

**REQUESTS FOR PROPOSALS**

*for*

**GENERAL CONSTRUCTION SERVICES  
(PURSUANT TO “TASK ORDERS”)**

*for*

**SCHOOL FACILITIES PROJECTS**

**Contract No.: GP-0172-C01**

**Issued Date: June 27, 2011**

**Pre Bid Meeting Date: July 8, 2011**

**Proposal Due Date: July 14, 2011**

**GENERAL CONSTRUCTION SERVICES  
REQUEST FOR PROPOSALS (“RFP”)**

**INTRODUCTION**

The New Jersey Schools Development Authority (“NJSDA”) is seeking the services of Contractors to provide general construction services. These services will be performed on new and existing NJSDA projects throughout the state.

This General Construction Services Request for Proposals consists of the following:

1. Request for Proposals
2. Attachment A: Project Rating Proposal
3. Attachment B: Price Proposal
4. Attachment C: Scope of Services
5. Attachment D: Agreement & General Conditions
6. Attachment E: Safety Manual

The Authority intends to enter into a “General Construction Services Task Order Contract” for the Northern and Southern regions of the State. The North/South dividing line is the Interstate 195 corridor from Trenton to Spring Lake Heights. Every city on the dividing line, including Trenton, is part of the Southern region. A contractor is required to identify, in its Price Proposal, whether the Proposal is submitted for the Northern region, the Southern region, or both. If no identification is set forth, the Proposal will be considered only for the region in which the contractor’s head office is located.

The firms receiving awards under the “General Services Task Order Contract” shall be known hereinafter as “Task Order Contractors.” The maximum amount of compensation payable per firm per region pursuant to this “General Construction Services Task Order Contract” shall not exceed \$5,000,000. Individual project packages will range in dollar value with a maximum Construction Cost Estimate (CCE) of \$3,000,000. An individual project amount is subject to increase at the discretion of the NJSDA in the event of unforeseen project conditions. Task Orders assigned or awarded under the terms of the Contract may be compensated on either a time and materials basis (for Task Orders assigned rotationally) or on a lump sum basis (for Task Orders awarded after advertisement of a project to the field of Task Order Contractors and competitive bidding among such Task Order Contractors).

The Authority intends to award a contract under the General Construction Services Task Order Contract to all responsive contractors who accept a defined Cost Multiplier, selected by the Authority, for use in establishing compensation for those Task Order assignments to be rotationally assigned under the Task Order Contract and which are performed on a time and materials basis.

Only those firms with a Project Rating Limit (PRL) of \$1,000,000 or greater will be considered for award. The “General Construction Services Task Order Contract” shall expire September 30, 2013. The Task Order Contractors will be the sole contractors for General Construction Services Task Orders.

The Term of the Agreement shall extend for a period of two (2) years or until all obligations of the Contractor to deliver services pursuant to any Task Order have been performed to the satisfaction of the Authority, whichever is later; unless at the sole option of the Authority, it is extended, in which case the Term shall extend from the Effective Date through such additional period or until all obligations of the Contractor to deliver services pursuant to this Agreement have been performed to the satisfaction of the Authority, whichever occurs later.

It shall be entirely within the Authority’s discretion whether to issue any Task Order or any number of Task Orders to a Task Order Contractor during the Term of the Agreement. The Authority may issue Task Orders to one or more Task Order Contractors (also engaged by the Authority), requiring the performance of other services at the same proposed site. Task Orders will be assigned as follows:

1. Task Orders may be assigned on a rotational basis among all Task Order Contractors. Task Order Contractors will be assigned a place in the rotation based on random selection. The first Task Order to be assigned under the Task Order

Contract will be randomly assigned, and the next Task Order to be assigned will be offered to the next Task Order Contractor in the randomly-generated rotation list. In the case of a Task Order to be assigned rotationally, the next Task Order Contractor on the list, if identified to work in the relevant region, will be offered the next task order assignment, as long as: 1) the Task Order Contractor has a Project Rating Limit equal to or greater than the Construction Cost Estimate for the Task Order assignment; and 2) the Task Order Contractor confirms, in writing, that it is able to perform the requested work in the time frame specified by the NJSDA. If a Task Order Contractor lacks a sufficient Project Rating Limit, or does not or cannot provide a confirmation that it can complete the assignment in the time frame set by the Authority, the task order assignment will be offered to the next Task Order Contractor on the list that: 1) operates in the relevant region; 2) has a Project Rating Limit equal to or greater than the Construction Cost Estimate for the task order assignment; and 3) can and does provide confirmation of availability and compliance with time frame. Firms that are passed over for an assignment because of an insufficient Project Rating Limit for a particular project will be offered the next Task Order assignment to be assigned, but must again satisfy all requirements for region, Project Rating Limit and confirmation of availability and ability to perform the work in the time frame specified. Firms that are otherwise qualified for an assignment in terms of region and Project Rating Limit, but which fail to confirm the ability to perform the work within the time frame requested by the Authority will forfeit their turn to receive an assignment in that rotation. It is the intent of the NJSDA that, to the extent possible, all Task Order Contractors in a specific region will receive a task order assignment before any Task Order Contractor receives a second task order assignment (exclusive of task orders assigned in accordance with 2 below).

2. Under certain conditions, NJSDA may request lump sum bids for Task Orders, which may be awarded after competitive bidding among all Task Order Contractors in a specific region. The assignment of the task order, under this condition, will be the lowest responsive price proposal.
3. No Task Order Contractor will be assigned a task order for Work which constitutes uncompleted or rejected work on another NJSDA Project on which the Task Order Contractor had previously performed work as a General Contractor engaged by the Authority.

Any firm responding to this RFP **must be** classified by the Department of Treasury, Division of Property Management and Construction and the NJSDA in C006 Construction Manager as Constructor, C008 General Construction or C009 General Construction/Alterations and Additions **as of the due date for this RFP.**

**Responses to this RFP must be received by the NJSDA Trenton Office by 2:00 PM on July 14, 2011.**

These documents must be read in their entirety as they define the scope of services and responsibilities of the Contractor and the NJSDA. A firm submitting a Proposal for General Construction Services must review and be thoroughly familiar with all terms and conditions of these documents.

**A mandatory prebid meeting** will be held on July 8, 2011 at 2:00 PM at the NJSDA, 1 West State Street, Trenton, NJ 08625. All firms wishing to submit a proposal must attend the prebid meeting. Questions and/or concerns relating to the provisions of this procurement may be addressed pursuant to the instructions given at the pre-bid meeting. 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.

Upon award, the NJSDA shall forward the Agreement for General Construction Services (the "Agreement") to the selected firms for immediate execution. No modifications of the Agreement will be accepted.

## **INSTRUCTIONS FOR SUBMITTING A PROPOSAL**

Firms responding to the RFP shall thoroughly familiarize themselves with the RFP to ensure responsiveness in their submission. The submission is to consist of the following:

1. Project Rating Proposal
2. Price Proposal
3. Business Registration Certificates for State Agency and Casino Service Contractors issued by the Department of Treasury, Division of Revenue
4. Certificates of registration issued pursuant to “The Public Works Contractor Registration Act,” P.L. 1999, c. 238 by the Department of Labor and Workforce Development

### **Proposals Package Mailing Instructions**

The firm must submit one (1) original copy of the submission no later than **2:00 PM on July 14, 2011** as follows:

***If submitting by hand or overnight delivery, at the:***

**NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY  
1 West State Street – 1st Floor  
Trenton, New Jersey 08625-0991  
Attention: Martin Taylor, Procurement Analyst  
Subject: General Construction Services Proposal**

***If submitting by U.S. Mail, address packages to:***

**NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY  
P.O. Box 991  
Trenton, New Jersey 08625-0991  
Attention: Martin Taylor, Procurement Analyst  
Subject: General Construction Services Proposal**

**Faxed or e-mailed submissions shall not be accepted.**

A firm or person or an affiliate thereof may not serve as a general contractor or as a subcontractor or as a subconsultant on an authority project for which the firm or person serves as the construction manager or as a subcontractor or as a subconsultant to the construction manager.

### **EXAMINATION OF CONTRACT DOCUMENTS AND PROJECT SITE**

The Contractor shall examine all Contract Documents, noting particularly all requirements that will affect the Contractor’s work in any way. Contract Documents are defined as all the documents identified in the Authority’s General Conditions at Section 1.0.

Failure of a Contractor to be acquainted with the amount and nature of work required to complete any 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.

### **PRE-BID MEETING AND ADDENDA**

All Contractors must attend the mandatory pre-bid meeting. No Project Rating Proposal will be accepted from any Contractor that fails to attend the mandatory pre-bid meeting.

The mandatory pre-bid meeting will be held as set forth in the Bid Advertisement appearing in selected newspapers and at the Authority's website: [www.njsda.gov](http://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's authorized and approved Project Management Firm (PMF) or Construction Management Firm (CM) shall provide copies of Addenda only to firms that purchased the Contract Documents, attended the mandatory pre-bid meeting and submitted a Project Rating Proposal. Failure to acknowledge the addenda, and include such acknowledgement with the Price Proposal, may result in the rejection of the Price Proposal.

Contractors shall not rely on any oral answers to questions raised at the pre-bid meeting or at any other time. Contractors 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.

## **INTERPRETATION**

If the Contractor has any questions or finds any perceived error or omission in the Contract Documents or any conflict or discrepancy within the Contract Documents or between the Contract Documents and any applicable provision of law, the Contractor shall submit a written request to the Authority's Procurement Division for interpretation or clarification. Failure to submit said question or request for information shall be deemed a waiver for any claims for future compensation regarding discrepancies within the Contract Documents.

The Contractor shall be responsible for delivery of such requests no later than ten (10) business days prior to the Price Proposal opening date.

All responses to such requests shall be in the form of written Addenda.

The submission of a Price Proposal is conclusive evidence that the Contractor has completely reviewed the Contract Documents and fully understands and agrees to all of the requirements, terms and conditions set forth therein.

## **STANDARDS**

The articles, devices, materials, equipment, forms of construction, fixtures and other items named in the specifications to denote kind and quality shall be known as standards and all bids shall be based upon those standards.

Where two or more standards are named, the Contractor may furnish any one of those standards.

## **BIDDING DOCUMENTS**

Plans and specifications will be made available to the Contractor for review at the time of project assignment.

## **COPIES OF THE DRAWINGS AND SPECIFICATIONS**

Unless otherwise specified in the Contract Documents, the NJSDA Program Operations Manager, Project Management Firm Manager, or Construction Management Firm Manager shall furnish to the successful Contractor, free of charge, one (1) set of the Project Manual, Drawings, Specifications and Addenda.

## **OWNER CONTROLLED INSURANCE PROGRAM (OCIP)**

In accordance with Article 9.2 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, 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 as defined in the Authority's General Conditions.

## **PROJECT RATING PROPOSAL**

A Contractor must first submit the "Project Rating Proposal", which consists of information regarding the "other factors" which will be evaluated by the Authority. The Authority will determine a Contractor's Project Rating Limit based on this Proposal. A project rating is effective for 24 months, and a firm 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.

This Project Rating Proposal is an evaluation of "other factors" as required by the Educational Facilities Construction and Financing Act, P.L. 2000, c.72. Analysis of the information submitted in this Project Rating Proposal will provide a Project Rating Limit for this procurement.

Failure to include all of the required information may preclude the Contractor from achieving a Project Rating Limit sufficient to be considered for award.

## **SUBMISSION OF PROJECT RATING PROPOSAL**

All Contractors are required to submit a completed Project Rating Proposal on or before the date and time listed in the Bid Advertisement. **Faxed or emailed copies will be rejected.**

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

The Contractor must sign the Project Rating Proposal form in ink and all signatures **must be original**. If the Contractor is a corporation, partnership or sole proprietorship, the legal name of the Contractor 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 Contractor 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 Contractors 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 Contractor 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 Contractor with whom the Authority executes a contract will be incorporated into the Contract Documents, as if fully rewritten therein.

**DETERMINATION OF PROJECT RATING LIMIT**

A Contractor’s Project Rating Limit will be determined by the following:

The Contractor’s largest listed project X (1+ Reference Adjustment + Safety Adjustment + Prevailing Wage Adjustment) X Performance Evaluation Multiplier (if applicable).

A Contractor’s Project Rating Limit cannot exceed 170% of the Contractor’s largest listed project.

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

In determining the Contractor’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 under **REFERENCES** is -5 (minus five) or lower, the Authority will not use that project in the determination of the Contractor’s Project Rating Limit.
- If the Authority cannot contact a reference source, the Authority will contact the Contractor for another “Owner’s Contact” for that project. If the Contractor is unable to provide an “Owner’s Contact,” or if the Authority is unable to contact the second “Owner’s Contact” provided by the Contractor, the Authority will not use that project in the determination of the Contractor’s Project Rating Limit.

**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 Contractor’s contract administration.
- Supervision of subcontractors.
- The Contractor’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:

	<u>Exceeded Expectations</u>	<u>Met Expectations</u>	<u>Below Expectations</u>
Safety	+5%	+3%	-5%
Quality of the construction.	+5%	+2%	-5%

Timeliness of the work performed.	+2%	+1%	-2%
Efficiency of the Contractor's contract administration	+2%	+1%	-2%
Supervision of subcontractors.	+2%	+1%	-2%
Contractor'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."

**SAFETY**

- A. Based on the current New Jersey (or other states) Workers Compensation Insurance Experience Modification Rate (EMR) listed by the Contractor 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 Contractor in the Project Rating Proposal the Authority will assign a Safety Professional percentage as listed below:

	<u>Yes</u>	<u>No</u>
Employee of the firm completed OSHA 500 or OSHA 502 in last 4 years.	+2%	0%
Employee of the firm completed (CCHST) 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 Contractor on its Project Rating Proposal.

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

**PREVAILING WAGE**

Based on the Prevailing Wage Record with the N.J. Department of Labor as listed by the Contractor 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 Contractor on its Project Rating Proposal.

## 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.

## 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 Contractors by facsimile, mail or posting on the Authority’s web site ([www.njsda.gov](http://www.njsda.gov)) of the Contractor’s Project Rating Limit. **A Contractor’s Project Rating Limit cannot exceed the Contractor’s Aggregate Rating.**

Any Contractor who disagrees with its Project Rating Limit may challenge the determination by making a written request to the Chief Financial Officer of the Authority 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](http://www.njsda.gov)). The Chief

Financial Officer, 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 Chief Financial Officer or his/her representative, additional information may be requested from the Contractor, 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.

Only those firms with a Project Rating Limit (PRL) of \$1,000,000 or greater will be considered for award.

## **PRICE PROPOSAL**

The Contractor must submit a Price Proposal that identifies whether the proposal is submitted for the Northern region, the Southern region, or both.

The Contractor must acknowledge in the Price Proposal that the Contractor accepts the Cost Multiplier set by the Authority for this Contract. The use of this Cost Multiplier will be applied to contracts (task orders) assigned rotationally and compensated on a time and materials basis. The NJSDA Price Proposal is included in Attachment B to this RFP.

PLEASE NOTE: For projects assigned under this General Construction Services Task Order Contract as Time and Materials Contracts, the Cost Multiplier set by the Authority shall, when multiplied by the Time and Materials Costs for an assigned Project, be the ENTIRE compensation to the Contractor for the Project, including all indirect costs and charges for the Project. The Contractor's indirect costs and charges include, but are not limited to: the Contractor's profit, overhead, bonds and insurance costs, home office labor costs, fringe benefits and labor burden; facilities costs; depreciation; and general and administrative costs.

Time and Materials Costs means the direct costs of labor and materials as defined and limited by Section 13.2 of the Agreement, including direct labor, labor fringe benefits, labor burden costs, materials, equipment and subcontractor and disposal costs as more specifically defined in that Section. Time and Materials Costs shall not include indirect costs or charges such as overhead, profit, insurance and bonding costs.

Cost Multiplier means the factor that modifies the amounts claimed as Time and Materials Costs on the Project, and which, when applied to the Time and Materials Costs for the Work, is intended to be the ENTIRE compensation to the Task Order Contractor for all project costs, including indirect costs and charges for the Project, including, but not limited to the following: profit; bonds and insurance costs; home office labor costs, fringe benefits and labor burden; facilities costs; depreciation; and general and administrative costs.

THEREFORE: for projects assigned under this Contract which shall be paid on a Time and Materials basis, the Cost Multiplier set by the Authority, when multiplied by the amount of the Time and Materials Costs as defined in Section 13.2 of the Agreement, shall be the entire compensation to the Contractor for all project costs, including the indirect costs and charges described above, and the Contractor will be precluded from claiming any further amounts for profit, overhead, administrative costs, or other indirect costs and charges for the assigned Project.

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

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

## **REQUIRED CLASSIFICATION**

Each Contractor 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 and must be prequalified by the Authority in the trade(s) specified in the Bid Advertisement so that the Contractor, when considered in totality, meets the requirements of the

Bid Advertisement and as modified by Addendum.

All Task Orders will identify required subcontractors in the categories of plumbing, HVAC, electric and structural steel. If a subcontractor is required, the Contractor is responsible for soliciting three (3) proposals from NJSDA prequalified contractors. The contractor shall award the subcontract to the lowest responsive subcontractor. All subcontractor proposals are subject to review by the NJSDA and/or the NJSDA Program Operations Manager assigned to the project.

The selected Contractors shall be required to make good faith efforts to ensure that small business enterprises (“SBEs”) have the maximum practicable opportunity to participate in the performance of this engagement. A 25% target has been established pursuant to N.J.A.C. 17:14 *et seq.*

## **WITHDRAWAL**

A Contractor may withdraw a Price Proposal after it has been received by the Authority, provided the Contractor makes a request in writing to the Chief Financial Officer of the Authority, 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 a Contractor 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.

## **OPENING OF PRICE PROPOSAL**

All Price Proposals submitted on or before the date and time scheduled for submission will be publicly opened and the name of the Contractors and region(s) indicated in the Price Proposals 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.

Contractors, 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.

## **PRICE PROPOSAL EVALUATION CRITERIA AND PROCEDURES**

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

- The Contractor is classified, prequalified, registered and licensed as required by the Bid Advertisement; and
- The award of any Task Order in addition to the Contractor’s uncompleted work will not exceed the Aggregate Rating of the Contractor.

## **CONTRACT AWARD AND EXECUTION**

Upon determination of the successful Contractors, the Authority shall so notify the successful Contractors 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:

- Executed Agreement;
- 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;

- Certificate(s) of insurance and, if requested, a certified copy of the successful Contractor's insurance policies, including a copy of additional insured endorsement;
- Owner's Controlled Insurance Program (OCIP) Enrollment Form;
- Subcontractor Approval Form Instructions and Form;
- Corporate Resolution;
- "SBE Form A" and "Form C Certification of SBE Status" of the SBE Utilization Attachment, as provided by the Authority. The NJSDA requires the contractor to make good faith efforts to ensure that small business enterprises ("SBEs") have the maximum practicable opportunity to participate in the performance of this engagement. A 25% target has been established pursuant to N.J.A.C. 17:14 *et seq.*;
- Integrity Affidavit;
- Disclosure to the Unit of Fiscal Integrity General Consent and Waiver;
- Copies of all current, valid contractor or trade licenses and permits required under applicable New Jersey law, for the Contractor;
- Copies of all current Classification Notice with the Department of Treasury, Division of Property Management and Construction, for the Contractor;
- N.J. Division of Purchase and Property "Two-Year Chapter 51/Executive Order 117 Vendor Certification & Disclosure of Political Contributions" and "Ownership Disclosure Form" as prescribed by 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);
- The Contractor is advised 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 Contractor, 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](http://www.elec.state.nj.us); and
- "Any other required documents."

Prior to the award of any Task Order, the Contractor shall complete and deliver the following documents to the Authority, on forms provided by the Authority:

- "Total Amount of Uncompleted Contracts" form as provided by the Authority and completed by the Contractor;
- "Total Amount of Uncompleted Contracts" form as provided by the Authority and completed by the required subcontractor(s);
- Business Registration Certificates for State Agency and Casino Service Contractors issued by the Department of Treasury, Division of Revenue for all subcontractors;
- Copies of all current, valid contractor or trade licenses and permits required under applicable New Jersey law, for the subcontractors;
- Copies of all current Classification Notice with the Department of Treasury, Division of Property Management and Construction, for the subcontractors;
- Certificates of registration issued pursuant to "The Public Works Contractor Registration Act," P.L. 1999, c. 238 by the Department of Labor and Workforce Development, for the subcontractors; and
- "Any other required documents."

The Authority may extend the time for submission of the documents set forth above if good cause is shown and if the Authority determines, in its sole discretion, that the delay in document submission will not unduly delay project schedules.

Failure on the part of the successful Contractor 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 Contractor from bidding on subsequent Authority contracts for such period as the Authority may deem appropriate. At its discretion, the Authority may award the contract to the next lowest responsible Contractor, or re-advertise the Project, precluding the forfeiting Contractor 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](http://www.njsda.gov).

## **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 waive technicalities and the right to re-advertise for new bids.

The Authority reserves the right to rescind any determination of a successful Contractor 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 Contractor.

## **END OF INSTRUCTIONS TO CONTRACTORS**

**ATTACHMENT A**

**PROJECT RATING PROPOSAL**

*{see attached sheets}*

**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 "Aggregate 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 (CCHST) 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.



**ATTACHMENT B**

**PRICE PROPOSAL**

*{see attached sheets}*

**PRICE PROPOSAL**

**GENERAL CONSTRUCTION SERVICES**

**Contract No.: GP-0172-C01**

Name of Contractor: \_\_\_\_\_

Region(s): \_\_\_\_\_ (specify North, South or Both)

\_\_\_\_\_(Name of Contractor) hereby agrees to provide Task Order Contract services for those Task Orders rotationally assigned to Contractor, which Task Order work shall be compensated on a time and materials basis using a Cost Multiplier of 1.1. The above-named Contractor acknowledges the following:

For projects assigned under this General Construction Services Task Order Contract as Time and Materials Contracts, the Cost Multiplier set by the Authority shall, when multiplied by the Time and Materials Costs for an assigned Project, be the ENTIRE compensation to the Contractor for the Project, including all indirect costs and charges for the Project. The Contractor's indirect costs and charges include, but are not limited to: the Contractor's profit; overhead; bonds and insurance costs; home office labor costs, fringe benefits and labor burden; facilities costs; depreciation; and general and administrative costs.

Time and Materials Costs means the direct costs of labor and materials as defined and limited by Section 13.2 of the Agreement, including direct labor, labor fringe benefits, labor burden costs, materials, equipment and subcontractor and disposal costs as more specifically defined in that Section. Time and Materials Costs shall not include indirect costs or charges such as overhead, profit, insurance and bonding costs.

THEREFORE: For a Task Order assigned rotationally and compensated on a time and materials basis, the Cost Multiplier set by the Authority, when multiplied by the amount of the Time and Materials Costs as defined in Section 13.2 of the Agreement, shall be the ENTIRE compensation to the Contractor for all project costs, including the indirect costs and charges described above, and the Contractor will be precluded from claiming any further amounts for profit, overhead, administrative costs, or other indirect costs and charges for the assigned Project.

Example: For a Project with \$100 in Time and Materials Costs, calculating compensation using the Cost Multiplier of 1.1, the entire amount of compensation to the Contractor for all project costs is \$110.

I am duly authorized to sign this Price Proposal on behalf of the named Contractor:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT C**

**SCOPE OF SERVICES**

*{see attached sheets}*

## **SCOPE OF SERVICES**

### **GENERAL CONSTRUCTION SERVICES**

**Contract No.: GP-0172-C01**

The General Construction Services Task Order (GCTO) will not be used for projects that are required to be competitively bid. Under the General Construction Services Task Order, only two types of work may be performed. First, work may consist of emergent projects as designated by the New Jersey Department of Education. Second, the General Construction Services Task Order will be available for use in situations determined to be “emergency” by NJSDA’s Office of Chief Counsel. Services required may consist of, but not be limited to, punch list completion, repairs and change order work beyond the scope of existing contracts.

Projects under the GCTO will either be rotationally assigned to Task Order Contract awardees without the need for competitive bidding, or will be the subject of a competitive bid within the pool of Task Order Contract awardees. Projects rotationally assigned pursuant to this Task Order Contract are to be compensated on a time and materials basis, pursuant to the terms of the contract documents, and Projects that are awarded after competitive bidding among the pool of Task Order Contract awardees will be awarded based on a lump-sum bid, and will be compensated on a lump-sum basis.

Individual projects will range in dollar value with a maximum Construction Cost Estimate (CCE) of \$3,000,000.00. An individual project amount is subject to increase at the discretion of the NJSDA in the event of unforeseen project conditions. The contractor will be expected to perform all phases of general school construction and must be able to mobilize and commence construction within 14 calendar days of award. All work will be subject to the New Jersey Uniform Construction Code, among other applicable laws and regulations, and shall be subject to inspection and approval of the NJ Department of Community Affairs, Office of Local Code Enforcement.

**ATTACHMENT D**

**AGREEMENT & GENERAL CONDITIONS**

*{see attached sheets}*

**AGREEMENT**

**BETWEEN**

**NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY**

**AND**

---

**FOR**  
**GENERAL CONSTRUCTION SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 (the “Effective Date”) between the New Jersey Schools Development Authority (the “Authority”), having an office located at 1 West State Street, Trenton, New Jersey 08625-0991, and \_\_\_\_\_ (“Contractor”), a \_\_\_\_\_ corporation with its principal place of business at \_\_\_\_\_.

Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Authority, hereby covenants and agrees to perform all of the Services to be performed in accomplishing this Agreement for the Project identified as:

Contract Number: GP-0172-C     

Project Name: General Construction Services

in strict conformity with this Agreement, including all appendices and attachments hereto.

Provided that Contractor strictly and completely performs all of the Services specified and all other obligations set forth in this Agreement, and subject only to such increases or decreases permitted by this Agreement, the Authority will pay Contractor the sum of \_\_\_\_\_ (\$\_\_\_\_\_).

IN WITNESS WHEREOF, the Parties have duly executed this Agreement.

**[CONTRACTOR]**

**NEW JERSEY SCHOOLS  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Sworn and subscribed to before me

Reviewed and Approved

By: \_\_\_\_\_  
Name:

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_:

\_\_\_\_\_

Notary Public of \_\_\_\_\_

My commission expires: \_\_\_\_\_, 20\_\_.

