

**SPECIFICATIONS
FOR
NEW FIRE ALARM SYSTEM AT
CHURCH STORE BUILDING
TOWNSHIP OF BERKELEY HEIGHTS, COUNTY OF UNION, NEW JERSEY
BA#41-2013; UNION COUNTY ENGINEERING PROJECT #2010-024**

APRIL 2013

**UNION COUNTY OFFICIALS
BOARD OF CHOSEN FREEHOLDERS**

Linda Carter, Chairman
Christopher Hudak, Vice Chairman
Bruce Bergen, Freeholder
Angel G. Estrada, Freeholder
Mohamed S. Jalloh, Freeholder
Bette Jane Kowalski, Freeholder
Alexander Mirabella, Freeholder
Daniel P. Sullivan, Freeholder
Vernell Wright, Freeholder

CLERK OF THE BOARD

James E. Pellettiere

COUNTY MANAGER

Alfred J. Faella

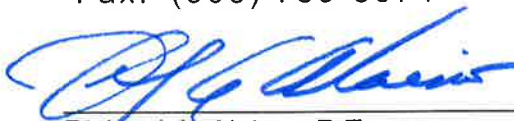
DEPARTMENT OF ENGINEERING, PUBLIC WORKS & FACILITIES

Joseph A. Graziano, Sr., CPWM, Director

**COUNTY ENGINEER
DIVISION OF ENGINEERING**

Thomas O. Mineo, P.E.
2325 South Avenue
Scotch Plains, New Jersey 07076
Telephone: (908) 789-3675
Fax: (908) 789-3674

PREPARED BY:



Richard A. Alaimo, P.E.
N.J. Professional Engineer
License No. 13195

4/1/13

DATE:

Alaimo Group
Consulting Engineers
200 High Street, Mount Holly, New Jersey 08060
(609) 267-8310

**NEW FIRE ALARM SYSTEM AT CHURCH STORE BUILDING
TOWNSHIP OF BERKELEY HEIGHTS, COUNTY OF UNION, NEW JERSEY**

BA#41-2013; Union County Project No. 2010-024

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- Subcontractor Identification Certification
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- Contractor Business Registration Certificate
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Uncompleted Contracts Affidavit
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(Draft form until contract is awarded)

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(Draft form until contract is awarded)

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**COUNTY OF UNION
NOTICE TO BIDDERS**

Sealed bids will be received by the director of the Division of Purchasing, or his designee, at the County of Union, New Jersey on May 7, 2013 at 2:00 p.m., prevailing time, in the 3rd Floor Conference Room, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

**NEW FIRE ALARM SYSTEM AT CHURCH STORE BUILDING
TOWNSHIP OF BERKELEY HEIGHTS, COUNTY OF UNION, NEW JERSEY
BA#41-2013; UNION COUNTY ENGINEERING PROJECT NO. 2010-024**

Bid Packages may be obtained at no charge by registering and downloading at <http://ucnj.org/bid-specs>. Bid Packages may also be obtained in person from the Division of Engineering at 2325 South Avenue, Scotch Plains, New Jersey 07076 between 8:30 a.m. and 4:00 p.m. weekdays upon payment of a non-refundable money order or bank check in the amount of \$275.00 made payable to the County of Union. No Personal / Company checks will be accepted. Requests for mailing of specifications will not be honored. For further information please call 908-789-3675.

Bidders on this project are required to be classified by the State of NJ, Division of Property Management and Construction (DPMC) under classification # CO49 Fire Alarm/Signal Systems, as well as other documentary requirements as set forth in the INSTRUCTION TO BIDDERS found in the bid specifications.

Please note that if the project budget is \$5 Million or more, a signed PROJECT LABOR AGREEMENT shall be required. The form of same shall be provided in the bid package.

The County reserves the right to reject any and all bids and to waive any and all informalities in the bid.

Bids shall be submitted in a sealed envelope and clearly marked with the subject of the bid, name and address of the bidder, phone & fax number, and date of the bid opening. Each bid must be delivered to the Division of Purchasing prior to the stated time of the opening of the bids. No late bids will be accepted. The County will not be responsible for late delivery by the U.S. Mail or any other carrier.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.S.A.C. 17:27.

MICHAEL M. YUSKA – DIRECTOR OF PURCHASING

**UNION COUNTY BOARD
OF CHOSEN FREEHOLDERS**

We're Connected to You!

NB-1

**UNION COUNTY BOARD OF CHOSEN FREEHOLDERS
INSTRUCTIONS TO BIDDERS AND FORMS**

DEFINITIONS

Wherever reference is made to the County, Title of Project, Bidder, or Vendor/Contractor they shall be as follows:

OWNER/COUNTY:

Union County Board of Chosen Freeholders
UC Administration Building, 6th Floor
10 Elizabethtown Plaza
Elizabeth, New Jersey 07207

ADDRESS BIDS AND SUBMIT TO:

Union County Division of Purchasing
UC Administration Building, 3rd Floor
10 Elizabethtown Plaza
Elizabeth, NJ 07207
Attn: Michael Yuska, QPA, Director, Division of Purchasing
Telephone: 908-527-4130
Facsimile: 908-558-2548

TITLE OF PROJECT: New Fire Alarm System at Church Store Building
Township of Berkeley Heights, County of Union, New Jersey
BA#41-2013; UC Engineering Project #2010-024

BIDDER: Bidder shall be a single overall contract bidder

ENGINEER: Alaimo Group, Consulting Engineers
200 High Street, Mount Holly, New Jersey 08060

COUNTY ENGINEER AND/OR CONSTRUCTION MANAGER (as applicable):

COUNTY ENGINEER:

Thomas O. Mineo, P.E.
Union County
Division of Engineering
2325 South Avenue
Scotch Plains, NJ 07076
Office: (908) 789-3675
Facsimile: (908) 789-3674
Email: tmineo@ucnj.org

GENERAL SPECIFICATIONS

1. BID FORM

Bids for this Work will be enclosed in a sealed envelope addressed to the Purchasing Division, County of Union, New Jersey, Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207, with the full name of the Project clearly marked on the outside. Refer to the sheet marked "Notice of Bid (Advertisement)" for the correct name of the Project. Bidders must submit their bids on the attached pricing sheet (Bid Form), in a sealed envelope addressed to the County and bearing on the outside: the name of the Bidder, Bidder's business address, and the title of the Project.

The Division of Purchasing will receive the bids for this Work at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey on the date and time noted on the sheet marked "**Notice of Bid (Advertisement)**".

The County will not assume responsibility for bids forwarded by mail. It is the individual's responsibility to see that the bids are presented to the Purchasing Division at the time and at the place designated.

Bids will be accepted only on the Bid Form supplied. Bids on forms other than the original supplied herein will be rejected. The "complete" Bid Documents includes the Bid Bond, Bid Form, Bidder's Checklist, Consent of Surety, Ownership Disclosure Certification, Non-Collusion Affidavit, and any other documents noted in these Instructions to Bidders or Contract Document to be submitted with this Bid. (See AIA Owner/Contractor Agreement & General Conditions attached.)

The bidder will state in the bidding sheet the price per unit of measure for each scheduled Item of Work for which he will agree to carry out the Work, and the Total Bid Price for the construction of the Project.

The prices in the Bid Form shall be typed or written in pen and ink. Erasures or alterations must be initialed by the bidder in ink.

The bidding sheet for this Project may include a fixed amount as a Bid Allowance. If applicable, all bidders are required to add this fixed amount to their base bid and to include this additional amount in their Bid Bond. This sum will be included in the Contract as well as the performance, labor and materials bond. Payment by the County will be made to the Contractor from these funds only upon the completion of extra Work pursuant to a written Change Order(s) signed by the County's Engineer or his designee and the Contractor, prior to the commencement of such Work. Work commenced prior to written approval by the County shall be done at Contractor's risk. Such payment will only be in the amount agreed to by the parties, in writing in the Change Order(s). See Section 38, Change Orders, of these general specifications for further details.

Refer to Bid Document Submission Checklist for all required documents.

In the event there is a discrepancy between the unit price given and the extended total, the unit price will govern. Any discrepancies will be mathematically adjusted.

Insert applicable alternates, if any have been specified, applicable to the Bidder's Work. All alternates MUST be bid upon. Any Bidder's failure to do so will be deemed a material, non-waivable defect and shall render the bid nonresponsive. The Bidder shall clearly designate whether the change in price is an addition or subtraction, by using either a "+" sign or the word "addition", or in the alternative, a "-" sign or the word "minus". If there is no other change in price, the Bidder shall insert "NC" or "No Charge".

When two or more low bids are equal in all respects, awards will be made according to the provisions of N.J.S.A. 40A:11-6.1(d).

Where unit prices have already been established by the Contract Documents, the Bidder agrees that such unit prices shall prevail. All unit prices, whether filled in by the Bidder or established by the Contract Documents, shall become part of the Contract. No bid will be considered or award made, unless applicable unit prices, as required, are filled in.

The County reserves the right to reject any or all bids and also reserves the right to waive any informality in the bids received so long as said waiver is not of a response which is considered to be material and non-waivable pursuant to law.

The County of Union has the right to reject any and all bids from any bidder that is in, or contemplates bankruptcy of any chapter of nature. Said bidder shall notify the County, in writing, of any condition or knowledge of the same.

Conditional bids will not be accepted. Bids may be withdrawn prior to the advertised time for the opening of bids or authorized postponement thereof or in accordance with the provisions of N.J.S.A. 40A:11-23.3 discussed below. Bids received after the advertised time shall not be considered. Bidders shall be solely responsible for premature opening or late delivery of bids not properly marked, addressed, or directed.

2. WITHDRAWAL OF BID DUE TO MISTAKE

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing**, by certified or registered mail to Michael M. Yuska, QPA, Director, Division of Purchasing, County of Union, New Jersey, Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207. The

bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, Michael M. Yuska, QPA, Director of the Division of Purchasing or his designee may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid **shall** contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the County's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The County will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

3. QUALIFICATIONS OF BIDDERS AND REQUIRED SUBMISSIONS

The County may make such investigation as it deems necessary to determine the ability of the Bidders to perform the Work, which includes investigation of any and all subcontractors listed with the bid. The Bidder shall furnish any information and data for this purpose as the County may request.

4. INTERPRETATIONS AND ADDENDA

Any explanation desired by a bidder regarding the meaning or interpretation of the Contract Documents must be requested in writing to the County Engineer or Design Professional as the case may be and with reasonable time allowed for a reply to reach bidders before submission of their bids. Any interpretation or instruction made by the County Engineer will be in the form of an addendum to the Contract Documents or clarification and will be furnished to all prospective bidders. Oral explanations or instructions given before the award of the Contract will not be binding. Bidders are required to bring to the attention of the County Engineer, the discovery of any apparent ambiguity, inconsistency, error, discrepancy, omission in the Contract Documents for interpretation and correction at least ten (10) working days before opening of bids with the exception of Saturdays, Sundays and holidays.

All Addenda issued through the Offices of the County Engineer are amendments to the Contract Documents and shall be considered in preparing bids. Same shall become part of the Contract Documents.

Addenda take precedence over all earlier documents and over each other according to the latest date. Addenda unless themselves interpretive remain subject to interpretation the same as any other document incorporated in the Contract.

Addenda may be issued by the County Engineer up to seven (7) working days prior to the opening of bids. Failure of any bidder to receive an addendum shall not relieve such bidder from the obligation imposed by such addendum. Bidders are to keep themselves currently acquainted with the Contract Documents during the entire bidding period and make inquiry on their own initiative as to issuance of any Addenda. Receipts of all Addenda shall be acknowledged on the "*Acknowledgement of Receipt of Changes*" included in the bid package and must be submitted with the bid.

5. OBLIGATION OF BIDDER TO INSPECT SITE AND CONTRACT DOCUMENTS

At the time of the opening of bids, each Bidder will be presumed to have inspected the site(s) and to have read, and be thoroughly familiar with the Contract Documents. The failure or neglect of any Bidder to receive or examine any form, instrument, or document shall in no way relieve any Bidder from any obligation in respect to its bid.

The Bidder shall examine the contents of the Project Manual and the set of Drawings and assure itself that all pages of the Specifications, Drawings, and other Contract Documents are included in the documents obtained for bidding purposes. Should the Specifications, Drawings, and other Contract Documents be incomplete, the Bidder shall notify the County Engineer in writing, who will supply the Bidder with any missing pages of Specifications, Drawings, or other Contract Documents. The lack of such written notification by the Bidder will be construed as evidence that the Specifications, Drawings, or other Contract Documents supplied it for bidding purposes are full and complete and as a waiver of any subsequent claim to the contrary.

6. BID AND PERFORMANCE GUARANTEE

Each bidder must furnish a Bid Bond, Certified Check or Bank Cashier's Check in the amount of ten percent (10%) of the Bid. Checks shall be drawn to the order of the County of Union, New Jersey, not to exceed \$20,000.

Each bidder must furnish with the bid a certificate from a Surety Company, i.e. Consent of Surety, stating that in the event of the contract being awarded to said bidder, such Surety Company will provide the Contractor with Bonds guaranteeing the faithful performance of the Work in accordance with the plans and specifications, and the payment for labor, materials, and all other indebtedness which may accrue on the account of this Work. A Performance, Labor and Materials bond will be furnished by the Contractor upon an award of Contract, and will be in the amount of 100% of the contract price.

A one-year Maintenance Bond will be required upon acceptance of the Project by the County in the amount as stated in Section 16 of the General Specifications. Bonds will be written by a firm authorized to issue the bonds under the laws of the State of New Jersey and be in a form acceptable to the County Counsel.

N.J.S.A. 40A:11-1.1 et. seq. allows the prime Contractor to furnish the Performance Security for his Subcontractors. The County of Union requires Performance Security to be furnished by the prime contractor for the entire job in the total amount of the contract.

The County of Union shall award the contract or reject all bids within sixty (60) days; except that the bids of any bidders who consent thereto may, at the request of the County be held for consideration for such longer periods as may be agreed.

The County will return all certified checks or cashier's checks after the proposals have been opened, read, tabulated and checked except those of the three (3) bidders who have bid the lowest total price for carrying out the Project. The County will return the checks of these bidders when a contract is awarded to the successful bidder within ten (10) days after the award of the contract.

If the successful bidder refuses or neglects to sign the said Agreement and furnish the required bonds, the Bid Bond will be held and used by the County to offset any damages for such refusal or neglect.

7. COMMENCEMENT AND COMPLETION

Work will not commence until a Notice to Proceed is received from the County Engineer.

Upon substantial completion of the Project, the Contractor must request a joint inspection with the County Engineer. Upon completion of this inspection, the County Engineer will prepare a list of incomplete or incorrect items (punch list) and have Contractor initial and date same. The Contractor shall rectify all deficiencies noted on the punch list within 30 calendar days of receipt of the list. The County Engineer may approve extensions for extenuating circumstances.

8. BIDDER AFFIDAVIT

All Bidders are required to complete, sign, and submit with their Bid, the attached "Affidavit Regarding List of Debarred, Suspended or Disqualified Bidders". (See form enclosed)

9. CLASSIFICATION AND QUALIFICATION OF BIDDERS

Pursuant to Ordinance Number 557-2002 as adopted by the County on September 5, 2002, all bidders on contracts for public works shall be classified and qualified in accordance with NJSA 40A:11-25 as well as NJSA 52:35-1 et. seq. (See Section 52 of the General Specifications)

This provision shall not apply to subcontractors.

10. UNCOMPLETED CONTRACTS (BUILDING PROJECTS ONLY)

The Bidder shall submit a current Classification/Prequalification Certificate and accompanying form(s) indicating the dollar amount of uncompleted contracts, and a notarized and itemized list of these uncompleted contracts in the form provided, with their bid. (See form enclosed)

11. BID SECURITY

All Bidders are required to submit a form of Bid Security with their bids.
(Bid Bond or Certified Funds)

The Bid Security shall be in the amount of ten percent (10%) of the Bid, but not in excess of Twenty Thousand Dollars (\$20,000.00), and payable to the order of the "County of Union."

12. LABOR AND MATERIALS

The prices will cover all costs of any nature incident to and growing out of the Work, including all labor, material, equipment, transportation, loss by damage or destruction of the Project, settlement of damages, and for replacement of defective work or materials. N.J.S.A. 54:32B-1 et seq. exempts all materials sold to the County of Union from sales or use taxes and should not be included in the prices provided on the Bidding Sheet.

13. INSURANCE REQUIREMENTS

The County of Union requires all bidders to be able to comply with the following insurance requirements. In the event a bid is accepted by the County, the bidder must accept the applicable insurance requirements, as set forth below, as part of any contract awarded to it by the County.

1. Automobile Liability Insurance in any amount of not less than \$1,000,000.00 combined single limits for Bodily Injury and Property Damage Liability. A certificate of such current insurance will be provided to the County and will reflect the provision of at least thirty (30) days notice to the County before any major cancellation or major change may be made in the policy.

2. Workers Compensation Insurance insuring the obligations of the Contractor and all Subcontractors under the New Jersey Workers Compensation and Occupational Disability Laws as respects to Work performed under the Contract. Insurance will be extended to include any obligations under the United States Longshoremen's and Harbor Workers Act or any maritime act, when applicable.

3. General Liability Insurance will be provided on a Comprehensive General Liability form with a combined single limit of \$3,000,000.00 per occurrence for Bodily Injury Liability and Property Damage Liability and will include the interest of the County with

respect to Work emanating from the Contract with the County. This insurance will include the following:

- a) Personal Injury Liability
- b) Blanket Contractual Liability applies to assumption of liability under any written Contract
- c) Coverage for A, X, C, U exposures, relating to excavation, blasting, underground damage
- d) Broad Form Property Damage Liability
- e) Products and/or Completed Operations Liability

A Certificate of Insurance will be filed with the County prior to commencement of any Work. This certificate will contain a provision that insurance afforded under the policies will not be canceled without at least thirty (30) days prior written notice being given to the County.

14. INDEMNIFICATION REQUIREMENTS

The County of Union requires all bidders to accept the following indemnification requirements in the event the County accepts their bid. The Contract awarded by the County to the successful bidder will contain the following provision:

“To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the owner and the owner’s consultants, agents, representatives, and employees from and against any and all claims, damages, losses, costs, and expenses, including, but not limited to attorneys’ fees, legal costs and legal expenses arising out of or resulting from the performance of the Contractor’s work under this contract, provided that such claim, damage, loss, cost, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the Contractor, anyone directly or indirectly employed or retained by the Contractor, or anyone for whose acts the Contractor may be liable regardless of whether caused in part by the negligent act or omission of a party indemnified hereunder provided it is not caused by the sole negligence of a party indemnified hereunder. Contractor shall further indemnify and hold harmless the County and the County’s consultants, agents, representative, and employees from and against any and all claims, damages, losses, costs, and expenses, including, but not limited to attorneys’ fees, legal costs and legal expenses, arising out of or resulting from performance of the work, provided that such claim, damage, loss, cost, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the County or the County’s consultants, agents, representatives, or employees and arises out of this project and provided such claim, damage, loss, cost, or expense is not caused by the sole negligence of a party indemnified hereunder.”

15. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall hold the County harmless from loss on account thereof.

16. PLANS AND SPECIFICATIONS

In carrying out the Work, the plan(s) and the specifications will be followed by the Contractor. Minor alterations in the plan may be made or permitted by the County Engineer from time to time and, if no additional Work is necessary, there will be no additional charge for carrying out such minor alterations.

The Contractor shall provide the County Engineer a set of reproducible as-built drawings upon completion of the Project. The Contractor shall maintain an updated construction progress plan in the Project field office at all times.

When applicable, The New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, as amended, and Supplemental Specifications for State Aid Projects, herein after referred to as the "Standard Specifications", are made a part of these specifications and contract for the improvements, and will govern the construction of this Project, the material used and the execution of this Project, except as revised and modified herein. The references to these specifications are given herein for the purpose of aiding in the rapid location of the description of the various items herein specified. The entire Work must be carried on and completed to the satisfaction of the County. The Standard Specifications are amended as follows:

"Any reference to the Commissioner, Department, Department Laboratory, Engineer or Inspector should be redefined to be the County of Union".

17. GUARANTEE AGAINST DEFECTIVE WORK

Prior to final payment being made or before the release of the performance security required by Section 3 above, the Contractor and Surety shall execute and deliver to the County an original Maintenance Bond with an original signature and seal having a penal sum equal to:

- A) One hundred percent (100%) of the final adjusted Contract amount, if such amount is \$50,000.00 or less;
- B) Fifty percent (50%) of the final adjusted Contract amount, if such amount be greater than \$50,000.00 but less than \$250,000.00; and,
- C) Twenty-five percent (25%) of the final adjusted contract amount, if such amount is \$250,000.00 or more.

The Bond and Surety shall be satisfactory to the Union County Counsel. The Surety shall hold a Certificate of Authorization to do business in the State of New Jersey and shall conform to P.L. 1995 c.384, codified as N.J.S.A. 2A:44-143, 144. The Surety Disclosure Statement and Certification required by N.J.S.A. 2A: 44-143, 144, shall be attached to the Bond. Such Maintenance Bond shall remain in full force and effect for a period of one (1) year from the date of Final Completion. Such Maintenance Bond shall also provide that the Contractor and the Surety guarantee to replace for the said period of one (1) year from the date of Final Completion, all Work performed and/or all materials furnished that were not performed or were not furnished in accordance to the terms and performance requirements of the Contract Documents, and will make good any defects thereof which become apparent before the expiration of one (1) year. If, during that period, any part of the Project, in the judgment of the Engineer, is found defective, the Contractor will repair or replace same within five (5) days of receipt of notice from the County Engineer. If the Contractor refuses or neglects to do such Work in the time specified, the County Engineer may have the Work done by others and the Contractor or his Surety thereof will pay the cost.

The Contractor will furnish the County a Maintenance Bond for a percentage of the final adjusted contract price, as stated above. The one (1) year period will start the day of Final Completion of Project by the County. Final payment is conditional on the receipt of a maintenance bond in a form acceptable to County Counsel.

18. TRAFFIC AND STREET MAINTENANCE

The Work must be started and performed by the Contractor in such a manner as to minimize delays to the traveling public. It must be completed in a timely fashion, with little or no inconvenience to traffic and pedestrians, where such inconvenience may be avoided.

All municipal, county, and state roadways shall remain open to traffic unless otherwise provided for in the technical specifications.

If modified traffic patterns are authorized in order to provide a safe working or traveling environment, the Contractor is responsible for providing all equipment, barrels, cones, signs, and barricades to implement the work zone and detours, unless otherwise specified in the technical specifications. All work zones and detours shall be established in accordance with the technical plans and specifications if provided or in strict compliance with the current version of the Manual for Uniform Traffic Control Devices (MUTCD). The Contractor shall obtain approval for these work zones and detour plans from the Municipal Police or applicable police agency and the Union County Bureau of Traffic Maintenance prior to implementation.

All traffic control plans shall provide for safe movement of vehicular, bicycle, and pedestrian traffic. Particular attention shall be given to requirements of the Americans with Disabilities Act.

No portion of any street or alleyway may be used for the storage of any materials or equipment without the approval of the Municipal Police or other applicable police agency. Sidewalks, gutters, drains, fire hydrants and private drives shall be maintained for their intended use unless specifically approved by the County Engineer.

Upon suspension of Work, at the end of the day or for protracted periods, the Contractor shall remove all rubbish and materials from the Work site to the approved storage/staging location. All road cuts, saw cuts, and trenches that may pose hazard to vehicular, pedestrian, or bicycle traffic, to include handicapped users, shall be filled to the surface of the roadway or sidewalk. At no time will steel plates or settled trenches be allowed at the daily suspension of Work, unless specifically approved by the County Engineer.

Use of Traffic Control Officers shall be determined by the County in accordance with the provisions of N.J.S.A. 40A:11-23.1(c). If applicable to the Project, the County shall have provided an allowance for same as set forth in the Bid Form.

With respect to pedestrian traffic, the Contractor shall install signs restricting access of the general public and, as necessary, Union County employees to the area of construction. The Contractor shall provide safe access to required areas and place physical barriers to restricted areas. These barriers may range from caution tape to actual barriers, at the direction of the County Engineer.

19. CONTRACTOR'S EMPLOYEES

The Contractor must employ only suitable and competent labor in the Work, and must remove from the Work any incompetent, unsuitable, or disorderly person upon complaint from the County Engineer.

The parties to any contract resulting from this proposal do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 (discrimination in employment on public works contracts): 34:11-56.25 et seq. (payment of prevailing rate of wages determined pursuant to N.J.S.A. 34:11-56.30 by the Commissioner), and the Rules and Regulations promulgated pursuant thereto, are hereby made a part of any contract and are binding upon them.

There will be no discrimination against any employee who is employed in the Work to be covered by any contract resulting from this bid because of age, race, creed, color, national origin, ancestry, marital status or sex.

Any person, firm, or corporation violating the provisions of this Section will be deemed and judged a disorderly person.

20. OWNERSHIP DISCLOSURES REQUIRED

Pursuant to P.L. 1977, N.J.S.A. 52:25-24.2, the Bidder shall submit with its Bid, or prior to receipt of bids, a statement setting forth the names and addresses of all stockholders in the corporation or partnership bidding who own ten percent (10%) or greater interest therein. (See forms attached)

21. NON-COLLUSION AFFIDAVIT

The Bidder shall submit with its bid either the attached completed "Non-Collusion Affidavit" or a statement of non-collusion with verbiage similar to same.

22. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCES

The successful bidder shall be required to complete and submit an Initial Project Workforce Report, New Jersey Department of Treasury Form AA-201, upon notification of award. Failure to submit this completed form may result in the Contract being terminated.

The successful bidder shall also be required to submit a copy of its Monthly Project Workforce Report, New Jersey Department of Treasury Form AA-202, to the New Jersey Department of Treasury's Division of Public Contracts Equal Employment Opportunity Compliance and to the Board.

23. COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT

The County of Union, in order to fulfill the requirements of N.J.S.A. 34:11-56a.25 et seq, requires that the following additional conditions be strictly followed. The bidders represent that he is not listed or is not on record in the Office of the Commissioner or the Department of Labor and Industry as one who failed to pay prevailing wages in accordance with the provisions of this Act. The bidder agrees to the inclusion of a contract provision upon award which specifically requires said Contractor to fully comply with each and all of the requirements of the aforesaid Act as it relates to prevailing rates of wages on public contracts as set forth in the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 and P.L. 1974, Chapter 64.

A Copy of the Prevailing Wage Rates is attached for your reference. Applicable rates are those wages and fringe benefit rates in effect on the date the contract is awarded. All predetermined rate increases listed at the time the contract award must also be paid, beginning on the dates specified. Rates may change between the time of issuance of this determination and the award of the public works contract. Therefore, prior to the award of the contract, verification must be made with the Public Contracts section, to insure that the rates contained in this determination are still prevailing.

The Contractor agrees to abide and be bound by each and all of the said statutory provisions with respect to the payment of prevailing rates of wages, and acknowledges that

the County reserves the right to terminate the Contractor's (or his subcontractors') right to proceed with the scope of Work, or such portion thereof that relates to the failure to pay prevailing rates of wages. In such event or under the terms of N.J.S.A. 34:11-56.27, the Contractor and his surety will be liable to the County of Union for any excess costs occasioned by such a violation.

The Contractor or subcontractors for this Project will post the Prevailing Wage Rates for each craft and classification involved as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the Work or at such place or places as are used by them to pay workmen their wages.

The County of Union requires a copy of payroll records from the Contractor and subcontractors. Payroll records shall be submitted with each voucher request for payment. Prevailing wage rates may be obtained from the New Jersey Labor, Division of Workplace Standards, Public Contracts Section, (609-292-2259).

In addition to compliance with the New Jersey Prevailing Wage Act, the County requires compliance with procedures established by Resolutions No. 1148-98 and 1167-98 adopted by the Board of Chosen Freeholders on September 24, 1998. The resolutions are furnished in Section 38 of these General Specifications.

UNION LABOR IS PREFERRED ON ALL COUNTY WORK AND, WHERE NOTED, SUBJECT TO A PROJECT LABOR AGREEMENT TO BE EXECUTED BY THE CONTRACTOR AND CONSTRUCTION MANAGER PRIOR TO COMMENCEMENT OF THE WORK. FAILURE OF ANY CONTRACTOR TO COMPLY WITH THIS PROVISION CONSTITUTES A DEFAULT, RESULTING IN IMMEDIATE STOPPAGE OF THE WORK. ANY LOSSES OR OTHER DAMAGES INCURRED BY OTHER PARTIES AS A RESULT OF SAID DEFAULT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

(See Section 54)

The foregoing reference to specific laws will not be deemed to be a limitation of obligation of the Contractor to perform his obligations in full compliance with the provisions and requirements of all federal and state statutes and local ordinances applicable to the Work to be done under the contract.

It is agreed and understood that any contracts and/or orders placed as a result of this proposal will be governed and construed and the rights and obligations of the parties hereto will be determined in accordance with the laws of the State of New Jersey.

Upon completion of the Work, the Contractor will furnish a Certification of Compliance with the New Jersey Prevailing Wage Act. The certificate in a form acceptable to County Counsel is a condition of the final payment. (See form attached)

24. BRAND NAME OR EQUAL

When the Specifications, Forms, and other Contract Documents use “brand name or equivalent” or similar language, the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the goods or services being requested. Where a bidder attempts to submit an equivalent product for a brand name, it shall be the responsibility of the bidder to fully describe and document the product to be provided with the bid in order to establish the equivalence claim.

- A. If the Bidder proposes to offer substitute goods as an equal to those specified herein, the bidder shall so indicate with the Bid Proposal. For the purposes of this paragraph, a proposed item shall be considered equal to goods specified herein if:
 - 1. The County, in its sole discretion, determines that: (i) the goods conform substantially, even with deviations, to the brand name goods specified herein; (ii) the goods are equal to or greater than the brand name goods specified herein in terms of quality, durability, functionality, appearance, strength and design; (iii) the goods are capable, at least as well as the brand name goods specified herein, or performing with existing equipment; and (iv) the goods do not cost the County more than the brand name goods specified herein costs the County.
- B. To offer substitute goods as an equal to those specified herein, it is necessary that:
 - 1. The Bidder submits sufficient information with its bid to permit the County to determine that the goods are equivalent to the brand name goods specified herein, including, but not necessarily limited to the brand, catalog number and specifications/data sheets;
 - 2. The Bidder fully identifies and describes the variations of the goods from the brand name goods specified herein on a separate sheet that is to be submitted with the bid proposal. Bidder’s literature WILL NOT suffice in explaining exceptions to these specifications.
 - 3. The Bidder certifies that the goods (i) are similar in substance to the brand name goods specified, and (ii) are suited to the same use as the item specified;

- C. The County shall be allowed a reasonable time within which to evaluate the Bidder's proposal to offer substitute goods as an equal to those specified herein. The County shall be the sole judge of acceptability. No "or-equal" goods shall be ordered, delivered, assembled, set-up or utilized until the County's evaluation is complete. The County's determination as to equivalency shall be deemed final and absolute.

In the event the Bidder does not provide sufficient supporting documentation with the bid, it will be presumed and required that the brand name goods and services as described in the specifications will be provided.

25. LINES AND GRADES

Normally, horizontal and vertical control points will be provided in the technical specifications. All other surveying will be the responsibility of the Contractor unless otherwise noted.

26. NUMBER OF WORKING DAYS

In accordance with NJSA 40A:11-17, the Work for the within Project shall be completed as specified on the Time of Completion Form. See form attached

There shall be taken a deduction from the contract price, or any wages paid by the County, to any inspector(s) necessarily employed by it on the Work, for any number of days in excess of the number allowed in the specifications.

27. PROMPT PAYMENT OF CONSTRUCTION CONTRACTS (NJ Prompt Payment Act)

Pursuant to NJSA 2A:30A-1 et. seq., payment to the Contractor, other than for Work done pursuant to a contact allowance, where applicable, shall be processed and paid as follows:

1. All contractor bills shall be either approved for payment, or notice provided as to why the bill or any portion of it will not be approved by the representative(s) of the governing body no later than the public meeting following 20 calendar days of the billing date as defined in the statute.
2. If the billing is approved, said bill shall be paid in the payment cycle following the meeting.

