris, and surplus materials from site.

3). Clean grounds; remove stains, spills and foreign substances from paved areas and sweep clean.

4. Rake clean other exterior areas.

3). Repair or replace any damaged sidewalks.

END OF SECTION 01700

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). Change Orders and Field Orders.

5). Other modification to Contract.

6). Testing Laboratory Reports.

B. Store the above documents apart from all other documents used for the Work. 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 Engineer and NJSDA at all times.

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 conditions or Work as follows:

Construction Drawings:

1). Location of underground utilities and appurtenances referenced to permanent surface improvements.

2). Changes made by Change Orders or Field Orders.

3). 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 Engineer monthly as a procedural aspect of Applications for Payment. Mark whatever drawing is most capable of showing actual physical condition, fully and accurately. 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. 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 Engineer.. Engineer 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). Changes made by Change Order or Field Order.

2). Other matters not originally specified.

3). 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).

4). Change Orders, Field Orders and other modifications: Maintain as Record Document.

1.4 SUBMITTALS

A. Prior to Final Payment, submit to Engineer.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01810

SECTION 02110 – EXCAVATION, REMOVAL & HANDLING OF HAZARDOUS MATERIALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:
   1. The removal of product, sludge, and contaminated soil in conjunction with underground storage tank (UST) removal or remediation.

B. Related Sections include the following:

   1. Division 2 Section "Building Demolition" for hazardous material removal in locations within existing buildings.

   2. Division 2 Section "Offsite Transportation and Disposal" for underground storage tank removal and in connection with remediation of hazardous material excavation.

1.3 SUBMITTALS

A. Qualification Data: For professional engineer and testing agency and NJ certified laboratory.

B. Material Test Reports: For all hazardous material identified.

C. Source quality-control test reports.

D. Field quality-control test reports.

PART 2 - EXECUTION

2.1 GENERAL

A. Vapor, Product, and sludge handling: as necessary to conform to American Petroleum Institute (API) recommended practice 1604.

B. Comply with New Jersey Department of Environmental Protection (NJDEP) Guidance Document for the Remediation of Contaminated Soil (1998).

C. Stockpile contaminated soil in locations as directed by Engineer. Excavated soils shall be placed on and covered with plastic sheeting until removed from the site.

D. The Consultant shall provide for laboratory analyses (i.e., waste classification analysis) for the known contaminated material and any suspected contaminated material generated from the excavations. These analyses shall be conducted by an NJDEP-certified laboratory. All analyses shall be in accordance with NJDEP regulations. Following receipt of analytical results, Contractor shall provide for the excavation, loading, transportation and disposal of all contaminated materials.

E. The Contractor shall be solely responsible for means, methods, techniques, sequences and safety precautions associated with the actual excavating operations This includes, but is not limited to, maintaining the appropriate slopes on the sides of the excavation and safety protection around the open excavation in accordance with OSHA requirements. Provide all necessary protection to insure that daily vehicle operation and/or pedestrian traffic will be protected from open trenches and work being performed

F. Remove and dispose of all vapor, products, sludge, liquids, and soil in accordance with all Federal, State, and Local Statues.

G. Lead Based Paint Materials have been identified in the existing building(s). The demolition contractor(s) must comply with the requirements of the USDOL OSHA-Lead in Construction Standard (29 CFR 1926.62 et seq.).

H. Liquid Mercury containing Thermostats were identified in existing Building. The liquid mercury thermostats must be separated prior to demolition and either processed at a USEPA-approved mercury recycling facility or disposed as hazardous waste.

2.2 EXAMINATION

A. Examine areas and conditions for compliance with requirements for, removal of hazardous material and conditions affecting performance of work.

2.3 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.

B. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

END OF SECTION 02110

SECTION 02115 – UNDERGROUND STORAGE TANK (UST) REMOVAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:

1. Removal of underground storage tanks (USTs) and appurtenances which have been used to store petroleum related products, and the excavation/off-site disposal of petroleum contents and petroleum impacted soil.

B. Related Sections include the following:

1. Division 2 Section "Building Demolition" for hazardous material removal in locations within existing buildings.

2. Division 2 Section "Excavation, Removal & Handling of Hazardous Material" for hazardous material disposal and removal in connection with remediation of hazardous material excavation.

3. Division 2 Section "Offsite Transportation and Disposal" for UST removal and in connection with remediation of hazardous material excavation.

4. Division 2 Section "Earthwork" for backfilling operations with clean NJSDA certified fill material.

1.3 SUBMITTALS

A. Qualification Data: For professional engineer and testing agency.
1. Contractor shall be certified to perform UST closure operations by NJDEP.

B. Material Test Reports: For all hazardous material identified.

C. Source quality-control test reports.

D. Field quality-control test reports.

E. Disposal documentation for USTs, and any contents removed, shall be provided in accordance with N.J.A.C. 7:14B and 7:26E.

PART 2 - EXECUTION

1.4 GENERAL

A. Remove underground storage tanks (USTs), piping, and all appurtenances in accordance with API recommended practice 1604 and N.J.A.C. 7:14B and 7:26E.

B. Materials and equipment as necessary to remove USTs in accordance with American Petroleum Institute (API) recommended practice 1604 and N.J.A.C. 7:14B and 7:26E.

C. The Engineer shall prepare reports documenting the removal of the USTs.

D. Engineer is responsible to obtain UST Closure Approval Permit including the associated NJDEP closure permit fee for USTs regulated by the NJDEP.

E. Contractor to remove existing landscaping including any concrete, asphalt, sub-base, and underlying soil.

F. Contractor to remove and legally dispose of the contents of the USTs including any petroleum products such as gasoline, diesel fuel, water, water/oil mixture and or sludge

G. Contractor shall excavate and stockpile soil in an area designated by Engineer.

H. Contractor shall clean the UST in ground, remove and dispose of all USTs, remove and dispose of any concrete aprons, and or tie downs, remove and dispose of appurtenances, including all fuel piping, vent piping and electrical conduits.

I. In the event any subsurface concrete UST anchor slab is encountered, the Contractor shall remove and dispose of the concrete and anchor slab.

J. The Contractor shall supply all equipment, materials and labor necessary to provide shoring and sheeting during excavation activities.

K. The Contractor shall be prepared to excavate, provide on-site stabilization, remove, and legally dispose of petroleum impacted soil at a unit price per UST. The unit price should include the cost to remove, stockpile, and properly dispose of impacted soil, and to furnish and install certified, clean backfill.

L. Upon removal of the USTs and underground piping, soil, and concrete anchor slab (if encountered) the contractor shall assist Engineer with collection of post-excavation samples. The Engineer shall oversee and investigate soils (including post-excavation soil screening and sampling.) after the USTs have been removed, to determine if additional soil excavation is necessary. Backfilling activities should proceed immediately upon receipt of acceptable post-excavation sample analytical results, as determined by the Engineer before the Contractor proceeds with backfilling operations with NJSDA certified clean fill material.

M. In the event that water enters the excavation prior to backfilling, dewatering activities will immediately precede backfilling activities. Upon successfully dewatering the excavation, the excavation will be backfilled with unimpacted excavated material, as designated by the Engineer, and supplemented with certified clean fill or backfill with ¾ - inch clean stone

material up to one foot above the water table and furnish and install geotextile material above the clean stone. The remainder of the excavation, above the geotextile material, is to be backfilled with certified clean fill material

N. The Contractor shall provide disposal documents for the sludge, residual fluids, concrete, asphalt, soil, USTs, and piping.

O. The Contractor shall notify the Construction Manager a minimum of one week prior to initiating removal activities.

P. The Contractor shall call and abide by the New Jersey One-Call (1-800-272-1000) requirements for obtaining utility mark-outs prior to excavation. The Contractor shall be responsible for locating and protecting all utilities and restoration of any disrupted utilities if necessary.

Q. The Contractor shall be responsible for obtaining road opening/sidewalk opening permits including all associated fees if necessary.

R. Sample collection (to be performed by the Engineer) shall proceed immediately upon removal of the USTs and underground fuel piping.

S. The Contractor will need to continuously coordinate its actions with those of the Engineer to facilitate a smooth and orderly progression of the remediation activities.

1.5 EXAMINATION

A. Examine areas and conditions for compliance with requirements for, removal of hazardous material and conditions affecting performance of work.

1.6 FIELD QUALITY CONTROL AND SCHEDULING

A. The contractor shall notify the Construction Manager a minimum of one week prior to initiating removal activities.

B. Contractor shall call the New Jersey One-Call (1-800-272-1000) to obtain utility mark-outs prior to excavation.

C. Sample collection (to be performed by the Engineer) shall proceed immediately upon removal of the USTs and underground fuel piping.

D. Testing Agency: Owner will engage a NJ certified laboratory to perform tests and analyses and prepare test reports.

E. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

F. The Contractor shall be solely responsible for means, methods, techniques, sequences and safety precautions associated with the actual excavating operations and extraction of the subject USTS. This includes, but is not limited to, maintaining the appropriate slopes on the sides of the excavation and safety protection around the open excavation in accordance with OSHA

requirements. Provide all necessary protection to insure that daily vehicle operation and/or pedestrian traffic will be protected from open trenches and work being performed

G. Contractor shall employ a site-specific health and safety program for use by its personnel and Subcontractors while on site.

H. The Engineer shall provide for laboratory analyses (i.e., waste classification analysis) for the known contaminated material and any suspected contaminated material generated during the UST closure and activities to be conducted by an NJDEP-certified laboratory. All analyses shall be in accordance with NJDEP regulations. Following receipt of analytical results, Contractor shall provide for the excavation, loading, transportation and disposal of all contaminated materials.

END OF SECTION 02115

SECTION 02150 - WASTE DISPOSAL REQUIREMENTS

PART 1 GENERAL

1.01 Description

A. This section specifies the requirements for disposal of uncontaminated wastes and hazardous and non-hazardous contaminated wastes generated during asbestos abatement, demolition, closure and removal of the underground storage tanks (USTs) and any remedial activity. This includes disposal of friable and non-friable asbestos, sludge, tank bottoms, unused product, contaminated water, contaminated soil, historic fill and all demolition rubble, construction wastes, etc.

1.02 Applicable Codes and Standards

A. USEPA, 40 CFR, Part 261, Identification and Listing of Hazardous Waste, latest edition.

B. N.J.A.C. 7:26-1, 2,3,4,7-13A, 16, 16A, 17 Hazardous Waste Regulations, latest edition.

PART 2 PRODUCTS

2.01 Materials/Equipment

A. The Contractor shall use watertight waste containers, dump and tank trucks conforming to applicable New Jersey Department of Transportation (DOT) Regulations.

B. The Contractor shall be responsible for labeling hazardous and non-hazardous materials containers with labels conforming to Federal, State and local regulations.

PART 3 EXECUTION

3.01 General Requirements

A. The Contractor shall be responsible for locating appropriate disposal facilities for all wastes generated during the entire course of the Contract. Such wastes may include, but are not limited to, uncontaminated debris and site demolition materials, non-hazardous solid and/or liquid wastes, and hazardous solid and/or liquid wastes.

1. The Contractor shall provide the Owner with the names and locations of all proposed disposal facilities prior to transportation of any waste materials from the site. All proposed disposal facilities must be approved by the Owner.

B. The Contractor shall be responsible for coordinating the safe legal transportation and off-site disposal of all waste material generated during the entire course of the Contract. Transportation and disposal of waste materials shall be in accordance with all applicable Federal, State and local codes and regulations.

1. The Contractor shall provide the Owner with the names and DEP license of all proposed transporters prior to the removal of any waste materials from the site. All proposed transporters must be approved by the Owner.

C. The Contractor shall ensure that off-site tracking of mud and soil is minimized in accordance with the requirements of the soil erosion plan.

If, in the Owner's opinion, the paved surfaces of the site and/or adjacent streets are affected by the transportation of materials from the loading area, the Contractor shall supply mechanized road cleaning equipment to clean the paved surfaces at no additional cost. The wash water will be disposed of in accordance with the Owner's instructions at no additional cost.

3.02 Waste Characterization

A. The Contractor shall coordinate and pay for all necessary sampling and analyses of stockpiled soils to be disposed of off-site in order to properly characterize them as either non-hazardous or hazardous, thereby ensuring the application of appropriate handling, transportation and disposal methods.

1. The Contractor shall provide the Owner with copies of the waste characterization analytical results a minimum of 5 working days prior to transportation of any waste materials from the site.

B. The Contractor shall coordinate and pay for all necessary sampling and analyses of wastewater generated during the entire Contract to properly characterize it and ensure appropriate handling, transportation and disposal methods. Such wastewater includes, but is not limited to, water generated during excavation dewatering, cleaning of the USTs, and decontamination operations.