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## 1.0 DEFINITIONS

- 1.1 “Authority”, “New Jersey Schools Development Authority”, or “NJSDA” means the public body corporate and politic established in, but not of, the Department of Treasury pursuant to P.L. 2007, c. 137, for the purpose of implementing provisions of the Educational Facilities Financing and Construction Act, N.J.S.A. 18A:17G-1 et seq. The Authority is the Party that has engaged the Contractor pursuant to the Contract. The definition of “Authority” includes the employees and designated agents of the NJSDA.
- 1.2 “Authority having Jurisdiction” means any local, State, national or Federal entities with jurisdiction over the Project and the Contractor.
- 1.3 “Authority’s Project Manager” means the Authority’s employee representative for the Project who administers the Contract and manages the Project on behalf of the Authority. The Authority’s Project Manager shall have that authority specified in the Levels of Operating Authority Policy which document can be found on the Authority’s website:

[www.njsda.gov/RP/PoliciesAndRegulations/OperatingAuthority/OperatingAuthNarrative.pdf](http://www.njsda.gov/RP/PoliciesAndRegulations/OperatingAuthority/OperatingAuthNarrative.pdf)

- 1.4 “Certified Clean Fill” means fill that is used for remedial purposes which is: 1) supported by analytical testing data and analysis demonstrating that the fill material does not contain constituents of concern in excess of NJDEP Soil Remediation Standards; or 2) supported by documentation in accordance with NJDEP Technical Requirements for Site Remediation (7:26E-6.4(b)2 and 3. This documentation shall be in the form of a written certification provided by the supplier of the fill stating: (a) that the fill is clean, virgin material from a commercial or non commercial source, or is decontaminated recycled soil; (b) the name of the affiant and relationship to the source of the fill; the location where the fill was obtained, including the street, town, lot and block, county, and state, and a brief history of the site which is the source of the fill; and (c) a statement that to the best of the affiant's knowledge and belief the fill being provided is not contaminated pursuant to any applicable remediation standards and a description of the steps taken to confirm such.
- 1.5 “Change in the Work” means a change in the Work or the Contract Documents, including, but not limited to, an increase or decrease in the scope of the Work, or an acceleration of time for the performance of the Work, or a change in the sequence in which the Work is to be performed.
- 1.6 “Change Order” means, for a Project procured on a lump-sum basis, a written order directing or authorizing a Change in the Work executed by the Authority and the Contractor and shall include adjustments, if any, to the Contract Price and extensions of time, if any, to the Contract Time.

- 1.7 “Claim” means a demand by the Contractor for (1) a time extension which is disputed by the Authority or (2) the payment of money or damages, arising from work performed by or on behalf of the Contractor in connection with the Contract Documents, which is disputed by the Authority.
- 1.8 “Commencement Date” or “NTP Date” means the date set forth in the Notice to Proceed on which the Contractor shall begin performing Work pursuant to the Contract Documents.
- 1.9 “Commissioning Agent” or “CxA” means the person, persons or firm engaged by the Authority to provide full building commissioning of the Project. The Authority will identify the Commissioning Agent in the Supplementary Conditions by the Effective Date of this Agreement or by other means if such is engaged during the Term.
- 1.10 “Compensation” means payment(s) due to the Contractor for Work performed under the Contract Documents.
- 1.11 “Construction Change Directive” or “CCD” means a written order by the Authority directing or authorizing some change to the Contract Documents for which Compensation and/or Contract Time extension, if appropriate, has not yet been determined. Upon agreement on Compensation and/or Contract Time extension, for a CCD, if any, a Change Order shall be issued resolving the CCD.
- 1.12 “Construction Manager” or “CM” means a person, persons or firm that may be engaged by the Authority to provide construction management services, including oversight and reporting services in connection with the construction of the Project. If a CM is engaged for the Project, the Authority will identify the CM in the Supplementary Conditions by the Effective Date of the Contract or by other means if a CM such is engaged during the Term.
- 1.13 “Construction Milestones” mean the dates identified in the Project Schedule by which the Contractor must complete certain critical activities in construction of the Project.
- 1.14 “Contract” or “Agreement” means the agreement executed between the Contractor and the Authority.
- 1.15 “Contract Change Request” or “CCR” means a written request by the Contractor for a modification to the Contract Documents or an extension of Contract Time, or for a Project procured on a lump-sum basis, an adjustment in the Contract Price.
- 1.16 “Contract Documents” means the Contract executed between the Authority and the Contractor, together with the General Conditions, Supplementary Conditions, Plans, Specifications, Scope of Work, the Request for Qualifications and/or the

Request for Proposals, instructions to Bidders and Addenda, price and technical proposals, Change Orders, other amendments, and all exhibits, appendices and documents attached to or referenced in any of the foregoing materials.

- 1.17 “Contract Price” means, for a Project procured on a lump-sum basis, the amount stated in the Contract, as it may be adjusted in accordance with the Contract Documents, representing the total amount payable by the Authority to the Contractor for performance of the Work.
- 1.18 “Contract Time” means the number of calendar days within which the Contractor is required to achieve Substantial Completion. The Contract Time is calculated from the Commencement Date.
- 1.19 “Contractor” means that person, persons, firm, firms, joint venture or other entity engaged by the Authority for construction of the Project in accordance with the Contract Documents.
- 1.20 “Contractor’s Project Manager” means that person designated by the Contractor to serve as its representative for the Project and the Contract and who shall have the non-exclusive authority to bind the Contractor in all matters relating to the Contract Documents.
- 1.21 “Cost Multiplier” means the factor that modifies the amounts claimed as Time and Materials Costs on the Project, and which, when applied to the Time and Materials Costs for the Work, is intended to compensate the Contractor for all indirect costs for the Project, including, but not limited to the following: profit; bonds and insurance costs; home office labor costs, fringe benefits and labor burden; facilities costs; depreciation; and general and administrative costs.
- 1.22 “Day” means calendar day, unless otherwise specifically defined.
- 1.23 “DCA” means the New Jersey Department of Community Affairs.
- 1.24 “Design Consultant” means the architect, engineer or other licensed Professional Services Consultant engaged by the Authority to provide services, including oversight of construction for conformance with design, Submittal review and reporting, in connection with the design and construction of the Project.
- 1.25 “Design Manual” means the latest edition of the NJSDA’s 21st Century Schools Design Manual available at the time the Contract is executed by the Parties.
- 1.26 “Directive” means an order by the Authority directing the Contractor to perform Work under the Contract Documents. A Directive by the Authority requires the Contractor to perform the directed Work, even if there remains a dispute as to whether the Directive constitutes a Change in the Work or warrants additional Compensation.

- 1.27 “DOE” means the New Jersey Department of Education.
- 1.28 “Document” means any written or graphic matter, however produced or reproduced, of any kind or description, including originals, marked copies and drafts, and including but not limited to, correspondence, letters, memoranda, notes, notations, transcripts, notes, books, pamphlets, or articles, requisitions, resolutions, certificates, opinions, reports, studies, analyses, evaluations, contracts, licenses, agreements, financial statements, ledgers, checks, books or records of accounts, statistical records, lists, tabulations, summaries, charts, graphs, maps, surveys, plans, drawings, specifications, schedules, sound recordings, photographs, computer disks, faxes and electronic mail, and papers and things similar to any of the foregoing.
- 1.29 “EDA” means the New Jersey Economic Development Authority, created pursuant to P.L. 1974, c. 80, as amended (N.J.S.A. 34:1B-1 et seq.), or any successor thereto.
- 1.30 “Effective Date” means the date on which the Contract has been fully executed by the Parties.
- 1.31 “ELEC” means the New Jersey Election Law Enforcement Commission established pursuant to N.J.S.A. 19:44A-5, et seq.
- 1.32 “E-Rate Program” means the Schools and Libraries Program administered by the Universal Service Administrative Company under the direction of the Federal Communications Commission to assist schools in obtaining affordable telecommunications and Internet access.
- 1.33 “Final Completion” means that point in time on the Project when the Project is 100% complete and: (i) all requirements of the Contract Documents have been completed, (ii) all items on the Punchlist have been performed, (iii) all required inspections and items of work required by Authorities Having Jurisdiction have been completed, including, without limitation, inspections by soil erosion agencies, DEP, etc.; and (iv) a Certificate of Occupancy, or a Certificate of Acceptance, as applicable, has been issued by DCA.
- 1.34 “Force Majeure Event” means an unforeseeable event beyond the control of the Contractor that is not due to an act or omission of the Contractor (or any Subcontractor or other person or entity for which the Contractor may be contractually or legally responsible) that materially and adversely affects the Contractor’s obligations under this Agreement to the extent that such event (or the effects thereof) could not have been avoided or mitigated by due diligence and use of reasonable efforts by the Contractor. Force Majeure Events may include wars, floods, hurricanes, tornadoes, acts of terrorism, earthquakes, and other acts of God.

- 1.35 “Impacted Materials” means fill or other materials that contain constituents of concern in excess of NJDEP Soil Remediation Standards.
- 1.36 “Imported Fill” means fill transported onto a Project Site from an off-site location for use in the performance of Work associated with a Project Site, including but not limited to, the backfilling of utility trenches and basements, construction of play areas and play fields, construction of engineered soil caps, changing the topographic elevation of a Project Site, or backfilling of excavations.
- 1.37 “Invoice” means a request for payment submitted by the Contractor to the Authority requesting payment for a portion of the Contractor’s Work completed during each month.
- 1.38 “Legal Requirements” means all applicable Federal, State and local laws, acts, statutes, ordinances, codes, executive orders, rules and regulations in effect or hereinafter promulgated that apply to the Contractor’s performance of the Work under the Contract Documents, including, but not limited to, current versions of the New Jersey Uniform Construction Code, the DCA Homeland Security Best Practices Standards for Schools Under Construction or Being Planned for Construction (“Best Practice Standards”), the Occupational Safety and Health Act of 1970, the Soil, Erosion and Sediment Control Act, as well as any requirements of any local or national Authorities having Jurisdiction over the Project, as applicable.
- 1.39 “Not to Exceed Amount” means the amount listed in the Notice of Award for a Project bid on a time and materials basis, which amount represents the maximum that may be paid against a Contractor’s invoices on the Project, unless an adjustment of the Not to Exceed Amount is specifically authorized by the Authority.
- 1.40 “Notice of Award” means a notice from the Authority to the Contractor that its bid has been accepted and that the Authority intends to enter into a contract with the Contractor for the work set forth in the Request for Proposals, upon submission of additional materials specified in the Notice of Award.
- 1.41 “Notice to Proceed” or “NTP” means a written notice from the Authority to the Contractor authorizing the Contractor to proceed with the Work, and setting the Commencement Date on which the Contractor shall begin performing Work.
- 1.42 “Parties” means the Authority and the Contractor.
- 1.43 “Product data” means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system proposed for use in some portion of the Work

- 1.44 “Professional Services Consultants” means consultants providing professional services including, but not limited to, studies (including feasibility studies), investigations, surveys, evaluations, consultations, planning, programming, conceptual designs, plans and specifications, cost estimates, construction management, inspections, submittal review, testing, preparation of operating and maintenance manuals, and other related services.
- 1.45 “Project” means the demolition, construction, improvement, repair, alteration, modernization, renovation or reconstruction of all or any part of the School Facility identified in the Contract Documents or of any personal property necessary for or ancillary to the School Facility identified in the Contract Documents.
- 1.46 “Project School District” means the school district in which the Project is located.
- 1.47 “Proposal” means a written description of certain proposed Work, setting forth the price and time adjustments, if any, necessary to perform the proposed Work, prepared by the Contractor in response to a “Proposal Request” issued by the Authority recognizing a contemplated change to the Construction Contract.
- 1.48 “Proposal Request” means a written request issued by the Authority recognizing a contemplated change to the Construction Contract and seeking the Contractor’s Proposal for the performance of Work to accomplish the contemplated Change in the Work.
- 1.49 “Punchlist” means the list of incomplete or defective Work to be performed or remedied by the Contractor to fully complete the Project. The Punchlist shall not include items that are necessary to be completed in order to secure a Temporary Certificate of Occupancy.
- 1.50 “Remedial Action” means those actions taken at a site as may be required by the New Jersey Department of Environmental Protection, including, without limitation, removal, treatment measures, containment, transportation, securing, or other engineering or institutional controls, whether to an unrestricted use or otherwise, designed to ensure that any discharged contaminant is remediated in compliance with the applicable remediation standards pursuant to N.J.A.C. 7:26E-6.
- 1.51 “Remedial Action Work Plan” or “RAWP” means the written documentation prepared and certified by licensed qualified environmental and/or engineering firms to satisfy New Jersey Technical Requirements for Site Remediation (N.J.A.C. 7:26E-6.2.). The RAWP will include, among other things, a summary of findings and recommendations generated by any Remedial Investigation Report, an identification of areas of concern, and a detailed description of the remedial action to be conducted and the remedial technology to be employed on the Site.

- 1.52 “Safety Manual” means the latest edition of NJSDA’s Safety Manual available at the time this Agreement is executed by the Parties.
- 1.53 “Sample” means physical examples that illustrate materials, equipment or workmanship, and establish standards by which the Work will be judged
- 1.54 “Schedule” means the approved bar chart schedule prepared and submitted by the Contractor to the Authority in accordance with Section 5.4 herein and Section 01310 of the Specifications, wherein the Contractor identifies all critical and certain non-critical activities, including Construction Milestones and the projected and actual time periods for completing such activities and Construction Milestones.
- 1.55 “Schedule of Values” shall mean an itemized list prepared by the Contractor that establishes the value allocated to the various portions of the Work and supported by such substantiating data as the Authority may require. If accepted by the Authority, this Schedule of Values shall be used as a basis for the Contractor’s Invoices and only for this purpose.
- 1.56 “School Facility” means and includes any structure, building or facility used wholly or in part for academic purposes, and any property, structure, or area ancillary or appurtenant thereto.
- 1.57 “Shop drawings” means drawings, diagrams, schedules and other data prepared specifically for the Work by the Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work
- 1.58 “Site” means the geographical location of the site(s) proposed or selected for the Project.
- 1.59 “Specifications” means a written description attached hereto and made a part hereof setting forth the detailed, technical and functional characteristics of, or the discrete design for, an item of material, equipment or Work to be incorporated into the construction, or a requirement of the Work to be performed under the Contract. The Specifications may include a statement of any of the Authority’s requirements and may provide for inspection, testing or the preparation of a construction item before procurement.
- 1.60 “State” means the State of New Jersey.
- 1.61 “Subcontractor” means the party to whom the Contractor or other subcontractor subcontracts part or all of the Work for which the Contractor or other subcontractor is ultimately responsible. As used in this Agreement, the term “Subcontractor” shall include sub-subcontractors of any tier.
- 1.62 “Submittal” means documents or other tangible items required to be prepared by the Contractor for review by the Design Consultant and/or the Authority.

Examples of Submittals include, but are not limited to, shop drawings, product data and samples.

- 1.63 “Substantial Completion” means that point in time on the Project when all of the following have occurred: (i) all essential requirements of the Contract Documents have been performed so that the purpose of the Contract Documents is accomplished; (ii) a Certificate of Occupancy or Temporary Certificate of Occupancy has been issued by the Department of Community Affairs; (iii) the Punchlist has been created; (iv) there are no material omissions or technical defects or deficiencies, as identified by the Authority; and (v) the Project is one-hundred percent (100%) ready for occupancy in accordance with its intended use.
- 1.64 “Substantial Completion Date” means the date the Contractor is required to achieve Substantial Completion as identified in the Contract Documents.
- 1.65 “Supplementary Conditions” means any supplemental or additional general conditions that may be attached to this Contract and/or that apply to the Work, and which add to or modify the terms herein.
- 1.66 “Temporary Certificate of Occupancy” means the document issued to the Contractor by the Department of Community Affairs.
- 1.67 “Term” means the duration of this Contract, which shall be from the Commencement Date and shall extend until all obligations of the Contractor to perform Work pursuant to the Contract Documents have been performed to the satisfaction of the Authority, unless extended or sooner terminated as set forth in this Agreement.
- 1.68 “Time and Materials Costs” means the direct costs of labor and materials as defined and limited by Section 13.2 of this Agreement, including direct labor, labor fringe benefits, labor burden costs, materials, equipment and subcontractor and disposal costs as more specifically defined in that Section. Time and Materials Costs shall not include indirect costs such as overhead, profit, insurance and bonding costs.
- 1.69 “Uniform Construction Code” or “Code” means the New Jersey Uniform Construction Code, as set forth in N.J.A.C.5:23-1 et seq., including the International Building Code and all applicable Subcodes, as amended from time to time.
- 1.70 “Work” means all work performed by the Contractor and its Subcontractors and suppliers, including providing all material, equipment, tools, labor, services, transportation and supplies, as described in and reasonably inferable from the Contract Documents, including all efforts necessary or appropriate to achieve Substantial Completion and Final Completion.

## **2.0 INTERPRETATION AND INTENT**

### **2.1 Intent**

This Agreement is intended to permit the Parties to complete the Work and all obligations required by the Contract Documents within the Contract Time, and if the contract was procured on a lump-sum basis, for the Contract Price. The terms of this Contract are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction industry standards.

### **2.2 Interpretation**

In the Contract Documents, where appropriate: the singular includes the plural and vice versa; references to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; the words "including," "includes," and "include" shall be deemed to be followed by the words "but not limited to;" unless otherwise indicated, references to articles, sections, appendices or schedules are to this Contract; words such as "herein," "hereof," "hereunder," and "foregoing" shall refer to the entire document in which they are contained and not to any particular provision or section; words not otherwise defined, which have well-known technical or construction industry meanings, are used in accordance with such recognized meanings; and words of any gender used herein shall include the other gender, where appropriate. When two or more interpretations of the same requirement of the Work exist, the most stringent, as determined by the Authority in its sole discretion, shall apply. Unless otherwise specified, lists contained in the Contract Documents defining the Project or the Work shall not be deemed all-inclusive.

### **2.3 Referenced Standards**

Unless otherwise specified by the Authority, any reference in the Contract Documents to a publication, statute, code section, regulation or other reference shall be deemed to mean the latest edition or revision thereof, including amendments and supplements thereto.

### **2.4 Notification of Errors in the Contract Documents**

The Contractor shall promptly notify the Authority of all obvious, patent and readily observable errors, omissions, inconsistencies or other defects (including inaccuracies) which it may, or reasonably should, discover in the Contract Documents. The Contractor may be requested to provide written recommendations regarding changes or corrections to resolve any such error, omission, inconsistency or defect. The Contractor must obtain the Authority's acceptance before proceeding with the Work thereby affected by any such obvious, patent and readily observable error, omission, inconsistency or defect. The Contractor shall not make a claim premised upon any obvious, patent and readily observable error, omission, inconsistency or defect in the Contract Documents, unless the Contractor has first provided notice to the Authority of such error, omission, inconsistency or defect.

### **2.5 Approvals, Acceptances, Consents and Determinations of the Authority**

In all cases where acceptances, approvals, consents or determinations are required to be provided under the Contract Documents, such acceptances, approvals or consents shall not be withheld unreasonably and such determinations shall be made reasonably, except in cases where a different standard (such as, by way of example only, sole discretion) is specified. In cases where sole discretion is specified for an acceptance, approval, consent, determination or other decision, such decision shall not be subject to dispute resolution hereunder.

## **2.6 Plans and Specifications**

- 2.6.1 All Work performed shall be in conformity with the lines, grades, cross-sections, dimensions, and material requirements, including tolerances, shown in the Contract Documents. The Plans shall consist of general drawings and shall show such details as are necessary to give a comprehensive representation of the construction contemplated. Omissions from the plans or Specifications of details of Work which are reasonably inferable to carry out the intent of the Contract Documents, or which are customarily included, shall not relieve the Contractor from including such omitted details of Work, and they shall be included as if fully and correctly set forth and described in the Plans and Specifications, without entitlement to a Change Order hereunder. Only where the Contract Documents specifically describe a portion of a Project as being performed by others is such portion deemed not to constitute part of the Contractor's responsibility.
- 2.6.2 The parties realize that in performing the Work, field conditions may require modifications in the Plans, Specifications and quantities of Work involved. Work must be performed in accordance with these field conditions to the satisfaction of the Authority and in accordance with its directions and the Contract Documents.
- 2.6.3 The Contractor shall maintain at least one set of the DCA-approved Plans and Specifications on site at all times.

## **2.7 Order of Precedence**

Each document that comprises the Contract Documents is an essential part of the Contract, and a requirement occurring in one is as binding as though occurring in all. The documents comprising the Contract Documents are intended to be complementary and to describe and provide for a complete Contract. In the event of any conflict among the documents comprising the Contract Documents, they shall be considered in the following descending order of precedence:

- (a) Executed Change Orders
- (b) Supplementary Conditions
- (c) Contract and General Conditions
- (d) Specifications

- (e) Large Scale Drawings
- (f) Small Scale Drawings

In the event there is a conflict between terms or provisions contained in any of the above-referenced Contract Documents, the Contractor will provide the more stringent standard or the higher quality of work, which shall be determined by the Authority in its sole discretion.

### **3.0 THE AUTHORITY'S RESPONSIBILITIES**

- 3.1 The Authority is responsible for the administration of the Contract. The Authority will decide all questions regarding the quality and acceptability of the Work, all questions regarding interpretation of the Contract Documents, all questions regarding the Contractor's compliance with the Contract Documents, and all questions as to Compensation and requests for time extensions.
- 3.2 The Authority shall designate, in writing, one or more representatives who shall have express authority to bind the Authority with respect to certain matters requiring the Authority's approval, acceptance or authorization under the Contract Documents, except that any such approval shall be subject to the limits of the Authority's Policy on Levels of Operating Authority.
- 3.3 Unless otherwise provided in the Contract Documents, upon Contract award, the Authority will furnish to the Contractor, free of charge, six (6) copies of the Contract Documents, and any additional instructions by means of addenda, supplemental drawings, manuals or other documents reasonably necessary for the proper execution of the Work.
- 3.4 The Authority and its Professional Services Consultants shall provide all information and responses required pursuant to the Contract Documents with reasonable promptness in order to permit orderly progress of the Work.
- 3.5 The Authority shall obtain and pay for the New Jersey Uniform Construction Code building permit. The Authority shall not be responsible for obtaining or paying for any other permits, licenses, approvals, government charges or inspection fees required by any governmental or quasi-governmental Authority Having Jurisdiction over the Project.
- 3.6 The Authority will furnish pre-construction surveys describing the Project Site, as applicable. The Contractor shall be entitled to rely on the accuracy of this information, but, to the extent that the Contractor discovers, or could have discovered, through its pre-bid Site inspection described in Section 4.4.2, obvious, patent and readily observable information in conflict with any such Authority-furnished survey information, the Contractor shall not be entitled to a Change Order for any costs or delays relating to such a conflict.

- 3.7 Should the Authority determine that a separate Construction Management firm will not be retained for this Project, throughout the provisions of this Agreement, all references to the Construction Manager shall be interpreted as referring to the Authority or the Design Consultant as its designee.

#### **4.0 CONTRACTOR'S RESPONSIBILITIES**

##### **4.1 Responsibility for the Work and Performance as Directed**

- 4.1.1 The Contractor shall furnish all construction and other services, provide all materials, equipment and labor and undertake all efforts necessary or appropriate to complete the Work in accordance with the requirements of the Contract Documents, the Project Schedule, all Legal Requirements, the accepted Quality Assurance and Quality Control program, the accepted Contractor's Safety Plan, the Plans and Specifications, taking into account the physical limits of the Site, and all other applicable constraints affecting each Project, so as to achieve Substantial Completion and Final Completion on or before the deadlines specified herein, and otherwise perform the Work in a timely manner in accordance with the Contract Documents.
- 4.1.2 The Contractor shall supervise and be solely responsible for the acts and omissions of the Contractor's employees, agents, officers, Subcontractors, Professional Service Consultants and any other persons performing portions of the Work for the Contractor, as though all such persons were directly employed by the Contractor.
- 4.1.3 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.
- 4.1.4 At all times during the Contract Term, including during the course of, and notwithstanding the existence of any dispute, the Contractor shall perform as directed by the Authority, in a diligent manner and without delay, shall abide by the Authority's decision or order, and shall comply with all applicable provisions of the Contract Documents. The Authority may issue a formal Directive to the Contractor to enforce the Contractor's obligation to perform Work required by the Contract Documents. Such Directives from the Authority do not constitute a change to the scope of the Work or Services and will not result in an increase in the Contract Price (if the Project was procured on a lump-sum basis) or an adjustment to the Contract Time. The Contractor shall perform the Work described in

the Directive, even if the Contractor disputes that such Services or Work are required by the Contract Documents.

## 4.2 Permits

4.2.1 Except as explicitly identified in Section 3.5, the Contractor shall obtain and pay for all permits, fees, approvals, licenses, government charges and inspection fees necessary for the proper execution and completion of the Work and/or required for the Project by any government or quasi-government Authority Having Jurisdiction over the Project, including, but not limited to, soils erosion permits, construction trailer permits, water permits, utility permits and street opening permits.

## 4.3 Pre-Construction Conference

The Contractor is required to attend and participate in a Pre-Construction Conference with the Authority, its Project Manager, the Design Consultant and representatives of major Subcontractors. The anticipated agenda for the Pre-Construction Conference shall include, but not be limited to, a review of the Contract Documents, a discussion of Subcontractors, key personnel, the Project Schedule and the Contractor's Safety Plan, and procedures for processing field decisions, submittals, substitutions, invoices and change orders. The Authority shall schedule the Preconstruction Conference within five (5) days of the Notice to Proceed. The Contractor shall submit its Safety Plan at, or in advance of, the Preconstruction Conference.

## 4.4 Review and Inspection of Contract Documents and Site

4.4.1 Review of Documents. The Contractor acknowledges that, prior to submitting its bid on the Project, it carefully studied and reviewed all Documents relevant to the Project that have been prepared and furnished by the Authority, including but not limited to, the Contract Documents, any geotechnical reports or surveys of the Site, and, if applicable, the Remedial Action Work Plan. If at any time during the Term of the Contract, the Contractor requires information or documentation that has not been provided by the Authority, but is only available to the Authority, the Contractor must request such information from the Authority. Failure to request and review such information waives any Claim by the Contractor that such information was necessary to fulfill its obligations pursuant to the Contract Documents and/or this Agreement. The Contractor shall promptly notify the Authority of all obvious, patent and readily observable errors, omissions, inconsistencies or other defects (including inaccuracies) which it may, or reasonably should, discover in the Contract Documents and may be requested to provide written recommendations regarding changes or corrections to resolve any such error, omission, inconsistency or defect. The Contractor must obtain the Authority's acceptance before proceeding with the Work thereby affected by any such obvious, patent and readily observable error, omission,

inconsistency or defect. The Contractor shall not make a claim premised upon any obvious, patent and readily observable error, omission, inconsistency or defect in the Contract Documents, unless the Contractor has first provided notice to the Authority of such error, omission, inconsistency or defect.

- 4.4.2 Review of Project Site. The Contractor further acknowledges that, prior to submitting its bid, in accordance with prudent and generally accepted construction practices, it inspected and examined the Project Site and surrounding locations and undertook other appropriate activities sufficient to familiarize itself with the readily observable conditions at the Site. As a result, the Contractor warrants that it is familiar with and accepts the physical requirements of the Work.