28. STOPPING WORK ON ACCOUNT OF BAD WEATHER

Work must only be performed in weather suitable for the type of construction planned or underway. Extremes in temperature, humidity, precipitation, evaporation, etc. can detrimentally affect the constructed product. Refer to the Standard and Technical Specifications for specific items.

29. ACCESS FOR OTHER CONTRACTORS

The Contractor for this Work will give proper access to other contractors who may be employed upon the Project and must not hinder or delay unnecessarily any Work that may be progressing under other contracts.

30. CONDEMNED MATERIALS AND WORK

Any materials and or part of the Work that may be condemned by the County Engineer will be removed and replaced by the Contractor or otherwise rectified, as may be directed by the County Engineer. No payment will be made upon the Work until such faulty work has been made good as may be directed. In the event the Contractor refuses or neglects to make good such faulty work, he will be deemed to have abandoned the contract and proceedings may be taken against him as provided herein.

31. STORAGE

In the event that it is necessary for the Contractor to stockpile or store materials or equipment on the job site, the Contractor shall inform the County of such necessity and the County may offer available space, if any, for storage of such materials or equipment. The Contractor shall use said space only for such purpose. Any and all materials which may be stored in such space or which may be brought onto the job site at any time by the Contractor will be at the Contractor's sole risk. The County will not be responsible for loss of or damage to said materials or equipment for any cause whatsoever. The Contractor shall take necessary measures to protect any such storage area and shall be responsible for any and all damages.

32. FINAL CLEAN UP

Upon completion of the Work, the Contractor will remove all equipment, unused materials, rubbish, etc., and will repair, or replace in an a manner acceptable to the County Engineer, all areas that may have been damaged in the prosecution of the Work. Same shall be a condition precedent to final payment. Should said Contractor fail to comply with this requirement, the County shall undertake the clean-up with its own forces and charge the cost of same against the Contractor's contract balance.

33. SUB-LETTING OF WORK

Except for the List of Subcontractors, pursuant to NJSA 40A:11-16 (See form attached), no portion of the Work will be sublet by the Contractor to any other entities, except with the consent of the County Engineer. A complete list of subcontractors must be submitted to the County Engineer at the preconstruction meeting. If the job does not warrant a preconstruction meeting, the Contractor must submit such list prior to the start of Work.

All Subcontractors will be subject to NJSA 34:11-56 et al.

N.J.S.A. 40A:11-16 requires the bidder to list in the bid sheets the name or names of all subcontractors involved in the following types of Work: plumbing and gas fitting and all kindred work, steam and hot water heating, ventilating apparatus, steam power plants and kindred work, electrical work, ornamental iron work, and structural steel. In addition, the County may require the identification of specific additional subcontractors. If these trades are expected to be part of the contract, such subcontractors should be listed on the "Subcontractor Identification Statement List of Subcontractors" and Bidder shall certify same on the accompanying sheet titled "Subcontractor Identification Certification". (See forms attached) **Bidder's failure to submit these two forms shall be considered a material defect and result in rejection of Bidder's bid.** Substitutions of any listed subcontractors pursuant to NJSA 40A:11-16 will not be permitted except with the consent of the County Engineer.

34. SAFETY

The Contractor shall observe all rules and regulations of the Federal, State, and local health officials. Attention is directed to Federal, State, and local laws, rules, and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to the worker's health or safety.

The Contractor shall admit to the site, without delay and without the presentation of an inspection warrant, any inspector of OSHA or other legally responsible agency involved in safety and health administration upon presentation of proper credentials.

The Contractor shall make available to the Contractor's employees, subcontractors, the County Engineer, and the public, all information pursuant to OSHA 29 CFR Part 1926.59 of The Hazard Communication Standard 29 CFR 1910.1200, and shall also maintain a file on each job site containing all Material Safety Data Sheets (MSDS) for products in use at the Project. These Material Safety Data Sheets shall be made available to the Engineer upon request.

The Contractor shall at all times conduct the Work to provide for the safety and convenience of the general public and protection of persons and property. The safety provisions of applicable laws, OSHA regulations, building and construction codes, and the

rules and regulations of the New Jersey Department of Labor and Commerce shall be observed.

35. QUALITY, SAFETY AND PERFORMANCE STANDARDS

All goods and services must be constructed and provided with the highest quality materials and workmanship. It is the intent of these specifications that only equipment equal to, or exceeding, the standard specified will be acceptable in order to protect the safety of the occupants of the Building.

36. MATTERS NOT MENTIONED IN CONTRACT DOCUMENTS

Any Work, material, or method, not specifically described in these specifications, but shown upon the plans of the Work, will be carried out as shown on said plan.

37. PERMITS

The Contractor will obtain all necessary permits required by law and provide the County with necessary approvals prior to commencement of permitted Work.

38. CONTRACTOR TO PROVIDE PROOF OF PAYMENT

Upon the completion of the Work, the Contractor will furnish a General Release as proof that all claims for labor, materials, etc., have been settled by the Contractor. The General Release, in a form acceptable to County Counsel, is a condition of final payment.

39. CHANGE ORDERS

Change Order Procedures shall comply with *N.J.A.C. 5:30-11.1 et seq.*, "Change Orders and Open End Contracts" and subsequent provisions of the New Jersey Administrative Code.

40. SUPPLEMENTAL WORK

In case any supplemental work is necessary, it will be performed by the Contractor at a price fixed by agreement between the Contractor and the County Engineer and approved by the County as specified in Section 38. The Contractor will do no supplemental work on any character, for which the Contractor will demand pay, except upon the written order of the County.

41. FORM OF CONTRACT

Contracts will be let on the attached Form of Agreement Between County ("Owner") and Contractor (AIA 101), and General Conditions (AIA 201), as supplemented.

The Contract will be subject to all statutory provisions on the matter of Public Works, Public Contracts, The Law Against Discrimination, the Laws Governing Affirmative Action and Prevailing Rates of Wages under the laws of New Jersey.

The Agreements shall be executed by both parties not later than twenty-one (21) days from the date of the award by the County (Sundays and holidays excluded); however, such time frame may be extended by agreement of the parties.

42. PROGRESS PAYMENTS

Monthly progress payments will be made based on the value of labor and materials incorporated in the Work and of materials suitably stored at the site. An itemized schedule of values shall be submitted with each Application for Payment.

(Refer to the Owner/Contractor Agreement for Retainage and other conditions pertaining to payment and the application of NJSA 2A:30A-1 et. seq.)

All Applications for Payment shall be accompanied by paid invoices for materials incorporated in the Work and for materials suitably stored at the site, and affidavit(s) by Subcontractors whose Work was included in the next to the last application to the effect such Work and such materials have been paid for.

No payment shall be made without Contractor having provided all submittals set forth in this Section, and the approval of same by the County.

For contracts exceeding \$100,000.00, monthly payments will be made on the Work to the extent of 98% of the value of the Work done which is considered to be retainage.

For contracts less than \$100,000.00, monthly payments will be on the Work to the extent of 90% of the value of the Work done. In lieu of the retainage, the Contractor will, at his option, deposit with the County Counsel negotiable bearer bonds of the State of New Jersey or any political subdivision thereof, equal to the amount otherwise withheld as retainage.

When the Project is completed, the final cost of the Project will be based on actual quantities of authorized Work done under each item scheduled in the bidding sheet and approved Change Orders, if any. The money due to the Contractor as determined by said final certificate after deduction of previous monthly payments on account, will be paid to the Contractor in accordance with the terms of the contract dealing with Prompt Payment, providing, however that before such final payment is made, all outstanding claims against the Contractor must be satisfied. Before final payment is released, the Contractor must furnish: **a)** Maintenance Bond (see Section 16 of these general specifications); **b)** Certification of Compliance, New Jersey Prevailing Wage Act (see Sections 22 & 51); and **c)** General Release (see Section 37) in a form satisfactory to County Counsel; **d)** complete

set of as-built plans in the latest AutoCad on compact disc; and e) a complete set of in-progress photos in jpg, jpeg, or bmp digital format on a compact disc.

43. INSPECTION

The Work must be done in accordance with the plans and specifications, and will be inspected by the County Engineer. An inspector may be placed upon the Work at any time by the County Engineer to see that the plans, specifications, and instructions of the County Engineer are carried out. In connection herewith, bidders are referred to N.J.S.A. 40A:11-17.

44. DAMAGES

The Contractor will be held responsible for all damages that may occur to Work, or to persons or property by reason of the nature of the Work or from the elements, or by reason of inadequate protection of the Work, or from any carelessness or negligence on his part or on the part of his employees. The County will withhold payments on the Work until all suits or claims for damages sustained on, or by reason of, this Work will have been settled by the Contractor.

The construction and final completion of this Work will be guaranteed by the Contractor. Any damages that may be done to the Work or any part thereof, by the elements or otherwise, during its construction, will be made good by the Contractor.

45. LIQUIDATED DAMAGES

If the Project is not completed within the time specified herein or within such further time as may have been granted by the County Engineer, then the Contractor hereby agrees to pay to the County as liquidated damages, but not as a penalty, \$1,000.00 per day for each and every calendar day that he is in default on time to complete the Work. The said sum will be deducted from moneys due the Contractor and if the damages exceed this amount, then the Contractor or his Surety Company will pay the excess. These damages may be waived at the option of the County.

46. AFFIRMATIVE ACTION REQUIREMENTS

EXHIBIT B

(Revised 4/10)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or 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 targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor

agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the 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;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the 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 the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public

agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

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47. COMPLIANCE WITH THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT - (NJSA 34:11-56.48 et. seq.)

Pursuant to the above-referenced law, Bidders are required to be registered with the New Jersey Department of Labor and to possess a current certificate by said Department indicating compliance with the Act prior to the time and date that bids are received. Bidders are notified of this requirement of their compliance. Such certificates or applications shall also be provided for each Subcontractor furnishing plumbing and gas fitting, steam and hot water heating and ventilating apparatus, and all kindred work, steam power plants and kindred work, electrical work, structural steel and ornamental iron work, and such other subcontractors as the specifications require relative to prior identification.

48. UTILITIES

Attention of the bidder is directed to the fact that the approximate locations of known utility structures and facilities that may be encountered within and adjacent to the limits of the Work are shown on the plans and described herein. The accuracy and completeness of this information is not guaranteed by the County Engineer and the bidder is advised to ascertain for himself all the facts concerning the location of these and other utilities.

The Contractor will not proceed with his Work until he has made diligent inquiries of all public utility and municipal officials to determine the exact location of all-underground structures and pipes within the site of the Project. The Contractor will notify utility owners not less than ten (10) days in advance of the time he proposes to perform any Work that will endanger or affect their facilities in compliance with **New Jersey One-Call**. In excavating in any part of the Work, care must be taken not to remove or damage any gas, water, sewer, or other pipe, conduit, or structure, - public or private - without the concurrence of the owner and the County Engineer. The Contractor will, at his own expense, shore up, secure and maintain a continuous flow in such structures, and will keep them in repair until final acceptance of the Work.

When pipes or other structures are encountered or when the removal, relocation or protection of these utilities are necessary in carrying out the Project as planned, the Contractor will cooperate with the owner of said utilities and will permit the owners or their agents access to the site of the Work in order to relocate or protect their facilities and not hinder or delay unnecessarily the Work of the owners in moving same. No extra allowance of payment will be made to the Contractor for the use of any materials, equipment, etc., or for the performance of any Work in connection with the moving of said structures unless the Contractor is specifically ordered by the County Engineer to furnish such materials, equipment, or services. If directed by the County Engineer to do any Work or furnish any materials or equipment, payment will be allowed the Contractor in accordance with the unit prices bid for such Work, or, if such items are not scheduled in the proposal, such Work shall be allowed "Supplemental Work" as provided in Section 39 of these general specifications. The corporations, companies, agencies or municipalities owning or

controlling the utilities, and the name, and telephone numbers are listed in the beginning of the Technical Specifications.

49. MATERIAL COMPLIANCE AND SHOP DRAWINGS

The Contractor will require the manufacturer or supplier to furnish three (3) copies of Certification of Compliance with each delivery of materials, components and manufactured items for the Project. Two (2) copies will be furnished to the County Engineer; one copy will be retained by the Contractor. Certificates of Compliance will contain the following information:

1. Project to which material is consigned;
2. Name of the Contractor to which the material is supplied;
3. Kind of material supplied;
4. Quantity of material represented by the Certificate;
5. Means of identifying the consignment, such as label marking, seal number, etc.;
6. Date and method of shipment;
7. That the material is in conformity with the pertinent specifications stated in the certificate; and
8. Signature of a person having legal authority to bind the supplier.

The Contractor will submit to the County Engineer for his approval five (5) copies of complete and fully detailed shop or working drawings for those items listed in the beginning of the technical specifications.

Each drawing will identify the name of the job, location and Contractor.

All drawings will be approved in accordance with the standard specifications. Refer to the Technical Specifications for specific items.

All materials or articles used in the Work will be of American manufacture, insofar as same are available, in conformance with N.J.S.A. 40A:11-18.

50. PRECONSTRUCTION

In order to provide full coordination of this Project among the parties concerned, the County Engineer will arrange for a preconstruction meeting between the Contractor, County Engineer and other interested parties as soon as possible after the contract is executed. At this meeting the Contractor will present his proposed schedule of Work which shall be subject to review and approval of the County through its designated representatives.

51. DISPUTES UNDER THE CONTRACT

A dispute arising under the Contract shall be submitted in writing to the County Engineer with all facts and supporting data. The County Engineer will review the dispute and issue his decision or request additional facts or documentation after which he will render his decision.

In the event the dispute is not then resolved, the matter shall, pursuant to law, be submitted to mediation before being submitted to a court of competent jurisdiction venued in Union County.

The County Engineer will notify the County Counsel when a matter is to be submitted to mediation. The County Counsel will communicate with the parties and inform them of the procedures to be followed in making such a submission.

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**52. RESOLUTION NO. 1148-98 AND 1167-98 ADOPTED ON
SEPTEMBER 24, 1998 BY THE BOARD OF CHOSEN
FREEHOLDERS**

In addition to compliance with the New Jersey Prevailing Wage Act, the Contractor shall comply with the requirement as set forth in Resolutions No. 1148-98 and 1167-98 adopted on September 24, 1998 by the Union County Board of Chosen Freeholders.

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS RESOLUTION NO. 1148-98
DATED: 9/24/98

WHEREAS, the Public Contract Law of New Jersey that all contractors and subcontractors pay to the workforce on such projects the prevailing wage rates; and

WHEREAS, it has come to the attention of the Board of Chosen Freeholders that workmen have not at all times received such wages; and

WHEREAS, while the Board of Chosen Freeholders is aware that the State of New Jersey is the actual enforcing arm for such requirements, the Board desires to itself on behalf of such workers put in place a procedure which will further protect the rights of the workers to the payment of accurate and fair wages:

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Union; hereby declares that henceforth, as a matter of POLICY;

- (1) The bidder and all contractors and subcontractors on any project for the County of Union must comply with the Prevailing Wage Law of the State of New Jersey, N.J.S.A. 34:11-56.25 et seq., and its regulations, N.J.A.C. 12:60-1 et seq.
- (2) As per N.J.S.A. 34:11-56.29 the County shall have the right to inspect the books and records of every contractor and subcontractor showing the name, craft or trade, and actual hourly rate of wages paid to each worker employed by the contractor in connection with a public work. Further the County shall have the right to demand such proof as necessary to verify said records.
- (3) All contractors shall post the prevailing wage rates for each craft and classification involved in prominent and easily accessible places at the site of the work.
- (4) All public works specifications and contracts shall include a clause that requires all contractors and subcontractors to submit properly executed Worker Notification Acknowledgment forms to the County. These forms will be supplied by the County to all approved contractors and subcontractors; a copy of such form is attached as Appendix A. These forms will provide proof that all workers have been made aware of their rights to receive the prevailing wage for the particular craft or trade for which they are employed.
- (5) This resolution shall apply to any projects bid after the passage of this Resolution and shall not apply to any project already under construction or for which bid specifications have been issued.

EMPLOYEE NOTIFICATION ACKNOWLEDGMENT FORM*

Pursuant to N.J.S.A 34:11-56.25 *et seq.* as well as N.J.A.C. 12:60 *et seq.*, the Contractor,

_____, has informed me that I will be employed as a
(Name of Contractor)

_____, on the public project designated as, _____.
(Employee's Job Title) (Project Name)

I further acknowledge that my compensation for this job will be _____, plus (+) the
Fringe Benefits (\$ per hour)

_____ for a Total Prevailing Wage of _____. This total is pursuant to the
(\$ per hour) (\$ per hour)
Prevailing Wage for Construction Trades in Union County.

DATE: _____

(Print Name)

(Sign Name)

Employer Certification

I hereby certify as to the accuracy of the above information.

DATE: _____

(Name of Company Officer)

(Signature of Company Officer)

*This acknowledgment form is a public record that will be kept to determine compliance with N.J.S.A. 34:11-56.25 *et seq.* Falsification of a public record is a crime. Union County reserves the right to prosecute violators of the Prevailing Wage Act to the fullest extent possible, including, but not limited to, fraud upon a public agency, theft of services, theft of deception, and misrepresentation of public records.

White Copy = Labor Compliance Officer
Pink = Employee

Yellow = Contractor

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS RESOLUTION NO. 1167-98
DATED: 9/24/98

WHEREAS, the County of Union finds that it is essential to the public safety that any and all public works be performed by competent and trained employees of responsible contracts and subcontractors; and

WHEREAS, the State of New Jersey has recognized and provided for training of employees through Apprenticeship Programs licensed by the State of New Jersey; and

WHEREAS, the County of Union has the right and responsibility to determine that all contractors and subcontractors who perform public work be qualified according to consistent and uniformly applied standards; and

WHEREAS, it is important that the County of Union use a contractor and/or subcontractor who acts with responsibility in complying with applicable wage laws:

NOW, THEREFORE, BE IT RESOLVED, that all applicable regulations, bid specifications and rules of the County of Union shall state that:

- (1) The bidder and all contractors and subcontractors on any project for the County of Union must comply with the Prevailing Wage Law of the State of New Jersey, N.J.S.A. 34:11-56.25 et seq., and its regulations, N.J.A.C. 12:60-1, et seq. Employer contributions for employee benefits pursuant to a then existing bona fide collective bargaining agreement shall be considered an integral part of the wage rate paid by employers of any craft or trade in Union County for the purpose of determining the prevailing wage.
- (2) As per N.J.S.A. 34:11-56.29 the County shall have the right to inspect the books and records of every contractor and subcontractor showing the name, craft or trade and actual hourly rate of wages paid to each work man employed by him in connection with a public work. Further, the County shall have the right to demand such proof as is necessary to verify said records.

All contractors shall post the prevailing wage rates for each craft and classification involved in prominent and easily accessible places at the site of the Work.

- (3) The bidder, and all contractors and subcontractors must employ the ratio of apprentices to journeymen as set forth by the Commissioner of Labor in determining the Prevailing Wage, or, if no such ratio has been established, than at a ratio of one apprentice to every four journeymen.

An apprentice is an individual who, while performing Work on a public project, is registered, in good standing, in an apprenticeship program approved or certified by the Division of Vocational Education in the New Jersey Department of Education or by the Bureau of Apprenticeship and Training in the United States Department of Labor.

A contractor or subcontractor employing one or more apprentices on a public work project shall maintain with its records written evidence that the apprenticeship program while performing Work on the Project. The contractor or subcontractor shall

make all records available for inspection by Union County and by the Commissioner during normal business hours.

Union County and the Commissioner shall have unencumbered access to the employees who are employed on a public project for the purpose of interviewing and determining compliance.

A contractor or subcontractor shall not create job titles and worker classifications that are not consistent with prevailing practices and existing task ratios for a specific building trade's craft for the purpose of circumventing the intent of this resolution.

- (4) The bidder, and all contractors and subcontractors must properly classify workers as employees and not as independent contractors, and treat them accordingly for purposes of wages, benefits, workers compensation insurance coverage, unemployment taxes, social security tax and income tax withholding. The criteria identified in the Unemployment Compensation Law at N.J.S.A. 43:21-19(1)(6)(a)(b)(c) and interpreting case law will be used to determine whether a worker is an employee or independent contractor for purposes of this resolution.
- (5) The bidder, and all contractors and subcontractors shall comply with the Prevailing Wage Act and its regulations regarding payment of fringe benefits.
- (6) Any bidder, contractor or subcontractor who fails to maintain throughout the entire duration of the Project full compliance with the foregoing requirements and qualifications shall be subject to one or more of the following sanctions:
 - A. Cessation of Work.
 - B. Removal from Project.
 - C. Withholding of payment until compliance is obtained.
 - D. Damages resulting from efforts taken to correct or sanction for failure to comply, such as costs of delay, or of obtaining new Contractor to complete Work.
- (7) A general contractor shall be liable for any violations by any subcontractors. The County reserves the right to investigate project sites for any and all possible violations. Contractors who have been determined to be in violation of this Resolution on any project for Union County will be reported to the Commissioner of Labor that debarment proceedings be instituted against the delinquent contractor.
- (8) The foregoing qualifications and requirements shall be binding on any and all bidders, contractors and subcontractors who perform Work on any public work, as defined in the Prevailing Wage Act, bid by the County of Union without regard to their affiliation, or lack of affiliation, to any labor or construction organization or association, and shall not be deemed to require or mandate the use of employees who are members of unions or any labor organization.
- (9) This Resolution shall apply to any projects bids after the passage of this Resolution and shall not apply to any project already under construction or for which bid specifications have been issued.

**53. ORDINANCE NO. 557-2002 ADOPTED ON SEPTEMBER 5, 2002
BY THE BOARD OF CHOSEN FREEHOLDERS**

Ordinance No. 557-2002 adopted on September 5, 2002 by the Board of Chosen Freeholders on Preclassification of Bidders by the NJDPMC (**if applicable**) pursuant to Ordinance No. 557-2002, the County of Union requires all bidders on projects for the construction, reconstruction, demolition, alteration, repair or maintenance of public buildings to be preclassified by the State of New Jersey, Department of Treasury, Division of Property Management and Construction ("DPMC").

Bidders must provide proof of classification in the form of a Certificate/Notice of Classification from the DPMC showing a sufficient aggregate rating to cover their bid amount, which is active on the date of receipt of these bids. Further, Bidder must also provide proof of preclassification in the applicable/appropriate trade code necessary for Work on the Project.

AN ORDINANCE IN ACCORDANCE WITH N.J.S.A. 40A:11-25 ESTABLISHING REASONABLE REGULATIONS APPROPRIATE FOR CONTROLLING THE QUALIFICATIONS OF PROSPECTIVE BIDDERS UPON CONTRACTS TO BE AWARDED ON BEHALF OF THE CONTRACTING UNIT, BY THE CLASS OR CATEGORY OF GOODS AND SERVICES TO BE PROVIDED OR PERFORMED AND FIXING THE QUALIFICATIONS REQUIRED ACCORDING TO THE FINANCIAL ABILITY AND EXPERIENCE OF THE BIDDERS AND THE CAPITAL AND EQUIPMENT AVAILABLE TO THEM PERTINENT TO AND REASONABLY RELATED TO THE CLASS AND CATEGORY OF SERVICE TO BE PERFORMED IN THE PERFORMANCE OF ANY SUCH CONTRACT.

WHEREAS, N.J.S.A. 40A:11-25 provides that the governing body of any contracting unit may establish reasonable regulations appropriate for controlling the qualifications of prospective bidders upon contracts to be awarded on behalf of the contracting unit, by the class or category of goods and services to be provided or performed; and

WHEREAS, N.J.S.A. 40A:11-25 also states that the regulations established by the governing body may fix the qualifications required according to the financial ability and experience of the bidders and the capital and equipment available to them pertinent to and reasonably related to the class and category of service to be performed in the performance of any such contract; and

WHEREAS, N.J.S.A. 40A:11-25 also requires that prior to the adoption of any such regulations, a contracting unit shall submit them to a public hearing and notice and a general description of the subject matter shall be published in not less than two newspapers; and

WHEREAS, N.J.S.A. 52:35-1 et seq. and 18A:18A-27 et seq. establish qualifications for the experience and financial abilities of bidders and the capital and equipment available to them relative to the specific services to be performed; and

WHEREAS, currently state officials, under the Department of Treasury, Division of Property Management and Construction, classify all prospective bidders as to the character and amount of public works on which they shall be qualified to submit bids and bids shall be accepted only from persons qualified in accordance with such classifications; and

WHEREAS, application for classification is open to all Contractors, regardless of the size of the business; and

WHEREAS, classification is based on general standards equally applicable to all Contractors; and

WHEREAS, classification is expressed in terms of trade and an aggregate rating determined on the basis of experience, financial ability, equipment and capital; and

WHEREAS, generally aggregate ratings can range from 0 to \$200,000.00; and

WHEREAS, the County of Union will determine the aggregate rating it will require on contracts depending on the size and expense of the Project, but at no time shall the required aggregate rating exceed \$25,000,000.00 for any one project; and

WHEREAS, such provisions are of considerable benefit to the County and to bidders by insuring that such bidders have the requisite experience, expertise and resources necessary to effectively perform the terms and conditions of the contract:

BE IT ORDAINED by the Board of Chosen Freeholders of the County of Union that it formally adopts as **Policy** that all prospective bidders for building construction projects be classified in accordance with the Department of Treasury – Division of Property Management and Construction pursuant to N.J.S.A. 52:35-1 et seq. and N.J.S.A. 18A:18A-27 et seq.

BE IT FURTHER ORDAINED that the Board of Chosen Freeholders of the County of Union hereby adopts the classification of bidders by the New Jersey Department of Treasury, Division of Property Management and Construction as a reasonable regulation for controlling the qualifications of prospective bidders upon contracts to be awarded for construction on behalf of the County of Union.

BE IT FURTHER ORDAINED that the provisions of this ordinance are severable. To the extent any clause, phrase, sentence, paragraph or provision of this ordinance shall be declared invalid, illegal or unconstitutional, the remaining provisions shall continue to be in full force and effect.

BE IT FURTHER ORDAINED that a public hearing shall be held on this ordinance on September 5, 2002 at the meeting of the Board of Freeholders, County Administration Building, Elizabeth, New Jersey.

BE IT FURTHER ORDAINED that the Clerk of the Board of Freeholders of the County is hereby directed to publish and post notice of this ordinance as required by law.

BE IT FURTHER ORDAINED that within 10 days hereof the Clerk of the Board of Freeholders of the County shall forward certified copies of this ordinance to the County Manager, Director of Finance, County Counsel, and Division of Local Government Services.

This ordinance shall take effect twenty (20) days after final adoption and publication in accordance with applicable law.

54. CONTRACTOR BUSINESS REGISTRATION CERTIFICATE

New Mandatory Requirement -Effective 1/18/2010

The recently enacted **P.L. 2009, c.315**, requires that effective January 18, 2010; a contracting agency must receive proof of the bidder's business registration prior to the award of a contract. However, the proof must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each subcontractor must be provided prior to the award of bid. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be

- A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue; or
- A copy of the web version provided by the NJ Division of Revenue, or

Register online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>. Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730.

Note: A NJ Certificate of Authority is not acceptable.

FAILURE to submit proof of registration of the bidder or any subcontractor named on the bid prior to the award of contract shall be cause to reject the bid.

FAILURE of the bidder or any subcontractor named on the bid to be registered prior to the receipt of bids is cause for a **MANDATORY REJECTION** of bids. (A NON-WAIVABLE DEFECT). This covers construction Work as well as non-construction bids.

IN ADDITION:

N.J.S.A. 52:32-44 imposes the following requirements on Contractors and all subcontractors that knowingly provide goods or perform services for a Contractor fulfilling this contract:

- 1) the Contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the Contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;

- 3) prior to receipt of final payment from a contracting agency, the Contractor must submit to the contacting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) during the term of this contract, the Contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (*N.J.S.A. 54:32B-1 et seq.*) on all sales of tangible personal property delivered into this State.

A Contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

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55. PROJECT LABOR AGREEMENT (To be signed where the overall project cost exceeds \$5 Million, irrespective of Phasing)

An Executive Order of Governor James E. McGreevey dated January 17, 2002, requires the use of a Project Labor Agreement in public construction contracts. This Executive Order was codified as N.J.S.A. 52:38-1 et seq. as a result of P.L. 2002, Chapter 44. Contractor must be prepared to abide by the terms of the within Project Labor Agreement, including obtaining the necessary and applicable Letters of Assent from subcontractors (of any tier). Through said Letters of Assent the subcontractors (of any tier) also must be prepared to abide by the terms of the Project Labor Agreement.

Contractor's failure to enter into this Project Labor Agreement shall result in the County's valid refusal to enter into a contract, for the performance of the Work with Contractor and shall constitute a default under the Contract. In addition, Contractor will be required to submit the completed Letters of Assent to the County with the executed Project Labor Agreement. The Project Labor Agreement is to be executed only where the total Project cost is \$5 Million or more, irrespective of Phasing.

ARTICLE 1 - PREAMBLE

WHEREAS, the COUNTY OF UNION, on behalf of itself, and Project Management Firms ("PMF") acting as Construction Managers, and reflecting the objectives of the COUNTY OF UNION ("UC"), as Owner, desires to provide for the efficient, safe, quality, and timely completion of a construction project for the County in a manner designed to afford lower reasonable costs to Union County, the Union County Freeholder Board, and the Public it represents, and the advancement of public policy objectives; **(See Project Labor Agreement attached)**

WHEREAS, this Project Labor Agreement will foster the achievement of these goals, inter alia by:

- (1) ensuring a reliable source of skilled and experienced labor;
- (2) standardizing the terms and conditions governing the employment of labor on the Project;
- (3) permitting wide flexibility in Work scheduling and shift hours and times; from those which otherwise might obtain;
- (4) receiving negotiated adjustments as to Work rules and staffing requirements from those which otherwise might obtain;
- (5) providing comprehensive and standardized mechanisms for the settlement of Work disputes, including those relating to jurisdiction;
- (6) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from Work disputes, and promote labor harmony and peace for the

- duration of the Projects.
- (7) furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry;
 - (8) expediting the construction process; and,

WHEREAS, the signatory Unions desire the stability, security and Work opportunities afforded by a Project Labor Agreement; and

WHEREAS, the Parties desire to maximize Project safety conditions for both workers and the public,

NOW, THEREFORE, the Parties enter into this Agreement:

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") entered into by and between UC and its successors and assigns, General Contractors to be named, for certain construction Work to be performed on construction performed pursuant to the "Local Public Contracts Law" in the State of New Jersey and by the Union County Building and Construction Trades Council, AFL-CIO, on behalf of itself and its affiliates and members.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the Union party and the Building Trades Council are referred to singularly and collectively as "the Union(s)" where specific reference is made to "Local Unions" that phrase is sometimes used; the term "Contractor(s)" shall include the Project Management Firm and all signatory Contractors, and their subcontractors of whatever tier, engaged in on-site Project construction Work within the scope of this Agreement as defined in Article 3; County of Union (UC) is referenced as (Owner); the Union County Building and Construction Trades Council, AFL-CIO is referenced as the BTC, and the Work covered by this Agreement (as defined in Article 3) is referred to as the "Project".