C. The Contractor shall coordinate and pay for all necessary sampling and analyses of wastes generated during cleaning of the USTs including, but not limited to, free product, sludge, sediment and debris.

3.03 Disposal of Non-Hazardous Site Demolition Materials

A. All debris, rubbish and other materials resulting from demolition and/or construction operations shall be safely and legally removed from the site and disposed of in accordance with applicable Federal, State and local codes and regulations.
Burning of any demolition debris or rubbish on-site shall not be permitted.

B. All tractors and all trailers proposed to haul must be properly licensed by the NJDEP and display the appropriate sticker. No vehicle lacking registration will be loaded.

C. The Contractor shall provide daily disposal receipts showing the location and amount disposed, name and signature of truck driver and authorized recipient at disposal site.

D. No vehicle transporting waste materials will be permitted to leave the site until it is logged out by the Owner's Representative.

3.04 Disposal of Friable and Non-friable Asbestos

A. The Contractor shall be responsible for the proper handling and transportation of all friable and non-friable asbestos. Transport of friable and non-friable asbestos shall be in accordance with all applicable Federal, State (including NJDEP and NJDOT) and local codes and regulations.

1. The Contractor shall prepare all necessary manifests for transportation and disposal of the asbestos materials.

2. All vehicles and containers used to transport asbestos materials must be appropriately labeled.

B. All tractors and all trailers proposed to haul must be properly licensed by the NJDEP and display the appropriate sticker. No vehicle lacking registration will be loaded.

C. The Contractor shall provide daily disposal receipts showing the location and amount disposed, name and signature of truck driver and authorized recipient at disposal site.

D. No vehicle transporting asbestos waste materials will be permitted to leave the site until it is logged out by the Owner's Representative.

E. All trucks used to transport asbestos waste materials must be of watertight body construction and be lined with plastic. The trucks must be securely covered with plastic and tarps prior to exiting the site.

F. In the event of an accident or spill during transportation, the Contractor shall immediately notify the Owner. All spilled material shall be removed by the Contractor and property damage restored, all at the Contractor's expense.

3.04 Disposal of Contaminated Wastes

A. The Contractor shall be responsible for the proper handling and transportation of all non-hazardous and hazardous contaminated wastes. Transport of contaminated solid and/or liquid wastes shall be in accordance with all applicable Federal, State (including NJDEP and NJDOT) and local codes and regulations.

1. The Contractor shall prepare all necessary manifests for transportation and disposal of the waste materials.

2. All vehicles and containers used to transport contaminated waste materials must be appropriately labeled.

B. No vehicle transporting contaminated waste materials will be permitted to leave the site until it is logged out by the Owner's Representative.

C. All trucks used to transport contaminated waste materials must be of watertight body construction and be lined with plastic. The trucks must be securely covered with plastic and tarps prior to exiting the site.

D. In the event of an accident or spill during transportation, the Contractor shall immediately notify the Owner. All spilled material shall be removed by the Contractor and property damage restored, all at the Contractor's expense.

E. Bills of Lading and Waste Manifests.

1. Upon the removal of non-hazardous and hazardous wastes from the work site, the Contractor shall submit bills of lading to the Owner's Representative on a daily basis, a copy of which is to be included as part of the "Close Out" documentation. Such bills of lading shall contain:

Contractor's Name
Contractor's Address
Permit Number
Quantity of Waste Removed
Location, Name, and EPA ID Number of Waste Generator Facility
Name of Disposal Facility and its EPA ID Number
Disposal Facility Address
Date Removed from Work Site
Signature of Driver
Signature Receipt by Disposal Facility

2. The Contractor shall be responsible for the completion of all required hazardous waste manifest forms for hazardous materials regardless of material classification. Once completed and verified, the forms will be signed by the Owner. A copy of the forms shall be submitted to the Owner after they are signed by the disposal site. All truck weights must be indicated on the forms. Upon disposal at the approved facility, a certificate of disposal shall be issued to the Owner. The certificate of disposal shall include: A reference to the manifest number for each shipment; the name address and EPA ID Number of each facility at which the hazardous wastes were ultimately treated or destroyed; and the address and EPA ID Number of the generator facility.

3.05 Disposal of Removed Tanks

A. Prior to disposal, all tanks shall be properly cleaned, labeled, and rendered non-usable by industry standards in accordance with Section 02210, Excavation and Removal of Underground Storage Tank Systems.

B. Following removal, the tanks and associated piping shall be disposed of as non-RCRA scrap metal in accordance with all Federal, State and local regulations. Under no circumstances are the tanks to be reused.

C. Tanks shall be properly rigged in accordance with NJDOT requirements and shall be safely transported to an appropriate disposal facility. The Contractor shall provide to the Owner in writing, prior to tank and lift transport, the name, address, and phone number of the tank and lift disposal site to be utilized.

D. The Contractor shall furnish a certificate of destruction which certifies that the tanks, and piping were disposed of in a legal and safe manner, and shall include a description of the disposal method and location. The certificate shall be in writing and shall be signed by the Contractor, by any Subcontractors involved in disposal of the tanks, and by the tank transporter. This certificate shall be submitted to the Owner as part of the "Close Out" documentation.

END OF SECTION 02150

SECTION 02221 - BUILDING DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:

1. Demolition and removal of buildings and structures.
2. Demolition and removal of site improvements adjacent to a building or structure to be demolished.
3. Removing below-grade construction.
4. Disconnecting, capping or sealing, and abandoning in place and or removing site utilities.

B. Related Sections include the following:

1. Division 1 Section "Summary of the Work" for use of the premises and phasing requirements, and for restrictions on use of the premises due to occupancy of adjacent structures.
2. Division 1 Section "Photographic Documentation" for preconstruction photographs taken before building demolition.
3. Division 1 Section "Temporary Facilities and Controls" for temporary construction, protection facilities, and environmental-protection measures for building demolition operations.
4. Division 2 Section "Site Clearing" for site clearing and removal of above – and below – grade improvements not part of building demolition.
5. Division 2 Section "Earthwork" for site clearing and grading and the removal of above- and below-grade improvements not part of building demolition.
6. Division 2 Section "Underground Storage Tank (UST) Removal" for removal of underground tanks.
7. Division 2 Section "Excavation, Removal & Handling of Hazardous Materials" for demolition of building material.
8. Division 2 Section "Offsite Transportation and Disposal" for transportation of demolition materials from buildings.
9. Division 2 Section "Asbestos Removal and Disposal" for handling of asbestos material found in buildings.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or recycled.

B. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.

C. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or recycled.

D. PMF: Program Management Firm or Consultant.

1.4 SUBMITTALS

A. Qualification Data: For demolition firm, professional engineer, and refrigerant recovery technician.

B. Proposed Environmental-Protection, Dust-Control and Noise-Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.

C. Schedule of Building Demolition Activities: Indicate the following:

1. Detailed sequence of demolition and removal work, with starting and ending dates for each activity.
2. Interruption of utility services.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Locations of temporary protection and means of egress, including for other tenants affected by building demolition operations.

D. Inventory: After building demolition is complete, submit a list of items that have been removed and salvaged.

E. Predemolition Photographs and Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, to the Engineer's satisfaction, to ascertain any possible damage that might be misconstrued as damage caused by building demolition operations. Submit before Work begins.

F. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.5 QUALITY ASSURANCE

A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project. Proof of performance of similar projects for the last five calendar years, including the listing of past projects with company and contact names and telephone numbers.

B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

C. Standards: Comply with ANSI A10.6 – "Demolition Operation Standard" and NFPA 241 – "Standard for Safeguarding Construction, Alterations, and Demolition Operations".

D. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 1 Sections "Project Management and Coordination", "Coordination", "Pre-Construction Conference" and "Project Meeting". Review methods and procedures related to building demolition including, but not limited to, the following:

1. Inspect and discuss condition of construction to be demolished.
2. Review structural load limitations of existing structures.
3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review and finalize protection requirements.

1.6 PROJECT CONDITIONS

A. Buildings to be demolished will be vacated and their use discontinued before start of Work.

B. Owner will certify in writing that work in designated structures may proceed.

1. Provide not less than 72 hours notice to PMF before commencement of demolition activities.
2. Maintain access to existing walkways, exits, and other adjacent occupied or used facilities.

a. Do not close or obstruct walkways, exits, or other occupied or used facilities without written permission from PMF and authorities having jurisdiction.

C. Owner assumes no responsibility for buildings and structures to be demolished.

1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

D. Hazardous Materials: Hazardous materials are present in buildings and structures to be demolished. A preliminary assessment and site investigation reports on the presence of hazardous materials and is on file for review and use.

1. Hazardous material remediation is specified elsewhere in the Contract Documents.
2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
3. Contractor to report any and all suspected hazardous materials to PMF that are present in buildings and structures to be demolished because of building operations or processes performed there.

E. Storage or sale of removed items or materials on-site is not permitted.

1.7 COORDINATION

A. Arrange demolition schedule so as not to interfere with Owner's on-site operations.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. Satisfactory Soils: Comply with requirements in Division 2 Section "Earthwork."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Survey existing conditions and correlate with requirements indicated to determine extent of building demolition required and advise undocumented features to PMF.

B. Review Project Record Documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are the same as those indicated in Project Record Documents.

C. Inventory and record the condition of items to be removed and salvaged.

D. When unanticipated mechanical, electrical, or structural elements are encountered, investigate and measure the nature and extent of the element. Promptly submit a written report to PMF.

E. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

3.2 PREPARATION

A. Existing Utilities: To buildings to be demolished have been caped and disconnected by owner. In the event utilities are found identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished.
   1. Arrange to shut off indicated utilities with utility companies.
   2. If utility services are required to be removed, relocated, or abandoned, before proceeding with building demolition provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
   3. Cut off pipe or conduit a minimum of 24 inches below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

B. Existing Utilities: Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing and permit has been issued by the DCA. It is the contractor's responsibility to compile all documentation required to obtain building permit which includes but not limited to preparing notice to adjoining owners,

1. Remove refrigerant from air-conditioning equipment before starting demolition.

C. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of demolition.

2. Temporary shoring if required are to be designed by a Professional Engineer licensed in the state of New Jersey. Signed and sealed calculations shall be submitted to the owner and shall be kept on file.

3.3 PROTECTION

A. Existing Facilities: Protect adjacent walkways, loading docks, building entries, and other building facilities and utilities during demolition operations.

B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during demolition. When permitted by Owner, items may be removed to a suitable, protected storage location during demolition and reinstalled in their original locations after demolition operations are complete.

C. Existing Utilities: Maintain utility services indicated to remain and protect them against damage during demolition operations.

1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.

    a. Provide at least 72 hours notice to PMF if shutdown of service is required during changeover.

D. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated. Comply with requirements in Division 1 Section "Temporary Facilities and Controls."

1. Protect existing site improvements, appurtenances, and landscaping to remain.
2. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
3. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
4. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
5. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
6. Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise from occupied portions of adjacent buildings.

3.4 DEMOLITION, GENERAL

A. General: Demolish indicated existing buildings and structures and site improvements. Remove all footings, foundation walls, and floor slabs, except as shown on the plan for the project site. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Do not use cutting torches until work area is cleared of flammable materials. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
2. Maintain adequate ventilation when using cutting torches.
3. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

B. Engineering Surveys: Perform surveys as the Work progresses to detect hazards that may result from building demolition activities.

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

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner or building manager and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

3.5 MECHANICAL DEMOLITION

A. Remove buildings and structures and site improvements intact when permitted by authorities having jurisdiction.

B. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.

C. Remove debris from elevated portions by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

1. Remove structural framing members and lower to ground by method suitable to minimize ground impact or dust generation.

D. Concrete: Cut concrete full depth at junctures with construction indicated to remain, using power-driven saw, then remove concrete between saw cuts.

E. Masonry: Cut masonry at junctures with construction indicated to remain, using power-driven saw, then remove masonry between saw cuts.

F. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished at junctures with construction indicated to remain, then break up and remove.

G. Structural Steel: Dismantle field connections without bending or damaging steel members. Do not use flame-cutting torches unless otherwise authorized by authorities having jurisdiction.

1. Transport steel trusses and joists as whole units without dismantling them further.

H. Carpet and Pad: Remove in large pieces and roll tightly after removing demolition debris, trash, adhesive, and tack strips.

I. Equipment: Disconnect equipment at nearest fitting connection to services, complete with service valves. Remove as whole units, complete with controls.

J. Below-Grade Construction: Demolish foundation walls and other below-grade construction.

1. Remove below-grade construction, including basements, foundation walls, and footings, completely unless noted otherwise.