#### **4.5 Quality Assurance / Quality Control Program**

The Contractor shall have full responsibility for quality assurance and quality control through Final Completion of the Project. The Contractor shall prepare and submit to the Authority a detailed Quality Assurance/ Quality Control (QA/QC) Program at or prior to the Preconstruction Conference. The Authority's shall review the Contractor's QA/QC Program and will either accept or reject the Contractor's QA/QC Program within fifteen (15) Days of receipt. If the Authority rejects the Contractor's QA/QC Program, the Contractor shall revise and resubmit the QA/QC Program to the Authority until it is accepted. Once the QA/QC Program is accepted, the Authority shall monitor the Contractor's compliance with the Program to ensure that the Work meets or exceeds the accepted QA/QC Program. As part of the Contractor's QA/QC Program, the Contractor shall designate one (1) full-time employee whose responsibility it is to maintain and monitor the Contractor's compliance with its accepted QA/QC Program. If the Contractor's Work fails to meet the accepted QA/QC Program, the Authority will implement a course of action to address the Contractor's failure to comply with its QA/QC Program. The Authority's actions to verify the Contractor's compliance with its QA/QC Program shall not relieve the Contractor of its obligation to establish a QA/QC Program, comply with the QA/QC Program or meet the requirements of the Contract Documents. The Contractor's failure to comply with the requirements of this Section 4.5 shall be deemed an Event of Default under this Agreement. Such Event of Default may trigger Default remedies as stated in Section 11.

#### **4.6 Project Meetings**

The Contractor is required to attend weekly construction meetings throughout the progress of the Work. The anticipated agenda for the weekly construction meetings shall include, but not be limited to, a review of the Contractor's progress and daily manpower, field observations and problems, review of Submittals, Project Schedules and delivery Schedules, proposed Changes and Change Orders, and other issues relating to the Work. The Authority's Project Manager shall be responsible for scheduling and administering the weekly construction meetings, providing advance notice of the meetings and distributing meeting minutes.

#### **4.7 Safety Program**

The Contractor shall have full responsibility for safety at each Project Site at all times prior to Substantial Completion of the Project. The Contractor shall provide and comply with a Project safety program, meeting all of the requirements contained in the Supplementary Conditions, and Article 14 herein, including the submission of an appropriate Safety Plan at or before the Preconstruction Conference.

- 4.7.1 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.

#### **4.8 Monthly Status Report**

On or before the tenth day of the month, the Contractor shall provide the Authority and the Design Consultant with a monthly status report detailing the progress of its Work, including (i) the actual progress of the Work for the prior month according to the Schedule; (ii) discrepancies, conflicts, or ambiguities that exist in the Contract Documents that require resolution; (iii) health and safety issues that exist in connection with the Work; (iv) notice of potential Claims; and (v) other items that require resolution in order that the Contractor can complete the Work within the Contract Time.

#### **4.9 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, or order or formal Directive, and shall comply with all applicable provisions of the Contract Documents.

#### **4.10 Site Utilization/Staging Plan**

The Contractor shall develop a Site Utilization/ Logistics/Staging Plan ("Site Utilization Plan") for the entire Project Site, and shall submit the Site Utilization Plan at, or prior to, the Preconstruction Conference. The Site Utilization Plan shall identify areas of the Site available for the Contractor to accommodate all of its means and methods for completion of the Project, to ensure protection of adjacent buildings, to limit and manage impacts to the Site, and to maintain the continuity of school operations (if applicable). The Site Utilization Plan shall illustrate impacts and potential impacts to the Site. The Contractor shall provide this Site Utilization Plan, in both visual and narrative form, to the Authority for review and acceptance and shall modify this Plan, as necessary, to obtain the Authority's written approval. Once accepted by the Authority, the Contractor shall include the Site Utilization Plan in the Authority's Expedition Database, and shall keep the Site Utilization Plan current. All material and equipment must be stored as outlined by the approved plan and to the satisfaction of the Authority. Any changes or updates to the plan must be approved by the Authority. The location of a Contract waste container is to be at the discretion of the Authority for each work location. Containers must be

covered at all times and removed daily when full. Debris piles or bulk storage of refuse is strictly prohibited on this project site.

## **5.0 TIME, PROJECT SCHEDULE AND PROGRESS**

### **5.1 Time is of the Essence**

The Contractor acknowledges that time is of the essence in this Contract.

### **5.2 Deadlines for Substantial Completion and Final Completion**

The Contractor shall achieve Substantial Completion and Final Completion on or before the dates set forth in the Supplementary Conditions or other Contract Documents, as those dates may be modified by approved Change Orders. Failure to achieve Substantial Completion or Final Completion by the dates established by the Contract Documents will result in the Authority's assessment of Liquidated Damages in accordance with Section 12.2.

5.2.1 Specific Durations. The dates and durations listed below shall be incorporated into the Contractor's Schedule and shall be adhered to unless modified in writing by mutual agreement between the Contractor and the Authority. The only exceptions to these durations are defined in the General Conditions under Section 8.5 FORCE MAJEURE AND OTHER CHANGES WARRANTING AN ADJUSTMENT IN THE CONTRACT TIME.

- A. Commencement Date: The date set forth in the written Notice to Proceed issued by the Authority.
- B. Substantial Completion: To be achieved within      calendar days from date of Notice to Proceed.
- C. Final Completion: To be achieved within      calendar days from date of Substantial Completion

### **5.3 Contract Time/Notice to Proceed**

The Contract Time shall begin on the Commencement Date set forth in the Notice to Proceed. The Notice to Proceed will be issued by the Authority after receipt and acceptance of properly executed Contract Documents, including, but not limited to, performance and payment bonds and insurance certificates in a form acceptable to the Authority. Unless otherwise directed by the Authority in writing, the Contractor shall initiate Work within five (5) Days of the Commencement Date. The Contractor shall not be entitled to any Claim for delay, disruption, acceleration or any other Claims arising from the timing of the Authority's issuance of the Notice to Proceed. The Contractor shall perform no Work on the Project prior to the issuance of the Notice to Proceed.

## 5.4 Schedule

- 5.4.1 Scheduling of the Work is and shall be the Contractor's responsibility. The Contractor shall determine the most feasible order for the Work commensurate with the requirements of the Contract Documents. Within four (4) Days after the Commencement Date, the Contractor shall prepare and submit to the Authority a milestone Schedule for the execution of the Work, for review and acceptance. Within fourteen (14) Days after initial submission of the milestone Schedule, the Contractor shall submit to the Authority a Bar Chart Schedule for execution of the Work, for review and acceptance by the Authority. The Bar Chart Schedule shall indicate: (1) the dates for the start and completion of the various stages of the Work, (2) Construction Milestones; (3) critical and certain non-critical activities, (4) dates that the Contractor is required to provide Submittals to the Design Consultant; (5) the work of E-Rate suppliers and vendors; and (6) dates when Authority and/or Design Consultant information or acceptances are required to enable the Contractor to achieve completion of the Work within the Contract Time. The proposed Schedule shall meet the format and content requirements of Specification Section 1310 ("Schedules and Reports"). The Contractor shall include in the Schedule ample time for review of specific Deliverables by DOE and DCA, including time for receipt of comments from these entities, time for any modification of documents by the Contractor to accommodate such comments, and time for subsequent review by DOE or DCA of any modifications to the documents. Construction of the Project shall be undertaken and completed in accordance with the Project Schedule prepared by the Contractor and approved by the Authority. The Project Schedule shall, among other things, provide that Substantial Completion and Final Completion shall be achieved by the dates required by the Contract Documents.
- 5.4.2 The Authority shall review the proposed Schedule submitted by the Contractor and shall accept or reject the Schedule within five (5) Days of receipt of the proposed Schedule. Once accepted by the Authority, the Schedule shall be used by the Authority to monitor the Contractor's progress.
- 5.4.3 If a Schedule is rejected, revisions are required or deficiencies are identified by the Authority, the Contractor shall revise and resubmit the Schedule within three (3) Days of the rejection.
- 5.4.4 Failure to provide a Schedule acceptable to the Authority within the time specified in Section 5.4.1, and/or failure to provide updated Schedules in a timely fashion will result in withholding of payment pursuant to Section 13.4.3, an event of default pursuant to Section 11.1.1(h), or other negative consequences as provided by this Agreement.

- 5.4.5 The Contractor shall submit monthly Project Schedule updates to the Design Consultant and the Authority on the 10th day of each month. Such updates will be used by the Authority and the Design Consultant to verify the Contractor's compliance with the Project Schedule and progress in timely achieving Construction Milestones. In the event that review of the Project Schedule update by the Authority or the Design Consultant reveals that the Contractor will not meet the Construction Milestones within the time set forth in the Project Schedule, the Authority and/or the Design Consultant shall so advise the Contractor, and the Contractor shall be required to prepare and submit a recovery Project Schedule to the Authority and the Design Consultant for review and acceptance by the Authority.
- 5.4.6 The Contractor is required to provide to the Authority and the Design Consultant at each Project Meeting a two-week "look ahead" schedule defining the Work to take place over the next two weeks, in advance of such work. Safety issues shall be included in this "look ahead" schedule, and target milestones shall be identified in the "look ahead" schedule to assist in tracking results.
- 5.4.7 Any such updates or revisions to the Project Schedule shall not relieve the Contractor of its obligations to complete the Work within the Contract Time, as such dates may be adjusted in accordance with the Contract Documents. Neither the Authority's review and acceptance of the Project Schedule, nor the Design Consultant's review and comment upon the Schedule (including any recommendations from the Design Consultant, if offered) shall be construed as relieving the Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.
- 5.4.8 The Contractor agrees that it will commence performance of the Work and direct the Work to provide an orderly progression of the Work to achieve Substantial Completion and Final Completion, including furnishing such employees, materials, facilities and equipment and working such hours, including extra shifts and overtime hours, as may be necessary to achieve such goal, all at the Contractor's own expense.
- 5.4.9 Float time shown on the Project Schedule is not for the exclusive use of either the Contractor or the Authority. Float time is available for use by both Parties to facilitate the effective use of available resources and to minimize the impact of problems that may arise during construction. No time extension will be granted as a result of any problem, Change Order or delay that only results in the loss of available positive float on the Project Schedule. Float time shown on the Project Schedule shall not be used by the Contractor in a manner that, in the reasonable opinion of the Authority, is detrimental to the interests of the Authority

### **5.5 Submission of Daily Field Reports and Sign-In/Sign-Out Sheets.**

The Contractor shall submit the previous day's Daily Field Report and Daily Sign-Out Sheets to the Design Consultant's office before 10:00 AM. These documents shall be in a form acceptable to NJSDA. Copies of all Daily Field Reports and Sign-In/Out Sheets for the Contractor and all Subcontractors are to be maintained on site by the Contractor for the duration of the project.

### **5.6 Submission of Certified Payroll Records**

The Contractor shall submit to the Authority certified payroll records for its own employees and for its subcontractors for each payroll period, within ten (10) days of payment of wages, in accordance with N.J.A.C. 12:60-5.1. The certified payroll records shall be submitted in hardcopy and an electronic format acceptable to NJSDA, in a manner accessible to the Authority. The Authority shall have the right to request paper copies of certified payroll records at any time, and the Contractor shall produce such records within five (5) days of a request from the Authority.

## **6.0 PROSECUTION AND PROGRESS OF THE WORK**

### **6.1 Supervision**

6.1.1 The Contractor shall supervise and direct the Work, including all portions of the Work performed by any Subcontractor. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Authority and its contractors, Professional Services Consultants, agents and employees in every way possible.

6.1.2 Prior to the execution of this Agreement, the Contractor shall designate in writing an individual satisfactory to the Authority who is thoroughly experienced in the Work being performed, as the Contractor's Superintendent. The Contractor's Superintendent shall, so long as his/her performance is acceptable to the Authority, be responsible for the Contractor's Work through Final Completion of the Project. The Superintendent 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. The Contractor's Superintendent shall have authority to receive and transmit instructions and information and render decisions related to the Project on

behalf of the Contractor, and shall have the authority to promptly secure or supply such materials, equipment, tools, labor, and incidentals as may be required. The Superintendent shall have the non-exclusive authority to bind the Contractor in all decisions, changes or other matters relating to the Project. All directions given to the Contractor's Superintendent shall be binding as if given to the Contractor. The Superintendent shall only perform construction supervisory activities for the Project and shall not perform Construction Work. The Superintendent shall not perform administrative support functions in addition to his/her construction supervisory duties. Upon the request of the Authority, the Contractor shall replace the Superintendent with a candidate acceptable to the Authority if the Authority determines that the Superintendent's performance is no longer satisfactory.

- 6.1.3 The Contractor, at its discretion, may designate additional Superintendents, and, if it does so, shall provide to the Authority, in writing, the name and qualifications of the additional superintendent(s) as well as the authority granted to such additional superintendent(s).
- 6.1.4 At least one superintendent shall be present at the Site at all times while Work is being performed. When Work is not in progress, the Contractor shall have a plan, acceptable to the Authority, for responding to an emergency situation that requires the presence of the Contractor's superintendent. Such plan shall be communicated to the Authority in writing.
- 6.1.5 If a superintendent is not present at the Site when Work is being performed, or is not present at the site of any performance of a portion of the Work, the Authority may suspend all of the Work until a superintendent is present. Such suspension shall not be the basis of any Claim to the Authority for additional costs or a time extension.

## 6.2 **Cooperation**

- 6.2.1 The Contractor shall cooperate with other contractors, subcontractors, Professional Services Consultants and other entities engaged by the Authority to work on the Project. The Authority will identify in the Contract Documents such Professional Services Consultants, contractors and/or subcontractors and their roles on or before the Effective Date or within a reasonable time after the retention of such entities. At the direction of the Authority, the Contractor shall also cooperate with the Project School District and its personnel and any other applicable State agencies.

- 6.2.2 In the event that the Authority retains a Commissioning Agent, the Contractor shall cooperate with the Commissioning Agent and coordinate its Work with the Commissioning Agent.
- 6.2.3 If there is a difference of opinion as to the respective rights of the Contractor and others performing work within the limits of or adjacent to the Site, the Authority, in its sole discretion, will decide as to the respective rights of the various parties involved. The decision of the Authority is final and binding and is not cause for a Claim by the Contractor for additional compensation or delay.
- 6.2.4 The Contractor acknowledges that other entities will be performing work on the Site during the Contract Term. The Contractor hereby waives any and all Claims against the Authority for additional compensation, delay and/or inefficiencies that may arise due to other entities working on the Site.
- 6.2.5 The Contractor shall coordinate the Work and shall place and dispose of materials so as not to interfere with the work of the other entities on the Project. The Contractor shall coordinate its Work with the work of the other entities and shall perform its Work in proper sequence to allow other entities to complete their work accordingly.
- 6.2.6 All communications with the Authority shall be sent to the Authority's Project Manager. Where communications are required by the Contract Documents to be directed to persons other than the Authority, the Contractor shall furnish the Authority with a copy of such communications.
- 6.2.7 The Contractor's bid shall include all costs for coordinating the work between all trades. Should a question of union jurisdiction arise, The Contractor shall take immediate steps to settle such disputes and shall use such labor as may be determined by union jurisdiction, at no additional cost to owner. Should he fail to take expeditious actions, he will be responsible for any time lost due to delays arising from such disputes

**6.3 E-Rate Vendors and Installers (DELETED)**

**6.4 Utility Rebate Programs.**

In addition to the requirements set forth in Section 6.3 above, the Contractor shall construct the Project to maximize all discounts, rebates and/or reimbursements for the Project available under any applicable State, local or Federal utility rebate and/or reimbursement program, including but not limited to, the N.J. Smart Start Buildings Program.

**6.5 LEED™ (DELETED)**

## 6.6 Inspection of Work

- 6.6.1 Each part or detail of the Work performed by the Contractor is subject to inspection by code officers, the Design Consultant, the Authority or its representatives, and may be the subject of special inspections. Code officers, the Design Consultant, and/or the Authority and its representatives shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection. When code officers, the Design Consultant, and the Authority or its representatives are on the Project Site in the course of their employment, they shall be deemed conclusively to be invitees of the Contractor.
- 6.6.2 The Contractor shall notify the Design Consultant and the Authority in writing 72 hours prior to the need for required code inspections or special inspections. The Contractor shall not directly request any inspection from DCA. All communications with DCA shall be through the Design Consultant or the Authority.
- 6.6.3 During official inspections, The Contractor is to provide proper supervision, labor and equipment to facilitate the inspection at no additional cost to the contract. The Contractor is to fully cooperate and provide supervision, standby labor, and equipment during all inspections, including providing all required documentation, all drawings approved or released by the code official, shop drawings, etc. as needed.
- 6.6.4 Inspectors, whether Authority employees, representatives or third-parties engaged by the Authority, are authorized to inspect all Work. Such inspection may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the materials and equipment to be used. Inspectors are not authorized to alter or waive any requirements of the Contract Documents. Inspectors are not authorized to issue instructions contrary to the Contract Documents or to direct or otherwise supervise the Contractor. Inspectors have the authority to reject Work subject to confirmation by the Authority.
- 6.6.5 The Contractor shall not cover up any work that is subject to code inspection but which has not yet been inspected or approved by a code officer.
- 6.6.6 The Authority may order any Work done without the required inspection to be removed and replaced. The Authority may order the removal and replacement of Work that covers or conceals other items of Work that have not yet received code official inspection. The Contractor will be responsible for the costs of uncovering, removing, and/or replacing the uninspected Work.

## 6.7 **Correction of Nonconforming or Defective Work**

6.7.1 Repair and Replacement. In the event that the Authority determines that any of the Work performed or any of the materials furnished or equipment supplied, or any of the finished Work in which such materials are used or such equipment is installed, are not in strict conformity with the requirements of the Contract Documents or are otherwise defective, the Work, materials and/or equipment shall be removed, repaired, replaced or otherwise brought into strict compliance with the requirements of the Contract Documents by and at the sole cost and expense of the Contractor.

6.7.2 Correction of Nonconforming or Defective Work. The Authority shall require timely correction by the Contractor of nonconforming Work. If nonconforming Work remains uncorrected for more than thirty (30) Days from the Contractor's receipt of notice of the nonconforming Work from the Authority, its Project Manager, the Design Consultant, or DCA, the next Invoice to the Contractor may be reduced by an amount equivalent to the entire value of the nonconforming Work, as if the nonconforming Work is 0% complete. The Authority shall maintain a continuing list of nonconforming Work as determined by the Authority and shall make such list available to the Contractor. If the Contractor fails to repair, replace, remove or otherwise remedy any nonconforming or defective Work in accordance with this Section, the Authority shall repair, replace, remove or otherwise remedy the Contractor's nonconforming or defective Work at the Contractor's expense. In such case, an appropriate written notice shall be issued by the Authority to the Contractor notifying the Contractor of the Authority's decision to repair, replace, remove or otherwise remedy the nonconforming or defective Work and deducting from the payments then or thereafter due the Contractor the cost of repairing, replacing, removing or otherwise remedying the Contractor's nonconforming or defective Work. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Authority upon demand.

## 6.8 **Submittals**

6.8.1 This section intentionally omitted.

6.8.2 The Contractor shall prepare and submit to the Authority and the Design Consultant all Submittals required by the Contract Documents within five (5) days of the Commencement Date. The Design Consultant shall provide to the Authority written comments and recommendations for acceptance or rejection of the Submittal within seven (7) days of receipt of the Submittal. The Authority shall return the reviewed Submittal to the Contractor with comments or reject or accept the Submittal within seven (7) days of receipt of the comments and recommendations from the

Design Consultant. Submittal review by the Authority and the Design Consultant shall be solely for the purpose of determining whether the items or equipment specified in Submittals are consistent with the requirements of the Contract Documents, and is not deemed to be undertaken for any other purpose, including: 1) determining the accuracy and completeness of each Submittal; 2) determining that any other details such as dimensions and quantities have been complied with; 3) substantiating instructions for installation and performance of equipment or systems designed by the Contractor; 4) approval of safety precautions; or 5) approval of construction means, manners, methods, techniques, sequences or procedures, all of which shall remain the Contractor's responsibility. The review of specific items also shall not indicate review of an assembly of which the item is a component.

- 6.8.3 The Contractor shall stamp each Submittal with a stamp certifying that by preparing and providing Submittals, the Contractor has (1) verified all materials, field measurements and field construction criteria related thereto, (2) coordinated the information contained within such Submittals with the requirements of the Work and the Contract Documents, and (3) verified that the Submittals conform to the Contract Documents.
- 6.8.4 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Authority's acceptance of any Submittal, unless the Contractor has specifically informed the Authority in writing of such deviation at the time of submission and the Authority has issued written approval to the specific deviation.
- 6.8.5 If a Submittal is rejected by the Authority, the Contractor shall revise and resubmit the Submittal within three (3) Days of the rejection.
- 6.8.6 In the event that the Contractor is required to revise and resubmit any Submittal, the Contractor shall identify, in writing, all revisions made by the Contractor.
- 6.8.7 No portion of the Work requiring submission of a Submittal shall be commenced until the Submittal has been accepted by the Authority and returned to the Contractor marked "accepted." All such portions of the Work shall be performed in accordance with accepted Submittals.
- 6.8.8 The Contractor acknowledges that the Authority may require the Contractor to make a reasonable number of changes to the Submittals prior to the Authority's acceptance of such Submittals
- 6.8.9 The Contractor is required to maintain all submitted submittals, including shop drawings, on the jobsite at all times. The submitted submittals shall

be organized and filed by specification number and review status (i.e. “accepted,” “rejected” or “pending” submittals). Copies shall be supplied to the Design Consultant for the record as required or requested.

## 6.9 Substitutions

6.9.1 Whenever materials or equipment are specified or described in the Contract Documents by using the brand name of an item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no approved equal is permitted, material and equipment of other suppliers may be accepted, but only if the Contractor receives Authority approval after the Contractor submits a written request to use an approved equal including the following information regarding the proposed equal for the Authority’s review and approval:

6.9.1.1 Manufacturer or supplier data sheets providing detailed Specifications and product Data;

6.9.1.2 A written statement from the Contractor or its Subcontractor stating the reasons that the proposed item or supplier is necessary or preferred for use on the Project;

6.9.1.3 A cost analysis identifying the cost savings to the Authority if the proposed equal is used; and

6.9.1.4 Any other relevant information to be considered by the Authority in evaluating the Contractor’s proposed equal.

6.9.2 Equals proposed by the Contractor will be compared against the criteria provided in the Contract Documents. The Authority will either accept or reject the proposed equal within ten (10) Days of receipt of the Contractor’s written request for the use of an approved equal with all of the required information necessary for the Authority to review the request. Authority acceptance of an equal does not release the Contractor of its responsibility under the terms of the Contract Documents to produce Work, materials or equipment in conformity with the requirements of the Contract Documents, and further does not relieve the Contractor of its responsibility to submit to the Design Consultant a Submittal for acceptance of the approved equal.

6.9.3 The Authority will not permit any increases in the Contract Price (if lump-sum) or extensions of the Contract Time as a result of the use of the approved equal.

- 6.9.4 The Authority may require the Contractor to furnish, at no cost to the Authority, a special performance guarantee or other security with respect to any approved equal.
- 6.9.5 When the Contract Documents permit the use of more than one type of a particular material, equipment or product, the Contractor shall choose and use only one acceptable, approved type of material, equipment or product for installation on the entire Project.

#### 6.10 **As-Built Plans and Drawings and Project Closeout Procedures**

- 6.10.1 Requirements. In addition to the requirements for Final Payment included in Section 13.9 of this Agreement, the Contractor shall comply with the following requirements and procedures concerning As-Built Plans and Drawings and Project Closeout.
- 6.10.2 As-Built Documents. The Contractor shall keep on the Project Site, and make available to the Authority at all times, one set of Plans and Specifications to be marked "As-Built" (the "As-Built Documents"). During the course of the Project, the Contractor shall regularly mark the As-Built Documents with colored pencils to reflect any changes, as well as the dimension and the location of all pipe runs, conduits, traps, footing depths or any other information not already shown on the plans or differing therefrom. All buried utilities outside the Building shall be located by a survey performed by a licensed surveyor, who shall certify as to the accuracy of the surveys. The As-Built Documents and survey shall be made available to the Authority upon request at any time during the progress of the Work.
- 6.10.3 Certification of As-Built Documents. The Contractor shall submit the final As-Built Documents to the Authority with a certification as to the accuracy of the information thereon at the time of Final Completion and before Final Payment is made to the Contractor. Submission of the As-Built Documents and certification are explicitly required as a condition precedent to Final Payment.
- 6.10.4 As-Built Survey to DCA. The Contractor shall submit to DCA prior to issuance of a Certificate of Occupancy an "as-built" survey of the Building location along with any additional documentation required by the Authority for issuance of the Certificate of Occupancy.
- 6.10.5 Project Closeout. Upon Final Completion of the Project, the Contractor shall also submit to the Authority upon request, three (3) sets of all shop and/or erection drawings used for "as-built" documentation and all Operating, Instruction and Maintenance manuals for Equipment. The Contractor shall also provide video training to instruct Project School

District personnel to properly operate and maintain systems, equipment and similar items provided as part of the Contractor's Work.

## 6.11 Testing

- 6.11.1 Prior to the initiation of any testing required by applicable Legal Requirements, the Contract Documents or any manufacturer or supplier, the Authority will provide the Contractor with the names of approved testing laboratories, firms or services for use on the Project. The Contractor shall utilize only testing laboratories, firms or services approved or otherwise provided by the Authority. Failure to use such approved entities shall be grounds for rejection of the inspection or test as nonconforming.
- 6.11.2 The Contractor shall notify the Authority's Project Manager in writing of all scheduled testing of materials or equipment. The notice shall be provided no later than seven (7) Days prior to the scheduled test. The Authority shall bear the cost of material and equipment testing specifically required by Code, the Contract Documents, or any manufacturer or supplier. The Contractor shall bear the costs associated with all other testing performed, except for that testing requested by the Authority pursuant to section 6.11.3 below.
- 6.11.3 The Authority may direct, in writing, that testing be performed in addition to the testing required by Code, the Contract Documents or any manufacturer or supplier. The Contractor shall retain the testing firm and coordinate such additional testing and shall invoice the Authority for such additional testing. The Authority shall bear the costs of such additional testing and shall reimburse the Contractor for such additional testing after the testing report is complete, unless the test report for the additional testing requested by the Authority pursuant to this Section 6.11 reveals that the Work does not comply with the requirements of the Contract Documents. If the test report for the additional testing reveals that the Work does not comply with the requirements of the Contract Documents or is defective, the Contractor shall bear any and all costs of such testing. The Contractor shall cooperate fully with, and shall give site access to, any firm or entity retained by the Authority or the Design Consultant, to provide testing services on the Project.
- 6.11.4 All test reports shall be submitted to the Authority's Project Manager and shall be accompanied by a certification signed by the Contractor attesting to the Contractor's knowledge of the contents of the Submittal, acceptance by the Contractor of the test and/or inspection findings, acknowledgment that the materials and/or equipment tests meet the required standards, and a certification that the test and/or inspection report is accurate. Failure to

provide the written certification shall be grounds for rejection of the Submittal.