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

The Agreement shall not become effective unless executed by the BTC, the PMF, and the General Contractor and will remain in effect until the **final** completion of the **Project**.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all signatory Unions and the Project

Management Firms and all signatory Contractors performing on-site Project Work, including site preparation and staging areas, as defined in Article 3. The Contractors shall include in any subcontract that they let, for performance during the term of this Agreement, a requirement that their subcontractors, of whatever tier, become signatory and bound by this Agreement with respect to subcontracted Work performed within the scope of Article 3. This Agreement shall be administered by the PMF on behalf of all Contractors.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements appended hereto as Schedule A represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. It is further understood that neither the PMF nor any Contractor shall be required to sign any other agreement as a condition of performing Work on this Project. No practice, understanding or agreement between a Contractor and Local Union, which is not explicitly set forth in this Agreement shall be binding on this Project unless endorsed in writing by the PMF.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The PMF and any Contractor shall not be liable for any violations of this Agreement by any other Contractor and the BTC and Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. THE CONSTRUCTION PROJECT MANAGER

UC shall require in its bid specifications for all Work within the scope of Article 3 that all successful bidders, and their subcontractors of whatever tier, become bound by, and signatory to, this Agreement. UC is not a party to and shall not be liable in any manner under this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of UC in determining which Contractors shall be awarded contracts for Project Work. It is further understood that UC has sole discretion at any time to terminate, delay or suspend the Work, in whole or part, on this Project.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be made available to, and will fully apply to any successful bidder for Project Work who becomes signatory thereto, without regard to whether that successful bidder performs Work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder are, or are not, members of any unions. This Agreement shall not apply to the Work of any Contractor or PMF, which is performed at any location other than the Project site, as defined in Article 3, Section 1.

ARTICLE 3 - SCOPE OF THE AGREEMENT

The Project Work covered by this Agreement shall be as defined and limited by the following sections of this Article.

SECTION 1: THE WORK

This Agreement shall apply to building construction conducted by the County of Union pursuant to the "Local Public Contracts Law" in the State of New Jersey. This scope of Work may be amended time to time by UC to include Work not performed under the "Local Public Contracts Law".

The scope of Work is confined to the on-site Project Work contained in the scope of the General Contractor's final construction contract.

SECTION 2. EXCLUDED EMPLOYEES

The following persons are not subject to the provisions of this Agreement, even though performing Work on the Project:

Superintendents, supervisors (excluding superintendents and general supervisors and forepersons specifically covered by a craft's Schedule A), engineers, inspectors and testers (excluding divers specifically covered by a craft's Schedule A), quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, non-manual employees, and all professional, engineering, administrative and management persons;

Employees of UC or any State agency, authority or entity or employees of any municipality or county or other public employer;

Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery, unless such offsite operations are covered by the New Jersey Prevailing Wage Act by being dedicated exclusively to the performance of the public works contract or building project and are adjacent to the site of Work, or involved in deliveries to and from the Project site, excepting local deliveries of all major construction materials including fill, ready mix, asphalt and item 4 which are covered by this Agreement.

Employees of the PMF or General Contractor, excepting those performing manual, on-site construction labor who will be covered by this Agreement;

Employees engaged in on-site equipment warranty.

Employees engaged in geophysical testing (whether land or water) other than boring for core samples;

Employees engaged in laboratory or specialty testing or inspections;

Employees engaged in ancillary Project Work performed by third parties such as electric utilities, gas utilities, telephone utility companies, and railroads.

SECTION 3. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor or of PMF, which do not perform Work at this Project. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the owners, the PMF and/or any Contractor. The Agreement shall further not apply to UC or any other state or county agency, authority, or other municipal or public entity and nothing contained herein shall be construed to prohibit or restrict UC or its employees of any other state authority, agency or entity and its employees from performing on or off-site Work related to the Project. As the contracts which comprise the Project Work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty Work are assigned in writing (copy to Local Union involved) by the General Contractor for performance under the terms of this Agreement.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing on-site Project Work within the scope of this Agreement as defined in Article 3.

SECTION 2. UNION REFERRAL

- A. The Contractors agree to hire Project, craft employees covered by this Agreement through the job referral systems and hiring halls (where the referrals meet the qualifications set forth in items 1,2, and 4 subparagraph B) established in the Local Unions' area collective bargaining agreements (attached as Schedule A to this Agreement).

Notwithstanding this, the Contractors shall have sole rights to determine the competency of all referrals; the number of employees required (except with regard to pile driving); the selection of employees to be laid-off (subject to the applicable procedures in Schedule A for permanent and/or temporary layoffs and except as provided in Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments required in the applicable Schedule A. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after

such requisition is made by the Contractor (Saturdays, Sundays, and holidays excepted), the Contractor may employ qualified applicants from another competent source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of the Project, craft employees hired within its jurisdiction from any source other than referral by the Union.

- B. A Contractor may request by name, and the Local will honor, referral of persons who have applied to the Local for Project Work and who meet the following qualifications as determined by a Committee of 3 designated, respectively, by the applicable Local Union, the PMF and a mutually selected third party or, in the absence of agreement, the permanent arbitrator (or designee) designated in Article 7:
- (1) possess any license required by NJ law for Project Work to be performed;
 - (2) have worked a total of at least 1000 hours in the Construction craft during the prior 3 years;
 - (3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award;
 - (4) have demonstrated ability to safely perform the basic function of the applicable trade.

No more than 12 per centum of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above (any fraction shall be rounded to the next highest whole number).

- C. A certified MBE/WBE contractor may request from the Workforce Coordinator, through the PMF, an exception to, and waiver of, the above per centum limitation upon the number of its employees to be hired through the special provision of Section 2.B above. This exception is based upon hardship and demonstration by the contractor that the Project Work would be the contractor's only job and that it would be obliged to lay off qualified minority and female employees in its current workforce moving from the last job.

The exception and waiver are also conditioned upon the employees meeting the qualifications as set forth in Section 2.B above.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Unions represent that their hiring halls and referral systems will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations, which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject

to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4. MINORITY AND FEMALE REFERRALS

In the event a Union either fails, or is unable, to refer qualified minority or female applicants in percentages equaling Project affirmative action goals as set forth in UC's bid specifications, the Contractor may employ qualified minority or female applicants from any other available source as Apprentice Equivalents. Apprentice Equivalents will have completed a DOL approved training program, applied to take a construction Apprenticeship test, and will be paid at not less than the applicable equivalent Apprentice rate. With the approval of the Local Administrative Committee (LAC), experience in construction related areas may be accepted as meeting the above requirements.

SECTION 5. CROSS AND QUALIFIED REFERRALS

The Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified craft employees to fulfill the requirements of the Contractor.

SECTION 6. UNION DUES / WORKING ASSESSMENTS

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Schedule A local agreements, as amended from time to time, but only for the period of time during which they are performing on-site Project Work and only to the extent of rendering payment of the applicable union dues and assessments uniformly required for union membership in the Local Union, signatory to this Agreement, which represents the craft in which the employee is performing Project Work. No employee shall be discriminated against at the Project site because of the employee's union membership or lack thereof. In the case of unaffiliated employees, the dues payment can be received by the Unions as a working assessment fee.

SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Schedule A. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft foreperson shall be designated as working forepersons at the request of the Contractor, except when an existing local Collective Bargaining Agreement prohibits a foreperson from working when the craftsperson he is leading exceed a specified number.

ARTICLE 5 - UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site Project employees shall be entitled to designate, in writing (copy to General Contractor involved and the PMF), one representative, and the Business Manager, who shall be afforded access to the Project.

SECTION 2. STEWARDS

- A. Each Local Union shall have the right to designate a working journey person as a Steward and an alternate, and shall notify the Contractor and PMF of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. There will be no non-working Stewards on the Project.
- B. In addition to their Work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor and, if applicable, subcontractors of that Contractor, but not with the employees of any other Contractor. The Contractor will not discriminate against the Steward in the proper performance of Union duties.
- C. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime, except pursuant to a Schedule A provision providing procedures for the equitable distribution of overtime.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union, 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule A, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the Work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6 - MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, Contractors

retain full and exclusive authority for the management of their Project operations including, but not limited to: the right to direct the work force, including determination as to the number to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of Work; the promulgation of reasonable Project Work rules; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices, which limit or restrict productivity or efficiency of the individual, as determined by the Contractor, GC or PMF, and/or joint working efforts with other employees shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitations or restriction upon the Contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tool, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such Work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-out or testing of specialized or unusual equipment or facilities as designated by the Contractor. Notwithstanding the foregoing statement of Contractor rights, prefabrication issues relating to work traditionally performed at the job site shall be governed pursuant to the terms of the applicable Schedule A. There shall be no restrictions as to Work, which is performed off-site for the Project, except for work done in a fabrication center, tool yard, or batch plant dedicated exclusively to the performance of Work on the Project, and located adjacent to the "site of Work".

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCKOUT

There shall not be strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity at the Project for any reason by any Union or employee against any Contractor or employer while performing Work at the Project. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the operation of the existing free flow of traffic in the project area. Failure of any Union or employee to cross any picket line established by any union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to the Project site is a violation of this Article. There shall be no lockout at the Project by any signatory Contractor. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction and the free flow of traffic in the project area for the duration of this Agreement.

SECTION 2. DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 1 above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 days.

SECTION 3. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the appropriate district or area council of the Local Union involved advising of such fact, with copies of the notification to the Local Union and the BTC. The district or area council, and the BTC shall each instruct, order and otherwise use their best efforts to cause the employees, and/or the Local Unions to immediately cease and desist from any violation of this Article. A district or area council, or the BTC complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

SECTION 4. EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

- A. A party invoking this procedure shall notify J.J. Pierson who shall serve as Arbitrator under this expedited arbitration procedure. Copies of such notification will be simultaneously sent to the alleged violator and, if a Local Union is alleged to be in violation, it's International, UC, the PMF, the BTC, and the GC.
- B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the GC, the Local Union involved, the BTC, and the PMF, hold a hearing within 48 hours of receipt of the notice invoking the procedure it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice to the district or area council required by Section 3 above.
- C. All notices pursuant to this Article may be by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the arbitrator, Contractor or Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.
- D. The sole issue at the hearing shall be whether a violation of Section 1,

above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved solely for court proceedings, if any. The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

- E. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of the Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's Award as issued under this expedited procedure, the involved Union and Contractor waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.
- F. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.
- G. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8. - LOCAL ADMINISTRATIVE COMMITTEE (LAC)

SECTION 1. THE LOCAL ADMINISTRATIVE COMMITTEE WILL MEET ON A REGULAR BASIS TO:

- (1) Implement and oversee the Agreement procedures and initiatives;

- (2) Monitor the effectiveness of the Agreement; and
- (3) Identify opportunities to improve efficiency and Work execution.

SECTION 2. COMPOSITION

The LAC will be co-chaired by the President of the Building and Construction Trades Council or his designee, and designated official of UC. It will be comprised of representatives of the local unions signatory to the project labor agreement (PLA) and representatives of the PMF and other contractors on the Project.

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below; provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

Step 1:

- (a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the Work site representative of the involved Contractor. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence, or event giving rise to the grievance, or after the act, occurrence or event became known or should have become known to the Union. The business representative of the Local Union or the job steward and the Work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor and the General Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved, unless the settlement is accepted in writing, by the General Contractor, as creating a precedent.
- (b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with

any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the BTC, the involved Contractor, and the General Contractor shall meet in Step 2 within 5 calendar days of the written grievance to arrive at a satisfactory settlement.

Step 3:

- (a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 14 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants) to J.J. Pierson, who shall act as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitration's shall be borne equally by the involved Contractor and Local Union.
- (b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the PMF, involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding 30 calendar days prior to the date of service of the written grievance on the construction Project Manager and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY GENERAL CONTRACTOR

The General Contractor shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps,

including Step 3 arbitration.

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1. NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the Work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

SECTION 2. ASSIGNMENT

- A. There shall be a mandatory pre-job markup/assignment meeting prior to the commencement of any Work. Attending such meeting shall be designated representatives of the Union signatories to this Agreement, the PMF, and the involved Contractors. Best efforts will be made to schedule the pre-job meeting in a timely manner after Notice to Proceed is issued but not later than 30 days prior to the start of the Project.
- B. All Project construction Work assignments shall be made by the Contractor according to the area practice.

SECTION 3. PROCEDURE FOR SETTLEMENT OF LABOR DISPUTES

- A. Any Union having a jurisdictional dispute with respect to Project Work assigned to another Union will submit the dispute in writing to the Administrator, Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("the Plan") within 72 hours and send a copy of the letter to the other Union involved, the Contractor involved, the General Contractor, the BTC, and the district or area councils of the unions involved. Upon receipt of a dispute letter from any union, the Administrator will invoke the procedures set forth in the Plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Article IV of the Plan.
- B. Within 5 calendar days of receipt of the dispute letter, there shall be meeting of the General Contractor, the Contractor involved, the Local Unions involved and designees of the BTC and the district or area councils of the Local Unions involved for the purpose of resolving the jurisdictional dispute.
- C. In order to expedite the resolution of jurisdictional disputes, the parties have agreed in advance to select Plan Arbitrator Pierson to hear all unsolved jurisdictional disputes arising under this Agreement. All other rules and procedures of the Plan shall be followed. If Plan Arbitrator Pierson is not

available to hear the dispute within the time limits of the Plan, the Plan's arbitrator selection process shall be utilized to select another arbitrator. In the event that a union involved in the dispute is not a member of the BTC, the dispute shall be submitted directly to Arbitrator Pierson.

- D. The Arbitrator will render a short-form decision within 5 days of the hearing based upon the evidence submitted at the hearing, with a written decision to follow within 30 days of the close of hearing.
- E. This Jurisdictional Dispute Resolution Procedure will only apply to Work performed by Local Unions at the Project.
- F. Any Local Union involved in a jurisdictional dispute on this Project shall continue working in accordance with Section 2 above and without disruption of any kind.

SECTION 4. AWARD

Any jurisdictional award pursuant to Section 3 shall be final and binding on the disputing Local Unions and the involved Contractor on this Project only, and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement. In all disputes under this Article, the General Contractor and the involved Contractors shall be considered parties in interest.

SECTION 5. LIMITATIONS

The Jurisdictional Dispute Arbitrator shall have no authority to assign Work to a double crew, that is, to more employees than the minimum required by the Contractor to perform the Work involved; nor to assign Work to employees who are not qualified to perform the Work involved; not to assign Work being performed by non-union employees to union employees. This does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than 1 employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed Work belongs.

SECTION 6. NO INTERFERENCE WITH WORK

There shall be no interference or interruption of any kind with the Work of the Project while any jurisdictional dispute is being resolved. The Work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award.

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the Work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedules A, as amended during this Agreement. Recognizing, however, that special conditions may exist or occur on the Project, the parties, by mutual agreement may establish rates and/or hours for one or more classifications, which may differ from Schedules A. Parties to such agreements shall be the General Contractor, the Contractor involved, the involved Local Unions and the BTC.

SECTION 2. EMPLOYEE BENEFIT FUNDS

- A. The Contractors agree to pay contributions on behalf of all employees covered by this Agreement to the established employee benefit funds in the amounts designated in the appropriate Schedule A; provided, however, that the Contractor and the Union agree that only such bona fide employee benefits as are explicitly required under N.J.S.A 34:11-56.30 of the New Jersey State Labor Law shall be included in this requirement and paid by the Contractor on this Project. Bona fide jointly trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if similarly protected under N.J.S.A. 34:11-56-30. Contractors shall not be required to contribute to non-N.J.S.A 34:11-56.30 benefits, trusts or plans.
- B. The Contractor agrees to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to Work done on this Project and only for those employees to whom this Agreement requires such benefit Payments.
- C. Should any Contractor or sub-contractor become delinquent in the payment of contributions to the fringe benefit funds, then the subcontractor at the next higher tier, or upon notice of the delinquency claim from the Union or the Funds, agrees to withhold from the subcontractor such disputed amount from the next advance, or installment payment for Work performed until the dispute has been resolved.

ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 1. WORK WEEK AND WORK DAY

- A. The standard work week shall consist of 40 hours of work at straight time rates per one of the following schedules:
 - 1) Five-Day Work Week: Monday-Friday, 5 days, 8 hours plus 1/2 hour unpaid lunch period each day.
 - (2) Four-Day Work Week: Monday-Thursday; 4 days, 10 hours plus 1/2 hour unpaid lunch period each day.

- B. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 7:30 p.m. Starting and quitting times shall occur at the employees' place of work as may be designated by the Contractor.
- C. Scheduling - The Contractor shall have the option of scheduling either a five-day work week, or four-day work week (when mutually agreed upon on a craft-by-craft basis). The Contractor shall also has the option to set the work day hours consistent with Project requirements, the Project schedule, and minimization of interference with County operations traffic flow. When conditions beyond the control of the Contractor, such as severe weather, power failure, fire or natural disaster, prevent the performance of Project Work on a regularly scheduled work day, the Contractor may, with mutual agreement of the Local Union on a craft-by-craft basis, schedule Friday (where on 4, 10's) during the calendar week in which a workday was lost, at straight time pay; providing the employees involved work a total of 40 hours or less during that work week.
- D. Notice - Contractors shall provide not less than 5 days prior notice to the Local Union involved as to the work week and work hours schedules to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2. OVERTIME

Overtime pay for hours outside of the standard work week and work day, described in paragraph A above, shall be paid in accordance with the applicable Schedule A. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall be worked, except as noted in Article 5, Section 2. There shall be no pyramiding of overtime pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime.

SECTION 3. SHIFTS

- A. Flexible Schedules - Scheduling of shift work shall remain flexible in order to meet Project schedules and existing Project conditions including the minimization of interference with County operations. It is not necessary to work a day shift in order to schedule a second shift. Shifts must be worked a minimum of five consecutive work days, must have prior approval of the Construction Project Manager and must be scheduled with not less than five work days notice to the Local Union.
- B. Second/Shift - The second shift (starting between 2 p.m. and 8p.m.) shall consist of 8 hours work (or 10 hours of work) for an equal number of hours pay at the straight time rate plus 15% in lieu of overtime and exclusive of a 1/2 hour unpaid lunch period.

- C. Flexible Starting Times - Shift starting times will be adjusted by the Contractor as necessary to fulfill Project requirements subject to the notice requirements of paragraph A.
- D. Four Tens - When working a four-day work week, the standard work day shall consist of 10 hours work for 10 hours of pay at the straight time rate exclusive of an unpaid 1/2 hour meal period and regardless of the starting time. This provision is applicable to night shifts only, and such night shifts are subject to the shift differential in paragraph B above.
- E. It is agreed that when Project circumstances require a deviation from the above shifts, the involved unions, Contractors and the General Contractor shall adjust the starting times of the above shifts or establish shifts which meet the Project requirements. It is agreed that neither party will unreasonably withhold their agreement.

SECTION 4. HOLIDAYS

- A. Schedule - There shall be 8 recognized holidays on the Project:

New Years Day	Labor Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

*Work shall be scheduled on Good Friday pursuant to the craft's Schedule A.

All said holidays shall be observed on the dates designated by New Jersey State Law. In the absence of such designations, they shall be observed on the calendar date except those holidays which occur on Sunday shall be observed on the following Monday. Holidays falling on Saturday are to be observed on the preceding Friday.

- B. Payment - Regular holiday pay, if any, and/or premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A.
- C. Exclusivity - No holidays other than those listed in Section 4-A above shall be recognized nor observed except in Presidential Election years when Election Day is a recognized holiday.

SECTION 5. REPORTING PAY

- A. Employees who report to the Work location pursuant to regular schedule and who are not provided with work or whose work is terminated early by a

- Contractor, for whatever reason, shall receive minimum reporting pay in accordance with the applicable Schedule A.
- B. When an employee, who has completed their scheduled shift and left the Project site, is "called back" to perform special Work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked with a minimum guarantee, as may be required by the applicable Schedule A.
 - C. When an employee leaves the job or Work location of their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked.
 - D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, high time or other special payments of any kind.
 - E. There shall be no pay for time not actually worked except as specifically set forth in this Agreement and except where an applicable Schedule A requires a full weeks pay for forepersons.

SECTION 6. PAYMENT OF WAGES

- A. Payday - Payment shall be made by check, drawn on a New Jersey bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by 10 a.m. on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than 3 days wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages.
- B. Termination-Employees who are laid-off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractors shall also provide the employee with a written statement setting forth the date of lay off or discharge.

SECTION 7. EMERGENCY WORK SUSPENSION

A Contractor or PMF may, if considered necessary for the protection of life and /or safety of employees or others, suspend all or a portion of Project Work. In such instances, employees will be paid for actual time worked; provided, however, that when a Contractor request that employees remain at the job site available for Work, employees will be paid for "stand-by" time at their hourly rate of pay.

SECTION 8. INJURY/DISABILITY

An employee who, after commencing Work, suffers a work-related injury or disability

while performing work duties, shall received no less than 8 hours wages for that day. Further, the employee shall be rehired at such time as able to return to duties provided there is still work available on the Project for which the employee is qualified and able to perform.

SECTION 9. TIME KEEPING

A Contractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 10. MEAL PERIOD

A Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the Work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

SECTION 11. BREAK PERIODS

There will be not rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's Work location. Local area practice will prevail for coffee breaks that are not organized.

ARTICLE 13 – APPRENTICES

SECTION 1. RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications as are contained in the applicable Schedule A in a ratio not to exceed 25% of the work force by craft (without regard to whether a lesser ratio is set forth in Schedule A), unless the applicable Schedules A provide for a higher percentage. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule A.

SECTION 2. DEPARTMENT OF LABOR

To assist the Contractors in attaining a maximum effort on this Project, the Unions agree to work in close cooperation with, and accept monitoring by, the New

Jersey State and Federal Departments of Labor to ensure that minorities, women, or economically disadvantaged are afforded opportunities to participate in apprenticeship programs which result in the placement of apprentices on this Project. To further ensure that this Contractor effort is attained, up to 50% of the apprentices placed on this Project should be first year, minority, women or economically disadvantaged apprentices. The Local Unions will cooperate with Contractor request for minority, women or economically disadvantaged referrals to meet this Contractor effort.

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA requirements and other requirements set forth in the contract documents are at all times maintained on the Project and the employees and Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the Contractor and the Owner from injury or harm. Failure to do so will be grounds for discipline, including discharge.

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors and the PMF for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

SECTION 3. INSPECTIONS

The Contractors and PMF retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

ARTICLE 15 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age in any manner prohibited by law or regulation. It is recognized that special procedures maybe established by Contractors and Local Unions and the New Jersey State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project.

SECTION 2. LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed

as including both genders.

ARTICLE 16 - GENERAL TERMS

SECTION 1. PROJECT RULES

The Project Management Firm and the Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project, provided they do not violate the terms of this agreement. These rules will be explained at the pre-job conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

SECTION 2. TOOLS OF THE TRADES

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the Work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

SECTION 3. SUPERVISION

Employees shall work under the supervision of the craft foreperson or general foreperson.

SECTION 4. TRAVEL ALLOWANCES

There shall be no payments for travel expenses; travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement and in Schedule A limited to travel expenses.

SECTION 5. FULL WORK DAY

Employees shall be at their staging area at the starting time established by the Contractor and shall be returned to their staging area by quitting time after performing their assigned functions under the supervision of the Contractor. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

SECTION 6. COOPERATION

The Project Management Firm and the Unions will cooperate in seeking any New Jersey statutory Department of Labor approvals that may be required for implementation of any terms of this Agreement.

ARTICLE 17 - SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of the Agreement shall remain in full force and effect. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future.

SECTION 2. THE BID SPECIFICATIONS

In the event that the General Contractor's bid specifications, or other action, requiring that a successful bidder become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law such requirement shall be rendered, temporarily or permanently, null and void but the Agreement shall remain in full force and effect to the extent allowed by law. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in constructions where the Contractor voluntarily accepts the Agreement. The parties will enter in to negotiations as to modifications to the Agreement to reflect the court action taken and the intent of the parties for contracts to be let in the future.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither UC, the Project Management Firm, or any Contractor, or any signatory Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order, injunction or determination. Project bid specifications will be issued in conformance with court orders in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 4. NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to signatory Contractors and signatory Unions.

ARTICLE 18 – FUTURE CHANGES IN SCHEDULE “A” AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

- A. Schedules “A” to this Agreement shall continue to full force and effect until the Contractor and/or Union parties to the Area Collective Bargaining

Agreements which are the basis for Schedules A notify the General Contractor in writing of the mutually agreed upon changes in provisions of such agreements which are applicable to the Project, and their effective dates.

- B. It is agreed that any provisions negotiated into Schedules "A" collective bargaining agreements will not apply to work on this Project than those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provisions be recognized or applied on this Project if it may be construed to apply exclusively, or predominantly, to work covered by this Project Agreement.
- C. Any disagreement between signatories to this Agreement over the incorporation into Schedules "A" of provisions agreed upon in the negotiations of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be not strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project by any Local Union involved in the renegotiations of Area Local Collective Bargaining Agreements nor shall there be any lock-out on the Project affective a Local Union during the course of such renegotiations.

IN WITNESS WHEREOF the parties hereto have, either individually or by their duly authorized representative, caused this Agreement to be executed and to become effective as of the _____ day of _____, 2011.

ATTEST:

JAMES E. PELLETTIERE, CLERK
Board of Chosen Freeholders

APPROVED AS TO FORM

ROBERT E. BARRY, ESQ.
County Counsel

ATTEST:

Corporate Secretary/Notary Public

Print Name

ATTEST:

Corporate Secretary/Notary Public

Print Name

COUNTY OF UNION

By: _____
ALFRED J. FAELLA
County Manager

CONTRACTOR

President/Authorized Signatory

Print Name

Print Title

CONSTRUCTION MANAGER FIRM

President/Authorized Signatory

Print Name

Print Title

UNION COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL

and on behalf of the following: Asbestos Local #32, Boilermakers Local #28, Bricklayers Local #4, Carpenters Local #715, Electricians Local #102, Elevator Construction Local #1, Ironworkers Local #480, Laborers Local #394, Operating Engineers Local #825, Painters Local #711, Plumbers Local #24, Roofers Local #4, Sheet Metal Workers Local #22, Sheet Metal Workers Local #25, Sheet Metal Workers Local #137, Sprinkler Fitters Local #696, Steam Fitters Local #475, Teamsters Local #408

ATTEST:

Witness

Print Name

LETTER OF ASSENT REQUIRED FROM ALL SUBCONTRACTORS
(OF ANY TIER)

County of Union Project Labor Agreement

The undersigned, as a Contractor(s) or Subcontractor(s) on a Contract which is part of the _____ Project, for and in consideration of the award of a Contract to perform Work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) On behalf of itself and all its employees, accepts and agrees to be bound by terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions, including but not limited to, evidence of compliance with the pre-employment controlled substance testing, will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.
- (2) Certified that it has no commitments or agreements, which would preclude its full compliance with the terms and conditions of said Project Labor Agreement.
- (3) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any Work.

DATED:

Name of Contractor/Company

Signature of Authorized Representative

Print Name and Title

General Contractor

Contract Number (BA#)

*** To be signed if Project is subject to Project Labor Agreement – See Section 54.**

56. BID PROTEST – LEGAL FEES AND COSTS

In the event a Bidder unsuccessfully challenges a Bid Submission by filing an action in a court of law concerning same, said Bidder shall be responsible for payment of reasonable legal costs and fees incurred by the County relating to said protest.

57. AMERICAN GOODS AND PRODUCTS WHERE POSSIBLE

Bidder shall comply with the requirements of NJSA 40A:11-18 and use only manufactured and farm products of the United States, wherever available, for the Project.

58. NEW JERSEY PAY-TO-PLAY REQUIREMENTS

This Contract is required by law to be publicly advertised for bids. As such, lists of political contributions pursuant to NJSA 19A:44A-1 et. seq. are NOT REQUIRED to be provided with the bids.

59. STATEMENT OF EQUIPMENT TO BE USED IN CONSTRUCTION

Pursuant to NJSA 40A:11-20 entitled Certificate of Bidder Showing Ability to Perform Contract, the County requires a Certification from all bidders submitting a bid showing that the Bidder owns, leases, or controls all necessary equipment required by the Project Plans and Specifications. All bidders shall provide this information at the time of the bid opening using the attached form entitled, "CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT".

If the Bidder is not the actual owner of the equipment, it shall state the source from which the equipment will be obtained and shall attach a certificate from the owner or person in control of the equipment demonstrating that the equipment owner has granted the Bidder control of the requisite equipment during such time as may be necessary for completion of the portion of the contract for which the equipment is necessary.

60. NEW JERSEY SALES AND USE TAX REQUIREMENTS,

Contractors are required to comply with the following:

New Jersey Sales and Use Tax Requirements: All contractors with subcontractors, or any of their affiliates, who enter into contracts for the provision of goods or services with or for New Jersey local government entities, are required to collect and remit to the New Jersey Director of Taxation in the Department of the Treasury the use tax due on all of their sales of tangible personal property delivered into the State of New Jersey pursuant to the "Sales and Use Tax Act," (NJSA 54:32B-1 et, seq.), regardless of whether the tangible personal property is intended for a contract with the contracting agency. This tax shall be remitted for the term

of the Contract.

For purposes herein “affiliate” shall mean any entity that: (a) directly, indirectly, or constructively controls another entity, (b) is directly, indirectly, or constructively controlled by another entity, or (c) is subject to the control of a common entity. For purposes of the immediately preceding sentence, an entity controls another entity if it owns, directly or indirectly, more than fifty percent (50%) of the ownership interest in that entity. NJSA 52:32-44(g)(3).

BID DOCUMENT SUBMISSION CHECKLIST

ALL SIGNATURES AND SEALS SHALL BE ORIGINALS UNLESS OTHERWISE SPECIFIED

EACH BIDDER SHOULD COMPLETE THIS FORM AND INITIAL EACH ENTRY.

DATE COMPLETED: _____

IN ACCORDANCE WITH THE BID SPECIFICATIONS I HAVE REVIEWED, COMPLETED/EXECUTED AND INCLUDED THE FOLLOWING FORMS:

_____ Bid Form Page (**Signed, Dated and Bid on all alternatives applicable to the Work**).

_____ Security in the form of:

_____ Bid bond in an amount equal to 10% of the total amount of this bid not to exceed \$20,000.00: or

_____ Certified check or cashier's check in the amount of 10% of this bid not to exceed \$20,000.00

_____ Consent of Surety form signed by a Surety Company if the total amount of your bid is over \$36,000.00. If your bid is accepted, the Surety Company that provided the Consent shall be required to furnish a Performance, Labor and Materials Bond in the amount of 100% of the award of contract.

The County of Union has provided its Consent of Surety form for your use. The use of this form by your Surety Company will expedite the bid review process and eliminate the possibility of having your bid rejected. If, however, you should need to use another form, please use language similar to that used on the Union County form and avoid making any additions or deletions to the Union County form language. In lieu of the Consent of Surety you may submit a Certified Check in the full amount of the bid.

_____ STATEMENT OF BIDDER OWNERSHIP. Pursuant to N.J.S.A. 52:25-24.2, which includes **BOTH** of the following documents:

- Bidder Signature Page
- Bidder Disclosure Statement (**Fill out 2 pages completely**)

_____ SUBCONTRACTOR IDENTIFICATION. Pursuant to N.J.S.A. 40A:11-16, which includes **BOTH** of the following documents:

- Subcontractor Identification Statement: List of Subcontractors (**only for certain types of work**)
- Subcontractor Identification Certification

_____ Acknowledgement of Addendum form – (**This form is to be used only when an addendum has been added to the specifications**).

_____ A copy of the State of New Jersey Department of the Treasury, Division of Revenue, **Business Registration Certificate ("BRC")** should be included with the bid as it must be received by the County prior to the award of the contract. The BRC provided must show that the Bidder was registered at the time of receipt of bids or the bid will be rejected.

_____ A copy of the State of New Jersey Department of the Treasury, Division of Revenue, **Business Registration Certificate ("BRC")** of all named or listed subcontractors on page B-11 (List of Subcontractors) in a construction bid should be included with the bid as the BRC(s) must be received by the County prior to the award of the contract. Each subcontractor's certificate provided must show that the subcontractor was registered at the time of receipt of bids or the bid will be rejected.