K. Existing Utilities: Demolish and remove existing utilities and below-grade utility structures.

1. Piping: Disconnect piping at unions, flanges, valves, or fittings.
2. Wiring Ducts: Disassemble into unit lengths and remove plug-in and disconnecting devices.

3.6 SITE RESTORATION

A. Below-Grade Areas: Rough grade below-grade areas ready for further excavation or new construction.

B. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials according to backfill requirements in Division 2 Section "Earthwork" and contract drawings.

C. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

3.7 REPAIRS

A. General: Submit repair schedule for Engineer's approval. Promptly repair damage to adjacent construction caused by building demolition operations.

B. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.

C. Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.

3.8 RECYCLING DEMOLISHED MATERIALS

A. General: Separate recyclable demolished materials from other demolished materials to the maximum extent possible. Separate recyclable materials by type.

1. Provide containers or other storage method approved by Engineer for controlling recyclable materials until they are removed from Project site.
2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
3. Stockpile materials away from demolition area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from the weather.
5. Transport recyclable materials off Owner's property and legally dispose of them.

B. Asphalt: Break up and transport asphalt to asphalt recycling facility.

3.9 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials and dispose of legally.

3.10 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began per documenting photography.

END OF SECTION 02221

SECTION 02230 - SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:

1. Protecting existing trees shrubs groundcovers plants and grass if indicated or directed to remain.
2. Removing existing trees shrubs groundcovers plants and grass unless otherwise indicated to remain.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Removing above- and below-grade site improvements.
6. Disconnect to service utilities to the buildings shall be done by Owner
7. All utilities are to be removed in the project site and disposed of according to applicable State, County and Local regulation..
8. Erosion and sedimentation control measures.

B. Related Sections include the following:

1. Division 1 Section "Temporary Facilities and Controls" for temporary utilities, temporary construction and support facilities, temporary security and protection facilities, and temporary erosion and sedimentation control procedures.
2. Division 1 Section "Summary of Work" for verifying utility locations and for recording field measurements.
3. Division 2 Section "Building Demolition" for demolition of buildings, structures, and site improvements.
4. Division 2 Section "Earthwork" for soil materials, excavating, backfilling, and site grading.

1.3 DEFINITIONS

A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of subsoil and weeds, roots, toxic materials, or other nonsoil materials.

B. Tree Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

1.4 MATERIAL OWNERSHIP

A. Except for stripped topsoil or other materials indicated to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.5 SUBMITTALS

A. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.

B. Record drawings, according to Division 1 Section "Project Record Documents," or as directed by owner shall identify and accurately locating capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.6 QUALITY ASSURANCE

A. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

1.7 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.

1. Do not proceed with work on adjoining property until directed by the NJSDA.

C. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.

D. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.

E. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Division 2 Section "Earthwork."

1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Locate and clearly flag trees and vegetation to remain or to be relocated.

C. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction sediment and erosion control Drawings a sediment and erosion control plan, specific to the site, that complies with EPA 832/R-92-005 or requirements of authorities having jurisdiction, whichever is more stringent.

B. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.

C. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 UTILITIES

A. Contractor will be provided with utility company disconnect letters. Contractor will be responsible for sealing indicated utilities that serve existing structures before site clearing.

1. Verify that utilities have been disconnected and capped before proceeding with site clearing.

B. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.

1. Arrange with utility companies to shut off indicated utilities.
2. Owner will arrange to shut off indicated utilities when requested by Contractor.

C. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Construction Manager not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Construction Manager's written permission.

D. Excavate for and remove underground utilities after confirming it has been disconnected unless, indicated to remain.

E. Removal of underground utilities shall be according to applicable State, County and Local regulations.

3.4 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction.

1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
3. Grind stumps and remove roots, obstructions, and debris extending to a depth of 18 inches below exposed subgrade.
4. Use only hand methods for grubbing within tree protection zone.
5. Chip removed tree branches and dispose of off-site.

B. Fill depressions caused by clearing and grubbing operations with approved fill material unless further excavation or earthwork is indicated.

1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

3.5 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.

B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.

1. Remove subsoil and nonsoil materials from topsoil, including trash, debris, weeds, roots, and other waste materials.

C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Limit height of topsoil stockpiles to 72 inches.
2. Do not stockpile topsoil within tree protection zones.
3. Dispose of excess topsoil as specified for waste material disposal.
4. Stockpile surplus topsoil to allow for respreading deeper topsoil.

3.6 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements unless otherwise noted.

B. Remove slabs, paving, pavers, curbs, gutters, footings, fences, fence footings, wall and wall footings, shrubs, trees, roots, stumps, foundations, and aggregate base and items as indicated or as directed.

1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.
2. Paint cut ends of steel reinforcement in concrete to remain to prevent corrosion.

3.7 DISPOSAL

A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

1. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities.

END OF SECTION 02230

SECTION 02270 - SOIL EROSION & SEDIMENT CONTROL MEASURES

1.01 GENERAL

A. This work shall consist of temporary control measures as indicated on the plans and as ordered by the Engineer during the life of the contract and as shown on drawings, to control erosion and sediment through use of berms, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses and other erosion control devices or methods.

B. The primary objective of this specification is to control soil erosion to the maximum extent practicable commensurate with reasonable and economical construction practices.

C. The temporary control provisions contained herein shall be coordinated with the permanent erosion control features (grass, pavement or other restorations) specified elsewhere in the contract to the extent practical to assure economical, effective and continuous erosion control throughout the construction and post-construction period.

D. The erosion control measures described herein shall be continued until the construction is complete and final restorations installed.

E. Wherever construction exposes work which is subject to erosion, the extent of such exposure in advance of the subsequent construction shall be subject to the approval of the Engineer. Erosion control features or other work to be completed within such areas shall follow as soon after exposure as practicable.

F. All materials and methods of construction shall be in accordance with the New Jersey State Standards for Soil Erosion and Sediment Control.

2.01 MATERIALS

A. Mulches may be hay, straw, fiber mats, netting, wood cellulose, corn or tobacco stalks, bark, corn cobs, wood chips, or other suitable material acceptable to the Engineer and shall be reasonably clean and free of noxious weeds and deleterious materials.

B. Temporary grass shall be a quick growing species (such as rye grass, Italian rye grass, or cereal grasses) suitable to the area providing a temporary cover as detailed on the "Construction and Soil Erosion/Sediment Control Details" Sheet of the contract drawings.

C. Fertilizer and soil conditioners shall be a standard commercial grade acceptable to the Engineer.

D. Requirements for silt fence:

1. Fence posts shall be spaced in accordance with the plans.

2. A filter fabric, recommended for such use by the manufacturer, shall be buried at least 6 inches deep in the ground and then shall extend 6" parallel to grade. The filter fabric shall extend at least 2 feet above the ground. Filter fabric may be fastened in place by stake or other accepted means as specified by the district office.

3. The barrier shall be constructed so water cannot bypass the barrier around the ends.

4. Inspection shall be frequent and repair or replacement shall be made promptly as needed.

5. The barrier shall be removed when it has served its usefulness so as not to block or impede storm flow or drainage.

E. Stabilized Construction Entrance:

1. Contractor shall construct one (1) construction entrances. The entrances shall be stabilized and maintained throughout the life of the project.

2. The stabilized construction entrances shall be as specified on the Construction and Soil Erosion & Sedimentation Control Details sheet C-5.

F. Inlet Protection

1. Contractor shall install inlet protection to all existing inlets prior to beginning construction.

2. Inlet protection shall be installed as detailed on the Construction and Soil Erosion/Sediment Control Details Detail Sheet C-5.

G. Other as specified by the Engineer.

3.01 METHODS OF CONSTRUCTION

A. Preconstruction Conference:

At the preconstruction conference or prior to the start of the applicable construction, the Contractor shall submit for acceptance his schedules for accomplishment of temporary and permanent erosion control work, as are applicable for excavation work, and any other elements of the project which may contribute to ground erosion of siltation. No work shall be started until the erosion control schedules and methods of operations have been accepted by the Engineer.

B. Construction Requirements:

1. The Engineer has the authority to limit the surface area of erodible earth material exposed by excavation and grading operations, and to direct the Contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of adjacent streams, water courses, or bodies of water. Such work may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, mats, seeding or other control devices or methods as necessary to control erosion. Cut slopes shall be temporarily seeded and mulched as the excavation proceeds to the extent considered desirable and practicable.

2. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable times as outlined in his accepted schedule. Temporary control measures will be used to correct conditions that develop during construction that were not foreseen during the design stages that are needed prior to installation or permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

3. Where erosion is likely to be a problem, excavation and grading operations shall be so scheduled and performed that permanent erosion control features can follow immediately; otherwise temporary erosion control measures may be required between successive construction stages.

4. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal or state or location agencies, the more restrictive laws, rules or regulations shall apply.

5. The Contractor will be responsible for maintaining all soil erosion and sediment control measures in an acceptable manner. All temporary measures shall be removed by the Contractor as directed by the Engineer.

4.01 QUANTITY AND PAYMENT

A. In case of repeated failures on the part of the Contractor to control erosion, pollution, and/or siltation, the Owner reserves the right to employ outside assistance or to use his own forces to provide the necessary corrective measures. Such incurred costs will be charged to the Contractor.

END OF SECTION 02270

SECTION 02300 – EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:

1. Interim grading.
2. Backfilling of hazardous and non-hazardous excavations.
3. Excavation of building footings, foundations, slabs, basements and crawl spaces.
4. Excavation support and protection, and removal when no longer needed.
5. Provide dewatering as required to protect subgrades and foundation soils.

B. Related Sections include the following:

1. Division 1 Section "Photographic Documentation" for recording preexcavation and earthwork progress.
2. Division 1 Section "Temporary Facilities and Controls" for temporary controls, utilities, and support facilities.
3. Division 2 Section "Site Clearing" for temporary erosion and sedimentation control measures, site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
4. Division 0-Bidding & Contract Forms, General Conditions, and Division 1, General Requirements

1.3 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Course placed between the subbase course and hot-mix asphalt paving.

C. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Drainage Course: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices changes in the Work.
2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

H. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. for bulk excavation or 3/4 cu. yd. for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:

1. Excavation of Footings, Trenches, and Pits: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch- wide, maximum, short-tip-radius rock bucket; rated at not less than 138-hp flywheel power with bucket-curling force of not less than 28,090 lbf and stick-crowd force of not less than 18,650 lbf; measured according to SAE J-1179.
2. Bulk Excavation: Late-model, track-mounted loader; rated at not less than 210-hp flywheel power and developing a minimum of 48,510-lbf breakout force with a general-purpose bare bucket; measured according to SAE J-732.

I. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested by an independent geotechnical testing agency, according to ASTM D 1586.

J. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

K. Subbase Course: Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

L. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

M. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

N. NJSDA Certified Clean Fill: Certified clean fill for the purposes of remediation shall represent, uncontaminated, non-water soluble, non-decomposable, inert solids, such as quarry process rock, soil, sand or gravel from a certified virgin source. Based on visual inspection, imported certified clean fill shall not contain free liquids, extraneous debris, or solid waste. Documentation of certified clean fill shall be in the form of a written certification provided by the supplier of the fill material that to the best of the affiant's knowledge and belief the fill material being imported does not contain constituents of concern in excess of a New Jersey soil cleanup criteria, and that the recycled material originates from a natural environment without degradation caused by human influences. Upon approval by Design Consultant, certified clean fill originating from an NJDEP-regulated Class B Recycler may be considered acceptable for use upon receipt of appropriate analytical testing that demonstrates the imported fill does not contain constituents of concern in excess of the current NJDEP Residential Direct Contact Soil Cleanup Criteria.

O. Impact to Groundwater Soil Cleanup Criteria: Is the New Jersey numerical criteria applicable to soil and fill quality, that when exceeded may require a groundwater quality investigation, and depending on the results of the groundwater quality investigation may require an engineering or institutional control to meet the established health risk or environmental exposure standards for groundwater.

P. Imported Fill: Represents clean fill or certified clean fill materials brought onto a site from an off-site location to be used in the performance of work associated with backfilling of utility trenches, backfilling of basements, landscaping, playfields construction, engineered soil caps, raising the site topographic elevation, or backfilling of excavations required as part of an approved remedial action.

Q. Residential Direct Contact Soil Cleanup Criteria: Is the New Jersey numerical criteria applicable to soil and fill quality that when met is considered protective of an unrestricted residential site use, and does not require either an engineering or institutional control to meet the established health risk or environmental exposure standards.

R. Restricted Use: Applies to New Jersey real property that does require an engineering or institution control to meet the established health risk or environmental standards.

S. Non-Residential Direct Contact Soil Cleanup Criteria: Is the New Jersey numerical criteria applicable to soil and fill quality that when met is protective of a restricted non-residential site use, and will require either an engineering or institutional control to meet the established health risk or environmental exposure standards.