## 6.12 **Equipment and Materials**

- 6.12.1 The Contractor warrants to the Authority that all materials and equipment furnished under the Contract Documents will be new, unless otherwise specified, and that all Work will be of good quality, free from faults, defects, and in conformance with the Contract Documents. All materials and equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and rejected by the Authority. If required by the Authority, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to, and not in lieu of, any other warranty or guarantee provided for in this Agreement and/or by a manufacturer.
- 6.12.2 The Contractor shall furnish and deliver the necessary equipment and materials in ample quantities and as frequently as required to avoid delay in the progress of the Work and shall store them so as not to cause interference with the orderly progress of a Project. The Contractor shall have a representative at the Site to accept delivered equipment and materials, as such equipment and materials will not be accepted for delivery by the Authority
- 6.12.3 The Contractor shall provide the necessary protection to stored materials and work in place to prevent damage, injury or loss of work in progress and to preclude the formation of extraneous substances like mold on work in place and stored materials.
- 6.12.4 The Contractor shall provide reasonable protection to prevent damage, injury or loss to the Work and the materials and equipment to be incorporated therein, whether in storage on or off the Project Site, under the care custody or control of the Contractor or any of its Subcontractors or suppliers. Such reasonable protections under this Section 6.12.3 shall include at a minimum, the following:
- 6.12.4.1 Storage of materials is the responsibility of the Contractor. Materials shall be stored immediately on delivery, whether delivered to the Project Site or to an off-Site location, in accordance with manufacturer's instructions, to ensure the preservation of their quality and fitness. Stored materials, even if accepted before storage, may again be inspected prior to their use

on the Project. Stored materials shall be located so as to facilitate their prompt inspection and maintenance.

6.12.4.2 Any materials or equipment susceptible to damage from the elements shall be stored in weather-tight enclosures. The Contractor shall maintain the temperature and humidity in the enclosed areas within the ranges stated in the manufacturer's instructions. The Contractor shall also store unpacked and loose products on shelves, in bins, or in neat groups of like items within the enclosed areas.

6.12.4.3 For exterior storage of materials or equipment, the Contractor shall provide substantial platforms, blocking, or skids, to support products above ground. The Contractor shall protect materials and equipment from soiling and staining and, for materials and equipment that are subject to discoloration or deterioration from exposure to the elements, the Contractor shall cover such equipment and materials with impervious sheet metal and provide ventilation to prevent condensation. The Contractor shall store granular materials on clean, solid surfaces such as pavement, or on rigid sheet materials to prevent mixing with foreign matter. The Contractor shall also provide surface drainage to prevent erosion and ponding of water in areas where materials and equipment are stored.

6.12.4.4 Any materials or equipment for the Project stored off-Site by the Contractor shall be stored in a bonded and insured warehouse.

6.12.5 With the acceptance of the Authority, portions of a Project Site may be used for storage purposes and for the placing of the Contractor's plant and equipment, but additional space, as required, must be provided by the Contractor at its expense. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. Copies of such written permission shall be furnished to the Authority prior to use of private property for storage. Contractor shall restore storage sites to their original condition once the site is no longer used by the Contractor for storage, at no cost to the Authority.

6.12.6 No materials, equipment, or supplies for use on the Project shall be subject to any lien or encumbrance or other agreement by which an interest is retained by the seller or any other person or entity. The Contractor warrants by signing its Invoice that it has good and sufficient title to all material, equipment and supplies used by it in the Work, free from all liens, claims or encumbrances.

## **6.13 Acceptance and Rejection of Materials, Equipment Assemblies and Furnishings**

6.13.1 When specified by the Contract Documents, materials, equipment, assemblies and furnishings will be accepted only if the Contractor provides the Authority with such materials, equipment, furnishings or assemblies that are fully compliant with all requirements. The Contractor's incorporation of any and all materials, equipment, furnishings or assemblies into the Work shall constitute the Contractor's acknowledgement that such materials, equipment, furnishings or assemblies are compliant with all applicable requirements.

6.13.2 All materials, equipment, assemblies and furnishings, whether in place or not, which are not compliant with the requirements of the Contract Documents shall be considered as unacceptable, and shall be rejected and removed immediately from the Project Site. Rejected materials, equipment, assemblies or furnishings, the defects of which have been corrected, shall not be used unless and until accepted by the Authority.

## **6.14 Use of Explosives**

6.14.1 The use of explosives in the performance of the Work of the Project is discouraged and must be approved in writing by the Authority. If the use of explosives is necessary for the prosecution of the Work, and the Authority has approved the use of explosives, the Contractor shall exercise the utmost care not to endanger life or property, including the Work. The Contractor shall be solely and strictly liable for all damage resulting from the use of explosives.

6.14.2 The Authority shall schedule a pre-blast meeting with the Contractor and the Office of Safety Compliance, Mine Safety and Explosives for the New Jersey Department of Labor. No blasting will be permitted prior to the pre-blast meeting.

6.14.3 Prior to performing any blasting or use of explosives, the Contractor shall carefully document the existing condition of all adjacent properties by taking a minimum of twelve (12) digital photographs of each adjacent property, including the structures thereon, and by documenting the condition of the same in a video recording of sufficient length and detail as to capture all existing conditions. The Contractor shall submit copies of such photographs in digital and hard copy format, and shall submit copies of the video in DVD format.

6.14.4 If approved by the Authority for use on the Project, explosives on the Project Site shall be stored safely under lock and key. The storage places shall be expressly marked DANGEROUS EXPLOSIVES. The storage, handling and use of explosives and highly inflammable materials shall conform to the regulations of DCA, the New Jersey Department of Labor and any local Authority Having Jurisdiction over the Project. 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.

## 6.15 Utilities

6.15.1 Prior to commencing any excavation activity, the Contractor shall contact the proper utility companies and/or the State, County or City to identify the location of any existing utility lines, pipes or other equipment, whether in use or not. The Contractor shall be solely responsible for locating existing utilities, and shall be solely responsible and liable for any damages, fees, fines, claims or other costs associated with any damage or interruption to such utilities.

6.15.2 The Contractor shall protect all utilities encountered while performing the Work, regardless of whether such utilities are indicated in the Contract drawings. The Contractor shall exercise due care when excavating around utilities and shall restore any damaged utilities to the same or better condition as existed prior to starting the Work, at no cost to the Authority. The Contractor shall maintain existing utilities and other services, even if they are shown to be abandoned on the Contract drawings, in service until new facilities are installed, tested and approved for use.

6.15.3 All cut-overs of mechanical and electrical services to existing buildings and/or School Facilities shall be approved, scheduled and coordinated in advance with the relevant municipal utility and the District, and must be performed at a time convenient to the occupants of the existing building and/or School Facility so as not to unreasonably interfere with their operations.

6.15.4 The Contractor shall not shut down any service or utility without prior coordination with the relevant municipal utility, written approval of such municipal utility, and notification of the Authority, the Design Consultant and the Project School District. The Contractor shall issue written notification of any service or utility shut-down, to the Design Consultant and all authorities, utilities or agencies having jurisdiction, a minimum of 48 hours in advance. All utilities are to be connected or disconnected by a qualified and licensed professional (i.e. electrician, plumber, HVAC technician).

## 6.16 Layout and Dimensional Control

- 6.16.1 Except to the extent required in Section 3.6 herein, the Contractor shall be responsible for locating and laying out the Project, including, but not limited to, the School Facility and all of its components on the Site, in strict accordance with the Contract Documents, and shall accurately establish and maintain dimensional control on the Site. The Contractor shall employ the services of a competent and licensed New Jersey engineer or land surveyor, as appropriate, to perform all layout work on the Project. The Contractor shall furnish Submittals to the Authority including certifications of all survey and layout information collected by the Contractor and/or its engineer/land surveyor.
- 6.16.2 The Contractor is responsible for establishing all points, lines, elevations, grades and bench marks for proper control and execution of the Work. The Contractor shall establish a single permanent benchmark, to which all three coordinates of dimensional control shall be referred. The Contractor shall verify all Authority-furnished topographical and utility survey data and all other points, lines, elevations, grades and benchmarks provided by the Authority. The Contractor shall maintain and protect all monuments and control points and shall re-establish those that are lost. All Subcontractors shall have access to the monuments/control points/marks under the control of the Contractor.
- 6.16.3 Should any discrepancies be found between information provided in the Contract Documents and the actual Site conditions, the Contractor shall immediately notify the Authority in writing of such discrepancy, and shall not proceed with any Work affected until the Contractor receives receipt of written instructions from the Authority.

## 6.17 Security

- 6.17.1 The Contractor shall be responsible for preparing and submitting a Security Plan to the Authority. Within five (5) Days of receipt of the Contractor's Security Plan, the Authority will either accept or reject the Contractor's Security Plan. If the Contractor's Security Plan is rejected, the Contractor shall revise and resubmit its Security Plan to the Authority until it is accepted. Once the Contractor's Security Plan is accepted, the Authority shall monitor the Contractor's compliance with the Security Plan to ensure that the Contractor meets or exceeds the accepted Security Plan.
- 6.17.2 At a minimum, the Contractor's Security Plan shall require the Contractor to provide all fences, gates, barriers, locks, doors and security necessary to secure the School Facility and Site until Substantial Completion of the Project. In addition, the Contractor shall be responsible for the security of any stored materials and/or temporary structures that it has located on the Project Site or elsewhere. The Contractor shall provide all Site fencing,

gates, locks, security personnel, security services, and security structures and equipment required by the Contract Documents, or otherwise necessary to properly protect the Site and the Work.

- 6.17.3 All Contractor and Subcontractor personnel must sign in and out daily. Each day the Contractor shall supply to the Authority a copy of the Daily Sign-in/Sign-out sheet for the previous day's activity.
- 6.17.4 At no time will any gate, door, fence or other exterior site access be left unsecured, unguarded or temporarily barricaded.
- 6.17.5 The Contractor shall issue security identification badges to all employees, subcontractors, subcontractor employees, and other persons authorized by the Contractor to enter the Site. Such badges shall display the name and logo of the Contractor issuing the badge, as well as a photo of the individual issued the badge, and his or her name, job title and employer, and, if applicable, the name and logo of the Subcontractor or other entity employing the individual. Persons without a security identification badge shall not be permitted at or on the Project Site unless accompanied by an authorized employee of the Authority, the Design Consultant or the Contractor.
- 6.17.6 Alcohol, drugs and weapons shall not be allowed on the Site under any circumstances, and shall be cause for immediate expulsion. In addition, only those persons directly involved with the project will be allowed on the site. Anyone under the influence of alcohol or drugs will be immediately and permanently removed from the jobsite.
- 6.17.7 In no event will minors be admitted to the jobsite.
- 6.17.8 Contractor will provide safety sidewalk bridging on all public walks as required or when directed by the Authority or Design Consultant. Public safety and workers' safety shall be the Contractor's highest priority.

## 6.18 **Temporary Facilities**

- 6.18.1 The Contractor shall also provide such storage areas, staging areas, excavation borrow/spoils designated areas, commercial canteen areas, telephones, toilet facilities, and other temporary facilities, as well as employee vehicular parking areas, as are necessary to perform the Work, or as are required under the Contract Documents. The Contractor shall locate such areas to suit Project requirements, subject to acceptance of the Authority, and the Contractor shall be responsible for maintaining such facilities.

6.18.2 The Contractor shall provide such temporary electricity, water, or other utilities, and shall secure the necessary permits for such utilities, which are necessary to perform the Work. The Contractor shall also supply such temporary enclosures and heat as are necessary to perform the Work and meet the Milestone dates in the Schedule. If the Project Schedule as initially accepted or as later modified, requires the performance of Work at a time of year when supplied heat or ventilation is required to perform certain Work, then the Contractor shall provide the required heat/ventilation at its own cost with no expectation of additional compensation from the NJSDA.

## 6.19 **Photographs**

6.19.1 Within forty-eight (48) hours of the issuance of the Notice to Proceed, the Contractor shall take as many digital photographs, but in no event fewer than twenty-four (24) photographs, of the Project as necessary to record the existing conditions of the Site. The Contractor shall submit these photographs to the Design Consultant within seven (7) Days of the Notice to Proceed.

6.19.2 The Contractor shall submit with its monthly Invoice a minimum of twelve (12) digital photographs documenting in detail the progress of the Work during the prior month for which the Invoice is submitted. Each photograph shall be noted with the date and time the picture was taken, the name of the Project, description of the photograph and information identifying directional information (e.g. “looking north”).

6.19.3 Within five (5) Days of receiving a Certificate of Substantial Completion, or a Certificate of Acceptance, as applicable, the Contractor shall take a minimum of twenty-four (24) digital photographs, providing the information noted in 6.19.2 for each photograph, and a video recording, with sound that describes what is being shown, in DVD format of the Project. The video and digital photographs required by this Section 6.19.3 shall be submitted to the Design Consultant within ten (10) Days of the Contractor’s receipt of a Certificate of Substantial Completion.

6.19.4 All digital photographs submitted by the Contractor under this Section 6.19 shall be taken from locations approved by the Authority’s Project Manager or the Design Consultant and submitted to the Authority’s Project Manager and the Design Consultant in digital electronic form and two (2) sets of prints. All digital photographs submitted by the Contractor shall become the property of the Authority, and the Authority shall become the owner of any and all copyright and intellectual property rights created or existing under state or federal law in such photographs. The Authority may thereafter utilize such photographs for any purpose.

**6.20 Construction Web Camera (DELETED)**

**6.21 Repair of Finished Surfaces, Applied Finishes, Other Materials**

6.21.1 Before Substantial Completion of the Project, the Contractor shall replace all broken, scratched or otherwise damaged glass or other materials installed by it or its Subcontractors on the Project regardless of the cause of the breakage or damage. Between Substantial Completion and Final Completion, the Contractor shall replace all broken, scratched or otherwise damaged glass or other materials damaged by it or its Subcontractors on the Project.

6.21.2 The Contractor shall clean all glass on the Project on both sides at Final Completion, or when directed, removing all paint spots, stains, plaster, or other foreign material from the glass.

6.21.3 Until the Contractor achieves Substantial Completion, the Contractor shall be solely responsible for any repairs required due to any cracking, delamination, peeling or dislodging of finished surfaces such as concrete, pre-cast concrete, cast stone, natural stone, unit masonry, millwork, plaster and the like, and applied finishes such as paint and special coatings, regardless of the cause of such required repairs. Subsequent to Substantial Completion and prior to achieving Final Completion, the Contractor shall be responsible for any repairs required due to any cracking, delamination, peeling or dislodging of finished surfaces such as concrete, pre-cast concrete, cast stone, natural stone, unit masonry, millwork, plaster and applied finishes such as paint and special coatings, if the damage to the aforementioned finished surfaces results from the actions or inaction of the Contractor or its Subcontractors. The requirements of this Section 6.21.3 shall in no way relieve or reduce the Contractor's warranty requirements pursuant to the Contract Documents.

**6.22 Access, Roads and Walks**

6.22.1 The Contractor shall not obstruct any road or traffic area in connection with the Project. The Contractor shall provide, place, grade and compact all necessary materials to maintain such routes in good condition. The Contractor shall remove snow and debris as necessary to provide and maintain in serviceable condition the access roadbed as well as pedestrian ways. The Contractor shall keep adjacent streets free of any dirt coming from the Site. The Contractor shall provide all sediment control protection required by the Authority Having Jurisdiction over the Project. The entire Project Site shall be fenced in with wind screens for dust control.

6.22.2 If the Contractor seeks to use for construction purposes any existing driveways or parking areas outside the boundaries of the Project Site, the

Contractor shall obtain permission in writing from the owners of such driveways or parking areas before using. If permission is obtained, the Contractor shall maintain such driveways and areas in good condition during the construction period, and at Final Completion, shall leave them in the same condition as they were at the start of the Work.

6.22.3 The Contractor, its employees, Subcontractors and/or Subconsultants shall not park trucks or vehicles on streets adjacent to the Project Site

6.22.4 The Contractor is responsible for the sidewalks, curbs, streets and other property that may become damaged during its operations. The Contractor shall replace said property to the satisfaction of the Design Consultant, the Authority and, the adjacent affected property owner (if applicable), at its own expense.

### **6.23 Building and Site Cleanup**

6.23.1 In addition to any other requirements set forth in the Contract Documents, the Contractor shall keep the Building, Site and surrounding streets and sidewalks reasonably free from debris, trash and construction waste to allow the Contractor to perform the Work efficiently, safely and without interfering with the use of adjacent land. The Contractor shall be responsible for providing snow removal, grass maintenance and litter removal.

6.23.2 The Building and Site must be cleaned daily. All work areas and adjoining roads and walkways used by the public, must be broom swept and all debris must be removed at the end of every shift or at appropriate intervals during the workday, to the satisfaction of the Authority's Project Manager, to ensure safety and proper housekeeping to minimize risk of injury, fire, or other impacts to worker or public safety.

6.23.3 If the Contractor fails to properly and completely clean up after each shift, the next scheduled shift may be utilized by the Authority to complete cleaning prior to the Contractor being allowed to proceed with any contract scopes of work. In the event the Authority is required to retain outside cleaning services to perform the obligations of the Contractor under this Section, the Contractor will be backcharged for the full cost of such services plus the cost of supervision by the Authority, if applicable.

6.23.4 Throughout the duration of the Project, the Contractor shall sort and separate construction debris for recycling as required by USGBC LEED criteria.

6.23.5 Upon Substantial Completion of the Work, or a portion of the Work, the Contractor shall remove all debris, trash, construction waste, materials,

equipment, machinery and tools or applicable portions thereof to permit the Authority to occupy the Project or a portion of the Project for its intended use.

## 6.24 **Importation and Exportation of Fill Materials**

### 6.24.1 Importation of Fill Materials

6.24.1.1 All Imported Fill brought onto the Project Site shall be suitable for the Project from both an engineering and environmental quality perspective. The environmental quality of the Imported Fill utilized on the Project shall not negatively affect the environmental classification of the Project Site.

6.24.1.2 Only “Certified Clean Fill” shall be imported to the Project Site for use in any remedial action. In the absence of the appropriate certification in accordance with NJDEP Technical Requirements for Site Remediation (7:26E-6.4(b)2 and 3), Imported Fill to be used in a remedial action must be supported by analytical test results from a New Jersey-certified laboratory documenting that the fill has been tested and does not contain constituents of concern in excess of NJDEP Soil Remediation Standards. The Contractor shall provide to the Authority the analytical test results for all Imported Fill before such Imported Fill is brought onto the Site. The Contractor shall be responsible for the costs of any testing to satisfy the requirements of this Section 6.24.1.

6.24.1.3 Unless an alternative sampling program is approved by the Authority and deemed acceptable to NJDEP, all Imported Fill to be used for remedial actions shall be analyzed for Total Petroleum Hydrocarbons (“TPHC”) Diesel Range Organics (“DRO”), Target Contaminant List (“TCL”) volatile organic compounds (VOCS), TCL semivolatile organic compounds (“SVOCs”), TCL pesticides and herbicides, polychlorinated biphenyls (“PCBs”), Target analyte List (TAL) metals, and cyanide. A library search for tentatively identified compounds (“TICs”) shall be included with the VOC and SVOC analysis (e.g. VOC+15, SVOC+25). The Contractor shall submit laboratory test data for the proposed imported fill and/or topsoil at a frequency of one (1) representative composite sample per 500 cubic yards per each different source for the first 5,000 cubic yards and one representative composite sample for each additional 5,000 cubic yards.

6.24.1.4 Sampling of soil or fill will be in conformance with the latest versions of the Technical Requirements for Site Remediation and the NJDEP's Field Sampling Procedures Manual.

#### 6.24.2 Exportation of Fill Materials

6.24.2.1 Excess fill to be removed or exported from the Site shall be exported in a manner and disposed at a receiving site such that the environmental quality of the excess fill shall not cause the environmental classification of the destination property, if an unrestricted use, to change to a restricted use.

6.24.2.2 The Contractor shall provide testing of all excess fill to be exported from the Site, for the purpose of classifying any contaminants contained therein, and to allow for proper disposal at qualified facilities. The Contractor shall be responsible for the costs of any testing to satisfy the requirements of this Section 6.24.2.

6.24.2.3 No Impacted Materials identified on the property (including "historic fill") shall be exported for reuse, unless the reuse destination is permitted by law to accept these materials.

6.24.2.4 Prior to exportation of fill from the Project Site, the Contractor shall (1) provide the Design Consultant (or its authorized engineer) with the name and address of the fill destination; and (2) provide the Design Consultant (or its authorized engineer) with documentation affirming that the destination property is permitted to accept the fill; and (3) provide a letter from the receiving facility that they agree to accept the material.

6.24.2.5 Upon exportation of fill from the Project Site, the General Contractor shall provide copies of properly executed manifests to the design consultant (or its authorized engineer) and the Authority.

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

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

## 7.0 SUBCONTRACTORS

7.1 **General.** In the event the Contractor hires, employs or otherwise engages Subcontractors, the Contractor shall be considered the sole point of contact with

regard to all matters relating to the Contract. All communication between Subcontractors and the Authority shall pass through the Contractor. All subcontracts must be memorialized in a writing signed by a representative of the Contractor and the Subcontractor, and the terms of each such subcontract must be clearly specified therein. Upon request of the Authority, the Contractor shall immediately produce the original written Subcontract.

7.2 **Approval by the Authority.** The Contractor must: (i) when required under Section 7.4 below, select only Subcontractors that have been pre-qualified by the Authority, and (ii) in all cases, obtain the consent of the Authority, as detailed in Section 7.3 below, prior to the engagement of any Subcontractors.

7.2.1 The Contractor will not be permitted to subcontract to entities or individuals suspended or debarred by the State of New Jersey, or to entities or individuals that are otherwise not eligible to perform as Subcontractors on the Project pursuant to regulation, the Authority procedures or the requirements of the Contract Documents.

7.2.2 The Contractor shall list in its bid proposal all Subcontractors required by statute or Authority regulation to be named, or as otherwise required to be named by the terms of the Authority's RFP for the Project.

7.3 **Approval of Subcontractors.** As soon as a potential Subcontractor has been identified by the Contractor, but in no event less than twenty (20) Days prior to the scheduled commencement of work by such Subcontractor, the Contractor shall notify the Authority in writing, using the Forms and Procedures approved by SDA, of the name and address of such Subcontractor and shall request that the Authority approve such Subcontractor. The Authority shall respond to the Contractor's request within fourteen (14) Days of submission, and shall approve or reject the named Subcontractor.

7.3.1 If the Authority rejects a Subcontractor submitted by Contractor, the Authority shall notify the Contractor as to the grounds on which such rejection is based. Contractor shall submit a new Subcontractor for approval. In no event shall a Subcontractor commence work on the Project prior to approval by the Authority.

7.4 **Pre-Qualification of Subcontractors.** The Contractor shall comply with the Authority's regulations and standards for the prequalification of Subcontractors for certain types of Work on the Project. For that type or quantity of work for which prequalification is generally required by the Authority, the Contractor shall only employ Subcontractors who are pre-qualified by the Authority to perform such Work.

7.5 **Responsibility for Subcontractors.**

7.5.1 The Contractor shall be responsible for all Work performed by its Subcontractors and any acts and omissions in connection with such performance. It is expressly understood by the Contractor that the consent of the Authority to the subcontracting of any Work under the Contract Documents shall not relieve the Contractor from performing its obligations under the Contract Documents. Consent by the Authority to any subcontracting of any part of the Work shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as consent to the engagement by the Contractor of a particular Subcontractor. The Contractor shall coordinate the activities of all Subcontractors.

7.5.2 Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the Authority and any Subcontractor, including any third-party beneficiary rights.

7.6 **Payments to Subcontractors.** The Contractor shall comply with the provisions of N.J.S.A. 2A:30A-2, concerning the prompt payment of Subcontractors.

7.7 **Substitution of Subcontractors.**

The Contractor shall make no substitution of any subcontractor previously approved by the Authority 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 contractor no less than twenty (20) days prior to the initiation of work by the Subcontractor

## **8.0 CHANGES IN THE WORK**

### **8.1 General**

8.1.1 The Authority reserves the right to make such alterations, deviations, additions to, or omissions from the Work as it deems necessary for the satisfactory completion of the Project. Such increases, decreases, alterations or omissions shall not invalidate the Contract or release the Contractor's surety.

8.1.2 Changes in the Work may only be accomplished by Change Order or Construction Change Directive consistent with the procedures and requirements set forth in this Section 8. Submission or review of a Submittal or RFI does not constitute a Change in the Work. Any work or services performed or undertaken by the Contractor that differ from, or are in addition to, the Work defined in the Contract, shall be performed at the Contractor's own financial risk, unless such additional or different work constituting a Change in the Work is specified in an executed and approved Change Order or Construction Change Directive.

### **8.2 Change Orders**

- 8.2.1 A Change Order shall not be effective for any purpose unless appropriately executed by the Authority (consistent with the requirements of the Authority's Operating Authority) and the Contractor.
- 8.2.2 A Change Order may be executed by the Contractor and the Authority for the purpose of (a) modifying the scope of the Work; (b) revising the Contract Time; (c) adjusting the Contract Price to reflect changes in the scope of the Work (if the Project was bid on a lump sum basis); or (d) revising other terms and conditions of the Contract Documents.
- 8.2.3 All changes to the scope of the Work authorized by Change Order shall be performed pursuant to the terms of a Change Order, including, but not limited to, any drawings or Specifications provided as part of the Change Order.

### **8.3 Contract Change Requests and Proposal Requests**

- 8.3.1 Contractor-Initiated Contract Changes. The Contractor may initiate a Change in the Contract by issuing a Contract Change Request. The Contractor shall notify the Authority in writing of an event necessitating a Change in the Work by issuing a Contract Change Request within three (3) Days of encountering a condition, event or occurrence that allegedly causes or necessitates a Change in the Work. Contract Change Requests may be issued by the Contractor, and if approved, a Change Order will be issued accordingly. A Contract Change Request does not authorize the Contractor to perform the change to the Work requested, but may trigger the issuance of either a Change Order or a Construction Change Directive by the Authority.
- 8.3.2 The Request shall include a complete explanation of the relevant circumstances, and provide a detailed description of the support for any adjustment to the Contract Price (if a lump-sum contract) or Contract Time that Contractor is claiming for the Change in the Work. Requests for adjustments to Contract Time shall conform to the requirements of Sections 8.3.5 and 8.4 of these General Conditions.
- 8.3.3 Authority-Initiated Contract Changes and Proposal Requests. The Authority may initiate changes in the Contract by appropriately issuing a Construction Change Directive or by issuing a Proposal Request that identifies a Change in the Work, and requests a proposed price (if the contract was bid on a lump-sum basis), and other information, from the Contractor for the Work identified in the Proposal Request. Upon receipt of a Proposal Request from the Authority, the Contractor shall review the Proposal Request, and within three (3) Days of receipt of the Proposal Request shall prepare a Proposal identifying in writing any adjustment to the Contract Price or Contract Time that the Contractor claims is

necessitated by the proposed Change in the Work, and providing adequate support for any such adjustments to Contract Price (if lump-sum) or Contract Time. The Contractor's Requests for adjustments to Contract Time shall conform to the requirements of Sections 8.3.5 and 8.5 of these General Conditions.

- 8.3.4 All requests for adjustment to the Contract Time or Contract Price shall contain a written representation by the Contractor that the requested adjustments include all known and anticipated delay impacts or costs, including all direct, indirect and consequential damages which may be incurred as a result of the Change in the Work.
- 8.3.5 All requests for adjustment to the Contract Time shall be accompanied by copies of both the current accepted Project Schedule (i.e., most current, accepted Schedule update) and a proposed revision to that Schedule incorporating the changed Work and the effect the Change in the Work is expected to have on the Schedule. Failure to provide the required Schedule data shall be grounds for rejection of the Contract Change Request.
- 8.3.6 Following the submission of a Proposal or Contract Change Request by the Contractor, or receipt of a Proposal Request from the Authority, the Contractor shall diligently continue performance of all other Work in accordance with the Contract Documents, unless otherwise directed by the Authority.