- _____ Affirmative Action Requirement
- _____ Certificate of Bidder showing ability to perform Contract.
- _____ Non-Collusion Affidavit – Fill out completely and notarize.
- _____ Certificate from NJ Department of Labor – Public Works Contractor Registration Act. **(Only for certain types of work).**
- _____ Federal Attachments **(If applicable)**
- _____ NJDPMC Certificate/Notice of Classification **(If applicable)**
- _____ Americans with Disabilities Act
- _____ Statement of Bidder's Qualifications
- _____ Contractor Performance Record
- _____ Affidavit Regarding List of Debarred, Suspended or Disqualified Bidders
- _____ Prior Negative Experience Questionnaire
- _____ Contractor's Certification of Compliance – New Jersey Prevailing Wage Act
- _____ Uncompleted Contracts Affidavit **(For Bidder, if applicable) and MUST ALSO PROVIDE DPMC FORM 701**
- _____ Certificate of Insurance Statement.
- _____ Collection of Use Tax on Sales to Local Governments Statement.
- _____ Acknowledgement of PLA
- _____ Time of completion

I HAVE TAKEN THE FOLLOWING ACTIONS:

- _____ Visited the site and attended Pre-Bid Meeting **(Where applicable).**
- _____ Reviewed the Contract Documents (including any permits the County or its professionals may have obtained), Work, Site, Locality, and Local Conditions and Laws and Regulations that in any manner may affect Cost, Progress, Performance or Furnishing of Work.
- _____ Reviewed Bond Requirements
- _____ Provided Proof of Compliance with New Jersey Prevailing Wage Act.
- _____ Read and Executed, upon Contract award, Project Labor Agreement **(Applicable to Projects, the total cost of which exceed \$5 Million irrespective of phasing)**
- _____ Reviewed Form of Owner/Contractor Agreement and General Conditions to the Contract.

NOTE: SPECIAL ATTENTION IS TO BE GIVEN TO SECTION 54 OF THE GENERAL SPECIFICATIONS (PROJECT LABOR AGREEMENT)

NOTE: QUESTIONS PERTAINING TO THIS BID ARE TO BE DIRECTED TO DIVISION OF ENGINEERING AT 908-789-3675.

BIDDING DOCUMENTS

The Bidding Documents consist of the following items:

- **ADDENDA, if issued**
- **CLARIFICATIONS, if issued**
- **INSTRUCTIONS TO BIDDERS**
- **BID FORM**
- **OWNER-CONTRACTOR AGREEMENT (AIA 101) AND GENERAL CONDITIONS (AIA 201)**
- **SPECIFICATIONS: As outlined in the Table of Contents and included in the Project Manual.**
- **DRAWINGS: As per List of Drawings, indicated on Project Title Sheet.**

Bidder's Name _____

BID FORM

I/We have carefully examined the plans, specifications, and advertisement for bid for the

**NEW FIRE ALARM SYSTEM AT CHURCH STORE BUILDING
TOWNSHIP OF BERKELEY HEIGHTS, COUNTY OF UNION, NEW JERSEY**

BA# 41-2013; Union County Engineering Project No 2010-024

that is on file in the Union County Division of Engineering. I/We have inspected the site of the work and will contract to do all the work and furnish all materials mentioned in said plans and specifications. Work will be accomplished in the manner prescribed therein.

LUMP SUM BASE BID:

Words

Figures

BID CONTINGENCY: (To be used if and when directed by the County)

Ten Thousand Dollars
Words

\$10,000.00
Figures

TOTAL LUMP SUM BASE BID PLUS BID CONTINGENCY AMOUNT:

Written

Figures

NOTE: Bid Contingency may include one-half of one percent of contract amount set aside for local training if and when directed by the County.

Bidder's Name _____

CONSENT OF SURETY
TO ACCOMPANY PROPOSAL (BID)

_____ (hereinafter called Surety), organized and existing under the laws of the State of _____ duly authorized and qualified to transact business in the State of New Jersey, in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration, hereby certifies and agrees that if the contract for which the attached proposal is made be awarded to _____ (hereinafter called Contractor) for the performance of certain work and labor or the supplying of certain materials, or both, as more particularly set forth in said proposal and described for purposes of this instrument as a proposal for _____ to the COUNTY OF UNION and if Contractor shall enter into the contract, Surety will become bound as surety for its faithful performance, labor and material payment and will provide the Contractor with a performance, labor and material payment bond in the full amount of the contract price.

NOTE:
Expiration date
Needed if Annual
Surety

NAME OF INSURANCE COMPANY
ADDRESS: _____

ORIGINAL SIGNATURE
ATTORNEY-IN-FACT FOR INSURANCE CO.

NOTE: PROOF OF AUTHORITY OF OFFICERS OF SURETY COMPANY TO EXECUTE THIS DOCUMENT MUST BE SUBMITTED.

BIDDER SIGNATURE PAGE

THE BIDDER MUST READ THE FOLLOWING INSTRUCTIONS TO COMPLETE THIS PAGE:

1. If doing business under a **trade name, partnership or a sole proprietorship**, you must submit the bid under exact title of the trade name, partnership, or proprietorship, and the bid must be signed by either the **owner**, or a **partner** and **witnessed** by a **notary public**.
2. If a **Corporation**, the bid must be signed by the **President** or **Vice President** and **witnessed** by a **Corporate Secretary** (corporate title must be exact) and **affix corporate seal**. If a Corporate Secretary does not exist, President or Vice President's signature shall be witnessed by a Notary Public.
3. Other persons **authorized** by **corporate resolution** to execute agreements in its behalf may also sign the bid documents (pages). **Copy of a resolution must accompany the bid.**
4. The person who signs this bid form **must also** sign the **Non-Collusion Affidavit**.
5. You **cannot** witness your own signature.

NAME OF BIDDER

ADDRESS OF BIDDER

**ORIGINAL SIGNATURE
CORPORATE SECRETARY**

**PRINT NAME AND TITLE
CORPORATE SECRETARY**

TEL: _____
FAX: _____
E-Mail: _____

BY: _____
ORIGINAL SIGNATURE

Corporate Seal

PRINT OR TYPE NAME AND TITLE

WARNING: IF YOU FAIL TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE, YOUR BID MAY BE REJECTED.

Bidder's Name _____

BIDDER DISCLOSURE STATEMENT

N.J.S.A. 52:25-24.2 (P.L. 1977 c. 33)

Failure of the bidder/respondent to submit the required information is cause for automatic rejection.

CHECK ONE

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

LEGAL NAME OF BIDDER: _____

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

Complete if the bidder/respondent is one of the 3 types of corporations:

Date Incorporated: _____ **Where Incorporated:** _____

BUSINESS ADDRESS:

Street Address **City** **State** **Zip Code**

Telephone # **Fax #**

Pursuant to N.J.S.A. 52:25-24.2, also referred to as P.L. 1977, c. 33, no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Further, the Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

Bidder's Name _____

BIDDER DISCLOSURE STATEMENT – (Continued)

N.J.S.A. 52:25-24.2, also referred to as **P.L. 1977, Ch. 33**, requires all corporate and partnership bidders for state, county, municipal or school district contracts to submit a list of names and addresses of all stockholders owning 10% or more of their stock or 10% or more of the stock of the corporate stockholders or in the case of partnership the names and addresses of those partners owning 10% or greater interest in the partnership. Furthermore, the Union County Board of Chosen Freeholders requires a statement from all Bidders, which must indicate all Principals of Bidders.

You must set forth the name, home address, title and percentage of ownership of every person who is an owner of the bidder. You must also set forth the business form of the bidder.

II. Principals:

	NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.				
2.				
3.				
4.				

If one or more of the owners of the Bidder is itself a corporation or partnership, then for that corporation or partnership owner you must set for the name, home address, title and percentage of ownership of every person who is an owner of that corporation or partnership.

	NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.				
2.				
3.				
4.				

Bidder's Name _____

SUBCONTRACTOR IDENTIFICATION STATEMENT

LIST OF SUBCONTRACTORS

This form is ONLY required for plumbing and gas fitting, steam and hot water heating and ventilating apparatus, steam power plants, electrical work, structural steel, ornamental iron work, and any other trades required to be identified by the specifications.

☐ **CHECK THIS BOX IF NONE OF THE ABOVE LISTED TRADES OR THOSE REQUIRED TO BE IDENTIFIED IN THE SPECIFICATIONS ARE TO BE USED TO PERFORM THE WORK**

In compliance with N.J.S.A. 40A:11-16 and the bid specifications, the undersigned hereby lists the name or names of the following subcontractors:

Company Name: _____

Address: _____

Telephone: _____ Subcontract Amount: \$ _____

Specific Scope of Work Subcontracted: _____

License No. _____

Company Name: _____

Address: _____

Telephone: _____ Subcontract Amount: \$ _____

Specific Scope of Work Subcontracted: _____

License No. _____

Company Name: _____

Address: _____

Telephone: _____ Subcontract Amount: \$ _____

Specific Scope of Work Subcontracted: _____

License No. _____

IF MORE THAN THREE SUBCONTRACTORS, PLEASE COPY THIS SHEET AS NECESSARY AND ATTACH TO THE BID PACKAGE.

(Continued on following page)

SUBCONTRACTOR IDENTIFICATION CERTIFICATION

Note the law does not permit the listing of alternate subcontractors. However, multiple subcontractors for the same trade are permitted to be named provided the bidder meets the following requirements:

- Bidder identifies each subcontractor named for that category;
- Bidder states the scope of work, goods and services (the portion of the work) to be performed by each subcontractor; and
- Bidder provides the price quote provided by each subcontractor.

The bidder is advised that any change of subcontractor(s) from ones listed herein is subject to the County's approval. Change of subcontractor(s) will be approved only if made for good cause and not as a result of an arbitrary purpose.

The undersigned Bidder certifies and declares that the subcontractors listed above shall be used as subcontractors to complete certain portions of the work in this project as set forth in N.J.S.A. 40A: 11-16.

Witness

Date _____

NAME OF BIDDER

ADDRESS

By: _____
ORIGINAL SIGNATURE ONLY

PRINT NAME AND TITLE

Bidder's Name: _____

ACKNOWLEDGMENT OF ADDENDUM

COUNTY OF UNION

(Name of Construction /Public Works Project)

(Project or Bid Number)

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder, hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the County of Union's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick- up, etc.)	Date Received

ACKNOWLEDGMENT BY BIDDER:

NAME OF BIDDER: _____

ORIGINAL SIGNATURE: _____

PRINTED NAME AND TITLE: _____

DATE: _____

CONTRACTOR BUSINESS REGISTRATION CERTIFICATE

New Mandatory Requirement - Effective 1/18/2010

The recently enacted . **P.L. 2009, c.315**, requires that effective January 18, 2010; a contracting agency must receive proof of the bidder's business registration prior to the award of a contract. However, the proof must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each subcontractor must be provided prior to the award of bid. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be

- A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue; or
- A copy of the web version provided by the NJ Division of Revenue, or

Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730.

Note: A NJ Certificate of Authority is not acceptable.

FAILURE to submit proof of registration of the bidder or any subcontractor named on the bid prior to the award of a contract shall be cause to reject the bids.

FAILURE of the bidder or any subcontractor named on the bid to be registered prior to the receipt of bids is cause for a **MANDATORY REJECTION** of bids. (A NON-WAIVABLE DEFECT). This covers construction work as well as non-construction bids.

IN ADDITION:

The contractor shall provide written notice to all **subcontractors and suppliers** not specifically named on the bid of the responsibility to register and submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Bidder's Name _____

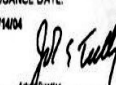

BUSINESS REGISTRATION
Mandatory Requirement

P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the bidder's business registration prior to the award of a contract. However, the proof must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS	
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT TAXPAYER IDENTIFICATION: 970-097-382/000 ADDRESS: 847 ROEBLING AVE TRENTON, NJ 08611 EFFECTIVE DATE: 01/01/01 <small>FORM-BRC(01/01)</small>	TRACE NAME: CLIENT REGISTRATION SEQUENCE NUMBER: 0107310 ISSUANCE DATE: 07/14/04  <small>Accepted for use</small> <small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>
 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name: TAX REG TEST ACCOUNT	
Trade Name:	
Address: 847 ROEBLING AVE TRENTON, NJ 08611	
Certificate Number: 1093907	
Date of Issuance: October 14, 2004	
For Office Use Only:	
20041014112813533	

ATTACH BRC HERE

Bidder's Name _____

AFFIRMATIVE ACTION REQUIREMENT

REQUIRED AFFIRMATIVE ACTION EVIDENCE

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

CONSTRUCTION CONTRACTS: The successful contractor must submit within three (3) days of the notice of intent to award or the signing of the contract the initial project manning report (A.A.201). This report should be submitted at the time the signed contract is returned to the County of Union. Attention: *Affirmative Action Officer*.

If the successful contract does not submit the initial project manning report (A.A.201) within the three (3) days from the time the signed contract is returned to the County of Union, the County of Union WILL declare the contractor non-responsive and award the contract to the next lowest responsible bidder.

NAME OF BIDDER

ORIGINAL SIGNATURE

PRINT OR TYPE NAME AND TITLE

DATE THIS FORM IS COMPLETED

EXPERIENCE STATEMENT

I hereby certify that my company has performed the following private or public work, which is relevant to this bid. I further certify that my company has never defaulted under any contract. Should you not sign this form due to prior defaults, please provide details on an attached sheet.

Give name of project, owner's name and address, contact person, and phone number, type of work, when started and completed, and dollar amount of work.

Witness

Date

NAME OF BIDDER

ADDRESS

By:

ORIGINAL SIGNATURE ONLY

PRINT NAME AND TITLE

YOU MAY ATTACH ADDITIONAL SHEETS, BUT YOU MUST SIGN AND WITNESS THIS SHEET.

Bidder's Name _____

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

STATE OF NEW JERSEY / _____)
Specify, if Other) SS:
COUNTY OF _____)

I, _____, of the (City, Town, Borough, etc.) of _____
 _____ State of _____, of full age, being duly sworn according to
 law on my oath depose and say that:

I am _____ of the firm of _____, the Bidder making the proposal for the above named Project ("Contractor"), and that I executed said proposal with full authority to do so; and that said Contractor, pursuant to N.J.S.A. 40A:11-20, certifies that it owns, leases or controls all the necessary equipment required by the Plans, Specifications and Advertisements under this Bids are asked for.

If the Bidder is not the actual owner or lessee of any such equipment, then the Bidder shall attach to this Certificate information identifying the source from which the equipment will be obtained, and such information shall be accompanied by a certificate from the owner or person in control of the equipment definitively granting to the Bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract.

(Also type or print name of affiant under signature)

By: _____

Bidder's Name _____

NON-COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)

STATE OF _____)
)SS: _____
COUNTY OF _____)

I _____, of the City of _____, in the County of _____, and the State of _____, of full age, being duly sworn according to law, on my oath depose and say that: I am _____ of the firm of _____, the bidder making the proposal for the above named project, and that I executed the said proposal for the above named project, and that I executed the said proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participation in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this Affidavit are true and correct, and made with full knowledge that the COUNTY OF UNION, NEW JERSEY relies upon the truth of the statements contained in said proposal and in the statements contained in the affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bonafide established commercial or selling agencies maintained by _____ (N.J.S.A. 52:34-15).

NAME OF BIDDER

ORIGINAL SIGNATURE ONLY

NOTE: The person who signed the bidder signature page for the bidder should sign this form also.

Subscribed and sworn before me
this _____ day of _____, 200____.

Notary Public of the State of _____
My commission expires: _____

WARNING: IF YOU FAIL TO FULLY, ACCURATELY, AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOUR BID MAY BE REJECTED.

Contractor Registration Advisement

For Public Works Projects

A new law, known as "The Public Works Contractor Registration Act" (P.L. 1999, c.238), became effective April 11, 2000. Under the Act, no contractor/subcontractor will be permitted to bid on or engage in any contract for public work, as defined in Section 2 of P.L. 1963, c.150 (C:34:11-56.26), unless that contractor/subcontractor is registered with the New Jersey Department of Labor. The Act provides that upon registration with the Department, a public works contractor/subcontractor will be issued a certificate by the Department indicating compliance with the Act's requirements. The registration fee has been set at \$300.00 per year. Upon the effective date of the Act, public bodies will be expected to request production of such a certificate from those bidding on or engaging in public works projects.

It is important to note that the term "contractor," is defined in the, Act as, "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract which is subject to the provision of the "New Jersey Prevailing Wage Act," P.L. 1963, c.150 (C.34:11-56.25, et seq.) for the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or a public institution, and includes any subcontractor or lower tier subcontractor as defined herein: except that, for the purposes of the act, no pumping station, treatment plant or other facility associated with utility and environmental construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as a public building regularly open to and used by the general public or a public institution."

Registration forms, copies of the Act, and other relevant information can be obtained by contacting:

Contractor Registration Unit
New Jersey Department of Labor
Division of Wage & Hour Compliance
PO Box 389
Trenton, New Jersey 08625-0389
Telephone: 609-292-9464
Fax: 609-633-8591
E-mail: contreg@dol.state.nj.us

Bidder's Name _____

AMERICANS WITH DISABILITIES ACT
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C.S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Name _____ **(Please print or type)**

Signature _____ **Date** _____

Bidder's Name _____

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

1. _____
(Name of Bidder)
2. _____
(Permanent Main Office Address)
3. _____
(When Organized)
4. _____
(If a Corporation, Where Incorporated)
5. Number of years engaged in construction or contracting business under present firm or trade name? _____
6. Contracts on hand: (Show gross amount of each Contract and the appropriate dates of Completion) _____

7. General character of work performed by you. _____

8. Have you ever failed to complete any work awarded to you? _____

9. Have you ever defaulted on a Contract? _____ If so, complete details, including where and why?

Bidder's Name _____

10. List your major equipment available for this Contract. (Attach separate sheet, if necessary)

11. Experience in the Construction work similar in importance to this Project.

12. Have you had any material adverse changes from the trades as listed in NJ Notice of Classification within last five (5) years? _____. If so, list prior classification.

13. Background and experience of the principal members of your organization, including the officers.

14. Bank Reference. (Name, Address, Phone, Representative) _____

15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the proper agency? _____

16. The undersigned, hereby authorized and requests any person, firm or corporation to furnish any information requested by the proper agency in verification of the recitals comprising this Statement of Bidder's Qualifications.

17. Bidder's telephone number, fax number and e-mail address (if applicable).

Phone _____

Fax _____

E-mail _____

Mobile _____

Bidder's Name _____

Dated at _____ this _____ day of _____, 20__.

BIDDER (Signature)

BIDDER (Print Name)

Subscribed and sworn to before me
this _____ day of _____, 20__.

(Seal) Notary Public of New Jersey/
Specify Other State
My Commission Expires _____, 20__.

**NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH
 YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.**

Bidder's Name _____

CONTRACTOR PERFORMANCE RECORD

How many years has your organization been in business as a Contractor under your present business name? _____

How many years experience in construction work has your organization had (a) As a general contractor? _____ (b) As a subcontractor? _____

What is the construction experience of the principal individuals of your organization?

Individual's Name	Present Position or Office	Yrs. of Construction Experience	Magnitude & Type of Work	In What Capacity

Have you ever failed to complete any work contracted to you?

If so, where and why? (Attach separate sheet if necessary)

Has any officer or partner of your organization ever failed to complete a construction contract handled in its own name?

If so, state name of individual, name of owner, location and type of project, and reason for the failure to complete.

PERFORMANCE RECORD (Continued) List of all contracts completed by you.

Bidder's Name _____

Name of Owner	Name & Location of Project: Type Of Work	Prime or Sub- Cont.	Engineer or Architect in Charge for Owner	Contract Price (Omit Cost)	Date Completed	Was Time* Extension Necessary	Were Any Penalties Imposed	Were Liens* Claims or Stop Notice Filed

Explain "Yes" answers under following item.

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

Bidder's Name _____

Explanation of details in connection with non-completion of contracts, time extensions, penalties imposed, labor troubles experience, liens, claims and notices filed again contracts listed in preceding item "Performance Record."

CERTIFICATION

The information above is true and complete to the best of my knowledge and belief.

(Name of Organization)

(Signature)

(Title)

Subscribed and sworn to before me
This _____ day of _____, 20__.

(Seal) Notary Public of New Jersey/
Specify Other State
My Commission Expires _____, 20__.

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

Bidder's Name

AFFIDAVIT REGARDING LIST OF DEBARRED, SUSPENDED OR DISQUALIFIED BIDDERS

STATE OF NEW JERSEY / _____)
Specify, if Other) SS:
COUNTY OF _____)

I, _____, of the (City, Town, Borough, etc.) of _____
 _____ State of _____, of full age, being duly sworn according to
 law on my oath depose and say that:

I am _____ of the firm of _____, the Bidder making the Proposal for the above named Project. I have executed the said Proposal with full authority to do so. Said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by any State or Federal Agency.

Name of Contractor

By: _____
(Signature of Authorized Representative)

Subscribed and sworn to before me
this _____ day of _____, 20__.

(Seal) Notary Public of New Jersey/
Specify Other State _____
My Commission Expires _____, 20____.

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

Bidder's Name _____

PRIOR NEGATIVE EXPERIENCE QUESTIONNAIRE – CERTIFICATION

(N.J.S.A. 40A:11-4)

1. Within the past ten (10) years, have you been found, through either court adjudication, arbitration, mediation, or other contractually stipulated alternate dispute resolution mechanism, to have: failed to provide or perform goods or services; or failed to complete a contract in a timely manner; or otherwise performed unsatisfactorily under a prior contract with a public entity?

_____ yes _____ no If yes, please provide full, detailed explanation.

2. Within the past ten (10) years, have you defaulted on a contract, thereby requiring a public entity to utilize the services of another contractor to provide the goods or perform the services or to correct or complete the contract?

_____ yes _____ no If yes, please provide full, detailed explanation.

3. Within the past ten (10) years, have you defaulted on a contract, thereby requiring a public entity to look to your surety for completion of the contract or tender of the costs of completion?

_____ yes _____ no If yes, please provide full, detailed explanation.

4. Within the past ten (10) years, have you been debarred or suspended from contracting with any of the agencies or department of the executive branch of the State of New Jersey at the time of the contract award, where the action was based on failure to perform a contract for goods or services with a public entity?

_____ yes _____ no If yes, please provide full, detailed explanation.

Bidder's Name _____

CERTIFICATION

I hereby certify that the above statements are true and accurate as of this _____ day of _____, 20__.

Name of Contractor

By _____
(Signature of Authorized Representative)

Subscribed and sworn to before me
This _____ day of _____, 20__.

(Seal) Notary Public of New Jersey/
Specify Other State
My Commission Expires _____, 20__.

**NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR
 PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.**

Bidder's Name

TO BE COMPLETED ONLY WHEN FINAL PAYMENT IS REQUESTED

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE -
NEW JERSEY PREVAILING WAGE ACT**

TO: County of Union
Division of Engineering
2325 South Avenue
Scotch Plains, New Jersey 07076

CONTRACT: _____

PROJECT: _____

In accordance with the requirements of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56 et al *, the undersigned contractor on the public work being performed for:

COUNTY OF UNION

hereby certifies that he/she has complied with the contract requirements regarding the payment of the minimum prevailing wages established under "The New Jersey Prevailing Wage Act" N.J.S.A. 34:11-56 et al.

CONTRACTOR: _____

ADDRESS: _____

BY: _____

ORIGINAL SIGNATURE ONLY

STATE OF NEW JERSEY

COUNTY OF _____

Being by me duly sworn according to law, on his oath deposes
and says that _____ is _____
of _____ the above named contractor, and that
the facts set forth in the above statement are true.

Subscribed and sworn before me
this ____ day of _____, 200____.

Notary Public: _____

My Commission Expires: _____

* N.J.S.A. 34:11-56.33 requires the contractor and subcontractor to file written statements with the public body in form satisfactory to the Commissioner certifying to the amounts then due and owing from such contractor and subcontractor filing such statement to any and all workmen for wages due on account of the public work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively. Union County will withhold the amount so deducted for the benefit of the workmen whose wages are unpaid as shown by the verified statement filed, and will pay directly to any workman the amount shown by such statement to be due to him for such wages. Such payment shall thereby discharge the obligation of the contractor to the person receiving such payment to the extent of the amount thereof.

Bidder's Name_____

UNCOMPLETED CONTRACTS AFFIDAVIT
(To be Submitted with DPMC Form 701)

PURSUANT TO N.J.A.C. 17:19-2.13, BIDDER DECLARES THE FOLLOWING WITH RESPECT TO ITS UNCOMPLETED CONTRACTS, ON ALL WORK, FROM WHATEVER SOURCE (PUBLIC AND PRIVATE), BOTH IN NEW JERSEY AND FROM OTHER GOVERNMENTAL JURISDICTIONS

Entity	Project Title	Original Contract Amount	Uncompleted Amount As Of Bid Opening Date	Name and Telephone Number of Party to be Contacted From Entity For Verification

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS \$_____

Sworn and Subscribed to Before me
this ____ day of _____, 20__

Notary Public

BIDDER:

(Signature)

(Print Name)

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

Bidder's Name_____

CERTIFICATE OF INSURANCE STATEMENT

The Bidder fully understands the County of Union insurance requirements as stated in the Instructions to Bidders as well as the Owner/Contractor Agreement and agrees to provide all insurance required by these documents prior to the issuance of the Notice to Proceed.

BIDDER (Signature)

BIDDER (Print Name)

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

Bidder's Name_____

COLLECTION OF USE TAX ON SALES TO LOCAL GOVERNMENTS STATEMENT

The Bidder fully understands the requirements of the use tax on sales to local governments as stated in the General Conditions to the Contract for Construction and the Instructions to Bidders, and agrees at all times to comply with the "Contractor Use Tax Collection Legislation", as defined therein, and the terms relating thereto contained in the Contract Documents.

BIDDER (Signature)

BIDDER (Print Name)

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

Bidder's Name

ACKNOWLEDGEMENT OF PROJECT LABOR AGREEMENT
(Projects of \$5 Million or more irrespective of Phasing)

Contractor _____, hereby acknowledges that the within Project, upon which the undersigned has submitted a Bid Proposal, requires the execution of a Project Labor Agreement and the utilization of union employees. The undersigned agrees to execute the PLA and comply with all terms and conditions of same in the performance of the Work.

Attest: _____ Contractor
By: _____

Bidder's Name_____

TIME OF COMPLETION

The undersigned proposed that if awarded the Contract, the scope of work will be started within ten (10) calendar days and will be substantially completed within **Ninety (90) calendar days** from the date of the notice to proceed.

I, _____ of _____
NAME (Print or type) COMPANY

Agree to complete work in the time frame specified _____
SIGNATURE

SITE VISIT – GENERAL CONTRACTOR

I, _____ of _____
NAME (Print or type) COMPANY

Visited the site of the work on _____
SIGNATURE

DRAFT AIA Document A101™ - 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« »
« »
« »
« »

and the Contractor:
(Name, legal status, address and other information)

« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

«County of Union»

« »
« »

The County Engineer or his designee:
(Name, legal status, address and other information)

« »
« »
« »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The Contractor will not be compensated for labor or materials outside the scope of work that is not properly authorized.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a Notice to proceed issued by the Owner, which is anticipated to be on or about

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows: Not applicable.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

Entire Work

TBD

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« » Should the Contractor fail to complete fully, and in conformity with all provisions of the Contract within the Contract Time, the Contractor shall, and hereby agrees to pay the Owner One Thousand Dollars (\$1,000.00) per day for as liquidated damages, for each consecutive calendar day beyond the number of days allowed by the Contract, which sum is agreed upon as reasonable and proper measure of damages that the Owner will sustain per diem by failure of Contractor to complete Work within time as stipulated; it is being recognized by Owner and Contractor that the injury to Owner that could result from a failure of the Contractor to complete on schedule, is uncertain and cannot be computed exactly. In no way shall costs of Liquidated Damages to be construed as a penalty to the Contractor. (See Bid Documents)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »
§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the County Engineer or his designee by the Contractor and Certificates for Payment issued by the County Engineer or his designee, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »
§ 5.1.3 The Contractor shall submit a Preliminary Payment Request (Pencil Requisition) to the County Engineer or his designee on the twenty-fifth (25th) day of any given calendar month for Work performed during that month,

Upon receipt of the Pencil Requisition from the Contractor, the County Engineer or his designee shall review the Pencil Requisition and approve or disapprove of it in whole or in part as set forth hereafter. Within (4) calendar days of receipt of the Pencil Requisition from the Contractor, the County Engineer or his designee shall return the Pencil Requisition to the Contractor, with those charges that are approved or disapproved, if any, by the County Engineer or his designee, for the Contractor's incorporation into an Application for Payment. Within two (2) calendar days of return of the Pencil Requisition from the County Engineer or his designee, the Contractor shall submit a formal application for Payment to the County Engineer or his designee for review and approval by the County Engineer or his designee incorporating any revisions made by the County Engineer or his designee in the Pencil Requisition submission. Within five (5) calendar days of receipt of Contractor's Application for Payment, the County Engineer or his designee shall take any one of the following actions:

- 1) Certify the entire Application for Payment;
- 2) Certify partial payment and provide the Contractor with reasons for withholding the remaining portion of the payment; or
- 3) Withhold certification of the entire Application for Payment and provide the Contractor with reasons for withholding the entire payment,

Once the Application for Payment is certified either in whole or in part, the County Engineer or his designee shall transmit the Certified Payment Application within three (3) calendar days to the Owner for its review and payment. The Owner shall make payment to the Contractor for the Certified Payment Amount by no later than the time period set forth in the New Jersey Prompt Payment Act following receipt of the Certificate for Payment from the County Engineer or his designee. The Owner shall not be obligated to pay any Application for Payment until the Application for Payment is certified by the County Engineer or his designee. Approval of any Application for Payment may be withheld should the Contractor fail to submit Manning Reports in a timely manner.

Pursuant to N.J.S.A. 2A:30A-1 et seq. (the "Prompt Payment Act"), a public or governmental entity that requires the entity's governing body to vote on authorizations for each periodic payment, final payment, or retainage monies, such as the Owner, is excepted from the timing requirements of the Act. Accordingly, the Owner shall not approve the Contractor's Application for Payment until it is certified by the County Engineer or his designee in accordance herewith and shall not approve the Contractor's Certified Payment Application until the next scheduled public meeting of the Owner following the Owner's receipt of the Certified Payment Application from the County Engineer or his designee. The Owner shall not make payment to the Contractor for the Certified Payment Amount until the Owner's subsequent payment cycle following its approval of the Payment Application.

Pursuant to this same Act, if a payment due pursuant to the provisions herein is not made in a timely manner, the Owner shall be liable for the amount of money owed under the contract, plus interest at a rate equal to the prime rate plus one percent (1%), notwithstanding anything to the contrary in the Contract Documents. Interest on amounts due pursuant to the Act shall be paid to the prime contractor for the period beginning on the day after the required payment date and ending on the day on which the check for payment is received by the Contractor.

Pursuant to this same Act, disputes regarding whether a party has failed to make payments required by the Act may be submitted to a process of alternative dispute resolution, notwithstanding anything to the contrary in the contract documents, where the parties agree to same. Alternative dispute resolution permitted by the Act shall not apply to disputes concerning any other matters that may arise under or from this Contract. Any civil action brought to collect payments shall be conducted in Union County, State of New Jersey, and the prevailing party shall be awarded reasonable costs and attorneys' fees.

§5.1.4 The County Engineer or his designee may decide not to certify payment and may withhold a Certificate for Payment, in whole or in part, to the extent reasonably necessary to protect the Owner if, in the County Engineer or his designee's opinion, the representations as described in Section 5.1.5 below cannot be made to the Owner. If the County Engineer or his designee withholds a Certificate for Payment, the County Engineer or his designee will notify the Contractor and Owner as provided in Section 5.1.3 above. If the Contractor and County Engineer or his designee cannot agree on a revised amount, the County Engineer or his designee will issue a Certificate for Payment for the amount for which the County Engineer or his designee is able to make such representations to the Owner as set forth in Section 5.1.3 above. The County Engineer or his designee may also decide to withhold certifying

payment in whole or in part, or, because of subsequently discovered evidence or subsequent observations, to such extent as may be necessary in the County Engineer or his designee's opinion to protect the Owner from loss because of:

- .1 Defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or Liquidated Damages for the anticipated delay;
- .7 failure to carry out the Work in accordance with the Contract Documents;
- .8 avoidable delay in the progress of the Work;
- .9 deliberate delay in the submission for approval of names of Subcontractors, materialmen, sources of supply, shop drawings, and samples;
- .10 failure to maintain the Project Site in a safe and satisfactory condition in accordance with good construction practices as determined by the County Engineer or his designee; or
- .11 failure to submit updates as required by the General Conditions.