T. Unrestricted Use: Applies to New Jersey real property that does not require either an engineering or institutional control to meet the established health risk or environmental standards.

U. Virgin Source: A source of material from a commercial or noncommercial source, supported by written certification from a supplier of material, that the material originates from a natural environment without degradation caused by human influences.

1.4 SUBMITTALS

A. Product Data: For the following:
   1. Geotextile.

B. Samples: 12-by-12-inch Sample of separation geotextile.

C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:

   1. Classification according to ASTM D 2487 of each on-site and borrow soil material proposed for fill and backfill.
   2. Laboratory compaction curve according to ASTM D 698 for each on-site soil material proposed for fill and backfill.
   3. Analyses shall include one optimum moisture-maximum density curve and one grain size analysis for each material.

D. Submit name of imported materials suppliers. Provide materials from same source throughout the work. Change of source requires approval. Source materials suppliers shall be certified by the Hudson-Essex-Passaic Soil Conservation District.

E. All soil proposed for utilization as part of site remediation activities shall be NJSDA certified clean fill from a virgin source, as defined in section 1.5, or from an NJDEP-regulated Class B Recycler. A written certification shall be provided to the Architect/Engineer by the supplier of the fill material. The certification shall include the name of the affiant, 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 clean fill. The certification shall also state that to the best of the affiant's knowledge and belief the fill material being imported does not contain constituents of concern in excess of a New Jersey soil cleanup criteria.

F. The certification for clean fill originating from an NJDEP-regulated Class B Recycler must be free of any constituents of concern in excess of New Jersey Residential Direct Contact Soil Cleanup Criteria. In addition to the required written certification, recycled materials proposed for use as certified clean fill shall also be analyzed for Total Petroleum Hydrocarbons ("TPH"), TAL Metals, TCL VOCs, TCL SVOCs, Pesticides/Herbicides, and PCBs. at a minimum frequency of one composite sample per 1,000 CY of material per each different source for the first 5,000 CY and one composite sample for each additional 5,000 CY. All environmental analyses shall be conducted by an NJDEP-certified laboratory. All costs are to be borne by the Contractor.

G. Geotechnical and environmental analytical testing shall be completed before fill materials are brought to the site. No sampling of imported soil or fill material shall be performed on the project site. Copies of all laboratory test results shall be supplied to the Architect/Engineer and/or Owner prior to emplacement of imported fill or topsoil.

H. Bills of lading shall be provided to the Architect/Engineer to document the source(s) of all imported fill and topsoil.

I. A 50-pound sample of each imported fill material to be used shall be submitted to the Architect/Engineer for appropriate testing and approval ten (10) days prior to the start of the earthwork.

J. Seismic Survey Report: For record purposes; from seismic survey agency.

K. Pre-excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by earthwork operations. Submit before earthwork begins.

1.5 QUALITY ASSURANCE

A. Blasting: is not permitted.

B. Seismic Survey Agency: An independent testing agency, acceptable to authorities having jurisdiction, experienced in seismic surveys and blasting procedures to perform the following services:

1. Report types of explosive and sizes of charge to be used in each area of rock removal, types of blasting mats, sequence of blasting operations, and procedures that will prevent damage to site improvements and structures on Project site and adjacent properties.
2. Seismographic monitoring during blasting operations.

C. Owner shall engage a qualified Geotechnical Engineer and/or Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.

D. Allow Geotechnical Engineer to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work complies with requirements. All test results shall be submitted to the Architect/Engineer for review.

E. Preexcavation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

F. Excavation Support and Protection: Contractor shall retain a licensed Engineer to evaluate the project conditions and design all required shoring and bracing, dewatering and other excavation support and protection measures. Contractor shall be solely responsible to review available existing data, perform his own investigations and/or studies as he deems appropriate. Contractor shall be solely responsible to provide a competent entity pursuant to the requirements of 29 CFR 1926, Sub-part P.

G. Dewatering: Contractor shall be solely responsible to review available existing data, perform his own testing and/or other studies required to estimate dewatering quantities and develop his appropriate means and methods. Dewatering quantities which may be indicated in any consultant's reports or permit application submissions are provided for convenience only, are not part of the Contract Documents, and shall not form the basis of the Contractor's bid.

1.6 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Owner and then only after arranging to provide temporary utility services according to requirements indicated.

1. Notify Construction Manager not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Construction Manager's written permission.
3. Contact utility-locator service for area where Project is located before excavating.

B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.

1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.

F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve. Or shall satisfy all requirements for dense graded aggregate, as per Section 901.08 of the New Jersey Division of Transportation Standard Specifications for road and bridge construction.

G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

H. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

I. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.

J. Sand: ASTM C 33; fine aggregate, natural, or manufactured sand.

K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

L. All soil shall conform to the NJSDA Standard for Certified Clean Fill.

M. Topsoil material shall conform as specified in 5.2 Imported Topsoil below

2.2 GEOTEXTILES

A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: Class 2; AASHTO M 288.
2. Grab Tensile Strength: 157 lbf; ASTM D 4632.
3. Sewn Seam Strength: 142 lbf; ASTM D 4632.
4. Tear Strength: 56 lbf; ASTM D 4533.
5. Puncture Strength: 56 lbf; ASTM D 4833.
6. Apparent Opening Size: No. 40 sieve, maximum; ASTM D 4751.
7. Permittivity: 0.5 per second, minimum; ASTM D 4491.
8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

B. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: Class 2; AASHTO M 288.
2. Grab Tensile Strength: 247 lbf; ASTM D 4632.
3. Sewn Seam Strength: 222 lbf; ASTM D 4632.
4. Tear Strength: 90 lbf; ASTM D 4533.
5. Puncture Strength: 90 lbf; ASTM D 4833.
6. Apparent Opening Size: No. 60 sieve, maximum; ASTM D 4751.
7. Permittivity: 0.02 per second, minimum; ASTM D 4491.
8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

2.3 CONTROLLED LOW-STRENGTH MATERIAL

A. Controlled Low-Strength Material: Low-density, self-compacting, flowable concrete material as follows:

1. Portland Cement: ASTM C 150, Type II.
2. Fly Ash: ASTM C 618, Class C or F.
3. Normal-Weight Aggregate: ASTM C 33, 3/4-inch nominal maximum aggregate size.
4. Foaming Agent: ASTM C 869.
5. Water: ASTM C 94/C 94M.
6. Air-Entraining Admixture: ASTM C 260.

B. Produce low-density, controlled low-strength material with the following physical properties:

1. As-Cast Unit Weight: 30 to 36 lb/cu. ft. at point of placement, when tested according to ASTM C 138/C 138M.
2. Compressive Strength: 80 psi, when tested according to ASTM C 495.

C. Produce conventional-weight, controlled low-strength material with 80-psi compressive strength when tested according to ASTM C 495.

2.4 ACCESSORIES

A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:

B. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:

1. Red: Electric.
2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Division 2 Section "Site Clearing."

C. Protect and maintain erosion and sedimentation controls, which are specified in Division 2 Section "Site Clearing," during earthwork operations.

D. Provide protective insulating materials to protect subgrades and foundation soils against freezing temperatures or frost.

3.2 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Redirect surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
2. Install a dewatering system, specified in Division 2 Section "Dewatering," to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

C. Contractor is solely responsible to estimate ground water depths and inflow for the purposes of designing his dewatering system. Information provided herein is for convenience only. Contractor shall conduct his own studies and investigations to confirm ground water levels and inflow volumes.

D. Contractor shall (at all times) take such precautions as are necessary to keep the work free from ground and/or surface water. The Contractor shall be responsible for any and all dewatering as may be required to satisfactorily construct all work detailed on the Drawings or specified herein.
1. Provide pump(s) of adequate capacity to remove water from excavations which may it enter.
2. Remove water in such manner that it will not interfere with progress of the work.

E. Contract or shall provide an adequate system to lower and control groundwater to permit excavation, and placement of fill materials on dry subgrades. Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations. Maintain piezometric water level a minimum of 24 inches (600 mm) below surface of excavation.

F. Dispose of water removed from excavations in a manner to avoid endangering public health, property, and portions of work under construction or completed. Dispose of water in a manner to avoid inconvenience to others. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.

3.3 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

B. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Engineer. The Contract Sum will be adjusted for rock excavation according to unit prices included in the Contract Documents. Changes in the Contract time may be authorized for rock excavation.

1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.

a. Intermittent drilling; blasting, if permitted; ram hammering; or ripping of material not classified as rock excavation is earth excavation.
b. Rock excavation includes removal and disposal of rock.

3.4 DEMOLITION EXCAVATION

A. All excavations resulting from the removal and demolition of on-site improvements, including but not limited to, existing structure, footings, foundations, slabs, basements, crawl spaces, loading docks, asphalt pavement, concrete walkways, retaining walls, and landscaping to be backfilled with clean fill or certified clean fill meeting the requirements of structural fill.

B. Contaminated or hazardous excavations are to be separated from other excavation types and material disposed at acceptable facilities in accordance with Federal, State and Local laws, regulations, and ordinances.

C. Contractor is solely responsible for excavation, sheeting/shoring and safety.

3.5 SUBGRADE INSPECTION

A. Notify Construction Manager when excavations have reached required subgrade.

B. If Construction Manager determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

C. Proof-roll subgrade below the building slabs and pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
2. Proof-roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Construction Manager, and replace with compacted backfill or fill as directed.

D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.6 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Construction Manager.

1. Fill unauthorized excavations under other construction or utility pipe as directed by the Owner or their authorized representative.

3.7 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

B. Contaminated or hazardous excavations are to be separated from other excavation types and material disposed at acceptable facilities in accordance with Federal, State and Local laws, regulations, and ordinances.

3.8 BACKFILL

A. All backfilling operations shall be closely coordinated with requirements of the Geotechnical Engineer.

B. Place and compact backfill in excavations promptly, but not before completing the following:
1. Surveying locations of underground utilities for Record Documents.
2. Testing and inspecting underground utilities.
3. Removing concrete formwork.
4. Removing trash and debris.
5. Removing temporary shoring and bracing, and sheeting.
6. Installing permanent or temporary horizontal bracing on horizontally supported walls.

C. Place backfill on subgrades free of mud, frost, snow, or ice.

3.9 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

B. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.
2. Under walks and pavements, use satisfactory soil material.
3. Under steps and ramps, use engineered fill.
4. Under building slabs, use engineered fill.
5. Under footings and foundations, use engineered fill.

C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.10 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight. The optimum moisture content shall be per ASTM D1557 or as specified by the Geotechnical Engineer.

3.11 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:

1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 92 percent.
3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
4. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

3.12 INTERIM GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
3. Back blade and seal roll exposed surface to reduce infiltration.

B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Lawn or Unpaved Areas: Plus or minus 1 inch.
2. Walks: Plus or minus 1 inch.
3. Pavements: Plus or minus 1/2 inch.

C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.13 SUBBASE AND BASE COURSES

A. Place subbase and base course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place subbase and base course under pavements and walks as follows:

1. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
2. Place base course material over subbase course under hot-mix asphalt pavement.
3. Shape subbase and base course to required crown elevations and cross-slope grades.
4. Place subbase and base course 6 inches or less in compacted thickness in a single layer.
5. Place subbase and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
6. Compact subbase and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

C. Pavement Shoulders: Place shoulders along edges of subbase and base course to prevent lateral movement. Construct shoulders, at least 12 inches wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.14 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.

B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.

C. subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Engineer.

D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:

1. Trench Backfill: At each compacted initial and final backfill layer, at least 1 test for each 150 feet or less of trench length, but no fewer than 2 tests.

E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

F. Excavation Support and Protection: Contractor shall retain a licensed Engineer to evaluate the project conditions and design all required shoring and bracing, dewatering and other excavation support and protection measures. Contractor shall be solely responsible to review available existing data, perform his own investigations and/or studies as he deems appropriate. Contractor shall be solely responsible to provide a competent entity pursuant to the requirements of 29 CFR 1926, Sub-part P.

G. Dewatering: Contractor shall be solely responsible to review available existing data, perform his own testing and/or other studies required to estimate dewatering quantities and develop his appropriate means and methods. Dewatering quantities which may be indicated in any consultant's reports or permit application submissions are provided for convenience only, are not part of the Contract Documents, and shall not form the basis of the Contractor's bid.

3.15 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

D. Graded topsoiled, fertilized and seeded areas per the Interim Grading & Soil Erosion and Sediment Control Plan Sheet C-4 shall be protected and be free form ruts and construction other debris at the time of final acceptance of the contract. Any settlement and damage shall be repaired prior to acceptance of the contract.