#### **8.4 Calculation of Adjustments to the Contract Price for Lump-Sum Contracts**

- 8.4.1 In the event that the Authority issues a Change Order including an adjustment to the Contract Price, the Authority shall be the sole arbiter as to whether the Contract Price shall be adjusted on a lump sum or time and materials basis.
- 8.4.2 The Authority may request a lump-sum cost proposal for a proposed Change in the Work. Within five (5) Days of such a request by the Authority, the Contractor shall submit a lump sum cost proposal for the Change in the Work. The Contractor's proposal shall itemize the labor and material costs for the various components of the Change in the Work, shall conform to the instructions regarding the pricing of additive and deductive changes set forth in Section 1080 of the Specifications, and shall be accompanied by the signed proposals of all Subcontractors who will perform any portion of the Change in the Work and of all suppliers who will furnish materials or equipment for incorporation therein.
  - 8.4.2.1 The cost of any increase in the Contractor's bond premium and insurance costs caused by a Change in the Work shall be

considered a direct cost and is to be added to the Contractor's proposal after overhead and profit have been calculated. In instances where bond premium and insurance costs are a calculated percentage, the percentage shall be applied to the cost of the Work excluding any overhead or profit. Proof of any increase in insurance or bonding cost shall be provided upon request, and may be evidenced by correspondence from the Contractor's surety and/or insurance provider or broker confirming the increase.

8.4.2.2 Contractor may include in its lump sum proposal a markup no greater than ten percent (10%) for overhead and five percent (5%) for profit for work related to the Change in the Work performed by its own workforce. Where the Work is performed by a Subcontractor, the Contractor may include a five percent (5%) markup for Subcontractor work performed, except that the Contractor's markup on materials procured by a subcontractor may not exceed \$5,000 over the amount of the subcontractor's cost to procure the materials.

8.4.3 In the event that the Contractor fails to submit its lump sum proposal within the designated time, or in response to other circumstances, the Authority may issue a Construction Change Directive and order the Contractor to proceed with the Change in the Work.

8.4.4 In the event that the Contractor and the Authority are unable to agree as to the reasonable cost and time to perform the Change in the Work based upon the Contractor's lump sum proposal, the Authority may elect to have the Contractor perform the work on a time and materials basis.

8.4.4.1 In the event that the Authority elects to have the Change in the Work performed on a time and materials basis, the Authority shall issue a Construction Change Directive, which shall be binding on the Contractor.

8.4.4.2 In the event that the Authority elects to have the Change in the Work performed on a time and materials basis, the same shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors, at actual cost to the entity performing the Change in the Work, calculated in accordance with the instructions regarding the pricing of additive and deductive changes set forth in Section 1080 of the Specifications. The Contractor shall submit to the Authority daily time and materials tickets, including the location and description of the Change in the Work, the names and classification of labor employed, the materials used, the equipment rented, not including tools, and such other evidence of cost as the Authority may require.

8.4.5 Failure of the Parties to reach agreement regarding the cost and time of performing the Change in the Work and/or any objection by the Contractor as to the terms of a Change Order shall not relieve the Contractor of its obligation to perform the Work identified in a Change Order or Construction Change Directive promptly and expeditiously.

8.4.6 The Authority reserves the right to reject the Contractor's proposal for an adjustment in the Contract Price and to elect to perform the Change in the Work using its own forces or those of a separate contractor.

## **8.5 Force Majeure and Other Changes Warranting an Adjustment in the Contract Time**

8.5.1 If the Contractor is delayed in completion of the Work by a Force Majeure Event as defined in Section 1.35, the Contract Time may be extended upon request by the Contractor to the Authority.

8.5.1.1 The Contractor shall not be entitled to an extension of the Contract Time for a weather-related delay unless it demonstrates that the weather conditions during the relevant time period were particularly severe as compared to the normal weather conditions at the Site during that time of year, and that these unusually severe weather conditions adversely impacted the Project's critical path, as defined in the most current, accepted Project Schedule.

8.5.1.2 If unusually severe or abnormal weather conditions are shown to have affected the Project's critical path, a non-compensable extension to the Contract Time may be granted. Under no circumstances will the Contractor be entitled to a compensable delay due to weather-related delays.

8.5.2 No request for an extension of the Contract Time will be granted unless the Contractor makes a written request for an extension of time to the Authority within seven (7) Days of the event that causes the delay. The request shall include the nature of the delay, the commencement date of the delay, activities on the Project Schedule affected by the delay depicted in a separate Schedule, and recommended action to minimize the delay. In no event will an extension of time be granted where it is determined that the Contractor could have avoided the circumstances that caused the request for the extension.

8.5.3 The Contractor shall be fully compensated by an extension of the Contract Time for any Force Majeure delays, and shall make no claim for damages or additional compensation for any delay in, or hindrance to, its performance of the Work occasioned by any reason enumerated in this Article, or any act or omission by the Authority or any of its

representatives, unless the delay or hindrance is caused by the negligence, bad faith, active interference or other tortious conduct of the Authority or its employees. 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 Section 13.2 of this Agreement and Section 1080 of the Specifications.

- 8.5.4 The burden of proof for substantiating a request for an extension of Contract Time shall be on the Contractor, and shall include evidence that the cause was beyond the control of the Contractor, and was without fault or negligence of the Contractor, as well as any other justification and supporting evidence that the Authority requires to evaluate the Contractor's request.

## **8.6 Claims for Indirect Costs**

The Contractor shall not be entitled to any amount for indirect costs, consequential damages or expenses, including labor inefficiency, wage, material or other escalations beyond the lump sum, unit price or time and materials calculations provided for in this Section 8.0 and in Section 1080 of the Specifications, regardless of any delays, interference, suspensions, changes in sequence or the like, for whatever cause, whether reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable, arising from the performance of any and all Changes in the Work performed pursuant to this Section 8.0. It is understood and agreed that the Contractor's sole and exclusive remedy in the event of a Change in the Work shall be the recovery of its direct costs and an extension of the Contract Time, as per the requirements of this Section 8.0. In no case shall the Contractor be entitled to damages or compensation for lost profit or lost opportunity; compensation for extended, unabsorbed or under-absorbed home office overhead or damages calculated under the Eichleay formula or under any other formula used by the Contractor to calculate damages for lost profit or lost opportunity, or extended, unabsorbed or under-absorbed home office overhead; or any other kind of consequential or indirect cost or damage as a result of any claim for delay or Change in the Work under Article 8.

## **8.7 Differing Site Conditions**

- 8.7.1 Differing Site Conditions shall be defined herein as concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents, or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in work of the character and in the location of the Project Site. If the Contractor encounters a Differing Site Condition, the Contractor may be entitled to an adjustment in the Contract Price (if the Project was bid on a lump-sum basis) and/or the Contract Time to the extent the Contractor's costs and/or time of performance are adversely impacted by the Differing Site Condition. Any request for adjustment in the Contract Time or Contract Price as a result of

a Differing Site Condition shall comply with the requirements of this Article 8.

8.7.2 Upon encountering a Differing Site Condition, the Contractor shall provide prompt written notice to the Authority of such condition, which notice shall not be later than seven (7) Days after such condition has been encountered and before the Differing Site Condition has been substantially disturbed or altered. The Contractor waives any right to an adjustment in the Contract Time or the Contract Price for a Differing Site Condition unless the Contractor provides timely written notice as required under this Section.

## **8.8 Hazardous or Contaminated Materials**

Should the Contractor discover previously undetected or suspected asbestos, contaminated soils, radon, lead, PCBs or other hazardous or contaminated material, the Contractor shall report its findings immediately to the Authority. During any remedial action undertaken by the Authority or any other Party, the Contractor may be required to cease working on the Project, if so directed by the Authority. If the Contractor is required to cease performance of Work due to the discovery of hazardous or contaminated materials, such Work stoppage shall be deemed a suspension governed by Section 10.1. The Contractor will resume Work at the direction of the Authority and the terms and conditions of the Contract Documents shall remain in full force and effect.

## **9.0 BONDS AND INSURANCE**

### **9.1 Performance and Payment Bonds**

9.1.1 The Contractor shall furnish within five (5) Days of receipt of the Notice of Award both a performance bond and a payment bond, each in a form satisfactory to the Authority, in an amount equal to one-hundred percent (100%) of the Contract Price, guaranteeing the timely performance of all obligations of the Contractor under the Contract Documents. No contract shall be executed by the Authority unless and until the required bonds are submitted and accepted by the Authority.

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

9.1.3 The bonds shall cover all guarantees and warranties required by the Contract Documents, and all alterations, extensions of Contract Time, Changes in the Work and other changes authorized by the Contract Documents, without the need to secure the consent of the surety or sureties.

9.1.4 The bonds must be legally effective as of the date the Contract is executed. Each bond must indicate the Contractor's name exactly as it appears in the

Contract. Current attorney-in-fact instruments and financial statements of the surety must be included for each bond. An authorized officer or agent of the surety must execute the bonds. All bonds and the sureties that write them must conform in all respects to the requirements of applicable State law.

## 9.2 **Contractor/Subcontractor Insurance and Authority's Owner Controlled Insurance Program Coverage**

- 9.2.1 NJSDA School Facilities Projects Owner Controlled Insurance Program Coverage Provided. 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 9.2, addressing the OCIP and Contractor/Subcontractor insurance requirements, shall apply to the term of this Contract. 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 On-Site General Liability, On-Site Employer's Liability and Workers' Compensation, Builders Risk and On-Site Excess Liability. 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 9.3 below. The Authority shall pay all premiums associated with the OCIP, including deductibles or self-insured retention, unless otherwise provided in the Contract Documents.
- 9.2.2 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 9.2.18 below.
- 9.2.3 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.
- 9.2.4 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.

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

9.2.5.1 Coverage of the Contractor. Builder's Risk coverage of the Contractor shall extend to and terminate upon the occurrence of Substantial Completion of the School Facilities Project, as such is defined in Article 1. On-Site Workers' Compensation, General Liability, Umbrella/Excess Liability coverage of the Contractor shall extend to and terminate upon the occurrence of Final Acceptance and Completion, as defined in Article 1.

9.2.5.2 Coverage of Subcontractors. On-site Workers' Compensation, 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 School Facilities Project, as such is defined in Article 1, or (ii) the completion of such subcontractor's work at the School Facilities Project, as such is defined in Article 1, or (ii) the completion of such subcontractor's work at the School Facilities Project. Builder's Risk coverage provided to any subcontractor shall extend to and terminate upon the earlier of: (i) the occurrence of Substantial Completion of the School Facilities Project, as such is defined in Article 1, or (ii) the completion of such subcontractor's work at the School Facilities Project.

9.2.5.3 Warranty Work Exclusion. The Contractor and any subcontractor of any tier shall be ineligible for participation in the OCIP and thus shall be responsible for purchasing and maintaining its own insurance coverage in accordance with Section 9.3.2 below for the performance, after Substantial 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.

9.2.6 Authority's Right to Terminate OCIP Coverage.

9.2.6.1 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.

9.2.6.2 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 11, 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.

9.2.7 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.

9.2.8 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.

9.2.9 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 and its Subcontractors agree to be bound by the terms of coverage as contained in such insurance policies.

9.2.10 Workers' Compensation and Employer's Liability Insurance shall be provided for Contractor and subcontractor employees working on site, in accordance with applicable state laws. Separate policies will be provided reflecting the following Limits of Liability:

9.2.10.1 Workers' Compensation: Applicable State Statutory Benefits

9.2.10.2 Employers' Liability:

\$1,000,000 Bodily Injury- Each Accident  
\$1,000,000 Bodily Injury By Disease-Policy Limit  
\$1,000,000 Bodily Injury by Disease-Each Employee

9.2.11 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 eligible 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

9.2.12 Commercial General Liability Insurance coverage and terms shall include, but shall not be limited to, the following:

(a) Occurrence Basis;  
(b) Products/Completed Operations Extension (the Aggregate will apply per Region to all completed projects for a Ten year Term with no annual reinstatement);  
(c) Contractual Liability to cover liability assumed under the agreement;  
(d) Independent Contractor's Liability;  
(e) Personal Injury;  
(f) Explosion, Collapse, and Underground (X,C,U) exclusions deleted; and  
(g) Designated Premises Only.

9.2.13 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:

\$200,000,000 Per Occurrence  
\$200,000,000 Annual statewide aggregate

9.2.14 Builders' Risk Insurance shall provide "All-Risk" coverage on a replacement cost basis. This insurance will include the interests of the

Authority, Contractor, and all tiers of eligible enrolled Subcontractors providing direct labor on a School Facilities Project,

Limit: \$200,000,000

- 9.2.15 Exclusions: The Builder's Risk shall not provide coverage against loss by theft or disappearance of any materials (unless the materials are to be incorporated into the School Facilities Project), tools or equipment of the Contractor or any tier of Subcontractor, or any other person furnishing labor or materials for the Project. The Contractor agrees to indemnify, defend, and hold the Authority and its officers, agents, and employees harmless from any such loss, theft, or disappearance.
- 9.2.16 Insurance Certificates and Policies. Each enrolled Contractor and all tiers of enrolled subcontractors shall receive Certificates of Insurance evidencing Workers' Compensation, 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 enrolled subcontractors shall be bound by the terms of coverage as contained in such insurance certificates and/or policies.
- 9.2.17 Contractor and Subcontractor OCIP Responsibilities. The Contractor and enrolled 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 shall not be limited to, the following:
- (a) Ensuring that no enrolled subcontractor shall commence Work at the Project Site until it has received prior approval from the RMU.
  - (b) Compliance with all applicable safety program, administrative, and claims procedures, as outlined in the respective manuals.
  - (c) Promptly providing necessary contract, operations, safety, and insurance information.
  - (d) Promptly responding to RMU or insurance company requests for claims, payroll, or other information.
  - (e) Attending periodic meetings regarding administration, claims review, or safety.
  - (f) Completing all OCIP forms required by the RMU or applicable manual.

9.2.18 Supplemental Insurance Requirements of Contractor and Subcontractors. As provided in Section 9.2.2, notwithstanding enrollment in the OCIP, the Contractor and its 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-XII" 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 9.2.18, "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.

9.2.18.1 Off-Site/On-Site Business Automobile Liability: Business Automobile Liability Insurance covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than \$1,000,000 combined single limit each accident. The policy shall name the Authority. Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for covered autos endorsement, CA9948.

9.2.18.2 Off-Site Workers' Compensation and Employer's Liability: Workers' Compensation Insurance in accordance with the laws of the State of New Jersey and any other state or federal jurisdiction as is required to protect the employees of the Contractor or any subcontractor to be engaged in the performance of work at an Off-Site location. 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

9.2.18.3 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 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 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 School Facilities Project, or, if the policy includes the School Facilities 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.

9.2.18.4 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

9.2.18.5 Right to Remedy. If the Contractor fails to provide insurance as required in this Section 9.2.18, 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.

9.2.18.6 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 9.2.18.

9.2.18.7 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.

#### 9.2.19 Subcontractors Ineligible for OCIP.

9.2.19.1 Types of Ineligible Subcontractors. Subcontractors of the types set forth below, or that solely provide the types of work or services enumerated below, shall not be eligible for enrollment in the OCIP (hereinafter cited as “Ineligible Subcontractors”). The Authority

may, at its sole discretion, exclude other types of subcontractors from enrollment in the OCIP. The following shall be Ineligible Subcontractors:

- (a) 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 School Facilities Project where delivery of materials is the only scope of work performed);
- (g) Other temporary project services;
- (h) Demolition;
- (i) Lead, asbestos, & hazardous materials abatement;
- (j) Off-site fabricators; and
- (l) Material Dealers.

9.2.19.2 Insurance Requirements of Ineligible Subcontractors. Unless otherwise directed by the Authority, the Contractor shall require all Ineligible Subcontractors to purchase and maintain at their own expense the insurance coverages set forth below. Prior to permitting an Ineligible Subcontractor to perform any work, the Contractor must furnish the RMU with certificates of insurance together with declaration pages, in forms satisfactory to the Authority, showing that the Ineligible Subcontractor has complied 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-VII" or better A.M. Best Company. All of the policies of insurance required to be purchased and maintained and the certificates, declaration pages, or other evidence thereof shall contain a provision or endorsement that the coverage afforded is not to be canceled, materially changed, or renewal refused until at least thirty (3) days prior to written notice has been given to the Authority by certified mail. The coverages enumerated below shall protect the Contractor, the Authority, the New Jersey Economic Development Authority, the New Jersey Department of Education, the State, the Project Management Firm, the Design Consultant, and the Client School District, and their respective directors, officers, members, employees and the agents against any claims of or relating to personal and bodily injury (including death) to persons or damage to property which may arise from or in connection with the performance of the Work (whether performed On-Site or Off-site) by the Ineligible Subcontractor, its

employees, officers, agents, subcontractors or other individuals or entities for whom the Ineligible Subcontractor may be contractually or legally responsible while performing Work. The required coverages are as follows:

- 9.2.19.3 Commercial General Liability. Commercial General Liability insurance is to be written as broad as the standard coverage form currently in use in the State of New Jersey, and shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include coverage for contractual liability, products, completed operations and any explosion, collapse and underground (X,C,U) operations. Limits of liability shall not be less than \$5,000,000 combined single limit with excess or umbrella coverage with the same terms and conditions as the underlying coverage in an amount such that the primary and excess/umbrella coverage equals \$5,000,000.
- 9.2.19.4 Off-Site/On-Site Asbestos, Lead, and Hazardous Material Abatement, Transportation and/or Disposal: Where applicable to the School Facilities Project, Contractors Pollution Liability with minimum limits of \$5,000,000 per occurrence and \$5,000,000 aggregate for all operations conducted
- 9.2.19.5 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 indemnify, defend, and hold the Authority and its officers, agents, and employees harmless from any such loss, theft or disappearance.
- 9.2.19.6 Business Automobile Liability. The Contractor shall carry Business Automobile Liability Insurance covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than \$1,000,000 combined single limit each accident.
- 9.2.19.7 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 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:

Bodily Injury by Accident \$500,000 each accident  
Bodily Injury by Disease \$500,000 each employee  
Bodily Injury by Disease \$500,000 policy limit

9.2.19.8 Endorsements and Waivers. The Commercial General Liability Policy, Automobile Liability Policy 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 New Jersey Economic Development Authority, the New Jersey Department of Education, the State of New Jersey, the Construction Manager (if applicable), the Design Consultant, and the Project School District, 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 Subcontractor's insurance shall be primary insurance with respect to the Contractor, the Authority, the New Jersey Economic Development Authority, the New Jersey Department of Education, the State of New Jersey, the Construction Manager (if applicable), the 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 School Facilities Project site. Any insurance or self-insurance maintained by the Authority, the State of New Jersey or the Project School District, and their respective directors, officers, members, employees and agents, shall be excess of the Ineligible Subcontractor's insurance, and shall not contribute to it.
- (c) Any failure on the part of the Ineligible 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 New Jersey Economic Development Authority, the New Jersey Department of Education, the State of New Jersey, the Project School District, 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 insurer's liability.

- 9.2.19.9 Disclaimer. Ineligible Subcontractors shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of insurer's liability.
- 9.2.19.10 No Recourse. There shall be no recourse against the Authority, the State of New Jersey or the Project School District for payment of premium or other amounts with respect to the insurance required of Ineligible Subcontractors hereunder.
- 9.2.19.11 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 price shall be reduced by the amount paid for such insurance.

## **10.0 SUSPENSION OF THE WORK**

### **10.1 Suspension of the Work for the Authority's Convenience**

- 10.1.1 The Authority shall have the right to defer the Commencement Date or to suspend the whole, or any part, of the Work required under the Contract Documents whenever, in the sole discretion of the Authority, it is necessary or expedient for the Authority to do so. The Authority shall by notice to the Contractor suspend performance of the Work and upon receipt of such notice, unless otherwise directed in writing by the Authority, the Contractor shall immediately discontinue all Work, except as necessary to properly secure the Project.
- 10.1.2 In the event of a suspension by the Authority pursuant to this Section, the Contractor shall be entitled to an extension of the Contract Time equivalent to the duration of the suspension, and Compensation, if any, shall be determined as follows:
  - 10.1.2.1 If the Authority determines that the Work has been suspended for a period cumulatively totaling less than forty-five (45) Days, or if the Project was procured on a time-and-materials basis, there shall be no additional compensation paid to the Contractor.
  - 10.1.2.2 If the Authority determines that the Work has been suspended for a period cumulatively totaling forty-five (45) Days or more on a project procured on a lump-sum basis, and if the Authority determines that the suspension has resulted from no fault of the Contractor, the Parties may amend the Contract Documents to

provide an adjustment to the Contract Price (if lump sum) in an amount deemed proper by the Authority and the Contractor after a review of the Contractor's submissions relating to the increased costs actually incurred by the Contractor as a direct result of the suspension. No such adjustment to the Contract Price will change any of the other terms of the Contract Documents. In no case shall the Contractor be entitled to damages or compensation for lost profit or lost opportunity; compensation for extended, unabsorbed or under-absorbed home office overhead or damages calculated under the Eichleay formula or under any other formula used by the Contractor to calculate damages for lost profit or lost opportunity, or extended, unabsorbed or under-absorbed home office overhead; or any other kind of consequential or indirect cost or damage as a result of any suspension.

10.1.2.3 When the Authority has determined that a suspension is the fault of the Contractor, the Authority may, in its sole discretion, suspend all payments to the Contractor. Payment may be reinstated by the Authority upon completion of any appropriate corrective action or upon completion of the Work in accordance with the other provisions of the Contract Documents. Alternatively, the Authority may terminate the Contract or carry out the Work pursuant to Section 11.0.

## **10.2 Suspension of the Work for the Contractor's Failure to Comply with the Contract Documents**

The Authority may suspend the Work, in whole or in part, for such period as the Authority deems necessary if the Contractor fails to carry out orders given by the Authority or to comply with any requirements of the Contract Documents. The Contractor shall promptly comply with the written order of the Authority to suspend the Work in whole or in part. The suspended Work shall resume when appropriate corrective action, as approved by the Authority, has been taken by the Contractor. The Contractor shall not be entitled to an adjustment in the Contract Price or the Contract Time if the Work is suspended pursuant to this Section 10.2.

## **10.3 Requirement to Secure the Site Upon Suspension of the Work**

In the event that a suspension of Work is ordered under this Section 10.0, the Contractor shall perform all Work necessary to ensure the safety of the public, the Authority, the employees and guests of the Project School District, and to secure all of the completed and partially completed Work.

## **11.0 DEFAULT AND TERMINATION**

### **11.1 Events of Default**

11.1.1 The Contractor shall be in default under this Agreement upon the occurrence of any one or more of the following events or conditions (“Events of Default”), following notice and opportunity to cure (if applicable), as specified in Section 11.1.2

- (a) The Contractor fails to either (i) promptly begin the Work under the Contract Documents, or (ii) prosecute the Work in accordance with the Project Schedule;
- (b) The Contractor fails to perform the Work in accordance with the Contract Documents;
- (c) The Contractor refuses to remove and replace rejected materials or nonconforming, defective or unacceptable Work;
- (d) The Contractor fails to resume performance of Work which has been suspended or stopped within a reasonable time after receipt of notice from the Authority to resume Work after a suspension or stoppage;
- (e) The Contractor disregards or otherwise fails to comply with any applicable Legal Requirements;
- (f) The Contractor refuses or otherwise fails to properly staff the Project;
- (g) The Contractor fails, absent a valid dispute, to make payments to Subcontractors for materials, labor or services in accordance with the respective agreements between the Contractor and its Subcontractors;
- (h) The Contractor fails to maintain or produce any Documents or other records required by the Contract Documents to be so maintained or produced;
- (i) The Contractor fails to cooperate with the Authority where such cooperation is deemed necessary by the Authority for the implementation of the Contract Documents;
- (j) The Contractor fails to obtain and properly maintain the level of insurance coverages outlined in the Contract Documents;
- (k) The Contractor fails to obtain and properly maintain the level of bonding outlined in the Contract Documents;

- (l) The Contractor assigns or transfers its obligations, privileges or rights under the Contract Documents without the prior, written consent of the Authority;
- (m) The Contractor fails to comply with requirements of the Contract Documents regarding prevailing wage payments, equal employment opportunity or affirmative action requirements;
- (n) The Contractor makes any misrepresentation or conceals any material fact;
- (o) The Contractor commences or has commenced against it any action under the United States Bankruptcy Code or any State or Federal insolvency law, the commencement of which, in the Authority's judgment, may effectively impair the ability of the Contractor to perform its obligations under the Contract Documents;
- (p) The Contractor fails to discharge or obtain a stay of any judgment or order for the payment of money arising out of the prosecution of the Work (provided that for purposes hereof, posting of a bond in the amount of 124% of such judgment or order shall be deemed an effective stay);
- (q) The Contractor fails to perform Work as required under the Contract Documents;
- (r) The Contractor fails to comply with a Directive or a Contract Change Directive from the Authority; or
- (s) The Contractor violates or breaches the Contract Documents or any material provision or term thereof.

11.1.2 The Authority shall provide the Contractor and its surety with written notice of the Contractor's default ("Notice of Default"). For all such Events of Default except those contained in subsections 11.1.1 (n) and 11.1.1 (o) (and any such default that by its nature cannot be cured), the Contractor may, within seven (7) Days of receipt of the Notice of Default, commence correction of such default, neglect or violation, with diligence and promptness, fully curing the same within the time prescribed by the Authority, if any, within the Notice of Default. If the Contractor's default is capable of cure, but by its nature, cannot be cured within seven (7) Days, such additional period of time shall be allowed as may reasonably be necessary to cure the default, provided that the Contractor or its surety commences such cure within such seven (7) Day period and thereafter diligently prosecutes such through completion. Failure of the Contractor

to commence correction of its default, neglect or violation within seven (7) Days of receipt of the Notice of Default, or to cure the same within the time prescribed by the Authority, shall allow the Authority to issue a Notice for Termination for Cause as per Section 11.2 of this Agreement.

## **11.2 Termination for Cause**

- 11.2.1 If any default described in Section 11.1 above is not subject to cure or is not cured within the period specified in 11.1.2, the Authority may terminate the Contract for cause. Any such Termination for Cause shall be effected by delivery of a "Notice of Termination for Cause" to the Contractor and its Surety specifying the extent to which the Work under the Contract is terminated and the date upon which such termination becomes effective.
- 11.2.2 Upon Termination for Cause by the Authority pursuant to this Section, the Authority may, without prejudice to any other rights or remedies of the Authority, complete the Work that was required to be performed by the Contractor by whatever methods the Authority may deem appropriate.
- 11.2.3 In the event the Contract is terminated for cause pursuant to this Section, the Authority reserves the right not to make any further payments to the Contractor and may require the Contractor to repay all or a portion of the monies already paid. The Contractor or its surety, at their own expense, shall be obligated to take any steps necessary to enable the Authority to complete the Work itself, or for the Authority to engage the surety or another contractor to complete the Work. Such steps may include, but are not limited to, the prompt delivery to the Authority of all Submittals, Documents and Work Product identified herein and/or related to the Project.
- 11.2.4 Materials obtained by the Contractor for the Project that have not yet been incorporated into the Work, or paid for by the Authority, may, at the option of the Authority, be purchased from the Contractor at the Contractor's actual cost and delivered to a prescribed location or otherwise disposed of as mutually agreed. Upon Authority's request to purchase such materials, the Contractor shall assure that such materials are protected as per the requirements of Section 6.12.4.
- 11.2.5 In the event the Contractor is terminated for cause pursuant to this Section, the Contractor shall take the steps necessary to secure and protect the completed and partially-completed Work and materials and equipment, whether or not such materials and equipment are incorporated into the Work and whether or not such materials and equipment are on the Project Site or stored off-site. The Contractor and its Surety shall be liable for all costs incurred by the Authority as a result of the Contractor's failure to

adequately secure and protect the Work, materials and/or equipment after receiving a Notice of Termination for Cause.