When the foregoing reasons for withholding certification are resolved, certification will be made for amounts previously withheld in the manner set forth in Section 5.1.3 above.

§5.1.5 The issuance of a separate Certificate for Payment will constitute representations made separately by the County Engineer or his designee to the Owner, based on its individual observations at the site and the data comprising the Application for Payment submitted by the Contractor, that the Work has progressed to the point indicated and that, to the best of the County Engineer or his designee's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents.

The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the County Engineer or his designee. The

issuance of a separate Certificate of Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a separate Certificate for Payment will not be a representation that the County Engineer or his designees has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed the Contractor's construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractor's and materials suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§5.1.6 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the County Engineer or his designee may require. This schedule, unless objected to by the County Engineer or his designee, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§5.1.7 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§5.1.8 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~5~~ percent (~~5~~ %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~5~~ percent (~~5~~ %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the County Engineer or his designee has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§5.1.9 The progress payment amount determined in accordance with Section 5.1.8 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the County Engineer or his designee shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§5.1.10 Retainage shall be determined as follows: Pursuant to N.J.S.A. 40A:11-6.1, the Owner will withhold two percent (2%) of the amount due on each partial payment when the outstanding balance of the Contract exceeds One Hundred Thousand Dollars (\$100,000.00).

§5.1.11 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the County Engineer or his designee.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the County Engineer or his designee's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The County Engineer or his designee will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the County Engineer or his designee.)

§ 6.2 BINDING DISPUTE RESOLUTION

Except as provided in Section 5.1.3 of the Standard Form of Agreement between the Owner and Contractor, all claims, disputes or other matters in question between the parties to this Contract, arising out of or relating to the Project or to the Contract, or the alleged breach hereof, shall be subject one to mediation, and if not resolved, then same shall be decided in a Court of competent jurisdiction venued in Union County, New Jersey. No party may be compelled to submit any dispute concerning the Project to arbitration. In the event any claim arising from the Project is beyond the jurisdiction of the court, the Contract consents to joinder as a party to such action or alternative dispute proceeding.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall in no instance bear interest, except as required by law in accordance with Section 5.1.3 hereof.

§ 8.3 The Contractor shall ensure that the Project Site is maintained in a clean and safe condition at all times, based upon Owner's sole discretion. If the Contractor fails to keep the Project Site in a clean and safe condition, said failure shall result in the following:

- .1 all claims resulting from the Contractor's failure shall be the Contractor's responsibility;
- .2 said failure shall constitute an act of default and a substantial breach of the Contract giving the Owner remedies under the contract Documents; and
- .3 the Owner shall have the right to withhold any payments until the Contractor cures its failure.

Failure to do so shall authorize the Owner to withhold any Applications for payment until such time as the Contractor has rectified same. Further, if the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

§ 8.4 Indemnification – See Indemnification Requirements in Bid Documents.

§ 8.5 The within contract shall be governed by and interpreted pursuant to the law of the State of New Jersey.

§ 8.6 The Contractor shall comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.A.C. 17:27-1.1 et seq. and shall guarantee to afford equal opportunity in performance of the Work in accordance with an affirmative action program approved by the State Treasurer. (See Page G-21).

§ 8.7 The Contractor shall submit proof of Business Registration for itself and its subcontractors to the Owner and shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of Business Registration extends down through all levels (tiers) of the Project.

The Contractor agrees to comply with the rules and regulations promulgated pursuant to the Contractor Use Tax Collection Legislation.

For the term of the contract, the Contractor, any subcontractor, and each of their affiliates [N.J.S.A. 52:32-44(g)93]], shall collect and remit to the New Jersey Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c. 30 (C.54:32B-1 et seq.) on all of their sales of tangible personal property delivered into the State of New Jersey, regardless of whether the tangible personal property is intended for a contract with a contracting agency. For purposes herein, "affiliate" shall mean any entity that: (a)

directly, indirectly or constructively controls another entity; (b) is directly, indirectly, or constructively controlled by another entity; or (c) is subject to the control of a common entity. For purposes of the immediately preceding sentence, an entity controls another entity if it owns, directly or indirectly, more than fifty percent (50%) of the Ownership interest in that entity.

§8.8 This Standard Form of Agreement and the General Conditions set forth in the Bid Documents shall control in the case of conflict between these documents and the Project Specifications, the Project Manual, and any other exhibits incorporated by reference in this Contract.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below, and incorporated herein as if set forth in their entirety.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

« See Specifications as referenced by Exhibit B »

Section	Title	Date	Pages

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

« See List of Drawings, annexed hereto as Exhibit C »

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- 1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:



- 2 Other documents, if any, listed below:



ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

<><><>

(Printed name and title)

CONTRACTOR (Signature)

<><><>

(Printed name and title)

DRAFT AIA Document A201™ - 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«County of Union»

« »

THE OWNER:

(Name, legal status and address)

« »

« »

THE ENGINEER, OR HIS DESIGNEE :

(Name, legal status and address)

« »

« »

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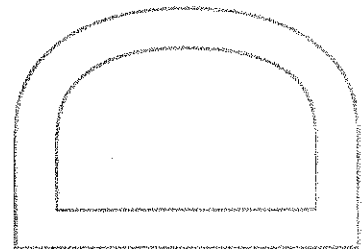
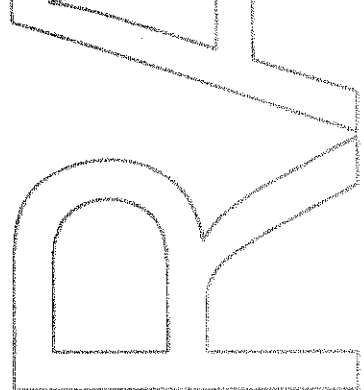
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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion.

The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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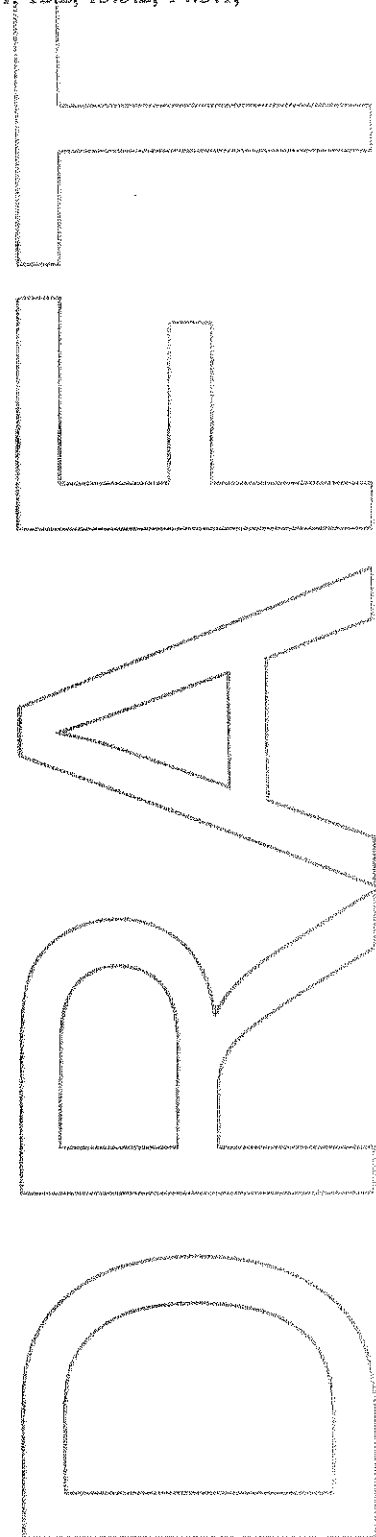
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect or Engineer. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Engineer, or his designee or the Engineer, or his designee's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Engineer, or his designee or the Engineer, or his designee's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Engineer, or his designee's shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Engineer, or his designee's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Engineer, or his designee and the Engineer, or his designee's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Engineer, or his designee s.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Engineer, or his designee and the Engineer, or his designee 's consultants shall be deemed the authors and Owners of their respective Instruments of Service, including the Drawings and Specifications. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Engineer, or his designee or Engineer, or his designee 's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Engineer, or his designee and the Engineer, or his designee 's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided elsewhere in the Contract Documents, the Engineer, or his designee does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 The Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only in the event that: (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 If readily available, the Owner shall furnish surveys describing physical characteristics and legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The Contractor shall be responsible for requesting and obtaining a utility mark-out.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Article 12 or fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6. Owner shall in no way be responsible for any delays or claims arising from delays for enforcement of this Section.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Engineer, or his designee's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located and shall maintain as current any approvals or certifications that may be required to perform the Work. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Engineer, or his designee in the Engineer, or his designee's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Engineer, or his designee any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Engineer, or his designee may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a Contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Engineer, or his designee any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Engineer, or his designee may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Engineer, or his designee issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Engineer, or his designee for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Engineer, or his designee and shall not proceed with that portion of the Work without further written instructions from the Engineer, or his designee. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Engineer, or his designee in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after

evaluation by the Engineer, or his designee and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Engineer, or his designee that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Engineer, or his designee, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Such warranty shall continue for a period of one (1) year from the date of Substantial Completion of the Work. Under this warranty, the Contractor shall remedy at his expense any such failure for the Work to be conforming to the requirement of the Contract, or any other defect appearing in the Work. In addition, the Contractor shall remedy at his own expense, any damage to Owner's owned, controlled, real or personal property, when that damage is the result of the Contractor's failure to provide conforming Work as it relates to the Contract Documents or any other defect of equipment, material, workmanship or design. The Contractor shall also restore any Work damaged in fulfilling its obligations under the terms of this provision. The Contractor's warranty with respect to the Work repaired or replaced hereunder will run for a period of one (1) year from the date of repair or replacement.

§ 3.6 TAXES

The Contractor shall pay use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Engineer, or his designee before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Engineer, or his designee will promptly investigate such conditions and, if the Engineer, or his designee determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Engineer, or his designee determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Engineer, or his designee shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Engineer, or his designee's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Engineer, or his designee. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2. The unused balance of any allowance shall be deducted from the Contract Sum upon completion and acceptance of the Work by Change Order.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Engineer, or his designee the name and qualifications of a proposed superintendent. The Engineer, or his designee may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Engineer, or his designee has reasonable objection to the proposed superintendent or (2) that the Engineer, or his designee requires additional time to review. Failure of the Engineer, or his designee to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Engineer, or his designee has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Engineer, or his designee's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Engineer, or his designee's approval. The Engineer, or his designee's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Engineer, or his designee reasonable time to review submittals. If the Contractor fails to submit a submittal

schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Engineer, or his designee.

§ 3.10.4 Should the Contractor responsible for the scheduling requirements of Article 3 herein fail to comply with said scheduling requirements, said failure shall result in the following:

1. all claims resulting from the Contractor's failure to prepare or submit a schedule shall be the Contractor's responsibility;
2. shall constitute an act of default and a substantial breach of the Contract giving the Owner remedies under the Contract Documents; and
3. the Owner shall have the right to withhold any payments until the Contractor complies with the scheduling requirements of Article 3 herein.

§ 3.10.5 In the event of a Five Prime Contract, the General Contractor shall be responsible for the preparation and submittal of the schedule.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Engineer, or his designee and shall be delivered to the Engineer, or his designee for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Engineer, or his designee is subject to the limitations of Section 4.2.7. Informational submittals upon which the Engineer, or his designee is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Engineer, or his designee without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Engineer, or his designee Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Engineer, or his designee or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Engineer, or his designee that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Engineer, or his designee.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer, or his designee's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Engineer, or his designee in writing of such deviation at the time of submittal and (1) the Engineer, or his designee has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Engineer, or his designee's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Engineer, or his designee on previous submittals. In the absence of such written notice, the Engineer, or his designee's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of Engineer, or his designee or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Engineer, or his designee will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Engineer, or his designee. The Owner and the Engineer, or his designee shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Engineer, or his designee have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Engineer, or his designee will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Owner before using any portion of the Site.

§ 3.13.3 The Contractor shall store its apparatuses, materials, supplies, and equipment in such orderly fashion at the Site of the Work, if permitted, as will not unduly interfere with the progress of the Work or ongoing operations. The Contractor shall provide protective fencing around the designated storage areas.

§ 3.13.4 The Contractor shall see that stockpiles of materials and storage of equipment are kept to a minimum and neatly stored where directed by the Owner and the Engineer, or his designee.

§ 3.13.5 If the Work is to be executed in areas occupied by the Owner, the Contractor shall inform the Owner in advance of the areas scheduled to be worked on, so that the Owner's personnel may make proper preparations to protect equipment and records.

§3.13.6 The Contractor understands that some or all the Work of the Contract may be performed while the facilities are occupied by personnel, and accordingly shall make all reasonable and necessary provisions to ensure that the contract Work will be of minimal disruption to the environment.

§3.13.7 Materials and equipment that are to be used only directly in the Work, shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project Site. Protection of construction materials and equipment stored at the Project Site from weather, theft, damage and all other adversity is solely the Contractor's responsibility. The Contractor shall bear the responsibility to replace all such materials that may be lost, damaged, or stolen at its expense, whether such materials or equipment have been entirely or partially paid for by the Owner.

§3.13.8 The Contractor and any entity for whom the Contractor is responsible, shall not erect any sign on the Project Site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.

§3.13.9 Contractor shall ensure that the Work is performed at all times in a manner that affords reasonable access, both vehicular and pedestrian, to the Site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

§3.13.10 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project Site, including, without limitation, the lavatories, toilets, entrances, and parking areas, other than those designated by the Owner. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project Site and the Building, as amended from time to time. The Contractor shall immediately notify the Owner in writing, if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable. This notification shall set forth the problems of such compliance and shall suggest alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulations. The Contractor shall also comply with all insurance requirements and collective bargaining agreements applicable to use and occupancy of the Project Site and the Building.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents. Any costs incurred by the Owner for defective cutting or patching shall be borne by the Contractor responsible therefore.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate Contractor except with written consent of the Owner and of such separate Contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate Contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor, or shall be entitled to reduce the Contract Amount in an amount equal to the Owner's cost to clean up.

§3.15.3 The Contractor shall, on a daily basis, clean debris resulting from its Work, and protect construction in progress and maintain adjoining materials in place during handling and installation, and provide protective covering where required to assure protection from damage or deterioration until Substantial Completion.

§3.15.4 The Contractor shall clean and provide maintenance on completed construction, after installation, as frequently as necessary through the remainder of the construction period.

§3.15.5 The Contractor shall supervise its construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. The term "clean" shall include the removal of debris from the work area to dumpsters furnished by the Prime General Work Contractor or the Contractor for Single Overall Contract Work, whichever contracting method shall apply.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Engineer, or his designee access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Engineer, or his designee harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Engineer, or his designee. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Engineer, or his designee.

§ 3.18 INDEMNIFICATION

§ 3.18.1 The County of Union requires all bidders to accept the following indemnification requirements in the event the County accepts their bid. The Contract awarded by the County to the successful bidder will contain the following provision:

"To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner and Owner's consultants, agents, representatives, and employees from and against any and all claims, damages, losses, costs, and expenses, including, but not limited to attorney's fees, legal costs and legal expenses arising out of or resulting from the performance of the Contractor's work under this contract, provided that such claim, damage, loss, cost or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than work itself) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the Contractor, anyone directly or indirectly employed or retained by the Contractor, or anyone for whose acts the Contractor may be liable regardless of whether caused in part by the negligent act or omission of a party indemnified hereunder provided it is not caused by the sole negligence of a party indemnified hereunder. Contractor shall further indemnify and hold harmless the Owner and the Owner's consultants, agents, representative, and employees from and against any and all claims, damages, losses, costs, and expenses, including, but not limited to attorneys' fees, legal costs and legal expenses, arising out of or resulting from performance of the work, provided that such claims, damage, loss, cost, or expense is attributable to bodily injury, sickness, disease or death, or to injury to destruction of tangible property (other than work itself) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the Owner or the Owner's consultants, agents, representatives, or employees and arises out of this project and provided such claim, damage, loss, cost, or expense is not caused by the sole negligence of a party indemnified hereunder."

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ENGINEER, OR HIS DESIGNEE OR ENGINEER

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an Engineer, or his designee lawfully licensed to practice Engineer, or his designee or an entity lawfully practicing Engineer, or his designee are in the jurisdiction where the Project is located. That person or entity is identified as the Engineer, or his designee in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Engineer, or his designee as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Engineer, or his designee. Consent shall not be unreasonably withheld.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Engineer, or his designee will provide administration of the Contract as set forth in its respective Agreements with the Owner and as described in the Contract Documents.

§ 4.2.2 The Engineer, or his designee will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Engineer, or his designee will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Engineer, or his designee about matters arising out of or relating to the Contract. Communications by and with the Engineer, or his designee's consultants shall be through the Engineer, or his designee. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Engineer, or his designee's evaluations of the Contractor's Applications for Payment, the Engineer, or his designee will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Engineer, or his designee has authority to reject Work that does not conform to the Contract Documents. Whenever the Engineer, or his designee considers it necessary or advisable, the Engineer, or his designee will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Engineer, or his designee nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty of responsibility of the Engineer, or his designee to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Engineer, or his designee will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Engineer, or his designee's action will be taken in accordance with the submittal schedule approved by the Engineer, or his designee or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Engineer, or his designee's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Engineer, or his designee's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Engineer, or his designee's review shall not constitute

approval of safety precautions or, unless otherwise specifically stated by the Engineer, or his designee, of any construction means, methods, techniques, sequences or procedures. The Engineer, or his designee's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Engineer, or his designee will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7. The Engineer, or his designee will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Engineer, or his designee will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Engineer, or his designee agree, the Engineer, or his designee will provide one or more project representatives to assist in carrying out the Engineer, or his designee's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in the Owner's Agreement with the Engineer, or his designee.

§ 4.2.11 The Engineer, or his designee will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Engineer, or his designee's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Engineer, or his designee will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Engineer, or his designee will endeavor to secure faithful performance by both Owner and Contractor and will not show partiality.

§ 4.2.13 The Engineer, or his designee will review and respond to requests for information about the Contract Documents. The Engineer, or his designee's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Engineer, or his designee will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate Contractor or subcontractors of a separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Identification of Subcontractors required by N.J.S.A. 40A:11-16 shall be provided with the bid submission in accordance with the requirements of that statute. Names of persons or entities for any Subcontractor not covered by N.J.S.A. 18A-18 shall be furnished within thirty (30) thirty days of notification of Award of Contract. The Engineer, or his designee will notify the Contractor in writing if the Owner or Engineer, or his designee, after due investigation, has reasonable objection to any such proposed person or entity. The list of proposed Subcontractors shall include a description of the materials and equipment each proposes to furnish and install in the Work. The description shall be insufficient detail to allow the Engineer, or his designee to determine general conformance to Contract requirements. Approval of the submittals as required under this Article shall not relieve the Contractor from conformance to Contract requirements.

§5.2.2 Subcontractors shall comply with the statutory requirements of N.J.S.A. 34:11-56.25 and N.J.S.A. 34:11-56.48. Any subcontractors who fail to comply with those statutory provisions shall be rejected.

§5.2.3 Written confirmation of award of each major subcontract shall be submitted to the Owner by the Contractor, in form subject to his approval, within seven (7) days after receipt of Owner's approval of proposed Subcontractor list as provided under this Article. Every subcontract shall be in writing, shall be submitted to Owner for review and approval prior to execution, and shall specifically provide that the Owner is an intended third (3rd) party beneficiary of such subcontract.

§ 5.2.4 The Contractor shall not contract with a proposed person or entity to whom the Owner or Engineer, or his designee has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.5 If the Owner or Engineer, or his designee has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Engineer, or his designee has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.6 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Engineer, or his designee makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

§5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Engineer, or his designee. Each subcontract agreement shall preserve and protect the rights of the Owner and Engineer, or his designee under the Contract Documents and at law. No Subcontract shall diminish in any way any rights or benefits conferred upon the Owner by these Contract Documents. The Contractor shall make all Contract Documents available to the Subcontractors.

§5.3.2 Where the Contractor sublets portions of the Work, the entire responsibility for the subdividing of Work rests with the Contractor. The Owner and the Engineer, or his designee are not responsible for the manner of the subdivision of the Work, nor will they enter into or settle disagreements or disputes between Contractor and Subcontractors. The Contractor is, and will be held, responsible for the proper execution of the Work of all Subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing.

§ 5.4.2 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site.

§ 6.1.2 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Engineer, or his designee apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.4.1 Should the Contractor cause damage to the Work or property of any separate Contractor on the Project, the Contractor shall promptly settle with such other Contractor by agreement, or otherwise resolve the dispute. If such separate Contractor institutes any legal proceeding against the Owner on account of any damage alleged to have been so sustained, the Contractor shall, indemnify, defend, or bear the cost of defense as the Owner shall in its own discretion determine, and hold the Owner's harmless. Said Indemnification shall be governed by Section 13, Page G7 of the Instructions to Bidders.

§ 6.2.5 The Owner and each separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Engineer, or his designee will allocate the cost among those responsible, which amounts the Owner shall be entitled to reduce the Contract Amounts of the various contracts of those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Change Orders and Construction Change Directives shall be subject to and processed in accordance with N.J.A.C. 6A:23-7 and N.J.A.C. 6A:26-4.9, where applicable.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Engineer, or his designee; a Construction Change Directive requires a written agreement by the Owner and Engineer, or his designee and may or may not be agreed to by the Contractor; an order for a minor change in the Work which does not extend the Contract Time, increase the Contract Sum or change the Project Scope may be issued by the Engineer, or his designee alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.1.4 In order to facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. In no case will a change be approved without such itemization.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Engineer, or his designee and signed by the Owner, Contractor and Engineer, or his designee stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

A Change Order shall not require consent of the Owner if the Owner has provided an allowance for such a change.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum shall be those listed in Section 7.3.3.

§ 7.2.3 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change, and any and all adjustments to the Contract Sum and the construction schedule. In the event a Change Order increases the Contract Sum, Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Engineer, or his designee and signed by the Owner and Engineer, or his designee, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. A Construction Change Directive shall not require the Agreement of the Engineer, or his designee if the Owner specifically waives their consent in writing. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.6.

§ 7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Engineer, or his designee of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. The Contractor's failure to comply with a Construction Change Directive shall constitute an incident of default and cause for termination by the Owner.

§ 7.3.5 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Engineer, or his designee shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Engineer, or his designee may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.6 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work.

§ 7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Engineer, or his designee. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Engineer, or his designee will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Engineer, or his designee determines, in the Engineer, or his designee's professional judgment, to be reasonably justified. The Engineer, or his designee's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.9 When the Owner and Contractor agree with a determination made by the Engineer, or his designee concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Engineer, or his designee will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.10 In subparagraphs 7.3.3 and 7.3.6, the allowance for overhead and profit combined shall be based upon the following schedule:

- .1 For the Contractor, for work performed by his own forces, 10% of cost.
- .2 For each Subcontractor, for the work performed by his own forces, 10% of cost.
- .3 For the Contractor, for work performed by a subcontractor, 5% of cost.

§ 7.3.11 Lump sum quotations for changes in the Work will not be accepted. Proposals shall be completely itemized and broken down. They shall be accompanied by such supporting data as the Engineer, or his designee may require, such as copies of subcontractor's or vendor's quotations, quantity take-off sheets, or other similar information.

§ 7.4 MINOR CHANGES IN THE WORK

The Engineer, or his designee has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Engineer, or his designee and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work and services as required by the Contract

Documents, Substantial Completion of the Work shall be accomplished within the period of consecutive calendar days (or by the date), as stated in the Agreement, plus any authorized extension(s) of time as approved by written agreement. Final Completion of the Work shall be no later than thirty (30) consecutive calendar days from the date of Substantial Completion of the Work, unless otherwise set forth in Article 3.2 of the Owner/Contractor Agreement.

§ 8.1.2 Intentionally omitted

§ 8.1.3 Intentionally omitted.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work. There will be no bonus or incentives paid, should the Work, or any portion thereof, be completed in advance of the specified activity milestone dates.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 Intentionally omitted

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 Intentionally omitted

§ 8.3.4 No payment, compensation, or adjustment of any kind shall be made to the Contractor by the Owner for damages resulting from hindrances or delays caused by the delays of other contractors, or from foreseeable circumstances not attributable to the Owner's conduct. The Contractor agrees that it will make no claim against the Owner for payment, compensation, damages, mitigation of Liquidated Damages, or adjustment of any kind for such hindrances or delays, and will accept such extensions of time as may be granted by the Owner in the Owner's sole discretion in full satisfaction for any and all alleged claims against the Owner for any and all such hindrances or delays. For purposes of this Agreement, disputes arising between contractors before or during construction, adverse weather conditions, and delays on the part of local authorities issuing permits shall be considered foreseeable circumstances. Notwithstanding the foregoing, nothing herein shall limit the Contractor's remedies for Owner's negligence, bad faith, active interference, tortious conduct, or other reasons un contemplated by the parties that delay expenditures paid by the Owner to the Engineer, or his designee, other individual or entity, or to any inspector or inspectors necessarily employed by it on the Work, for any number of days in excess of the Contract Time, shall be deducted for the Contract Sum.

§ 8.3.5 The provisions of this Article shall not be so interpreted or construed as to preclude or prevent the Contractor from making and prosecuting any claim against any separate Contractor engaged or employed by the Owner for damages alleged to have been caused or occasioned by any such separate Contractor.

§ 8.3.6 To the extent permitted by law, the Owner may suspend the whole or any part of the Work, if it shall deem it for the best interest of the Owner to do so, without compensation to the Contractor for such suspension, other than extending the time for completion of the Work as much as it may have been delayed by such suspension. During such suspension, all materials delivered upon, but not placed in the Work shall be neatly piled by the Contractor so as not to obstruct public travel, or shall be removed from the line of Work at the direction of the Owner and, unless the

materials be moved by the Contractor upon such direction, the materials shall be removed by the Owner and expense thereof will be charged to the Contractor.

§8.4.1 Should the Contractor fail to complete fully, and in conformity with all provisions of the Contract within the Contract Time, the Contractor shall, and hereby agrees to, pay the Owner one thousand dollars (\$1,000.00) per day, for each consecutive calendar day beyond the number of days allowed by the Contract, which sum is agreed upon as reasonable and proper measure of damages that the Owner will sustain per diem by failure of Contractor to complete Work within time as stipulated; it being recognized by Owner and Contractor that the injury to Owner that could result from a failure of the Contractor to complete on schedule, is uncertain and cannot be computed exactly. In no way shall costs of Liquidated Damages be construed as a penalty to the Contractor.

§8.4.2 It is expressly understood and agreed by and between the Contractor and Owner that the Contract Time prescribed herein is a reasonable time for the completion of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Engineer, or his designee, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Engineer, or his designee may require. This schedule, unless objected to by the Engineer, or his designee, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 See Article 5 of Standard Form of Agreement between Owner/Contractor.

§ 9.3.1.1 Applications for Payment may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders.

§ 9.3.1.2 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

§ 9.3.1.3 All applications for payment shall be accompanied by the Application and Certificate of Payment, AIA Document G702, and the Continuation Sheet, AIA Document G703, fully completed as required or such other application for Payment as the Owner's representative shall use.

§ 9.3.1.4 In cases where the work is awarded on a Single Overall Contract basis, payments shall be made in accordance with applicable State of New Jersey statutes.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§9.3.3.1 All municipal mechanic's liens filed by a lien claimant shall be governed by N.J.S.A. 2A:44-125 et seq. In the event a municipal mechanic's lien is filed, the Owner reserves the right to withhold the full amount of the lien. The Owner may release the funds to the party against whose account the lien is claimed, only after that party files with the Owner's financial officer, a bond in an amount double of all sums claimed ("Double Bond") under the lien, and such bond's form has been approved by the Owner's chief law officer and financial officer, per N.J.S.A. 2A:44-130 or if an acceptable release of liens is filed by the lien claimant.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 See Article 5 of Standard Form of Agreement between Owner and Contractor.

§ 9.4.2 See Article 5 of Standard Form of Agreement between Owner and Contractor

§9.4.3 See Article 5 of Standard Form of Agreement between Owner and Contractor.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 See Article 5 of Standard Form of Agreement between Owner and Contractor

§ 9.5.2 See Article 5 if Standard Form of Agreement between Owner and Contractor.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Engineer, or his designee has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Engineer, or his designee .

§ 9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work and shall certify same to Owner. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Engineer, or his designee will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner and Engineer, or his designee on account of portions of the Work done by such Subcontractor.

§ 9.6.4 Neither the Owner nor Engineer, or his designee shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 9.6.5 Payment to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.7 FAILURE OF PAYMENT

If the Engineer, or his designee does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Engineer, or his designee or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Engineer, or his designee , stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§9.7 REIMBURSEMENT TO OWNER

§9.7.1 If the Owner is entitled to any reimbursement or payment from the Contractor under, or pursuant to, the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to: (1) deduct an amount equal to that which the Owner is entitled from any

payment then, or thereafter, due the Contractor from the Owner; or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that a condition precedent to Substantial Completion shall be the Owner's receipt of all certificates of occupancy (permanent or temporary) and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the occupancy of the Project. The Owner may withhold a certification of Substantial Completion if temporary installations or temporary construction exists in areas requesting certification, or if certificates of occupancy are temporary or conditional.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Engineer, or his designee shall prepare a comprehensive list of items to be completed or corrected ("Punch List"). The Contractor shall proceed immediately to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the list, the Engineer, or his designee, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Engineer, or his designee's inspection discloses any item, whether or not included on the list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Engineer, or his designee. The Contractor shall then submit a request for another inspection by the Engineer, or his designee, to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Engineer, or his designee will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the List accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Contractor for its written acceptance and to the Owner for its approval and acceptance as required by Section 9.8.1. No Certificate of Substantial Completion shall be deemed effective unless executed by both Owner and Contractor.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, who shall obtain all necessary modifications to its insurance coverage to permit such occupancy or use. In addition, Contractor shall obtain consent of those public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete pursuant to the terms of that Agreement. When the Contractor considers a portion substantially complete, the Engineer, or his designee shall prepare a Punch List as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Engineer, or his designee shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.9.4 The occupancy of any portion of the Work shall not constitute acceptance of any Work, except as hereinafter stated, nor does it waive the Owner's right to Liquidated Damages. Final Acceptance of the Work shall be for the whole Work only and not part.

§ 9.9.5 Occupancy by the Owner shall not be deemed to constitute a waiver of existing claims on behalf of the Owner or Contractor against each other.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Engineer, or his designee a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Engineer, or his designee a final Contractor's Application for Payment. The Engineer, or his designee will promptly make such inspection. When the Engineer, or his designee finds the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer, or his designee will promptly issue a final Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Engineer, or his designee's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor complies with all requirements set forth in Section 6 of the Standard Form of Agreement between Owner and Contractor and the Contractor submits to the Engineer, or his designee (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 Intentionally omitted

§ 9.10.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Engineer, or his designee for review and coordination with the safety programs of other Contractors.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- .4 Construction or operations by the Owner or other Contractors.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner or Engineer, or his designee or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Engineer, or his designee.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Engineer, or his designee in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Engineer, or his designee the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance.

§ 10.3.3 Intentionally omitted

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 Intentionally omitted

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The County of Union requires all bidders to be able to comply with the following insurance requirements. In the event a bid is accepted by the County, the bidder must accept the applicable insurance requirements, as set forth below, as part of any contract, awarded to it by the County.

1. Automobile Liability Insurance in any amount of not less than \$1,000,000.00 combined single limits for Bodily Injury and Property Damage Liability. A certificate of such current insurance will be provided to the County and will reflect the provision of at least thirty (30) days notice to the County before any major cancellation or major change may be made the policy.

2. Workers Compensation Insurance insuring the obligations of the Contractor and all Subcontractors under the New Jersey Workers Compensation and Occupational Disability Laws as respects to Work performed under the Contract. Insurance will be extended to include any obligations under the United States Longshoremen's and Harbor Workers Act or any maritime act, when applicable.