3.16 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

B. Disposal: Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Engineer.

1. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it in accordance with NJDEP regulations off Owner's property.

C. Bills of lading and disposal manifests shall be provided to the Architect/Engineer to document the off-site disposal of all material.

D. The Contractor shall provide laboratory analyses (i.e. waste classification analysis) for any known and suspected contaminated material generated from excavation and UST closure activities. These analyses are to be conducted by a NJDEP-certified laboratory and all analyses shall be in accordance with NJDEP regulations. Following receipt of analytical results, the Contractor shall provide for the excavation, loading, transportation and disposal of all contaminated materials.

IMPORTED CERTIFIED CLEAN FILL AND TOPSOIL SPECIFICATION

4.1 DESCRIPTION OF CERTIFIED CLEAN FILL AND TOPSOIL

4.1.1 This section refers to all imported fill material and topsoil, and applies to all related sections throughout the project specification.

4.1.2 Certifications and other submittals required for review and approval shall be provided to the Design Consultant.

4.1.3 When required to meet an unrestricted use of the property, the Contractor shall utilize clean imported fill material to raise a topographic elevation to the final grade elevation as indicated on the Approved Construction Drawings for a proposed school facility project. This includes structural clean fill necessary to support foundation construction, backfill utility trench excavations, backfill basements, landscaping, playfields and athletic field construction, engineered caps, or backfill associated with environmental remediation activities.

4.2 REFERENCED STANDARDS

4.2.1 NJDEP Technical Requirements for Site Remediation (7:26E-1 et. seq.)

4.2.2 New Jersey Soil Cleanup Criteria (1999, as amended)

4.2.3 NJDEP Guidance Document for the Remediation of Contaminated Soil

4.3 SUBMITTALS

4.3.1 Total Petroleum Hydrocarbons ("TPH"), TAL Metals, TCL VOCs, TCL SVOCs, Pesticides/Herbicides, and PCBs. at a minimum frequency of one composite sample per 1,000 CY of material per each different source for the first 5,000 CY. One composite sample for each additional 5,000 CY.

4.3.2 Testing shall be completed before fill materials are brought to the site. No sampling of imported soil or fill material shall be performed on NJSDA project sites.

4.3. 3 Copies of all laboratory test results shall be supplied to the Design Consultant and/or Owner prior to emplacement of imported fill or topsoil on a property that will require an unrestricted use.

4.4 MEASUREMENT

4.4.1 Measurement of quantities shall be based on number of tons, based on certified scale receipts, of material that is actually transported and imported to the project site. Certified scale receipts shall be provided to the Design.

4.4.2 Weight scales shall be certified by the State of New Jersey, Department of Community Affairs, Office of Weights and Measures.

4.5 DELIVERY, STORAGE AND HANDLING

4.5.1 Perform in a manner to prevent cross contamination or commingling of materials.

4.5.2 The Contractor shall propose the source of all backfill and topsoil material. The Design Consultant shall approve the source of backfill. At the option of the Design Consultant and/or Owner, he/she may request and arrange to inspect the proposed source of backfill material and obtain samples for physical and chemical testing.

4.5.3 No imported fill or topsoil shall be delivered to the site until all required certifications have been approved by the Design Consultant.

4.5.4 Clean fill material and topsoil shall not be delivered to a site that will require an unrestricted use, unless a certification is provided by the supplier of the material that to the best of the affiant's knowledge and belief the fill material does not contain constituents of concern in excess of a New Jersey soil cleanup criteria, and fill material originates from a natural environment without degradation by human influences.

4.5.5 Clean fill material and topsoil shall not be delivered to a site that will require an unrestricted use until analytical test results are approved by the Design Consultant.

MATERIALS - IMPORTED CERTIFIED CLEAN FILL AND TOPSOIL

5.1 IMPORTED FILL

5.1.1 Fill material shall consist of inorganic, readily compactable, predominantly well-graded granular soils with not more than 12% fines (material passing the No. 200 sieve), and a maximum particle size of 3 inches, conforming to NJDOT I-5 gradation and having a classification of SW or SW-SM in accordance with ASTM D 2487. The moisture content of the backfill materials shall be controlled within 2% of the optimum moisture content, as determined by the Modified Proctor Test (ASTM D 1557), by wetting, aeration or blending, as necessary.

5.1.2 Contractor shall provide written certification from the generator, documenting that the imported clean fill represents a virgin material from a commercial or non-commercial source, and that the fill originates from a natural environment without degradation caused by human influences.

5.1.3 When a school district or property owner will not accept an engineering or institutional control for the site, the Contractor shall provide certification through accepted analytical methods, subject to inspection and verification by the Design Consultant and/or Owner, that the fill material to be emplaced is suitable for an unrestricted use.

5.1.4 Bills of lading shall be provided to the Design Consultant and/or Owner to document the source(s) of fill. The name of the affiant and relationship to the source of the clean fill; the location where the clean 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 clean fill.

5.1.5 The use of Class B recycled concrete aggregate (RCA) from an off-site source, unless it has been given prior approval by NJDEP as part of a remedial action work plan (RAWP) or as part of an approved soil recycling beneficial use determination for the specific project site, shall not be permitted. The Contractor shall provide certification of such approval to the Design Consultant for review in advance of scheduling this work. All testing required for this determination shall be in compliance with NJDEP's guidance for the sampling and analysis of concrete designated for recycling.

5.1.6 All construction shall be in accordance with all applicable codes and regulations.

5.1.7 The Contractor is solely responsible for compliance with specified criteria and for provision of certifications.

5.1.8 All environmental testing costs necessary to certify that the material is suitable for unrestricted use are to be borne by the Contractor. Prior to importation of recycled materials testing shall be completed according to NJDEP Beneficial Use Determination (BUD) requirements, the cost of which shall be borne by the Contractor. Use of such material shall be subject to approval by NJDEP for beneficial reuse, the Design Consultant for compliance based on a review of required certifications, and shall be subject to approval by the Geotechnical Engineer for bearing, drainage, and compaction characteristics.

5.2 IMPORTED TOPSOIL

5.2.1 When a property-owner subject to remediation oversight by a regulatory agency will not accept a continued use of either an engineering or institutional control for the site, or as directed by the Design Consultant and/or Owner, the Contractor shall provide certification through accepted analytical methods, subject to inspection and verification that the topsoil material is suitable for unrestricted use prior to emplacement.

5.2.2 Unless an alternative sampling program is approved by the Design Consultant and/or Owner and is acceptable to NJDEP, the Contractor shall submit laboratory data for the proposed topsoil at a frequency of one (1) composite sample per 500 CY per each different source. Total Petroleum Hydrocarbons ("TPH"), TAL Metals, TCL SVOCs, Pesticides/Herbicides, and PCBs. at a minimum frequency of one composite sample per 500 CY of material per each different source for the first 5,000 CY. One composite sample for each additional 5,000 CY.

5.2.3 Bills of lading shall be provided to the Owner and/or authorized representative to document the source(s) of clean topsoil. The name of the affiant and relationship to the source of the topsoil; the location where the topsoil 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 clean topsoil.

5.2.4 Natural, friable soil representative of productive, well-drained soils in the area, free of subsoil, stumps, rocks larger than one inch diameter, brush, weeds, toxic substances, and other material detrimental to plant growth.

5.2.5 Free of viable Bermuda grass, quack grass, Johnson grass, nutsedge, poison ivy, Canada thistle, and other objectionable grassy or broadleaf weeds.

5.2.6 Acid-Alkaline Range pH 5.8 to 6.5.

5.2.7 Free of pests, pest larvae, and matter toxic to plants.

5.2.8 Maximum soluble salts: 500 mg/kg.

5.2.9 Minimum 2.75% organic matter content.

5.2.10 Gradation Range: Sand (2.00 mm to 0.05 mm) - 40% to 80% percent; Silt (0.05 mm to 0.005 mm) - 10% to 30%; Clay (<0.005 mm) – 10% to 30%. When one-half of the sand content is larger than 0.50 mm, the maximum sand content shall be 75%, and maximum clay content shall be 15%.

END OF SECTION 02300

SECTION 02821 - CHAIN-LINK FENCES AND GATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:

1. Galvanized steel chain-link fabric.
2. Aluminum chain-link fabric.
3. Galvanized steel framework.
4. Temporary Chain Link Fence

B. Related Sections include the following:

1. Division 2 Section "Earthwork" for filling and for grading work.

1.3 DEFINITIONS

A. CLFMI: Chain Link Fence Manufacturers Institute.

1.4 SUBMITTALS

A. Product Data: Material descriptions, construction details, dimensions of individual components and profiles, and finishes for the following:

1. Fence and gateposts, rails, and fittings.
2. Chain-link fabric, reinforcements, and attachments.
3. Gates and hardware.

B. Shop Drawings: Show locations of fence, each gate, posts, rails, and tension wires and details of extended posts, extension arms, gate swing, or other operation, hardware, and accessories. Indicate materials, dimensions, sizes, weights, and finishes of components. Include plans, elevations, sections, gate swing and other required installation and operational clearances, and details of post anchorage and attachment and bracing.

C. Product Certificates: Signed by manufacturers of chain-link fences and gates certifying that products furnished comply with requirements.

D. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of engineers and owners, and other information specified.

E. Field Test Reports: Indicate and interpret test results for compliance of chain-link fence and gate grounding and bonding with performance requirements.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has completed chain-link fences and gates similar in material, design, and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

B. Source Limitations for Chain-Link Fences and Gates: Obtain each color, grade, finish, type, and variety of component for chain-link fences and gates from one source with resources to provide chain-link fences and gates of consistent quality in appearance and physical properties.

1.6 PROJECT CONDITIONS

A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

PART 2 - PRODUCTS

2.1 CHAIN-LINK FENCE FABRIC

A. Steel Chain-Link Fence Fabric: Fence to be eight foot high surrounding the property. Provide fabric fabricated in one-piece widths for fencing in height of 12 feet (3.6 m) and less. Comply with CLFMI's "Product Manual" and with requirements indicated below:

1. Mesh and Wire Size: 1/2-inch (13-mm) mesh, 0.120-inch (3.05-mm) diameter]

2. Aluminum-Coated (Aluminized) Fabric: ASTM A 491, with metallic coating Type I, aluminum coated (aluminized), applied to steel wire according to ASTM A 817.

B. Aluminum-Alloy Chain-Link Fence Fabric: ASTM F 1183, with mill finish.

1. Mesh and Wire Size: [2-inch (50-mm) mesh, 0.192-inch (4.88-mm) diameter] [2-inch (50-mm) mesh, 0.148-inch (3.76-mm) diameter] [1-3/4-inch (44-mm) mesh, 0.148-inch (3.76-mm) diameter] [1-inch (25-mm) mesh, 0.148-inch (3.76-mm) diameter].

C. Selvage: Knuckled at both selvages.

2.2 INDUSTRIAL FENCE FRAMING

A. Round Aluminum Pipe: Standard weight, Schedule 40, extruded structural aluminum pipe, alloy 6063-T6, mill finish, complying with ASTM B 429. Comply with ASTM F 1043, Material Design Group IB, and the following strength and stiffness requirements:

1. Line, End, Corner, and Pull Posts and Top Rail: Per requirements for Heavy Industrial Fence.

B. ASTM F 1043, and complying with CLFMI's "Product Manual," Type I for the following components and fence fabric height:

1. End, Corner, and Pull Posts: For fence fabric height more than 6 feet (1.83 m).

2.3 TENSION WIRE

A. General: Provide horizontal tension wire at the following locations:
1. Location: Extended along bottom of fence fabric.

2.4 INDUSTRIAL SWING GATES

A. General: Comply with ASTM F 900 for the following swing-gate types:

1. Double gate.

B. Metal Pipe and Tubing: Galvanized steel. Comply with ASTM F 1083 and ASTM F 1043 for materials and protective coatings.

C. Metal Pipe and Tubing: Aluminum. Comply with ASTM B 429 and ASTM F 1043 for materials and protective coatings.

D. Frames and Bracing: Fabricate members from round, galvanized steel tubing with outside dimension and weight according to ASTM F 900 for the following gate fabric height:

1. Gate Fabric Height: More than 6 feet.

E. Frame Corner Construction: As follows:

1. Welded.
2. Assembled with corner fittings [and 5/16-inch- (7.9-mm-) diameter, adjustable truss rods for panels 5 feet (1.52 m) wide or wider].
3. Welded or assembled with corner fittings [and 5/16-inch- (7.9-mm-) diameter, adjustable truss rods for panels 5 feet (1.52 m) wide or wider].