- 11.2.6 All costs and charges incurred by the Authority in completing the Work will be deducted from any monies due or that may become due to the Contractor and the Surety. If the payments then or thereafter due the Contractor and the Surety are not sufficient to cover the Authority's cost to complete the Work itself or to engage another contractor to complete the Work, the Contractor and the Surety shall pay the difference to the Authority upon demand.
- 11.2.7 The Contractor and the Surety shall not be relieved of liability for Liquidated Damages on account of any action taken by the Authority under this Section 11.2.
- 11.2.8 The rights and remedies of the Authority under this Article are in addition to any other rights and remedies provided by law or equity or provided under the Contract or the Performance or Payment Bonds.
- 11.2.9 If the Authority's Termination for Cause pursuant to the provisions of this Section 11.2 is found by a court of competent jurisdiction to have been unjustified, the Contract will be treated as if it was terminated for convenience and the Contractor shall be compensated in accordance with the provisions of Section 11.3.
- 11.2.10 No action by the Authority pursuant to this Section shall operate to waive or release any claims that the Authority may have against the Contractor or the Surety under the Contract Documents.

### **11.3 Termination for Convenience of the Authority**

- 11.3.1 Performance by the Contractor of its obligations under the Contract Documents may be terminated by the Authority in whole or in part, whenever the Authority, in its sole discretion, determines that such termination is in its best interest. Such a termination shall be called a "Termination for Convenience."
- 11.3.2 Any such Termination for Convenience shall be effected by delivery of a "Notice of Termination for Convenience" specifying the extent to which the Work under the Contract is terminated and the date upon which such termination becomes effective.
- 11.3.3 Upon receipt of a Notice of Termination for Convenience, the Contractor shall complete all Work necessary to ensure the safety of the public, the Authority, employees and guests of the Project School District, and such Work as is necessary to properly secure and protect the completed and

partially-completed Work and materials and equipment, whether or not such materials and equipment are incorporated into the Work and whether or not such materials and equipment are on the Project Site or stored off-site. The Contractor shall also perform all other Work requested by the Authority in the Notice of Termination for Convenience, which may include items of work not in the original Contract. The Contractor and its Surety shall be liable for all costs incurred by the Authority as a result of the Contractor's failure to adequately secure and protect the Work, materials and/or equipment after receiving a Notice of Termination for Convenience.

11.3.4 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.

11.3.5 Upon such Termination for Convenience, the Contractor shall be entitled to Compensation for the Work actually and satisfactorily performed by the Contractor, less payments previously made. The Contractor shall also be entitled to the reasonable costs and expenses attributable to such Termination for Convenience.

11.3.6 Upon a Termination for Convenience, the Contractor shall furnish to the Authority, free of charge, such closeout reports, Documents, and materials as may be reasonably required by the Authority. Materials purchased by the Contractor for the Project that have not yet been incorporated into the Work may, at the option of the Authority, be purchased from the Contractor at the actual cost and delivered to a prescribed location or otherwise disposed of as mutually agreed.

11.3.7 Within sixty (60) days of the effective termination date, the Contractor shall submit to the Authority claims for any other costs that were incurred but that are not already addressed by this Section 11.3. No claim will be allowed for anticipated profits on Work that has not been performed. The Contractor's failure to submit a claim to the Authority within sixty (60) Days of the effective termination date shall constitute a waiver of any and all claims.

#### **11.4 The Authority's Right to Complete the Work**

11.4.1 If the Contractor fails to perform any obligation imposed under the Contract Documents within seven (7) Days after receipt of written notice to commence and continue correction of such failure with diligence and promptness, the Authority may take steps to remedy such failure without prejudice to any other remedy the Authority may have. In such case, an appropriate written notice shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such failure,

including Compensation for any additional work or services of other contractors and/or Professional Services Consultants engaged as a result of such failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Authority upon demand.

11.4.2 Any action by the Authority under this Section shall be without prejudice to the Authority's rights under the Contract Documents and shall not operate to release the Contractor from any of its obligations under the Contract Documents.

#### **11.5 In Terminating a Contract for Convenience or Cause Pursuant to this Article:**

11.5.1 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.

11.5.2 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.

11.5.3 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.

### **12.0 SUBSTANTIAL COMPLETION AND FINAL COMPLETION**

Substantial Completion of Work shall be achieved no later than the Substantial Completion Date set forth in the Contract Documents. Final Completion of the Work shall be achieved within \_\_\_ Days of Substantial Completion ("Final Completion Date").

#### **12.1 Substantial Completion**

12.1.1 Requirements for Substantial Completion. The Design Consultant shall determine the date that the Contractor achieves Substantial Completion for the Project. In order to achieve Substantial Completion, the Contractor must have achieved the following on the Project: (i) all essential requirements of the Contract Documents have been performed so that the purpose of the Contract Documents have been accomplished, (ii) a Temporary Certificate of Occupancy (or Temporary Certificate of Acceptance, if applicable) has been issued by the Department of Community Affairs, (iii) a Punchlist has been created by the Design Consultant, (iv) the Contractor has delivered to the Authority the key(s)

and/or code(s) for operation of the elevators; (v) there are no material omissions or technical defects or deficiencies, identified by the Design Consultant, and (vi) the Project is one-hundred percent (100%) ready for occupancy in accordance with its intended use.

12.1.2 Punchlist and Certificate of Substantial Completion. Once the Contractor believes that it has reached Substantial Completion of the Project but for preparation of the Punchlist, the Authority shall inspect the Project in conjunction with Design Consultant. If the Authority and the Design Consultant determine that Substantial Completion has been achieved but for preparation of the Punchlist, the Design Consultant, with input from the the Authority and the Project School District, shall prepare a Punchlist. Once the Punchlist is prepared, the Authority or the Design Consultant shall distribute to the Contractor a Certificate of Substantial Completion with an attached Punchlist. As the Contractor corrects the Work identified on the Punchlist, the Design Consultant shall update the Punchlist and verify that the Contractor corrects the incomplete or defective Work necessary as required by the Contract Documents.

## 12.2 **Liquidated Damages**

12.2.1 Inasmuch as delays in the completion of the Work may result in an increase in costs to the Authority and/or the Project School District, the precise amount of which may be difficult to ascertain, it is hereby agreed that if Substantial Completion does not occur on or before the Substantial Completion Date (as extended pursuant to the provisions of the Contract Documents), the Contractor shall pay the Authority the amount of Liquidated Damages specified in this Agreement or the Supplementary Conditions or in a Change Order issued hereafter, for each Day that Substantial Completion extends beyond the Substantial Completion Date (“Substantial Completion Liquidated Damages”).

12.2.2 The Contractor further agrees that if Final Completion does not occur on or before the Final Completion Date (as extended pursuant to the provisions of the Contract Documents), the Contractor shall pay the Authority the amount of Liquidated Damages specified in the Supplementary Conditions for each Day that Final Completion extends beyond the Final Completion Date (“Final Completion Liquidated Damages”).

12.2.3 In the event that Liquidated Damages are to be assessed for any day for both Substantial Completion pursuant to Section 12.2.1 and Final Completion pursuant to Section 12.2.2, the Contractor shall only be liable to the Authority for Liquidated Damages related to Substantial Completion pursuant to Section 12.2.1 above.

12.2.4 The Authority and the Contractor agree that the actual damages that would be suffered by the Authority if Substantial Completion and/or Final Completion of the Work is delayed are speculative and not susceptible of precise determination and that the specified Liquidated Damages amounts identified either in the Contract Documents or in any Change Order represent a reasonable estimate of the damages that the Authority would suffer in such event, and therefore do not constitute a penalty.

12.2.5 The Authority shall have the right to deduct Liquidated Damages from any amounts, including Retainage, owed by the Authority to the Contractor or its Surety. If Liquidated Damages are not deducted from such amounts, Liquidated Damages shall be payable by the Contractor to the Authority within ten (10) Days after receipt by the Contractor of a demand for payment by the Authority.

12.2.6 The Substantial Completion Liquidated Damages amount shall be \$1,500.00 per Calendar Day. The Final Completion Liquidated Damages amount shall be \$1,500.00 per Calendar Day.

### **12.3 Final Completion**

The Design Consultant shall issue a Certificate of Final Completion and determine the date of Final Completion of the Project. Final Completion means that point in time on the Project when the Project is 100% complete and: (i) all requirements of the Contract Documents have been completed, (ii) all items on the Punchlist have been performed, (iii) all required inspections and items of work required by Authorities having Jurisdiction have been completed, including, without limitation, inspections by soil erosion agencies, DEP, etc.; and (iv) a Certificate of Occupancy, or a Certificate of Acceptance, as applicable, has been issued by DCA. Following the issuance of a Certificate of Substantial Completion for the Project and the Design Consultant's determination that the Punchlist Work has been completed, the Design Consultant shall evaluate the Work and notify the Authority when the Work is ready for final inspection. The Design Consultant shall, in conjunction with the Project School District and the Authority, conduct a final inspection of the Work to verify that all Punchlist Work has been completed and all nonconforming and/or deficient Work has been corrected or remedied. The Design Consultant shall assist the Authority in issuing a Certificate of Final Completion.

## **13.0 PAYMENT AND CONTRACT COMPLETION**

### **13.1 Compensation for Lump Sum Contracts**

If the Project is bid on a lump sum basis, the Compensation shall be as follows: As full compensation for the Work to be performed under the Contract, and subject to the limitations contained herein, the Authority shall pay to the Contractor the Contract Price identified in the Contract Documents, as such amount may be adjusted from time to time by Change Orders.

13.1.1 The Contractor acknowledges and agrees that, subject only to the Contractor's ability to seek an adjustment pursuant to Article 8.0 of this Agreement, the Contract Price includes:

- (a) All equipment; materials; labor; services; insurance and bond premiums; home office, jobsite and all other overhead; and profit relating to the Contractor's performance of its obligations under the Contract Documents (including all work, equipment, materials, labor and services provided by subcontractors and 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, with the exception of the Uniform Construction Code permit to be secured by the Authority; and
- (d) Payment of any duties, permit fees or other fees or royalties imposed with respect to the Work and any equipment, materials, labor or services included therein.

13.1.2 The Contractor's lump sum Contract Price shall include all escalation costs for the complete execution and duration of this Contract. No subsequent claim of escalation charges will be permitted for work completed. All after-hours and weekend work necessary to meet the project schedule is to be included as part of the lump sum bid. The Contractor's bid shall also include the cost for all overtime, premium time, and shift costs as necessary to maintain the schedule through project completion.

13.1.3 The lump sum Contract Price shall be increased or decreased only in accordance with the requirements of Section 8.0 of this Contract.

## **13.2 Compensation for Work Performed on a Time and Materials Basis.**

If the Project is bid on a time and materials basis, the Compensation shall be as follows: 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 an amount equal to the Contractor's invoiced Time and Materials Costs for the Work, (if approved by the Authority on the basis of supporting documentation supplied as proof of such costs) as modified by the Cost Multiplier supplied by the Contractor's Price Proposal.

13.2.1 Direct Costs for Time and Materials Contracts. If the Contract specifies that Work is to be performed on a time and materials basis, the Contractor may invoice for the following "Direct Costs" when evidenced by the daily

or shift reports for time and materials costs, and/or other necessary backup documentation. The Authority will review the Contractor's invoices and backup documentation supplied in support of such costs, and if approved, the Authority will make payment for the following "Direct Costs":

13.2.1.1 Direct Labor. The Authority will make payment for all necessary direct labor and the supervising foreperson of the specific operation, whether the employer is the Contractor, or subcontractor, based on the gross rate of wage paid to the employee as shown in the employer's certified payrolls for each and every hour that said labor and foreperson are actively engaged in such work.

- (a) For specific extraordinary operations, the Authority may allow supervising or other special types of employees, which would usually be considered as overhead, to be considered direct labor (i.e. a "working foreman"), but only for that time allowed by the Authority. Submit justification in writing for the Authority's approval before using such employees.
- (b) Note that the Authority's contract requires that the Contractor's Superintendent be present on site during the performance of any and all labor. Costs associated with the Superintendent's supervision of operations are to be considered "overhead" and shall not be compensated as "direct labor" except in specific extraordinary situations, and only for such situations and for such time periods as are allowed by prior written approval of the Authority

13.2.1.2 Labor Fringe Benefits. The Authority will make payment for the cost of benefits paid by the Contractor to or on behalf of workers when required by collective bargaining agreements or other employment contracts generally applicable to the classes of labor employed on the work, for those direct labor costs allowed under Section 13.2.1.1.

13.2.1.3 Labor Burden Costs. The Authority will make payment for the cost of FICA, Workers Compensation Insurance (if applicable), Federal and State unemployment insurance and other payroll taxes paid by the Contractor on direct labor costs allowed under Section 13.2.1.1.

13.2.1.4 Materials. The Authority will make payment for the cost of materials and shipping charges as evidenced by paid invoices, except as follows:

- (a) If a cash or trade discount is offered by the actual supplier or available to the purchaser, the Authority shall be entitled to a credit for such discount, even if such discount may not have been taken, or if such discount is not shown on the paid invoices or receipts.
- (b) If materials are procured by the purchaser by any method that is not a direct purchase from and a direct billing by the actual supplier to such purchaser, then the Authority will calculate the cost of such materials as the price paid to the actual supplier, as determined by the Authority, plus the costs, if any, incurred in the handling of such materials
- (c) If in the opinion of the Authority the cost of such materials is excessive, then the Authority will limit the cost of such materials to the prevailing market price for such materials as are available in the quantities concerned, delivered to the Project Site, and deducting any discounts as specified in Section 13.2.1.4(a).
- (d) For materials not incorporated into the permanent construction, the Authority will deduct the reasonable salvage value of the material after the performance of the work.
- (e) The Authority will only allow sales tax on materials that are not permanent and do not qualify for an exemption under the State Sales Tax Act.
- (f) The Authority reserves the right to furnish materials, and the Authority will not make payment for costs and markup on such materials.

13.2.1.5 Permitting and Disposal Expenses. The Authority will make payment for permit and disposal fees, if approved before incurring the cost and evidenced by paid invoices. If the cost is, in the opinion of the Authority, excessive, then the Authority will limit the payment for such expenses to reasonable costs as available in the prevailing market.

- (a) “Disposal fees” shall refer to charges for disposal of soils or other excavated materials removed from the project site as part of excavation activities and the like. The Authority will not make payment for costs of basic garbage removal or dumpster charges for disposal of waste materials from the construction process, as those costs shall be included in

the Contractor's overhead and compensated through the application of the Cost Multiplier.

- (b) Note that the Authority will secure the building permits for the project, but the Contractor shall be responsible for securing all other necessary permits.

13.2.1.6 Equipment. The Authority will make payment for Contractor-owned or rented equipment required for the work performed on a time and materials basis. The Authority will not provide payment for equipment that is determined to be unsuitable by the Authority for the work performed on a time and materials basis or that is inoperable due to breakdown or during periods of repair. In the event the Contractor proposes to use equipment of a higher cost than that suitable for the work, the Authority will make payment at the rate applicable to the suitable equipment. The Authority will make payment for Contractor-owned or rented equipment as follows:

- (a) Contractor-Owned Equipment. For equipment owned directly by the Contractor or by entities that are divisions, affiliates, subsidiaries, or in any other way related to the Contractor or its parent company, submit in writing to the Authority for approval the type of equipment and proposed cost before starting the work. The Authority will make payment for equipment rental, operating, and idle time costs based on the calculated cost. The Authority will determine the calculated cost using the Rental Rate Blue Book (Blue Book), published by Equipment Watch, as follows:
  - i. The Authority will calculate the "rental" hourly rates by dividing the monthly rate by 220. The Authority will not use weekly, daily, or hourly rates. The Authority will apply rental hourly rates for every hour the equipment is in active use, except that for any 30-day period, the Authority will limit the total amount paid for each piece of equipment to a maximum of 80 percent of the monthly rate
  - ii. The Authority will apply the operating cost rate for every hour the equipment is active
  - iii. The Authority will apply the rental and operating rates that are current on the first day that the equipment is in use for the work performed on a

time and materials basis throughout the next 6 months that the work is in progress. The Authority will apply updated rates for every following 6 month period the force account is in progress. Submit to the Authority documentation establishing the Blue Book rates for the equipment proposed and the age of the equipment. The Authority will adjust rates for each 6-month period thereafter.

- iv. The Authority will not permit area adjustments. The Authority will adjust rental rates for equipment age adjustments according to the rate adjustment tables.
  - v. The Authority will not make payment for idle time for equipment required for only portions of the work performed on a time and materials basis, except where the equipment has been held on the work site on a standby basis at the request of the Authority and, but for this request, would have left the work site. Portions of the work include hours when the equipment is inactive within a working day. For the idle time for each piece of equipment, the Authority will make payment at one-half the rate established as specified in 104.03.08.7.a.1. Idle time is limited to the Contractor's normal working hours. Idle time is further limited to a maximum of eight hours a day and a maximum of 176 hours in a 30-day period.
  - vi. The payment established is full payment for all equipment costs, including the cost of fuel, oil, lubrication, supplies, attachments, repairs and maintenance of any kind, depreciation, storage, and all incidentals. Furthermore, the payment established above is also full payment for all costs (including labor and equipment) for transporting equipment to, on, and away from the work site.
  - vii. If a rate is not established in the Blue Book for a particular piece of equipment, the Authority will establish a rate for that piece of equipment that is consistent with its cost and use in the industry.
- (b) Rented Equipment. In the event that the Contractor does not own a specific type of equipment and must obtain it by rental, the Contractor shall submit in writing to the

Authority for approval of the need to rent the equipment and the rental rate for that equipment before using it on the work. If the need for such equipment and the rental rate is approved, the Authority will make payment for the rental of the equipment as specified in the rental agreements and as evidenced by paid invoices for the time that the equipment is used to accomplish the work, plus the cost of moving the equipment to, on, and away from the work site.

13.2.1.7 Subcontractors. The Authority will make payment for work performed by subcontractors in the same manner as described above for the Contractor with respect to costs for direct labor, labor fringe benefits, labor burden, materials, permitting and disposal expenses, and equipment.

13.2.1.8 The Authority will make payment for a Subcontractor's markup on second-tier subcontracted work at the rate of 5 percent applied on the total amount of all costs for second-tier subcontracted work performed on a time and materials basis, except that the subcontractor's markup on second-tier subcontractor-procured materials may not exceed \$5,000 over the amount of the subcontractor's cost to procure the materials.

13.2.2 Cost Multiplier for Time and Materials Contracts. The Contractor's Cost Multiplier is intended to compensate the Contractor for all indirect costs for the Project, including, but not limited to the following: profit; bonds and insurance costs; home office labor costs, fringe benefits and labor burden; facilities costs; depreciation; and general and administrative costs. Accordingly, the Contractor shall not invoice for any amounts related to these indirect costs.

13.2.2.1 The Contractor's Cost Multiplier, when applied to all direct costs for the time and materials work, shall be full compensation for the Contractor's field and home office overhead including, but not limited to, the following:

- (a) Salaries and expenses of executive officers, supervising officers, or supervising employees, except as provided for specific extraordinary operations under Section 13.2.1.1;
- (b) Salaries and expenses of clerical and administrative employees;
- (c) Charges for minor equipment, such as small tools, including shovels, picks, axes, saws, bars, sledges, lanterns, jacks, cables, pails, wrenches, and other miscellaneous

supplies and services; and equipment consumed during operations, such as saw blades, drill bits, and milling teeth;

- (d) Charges for basic mechanized equipment where normally associated with a specific function called for in the specifications, such as a screw gun for drywall installation, or a mortar mixer for masonry repair; and
- (e) Costs for preparing documents and records, including reproduction and mailing costs.

### **13.3 Schedule of Values [NOT APPLICABLE TO TIME AND MATERIALS]**

13.3.1 For Projects bid on a lump sum basis, before submitting its first Invoice, the Contractor shall submit to the Authority a Schedule of Values. The Schedule of Values shall be prepared in such form as the Authority may require and supported by such data to substantiate its accuracy. If accepted by the Authority, this Schedule of Values shall be used as a basis for the Contractor's Invoices and only for this purpose. Adjustments to the Schedule of Values must be approved in writing by the Authority.

13.3.2 The Contractor shall not front-end load its Schedule of Values, but the Contractor may include in its Schedule of Values a line item for the reasonable value of the Contractor's mobilization.

### **13.4 Invoices**

13.4.1 On or about the twenty-fifth day of each month, the Contractor shall submit to the Design Consultant and the Authority a pencil copy of its proposed monthly Invoice, in a form acceptable to the Authority, identifying the percentage of the Contractor's Work completed during the prior month (if the Project was bid as a lump sum), or the Time and Materials costs for labor performed and/or materials purchased during the prior month (if the Project was bid on a time and materials basis), so that the Design Consultant and the Authority may request any revisions to the pencil copy before the Contractor submits its Invoice on the first day of the following month, as required pursuant to this Section 13.4.

13.4.2 On the first weekday of each month, the Contractor shall submit to the Design Consultant and the Authority its Invoice. If the Project was bid on a lump sum basis, the Invoice shall request payment for the percentage of the Contractor's Work completed during the prior month. If the Project was bid on a time and materials basis, the Invoice shall request payment for the Contractor's Time and Materials Costs for labor performed and/or

materials purchased during the prior month, as modified by the Cost Multiplier factor included in the Contractor's Price Proposal in response to the RFP. Each Invoice shall include:

- (a) the Authority's contract number and name of the Project;
- (b) all data supporting the amounts requested and any other documentation reasonably requested by the Authority;
- (c) a certification by the Contractor that all payments due its Subcontractors have been made from prior paid Invoices and that all Legal Requirements have been complied with; and
- (d) if the Contractor is withholding payment from any Subcontractor or supplier, a certification by the Contractor that a valid basis exists under the terms of the Subcontractor's or supplier's contract to withhold payment, and a copy of the contract for the Subcontractor in question.

13.4.3 Invoices shall show either the percentage of completion of each portion of the Work as of the end of the prior month covered by the Invoice as specified in Section 13.3.2, above, or the Time and Materials Costs for Work performed as of the end of the prior month covered by the Invoice, as specified in Section 13.2. The percentage of completion shall be the percentage of that portion of the Work which has actually been completed during the prior month. The Time and Materials Costs shall be those costs for labor actually performed and/or materials actually purchased, for the Project during the prior month.

13.4.4 Invoices submitted to the Design Consultant and the Authority shall be processed and paid only after the Design Consultant reviews and determines that the Work for which payment is sought has been completed at the times and in the manner specified by the Contract Documents. Invoices will not be processed by the Authority or the Design Consultant if the Contractor has failed to provide an acceptable Project Schedule or Project Schedule update. Invoices will not be paid by the Authority if the Authority or its Design Consultant determines that the Work for which payment is sought is incomplete or unsatisfactory.

13.4.5 Invoices may request payment for equipment and materials not yet incorporated into the Project, provided that (i) the Design Consultant is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are

protected by suitable insurance and (iii) upon payment, the Authority will receive the equipment free and clear of all liens and encumbrances.

- 13.4.6 If the Project was bid on a lump sum basis, invoices may request payment for the Contractor's general conditions costs to the extent that such costs are properly allocated to the percentage of Work completed by the Contractor during the prior month.
- 13.4.7 Contractor shall receive payment from the Authority by one of the following electronic payment methods: (1) the Automated Clearing House ("ACH") payment system, or (2) wire transfer. Any fees or costs associated with the use of either of the listed electronic payment methods shall be solely the Contractor's responsibility. Contractor may obtain the documents required to use either electronic payment method from the Authority's website. The Contractor shall provide to the Design Consultant the documents necessary to use the electronic payment method selected before any payment will be made to the Contractor by the Authority.
- 13.4.8 Within thirty (30) Days after receipt of the Contractor's properly supported Invoice, the Authority, pursuant to New Jersey's Prompt Payment Act, N.J.S.A. 52:32-32 and 2A:30A-2, will make payment of the approved amount of such Invoice, unless within twenty (20) Days of receipt the Authority issues a notice in accordance with the Prompt Payment Act indicating that funds will be withheld, the amount of the funds to be withheld and the reason for such withholding. The twenty (20) Day period for providing notice to the Contractor that the Authority will withhold funds shall be extended if authority for payment by the Authority's Board of Directors is required. The thirty (30) Day payment requirement shall be extended if the Contractor fails to provide complete and sufficient documentation in support of the amounts claimed and the Authority reserves the right to refuse payment as a result.
- 13.4.9 If the Contractor submits any false or fraudulent Invoice to the Authority for payment, the Contractor shall be held liable and subject to all penalties and damages under the New Jersey False Claims Act, N.J.S.A. 2A:32 et seq.
- 13.4.10 In the event the Contractor fails to pay its Subcontractors in a timely manner and the Authority is in full compliance with its obligations regarding timely payment of sums due the Contractor, the Authority may, but is not obligated to, make payments directly to each Subcontractor or by two-party checks. The Authority's decision to make such payments to the Contractor's Subcontractors will not give rise to any liability of the Authority for making such payments, will not in any way require the Authority to exercise its option to make such payments, and will not

create any contractual relationship between the Authority and any Subcontractor. Payments to Subcontractors will not constitute acceptance of the adequacy of Work performed by the Contractor or its Subcontractors.

- 13.4.11 In the event of a dispute between the Authority and the Contractor as to whether an amount is owed for certain Work, or as to whether an amount has been reasonably withheld by the Authority, the Authority shall pay all amounts that are not in dispute, but shall not be required to pay the amount that is in dispute until the Parties settle or otherwise resolve such dispute. The Contractor shall continue to perform all of its obligations under the Contract Documents notwithstanding such dispute.
- 13.4.12 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 Substantial 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.
- 13.4.13 No payment will be processed or owing to the Contractor for Work during any time when: 1) the Contractor has failed to provide a project schedule or updated Schedule acceptable to the Authority; 2) the Contractor has refused to advance the work or to perform as directed; 3) an Event of Default has been declared; or 4) as otherwise stated herein.