3. General Liability Insurance will be provided on a Comprehensive General Liability form with a combined single limit of \$3,000,000.00 per occurrence for Bodily Injury Liability and Property Damage Liability and will include the interest of the County with respect to Work emanating from the Contract with the County. The insurance will include the following:

- a) Personal Injury Liability
- b) Blanket Contractual Liability applies to assumption of liability under any written Contract
- c) Coverage for A, X, C, U exposures, relating to excavation, blasting underground damage
- d) Broad Form Property Damage Liability
- e) Products and/or Completed Operations Liability

A Certificate of Insurance will be filed with the County prior to commencement of any Work. This certificate will contain a provision that insurance afforded under the policies will not be canceled without at least (30) days prior written notice being given to the County.

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§ 11.1.2 The insurance required by Section 11.1.1 shall remain in effect for the duration of the project, i.e., from beginning of construction until final payment and closeout.

§ 11.1.3 All insurance required by Section 11.1.1 shall be issued by insurance companies authorized to do business in the State of New Jersey and rated as "A" or better as determined by A.M. Best Company.

§ 11.1.4 The Contractor waives all rights against the Owner for damages caused by fire or other perils to the extent covered by insurance provided under this Article. Any deductibles, co-insurance, or contribution to the loss will be borne solely by the Contractor.

§ 11.1.5 A certificate of insurance evidencing the coverages required by Section 11.1.1 shall be submitted to the Owner's attorney for approval and transmittal to the Owner and Engineer, or his designee prior to the commencement of the Work. The certificate must be submitted on the ACORD form Certificate of Insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days written notice has been given to the Owner. If requested by the Owner, the Contractor shall provide complete copies of any policies of insurance required by this Contract to be obtained by the Contractor and Subcontractor(s). Information concerning any reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

§ 11.2 PROPERTY INSURANCE

§ 11.2.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost

basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurance interest in the property required by this Section 11.2 to be covered, whichever is earlier. This insurance shall include the interest of the Owner, Contractor, Subcontractor(s), and Sub-Contractor(s) in the Work.

§ 11.2.1.1 Property insurance shall be on an "all-risk" policy form and shall be against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Engineer, or his designee's services and expenses required as a result of such insured loss. Coverage for all other perils shall not be required unless otherwise provided in the Contract Documents.

§ 11.2.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of the Contractor, Subcontractor(s) and Sub-subcontractor(s) in the Work. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.2.1.3 If the property insurance requires minimum deductibles, and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of such deductibles. If the Owner or insurer increases the required minimum deductibles over the amounts so identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles.

§ 11.2.1.4 Unless otherwise provided in the Contract documents, this property insurance shall cover portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also portions of the Work in transit.

§ 11.2.1.5 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgage clause and of Section 11.3.10. The Contractor shall pay Subcontractor(s) their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractor(s) to make payments to their Sub-Contractor(s) in a similar manner.

§ 11.2.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds. The Owner as fiduciary shall have the power to adjust and settle a loss with insurers.

§ 11.2.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

§ 11.2.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3 PERFORMANCE BOND, PAYMENT BOND AND MAINTENANCE BOND

§ 11.3.1 Contractor, at its sole expense, shall furnish bonds covering faithful performance of the contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract, including material and labor..

§ 11.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be made

§ 11.3.3 The Contractor shall file with the Owner, as a condition of final acceptance, a statement from the Surety of its Performance Bond and Payment Bond, that the Surety is satisfied that all claims for labor and material supplied under its contract have been satisfactorily settled.

§ 11.3.4 As a condition of Substantial Completion of the Work, the Contractor shall provide an acceptable Maintenance Bond in accordance with section 16, page G-9 of the Instructions to Bidders.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work uncovered is contrary to the Engineer, or his designee's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Engineer, or his designee, be uncovered for the Engineer, or his designee's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Engineer, or his designee has not specifically requested to examine prior to its being covered, the Engineer, or his designee may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate Contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

The Contractor shall promptly correct Work rejected by the Engineer, or his designee or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Engineer, or his designee's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. The Owner shall give such notice promptly after discovery of the non-conforming work. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after the receipt of notice from the Owner or Engineer, or his designee, the Owner may correct it in accordance with Section 2.4. This obligation under Section 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 Intentionally omitted.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged work, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work, nor to any deficient Work discovered after the one-year period that could not have readily been discovered.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work, that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. However, there shall be no implied or expressed acceptance of Work not in compliance with applicable law. The amount of said reduction will be within the exclusive determination of the Owner as it representative.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

§ 13.1.1 The Contract shall be governed by the laws of the State of New Jersey.

§ 13.1.2 Nothing in the Contract Documents shall be construed to permit deviation from the governing law.

§ 13.1.3 In accordance with N.J.S.A. 40A:11-18, American manufactured products or materials shall be used in the Work, wherever possible.

13.1.4 RATE OF WAGES

Where the Project is not subject to a Project Labor Agreement, wage notes shall be paid pursuant to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq, the Contractor and Subcontractor are required to do the following:

§ 13.1.4.1 Pay to all workmen engaged in the performance of services, directly upon a public work, the prevailing rate of wages, which shall be those in effect for the Project site(s) on the Contract Date and such rates shall remain in effect for (2) years, unless superseded by a subsequent determination.

§ 13.1.4.2 Before final payment, furnish Owner with an affidavit stating that all workmen have been paid the prevailing rate of wages specified in the contract.

§ 13.1.4.3 Keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each workman employed by it in connection with any public work. Records shall be preserved for two (2) years from date of payment.

§ 13.1.4.4 Post the prevailing wage rated for each craft and classification involved as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof in prominent and easily accessible places at the site of the Work, and at such place or places as are used by them to pay workmen their wages.

§ 13.1.4.5 Submit the Owner, certified payroll records for each payroll period within ten (10) days of the payment of wages. A certified payroll record is defined as "a payroll record that is attested by the employer or the Owner of the company doing business as the employer, or a corporate officer of such company, or an authorized agent of the employer". A copy of the certified payroll form for submission of the payroll records may be obtained by contacting the Department of Labor, Division of Workplace Standards at 609.292.2259.

§ 13.1.4.6 In the event the Owner finds that any workers employed by the Contractor or Subcontractor, covered by the said contract, have been paid a rate off wages less than the prevailing wage required to be paid by such contract, the Owner may terminate the Contractor's or Subcontractor's right to proceed with the Work, or such part of the

Work as to where there has been a failure to pay required wages, and to prosecute the Work to completion or otherwise, the Contractor and its sureties shall be liable to the Owner for any excess costs occasioned thereby,

§ 13.1.4.7 a current wage rate determination is on file at the offices of the Owner for inspection and Contractor's use.

§ 13.1.5 SAFETY AND HEALTH REGULATIONS (OSHA)

§ 13.1.5.1 The Contractor shall comply with the laws, rules, regulations and codes dealing with occupational safety and health, including, but not limited to, the latest amendments of the following:

§ 13.1.5.2 Williams – Steiger Occupational Safety and Health Act of 1970, Public Law 91-595.

§ 13.1.5.3 Part 1910 – Occupational Safety and Health Standards Chapter XVII of Title 29, Code of Federal Regulations.

§ 13.1.5.4 Part 126 – Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

§ 13.1.5.5 N.J.A.C. 8:59-5.1-5.109 requirements properly label any substances stored in containers) of the Worker and Community Right to Know Act, P.L. 1983, c.315.

§ 13.1.6 ENVIRONMENTAL REGULATIONS

§ 13.1.6.1 The Contractor shall comply with laws, rules, regulations, and codes dealing with the prevention of environmental pollution and the preservation of public natural resources, including but not limited to, the latest amendments of the following:

§ 13.1.6.2 Chapter 251, public Law of 1975 of the State of New Jersey, "soil Erosion and Sediment Control Act."

§ 13.1.7 AFFIRMATION ACTION EMPLOYMENT LAW

Contractor agrees to comply with the terms of the Mandatory Equal Employment Opportunity Language, a copy of which is annexed to the Contract Documents as Exhibit F and incorporated as if set forth herein.

§ 13.1.7.1 Contractor shall submit a copy of the Monthly Project Workforce Report, New Jersey Department of Treasury Form AA-202, to the New Jersey Department of Treasury's Division of Public Contracts Equal Employment Opportunity Compliance and to the Owner

§ 13.1.7.2 Contractor shall complete and submit to the Owner an Initial Project Workforce Report, New Jersey Department of Treasury Form AA 201, upon notification of award and no later than the execution of this Agreement. Failure to submit this completed form may result in this Agreement being terminated.

§ 13.2. SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents, neither party to the Contract shall assign the Contract as a whole without written consent of the other, unless as may be provided for elsewhere in the Contract Documents. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Engineer, or his designee or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Engineer, or his designee timely notice of when and where tests and inspections are to be made so that the Engineer, or his designee may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Engineer, or his designee, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Engineer, or his designee will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Engineer, or his designee of when and where tests and inspections are to be made so that the Engineer, or his designee may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Engineer, or his designee's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Engineer, or his designee.

§ 13.5.5 If the Engineer, or his designee is to observe tests, inspections or approvals required by the Contract Documents, the Engineer, or his designee will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Except as required by Section 5.1.3 of the Owner Contractor Agreement and notwithstanding anything to the contrary contained in the Contract Documents and related documents, the Owner will pay no interest whatsoever for any payments due.

§ 13.7 TIME LIMITS ON CLAIMS

Intentionally deleted.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

§ 14.1.2 Intentionally deleted

§ 14.1.3 If one of the reasons described in Section 14.1.1 exists, the Contractor may, upon thirty (30) days' written notice to the Owner and Engineer, or his designee, terminate the Contract

§ 14.1.4 Intentionally deleted.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor after Notice and an opportunity to cure.

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 disregards laws, ordinances, rules or regulations, or orders of a public authority having jurisdiction;
- .4 fails to furnish the Owner with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all requirements of the Contract Documents;
- .5 fails after commencement of the Work, to proceed continuously with the construction and completion of the Work, for more than three (3) days, except as permitted by the Contract Documents;
- .6 disregards orders of the Owner or Engineer, or his designee;
- .7 fails to maintain the Site in a clean, safe and orderly manner;
- .8 fails to comply with a Construction Change Directive; or
- .9 otherwise is guilty of any breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. And charge the costs incurred against the Contractor's Contract balance

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. The Engineer, or his designee's certification issued pursuant to Section 14.2.2 shall be given a presumption of correctness.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Engineer, or his designee's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Engineer, or his designee, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 Intentionally deleted.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;

- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. Any Contractor Claim seeking the payment of money shall not include consequential damages, which Contractor hereby waives, and shall be calculated in accordance with Section 7.3.6 and Section 7.3.10 hereof.

§ 15.1.2 DECISION OF ENGINEER, OR HIS DESIGNEE

Owner and Contractor agree that the Engineer, or his designee shall be the initial arbiter of all Claims, including those alleging error or omission by the Engineer, or his designee. All claims, shall be referred, initially to the Engineer, or his designee for action as provided in Article 4 and shall be required as a condition precedent to litigation of a Claim between the Contractor and Owner to all such matters arising prior to the date final payment is due, regardless of: (1) whether such matters relate to execution and progress of the Work; or (2) the extent to which the work has been completed. The decision by the Engineer, or his designee in response to a Claim shall not be a condition precedent to litigation in the event: (1) the position of the Engineer, or his designee is vacant; (2) the Engineer, or his designee has not received evidence or has failed to render a decision within agreed time limits; (3) the Engineer, or his designee has failed to take action required under Article 4 within thirty (30) days after the Claim is made; (4) forty-five (45) days have passed after the Claim has been referred to the Engineer, or his designee; or, (5) the claim relates to a mechanic's lien.

§ 15.1.3 TIME LIMITS ON CLAIMS

Claims must be within twenty one (21) calendar days after the occurrence of the event giving rise to the Claim or within twenty-one (21) calendar days after the claimant first becomes aware of the condition giving rise to the Claim, whichever is later. There shall be no time limitation upon any Claims made by the Owner. Claims must be made by written notice to the Engineer, or his designee. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted pursuant to the requirements of this Paragraph. Notice shall be deemed effective upon the Engineer, or his designee's receipt of the Notice.

§ 15.1.4 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments to the extent required by the Contract Documents.

§ 15.1.5 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS

If conditions are encountered at the Site which are: (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents; or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for the Contract Documents, the Owner and Contractor mutually agree to give written notice to each other; including the Engineer, or his designee and any affected Contractor or subcontractor, upon the observation of the condition within twenty-four (24) hours of first observation of the condition. The Engineer, or his designee will investigate such conditions within seventy-two (72) hours and will diligently process and render a recommendation within twenty-one (21) days unless otherwise agreed in writing. If the Engineer, or his designee determines that the condition at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified the Engineer, or his designee shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in

opposition to such determination must be made within seven (7) days after the Engineer, or his designee has given notice of the decision.

§ 15.1.6 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum written notice as provided herein shall be given before proceeding to execute the Work. All documentation in support of the Contractor's request shall, likewise be provided at the time said written request is made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3 or elsewhere in the Contract Documents.

§ 15.2 CLAIMS FOR ADDITIONAL TIME

§ 15.2.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work, all documentation in support of the Contractor's request shall, likewise be provided at the time said written request is made. In the case of a continuing delay, only one Claim is necessary.

§ 15.2.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. The term "abnormal" as used here shall be construed according to the following formula: average rainfall (or snow, low temperature, etc) for the past five (5) years for the month in question, plus ten percent (10%). Accordingly, weather is not deemed to be abnormal unless it is ten percent (10%) worse than the average for the month over the past five (5) years. Claims relating to weather must be submitted within seven (7) calendar days of the occurrence of any such delays.

§ 15.3 CLAIMS FOR INJURY OR DAMAGE TO PERSON OR PROPERTY. If either Party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party, including the Engineer, or his designee, within a reasonable time not exceeding twenty-one (21) days after first occurrence, unless another time period is required by law. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided for in Article 15.

§ 15.3.2 The Owner is not required to institute a claim under this section in order to terminate this Agreement.

§ 15.4 RESOLUTION OF CLAIMS AND DISPUTES

The Engineer, or his designee will review Claims and take one or more of the following preliminary actions with ten (10) days of receipt of a Claim: (1) request additional supporting data from the claimant; (2) reject the Claim in whole or in part, stating reasons for rejection; (3) recommend approval of the Claim by other party; or (4) suggest a compromise.

§ 15.4.2 If a Claim has been resolved, the Engineer, or his designee will prepare or obtain appropriate documentation in consultation with Owner's counsel as circumstances dictate.

§ 15.4.3 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Engineer, or his designee, the Engineer, or his designee will notify the parties in writing that the Engineer, or his designee's decision will be made within seven (7) days, which decision shall be final. Upon expiration of such time period, the Engineer, or his designee will render to the parties the Engineer, or his designee's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both.

§ 15.5. CLAIMS FORUM

Unless otherwise required by Section 5.1.3 of the Standard Form of Agreement between the Owner and Contractor, claims, disputes, or other matters in question between the parties to this Contract arising out of or relating to the Project or to this Contract, or the alleges breach thereof, shall be subject in the first instance to mediation and failing that, there in, a Court of competent jurisdiction venued in Union County, New Jersey. The Owner may not be compelled to submit any dispute concerning the Project to arbitration. By accepting award of the Contract and executing the Agreement, the Contractor consents to its joinder as a party in any litigation, mediation, arbitration or any other legal proceeding involving the Project and any references in the Contract documents.

§ 16.1 INTERPRETATIONS IN WRITING

§ 16.1.1 Neither the price bid for the work of any Contract, nor the Contract Sum, shall be based in any manner upon oral opinions, or real or alleged instructions of an oral nature, regardless if whether such opinions or instructions are expressed by the Owner, the Engineer, or his designee or its Consultants, the Contractor, or agents or representative of any of them and no such oral communication shall form the basis of a Claim.

§ 16.1.2 These provisions do not intend to deny, on an oral basis, normal discussion, recommendations, explanations, suggestions, approvals, rejections, and similar activity in pursuit of the work of the Project, such as at job conferences and otherwise at the Site. In such instances, the written minutes, correspondence, shop drawing records, written field orders, and other written data shall govern over personal claims regarding statements made contrary to the written data.

§ 17.1 JOB SITE MEETINGS

§ 17.1.1 Job site meetings, when called by the Engineer, or his designee, shall be held at a location and time convenient to the Owner's representatives, the Engineer, or his designee, and Contractor(s). Each Contractor shall attend such meeting, or be represented by a person in authority who is thoroughly familiar with the Project and who can speak and make decisions for the Contractor. In the instance of a Single Overall Contract, each of the major Subcontractors-Structural Steel, and ornamental iron work, plumbing, gas fitting and all kindred work and steam power plants, steam, and hot water heating and ventilating apparatus and Electrical-shall have a person in authority who is thoroughly familiar with the Project attend the meetings.

§ 18.1 MANDATORY LAW AGAINST DISCRIMINATION LANGUAGE PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS (N.J.A.C. 13:6-1.3)

§ 18.1.1 The parties of this contract do hereby agree that the provision of N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4 dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon them.

§ 18.1.1 Pursuant to the provision of N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, during the performance of this contract, the Contractor agrees as follows:

§ 18.2.1.1 In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no Contractor, including without limitation, the Contractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color national origin, ancestry, Marital status, gender identity or expression, affectional or sexual orientation, or sex, discriminate against any person who is qualified and available to perform the Work, to which the employment relates;

§ 18.2.1.2 No Contractor, including, without limitation, the Contractor, Subcontractor, nor any person acting on its behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this Contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such Contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, or sex;

§ 18.2.1.3 There may be deducted from the amount payable to the Contractor by the Owner, under the Contract, a penalty of \$50.00 (fifty dollars) for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the Contract; and

§ 18.2.1.4 This contract may be canceled or terminated by the Owner, and all the money due or to become due hereunder may be forfeited, for any violation of this section of the Contract occurring after notice to the Contractor from the contracting public agency or any prior violation of this section of the Contract.

§ 19.1 CONTRACTOR AND SUBCONTRACTOR COLLECTION OF USE TAX TO LOCAL GOVERNMENTS

§ 19.1.1 The Contractor acknowledges and agrees that pursuant to P.L. 2004, c. 57, enacted by the State of New Jersey on June 29, 2004, contractors or contractors with subcontractors, or their affiliates, who enter into contracts

with New Jersey local government entities, including without limitation, boards of education, are, effective as of September 1, 2004, required to collect and remit to the New Jersey Director of Taxation in the Department of the Treasury the use tax pursuant to the "sales and Use Tax Act," P.L. 1966, c. 30 (C.54:32B-1 et. seq.) on all their sales of tangible personal property delivered into the State of New Jersey (hereinafter referred to as the "Contractor Use Tax Collection Legislation").

§ 19.2.1 The Contractor hereby covenants and agrees that the Contractor, any subcontractor and each of their affiliates, shall collect and remit to the New Jersey Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c. 30 (C.54:32B-1 et. seq.) on all their sales of tangible personal property delivered into the State of New Jersey. For purposes herein, "affiliate" shall mean any entity that : (a) directly, indirectly or constructively controls another entity; (b) is directly, indirectly, or constructively controlled by another entity; or (c) is subject to the control of a common entity. For purposes of the immediately preceeding sentence, an entity controls another entity if it owns, directly or indirectly, more than fifty percent (50%) of the Ownership interest in that entity.

§ 19.3.1 The parties intend that this Article 19 shall comply with the rules and regulations promulgated pursuant to the Contractor Use Tax Collection Legislation and shall be interpreted consistent therewith.

§ 19.4 Notwithstanding anything contained in the Agreement to the contrary, the Contractor hereby agrees to indemnify and hold the Owner harmless from and against any and all fines, taxes, penalties, interest, claims, losses. Costs, expenses, liabilities, or damages arising out of or in connection with the Contractor's failure to comply with the terms and condition of Sections 19.1 and 19.2 to the fullest extent permitted by law and public policy.



STATE OF NEW JERSEY
Department of Labor and Workforce Development
Division of Wage and Hour Compliance - Public Contracts Section
PO Box 389
Trenton, NJ 08625-0389

PREVAILING WAGE RATE DETERMINATION

The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) requires that the Department of Labor and Workforce Development establish and enforce a prevailing wage level for workers engaged in public works in order to safeguard their efficiency and general well being and to protect them as well as their employers from the effects of serious and unfair competition.

Prevailing wage rates are wage and fringe benefit rates based on the collective bargaining agreements established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed.

Applicable prevailing wage rates are those wages and fringe benefits in effect on the date the contract is awarded. All pre-determined rate increases listed at the time the contract is awarded must also be paid, beginning on the dates specified. Rates that have expired will remain in effect until new rates are posted.

Prevailing Wage Rate

The prevailing wage rate for each craft will list the effective date of the rate and the following information:

W = Wage Rate per Hour

B = Fringe Benefit Rate per Hour*

T = Total Rate per Hour

- * Fringe benefits are an integral part of the prevailing wage rate. Employers not providing such benefits must pay the fringe benefit amount directly to the employee each payday. Employers providing benefits worth less than the fringe benefit amount must pay the balance directly to the employee each payday.

Unless otherwise stated in the Prevailing Wage Rate Determination, the fringe benefit rate for overtime hours remains at the straight time rate.

When the Overtime Notes in the Prevailing Wage Rate Determination state that the overtime rates are "inclusive of benefits," the benefit rate is increased by the same factor as the wage rate (i.e. multiplied by 1.5 for time and one-half, multiplied by 2 for double time, etc.).

Apprentice Rate Schedule

An "apprentice" is an individual who is registered with the United States Department of Labor - Office of Apprenticeship and enrolled in a certified apprenticeship program during the period in which they are working on the public works project.

The apprentice wage rate is a percentage of the journeyman wage rate, unless otherwise indicated. The apprentice benefit rate is the full journeyman benefit rate, unless otherwise indicated.

If there is no apprentice rate schedule listed, the individual must be paid at least the journeyman rate even if that individual is in a certified apprentice program for that trade.

If there is no ratio of apprentices to journeymen listed for a particular craft, then the ratio shall be one (1) apprentice to every four (4) journeymen.

Comments/Notes

For each craft listed there will be comments/notes that cover the definition of the regular workday, shift differentials, overtime, recognized holidays, and any other relevant information.

Public Works Contractor Registration

The Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48, et seq.) requires that **all** contractors, subcontractors, or lower tier subcontractors who are working on or who bid on public works projects register with the Department of Labor and Workforce Development. Applications are available at www.nj.gov/labor (click on Wage & Hour and then go to Registration & Permits).

Pursuant to N.J.S.A. 34:11-56.51:

No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

Snow Plowing

Snow plowing contracts are not subject to the New Jersey Prevailing Wage Act or the Public Works Contractor Registration Act.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Air Conditioning & Refrigeration - Service and Repair

PREVAILING WAGE RATE

	04/05/12	03/01/13	03/01/14
Journeyman (Mechanic)	W33.28 B18.29 T51.57	W34.03 B18.79 T52.82	W0.00 B0.00 T54.32

Expiration Date: 02/28/2015

Craft: Air Conditioning & Refrigeration - Service and Repair

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
As Shown	Mo. 1-3	Mo. 4-12	2nd Year	3rd Year	4th Year	5th Year		Wage = %	of Jnymn	Wage
Wage and Bene	50%	55%	60%	65%	75%	85%		Bene = %	of Jnymn	Bene

Ratio of Apprentices to Journeymen - 1:4

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 3-1-13:

INTERVAL	PERIOD AND RATES						
As Shown	1st Year	2nd Year	3rd Year	4th Year	5th Year		Wage =% of Jnymn Wage
Wage and Benefit	40%	50%	60%	70%	80%		Bene. =% of Jnymn Wage

Craft: Air Conditioning & Refrigeration - Service and Repair

COMMENTS/NOTES

THESE RATES MAY BE USED FOR THE FOLLOWING:

- Service/Repair/Maintenance Work to EXISTING facilities.
- Replacement or Installation of air conditioning and refrigeration equipment when the combined tonnage does not exceed 15 tons for refrigeration, or 25 tons for air conditioning.
- Replacement or Installation of "packaged" or "unitary" rooftop-type units when the combined tonnage of the units does not exceed 75 tons.

NOTE: These rates may NOT be used for any work in new construction (including work on new additions).

The regular workday shall consist of 8 hours, starting between 6:00 AM and 10:00 AM, Monday through Friday.

SHIFT DIFFERENTIALS:

- The second and third shifts shall be paid an additional 15% of the hourly rate.
- All shifts must run for a minimum of 5 consecutive days.

OVERTIME:

Hours in excess of 8 per day, hours before or after the regular workday that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Boilermaker

PREVAILING WAGE RATE

	02/19/13
Foreman	W44.67 B36.27 T80.94
Journeyman	W40.67 B34.75 T75.42

Expiration Date: 12/31/2013

Craft: Boilermaker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours	65%	70%	75%	80%	85%	90%	95%			
Benefit =	29.11	29.92	30.73	31.53	32.34	33.15	33.94			

Ratio of Apprentices to Journeymen - *

* 1 apprentice will be allowed for the first 5 journeymen, 1 apprentice for the next 10 journeymen and 1 apprentice for each succeeding 20 journeymen up to a maximum of 5 apprentices per contractor on any one job.

Craft: Boilermaker

COMMENTS/NOTES

HIGH WORK: All apprentices working on the erection, repair, or dismantling of smoke stacks, standpipes, or water towers shall be paid the Journeyman rate.

The regular workday shall consist of 8 hours, between 8:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall work 7½ hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 10%.
- The third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 20%.
- For "Municipal Water Works" projects only, the following shall apply: Two, four day, 10 hour shifts may be worked at straight time Monday through Thursday. The day shift shall work four days, at 10 hours, for 10 hours pay. The second shift shall work four days, at nine and a half hours, for 10 hours pay, plus 10% the hourly rate for new work and .25 cents on repair work. Friday may be used as a make-up day at straight time, due to weather conditions, holiday or any other circumstances beyond the employer's control.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays (except Labor Day) shall be paid at double the hourly rate. All hours on Labor Day shall be paid at four times the hourly rate.
- If any other craft employed by the same contractor, or a subcontractor thereof, receives double time in lieu of time and one-half, then the Boilermaker shall receive double time in lieu of time and one-half.
- For "Municipal Water Works" projects only, the following shall apply: Four 10 hour days may be worked Monday through Thursday at straight time. Friday may be used as a make-up day for a day lost to inclement weather, holiday or other conditions beyond the control of the employer. Overtime shall be paid for any hours that exceed 10 hours per day or 40 hours per week.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Boilermaker - Minor Repairs

PREVAILING WAGE RATE

	02/19/13
Mechanic	W27.27 B15.82 T43.09

Expiration Date: 12/31/2013

Craft: Boilermaker - Minor Repairs

COMMENTS/NOTES

NOTE: These rates apply to MINOR REPAIR WORK ONLY (repair work in the field for which the contract amount does not exceed \$20,000.00).

OVERTIME:

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays (except Labor Day) shall be paid at double the hourly rate. All hours on Labor Day shall be paid at four times the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Thanksgiving Day, day after Thanksgiving, Christmas Day. Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - UNION

Craft: Bricklayer, Stone Mason

PREVAILING WAGE RATE

	11/01/12
Deputy Foreman	W41.25 B27.32 T68.57
Foreman	W44.25 B27.32 T71.57
Journeyman	W38.25 B27.32 T65.57

Expiration Date: 10/31/2013

Craft: Bricklayer, Stone Mason

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	50%	55%	60%	65%	70%	75%	80%		
Benefits	3.72	4.65	5.12	5.58	18.11	19.29	20.49	21.68		

Ratio of Apprentices to Journeymen - 1:5

Craft: Bricklayer, Stone Mason

COMMENTS/NOTES

The regular workday shall consist of 8 hours, between 7:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule is established, the first, or day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15%, inclusive of benefits, and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15%, inclusive of benefits, and the third shift shall receive the regular rate plus 20%, inclusive of benefits.

OVERTIME:

- The first 2 hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and the first 2 hours on Saturdays, shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime, including hours in excess of 2 on Saturdays, shall be paid at time and one-half of the second shift rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Saturday may be used as a make-up day for hours lost due to inclement weather, provided 24 hours or more hours are worked during the course of the week, Monday through Friday.
- When Bricklayers/Stone Masons work on Saturday with laborers, and no other crafts are working on the project for the day, benefits may be paid at straight time. If other crafts are present, the applicable overtime rate for benefits shall be paid.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Carpenter

PREVAILING WAGE RATE

	11/01/12
Foreman	W47.71 B26.71 T74.42
Journeyman	W41.49 B23.24 T64.73

Expiration Date: 04/30/2013

Craft: Carpenter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	45%	50%	55%	60%	65%	70%	75%	85%	95%
Benefit	56% of	Appren	tice	Wage	Rate		for all	intervals		

Ratio of Apprentices to Journeymen - 1:4

Craft: Carpenter

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- When there are 2 or more Carpenters on a job, 1 shall be designated as a Foreman.
- When there are 21 or more Carpenters on a job, 2 shall be designated as Foremen.

The regular workday shall consist of 8 hours, starting between 7:00 AM and 9:00 AM.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.

OVERTIME:

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Carpenter - Resilient Flooring

PREVAILING WAGE RATE

	11/01/12
Foreman	W47.71 B26.71 T74.42
Journeyman	W41.49 B23.24 T64.73

Expiration Date: 04/30/2013

Craft: Carpenter - Resilient Flooring

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	45%	50%	55%	60%	65%	70%	75%	85%	95%
Benefit	56%	of	Appren	tice	Wage	Rate		for all	intervals	

Ratio of Apprentices to Journeymen - *

* 1 apprentice shall be allowed to every 2 journeymen or major fraction thereof. No more than 3 apprentices on any one job or project.

Craft: Carpenter - Resilient Flooring

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- On any job where there are 4 or more Carpenters of Resilient Flooring, 1 must be designated a Foreman.

The regular workday consists of 8 hours, starting between 6:00 AM and 9:00 AM.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular wage rate plus 15%.

- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular wage rate, the second shift shall receive the regular wage rate plus 15% and the third shift shall receive the regular wage rate plus 20%.

- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular wage rate plus 15% and the third shift shall receive the regular wage rate plus 20%.

OVERTIME:

- Hours in excess of 8 per day or 40 per week, or before or after the regular workday, Monday through Friday, shall be paid at time and one-half the wage rate. Saturday may be used as a make-up day, at straight time, up to 8 hours, for hours lost to reasons beyond the control of the employer, up to a total of 40 hours per week; hours in excess of 8 on Saturday shall then be paid at time and one-half the wage rate. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the wage rate. All hours on Sundays and holidays shall be paid at double the wage rate.

- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for hours lost to reasons beyond the control of the employer. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the wage rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - UNION

Craft: Cement Mason PREVAILING WAGE RATE

See "Bricklayer, Stone Mason" Rates

Expiration Date:

Craft: Cement Mason APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									

Ratio of Apprentices to Journeymen - 1:4

Craft: Cement Mason COMMENTS/NOTES

See "Bricklayer, Stone Mason" Rates

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Diver

PREVAILING WAGE RATE

	12/06/12
Diver	W52.61 B39.30 T91.91
Tender	W40.65 B39.30 T79.95

Expiration Date: 04/30/2013

Craft: Diver

COMMENTS/NOTES

NOTE: All dive crews must consist of a Tender, a Diver, and a standby Diver (standby Diver is the same rate as a Diver).