F. Gate Posts: Fabricate members from round galvanized steel pipe with outside dimension and weight according to ASTM F 900 for the following gate fabric heights and leaf widths:

G. Gate Posts: Fabricate members from round aluminum pipe with outside dimension and weight according to ASTM F 900 for the following gate fabric heights and leaf widths:

1. Gate Fabric Height by Leaf Width: Over 6 feet (1.83 m) by 6 feet (1.83 m) or less.
2. Gate Fabric Height by Leaf Width: Over 6 feet (1.83 m) by over 6 feet (1.83 m) but not over 12 feet (3.66 m).
3. Gate Fabric Height by Leaf Width: Over 6 feet (1.83 m) by over 12 feet (3.66 m) but not over 18 feet (5.49 m).
4. Gate Fabric Height by Leaf Width: Over 6 feet (1.83 m) by over 18 feet (5.49 m) but not over 24 feet (7.32 m).

H. Extended Gate Posts and Frame Members: Extend gate posts and frame end members above top of chain-link fabric at both ends of gate frame [12 inches (300 mm)].

I. Hardware: Latches permitting operation from both sides of gate, hinges, [center gate stops] and, for each gate leaf more than 5 feet (1.5 m) wide, keepers. Fabricate latches with integral eye openings for padlocking; padlock accessible from both sides of gate.

2.5 FITTINGS

A. General: Provide fittings for a complete fence installation, including special fittings for corners. Comply with ASTM F 626.

B. Post and Line Caps: Hot-dip galvanized pressed steel. Provide weather-tight closure cap for each post.

1. Provide line post caps with loop to receive tension wire or top rail.

C. Rail and Brace Ends: Hot-dip galvanized pressed steel. Provide rail ends or other means for attaching rails securely to each gate, corner, pull, and end post.

D. Rail Fittings: Provide the following:

1. Top Rail Sleeves: Hot-dip galvanized pressed steel. Not less than 6 inches (153 mm) long.
2. Rail Clamps: Hot-dip galvanized pressed steel. Provide line and corner boulevard clamps for connecting top and intermediate rails in the fence line to line posts.

E. Tension and Brace Bands: Hot-dip galvanized pressed steel.

F. Tension Bars: Hot-dip galvanized steel, length not less than 2 inches (50 mm) shorter than full height of chain-link fabric. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post.

G. Truss Rod Assemblies: Hot-dip galvanized steel rod and turnbuckle or other means of adjustment.

H. Tie Wires, Clips, and Fasteners: Provide the following types according to ASTM F 626:

1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, complying with the following:
   a. Hot-Dip Galvanized Steel: 0.148-inch- (3.76-mm-) diameter wire; galvanized coating thickness matching coating thickness of chain-link fence fabric
2. Power-driven fasteners.

3. Round Wire Hog Rings: Hot-dip galvanized steel or aluminum for attaching chain-link fabric to horizontal tension wires.

2.6 CAST-IN-PLACE CONCRETE

A. General: Comply with ACI 301 for cast-in-place concrete.

B. Materials: Portland cement complying with ASTM C 150 aggregates complying with ASTM C 33, and potable water for ready-mixed concrete complying with ASTM C 94. Measure, batch, and mix Project-site-mixed concrete according to ASTM C 94.

1. Concrete Mixes: Normal-weight concrete air entrained with not less than 3000-psi (20.7-MPa) compressive strength (28 days), 3-inch (75-mm) slump, and 1-inch (25-mm) maximum size aggregate.

C. Materials: Dry-packaged concrete mix complying with ASTM C 387 for normal-weight concrete mixed with potable water according to manufacturer's written instructions.

2.7 GROUT AND ANCHORING CEMENT

A. Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout, recommended in writing by manufacturer, for exterior applications.

B. Erosion-Resistant Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with potable water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended in writing by manufacturer for exterior applications.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting performance. Permanent fencing will be placed behind right-of-way line, based upon current tax map street widths.

1. Do not begin installation before final grading is completed, unless otherwise permitted by NJSDA.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet (152.5 m) or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.3 INSTALLATION, GENERAL

A. General: Install chain-link fencing to comply with ASTM F 567 and more stringent requirements specified.

1. Install fencing on established boundary lines inside property line.

B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed or compacted soil.

C. Post Setting: Hand-excavate holes for post foundations in firm, undisturbed or compacted soil. Set all posts in concrete footings. Protect portion of posts aboveground from concrete splatter. Place concrete around posts and vibrate or tamp for consolidation. Using mechanical devices to set line posts per ASTM F 567 is permitted. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during placement and finishing operations until concrete is sufficiently cured.

1. Dimensions and Profile: As indicated on Drawings.
2. Exposed Concrete Footings: Extend concrete 2 inches (50 mm) above grade, smooth, and shape to shed water. Concrete footings to extend thirty inches (30") below final grade.
3. Posts Set into Concrete in Voids: Form or core drill holes not less than 5 inches (125 mm) deep and 3/4 inch (20 mm) larger than OD of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout, anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions, and finished sloped to drain water away from post.

3.4 CHAIN-LINK FENCE INSTALLATION

A. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment as indicated on Drawings.

B. Line Posts: Space line posts uniformly at 10 feet on center (O.C.).

C. Post Bracing Assemblies: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Install braces at end and gate posts and at both sides of corner and pull posts. Locate horizontal braces at midheight of fabric on fences with top rail and at two-thirds fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.

D. Tension Wire: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch- (3.05-mm-) diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches (609 mm) o.c. Install tension wire in locations indicated before stretching fabric.

1. Top Tension Wire: Install tension wire through post cap loops.
2. Bottom Tension Wire: Install tension wire within 6 inches (150 mm) of bottom of fabric and tie to each post with not less than same gage and type of wire.

E. Top Rail: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended by fencing manufacturer.

F. Bottom Rails: Install, spanning between posts, using fittings and accessories.

G. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 1 inch between finish grade or surface and bottom selvage, unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.

H. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches (380 mm) o.c.

I. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.

1. Maximum Spacing: Tie fabric to line posts 12 inches (304 mm) o.c. and to braces 24 inches (609 mm) o.c.

J. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

3.5 GATE INSTALLATION

A. General: Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

3.6 ADJUSTING

A. Gate: Adjust gate to operate smoothly, easily, and quietly, free from binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

B. Lubricate hardware and other moving parts.

END OF SECTION 02821

1.01 DESCRIPTION

A. Contractor shall provide all equipment, labor and material necessary to properly remove, handle and dispose of all Regulated Asbestos-Containing Materials (RACM) as designated on the contract plans and/or Bid Form, and as determined by the Engineer during the removal project. All work, including disposal, shall be conducted in accordance with all applicable local, State, and Federal regulations, including the National Emission Standards for Hazardous Air Pollutants (NESHAP) regulations (40 CFR Part 61, Subparts A and M), and N.J.A.C. 7:26 et seq. and N.J.S.A. 34:5A-32 et seq. prior to the demolition of any structures onsite.

B. The enclosed Price Proposal lists the location and *estimated* quantities of known RACM. The contractor shall be responsible for verification sampling and removing all RACM present on the various sites, including any suspect RACM encountered during the removal project, which is not listed on the Price Proposal.

1.02 METHOD OF CONDUCTING WORK

A. Contractor shall develop an Asbestos Hazard Abatement Plan. Within ten (10) days of "Notice To Proceed," the Contractor shall submit the Asbestos Hazard Abatement Plan to the New Jersey Schools Development Authority (NJSDA). It is the responsibility of the contractor to insure that all work proposed as part of the Abatement Plan is in accordance with all applicable regulations, including N.J.A.C. 7:26 et seq. and N.J.S.A. 34:5A-32 et seq. Contractor also shall provide the Engineer with one (1) copy of the proposed Asbestos Hazard Abatement Plan no less than five (5) days prior to beginning the asbestos removal project.

B. Prior to the removal of any RACM not listed on the Price Proposal, the contractor shall notify the Engineer of the presence of additional materials and their intended removal. Quantities of *all* removed asbestos must be recorded by all parties onsite. Failure of the contractor to receive approval for the removal of additional asbestos materials may relieve the owner of responsibility for paying for the removal and disposal of additional materials.

D. Contractor shall provide the onsite Engineer a copy of the Asbestos Hazard Abatement Plan to use as a guideline during the removal project.

E. All proposed work and associated costs should reflect the requirements of the NJSCC having jurisdiction over the proposed work.

F. Contractor shall be responsible for obtaining and paying for all necessary local, State, and Federal permits including a construction permit for asbestos abatement, a demolition permit upon completion of asbestos abatement, and any required 10-day notifications to the City, County Department of Health, New Jersey Department of Environmental Protection (NJDEP), New Jersey Department of Community Affairs (NJDCA), United States Environmental Protection Agency Region II, and New Jersey Department of Labor (NJDOL).

G. Contractor shall notify all surrounding property owners within 200 feet of the project area of all proposed work within and no less than ten (10) days prior to commencing work.

H. Contractor shall be responsible for isolating the work areas from remaining areas through the use of separation barriers and, whenever possible, restricting entry only to those persons necessary to perform the tasks.

I. Contractor shall submit the name of the NJDEP-certified waste hauler and ACM disposal facility and licensee number prior to beginning work. The NJDEP-certified disposal facility must be approved by the project Engineer.

1.03 ACCESS TO WORK SITE AND HOURS OF WORK

A. All arrangements for access to the work site shall be made through the Owner's Representative. Unless otherwise specified, the Contractor will perform all work between the hours of 7:30 AM to 4:30 PM, Monday through Friday, during normal business hours. Access at times other than those given in Contractor's schedule will be at the Contractor's expense. The Contractor will be responsible for Owner's incurred costs for security, testing, air monitoring, supervision and all other related Owner incurred costs at such periods as he/she undertakes or proposes to undertake such work other than at times described in the approved schedule.

1.04 NOTIFICATIONS

A. The Contractor shall notify the following agencies in writing ten (10) days prior to the start of the asbestos removal project. The Contractor must submit two (2) copies of each notice to Remington & Vernick Engineers, Inc. prior to the application for the asbestos abatement permit from the NJDCA.

1. United States Environmental Protection Agency (USEPA)
   Asbestos NESHAP Contracts
   Air & Hazardous Material Division
   26 Federal Plaza, Room 1033
   New York, NY 10278

2. New Jersey Department of Community Affairs (NJDCA)
   Bureau of Construction Code Enforcement
   Asbestos Safety Unit
   CN 816
   Trenton, NJ 08625-0816

3. New Jersey Department of Health (NJDOH)
   Asbestos Control Project
   CN 360
   Trenton, NJ 08625

4. New Jersey Department of Labor (NJDOL)
   Asbestos Control & Licensing

CN 054
Trenton, NJ 08625

5. New Jersey Department of
Environmental Protection (NJDEP)
Division of Waste Management
Bureau of Field Operations
120 Route 156
Yardville, NJ 08260

Notification to the agencies in Section A above shall be on the required forms (where applicable) and include the following information:

1. Name & address of Owner of Building

2. Name & address of Operator of the Building

3. Name & address of Contractor

4. Address and description of the building, including size, age and prior use of the building or area, and amount of friable asbestos material present in square feet and/or linear feet, as applies. Designate room numbers and other location information unless entire building is involved.

5. Scheduled starting and completion dates for removal.

6. Procedures and equipment (including ventilating system) that will be employed to comply with 40 CFR Part 61, National Emission Standards for Hazardous Air Pollutants (NESHAP).

7. The name and address of the approved New Jersey Department of Environmental Protection (NJDEP)-registered waste hauler, and of the NJDEP-registered landfill where the asbestos waste will be disposed. This landfill should also comply with 40 CFR Part 61.

8. Contractor shall obtain all permits.

B. The Contractor shall notify the Owner's Asbestos Project Inspector Firm, if applicable, in writing at least forty-eight (48) hours prior to commencement of any preparation work.

1.05 DOCUMENTATION OF WORKER'S QUALIFICATIONS

A. The Contractor shall post the names, signatures, and photocopies of State-issued licenses for all workers to be doing asbestos removal work on the job site. In addition, Contractor must display a sign with letters larger than 4 inches (4") tall indicating, "*Licensed by the State of New Jersey for Asbestos Work*", N.J.S.A. 34:5A-32 et seq.

B. The Contractor shall comply with all applicable requirements of 40 CFR Part 61, "Accepted Engineering Practices", and National Emission Standards for Hazardous Air Pollutants (NESHAP).

1.06 AIR MONITORING & INSPECTIONS

A. The Contractor is responsible for all OSHA required air monitoring for his/her employees.

B. Visual inspection in the adjacent work area will be conducted throughout the abatement project by the Owner's Asbestos Project Inspector Firm and/or the Owners representative in accordance with these specifications.

C. The Contractor shall provide the required respirators and protective clothing to all workers, and to all official representatives of the State, Federal government or other designated party who may inspect the job site.