## **13.5 Withholding of Payment**

- 13.5.1 The Authority may deny the Contractor's Invoice, in whole or in part, if:
  - (a) the Work has not progressed to the point represented by the Contractor in its Invoice;
  - (b) the quality of the Work does not conform to the Contract Documents;
  - (c) defective or nonconforming Work has not been timely corrected;
  - (d) the Contractor has caused damage to the Authority, the Authority's property or to another contractor;
  - (e) reasonable evidence exists that, due to the fault of the Contractor, the Work will not be completed within the Contract Time, or that Construction Milestones identified in the Schedule will not be achieved by the dates in the approved Schedule;
  - (f) the Contractor has failed or refused to properly schedule and coordinate the Work, or to provide Project Schedules and updates; or
  - (g) the Contractor has failed or refused to comply with any material term in the Contract Documents.
- 13.5.2 If the Authority determines that a sufficient basis exists to withhold payment from the Contractor pursuant to Section 13.4.1 above, the Authority will either: (i) retain for payment the relevant Invoice (or

portion thereof) until the reason for the withholding of payment has been eliminated or corrected, or (ii) return the relevant Invoice to the Contractor, who shall resubmit the Invoice once the reason for the withholding of payment has been eliminated or corrected.

13.5.3 The withholding of any sums pursuant to this Section shall not be construed as, or constitute in any manner, a waiver by the Authority of the Contractor's obligation to perform the Work required under the Contract Documents. In the event that the Contractor fails to perform any Work required by the Contract Documents, the Authority shall have, in addition to the sums withheld in accordance with this Section, all rights and remedies provided by law, equity and the Contract.

13.5.4 In addition to any other right to withhold payments under the Contract Documents, the Authority shall have the right to withhold from payments due the Contractor such sums as necessary to protect the Authority against any loss or damage which may result by reason of: (a) any willful misconduct or wanton or negligent act, error or omission by the Contractor or any Subcontractor, or any of their employees, representatives or agents which gives, or may give, rise to a claim by the Authority or by some other person or entity against the Authority; (b) the Contractor's breach of any of its material obligations under the Contract; (c) reasonable evidence that the Contractor will not complete the Work required by the Contract Documents within the Contract Time, and that the unpaid balance will not cover the actual damages suffered for the delay; and (d) the Contractor's inability or failure to complete any of the Work required by the Contract Documents.

## 13.6 **Retainage**

13.6.1 Except as otherwise provided herein, the Authority shall withhold funds ("Retainage") from payments made to the Contractor in accordance with this Section. The Authority shall withhold five percent (5%) of the Compensation as Retainage from all invoiced amounts.

13.6.2 At the time of Substantial Completion, the Contractor may request that the Authority reduce Retainage. The Authority in its sole discretion may reduce the percentage of Retainage withheld or may release the total amount of Retainage being withheld by the Authority if the Authority determines that such action is warranted by the progress and quality of the Work. Any request by the Contractor for a reduction in retainage must be accompanied by the following documents, available on the SDA website:

- (a) A Certificate of Substantial Completion (Form 701), in cases in which a Certificate of Occupancy or Temporary Certificate of Occupancy has been issued; or a Confirmation of Contract

Compliance (Form 702), in cases in which a Certificate of Occupancy will not issue (i.e. where a Certificate of Acceptance will issue); and

- (b) Consent to Surety Reduction in or Partial Release of Retainage (Form 814); and
- (c) Request for Reduction of Retainage (Form 816), signed by the Authority approving the reduction in retainage to the new percentage or amount.

13.6.3 At the time of Final Payment, the Authority shall release to the Contractor all Retainage other than amounts applied to the payment of liquidated damages or amounts which the Authority in its sole discretion deems necessary to retain to cover any existing or threatened claims or liens, or any amounts otherwise due the Authority under the Contract Documents.

### **13.7 Other Deductions**

13.7.1 In addition to Retainage, the Authority may deduct from any progress payment the following:

- (a) any liquidated damages which have accrued as of the date of the Invoice;
- (b) any sums expended or expected to be expended by the Authority in performing any of the Contractor's obligations under the Contract Documents which the Contractor has failed to perform or has deficiently performed; and
- (c) any other sums which the Authority is entitled to recover from the Contractor under the terms of the Contract Documents.

13.7.2 The Contractor agrees that, to the extent that the Authority may deduct or withhold money from the Contractor pursuant to the terms of this Contract, the Authority has available to it any monies due or that may become due the Contractor under other contracts between the Contractor and the Authority. Such other contracts shall include joint ventures in which the Contractor is a participant, but only to the extent of its participation. The right to recover against the Contractor as herein provided is in addition to and does not affect the right of the Authority to seek recovery against the Contractor or Surety under the Contract, bonds, or as otherwise allowed by law.

### **13.8 Certificates for Payment**

- 13.8.1 The Authority will, after receipt of the Contractor's Invoice, and within the time set forth in the Specifications, either issue a Certificate for Payment for such amount as the Authority deems properly due, including deductions as allowed in this Section 13.0, or notify the Contractor in writing of its reasons for withholding a Certificate for Payment, as provided below.
- 13.8.2 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 payments shall be made. The Contractor shall be entitled to progress payments only as determined from the currently approved and updated schedule.

### **13.9 Progress Payments**

- 13.9.1 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.
- 13.9.2 Upon receipt of payment from the Authority, the Contractor shall promptly pay each of its Subcontractors the amount due to such Subcontractor. The Contractor shall require that each of its Subcontractors make timely payments to its sub-subcontractors in a similar manner.
- 13.9.3 The Authority shall have no obligation to make direct payment to any of the Contractor's Subcontractors.
- 13.9.4 No Certificate for Payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Authority or Project School District, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

### **13.10 Contract Completion and Final Payment**

- 13.10.1 After Substantial Completion, the Contractor shall perform all remaining Punchlist work. Upon the completion of the Punchlist work, the Contractor shall notify the Authority that the Work is ready for final inspection to determine whether all Punchlist work has been completed. The Authority shall inspect the Project and determine whether the Punchlist work has been completed and whether all nonconforming and/or deficient Work has been corrected or remedied.
- 13.10.2 If the Authority is satisfied that the punchlist work has been completed, and after receipt of the documentation required by the Contract Documents, including, but not limited to, the requirements of Section 13.10.2 below, the Authority will issue a Certificate of Final Payment,

which shall constitute evidence that Contract Completion has been achieved.

13.10.3 Final Payment shall be made in accordance with the New Jersey Prompt Payment Act, provided that the requirements of the Contract Documents have been fulfilled. The Final Payment shall include payment for all Work performed under the Contract, including all Retainage held by the Authority, less any amount the Authority is entitled to deduct or withhold pursuant to the terms of the Contract Documents.

13.10.4 Prior to issuance of the Final Payment, the Contractor shall submit to the Authority the following documents and information:

- (a) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Authority may in any way be responsible, have been paid or otherwise satisfied;
- (b) consent of Surety to final payment in the form of AIA Form G707;
- (c) other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Authority;
- (d) written certification that the Work is complete in all respects, and that the Work complies in all respects with the requirements of the Contract Documents;
- (e) written certification that all equipment and systems have been installed in accordance with the Contract Documents and have been started and tested in accordance with the Contract Documents, the Code, and manufacturers' and/or suppliers' requirements;
- (f) completed Form 710 "Construction Contract Final Completion Checklist," found on the SDA webpage;
- (g) in compliance with the Prevailing Wage Act, written statements from the Contractor and all Subcontractors, certifying to the amounts then due and owing from the Contractor and Subcontractors to any and all workers for wages due. The statements shall contain the names of the persons whose wages are unpaid and the amount due to each respectively. The statements shall be verified by the oath of the Contractor or Subcontractor, as the case may be, that said party has read such statement subscribed

by it, that said party knows the contents thereof, and that the same is true of its own knowledge. If any Subcontractor refuses to furnish a release or waiver required by the Authority, the Contractor may furnish a bond satisfactory to the Authority to indemnify the Authority, the State and the Project School District against any loss. If any lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the Authority all monies that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorney's fees. The Authority may withhold from the final payment any sum that the Authority has reason to believe may be needed to satisfy any lien, claim or threat of lien arising from the Work; and

- (h) all required Contractor Evaluation Forms, Form Nos. 521 and 522 to be provided by the Authority.

13.10.5 The making of Final Payment shall not constitute a waiver of any claims by the Authority against the Contractor. Available claims may include, but are not limited to:

- (a) unsettled liens and claims against the Authority, the State, the School Facility, or the Project School District, or any of their employees, officers, agents, or representatives;
- (b) faulty, defective or nonconforming Work;
- (c) failure of the Work to comply with the requirements of the Contract Documents;
- (d) any warranties contained in or required by the Contract Documents;
- (e) damages incurred by the Authority, the State or the Project School District resulting from lawsuits brought against them, their agents, employees, officers or representatives because of failures or actions on the part of the Contractor, its Subcontractors, or any of their officers, employees, agents or representatives;
- (f) fraud or bad faith committed by the Contractor or any Subcontractor during performance of the Work, discovered by the Authority after Final Payment;
- (g) any and all claims pursuant to the New Jersey False Claims Act, N.J.S.A. 2A:32C et seq.; and
- (h) any other claims cognizable at law or equity.

### **13.11 Contractor's Release**

- 13.11.1 The acceptance of Final Payment by the Contractor shall constitute a waiver of all claims by the Contractor against the Authority and the Design Consultant, except those expressly reserved by the Contractor in writing at the time of Final Payment. Such reservation of rights shall state the specific amounts of the claims being reserved and the bases for such claims. Failure to state the specific amount of a claim shall result in a waiver of that claim. The Contractor shall be deemed to have waived all claims for which the notices required by law and the Contract Documents have not been provided.
- 13.11.2 Acceptance or approval of, or payment for, any of the Work performed by the Contractor shall not constitute a release or waiver of any claim the Authority has or may have against the Contractor for latent defects, errors, omissions, deficiencies, breach of contract, or negligence. If the Authority discovers latent defects, errors, omissions or deficiencies in the Work after Final Release, the Contractor shall correct any such defects, errors, omissions or deficiencies in the Work at no expense to the Authority.
- 13.11.3 Notwithstanding any other provision of the Contract, for a period of three (3) years after Final Completion of the Project, all estimates and payments made pursuant to the Contract Documents, including the Certificates of Final Completion and Final Payment, are subject to correction and adjustment for clerical or other errors in the calculations involved in the determination of the amount of the payments. The Contractor and the Authority agree to pay to the other any sum due under the provisions of this Section, provided, however, that if the total sum to be paid is less than \$100, payment will be waived.

### **13.12 Eleven-Month Inspection.**

Approximately eleven (11) months after Substantial Completion, the Authority shall conduct, in conjunction with the Design Consultant, an inspection of the Project and the Work. The Contractor shall, at no cost to the Authority, correct deficiencies, latent defects or warranty work discovered in the Eleven-Month Inspection.

## **14.0 PROTECTION OF PERSONS AND PROPERTY.**

### **14.1 Safety of Persons and Property**

- 14.1.1 The Contractor shall be responsible for preparing a Safety Plan for the Project which recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Submission of an appropriate Safety Plan is a statutory requirement under N.J.S.A. 18A:7G-37(b).
- 14.1.2 The Contractor shall prepare and submit the Safety Plan to the Authority at the time of, or prior to, the Preconstruction Conference. The Authority's Project Manager and/or the Authority's safety division shall review Contractor's Safety Plan for consistency with the Authority's requirements and policies, based upon the latest version of the Authority's Safety Manual, which is incorporated into this Agreement by reference, and all other applicable Legal Requirements, including, but not limited to, governmental safety codes, rules, regulations and requirements, such as OSHA. Within ten (10) Days of receipt of the Contractor's Safety Plan, the Authority's Project Manager and/or the Authority's Safety Division shall recommend to the Authority acceptance or rejection of the Contractor's Safety Plan. The Authority will either accept or reject the Safety Plan within five (5) Days of the Authority's Project Manager's and/or the Authority's Safety Division's recommendations. The Contractor shall continue to submit its Safety Plan to the Authority's Project Manager and/or the Authority's Safety Division until it is accepted.
- 14.1.3 Once the Contractor's Safety Plan is accepted, the Authority's Project Manager and/or the Authority's Safety Division shall monitor the Contractor's compliance with the Safety Plan throughout the Term of this Agreement to ensure that the Contractor meets or exceeds the accepted Safety Plan. If, at any time any part of the Project Site is deemed unsafe by the Design Consultant, the Authority's Project Manager and/or the Authority's Safety Division, the Authority may require the Contractor to stop performance and to take immediate corrective measures. Additionally, as the Authority has implemented a School Facilities Projects OCIP in accordance with N.J.S.A. 18A:7G-44, the Site and work areas of the Contractor and its Subcontractors, if enrolled in the OCIP, shall be subject to inspection by the OCIP insurance carrier's risk control engineer, and the Contractor and its Subcontractors are required to cooperate with safety recommendations made by such risk control engineer.
- 14.1.4 The Contractor shall at all times secure and protect the Authority's property and the adjacent property of others from injury or loss. All

passageways, guard fences, lights and other facilities reasonably required for protection must be provided and maintained by the Contractor.

- 14.1.5 The Contractor shall provide winter protection to the Project, including, but not limited to, providing temporary heat to maintain the Project buildings at a temperature of at least forty (40) degrees Fahrenheit or greater, as may be required for the construction activity.
- 14.1.6 Notification to the Contractor by the Authority or any other person or entity of a safety hazard or violation shall in no way relieve the Contractor of sole and complete responsibility to perform the Work in a safe and workmanlike manner, or of its sole liability for any fees, fines, damages or other costs resulting from such hazard or violation.
- 14.1.7 The Contractor acknowledges that the safety of the public, the Project School District's students, employees, and guests is of the utmost importance. The Contractor shall take no action which would jeopardize the safety of such students, employees, or guests and, without the Authority's written approval, shall take no action which would interfere with the activities of the Project School District, its students, employees or guests, at the Site.
- 14.1.8 The Contractor must fully comply with the terms of the NJSDA Safety Manual, and all Federal, State and local job safety requirements. All costs associated with such safety compliance shall be included in the Contractor's lump sum bid.
- 14.1.9 Alcohol, drugs and weapons shall not be allowed on the jobsite under any circumstances, and shall be cause for immediate expulsion. In addition, only those persons directly involved with the project will be allowed on the site. In no event will minors be admitted to the Construction site. Anyone under the influence of alcohol or drugs will be immediately and permanently removed from the jobsite. In no event will minors be admitted to the jobsite.

## 14.2 **Emergencies**

In any emergency affecting the safety of persons or property, the Contractor shall act at all times to prevent threatened damage, injury or loss. If immediate action is required, the Contractor shall notify the Authority of the situation and all necessary actions shall be immediately taken upon recognition of an emergency, or as soon thereafter as is practicable. If the Contractor fails to so notify the Authority, the Contractor shall be solely liable for any damage, injury or death resulting from such an emergency that could have been prevented by the Contractor's prompt and immediate action.

## 15.0 **DOCUMENTS AND RECORDS**

### **15.1 Maintenance and Retention of Contract Records**

For all Work performed, the Contractor shall, in accordance with generally accepted accounting principles and practices, maintain certified weekly payroll, workers' compensation payroll, overhead, cost and accounting records, as well as all other records that the Contractor may customarily maintain in its business. Such records shall be maintained and made available for inspection by the Authority, and any State oversight or inspecting agency, as to all aspects of the Work and materials provided under the Contract Documents, whether the Work is performed by the Contractor, its Subcontractors or any other entity. Before Final Payment will be made to the Contractor, the Contractor must provide copies of all such records to the Design Consultant and/or the Authority. The Contractor is required to retain copies of all such records for a period of at least three years.

### **15.2 Right to Audit**

The Authority, EDA or any other State inspecting or oversight agencies reserve the right to audit (or have their agents audit) the records of the Contractor in connection with all matters related to the Contract Documents. If, as a result of such audit, the Contractor is discovered for any reason to owe any money or refund to the Authority, the Authority may reduce the Contractor's Invoice amount to an amount considered commensurate with the actual work performed.

### **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 to the extent that such actual costs are substantiated by records required to be maintained under this Article.

## **16.0 RISK OF LOSS AND INDEMNIFICATION**

### **16.1 Risks Assumed by the Contractor.**

16.1.1 Until Substantial Completion, the Contractor shall bear the risk of loss or damage to the permanent construction, temporary construction, and materials, whether or not the Contractor has received payment for such construction or materials.

16.1.2 The Contractor shall bear the risk of claims by third parties made against the Contractor or the Authority, on account of injuries (including wrongful death), loss, or damage of any kind whatsoever arising or alleged to arise out of or in connection with the performance of the Work. The risk of claims, whether or not actually caused by or resulting from the performance of the Work or out of or in connection with the Contractor's operations or presence at or in the vicinity of the Project Site or on

Authority premises, and whether such injuries, loss, and damages are sustained, applies at any time both before and after Final Completion.

16.1.3 The Contractor shall bear the risk of loss or damage to any property of the Contractor, and of claims made against the Contractor or the Authority for loss or damage to any property of lessors, Subcontractors, materialmen, workers, and others performing the Work. Said risk is assumed during all times prior to removal of the property from the Site.

## 16.2 Indemnification

16.2.1 To the fullest extent permitted by law, the Contractor shall indemnify, protect, defend and save harmless the State of New Jersey, the Authority, the Design Consultant and the Project School District, as well as their respective agents, servants, officers, directors and employees, from and against any loss, damage, injury, cost or expense including interest, attorney's fees and other expenses, and from and against any claim, demand, liability, lawsuit, judgment, action or other proceeding arising from, in connection with, or as a result of any of the following:

16.2.1.1 the negligent acts or omissions of the Contractor, its agents, servants, officers, employees, Subcontractors or any other person acting at the Contractor's request, subject to its direction, or on its behalf;

16.2.1.2 the loss of life or property, or injury or damage to the person, body or property of any person or persons whatsoever, that arises or results directly or indirectly from the negligent acts or omissions by the Contractor, its agents, servants, officers, employees, Subcontractors or any other person acting at the Contractor's request, subject to its direction, or on its behalf;

16.2.1.3 any gross negligence, default, or breach, of the Contractor, its agents, servants, officers, employees, Subcontractors or any other person acting at the Contractor's request, subject to its direction, or on its behalf;

16.2.1.4 violation of or non-compliance with all Legal Requirements, including, but not limited to, Federal, State, local and municipal laws and regulations, ordinances, building codes (including without limitation the Americans with Disabilities Act) arising from the performance or non-performance of, or arising out of conditions created or caused to be created by the Contractor, its agents, servants, officers, employees, Subcontractors, or any other person acting at the Contractor's request, subject to its direction, or on its behalf.

16.2.2 The Contractor's indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in the Contract. The Contractor expressly understands and agrees that the insurance provided by the Authority under the Authority's OCIP pursuant to Article 9 is in addition to, and does not limit the Contractor's defense and indemnification obligations.

16.2.3 The Contractor agrees that any acceptance by the Authority of the Work performed and materials provided by the Contractor shall not operate to limit the obligations of the Contractor under the Contract Documents and that the Authority assumes no obligations to indemnify or hold harmless the Contractor, its agents, servants, employees or Subcontractors against any claims that may arise out of its performance or nonperformance under the Contract. The Contractor also agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations under the Contract Documents, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of the Contract Documents or otherwise at law or equity.

16.2.4 The provisions of this Section 16.2 shall survive the expiration or termination of the Contract.

## 17.0 CLAIMS

All Claims by the Contractor against the Authority shall be governed by the following provisions.

17.1 **General.** All Claims asserted by the Contractor against the Authority shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., 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 Design Consultant and the Authority the required forms as required by this Section to comply with the New Jersey Contractual Liability Act in order to begin the Authority's administrative process for the review of Claims. The Contractor shall also submit to the Authority all documentation supporting the Contractor's Claim. The documentation provided to the Authority will serve as the basis for evaluation of the Contractor's position regarding the Claim throughout Step One of the administrative process. The Contractor shall submit additional information upon request of the Authority. No formal action will be taken by the Authority unless and until the Authority receives complete Claim documentation from the Contractor.

17.5.2 Authority Review and Decision. At the option of the Authority, a meeting may be scheduled with the Contractor, the Authority and the Design Consultant to discuss the Claim. The Authority shall render its decision regarding the Claim in writing within sixty (60) Days of the receipt of the complete supporting documentation or within sixty (60) Days of any meeting with the Contractor, the Authority and the CM, whichever is later. This time limit may be extended by mutual agreement of the Parties, or by the Authority, when additional time is required by the Authority to properly review and respond to the claim. The Contractor, within fifteen (15) Days of the receipt of the decision by the Authority, shall accept or reject the Authority's decision in writing. If the Contractor neither accepts nor rejects in writing the Authority's decision within fifteen (15) Days, the Claim will be considered withdrawn from the administrative process and there will be no further administrative remedy available to the Contractor for the subject Claim.

**17.6 Step Two: Non-Binding Mediation.** If the Contractor rejects in writing the decision of the Authority, there is no further automatic administrative review of the Claim. Within fifteen (15) Days after issuance of a Certificate of Occupancy or Certificate of Acceptance for this Project, the Contractor may request in writing that any or all outstanding Claims regarding this Project, which include any or all Claims that have been processed through Step One of the Claim

resolution process, and that were neither withdrawn nor considered withdrawn from the process be submitted to Step Two, non-binding mediation. Such request shall be sent to the Authority. No Claim will proceed automatically to Step Two and the Contractor must make a specific written request that the Claim be elevated to Step Two for review. Step Two review will not be available until after the issuance of a Certificate of Occupancy or Certificate of Acceptance, unless an earlier time for submission of the Claim to Step Two is agreed to by the Parties. The cost of non-binding mediation shall be shared equally by the Contractor and the Authority. The mediator shall be selected by the Authority, with the concurrence of the Contractor. The rules for the mediation shall be agreed to by the Authority, the Contractor and the mediator prior to the start of the mediation. If the Parties fail to agree on the rules for the non-binding mediation, the mediation will not proceed and Step Two review will be deemed completed.

## **18.0 AFFIRMATIVE ACTION AND NON-DISCRIMINATION**

- 18.1 **General.** 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.
- 18.2 **Documentation.** 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.
- 18.3 **Required Language.** 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.
- 18.4 **Nondiscrimination Provisions.** 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:
- 18.4.1 The Contractor and its Subcontractors will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation,

gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor and its Subcontractors will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its Subcontractors agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 18.4.2 The Contractor and its Subcontractors will in all solicitations or advertisements for employees placed by or on behalf of the Contractor or its Subcontractors, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, nationality, disability or sex.
- 18.4.3 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.
- 18.4.4 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.
- 18.4.5 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.

- 18.4.6 The Contractor and its Subcontractors agree to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- 18.4.7 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.
- 18.4.8 In conforming with the applicable employment goals, the Contractor and its Subcontractors agree to review all of their procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- 18.4.9 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.
- 18.4.10 Good Faith Efforts
- 18.4.10.1 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 18.4.10.2 and 18.4.10.3 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 18.4.10.2.

18.4.10.2 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 18.4.12 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.

18.4.10.3 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 18.4.10.2 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 18.4.11 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.

18.4.11 The Contractor or Subcontractor agrees that nothing contained in Section 18.4.10.3 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 18.4.10.3 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 18.4.10.3 above, it shall, where

applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

18.4.12 Monitoring and Enforcement of Workforce Affirmative Action Compliance and Procedures.

18.4.12.1 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 representative to ensure compliance with this section and the Contractor's affirmative action plan.

18.4.12.2 The Authority's representative 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.

18.4.12.3 The Authority's representative may investigate to determine if there is a violation of this Subsection or the Contractor's affirmative action plan. If the Authority's representative 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.

18.4.12.4 If the alleged violation explained in the alert notice has not been corrected to the satisfaction of the Authority's representative issuing the notice within three (3) business days after it is received by the Contractor, the Authority's representative shall issue a violation notice to the Contractor. Said violation notice shall explain, in sufficient detail, the facts of the continuing violation.

18.4.12.5 After issuing a notice of violation, the Authority's representative 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 representative and the Authority. If the Authority 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 Authority 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 18.4.17 (Sanctions) 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 Authority 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.

18.4.13 Set Asides and Goals for Small Business Entities on Authority Projects.

18.4.13.1 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.

18.4.13.2 The good faith efforts of the Contractor to meet the SBE goal on the Projects shall include, but not be limited to, the following measures:

- (a) Sending solicitation letters to SBE firms registered with the New Jersey Department of the Treasury, Division of Minority and Women Business Development and to pre-qualified SBE firms on a list that is available from the SDA's website at [www.njsda.gov](http://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.

18.4.13.3 If the Authority determines that a Contractor has failed to comply with its good faith obligations to meet the specified SBE subcontracting goal, the Authority may pursue any of the sanctions available pursuant to Section 18.4.17 (Sanctions) below, and/or N.J.A.C. 19:39-3.2.

18.4.14 Affirmative Action and Small Business Compliance.

18.4.14.1 The Contractor shall designate an employee who shall serve as a liaison with the Authority's representative 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

18.4.14.2 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.

18.4.14.3 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.

#### 18.4.15 Sanctions.

18.4.15.1 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 lump sum) or the Compensation (if time and materials) 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 Compensation 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.

#### 18.4.16 Subcontractor Replacement on School Facilities Projects.

18.4.16.1 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.

18.4.16.2 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 Authority, in a form issued by the Authority, before such a replacement can be made, regardless of the reason for the replacement.

18.4.16.3 The Contractor shall make a good faith effort to find another SBE to perform at least the same amount of work as had been allocated to the original SBE Subcontractor.

## 19.0 WARRANTIES

19.1 **General.** The Contractor warrants to the Authority that the construction, including all materials and equipment furnished as part of the construction, shall be new, unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

19.2 **Commencement of Contractor Warranties.** The warranties shall commence upon Substantial Completion of the Project and continue for one (1) year, unless otherwise stated in the Contract Documents. Should any warranty commence earlier than the Substantial Completion Date, the Contractor shall extend the warranty to one (1) year past the Substantial Completion Date. The Contractor's warranty obligations exclude defects caused by abuse, alterations, or failure to maintain the Work by persons other than the Contractor. Nothing in this Section is intended to limit any manufacturers' warranties which provide the Authority with greater warranty rights than set forth in this Section or the Contract Documents. The Contractor will provide the Authority with all manufacturers' warranties upon Substantial Completion.

19.3 **Subcontractor Warranties.** The Contractor shall obtain appropriate warranties, guarantees and obligations with respect to materials, workmanship, equipment, tools and supplies furnished by any and all Subcontractors and suppliers, and shall cause such warranties, guarantees and obligations to be extended to the Authority without derogating the Contractor's own representations and warranties to the Authority for such Work. The foregoing warranties, guarantees and obligations shall be in effect for periods of time co-extensive in duration with the Contractor's warranty for such Work. All such warranties, guarantees and obligations shall be in writing and shall run directly to and be jointly and severally enforceable by the Contractor and/or the Authority and their respective successors or assigns. The Contractor shall be responsible for enforcing such warranties,

guarantees and obligations, at its own expense, in the name of and on behalf of the Authority if the Authority so requests.

## **20.0 SOLID WASTE, HAZARDOUS WASTE, UNDERGROUND STORAGE TANKS AND ASBESTOS TRANSPORTATION AND DISPOSAL**

### **20.1 General Requirements**

20.1.1 The Contractor will be responsible for the loading, transportation, and proper disposal of Solid Waste, as defined at N.J.S.A. 13:1E-3 and N.J.A.C. 7:26-1.6, encountered at the Project Site. The Contractor must meet all applicable federal, state and local requirements, laws, or ordinances for the handling, transportation and disposal of Solid Waste.