DEPTH & PENETRATION RATES: Divers shall be paid the following depth and penetration rates, in addition to the regular hourly rate, when applicable:

AIR DIVES:

0-59 feet: No additional wage
60-74 feet: + \$0.25 per foot
5-125 feet: + \$0.78 per foot
126-200 feet: + \$1.60 per foot

MIXED GAS DIVES:

0-74 feet: No additional wage
75-125 feet: + \$0.78 per foot
126-200 feet: + \$1.60 per foot

PENETRATION DIVES:

126-200 feet: + \$1.00 per foot
201-275 feet: + \$1.25 per foot
276-350 feet: + \$1.50 per foot
351-425 feet: + \$2.00 per foot

OVERTIME:

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Veterans' Day may be switched with the day after Thanksgiving.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Dockbuilder

PREVAILING WAGE RATE

	12/06/12
Foreman	W47.00 B39.30 T86.30
Foreman (Concrete Form Work)	W47.00 B31.46 T78.46
Journeyman	W40.87 B39.30 T80.17
Journeyman (Concrete Form Work)	W40.87 B31.46 T72.33

Expiration Date: 04/30/2013

Craft: Dockbuilder

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	16.35	20.43	26.56	32.70						
Benefit	26.42	for all	intervals		Concrete	Form Work	Only -	Benefit=	20.90 all	intervals

Ratio of Apprentices to Journeymen - *

* When there are 4 or fewer Dockbuilders on a job, no more than 1 may be an apprentice. When there are 5 or more Dockbuilders, there may be 1 apprentice for every 5 Dockbuilders.

Craft: Dockbuilder

COMMENTS/NOTES

CREOSOTE HANDLING:

When handling creosote products on land piledriving, floating marine construction, and construction of wharves, the worker shall receive an additional \$0.25 per hour.

HAZARDOUS WASTE WORK:

- Hazardous waste removal work on a state or federally designated hazardous waste site where Level A, B, or C personal protection is required: an additional 20% of the hourly rate, per hour.
- Hazardous waste removal work in Level D, or where personal protection is not required: an additional \$1.00 per hour.

CERTIFIED WELDER: When required on the job by the project owner, a Certified Welder shall receive an additional \$1.00 per hour.

FOREMAN REQUIREMENTS:

The first Dockbuilder on the job shall be designated a Foreman.

OVERTIME:

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Veterans' Day may be switched with the day after Thanksgiving.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Drywall Finisher

PREVAILING WAGE RATE

	11/13/12
Foreman	W41.13 B20.66 T61.79
General Foreman	W43.00 B20.88 T63.88
Journeyman	W37.39 B20.21 T57.60

Expiration Date: 04/30/2013

Craft: Drywall Finisher

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
4 Months	30%	40%	50%	60%	70%	75%	80%	85%	90%	
Benefits	Intervals	1 to 3 =	8.10	Intervals	4 to 6 =	10.78	Intervals	7 to 9 =	13.45	

Ratio of Apprentices to Journeymen - 1:4

Craft: Drywall Finisher

COMMENTS/NOTES

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.
- Shift work must run for a minimum of 5 consecutive workdays.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day afternoon, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Electrician

PREVAILING WAGE RATE

	06/04/12	06/03/13	06/02/14
Cable Splicer	W53.82 B30.39 T84.21	W55.17 B31.15 T86.32	W56.54 B31.92 T88.46
Foreman	W54.80 B30.94 T85.74	W56.17 B31.71 T87.88	W57.57 B32.50 T90.07
Journeyman	W48.93 B27.62 T76.55	W50.15 B28.31 T78.46	W51.40 B29.02 T80.42

Expiration Date: 05/31/2015

Craft: Electrician

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	40%	49%	58%	68%	80%		of Jour	neyman	Wage	Rate
Benefit	40%	49%	58%	68%	80%		of Jour	neyman	Benefit	Rate

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician

COMMENTS/NOTES

THESE RATES ALSO APPLY TO THE FOLLOWING:

- All burglar and fire alarm work.
- All fiber optic work.
- Teledata work in new construction.
- Teledata work involving 16 Voice/Data Lines or more.

The regular workday shall be 8 hours, between 8:00 AM and 4:30 PM.

FOREMAN REQUIREMENTS:

- On any job where there are 1 to 10 Journeymen electricians, 1 shall be designated a Foreman.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- 2nd Shift (4:30 PM to 12:30 AM) shall receive 8 hours pay for 7.5 hours work + an additional 10% of the regular rate, per hour, inclusive of benefits.
- 3rd Shift (12:30 AM to 8:00 AM) shall receive 8 hours pay for 7 hours work + an additional 15% of the regular rate, per hour, inclusive of benefits.

OVERTIME:

Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, and all hours on Saturdays, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Electrician - Teledata (15 Voice/Data Lines & Less)

PREVAILING WAGE RATE

	04/03/12	04/29/13
Master	W47.24	W48.93
Technician/General	B26.67	B27.63
Foreman	T73.91	T76.56
Senior Technician/Lead Foreman (21-30 Workers on Job)	W43.24 B24.41 T67.65	W44.79 B25.29 T70.08
Technician A/Foreman (11-20 Workers on Job)	W41.42 B23.39 T64.81	W42.91 B24.23 T67.14
Technician B/Working Foreman (4-10 Workers on Job)	W39.61 B22.36 T61.97	W41.02 B23.16 T64.18
Technician C/Journeyman (1-3 Workers on Job)	W36.34 B20.52 T56.86	W37.64 B21.25 T58.89

Expiration Date: 10/31/2014

Craft: Electrician - Teledata (15 Voice/Data Lines & Less)

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	18.12	19.32	21.34	23.75	26.57	28.99	31.80	34.62		
Benefits	7.52	8.01	8.85	9.85	11.02	12.02	13.19	14.35		

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician - Teledata (15 Voice/Data Lines & Less)

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 4-29-13:

INTERVAL	PERIOD AND RATES								
6 Months	18.76	20.01	22.10	24.60	27.52	30.02	32.94	35.86	
Benefits	7.78	8.30	9.17	10.20	11.41	12.45	13.66	14.87	

NOTES:

- These rates are for service, maintenance, moves, and/or changes affecting 15 Voice/Data (teledata) lines or less. These rates may NOT be used for any teledata work in new construction (including additions) or any fiber optic work.
- The number of Teledata workers on the jobsite is the determining factor for which Foreman category applies.

The regular workday shall be 8 hours, between 8:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

- Shift work must run for a minimum of 5 consecutive workdays.
- 2nd Shift (4:30 PM to 12:30 AM) shall receive 8 hours pay for 7.5 hours work + an additional 10% of the regular rate, per hour, inclusive of benefits.
- 3rd Shift (12:30 AM to 8:00 AM) shall receive 8 hours pay for 7 hours work + an additional 15% of the regular rate, per hour, inclusive of benefits.

OVERTIME:

Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, and all hours on Saturdays, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Electrician - Teledata (16 Instruments & More)

PREVAILING WAGE RATE

See "Electrician" Rates

Expiration Date:

Craft: Electrician - Teledata (16 Instruments & More)

COMMENTS/NOTES

See ELECTRICIAN Rates

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Electrician- Outside Commercial

PREVAILING WAGE RATE

	06/04/12	06/03/13	06/02/14
Cable Splicer	W53.99 B30.21 T84.20	W55.34 B30.97 T86.31	W56.73 B31.75 T88.48
Certified Welder	W51.53 B28.84 T80.37	W52.83 B29.56 T82.39	W54.15 B30.30 T84.45
Equipment Operator	W49.08 B27.47 T76.55	W50.31 B28.15 T78.46	W51.57 B28.69 T80.26
Foreman (1-10 Journeyman workers on job)	W54.97 B30.76 T85.73	W56.35 B31.53 T87.88	W57.76 B32.32 T90.08
Foreman (11-20 Journeyman workers on job)	W56.44 B31.58 T88.02	W57.86 B32.38 T90.24	W59.31 B33.19 T92.50
General Foreman (21-30 Journeyman workers on job)	W57.91 B32.41 T90.32	W59.37 B33.22 T92.59	W60.85 B34.05 T94.90
General Foreman (31-60 Journeyman workers on job)	W62.82 B35.15 T97.97	W64.40 B36.04 T100.44	W66.01 B36.94 T102.95
Groundman	W29.45 B16.48 T45.93	W30.19 B16.90 T47.09	W30.94 B17.32 T48.26
Journeyman Lineman/Technician	W49.08 B27.47 T76.55	W50.31 B28.15 T78.46	W51.57 B28.86 T80.43
Sub-Foreman	W54.97 B30.76 T85.73	W56.35 B31.53 T87.88	W57.76 B32.32 T90.08

Expiration Date: 06/01/2015

Craft: Electrician- Outside Commercial

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	65%	70%	75%	80%	85%	90%			
Benefits	55.95% of	Journey	man	wage	+ \$.01					

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Electrician- Outside Commercial

COMMENTS/NOTES

* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

The regular worday shall be 8 hours, between 8:00 AM and 4:30 PM.

FOREMAN REQUIREMENTS:

On jobs where there are 4 Journeymen, one shall be a Foreman. The following number of Foreman, General Foreman, Assistant General Foreman and Sub-Foreman shall be required with respect to number of Journeymen on site:

4-10 Journeymen (1 Foreman)

11-20 Journeymen (1 Foreman and 1 Sub-Foreman)

21-30 Journeymen (1 Foreman and 2 Sub-Foremen)

SHIFT DIFFERENTIALS:

Shift work must run for a minimum of 5 consecutive workdays.

2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the regular rate, inclusive of benefits.

3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the regular rate per hour, inclusive benefits.

OVERTIME:

Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, and all hours on Saturdays, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Electrician-Utility Work (North)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Expiration Date:

Craft: Electrician-Utility Work (North)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	60%	65%	70%	75%	80%	85%	90%			
Benefits	62.5% of	Appren	tice	Wage	Rate	for all	intervals			

Craft: Electrician-Utility Work (North)

COMMENTS/NOTES

Electrician-Utility Work (North) rates are located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Electrician-Utility Work (South)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Expiration Date:

Craft: Electrician-Utility Work (South)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	24.67	26.73	28.78	30.84	32.90	34.95	37.01			
Benefits	20.75	21.90	23.06	24.22	25.37	26.51	27.69			

Craft: Electrician-Utility Work (South)

COMMENTS/NOTES

Electrician-Utility Work (South) rates are located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Elevator Constructor

PREVAILING WAGE RATE

	03/17/12	03/17/13
Journeyman	W55.20 B26.88 T82.08	W57.01 B28.38 T85.39

Expiration Date: 03/16/2014

Craft: Elevator Constructor

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	24.75	30.36	35.88	41.40						
Benefits	22.95	23.34	24.13	24.92						

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Constructor

COMMENTS/NOTES

The regular workday shall consist of either 7 or 8 hours to be established at the beginning of the project, between 7:00 AM and 4:30 PM.

OVERTIME:

For all hours worked before or after the regular workday, Monday through Friday, and all hours on Saturday and Sunday, shall be paid at double the hourly rate. Holiday pay is one days wages (8 hours) plus double the hourly rate for all hours worked.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays shall be observed on the previous Friday and Sunday holidays shall be observed on the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Elevator Modernization & Service

PREVAILING WAGE RATE

	03/17/12	03/17/13
Journeyman	W43.79 B26.73 T70.52	W45.14 B28.23 T73.37

Expiration Date: 03/16/2014

Craft: Elevator Modernization & Service

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	24.75	24.08	28.46	32.84						
Benefits	22.87	23.26	24.03	24.81						

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Modernization & Service

COMMENTS/NOTES

MODERNIZATION (addition, replacement, refurbishing, relocation, or changes in design or appearance, of elevator equipment in existing buildings):

- The regular workday consists of 8 hours, between 7:00 AM and 4:30 PM.

- Overtime:

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday and Sunday shall be paid at time and one-half the hourly rate. Holiday pay is one days wages (8 hours) plus time and one-half the hourly rate for all hours worked.

SERVICE (repair or replacement of parts for the purpose of maintaining elevator equipment in good operating condition):

- The regular workday consists of 8 hours, between 6:00 AM and 6:00 PM.

- Overtime:

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS (Modernization and Service): New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays shall be observed on the previous Friday and Sunday holidays shall be observed on the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Glazier PREVAILING WAGE RATE

	05/10/12
Foreman	W44.34 B20.82 T65.16
General Foreman	W46.34 B21.06 T67.40
Journeyman	W40.33 B20.34 T60.67

Expiration Date: 04/30/2013

Craft: Glazier APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
4 Months	30%	40%	50%	60%	70%	75%	80%	85%	90%	
Benefits	Intervals	1 to 3 =	6.34	Intervals	4 to 6 =	9.04	Intervals	7 to 9 =	11.33	

Ratio of Apprentices to Journeymen - 1:4

Craft: Glazier COMMENTS/NOTES

Hazard/Height Pay: +\$1.00 per hour

FOREMAN REQUIREMENTS:

- When there are 4 or more Glaziers on a job, 1 must be designated a Foreman.
- When there are 15 or more Glaziers on a job, 1 must be designated a General Foreman.

The regular workday shall consist of 8 hours, between 7:00 AM and 5:30 PM, Monday to Friday.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, General Election Afternoon, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Heat & Frost Insulator

PREVAILING WAGE RATE

	09/19/12
Foreman	W48.52 B29.17 T77.69
General Foreman	W51.07 B30.28 T81.35
Journeyman	W47.24 B28.61 T75.85

Expiration Date: 09/18/2013

Craft: Heat & Frost Insulator

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	21.77	25.79	31.25	36.76						
Benefits	17.33	20.48	22.51	24.36						

Ratio of Apprentices to Journeymen - 1:3

Craft: Heat & Frost Insulator

COMMENTS/NOTES

NOTE: These rates apply to the installing of insulation on hot and cold mechanical systems.

The regular workday shall be 8 hours between 8:00 AM and 4:30 PM.

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 consecutive workdays.
- Second Shift shall work 7.5 hours and receive 8 hours pay, at the regular rate, plus 25% per hour.
- Third Shift shall work 7 hours and receive 8 hours pay, at the regular rate, plus 30% per hour.

OVERTIME:

The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day and Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Heat & Frost Insulator - Asbestos Worker

PREVAILING WAGE RATE

	09/19/12
Foreman	W48.52 B29.17 T77.69
Material Handler	W24.18 B8.00 T32.18

Expiration Date: 09/18/2013

Craft: Heat & Frost Insulator - Asbestos Worker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	HEAT &	FROST	INSULAT OR						

Ratio of Apprentices to Journeymen - 1:3

Craft: Heat & Frost Insulator - Asbestos Worker

COMMENTS/NOTES

NOTE: These rates apply only to the removal of insulation materials/asbestos from mechanical systems, including containment erection and demolition, and placing material in appropriate containers.

The regular workday shall be 8 hours between 8:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- The second shift shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 25% per hour.
- The third shift shall work 7 hours and receive 8 hours pay at the regular rate, plus 30% per hour.

OVERTIME: The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day and Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Ironworker

PREVAILING WAGE RATE

	07/06/12
Rod Foreman	W39.74 B39.77 T79.51
Rod Journeyman	W36.74 B39.77 T76.51
Structural Foreman	W42.54 B39.77 T82.31
Structural Journeyman	W39.54 B39.77 T79.31

Expiration Date: 06/30/2013

Craft: Ironworker

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	50%	60%		Yearly	70%	80%	90%			

Ratio of Apprentices to Journeymen - 1:5 *

* 1:4 for rebar (reinforcing rod) work.

Craft: Ironworker

COMMENTS/NOTES

HAZARDOUS WASTE WORK: On hazardous waste removal work on a state or federally designated hazardous waste site where the Ironworker is required to wear Level A,B, or C personal protection: + \$3.00 per hour

The regular workday consists of 8 hours between 6:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- 2nd Shift: 8 hrs pay for 7.5 hrs work, plus an additional 15% per hour.
- 3rd Shift: 8 hrs pay for 7 hrs work, plus an additional 20% per hour.
- To have a 2nd Shift, there must be a 1st Shift worked during the regular workday.
- To have a 3rd Shift, there must be a 2nd Shift.
- When an irregular shift is established, the rate shall be the regular rate plus \$10.00 per hour.
- All shift differential rates are inclusive of benefits.

OVERTIME:

- For the first three (3) hours in excess of 8 per day Monday through Friday, or before or after the regular workday, that are not shift work, and all hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of eleven (11) per day Monday through Friday and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Laborer - Asbestos & Hazardous Waste Removal

PREVAILING WAGE RATE

	02/12/13	12/01/13	12/01/14
Foreman	W31.92 B22.87 T54.79	W0.00 B0.00 T55.29	W0.00 B0.00 T55.79
Journeyman (Handler)	W28.37 B22.87 T51.24	W0.00 B0.00 T51.74	W0.00 B0.00 T52.24

Expiration Date: 11/30/2015

Craft: Laborer - Asbestos & Hazardous Waste Removal

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	60%	70%	80%	90%						
Benefits	21.22	for	all	intervals						

Ratio of Apprentices to Journeymen - *

* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than (1) apprentice for each additional three (3) journeymen.

Craft: Laborer - Asbestos & Hazardous Waste Removal

COMMENTS/NOTES

NOTE: These rates apply to work in connection with Asbestos, Radiation, Hazardous Waste, Lead, Chemical, Biological, Mold Remediation and Abatement.

The regular workday shall be 8 hours between 6:00 AM and 6:00 PM.

OVERTIME:

- Hours in excess of 8 per day, Monday through Saturday, and all hours on Sunday and holidays shall be paid at time and one-half the regular rate.
- When the owner (Public Body) mandates that work is to be performed on Sunday, those hours may be worked at straight time, up to 8 hours per day, up to 40 hours per week.
- Benefits on ALL overtime hours shall be paid at straight time.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Good Friday, Easter, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Laborer - Building

PREVAILING WAGE RATE

	05/01/12
Class A Journeyman	W29.85 B23.37 T53.22
Class B Journeyman	W29.35 B23.37 T52.72
Class C Journeyman	W24.95 B23.37 T48.32
Foreman	W33.58 B23.37 T56.95
General Foreman	W37.31 B23.37 T60.68

Expiration Date: 04/30/2013

Craft: Laborer - Building

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	60%	70%	80%	90%						
Benefit	20.37	20.37	20.37	20.37						

Ratio of Apprentices to Journeymen - *

* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than (1) apprentice for each additional three (3) journeymen.

Craft: Laborer - Building

COMMENTS/NOTES

CLASS A: Specialist laborer including mason tender or concrete pour crew; scaffold builder (scaffolds up to 14 feet in height); operator of forklifts, Bobcats (or equivalent machinery), jack hammers, tampers, motorized tampers and compactors, vibrators, street cleaning machines, hydro demolition equipment, riding motor buggies, conveyors, burners; and nozzlemen on gunite work.

CLASS B: Basic laborer - includes all laborer work not listed in Class A or Class C.

CLASS C: Janitorial-type light clean-up work associated with the TURNOVER of a project, or part of a project, to the owner. All other clean-up work is Class B.

The regular workday shall be 8 hours between 6:00 AM and 6:00 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.

- When a 2-shift schedule is worked, including a day shift, both shifts shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 15%.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

- When a 3-shift schedule is worked, the day shift shall be established on the basis of 8 hours pay for 8 hours worked, the second shift shall be established on the basis of 8 hours pay for 7.5 hours worked, and the third shift shall be established on the basis of 8 hours pay for 7 hours worked. The day shift shall receive the regular rate, the second shift shall receive the regular rate plus an additional 15%, and the third shift shall receive the regular rate plus an additional 20%.
- When a second or third shift is worked with no day shift, the second or third shift shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 15%, and the third shift shall receive the regular rate plus an additional 20%.

OVERTIME:

- Hours in excess of 8 per day, or outside the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Four 10-hour days may be worked Monday to Thursday, at straight time, with Friday used a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the regular rate.
- Benefits on ALL overtime hours shall be paid at time and one-half.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Laborer - Heavy & General

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Expiration Date:

Craft: Laborer - Heavy & General

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	11.50	for	all	intervals						

Ratio of Apprentices to Journeymen - *

* No more than 1 apprentice for the first journeyman and no more than 1 apprentice for each additional 3 journeymen.

Craft: Laborer - Heavy & General

COMMENTS/NOTES

Heavy & General Laborer rates are located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Millwright

PREVAILING WAGE RATE

	11/01/12
Foreman	W48.62 B27.22 T75.84
Journeyman	W42.28 B23.67 T65.95

Expiration Date: 04/30/2013

Craft: Millwright

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	45%	50%	55%	60%	65%	70%	75%	85%	95%
Benefits	56% of	Appren	tice	Wage	Rate					

Ratio of Apprentices to Journeymen - 1:4

Craft: Millwright

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- When there are 2 or more Millwrights on a job, 1 shall be designated as a Foreman.
- When there are 21 or more Millwrights on a job, 2 shall be designated as Foremen.

The regular workday shall consist of 8 hours, starting between 7:00 AM and 9:00 AM.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.

OVERTIME:

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Operating Engineer

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Expiration Date:

Craft: Operating Engineer

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	60%	70%	80%	90%						

Ratio of Apprentices to Journeymen - *

* 1 apprentice for each piece of heavy equipment. At least 10 pieces of heavy equipment or a minimum of 5 Operating Engineers must be on site.

Craft: Operating Engineer

COMMENTS/NOTES

Operating Engineer rates are located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Operating Engineer - Field Engineer

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Expiration Date:

Craft: Operating Engineer - Field Engineer

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	70%	75%	of Rod/	Chainman	Wage					
Yearly			80%	90%	Transit/	Instrument	man	Wage		

Ratio of Apprentices to Journeymen - *

* No more than 1 Field Engineer Apprentice per Survey Crew.

Craft: Operating Engineer - Field Engineer

COMMENTS/NOTES

Operating Engineer - Field Engineer rates are located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Painter - Bridges

PREVAILING WAGE RATE

	06/25/12
Foreman	W54.78 B22.02 T76.80
General Foreman	W57.28 B22.02 T79.30
Journeyman	W49.78 B22.02 T71.80

Expiration Date: 04/30/2013

Craft: Painter - Bridges

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	50%	55%			60%	65%		75%	85%	
Benefits	Intervals	1 to 2 =	8.13	Intervals	3 to 4 =	9.63	Intervals	5 to 6 =	11.13	

Ratio of Apprentices to Journeymen - 1:4

Craft: Painter - Bridges

COMMENTS/NOTES

These rates apply to: All bridges that span waterways, roadways, railways and canyons. All tunnels, overpasses, viaducts and all appurtenances.

FOREMEN REQUIREMENTS:

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day afternoon, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Painter - Line Striping

PREVAILING WAGE RATE

	08/26/11
Foreman (Charge Person)	W33.24 B13.19 T46.43
Helper (1st Year-2nd 6 Mos.)	W25.13 B13.10 T38.23
Helper (2nd Year)	W26.64 B13.13 T39.77
Helper (3rd Year)	W28.65 B13.14 T41.79
Journeyman	W32.74 B13.19 T45.93
Probationary Helper (1st-6 Mos.)	W22.09 B13.07 T35.16

Expiration Date: 06/30/2012

Craft: Painter - Line Striping

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

The first Painter on the job site must be designated as a Foreman .

OVERTIME:

Hours in excess of 8 per day, Monday through Saturday, and all hours on Sundays and holidays shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Martin Luther King's Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Painter - New Construction

PREVAILING WAGE RATE

	11/13/12
Foreman	W40.28 B20.38 T60.66
General Foreman	W42.11 B20.60 T62.71
Journeyman	W36.62 B19.94 T56.56

Expiration Date: 04/30/2013

Craft: Painter - New Construction

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
4 Months	30%	40%	50%	60%	70%	75%	80%	85%	90%	
Benefits	Intervals	1 to 3 =	8.00	Intervals	4 to 6 =	10.00	Intervals	7 to 9 =	11.00	

Ratio of Apprentices to Journeymen - 1:4

Craft: Painter - New Construction

COMMENTS/NOTES

Spraying, sandblasting, lead abatement, work on tanks or stacks, work performed above 3 stories or 30 feet in height, or using swing scaffolds requires an additional 10% of the wage rate.

FOREMEN REQUIREMENTS:

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, General Election afternoon, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Painter - Repainting

PREVAILING WAGE RATE

	06/25/12
Foreman	W30.95 B17.12 T48.07
General Foreman	W33.76 B17.46 T51.22
Journeyman	W28.13 B16.78 T44.91

Expiration Date: 04/30/2013

Craft: Painter - Repainting

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	PAINTER	NEW	CONSTR	TION					
				UC						

Ratio of Apprentices to Journeymen - 1:4

Craft: Painter - Repainting

COMMENTS/NOTES

NOTE: These rates may only be used on jobs where no major alterations occur, and where not more than 3 other trades are present on the job, but may NOT, under any circumstances, be used for work on bridges, stacks, elevated tank, or generating stations.

Spraying, sandblasting, lead abatement, work on tanks or stacks, work performed above 3 stories or 30 feet in height, or using swing scaffolds requires an additional 10% of the wage rate.

FOREMEN REQUIREMENTS:

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

OVERTIME:

- Hours in excess of 8 per day and 40 per week shall be paid at time and one-half the regular rate.
- Four 10-hour days may be worked, at straight time, Monday through Sunday.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, General Election afternoon, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Painter- Containment

PREVAILING WAGE RATE

	06/25/12
Journeyman	W30.85 B20.32 T51.17

Expiration Date: 04/30/2013

Craft: Painter- Containment

COMMENTS/NOTES

NOTE: These rates shall require no painting, but used in a supporting capacity only, such as wrapping, boxing, fencing, etc. on new tanks and structural steel only.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate..

RECOGNIZED HOLIDAYS: New Year's Day President's Day,, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Painter- Structural Steel and Tanks (New Construction)

PREVAILING WAGE RATE

	06/25/12
Foreman	W43.56 B20.32 T63.88
General Foreman	W46.06 B20.32 T66.38
Journeyman	W38.56 B20.32 T58.88

Expiration Date: 04/30/2013

Craft: Painter- Structural Steel and Tanks (New Construction)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	PAINTER	BRIDGES							

Craft: Painter- Structural Steel and Tanks (New Construction)

COMMENTS/NOTES

These rates apply to: All work in nuclear plants, on towers, on steeples, on dams, on hangers and open steel whether new or repaint. All new work in refineries, tank farms, water/sewerage treatment facilities and on pipelines, and tanks, including all elevated and water tanks, tank interiors and repaint of ground tanks over sixty (60) feet in height.

FOREMEN REQUIREMENTS:

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Painter- Structural Steel and Tanks (Repaint)

PREVAILING WAGE RATE

	06/25/12
Foreman	W34.66 B17.05 T51.71
General Foreman	W37.16 B17.05 T54.21
Journeyman	W29.66 B17.05 T46.71

Expiration Date: 04/30/2013

Craft: Painter- Structural Steel and Tanks (Repaint)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	PAINTER	BRIDGES							

Craft: Painter- Structural Steel and Tanks (Repaint)

COMMENTS/NOTES

These rates apply to: All repaint work in refineries, tank farms, water/sewerage treatment facilities and on pipelines and repainting of all other tanks.

FOREMEN REQUIREMENTS:

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Painter- Tender

PREVAILING WAGE RATE

	06/25/12
Tender	W18.00 B9.05 T27.05

Expiration Date: 04/30/2013

Craft: Painter- Tender

COMMENTS/NOTES

These rates apply to: The handling of all materials, manning of safety boats, handling of traffic controls, loading and unloading of trucks, cleaning of abrasive materials and other clean-up work.

NOTE: THIS WORK CLASSIFICATION SHALL ONLY APPLY IN SUPPORT OF THE FOLLOWING WORK CLASSIFICATIONS), Painter-Structural Steel and Tanks (New Construction), Painter-Structural Steel and Tanks (Repaint) and Painter-Bridges.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour..

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Paperhanger - New Construction

PREVAILING WAGE RATE

	11/13/12
Foreman	W41.26 B20.50 T61.76
Journeyman	W37.51 B20.05 T57.56

Expiration Date: 04/30/2013

Craft: Paperhanger - New Construction

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
4 Months	30%	40%	50%	60%	70%	75%	80%	85%	90%	
Benefits	Intervals	1 to 3 =	8.00	Intervals	4 to 6 =	10.00	Intervals	7 to 9 =	11.00	

Ratio of Apprentices to Journeymen - 1:4

Craft: Paperhanger - New Construction

COMMENTS/NOTES

FOREMEN REQUIREMENTS:

- When there are 4 or more Paperhangers on a job, 1 shall be designated a Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.

- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.

- Four 10-hour days may be worked, at straight time, Monday through Friday.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, General Election afternoon, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Paperhanger - Renovation

PREVAILING WAGE RATE

	06/25/12
Foreman	W31.74 B17.21 T48.95
Journeyman	W28.85 B16.86 T45.71

Expiration Date: 04/30/2013

Craft: Paperhanger - Renovation

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	PAPER-	HANGER	NEW	CONSTR	TION				
					UC					

Ratio of Apprentices to Journeymen - 1:4

Craft: Paperhanger - Renovation

COMMENTS/NOTES

NOTE: These rates may only be used on jobs where no major alterations occur, and where not more than 3 other trades are present on the job, but may NOT, under any circumstances, be used for work on bridges, stacks, elevated tanks, or generating stations.

FOREMEN REQUIREMENTS:

- When there are 4 or more Paperhangers on a job, 1 shall be designated a Foreman.

OVERTIME:

- Hours in excess of 8 per day and 40 per week shall be paid at time and one-half the regular rate.
- Four 10-hour days may be worked, at straight time, Monday through Sunday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Pipefitter

PREVAILING WAGE RATE

	05/02/12
Foreman	W48.44 B34.73 T83.17
Journeyman	W44.69 B32.05 T76.74

Expiration Date: 04/30/2013

Craft: Pipefitter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	35%	45%	60%	70%	80%					
Benefit	71.5% of	Appren	tice	Wage	Rate + .10	cents				

Ratio of Apprentices to Journeymen - 1:5

Craft: Pipefitter

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- When there are 2 or more Journeyman Pipefitters on a job, 1 shall be designated a Foreman.
- There shall be a Foreman for every 8 Journeyman Pipefitters on a job.

The regular workday shall be 8 hours between 7:00 AM and 3:30 PM.

SHIFT DIFFERENTIAL:

- 2nd Shift (3:30 PM-11:30 PM) shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 25% per hour.
- 3rd Shift (11:30 PM-7:00 AM) shall work 7 hours and receive 8 hours pay at the regular rate, plus 30% per hour.

OVERTIME:

- All hours worked in excess of 8 per day, Monday through Friday, and all hours worked on Saturday, shall be paid at time and one-half, inclusive of benefits. All hours on Sunday and holidays shall be paid at double time, inclusive of benefits.
- By mutual agreement, employees may work four 10-hour days, Monday to Thursday, at straight time rate. Friday may be used as a make-up day for a day lost to inclement weather, and may be paid at straight time. If Friday is not a make-up day, the first 8 hours shall be paid at time and one-half, inclusive of benefits; hours in excess of 8 shall be paid at double time, inclusive of benefits.

SHIFT DIFFERENTIAL (Maintenance Work Only):

- 2nd Shift (3:30 PM-11:30 PM) shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 10% per hour.
- 3rd Shift (11:30 PM-7:00 AM) shall work 7 hours and receive 8 hours pay at the regular rate, plus 15% per hour.

OVERTIME (Maintenance Work Only):

- All hours in excess of 8 per day, Monday through Saturday, shall be paid at time and one-half, inclusive of benefits. All hours on Sundays and holidays shall be paid at double time, inclusive of benefits.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

NOTE: Maintenance work is work to repair, restore, or improve the efficiency of existing facilities. This does NOT apply to ANY new construction.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays are observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Plasterer

PREVAILING WAGE RATE

See Bricklayer, Stone Mason Rates

Expiration Date:

Craft: Plasterer

COMMENTS/NOTES

See BRICKLAYER, STONE MASON Rates

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Plumber

PREVAILING WAGE RATE

	05/01/12
Foreman	W50.82 B29.24 T80.06
General Foreman	W54.12 B29.24 T83.36
Journeyman	W47.06 B29.24 T76.30

Expiration Date: 04/30/2013

Craft: Plumber

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	30%	45%	55%	65%	75%					
Benefits	11.22	16.49	17.90	19.31	20.72					

Ratio of Apprentices to Journeymen - *

* Employers may employ 1 apprentice on any job where 1 or 2 journeymen are employed. Thereafter, 1 apprentice may be employed for every 4 journeymen.