D. The Contractor shall cooperate fully with all aspects of the OSHA air monitoring programs, which are conducted, by the Asbestos Project Inspector Firm.

1.07 DEFINITIONS

A. The following words, terms and abbreviations when used in this document shall have the following meanings unless the context clearly indicates otherwise.

1. Abatement - procedures to decrease or eliminate fiber release from precast, spray or trowel applied asbestos-containing building materials. Includes encapsulation, enclosure and removal.

2. Airlock - system for permitting ingress or egress without permitting air movement between a contaminated and an uncontaminated area, typically consisting of two curtained doorways at least four feet apart.

3. Air Monitoring - the process of measuring the fiber content (fibers of a specified size range) of a specific volume of air in a stated period of time.

4. Amended water - water to which a wetting agent is added. The wetting agent is a combination of chemicals, which aids in the penetration of the material and increases the probability of individual fiber wetting.

5. Asbestos - means a general term used to describe a group of naturally occurring hydrated mineral silicates, including, but not limited to the asbestiform varieties chrysotile (serpentine); crocidolite (riebeckite); amosite (cummingtonite-grunerite); anthopnyllite; tremolite; and actinolite.

6. Asbestos-containing material - means any material that contains more than 1-percent asbestos by weight.

7. Asbestos Project Inspector - means a person certified by the NJDCA, hired by the Owner who continuously monitors and inspects the asbestos abatement work pursuant to NESHAP Regulations.

8. Barrier - means six (6) mil polyethylene sheeting that completely seals off the work area to prevent asbestos contamination of the surrounding area.

9. Clean room - an uncontaminated area or room that is part of the worker decontamination enclosure system, with provisions for storage of workers' street clothes and personal protective equipment. Also referred to as "Change Room."

10. Construction permit for asbestos abatement - means required official approval to commence any Asbestos Hazard Abatement project.

11. Contractor - means the Asbestos Removal Contractor.

12. Critical Barrier - means two (2) layers of six mil polyethylene sheeting that completely seals off the work area to prevent the distribution of asbestos fibers to the surrounding area, such as the opening between the top of non-removable lights, HVAC systems, windows, doorways, entrance ways, ducts, grilles, grates, diffusers, wall clocks, speaker grilles, floor drains sink drains, etc.

13. Curtained doorway - a device to allow ingress or egress from one room to another while minimizing air movement between the rooms. Typically constructed by placing three (3) overlapping sheets of plastic over an existing or temporarily framed doorway and securing each along the top of the doorway, with the vertical edge of one along one vertical side of the doorway and the vertical edge of the other along the opposite vertical sides. Two (2) curtained doorways spaced a minimum of four feet apart from an airlock.

14. Decontamination Enclosure System - a series of connected rooms, with curtained doorway between any two adjacent rooms, for the decontamination of workers or of materials and equipment. A decontamination enclosure system always contains an airlock.

15. Employee - means an asbestos abatement worker having proper training, instruction & licensing. Licensing must be current.

16. Encapsulation - means treatment of asbestos containing materials, generally ceilings, using a liquid to seal the surface to minimize the potential for asbestos fiber release.

17. Enclosure - means the construction of an airtight, impermeable, permanent barrier placed around asbestos containing material to control the release of asbestos fibers into the air.

18. Equipment Decontamination Enclosure System - a decontamination enclosure system for materials and equipment, typically consisting of a designated area of the work area, a washroom and an uncontaminated area.

19. Equipment Room - an area or room that is part of the worker decontamination enclosure system, with provisions for storage of contaminated clothing and equipment.

20. Friable - means any material which when dry may be crumbled, pulverized, or reduced to a powder by hand pressure.

21. Fixed Object - a unit of equipment or furniture which cannot be removed from the work area(s).

22. Glove Bag - means a polyethylene bag specially designed to enclose sections of pipe or equipment for the purpose of removing short lengths of damaged asbestos material without releasing fibers into the air.

23. HEPA Filter - a High Efficiency Particulate Air filter capable of filter efficiency of 99.97 percent of fibers greater than 0.3 microns (um).

24. HEPA Vacuum - vacuum cleaner equipped with HEPA filter(s).

25. Holding Area - a chamber between the washroom and uncontaminated area in the equipment decontamination enclosure system. The holding area is comprised of an airlock.

26. Moveable Object - a unit of equipment or furniture in the work area(s), which can be removed from the work area(s).

27. Negative Pressure - means air pressure lower than surrounding areas, generally caused by exhausting air from a sealed space (work area).

28. NIOSH - National Institute for Occupational Safety & Health.

29. Plastic Sheeting - polyethylene sheet material, of the thickness indicated.

30. Repair - means corrective action using recommended work practices to minimize the likelihood of fiber release from small damaged areas of ACM.

31. Removal - the act of properly eliminating and disposing asbestos containing or contaminated materials from a building or structure.

32. Sealant - means of a liquid or solution to be used as a binding agent, such as a diluted encapsulant or a water based paint, on dried exposed surfaces from which asbestos-containing materials has been removed. The color of the coat shall be separate and distinct from the underlying substrate.

33. Separation barrier - means a constructed wall with no door that separates the clean area from the work area having a fire rating, if applicable and does not interfere with the means of egress. Polyethylene sheeting (minimum 2 layers of 6 mil) shall be placed on the work site of the barrier so that it completely seals off the work area to prevent the distribution of fibers to the surrounding area.

34. Shower Room - a room constituting an airlock, between the clean room and the equipment room in the work decontamination enclosure system, with hot and cold or warm running water suitable arranged for complete showering during decontamination. The shower room always comprises an airlock.

35. Surfactant - a chemical wetting agent added to water to improve penetration of the ACM. Surfactants are used to ensure that all Asbestos Containing Materials are thoroughly wet before removal.

36. Wet Cleaning - the process of reducing asbestos contamination in a building by using cloths, mops or other cleaning tools, which have been dampened with amended water to decontaminate the area and by disposing these cleaning tools as asbestos, contaminated waste.

37. Washroom - a room between Work area and the Holding area in the Equipment Decontamination Enclosure System. The washroom comprises an airlock.

38. Work Area - the place in a building which asbestos abatement occurs.

39. Worker Decontamination Enclosure System - a decontamination enclosure system for workers, typically consisting of a clean room, a shower room and an equipment room.

1.08 PERSONNEL REQUIREMENTS AND TRAINING

A. All of the Contractor's workers must have valid training, a minimum of one-year experience in asbestos abatement and a current asbestos workers permit. The asbestos workers permits shall be issued by the State of New Jersey, and shall comply with all applicable requirements of 29 CFR 1926.58(k) (3), as well as other non-training requirements of 29 CFR 1926.

B. The Contractor shall furnish proof that all of the contractor's personnel on the job (supervisors and workers) have been given medical examinations as required by OSHA regulations, 29 CFR 1910 and 29 CFR 1926. As a minimum, the examination should include a chest roentgenogram, a medical history with specific reference to respiratory disease and pulmonary function tests. This information should be provided to the owner during the pre-construction meeting.

C. The Contractor shall provide a minimum of one (1) job foremen, with a minimum of two (2) years of successful experience in asbestos removal operations similar in scope and magnitude to this project. One (1) foreman shall be required to remain inside each of the work areas at all times that work is in progress. The Contractor shall submit the qualifications of this person to the Owner.

1.09 ASBESTOS PROJECT INSPECTOR (IF & WHERE DIRECTED)

A. The Owner shall pay for the certified Asbestos Project Inspector (API)/Engineer who shall perform project oversight and any air sampling, if necessary. The API/Engineer shall have access to all areas of the asbestos removal project at all times and shall continuously inspect and monitor the performance of the Contractor and his/her employees to verify that their performance complies with this specification. The API/Engineer is present to protect the Owner's interest. The air sampling, monitoring and inspections made by the API shall not relieve the Contractor of his/her monitoring obligations.

B. The API/Engineer shall have the authority to require that all asbestos abatement workers present a valid work card before entering the work site. He/she shall also have the authority to direct verbally and in writing the actions of the Contractor to assure

compliance. In matters of gross negligence or flagrant disregard for the safety of others, including the possibility of contaminating the building environment and the appearance of an urgent unsafe condition at the work site, the API/Engineer shall direct such corrective action as may be necessary.

C. The API/Engineer will keep a daily log of on-site observations concerning Contractor's compliance with activities required under this specification listing all deficiencies encountered. In addition, this log shall list the names of all persons entering the work area.

D. During the removal phase, the duties of the API shall be in accordance with the (NESHAP) regulations (40 CFR Part 61, Subparts A and M), and N.J.A.C. 7:26 et seq. and N.J.S.A. 34:5A-32 et seq.

2.00 SCOPE OF WORK

A. This section covers the furnishing of all labor, materials, facilities, equipment, services, employee training and testing, permits and agreements necessary to perform the work required for asbestos abatement in accordance with these specifications, USEPA, OSHA Regulations, NIOSH recommendations, NJDEP and NJDCA regulations, and any other applicable Federal, State and local government regulations. Whenever there is a conflict or overlap of the above references, the most stringent provisions shall apply. It shall be the Contractor's responsibility to verify exact quantities and locations of all asbestos containing materials to be removed. The prospective bidders should bid this project according to what is detailed on the enclosed drawings and the information in these specifications.

B. Description of Work: Perform the work and provide the services as follows:

1. Provide complete services necessary for removal and disposal of asbestos materials as noted in these specifications.

The Contractor shall perform the following only as required per removal regulations if & where directed.

a. Prior to any work, disable the ventilating systems or any other system bringing air into or out of the work area by lockable switch, or other positive means that shall prevent accidental premature restarting of equipment.

b. As part of the abatement work, remove and dispose of all asbestos-containing materials.

c. HEPA vacuum and wet wipe clean any penetrations from each work area and seal with two (2) layers of six (6) mil. Polyethylene.

d. HEPA vacuum and wet wipe clean all light fixtures in the work area and seal with two (2) layers of six (6) mil. fire-rated polyethylene.

e. Seal all cracks and openings in the work area with two (2) layers of six (6) mil. Polyethylene sheeting and secure with duct tape and spray adhesive. This shall include, but not be limited to: ceilings, walls, flooring, etc.

f. Critically seal all openings to the exterior of the work area with two (2) layers of six (6) mil. Polyethylene. This shall include, but not be limited to, doorways, windows, louvers, vents, skylights, etc.

g. Encapsulate all surfaces from which asbestos has been removed to include, but not be limited to walls, floors, ceilings, boiler units, and pipes.

C. Furnish all labor, supervision, materials, services, insurance, equipment, and tools necessary for the complete and proper execution of all work of this section.

2.01 STANDARD OPERATING PROCEDURE

A. The Contractor shall develop and implement a written standard procedure for abatement work to ensure maximum protection and safeguard from asbestos exposure of the workers, visitors, general public, and the environment.

The standard operating procedure shall ensure:

1. Remove asbestos in ways that minimize release of fibers.

2. Safe work practices in the work place, including provisions for inter-room communications, exclusions of eating, drinking, smoking, or in any way breaking respiratory protection.

3. Proper protective clothing and respiratory protection prior to entering the work space from the outside.

4. Packing, labeling, loading, transporting and disposing of contaminated material in a way that minimizes exposure and contamination.

5. Proper exit practices from the work space to the outside through the showering and decontamination facilities.

6. Emergency evacuation for medical or safety (fire and smoke) so that exposure will be minimized.

7. Safety from accidents in the work space, especially from electrical shocks, slippery surfaces, and entanglements in loose hoses, power cords and equipment.

8. Provision for effective supervision, air monitoring and personnel monitoring for exposure during the asbestos removal work.

9. Engineering systems that minimize exposure to asbestos fibers in the workspace.

2.02 NOTIFICATIONS, PERMITS, WARNING SIGNS, LABELS AND POSTERS

A. Erect English, Spanish and the language familiar to the majority of asbestos abatement workers warning signs around the work space and at every point of potential entry from the outside, with the words "DANGER ASBESTOS HAZARD, DO NOT ENTER." The

warning signs shall be a bright color so that they will be easily noticed. The size of the sign and the size of the lettering shall be large and easily noticed. The warning signs shall be posted at the entrance to the work area and around the work area perimeter at intervals of no more than twenty-five (25) linear feet.

B. Provide the OSHA required labels for all plastic bags and all drums utilized to transport contaminated material to a designated licensed disposal facility.

C. Provide any other signs, labels, warnings, and posted instructions that are necessary to protect, inform and warn people of the hazard from asbestos exposure. Post in a prominent and convenient place for the workers a copy of the latest applicable regulations from OSHA, USEPA, and NIOSH.