20.1.2 The Contractor may subcontract the transportation, disposal and/or brokering of the Solid Waste in accordance with Article 6 of these General Conditions, but only to subcontractors who are licensed under the New Jersey Solid Waste Management Act and who comply with all conditions of this Article 21. The Contractor will assume responsibility for its own and its subcontractors' compliance with all applicable legal requirements for the handling, loading, transportation and disposal of all Solid Waste until completion of disposal.

20.1.3 Transportation of Solid Waste for disposal must be done by a licensed New Jersey Solid Waste Transporter, and all equipment utilized in the transportation work must be properly registered in accordance with New Jersey law and this Article 21. All waste generated in a County which has waste flow restrictions must be handled in accordance with the specific requirements of that County.

### **20.2 Transportation Requirements**

20.2.1 By executing this Agreement, the contractor warrants that it has, and shall maintain during the term of this Contract, all licenses, certifications, authorizations, and any documents required by the Federal government, State government, County and Municipal governments, and international authorities, necessary to legally and properly perform this Contract.

20.2.2 A-901 License. The Contractor warrants that it, and/or each of its subcontractors who performs any activities involving the transportation and disposal of Solid Waste, shall be currently approved by the New Jersey Department of Environmental Protection ("NJDEP") and the New Jersey Attorney General's Office as required by N.J.S.A. 13:1E-126, et seq., and that it and/or each such subcontractor possesses current valid "A-901" licenses for each such corporation and its principals. The Contractor shall immediately notify the Authority should there be any change in the

legal status, ownership or management of any firm or business contracting with the Contractor to handle Solid Waste.

- 20.2.3 Solid and Hazardous Waste Vehicle Registration. The Contractor warrants that either it, or all subcontractors who perform any activities involving the transportation and disposal of Solid Waste, shall utilize in the transportation and disposal of all Solid Waste for the Project, only tractors, trailers, trucks, containers and other equipment that are properly registered with the New Jersey Department of Environmental Protection and validly placarded with the necessary identifying information, including valid NJDEP decals issued in the name of the company transporting the waste.
- 20.2.4 Certificate of Public Convenience and Necessity. The Contractor warrants that either it, or each of its subcontractors who performs activities involving the transportation and/or disposal of Solid Waste, including brokering, shall have a valid NJDEP Certificate of Public Convenience and Necessity, as required by N.J.S.A. 48:13A-6.
- 20.2.5 Hazardous Waste. Hazardous waste transportation and disposal shall be performed in accordance with the laws of the State of New Jersey, and shall be performed only by a company licensed to handle hazardous waste in New Jersey.
- 20.2.6 Underground Storage Tanks. The Contractor, or each subcontractor designated to perform underground storage tank removal, closure, abandonment, subsurface evaluation or remedial work, shall possess a valid NJDEP certification under the Underground Storage Tank Certification Program for UST Closure and Subsurface Evaluation (pursuant to P.L. 1991, C.123).
- 20.2.7 Licenses, Certifications and Training. The Contractor shall provide appropriately licensed, certified and trained subcontractors and staff needed to perform work relating to Solid Waste disposal, Hazardous Waste handling or removal, or Underground Storage Tank removal, closure or subsurface evaluation. Upon request of the Authority, the Contractor will be required to identify the appropriately licensed staff for such work.
- 20.2.8 Certified Laboratory for Testing. Any testing or analysis required or advisable under the terms of the Agreement shall be performed by an NJDEP certified laboratory.
- 20.2.9 Asbestos. If asbestos or asbestos-containing materials are present or suspected on the Site, the Contractor or designated subcontractors shall handle, containerize and remove the asbestos, asbestos containing

materials, or other building materials contaminated with asbestos. The Contractor or subcontractor(s) designated to perform asbestos removal work shall possess a New Jersey Asbestos Contractors Type A license from the New Jersey Department of Labor (NJDOL), Office of Asbestos Control and Licensing and the individuals working on sites to remove asbestos shall have Asbestos Worker Permits or Supervisor Permits. Workers shall be trained in accordance with all OSHA regulations including: 29 CFR 1910.1001, 29 CFR 1910.1101 and 29 CFR 1926.58 including amendments.

20.2.9.1 The Contractor and/or each Subcontractor performing asbestos removal work shall warrant that the firm and its employees are familiar, experienced and compliant with the following regulations:

- (a) U.S. Environmental Protection Agency (EPA): 40 CFR Part 61 Subparts A, B and M of the National Emissions Standards for Hazardous Air Pollutants and Amendments;
- (b) State of New Jersey: Asbestos Control and Licensing Act (P.L. 1984 C.173) N.J.A.C. 12:120 and N.J.A.C. 8:60 and Amendments;
- (c) State of New Jersey: Asbestos Hazard Abatement Subcode, Subchapter 8, N.J.A.C. 5:23-8.

20.2.9.2 Compliance with this section 21.2.9 shall be determined by verification of supervisor and worker asbestos licenses.

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

20.2.10 Obligation to Update Information. The Contractor warrants that either it, or each of its subcontractors or waste brokers who performs any activities involving the transportation and disposal of Solid Waste, shall be currently authorized to handle Solid Waste in the State of New Jersey, and further warrants that the Contractor shall immediately notify the Authority should any action be initiated by any state or governmental entity to debar, revoke, or suspend any of its licenses or approvals necessary to properly handle or transport Solid Waste, or to debar, revoke or suspend any of the licenses or approvals of its subcontractors or brokers necessary to properly handle or transport Solid Waste.

### **20.3 Tracking and Documentation Of Solid Waste Disposal**

20.3.1 The Contractor shall track and document all waste shipments that leave the project site and shall be responsible for ensuring that all Solid Waste has been disposed of in accordance with the applicable laws of the State of New Jersey, and the applicable laws of any other State in which Solid Waste originating from the Project Site is disposed.

20.3.2 The Contractor shall provide written verification of the location(s) of disposal and tonnage for all Solid Waste originating at the Project Site. The Authority reserves the right to conduct a waste or environmental audit of the operations of the Contractor and any subcontractors involved in solid waste disposal, to evaluate compliance with all applicable laws.

#### **20.4 Classification of Solid Waste, Hazardous Waste, Recycled Materials and/or Beneficial Use Materials**

20.4.1 The Contractor shall properly classify material as Solid Waste, Hazardous Waste or fill material in accordance with NJDEP standards and requirements, and in consideration of any testing results or data received from the Authority regarding evaluation of the materials at the Site. The Authority reserves its right to verify the status of material as Solid Waste, Hazardous Waste or otherwise. In the event of a question or dispute as to the proper classification of any material, the final determination shall be made by the Authority in consultation with its consultants and/or independent testing laboratory.

20.4.2 If the material is classified as a “Solid Waste” then the Contractor shall be responsible for arranging to handle, transport and dispose of the material as a Solid Waste as required by applicable law and this Article 21. If the material is classified not as a waste, but as a beneficial use, such as landfill cover, then the Contractor shall arrange for the proper transportation and disposal of such material as permitted by law and this Agreement.

### **21.0 LEGAL RELATIONS AND ADDITIONAL PROVISIONS**

#### **21.1 Notices.**

All notices or other communications required by this Agreement shall be in writing and sent by certified mail, return receipt requested, postage prepaid or by FedEx or similar guaranteed overnight courier and shall be deemed delivered on the day after the notice or other communications was deposited in the mail or with such overnight courier. Notices shall be addressed as directed in Appendix A.

#### **21.2 Governing Law**

The Contract Documents, and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of the State of New Jersey

without reference to conflict-of-laws principles.

### **21.3 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.

### **21.4 Legal Requirements**

The Contractor shall keep fully informed of all Legal Requirements, including, but not limited to, all Federal, State and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having jurisdiction or authority, which in any manner may affect those engaged or employed to perform Work on the Project, or which in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with, and shall cause its agents and employees to observe and comply with, all such laws, ordinances and regulations orders and decrees, and shall protect and indemnify the Authority and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree whether by the Contractor or its employees, agents, Subcontractors of any tier, suppliers or materialmen. If any discrepancy is discovered between the Contract Documents and any such law, ordinance, regulation, order or decree, the Contractor shall immediately report the same to the Authority in writing.

### **21.5 State Inspector General.**

The Office of the State Inspector General, or any other State inspecting or oversight agency may, at its discretion, investigate, examine and inspect the activities of the Contractor and all other parties involved with the Project relating to the construction and financing of the Project and to the implementation of the Educational Facilities Construction and Financing Act, P.L. 2000, c. 72 (N.J.S.A. 18A:7G-1 et seq.). The Office of the State Inspector General, or any other State inspecting or oversight agencies may require the Contractor or any other party involved with the Project to submit duly verified reports which shall include such information and be in such form as they may require. In addition to the foregoing, the Office of the State Inspector General, or any other State inspecting or oversight agencies may investigate, examine, inspect, or audit in any manner and at such times as they may deem necessary. The Contractor shall include in any and all contracts with Subcontractors a provision requiring such Subcontractors to permit the Office of the State Inspector General, or any other State inspecting or oversight agencies, in their discretion, to investigate, examine, inspect or audit in any manner and at such times as they may deem necessary.

### **21.6 State Sales Tax**

Materials, supplies or services for exclusive use in erecting the structures or buildings or otherwise improving, altering or repairing the School Facility pursuant to the Contract Documents are exempt from New Jersey State sales tax. Purchases or rentals of equipment are not exempt from any tax under the State Sales Tax Act. The Contractor hereby warrants that it will not pay, and will not cause the Authority to pay, charges for sales tax for such exempt items.

## **21.7 Assignment of Contract Funds and Claims**

The Contractor shall not transfer or assign to any party any Contract funds, due or to become due, or claims of any nature it may have against the Authority, without the written approval of the Authority. The Authority, in its sole discretion and considering the interests of the Authority, the State and the Project School District, may grant or deny such approval.

## **21.8 Independent Contractor**

The relationship of the Contractor to the Authority is that of an independent contractor, and the Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it shall neither hold itself out as nor claim to be an officer or employee of the Authority. The Contractor shall not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Authority, including, but not limited to, workers compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

## **21.9 Third Party Beneficiary Clause**

21.9.1 It is specifically agreed between the parties executing this Contract that no provision of the Contract is intended to make any other person, company or entity, including, but not limited to, any member of the public, a third party beneficiary to this Contract or the Contract Documents, or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

21.9.2 No individual, firm, corporation, or any combination thereof, that supplies materials, labor, services, or equipment to the Contractor for the performance of the Work shall be considered a third party beneficiary of the Contract.

## **21.10 Limitation of Liability**

Whether as a result of breach of Contract, tort (including negligence), or otherwise, the Authority will not be liable to the Contractor for any special, consequential, incidental, or penal damages including, but not limited to, loss of profit or revenues, loss of rental value for Contractor-owned equipment, damages to associated equipment, cost of capital, punitive damages or interest of any nature.

## **21.11 Affidavit Concerning Gifts to Authority Employees and Agents**

The Contractor shall not give any gifts of any nature, nor any gratuity in any form whatsoever, nor loan any money or anything of value to any Authority employee or relative thereof. The Contractor shall not rent or purchase any equipment or supplies of any nature

whatsoever from any Authority employee or relative thereof. Similarly, such gifts, gratuities, loans, rentals or purchases shall not be given to or made from any agent of the Authority during the period of time that such agent is performing any function related in any way to the Project. Before receiving final payment, the Contractor shall execute, under oath, any affidavit, on forms provided by the Authority, stating under oath that it has given no such prohibited gift, gratuities, or loans nor made any such prohibited rentals or purchases.

## **21.12 Disclosure of Political Contributions**

21.12.1 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.

21.12.2 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. .

## **21.13 Personal Liability of Public Officials.**

In carrying out any of the provisions of the Contract, or in exercising any power or authority granted to them by or within the scope of the Contract, no officer, member of the Board, or employee of the Authority shall be liable either personally or as officials of the Authority, it being understood that in all such matters these individuals act solely as agents and representatives of the Authority.

## **21.14 No Waiver of Legal Rights.**

A waiver on the part of the Authority of any breach of any part of the Contract is not to be held to be a waiver of any other or subsequent breach by any party.

## **21.15 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 payment.

## 21.16 Copyrights and Patents

21.16.1 If the Contractor employs any design, device, material, or process covered by letters of patent or copyright, it shall provide for such use by suitable legal agreement with the patent holder. The Contractor shall assume all costs, including attorney's fees, arising from its use of patented or copyrighted designs, materials, equipment, devices, or processes for this Project.

21.16.2 The Contractor shall defend, indemnify and hold harmless the Authority, the Project School District and the State from any and all claims for infringement by reason of the use of any patented design, device, material, equipment or process, or any trademark, copyright, trade secret or any other material protected in any manner from use or disclosure, and shall indemnify the Authority, the Project School District and the State for any costs, expenses and damages, including attorney's fees, that it may incur by reason of an infringement at any time during the performance, or after the acceptance, of the Work.

## 21.17 Environmental Protection

The Contractor shall comply with all applicable Federal, state and local Legal Requirements concerning protection of the environment, including but not limited to, any Remedial Action Work Plan applicable to the Project. Necessary precautions shall be taken to prevent pollution of streams, lakes, ponds, rivers, wetlands, groundwater, and reservoirs with chemicals, fuels, oils, bitumens, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

## 21.18 Performance of Work within the United States

21.18.1 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.

21.18.2 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.

**ATTACHMENT E**

**SAFETY MANUAL**

*{see attached sheets}*



STATE OF NEW JERSEY

**SCHOOLS DEVELOPMENT AUTHORITY**

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***NJSDA***  
***SAFETY MANUAL***

***June 2009***

**NJSDA SAFETY MANUAL**

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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”), prior to the start of work.

### ***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 Authority 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 Safety Unit 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 (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	

<b>Legend</b>	Lead •	Assist o	Approve A	Monitor M
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\* - 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 of 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

## **NJSDA SAFETY MANUAL**

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 medical 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 identification badges to all tradespersons who have completed the site-specific safety orientation.
- ❖ 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**

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- 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, brazing, 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 Authority 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 not 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 four (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 six (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<sup>0</sup>, 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 four (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 shall only 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.

## NJSDA SAFETY MANUAL

- 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 Contractor 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 (26 pages)
- FORM "C-1" SUPERVISOR'S INCIDENT INVESTIGATION REPORT –  
Worker's Compensation
- FORM "C-2" SUPERVISOR'S INCIDENT INVESTIGATION REPORT –  
General Liability
- FORM "C-3" SUPERVISOR'S INCIDENT INVESTIGATION REPORT –  
Builder's Risk
- FORM "D" SAFETY INSPECTION CHECKLIST (3 pages)
- FORM "E" TOOLBOX TALK REPORT
- FORM "F" CONFINED SPACE ENTRY PERMIT (2 pages)
- FORM "G" HOT WORK PERMIT
- FORM "H" JOB SAFETY ANALYSIS/TASK HAZARD ANALYSIS/JOB HAZARD  
ANALYSIS
- FORM "I" ACCEPTANCE OF SITE-SPECIFIC HEALTH AND SAFETY PLAN
- FORM "J" SAFETY DOCUMENT SUBMITTAL LOG AND CHECKLIST



**Report of Unsafe Acts or Conditions**

Project/Site \_\_\_\_\_  
School District: \_\_\_\_\_  
Time of Day: \_\_\_\_\_

Contract No.: \_\_\_\_\_  
Date: \_\_\_\_\_

***Location of Unsafe Act/Condition:***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Existing Condition that You Feel is Unsafe:***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Unsafe Act:***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Contractor:**

**Reported to:**

**Name (Optional):**

**Phone Number (Optional):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## **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 Authority. 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:**

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**GENERAL DESCRIPTION OF PROJECT SCOPE:**

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**EMPLOYEE AWARENESS OF SAFETY:** Describe methods used to foster or promote employee awareness of health and safety matters (e.g. safety meetings, incentives, etc.)

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

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**SUBPART D – OCCUPATIONAL HEALTH AND ENVIRONMENTAL CONTROLS**

Are there any special environmental conditions that require special attention.

Identify any radiation that may exist as part of your work, including but not limited to, any laser technology and/or any testing equipment.

**COMMENTS:**

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**PROPOSED CONTROLS:** (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazard identified above.)

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**COMPETENT PERSONS:** As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

**Competent Person(s):**

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

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**SUBPART E – PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Identify if there are any special conditions that require unusual apparatus, additional PPE (respiratory, overhead, chemical concerns, etc.).

**COMMENTS:**

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**PROPOSED CONTROLS:** (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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**COMPETENT PERSONS:** As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

**Competent Person(s):**

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

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**SUBPART F – FIRE PROTECTION AND PREVENTION**

Identify areas where extinguishers, entry of fire department, collaboration of fire department and site, storage of tanks, etc., must be considered. Discuss fire protection of existing facilities.

**COMMENTS:**

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**PROPOSED CONTROLS:** (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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**COMPETENT PERSONS:** As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

**Competent Person(s):**

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

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**SUBPART G – SIGNS, SIGNALS, AND BARRICADES**

Identify any signage, such as directional, entry, labeling, hazmat, storage, fencing, etc. This shall include any areas that need to be barricaded. Also provide a Sidewalk Bridging Plan, if applicable.

**COMMENTS:**

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**PROPOSED CONTROLS:** (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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**COMPETENT PERSONS:** As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

**Competent Person(s):**

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

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**SUBPART H – MATERIALS HANDLING, STORAGE, USE, AND DISPOSAL**

Identify any special conditions that exist such as contaminated materials, handling of material around occupied spaces on and off site, placement of disposal area, etc. Include discussion of trucking routes to and from site as applicable.

**COMMENTS:**

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**PROPOSED CONTROLS:** (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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**COMPETENT PERSONS:** As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

**Competent Person(s):**

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

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**SUBPART I – TOOLS–HAND AND POWER**

Identify any special conditions that apply.

**COMMENTS:**

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**PROPOSED CONTROLS:** (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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**COMPETENT PERSONS:** As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

**Competent Person(s):**

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

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**SUBPART J – WELDING AND CUTTING**

Identify any special conditions that apply.

**COMMENTS:**

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**PROPOSED CONTROLS:** (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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**COMPETENT PERSONS:** As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

**Competent Person(s):**

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

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**SUBPART K – ELECTRICAL**

Identify any specific site conditions relative to power entering the job site and temporary power locations. Also include discussions relative to transformers, overhead power lines, high-tension power lines, etc.

**COMMENTS:**

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**PROPOSED CONTROLS:** (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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**COMPETENT PERSONS:** As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

**Competent Person(s):**

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

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**SUBPART L – SCAFFOLDS**

Submit Scaffolding Plan in sketch form to PMF and NJSDA.

**COMMENTS:**

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**PROPOSED CONTROLS:** (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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**COMPETENT PERSONS:** As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

**Competent Person(s):**

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

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**SUBPART M – FALL PROTECTION**

Identify any special conditions that may apply

**COMMENTS:**

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**PROPOSED CONTROLS:** (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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**COMPETENT PERSONS:** As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

**Competent Person(s):**

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

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

Identify any special conditions that apply.

**COMMENTS:**

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**PROPOSED CONTROLS:** (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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**COMPETENT PERSONS:** As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

**Competent Person(s):**

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

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**SUBPART O – MOTOR VEHICLES, MECHANIZED EQUIPMENT, ETC.**

Identify any special conditions that apply.

**COMMENTS:**

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**PROPOSED CONTROLS:** (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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**COMPETENT PERSONS:** As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

**Competent Person(s):**

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

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**SUBPART P – EXCAVATIONS**

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

**COMMENTS:**

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**PROPOSED CONTROLS:** (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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**COMPETENT PERSONS:** As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

**Competent Person(s):**

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

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**SUBPART Q – CONCRETE AND MASONRY CONSTRUCTION**

Identify any special conditions that apply.

**COMMENTS:**

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**PROPOSED CONTROLS:** (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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**COMPETENT PERSONS:** As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

**Competent Person(s):**

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

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**SUBPART R –STEEL ERECTION (AND PRECAST CONCRETE ERECTION)**

Provide erection sequences and crane locations as a part of the Site Logistics Plan. Identify special soil conditions that may have an impact on bearing capacity for erection equipment. If available, provide Site Logistics Plan.

**COMMENTS:**

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**PROPOSED CONTROLS:** (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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**COMPETENT PERSONS:** As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

**Competent Person(s):**

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

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

Identify if this section applies or not.

**COMMENTS:**

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**PROPOSED CONTROLS:** (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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**COMPETENT PERSONS:** As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

**Competent Person(s):**

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

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**SUBPART T – DEMOLITION**

Identify demolition required in and outside of occupied spaces. Identify specific environmentally hazardous materials that may be encountered, such as underground storage tanks (UST), etc.

**COMMENTS:**

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**PROPOSED CONTROLS:** (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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**COMPETENT PERSONS:** As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

**Competent Person(s):**

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

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**SUBPART U – BLASTING AND USE OF EXPLOSIVES**

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

**COMMENTS:**

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**PROPOSED CONTROLS:** (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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**COMPETENT PERSONS:** As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

**Competent Person(s):**

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

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**SUBPART V – POWER TRANSMISSION AND DISTRIBUTION**

Identify any specific site conditions relative to power entering the job site and temporary power locations. Also include discussions relative to transformers, overhead power lines, high-tension power lines, etc.

**COMMENTS:**

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**PROPOSED CONTROLS:** (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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**COMPETENT PERSONS:** As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

**Competent Person(s):**

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

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**SUBPART W – ROLLOVER PROTECTIVE STRUCTURES, OVERHEAD PROTECTION**

Identify any special conditions that apply.

**COMMENTS:**

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**PROPOSED CONTROLS:** (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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**COMPETENT PERSONS:** As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

**Competent Person(s):**

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

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**SUBPART X – STAIRWAYS AND LADDERS**

Identify any special conditions that apply.

**COMMENTS:**

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**PROPOSED CONTROLS:** (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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**COMPETENT PERSONS:** As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

**Competent Person(s):**

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

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**SUBPART Y – COMMERCIAL DIVING OPERATIONS**

Identify any special conditions that apply

**COMMENTS:**

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**PROPOSED CONTROLS:** (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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**COMPETENT PERSONS:** As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

**Competent Person(s):**

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

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**SUBPART Z – TOXIC AND HAZARDOUS SUBSTANCES**

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

**COMMENTS:**

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**PROPOSED CONTROLS:** (Work practices, personal protective equipment, training, and/or emergency procedures that will be used to ensure the safety of workers, and on-site personnel and the general public, against the hazards identified above.)

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**COMPETENT PERSONS:** As applicable, identify the Qualified and/or certified person(s) responsible for oversight of a particular hazardous operation. The Competent Person is required to conduct daily, documented site inspections.

**Competent Person(s):**

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

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*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: \_\_\_\_\_



*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: \_\_\_\_\_



*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: \_\_\_\_\_



***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			





**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. \_\_\_\_\_



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:





HOT WORK PERMIT

School District: \_\_\_\_\_ Project/Site: \_\_\_\_\_

TIME HOT WORK ALLOWED: \_\_\_\_\_ TO: \_\_\_\_\_ DATE: \_\_\_\_\_

JOB DESCRIPTION: \_\_\_\_\_

PERSON DOING THE WORK MUST CHECK ITEMS & SIGN BELOW

TYPE OF WORK

- ELECTRIC WELDING, CHISELING, GRINDING, BRAZING, SOLDERING, GAS WELDING, BURNING, OTHER, MELTING POT, RED HEADING, POWER GUN, HAMMERING, DRILLING

- HAND FIRE EXTINGUISHER IN AREA, COMBUSTIBLE MATERIALS REMOVED FROM AREA, COMBUSTIBLE MATERIALS REMOVED FROM AREA BELOW, ALL FLAMMABLE LIQUIDS REMOVED FROM AREA, ALL FLAMMABLE GAS SHUT-OFF AND ISOLATED, WELDING SCREENS POSITIONED WHERE NEEDED, SHEATHING PROVIDED WHERE NEEDED, WELDING CABLES & HOSES OUT OF TRAVEL AREAS OR SECURED AT LEAST 7' OVERHEAD, VAPOR COMBUSTION TEST CONDUCTED, VAPOR COMBUSTION TEST CONDUCTED WHERE NECESSARY IF TESTED, WHO CONDCUTED TEST?, TEST RESULTS, USING PIPE AS REQUIRED ON SPECIAL WORK PERMIT

- ALARMS MUST BE CUT OFF, CUT OFF BLDG. SPRINKLERS, FIRE WATCH REQUIRED, VAPOR/GAS COMBUSTION TEST REQUIRED

(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

## JOB SAFETY ANALYSIS/TASK HAZARD ANALYSIS

Job Title/Description:		Date: _____ Page: _____ of _____	
Trade:		Supervisor:	
Location:		Analysis By:	
Company/Organization:		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)			



STATE OF NEW JERSEY

# SCHOOLS DEVELOPMENT AUTHORITY

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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 (PMF): \_\_\_\_\_

CM/PMF Representative: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_



## SAFETY DOCUMENT SUBMITTAL LOG AND CHECKLIST

	Yes	No
Written Site Specific Safety and Health Plans for contractors and subcontractors;	<input type="checkbox"/>	<input type="checkbox"/>
Hazard communication program, including current Material Safety Data Sheets;	<input type="checkbox"/>	<input type="checkbox"/>
Contractor and Subcontractor daily job site safety inspection reports, including documentation of corrective measures;	<input type="checkbox"/>	<input type="checkbox"/>
Documentation of weekly "toolbox" safety meetings, including names of employees and topics;	<input type="checkbox"/>	<input type="checkbox"/>
Accident investigation reports, including "near-miss" incidents;	<input type="checkbox"/>	<input type="checkbox"/>
Competent person qualifications and identification;	<input type="checkbox"/>	<input type="checkbox"/>
OSHA Forms 300 and 300a;	<input type="checkbox"/>	<input type="checkbox"/>
Job Hazard Analysis;	<input type="checkbox"/>	<input type="checkbox"/>
Copies of weekly safety inspection reports;	<input type="checkbox"/>	<input type="checkbox"/>
Progress/Coordination Meeting minutes; and	<input type="checkbox"/>	<input type="checkbox"/>
Any other safety documents required by contract.	<input type="checkbox"/>	<input type="checkbox"/>
Section 4.0 of the SDA Safety Manual, 'Safety Related Meetings and Training', identifies the safety 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;	<input type="checkbox"/>	<input type="checkbox"/>
Toolbox Safety Meetings;	<input type="checkbox"/>	<input type="checkbox"/>
Progress/Coordination Meetings;	<input type="checkbox"/>	<input type="checkbox"/>
Weekly Safety Meeting;	<input type="checkbox"/>	<input type="checkbox"/>
Pre-Shift Hazard Recognition Training/Meeting:	<input type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation, Builder's Risk, and General Liability Review and Management Meetings; and	<input type="checkbox"/>	<input type="checkbox"/>
Required Training by Trade.	<input type="checkbox"/>	<input type="checkbox"/>