2.03 EMERGENCY PRECAUTIONS

A. Establish emergency and fire exists from the work area. Post these in the administrative area on the work site.

B. The Contractor shall be prepared to administer any necessary first aid to the injured personnel after decontamination. Seriously injured personnel shall be treated immediately or evacuate without delay for decontamination. When an injury occurs, precautions shall be taken to reduce airborne fiber concentrations (i.e. misting of the air with water) until the injured person has been removed from the work area.

C. Before the Contractor starts the removal of asbestos materials, the local police and fire departments shall be notified as to the danger of entering the work area. The Contractor shall make every effort to help these departments form plans of action should their personnel need to enter the contamination area.

2.04 SUBMITTALS DURING THE WORK

A. Submit copies of the following items to the API/Engineer:

1. Security and safety logs showing names of persons entering work space, date and time of entry and exit, record of any accident, emergency evacuation, and any other safety and/or health incident.

2. Disposal Certificates.

3. Required Permits, Clearances and Licenses.

4. All Contractor's Air Monitoring and inspection results (if & where directed).

5. Plan of action in the event of an emergency (Asbestos Spill Plan, fire routes, etc.)

6. Affidavits of insurance in force to include complete operative and products liability for asbestos removal ($500,000.00). Insurance shall be of an occurrence type.

2.05 RESPIRATORY SYSTEMS

A. Provide all workers, foreman, superintendents, authorized visitors and inspectors personally issued and marked respiratory equipment approved by NIOSH and OSHA. When respirators with disposable filters are employed, provide sufficient filters for replacement as necessary by the worker.

B. The Contractor shall require that each person entering the work area wear an approved respirator and protective clothing. There shall be no exceptions to this rule.

C. Respiratory protection shall be in accordance with OSHA Regulation 1910.1001 (d), OSHA regulation 1910.134 and ANSI z88.2-1980. Respirators chosen shall also be approved by NIOSH under the provisions of 20 CFR Part 11.

D. Respiratory protection shall be determined by airborne fiber concentration (fibers per cubic centimeter of air).

At a minimum, respiratory protection shall be:

0.01 - 1.0 f/cc - Dual Cartridge, Air Purifying respirator with HEPA cartridge

1.0 - 10.0 f/cc - Powered Air Purifying respirator with HEPA cartridge

10.0 and above - Type C supplied air pressure demand respirator

E. No one is to be permitted into the work area without proper protection. No disposable dust masks shall be used at any time.

F. All personnel engaged in asbestos abatement procedures requiring an air-purifying respirator shall have an unobstructed face/mask seal (i.e., no facial hair).

2.06 PROTECTIVE CLOTHING

A. Contractor shall provide to all workers, foremen, superintendents and authorized visitors and inspectors protective disposable clothing (TYVEK) consisting of full-body coveralls, head covers, gloves and 18-inch high boot type covers or reusable footwear.

B. Provide eye protection and hard hats as required by job conditions and OSHA safety regulations.

C. Reusable footwear, hard hats and eye protection devices shall be left in the "Contaminated Equipment Room" until the end of the asbestos abatement work.

D. Disposable protective clothing shall be discarded and disposed of as asbestos waste every time the wearer exists from the workspace to the outside through the decontamination facility.

E. The Contractor shall also maintain sufficient supply of all other related items such as towels, soap, etc.

2.07 PERSONAL AIR MONITORING - CONTRACTOR

A. The Contractor shall employ a certified laboratory and NIOSH certified air test technician to conduct air sampling and analysis in accordance with OSHA Regulations, 29 CFR, 1910.1001 (Asbestos Standard for General Industry), 1926.58 (Asbestos Standards for Construction), and 1910.134 (Respirator Standard).

B. The Testing Laboratory shall be current proficient participant in the NIOSH PAT Program. The laboratory identification number shall be submitted and approved by the Consultant.

C. The Contractor shall require a competent person from his/her firm to perform the following functions:

1. Monitor the set up of the work area enclosure and ensure its integrity.

2. Insure that employees are adequately trained in the use of proper work practices, proper personal protective equipment and proper decontamination procedures.

3. Insure that employees use proper work practices, proper personal protective equipment and proper decontamination procedures.

4. Supervise all employee exposure monitoring. Such monitoring shall comply in all respects with OSHA Regulation 1926.58 Appendix "A".

5. Conduct air sampling as per OSHA 1926.58 and as described herein.

D. Air monitoring and inspection of the Contractor's employees shall be conducted under the supervision of the Contractor's competent person.

E. Continuous air monitoring and inspection will include personal samples from the breathing zone of a laborer to establish 8-hour TWA's.

F. Sampling and analyses shall be performed in accordance with the NIOSH #7400 method.

G. Air sample results shall be relayed verbally to the consultant within 24 hours followed by written results posted on the job site within 48-hours after the samples have been taken. Results shall be inscribed on official letterhead.

H. All costs for required air monitoring by the Contractor's competent person shall be borne by the Contractor.

3.00 DISPOSAL OF ASBESTOS WASTE

This subsection shall apply to the removal of asbestos from the job site and the disposal of asbestos waste.

The Contractor is required to give a notice, ten (10) days prior to the disposal, to the New Jersey Department of Environmental Protection, Division of Waste Management, Bureau of Field

Operations. In addition, all disposal procedures must comply with CAA112, 42 U.S.C. 7412 and 40 CFR 61.156.

A. Disposal of asbestos waste shall be conducted as follows:

1. All asbestos waste materials destined for disposal shall be wetted and packaged in permanently sealed, leak tight containers (such as 6 mil plastic bags, double bagged with visible warning labels) before it can be transported and disposed. No hauling of loose asbestos or asbestos contaminated debris is permitted.

2. A locked, secure container shall be provided if asbestos waste is to be stored outside unattended.

B. Notify the Engineer in writing not less than 48 hours prior to the proposed time of removing and delivery of contaminated waste to the landfill. The Engineer may elect to observe this operation.

C. The specific disposal facility chosen must be one designated by the United States Department of Environmental Protection and New Jersey Department of Environmental Protection as the recipient facility for asbestos.

D. The waste hauler must possess a valid solid waste transporter registration. A licensed solid waste transporter shall be a commercial collector/hauler or shall be the removal company if they are so registered.

E. Asbestos waste can be hauled in trucks or in dumpster containers provided the load is comprised only of asbestos in double bags and does not contain any other wastes which could compromise the integrity of the permanent containers.

F. If rough surfaces or other materials are present in the load that could potentially puncture the permanent containers, and then those containers shall be enclosed in temporary fiber or steel drums during loading, transport and unloading operations. In addition, asbestos waste shall not be loaded into or hauled with vehicles containing collection devices.

G. Use only enclosed or impermeable containers to prevent loss or damage to containers en route to sanitary landfill.

H. Allow only sealed plastic bags or impermeable containers to be deposited in landfill. Leave damaged, broken or leaking plastic bags in the impermeable container and deposit entire container in landfill. Obtain prior approval from appropriate regulatory officials before disposing contaminated materials from high-pressure vacuum collection system in the approved landfill.

I. The proposed hauler and disposal facility must be approved by the Engineer prior to beginning work.

4.01 QUALITY

A. Buy American Clause

1. All materials used in the performance of this specification must be manufactured in the United States of America.

B. Brand Names and Approved Equals

1. The Contractor shall use Brand Name materials specified or an approved equal.

2. The Contractor shall provide to the Owner and the Consultant, materials he/she plans to use during abatement activities. Changes in the submission of these materials shall be provided prior to abatement commencing. The Owner shall approve/disapprove these submissions.

3. No abatement activities shall occur prior to the Owner's consent and the Consultant's recommendations of the use of these products.

4. BRAND NAMES AND/OR DESCRIPTIONS USED IN THIS SPECIFICATION FOR BID PROPOSAL ARE TO ACQUAINT PROSPECTIVE BIDDERS WITH THE TYPE OF EQUIPMENT DESCRIBED (OR COMMODITY) AND WILL BE USED AS A STANDARD BY WHICH ALTERNATE OR COMPETITIVE MATERIALS OFFERED WILL BE JUDGED. COMPETITIVE ITEMS MUST BE EQUAL TO THE STANDARD DESCRIBED AND BE OF THE SAME REPUTATION FOR QUALITY AND WORKMANSHIP. VARIATIONS BETWEEN EQUIPMENT DESCRIBED AND MATERIAL OFFERED ARE TO BE FULLY EXPLAINED IN AN ACCOMPANYING LETTER. IN THE ABSENCE OF ANY CHANGES BY THE BIDDER, IT WILL BE PRESUMED AND REQUIRED THAT MATERIAL AS DESCRIBED IN THESE SPECIFICATIONS BE DELIVERED.

4.02 MATERIALS

If the Contractor's Asbestos Abatement Design requires, the following shall be used:

A. The wetting agent shall be BWE 5000 as manufactured by Better Working Environments, Ind. or an approved equal.

B. Encapsulating material shall be bridging and/or penetrating in nature and must be applied in two (2) coats. Acceptable encapsulates shall be TRI-COTE AE as manufactured by the United Products Corporation or A-B-C Asbestos Binding Compound as manufactured by California Products Corporation or an approved equal.

C. Cement to be used to seal ends, tears and penetrations shall be fire-rated and asbestos-free as manufactured by Childers or an approved equal, if applicable.

D. Framing material shall consist of 2" x 4" studs and sections of 3/4" plywood from first quality lumber.

E. The Contractor shall use only polyethylene sheeting with a minimum thickness of 6 mil.

F. The use of drums is permissible as long as said drums contain lining that is leak-proof. The exterior of drums must have clear and permanent labeling and labeling specified by OSHA and USEPA regulations.

G. All waste shall be discarded in properly labeled and 6 mil thick polyethylene.

H. Asbestos warning signs shall be in English script and placed in areas as required by OSHA, NJDCA and the USEPA.

I. All tape shall be of high quality polyethylene film tape #827 as manufactured by the Kendall Company or an approved equal.

J. Spray adhesive may be used as manufactured by the 3-M Company or an approved equal..

K. Disposable clothing to be used shall be of the same composition as Dupont's Tyvek or Kimberly Clark's Duraguard or an approved equal.

4.03 TOOLS AND EQUIPMENT

A. Asbestos filtration devices shall be equipped with High Efficiency Particulate Absolute (HEPA) filter systems such as the Microtrap as manufactured by Asbestos Control Technology Corporation or the HOG 2000 as manufactured by the Control Resource System or an approved equal.

B. Scaffolding is to be used when and where needed as long as its use is monitored and is safety tested and approved for such work conditions by OSHA and any other safety regulatory agency.

C. Transportation and storage equipment shall be used so that no accumulations of ACM shall occur on a daily basis. This equipment shall be constructed and registered as such to store and/or transport waste material without any threat to persons or the environment of possible contamination.

D. All vacuum equipment to be used shall use HEPA filtering systems. Such vacuums shall be the system manufactured by NILFISK of AMERICA or an approved equal.

5.00 PERMITS, NOTIFICATIONS, LICENSES

A. The Contractor shall present a duplicate copy of his Asbestos Contractors license with his bid. Only licensed contractors may perform work described and required by this specification. As required by law, the Contractor shall maintain on the project site, a valid Contractor's license.

B. The Contractor shall apply for all necessary permits and submit all required notifications.

C. The Contractor shall maintain at all times a staff at the work site including:

1. An English speaking supervisor

2. An English speaking foreman

3. Trained laborers

ALL CONTRACTOR EMPLOYEES MUST POSSESS A VALID NEW JERSEY ASBESTOS REMOVER/LABORER'S PERMIT AND MAKE AVAILABLE TO THE OWNER, THE OWNER'S CONSULTANT, NJDCA, NJDOL, NJDOH, AND API THESE PERMITS UPON REQUEST AT THE PROJECT SITE. ALL EMPLOYEES MUST HAVE A MINIMUM OF AT LEAST SIX (6) MONTHS EXPERIENCE IN ASBESTOS ABATEMENT IN THE STATE OF NEW JERSEY.

D. The Contractor shall also present to the API, Owner, and Consultant prior to the commencement of abatement, proof that a NJDEP Registered Waste Hauler Permit exists. NO PRECOMMENCEMENT INSPECTION SHALL TAKE PLACE UNTIL SUCH PROOF EXISTS AND IS SATISFACTORY TO THE NJDCA, THE API/ENGINEER, THE OWNER AND THE CONSULTANT.

GUARANTEE

The Engineer/API shall guarantee, in writing, that all asbestos has been removed, the work area is free of asbestos and asbestos dust, and disposal was performed to the complete satisfaction of the Owner, the Owner's Consultant, USEPA, OSHA, NJDCA, NJDOH, and any other government agency having jurisdiction.

END OF SECTION 09999-A