Craft: Plumber

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- On any job having 2 or more Plumbers, 1 must be designated a Foreman.
- On any job having 9 or more Plumbers, 2 shall be designated as Foremen.

The regular workday shall consist of 8 hours between 7:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must continue for a minimum of 5 consecutive workdays.
- When two shifts are worked, the second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 25%, inclusive of benefits.
- When a third shift is worked, the third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 30%, inclusive of benefits.

SHIFT DIFFERENTIALS - Maintenance Work:

- Shift work must continue for a minimum of 10 consecutive workdays.
- When two shifts are worked, the second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 10%, inclusive of benefits.
- When a third shift is worked, the third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 15%, inclusive of benefits.

NOTE: Maintenance work is work to repair, restore, or improve the efficiency of existing facilities. This does NOT apply to ANY new construction.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - UNION

OVERTIME:

- All hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and all hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays, shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Roofer

PREVAILING WAGE RATE

	08/06/12
Foreman	W34.77 B21.52 T56.29
Journeyman	W33.77 B21.52 T55.29

Expiration Date: 05/31/2015

Craft: Roofer

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	50%	60%	70%	80%	90%				
Benefits	1.10	1.10	19.00	19.00	19.00	19.00				

Ratio of Apprentices to Journeymen - *

- * A) For roofing jobs that are of the 1 or single ply nature: 1:2 or fraction thereof
- B) For roofing jobs on new built up roofs: 1:3 or fraction thereof
- C) For roofing jobs that are of a tear-off nature: 1:2 or fraction thereof
- D) For roofing jobs {not requiring complete removal of existing systems, installation done over existing roof}: 1:3 or fraction thereof

Craft: Roofer

COMMENTS/NOTES

Pitch: +.50 per hour

Mop Man: +.30 per hour

The regular workday consists of 8 hours between 8:00 AM and 4:30 PM.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays, Sundays, and holidays shall be paid at time and one-half the regular rate.

RECOGNIZED HOLIDAYS: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Sheet Metal Sign Installation

PREVAILING WAGE RATE

	10/01/12
Foreman	W31.25 B24.69 T55.94
Journeyman	W30.00 B24.69 T54.69

Expiration Date: 03/31/2013

Craft: Sheet Metal Sign Installation

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 hours	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%
Benefits	8.56	9.64	10.74	11.83	13.27	14.39	15.51	16.63	17.75	18.87

Ratio of Apprentices to Journeymen - 1:3

Craft: Sheet Metal Sign Installation

COMMENTS/NOTES

FOREMAN REQUIREMENT:

When there are 6 or more Sheet Metal Sign Installers on a job, 1 shall be designated a Foreman.

The regular workday consists of 8 hours, between 7:00 AM and 3:30 PM.

OVERTIME:

Hours before or after the regular workday, Monday through Friday, and all hours worked on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

Four(4) 10 hour days may be worked, Monday through Friday, at straight time, for projects lasting at least one week in duration. The fifth day may be used as a make-up day at straight time for a day lost due to inclement weather. However, if the fifth day is not a make-up day, all hours worked will be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Sheet Metal Worker

PREVAILING WAGE RATE

	10/09/12	06/01/13	06/01/14
Foreman	W46.61 B32.36 T78.97	W0.00 B0.00 T80.72	W0.00 B0.00 T82.47
General Foreman	W47.61 B32.36 T79.97	W0.00 B0.00 T81.72	W0.00 B0.00 T83.47
Journeyman	W44.11 B32.36 T76.47	W0.00 B0.00 T78.22	W0.00 B0.00 T79.97

Expiration Date: 05/31/2015

Craft: Sheet Metal Worker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	35%	45%	55%	65%	of	Journey	man	Wage	Rate	
Benefit	35%	45%	55%	65%	of	Journey	man	Benefit	Rate	

Ratio of Apprentices to Journeymen - 1:4

Craft: Sheet Metal Worker

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- When there are 2 or more Sheet Metal Workers on a project, 1 must be designated a Foreman.
- When there are 17 or more Sheet Metal Workers on a project, 1 must be designated a General Foreman.
- When there is only 1 Sheet Metal Worker (1 Journeyman) on a project, he/she shall receive \$1.00 more than the regular Journeyman's rate.

The regular workday is 8 hours between 7:00 AM and 4:30 PM.

SHIFT DIFFERENTIAL:

- 2nd Shift (3:30 PM - 12:00 AM) : +17% of regular hourly rate
- Shift work must run for a minimum of 5 consecutive workdays.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday, that are not shift work, and the first 10 hours on Saturdays shall be paid at time and one-half of the regular rate, inclusive of benefits. Hours in excess of 10 per day on Saturday, and all hours on Sundays and holidays shall be at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Friday, at straight time, with hours in excess of 10 per day, and hours in excess of 40 per week paid at the overtime rates listed above.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Sprinkler Fitter

PREVAILING WAGE RATE

	07/01/12
Foreman	W57.90 B21.21 T79.11
Journeyman	W54.00 B21.21 T75.21

Expiration Date: 06/30/2013

Craft: Sprinkler Fitter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 hours	9.50	11.25	25.20	27.78	30.36	32.94	35.52	38.10	40.68	43.26
Benefits	7.85	7.85	Full	Journey	man	Benefits	for	Intervals	3 to 10	

Ratio of Apprentices to Journeymen - 1:3

Craft: Sprinkler Fitter

COMMENTS/NOTES

The regular workday consists of 8 consecutive hours between 7:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 2 consecutive workdays.
- 2nd and 3rd shift shall receive an additional 15% of the regular rate, per hour.
- Any "off hours" shift starting at 8:00 PM or later shall receive an additional 25% of the regular rate, per hour.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday that are not shift work, and all hours on Saturdays, Sundays, and holidays shall be paid at double the regular rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Tile Finisher-Marble

PREVAILING WAGE RATE

	01/01/13
Finisher	W44.00 B27.53 T71.53

Expiration Date: 06/30/2013

Craft: Tile Finisher-Marble

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	50%	55%	65%	70%	75%	85%	90%	95%		

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Finisher-Marble

COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Tile Setter - Ceramic

PREVAILING WAGE RATE

	01/23/13
Finisher	W40.29 B25.87 T66.16
Setter	W51.05 B29.01 T80.06

Expiration Date: 06/01/2013

Craft: Tile Setter - Ceramic

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	50%	55%	60%	65%	70%	75%	85%	95%	100%	

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Setter - Ceramic

COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, and the first 10 hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Saturdays after 10 hours shall be paid double the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Tile Setter - Marble

PREVAILING WAGE RATE

	01/01/13
Tile Setter	W55.30 B27.58 T82.88

Expiration Date: 06/30/2013

Craft: Tile Setter - Marble

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	50%	55%	65%	70%	75%	85%	90%	95%		

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Setter - Marble

COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Tile Setter - Mosaic & Terrazzo

PREVAILING WAGE RATE

	01/23/13
Grinder or Assistant	W44.78 B31.78 T76.56
Mechanic	W46.39 B31.79 T78.18

Expiration Date: 06/30/2013

Craft: Tile Setter - Mosaic & Terrazzo

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	50%	55%	65%	70%	75%	85%	90%	95%		

Ratio of Apprentices to Journeymen - 1:5

Craft: Tile Setter - Mosaic & Terrazzo

COMMENTS/NOTES

The regular workday consists of 7 hours, between 8:00 AM and 3:30 PM.

OVERTIME:

- Hours in excess of 7 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Monday after Easter, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Truck Driver

PREVAILING WAGE RATE

	11/01/12
Bucket, Utility, Pick-up, Fuel Delivery trucks	W33.85 B27.43 T61.28
Dump truck, Asphalt Distributor, Tack Spreader	W33.85 B27.43 T61.28
Euclid-type vehicles (large, off-road equipment)	W34.00 B27.43 T61.43
Helper on Asphalt Distributor truck	W33.85 B27.43 T61.28
Slurry Seal, Seeding/Fertilizing/ Mulching truck	W33.85 B27.43 T61.28
Straight 3-axle truck	W33.90 B27.43 T61.33
Tractor Trailer (all types)	W34.00 B27.43 T61.43
Vacuum or Vac-All truck (entire unit)	W33.85 B27.43 T61.28
Winch Trailer	W34.10 B27.43 T61.53

Expiration Date: 04/30/2013

Craft: Truck Driver

COMMENTS/NOTES

BLENDED RATE:

When a truck driver is performing work on the site and also serving as a material delivery driver, the driver shall be paid a "blended rate" which shall be 80% of the above-listed wage rates, plus the full benefit rate. This rate shall be used when the driver "round robins" for a minimum of 6 hours during the work day.

HAZARDOUS WASTE REMOVAL:

- On hazardous waste removal work on a State designated hazardous waste site where the driver is in direct contact with hazardous materials and when personal protective equipment is required for respiratory, skin, and eye protection, the driver shall receive an additional \$3.00 per hour (with or without protective gear).
- A hazardous waste related certified worker at a designated hazardous waste site who is not working in a zone requiring level A, B or C personal protection shall receive an additional \$1.00 per hour.

TRUCK FOREMAN: \$.75 cents per hour above regular rate. Overtime shall be increased accordingly.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

The regular workday shall be 8 hours, starting between 6:00 AM and 8:00 AM.

SHIFT DIFFERENTIAL:

- Shifts starting at 4:00 PM (2nd Shift): + \$2.25 per hour.
- Shifts starting at 12:00 AM (midnight/3rd Shift): time and one-half the hourly rate.
- Shifts starting at a time other than from 6:00 AM to 8:00 AM, when such hours are mandated by the project owner: + \$2.25 per hour.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Employees may work four 10-hour days at straight time, Monday through Thursday, with Friday used as a make-up day for a lost day. If Friday is not a make-up day, then all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day (Decoration Day), July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. The day after Thanksgiving may be substituted for Veterans' Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Truck Driver-Material Delivery Driver

PREVAILING WAGE RATE

	05/01/12
Driver	W22.90 B10.17 T33.07

Expiration Date: 05/30/2016

Craft: Truck Driver-Material Delivery Driver

COMMENTS/NOTES

BLENDED RATE:

When a truck driver is performing work on the site and also serving as a material delivery driver, the driver shall be paid a "blended rate". See the "Truck Driver" craft for the blended rates.

Truck Foreman/Shop Steward: +\$0.25 per hour

SHIFT DIFFERENTIALS:

- 2nd Shift shall receive an additional \$0.50 per hour
- 3rd Shift shall receive time and one-half the hourly rate.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the hourly rate. All hours on Sundays shall be paid at two and one-half times the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day (Decoration Day), July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. The day after Thanksgiving may be substituted for Veterans' Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Welder

PREVAILING WAGE RATE

Welder

Expiration Date:

Craft: Welder

COMMENTS/NOTES

Welders rate is the same as the craft to which the welding is incidental .

SECTION 01 11 00
(01010)
STATEMENT OF WORK

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS
NEW FIRE ALARM SYSTEM AT CHURCH STORE BUILDING
UNION COUNTY PROJECT NO. 2010-024

1.01 IN GENERAL, the work of this project consists of the construction of a fire alarm system for the historic Church Store building in the Deserted Village of Feltville on Cataract Hollow Road off of Union County Route 527 in Berkeley Heights, Union County, New Jersey complete as specified within these Contract Documents and shown on the Drawings entitled, "New Fire Alarm System at Church Store Building, Union County Project No. 2010-024" prepared by the Alaimo Group, and consisting of five (5) drawings as listed at the end of this Statement of Work. The Drawings are appended to these Specifications.

1.02 DESCRIPTION OF WORK

- A. General: The project consists of providing a new fire alarm system plus the removal and proper disposal of the existing system upon final testing and acceptance of the new system. The County may specify that certain components be preserved and turned over to the County for their use. The systems consists of manual initiating devices, automatic fire detection devices (either thermal or smoke as indicated on the Plans), flow sensing and valve position indicating sensors for the sprinkler system, outside strobe horns, and inside strobe devices. The system shall have a main control panel and a remote operator display at the building entrance for fire department use. The system shall be fully integrated with the County's network command center and utilize equipment that is 100% compatible with the county system hardware and software. Project includes providing system programming required to fully integrate this new system with the county network command center.
- B. The work for this project includes the following items:
1. Layout of all devices in full compliance with the latest editions of the New Jersey Uniform Construction Code; the International Building Code, New Jersey Edition; the International Fire Code, New Jersey Edition; NFPA 70; NFPA 72 and NFPA 101 plus local, state and county codes and requirements.

2. Submittal of a complete layout package with bill of materials and product data for review by the *OWNER* and the *ENGINEER*.
3. Obtaining all required permits for the installation of the new fire alarm system.
4. Location of underground utilities before beginning construction.
5. Installation, testing and demonstration of the system.
6. All device wiring, signaling circuits, power and communications circuits.
7. Startup and adjustment of equipment and training of County personnel.
8. Programming required to integrate the system with the Union County network command center.

1.03 COORDINATION

- A. Contractor shall coordinate his operations with those of the *OWNER*. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work.
- B. Contractor shall lay out and install his work at such time or times and in such manner as to facilitate general progress of the project.
- C. Coordinate all work as further described in the General Conditions of the *Contract Documents*.

1.04 DRAWINGS

- A. The following Drawings prepared by Alaimo Group, Consulting Engineers, are appended hereto and are a part of these Contract Documents:

G01	Title Sheet and Location Map.
FA100	Legends Notes and Abbreviations
FA101	Device Location Plans – Ground and First Floors
FA102	Device Location Plans – Second Floor and Attic
FA103	Fire Alarm System Riser Diagram

- 1.05 The above Statement of Work outlines the general items and distribution of work, and should not be construed as being all-inclusive.

END OF STATEMENT OF WORK

SECTION 01 22 00
(01025)
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:

1. Requirements for determining measurement and payment of work specified on Unit basis or Lump Sum basis.
2. Requirements for a Schedule of Values.

B. Related work:

1. Other sections of the *Specifications*, not referenced below, shall also apply to the extent required for proper performance of this work.
2. *Section 01 32 16: Construction Schedules*

1.02 DESCRIPTION

A. Unit price items:

1. Measurement of units of work for which payment will be made by unit prices are defined herein.
2. Payment for the units of work will be determined by multiplying the unit prices stated within the bid, times the quantity of the unit of work as determined by the measurement provisions stated herein. Payment for the units of work shall fully compensate the *CONTRACTOR* for furnishing all materials, labor, equipment, services, tools and all else incidental and necessary to complete the work.

B. Lump sum items:

1. Measurement of quantities of work will be estimated based on the accepted schedule of values as specified herein.

2. Payment for the quantities of work indicated in the accepted schedule of values will be at the prices stated in the accepted schedule of values, not to exceed the lump sum stated within the bid. Payment for the work to be performed under the lump sum shall fully compensate the *CONTRACTOR* for furnishing all material, labor, equipment, services, tools and all else incidental and necessary to complete the work.
- C. No specific measurement and payment will be made herein for work having no separate payment, but the costs thereof shall be included in the prices bid for the various other items of related work listed herein and in the *BID*.

1.03 SUBMITTALS

- A. Comply with provisions of *Section 01 33 23, Shop Drawings, Product Data and Samples*.
- B. Schedule of values:
 1. Submit a Schedule of Values for the work at the Pre-Construction Conference. Schedule shall reflect the specified construction stages if any, and the component parts of each stage.
 2. Upon request, support the values with data, which will substantiate their correctness.
 3. The Schedule of Values, unless objected to by the *ENGINEER*, shall be used only as the basis for the Contractor's Applications for Payments.
- C. Form and content of Schedule of Values:
 1. Type Schedule on 8½ x 11 in. white paper *CONTRACTOR'S* standard forms and automated printout will be considered for approval by *ENGINEER* upon *CONTRACTORS* request. Identify schedule with:
 - a. Title of project and location.
 - b. *ENGINEER* and project number.
 - c. Name and address of *CONTRACTOR*.
 - d. Contract designation.
 - e. Item designation as listed in the *BID*.

- f. Date of submission.
- D. Schedule shall list the installed value of each of the items listed in the Bid for all of the work in sufficient detail to serve as a basis for computing values for progress payments during construction.
- E. In the case of Lump Sum items, each item shall be divided into its component parts and be shown on a subschedule.
- F. Follow the 48 Division Construction Specification Institute (CSI) format for listing component items of each payment item listed in the *BID*.
- G. The sum of all values listed in the schedule shall equal the total Contract Price.

PART 2 - PAYMENT

2.01 GENERAL

- A. The *CONTRACTOR* shall receive and accept the compensation provided for in the Contract as full payment for furnishing all labor, materials, tools, equipment and incidentals necessary to the completed work, and for performing all work contemplated and embraced under the Contract in a complete and acceptable manner; also, except where specifically provided elsewhere in the *Contract Documents*, for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, or for the action of the elements, or for any unforeseen difficulties which may be encountered during the prosecution of the work until acceptance by the *OWNER*; also, except where specifically provided elsewhere in the *Contract Documents*, for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the Contract.
- B. If the payment clause relates to any unit price in the *BID* and requires that the said unit price cover and be considered compensation for certain work or material essential to the item, this same work or material will not also be measured or paid for under any other Pay Item which may appear elsewhere in the *Contract Documents*.
- C. The *CONTRACTOR* shall receive payments in accordance with the completion of work as identified by the *Construction Schedule, Section 01 32 16*.

2.02 LIQUIDATED DAMAGES

- A. The *OWNER* will suffer significant financial loss if the project, or each stage thereof, is not substantially complete on the date(s) set forth in the *Contract Documents*. The *CONTRACTOR* and his surety shall be liable for and shall pay to the *OWNER* the sum stipulated, as fixed and agreed, as liquidated damages for each calendar day of delay until the project, or each stage thereof, is substantially complete.
- B. Liquidated damages in the amounts specified in the *BID* will be assessed as required by the General Provisions and the Contract and collected through Current Estimate/Voucher deduct items implemented at completion of the various stages of construction specified.

****END OF SECTION****

SECTION 01 25 13
(01640)
SUBSTITUTIONS

1.01 GENERAL

- A. Work included:
 - 1. Procedures for requesting use of products, materials or methods in place of those specified.
- B. Related requirements:
 - 1. Other sections of the *Specifications*, not referenced below, shall also apply to the extent required for proper performance of this work.
 - 2. *Section 01 33 23: Shop Drawings, Product Data and Samples*

1.02 SUBSTITUTIONS

- A. After Notice to Proceed, *ENGINEER* will consider formal request from *CONTRACTOR* for products, materials or methods in place of those specified.
- B. Submit six (6) copies of Request for Substitution together with Submittal Transmittal Form contained in *Section 01 33 23*. Include in request as applicable:
 - 1. Complete data substantiating compliance of proposed substitution with *Contract Documents*.
 - 2. For products:
 - a. Product identification, including manufacturer's name and address.
 - b. Manufacturer literature:
 - (1) Product description.
 - (2) Performance and test data.
 - (3) Reference standards.
 - c. Samples.

- d. Name and address of similar projects on which product was used, and date of installation.
 - 3. For construction methods:
 - a. Detailed description of proposed method.
 - b. Drawings illustrating methods.
 - 4. Itemized comparison of proposed substitution with product or method specified.
 - 5. Names of facilities at which the substitute material or product has been successfully used in a similar situation.
 - 6. Relation to separate contracts.
- C. In making requests for substitution, *CONTRACTOR* represents:
- 1. He has personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - 2. He will provide the same guarantee for substitution as for product or method specified.
 - 3. He will coordinate installation of accepted substitution into work making such changes as may be required for work to be completed in all respects.
 - 4. In the event the *CONTRACTOR* chooses to furnish and install a system or item of equipment of different arrangement from that shown or specified, and receives approval to do so, he shall furnish and install any additional wiring, conduit or other materials required by the system at no additional cost to the *OWNER*.
 - 5. He waives all claims for additional costs related to substitutions which consequently become apparent.
 - 6. Cost data is complete and includes all related costs under this contract.
 - 7. Redesign due to *CONTRACTOR'S* substitution shall be accomplished by a registered professional engineer in the State of New Jersey and will be subject to review and approval by the *ENGINEER* before implementation. Whether or not the *ENGINEER* accepts a proposed substitute, *CONTRACTOR* shall be responsible for all costs incurred for any redesign required as a result of any requested substitution. *ENGINEER* shall record

time required for review of *CONTRACTOR'S* submitted redesign and *OWNER* will deduct from *CONTRACTOR'S* payments all costs of the *OWNER's ENGINEER* in performing said review. *ENGINEER* shall bill the *OWNER* at the billing rates current at the time of review.

- D. Substitutions will not be considered if:
1. They are indicated or implied on shop drawings of product data submittals without formal request submitted in accordance with Paragraph 1.02.
 2. Acceptance will require substantial revision of *Contract Documents*.
 3. *OWNER* or *ENGINEER* determines that the substitutions will cause operational issues.
- E. If accepted, the *ENGINEER* will approve the substitution in writing.

****END OF SECTION****

REQUEST FOR SUBSTITUTION

Date of Request Contract # Project Title

SPECIFIED ITEM:

Specification Section #: _____ Paragraph # _____ Drawing # _____ Detail/Section # _____

Description: _____

The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION: _____

REASON for REQUEST FOR SUBSTITUTION:

☐ Cost savings to accrue to OWNER in amount of: \$ _____.

☐ Specified product no
longer manufactured

☐ Specified product not
available for _____ weeks

☐ Specified item does not
comply with Building Code

☐ Manufacturer declares product not suitable for intended use and will not warrant its installation

☐ Other (EXPLAIN) _____

In making requests for substitution, *CONTRACTOR* certifies that:

1. He has personally investigated proposed product or method and determined that it is equal or superior in all respects to that specified.
2. He will provide the same guarantee for substitution as for product or method specified.
3. Redesign due to substitution shall be subject to the provisions of the contract documents.
4. He will coordinate installation of accepted substitution into work making such changes as may be required for work to be completed in all respects.
5. He shall furnish and install any additional wiring, conduit or other materials required by the system at no additional cost to the *OWNER*.
6. He waives all claims for additional costs related to substitutions that consequently become apparent.
7. Cost data is complete and includes all related costs under this contract.

Submitted by:

For Use By A/E:

Signature

☐ No Exceptions Taken

☐ Note Markings, No Further
Submissions Required

CONTRACTOR

☐ Note Markings, Further
Submission Required

☐ Rejected

By: _____ Date: _____

UNION COUNTY
Union Co. Project No. 2010-024

A-0530-0017-001/S2039
April 2013

Substitutions
01 25 13-4

SECTION 01 32 16
(01310)
CONSTRUCTION SCHEDULES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work included:

1. Promptly after award of the contract, the *CONTRACTOR* shall prepare and submit to the *ENGINEER* estimated construction progress schedules for the work, with subschedules of related activities, which are essential to its progress.
2. Submit revised progress schedules monthly.

B. Related work:

1. Other sections of the *Specifications*, not referenced below, shall also apply to the extent required for proper performance of this work.
2. *Section 01 11 00: Statement of Work*
3. *Section 01 33 23: Shop Drawings, Product Data and Samples*

1.02 SUBMITTALS

- A. Comply with provisions of *Section 01 33 23, Shop Drawings, Product Data and Samples*.

1.03 FORM OF SCHEDULES

A. Prepare schedules in the form of a horizontal bar chart.

1. Provide separate horizontal bar for each trade or operation.
2. Horizontal time scale: Identify the first workday of each week.
3. Scale and spacing: To allow space for notation and future revisions.

- 4. Minimum sheet size: 18-inch by 24-inch.
- B. Format of listings: The chronological order of the start of each item of work.
- C. Identification of listings: By major specification section numbers.

1.04 CONTENT OF SCHEDULES

- A. Construction progress schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning, and completion of each element of construction.
 - 3. Show projected percentage of completion for each item, as of the first day of each month.
- B. Provide subschedules to define critical portions of prime schedules.

1.05 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.
 - 3. The effect of changes on schedules of other prime contractors.

1.06 SUBMISSIONS

- A. Submit initial schedules within five (5) days after Notice to Proceed.
 - 1. *ENGINEER* will review schedules and return review copy within ten (10) days after receipt.
 - 2. If required, resubmit within seven (7) days after return of review copy.
- B. Submit revised progress schedules with each application for payment.
- C. Submit one (1) reproducible transparency and one (1) opaque reproduction.

1.07 DISTRIBUTION

- A. Distribute copies of the reviewed schedules to:
 - 1. Job site file.
 - 2. Subcontractors.
 - 3. Other concerned parties.
- B. Instruct recipients to report promptly to the *CONTRACTOR*, in writing, any problems anticipated by the projection shown in the schedules.

PART 4 - PAYMENT

4.01 CONSTRUCTION SCHEDULES

- A. Unless otherwise noted in the *BID* Section, no separate payment shall be made for this item.
- B. Include all costs for the *CONSTRUCTION SCHEDULES* in the prices bid for the various related items of work as designated in the *BID*.

****END OF SECTION****

SECTION 01 32 33
(01380)
CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.01 SUMMARY

A. Work included:

1. Provide Preconstruction Photographs prior to beginning of construction activities including site and access clearing.

B. Related Work:

1. Other sections of the *Specifications*, not referenced below, shall also apply to the extent required for proper performance of this work.
2. *Section 01 32 16: Construction Schedules*
3. *Section 01 33 23: Shop Drawings, Product Data and Samples*

1.02 SUBMITTALS

A. Comply with provisions of *Section 01 33 23, Shop Drawings, Product Data and Samples*.

B. Samples:

1. Submit six (6) representative samples of photographs to be provided, two of which will be retained by the *ENGINEER*.
2. Except as otherwise directed and paid for submit three (3) prints of each photograph taken.

C. Submit name and address of photographer.

1.03 QUALITY ASSURANCE

A. Secure the services of a professional photographer who is skilled and experienced in construction photography and whose work samples are acceptable to the *ENGINEER*.

- B. Do not replace the photographer without the *ENGINEER'S* written approval.

PART 2 - PRODUCTS

2.01 PHOTOGRAPHS

A. Color:

1. Digital photographs shall be taken at a resolution of not less than 720 DPI with a 35 mm or larger format camera with professional lenses capable of being programmed to show the date the photo was taken on the front of the photograph.

B. Identification:

1. Provide the date the photograph was taken on the face of each photograph in the lower right corner.
2. Identify each photograph with the following:
 - a. Name of Project.
 - b. Orientation of view (Approximate station and direction or provide photo location map).
 - c. Name and address of photographer.
 - d. Name of *ENGINEER*.
 - e. Name of Contractor.
 - f. Date and time of exposure.
 - g. Photographer's numbered identification of exposure.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Prior to the work of this section verify that the work of other trades is complete to the point where this work may properly commence.

3.02 PHOTOGRAPHY

A. Photography required:

1. Consult with *ENGINEER* prior to photography for instructions concerning views required.
2. Provide Preconstruction Photos of site.
3. Provide complete coverage of all interior spaces.

B. Views:

1. Continuous coverage of existing conditions.
2. Photographs shall be labeled by Room.

C. Technique:

1. Factual presentation.
2. Correct exposure and focus:
 - a. High resolution and sharpness.
 - b. Maximum depth of field.
 - c. Minimum distortion.

3.03 DELIVERY

- A. Digital images shall be provided on CD-ROM labeled to show date, project, contract number and location.
- B. Deliver CDs to *ENGINEER* at Project Closeout.

PART 4 - PAYMENT

4.01 CONSTRUCTION PHOTOGRAPHS

- A. Include all costs for construction photographs in the overall contract price.

****END OF SECTION****

SECTION 01 33 23
(01340)
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.01 SUMMARY

A. Work included:

1. Prepare and submit to the *ENGINEER* a Schedule of Submittals showing all submittals required by the Specification sections or the Drawings.
2. Prepare and submit to *ENGINEER* shop drawings, product data and samples required by the Specification sections.
3. Prepare and submit to the *ENGINEER* engineering drawings and calculations for items indicated on the Plans or as otherwise required by the contract specifications.

B. Related Requirements:

1. Other sections of the *Specifications*, not referenced below, shall also apply to the extent required for proper performance of this work.
2. *Section 01 25 13: Substitutions*

C. Payment:

1. Unless otherwise noted in the *BID* Section, no separate payment shall be made for this item.
2. Include all costs for the *SHOP DRAWINGS, PRODUCT DATA AND SAMPLES* in the prices bid for the various related items of work as designated in the *BID*.
3. Shop drawings, product data and samples, engineering drawings and calculations are an integral part of the construction process and are required as part of the construction contract. *CONTRACTOR'S* failure to provide shop drawings, product data and samples, engineering drawings and calculations in a complete and timely manner may affect his payment

and/or completion schedule. No extension of time will be granted due to untimely or incomplete submittals.

1.02 DEFINITIONS

- A. Shop drawings are original drawings, diagrams, schedules and other data specifically prepared for the work by the *CONTRACTOR* or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work.
- B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information prepared by the manufacturer and furnished by the *CONTRACTOR* to illustrate materials or equipment for some portion of the work. All such data shall be the manufacturers current materials.
- C. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the work will be judged.
- D. Engineering drawings and calculations are documents prepared for the work by a properly licensed design professional to assure and demonstrate compliance with specified design and performance criteria.

1.03 SCHEDULING

- A. Schedule submission for shop drawings, product data and samples, engineering drawings and calculations at least twenty-one (21) days before dates reviewed submittals will be needed.
- B. Shop drawings, engineering drawings and calculations for equipment foundations will not be reviewed by the *ENGINEER* until shop drawings for equipment have been submitted and approved.

1.04 PRESENTATION

- A. Present drawings, calculations and product data in a clear and thorough manner.
- B. Drawings, calculations and product data shall be clear, concise, readable and legible.

- C. Second, third, fourth, etc., generation photocopies are frequently illegible and may not be accepted as a required submission.
- D. Drawings, calculations and product data sent via facsimile (fax) machine are frequently illegible and may not be accepted as a required submission.
- E. *ENGINEER* will notify *CONTRACTOR* in the event submittals are illegible. No time extensions shall be allowed as a result of resubmittals due to illegibility.

1.05 SUBMITTALS

A. Schedule of Submittals:

1. Prepare and submit for approval a schedule showing each and every submittal required by the Contract Documents and their initial submittal dates required for coordination of the work.
2. Organize the schedule by the applicable specification Section number.
3. Submit the schedule within fourteen (14 days) after Notice to Proceed.
4. The schedule shall reflect the overall job schedule sequence so as to cause no delay in the Work of other Contractors, if any.
4. Revise and resubmit the schedule for approval when requested.
5. Prepare and transmit each submittal sufficiently in advance of scheduled performance to allow for adequate review and processing time, including time for re-submittal if necessary.
6. If processing time for a particular submittal will be critical to progress of the work, so advise on the submittal.
7. No extension of time will be authorized because of the contractor's failure to transmit submittals sufficiently in advance of the work.

B. Shop drawings:

1. Original drawings, prepared by *CONTRACTOR*, subcontractor, supplier or distributor, that illustrate some portion of the work; showing fabrication, layout, setting or erection details.

2. Present drawings in a clear and thorough manner: Details shall be identified by reference to sheet and detail, schedule or room numbers shown on *Contract Drawings*.

3. Minimum sheet size: 11 inches by 17 inches.

C. Product data:

1. Preparation:

- a. Clearly mark each copy to identify pertinent products or models.
- b. Show performance characteristics and capacities.
- c. Show dimensions and clearances required.
- d. Show wiring or piping diagrams and controls.

2. Manufacturer's standard schematic drawings and diagrams:

- a. Modify drawings and diagrams to delete information not applicable to the work.
- b. Supplement standard information to provide information specifically applicable to the work.

3. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data:

- a. Clearly mark each copy to identify pertinent materials, products or models.
- b. Show dimensions and clearances required.
- c. Show compliance with referenced standards.

D. Engineering drawings:

- 1. Engineering drawings shall provide sufficient data regarding member sizes, arrangement, connection and joint details and material properties that fully substantiates the assembly or item involved can safely withstand the specified design loads and/or meet the performance criteria.

2. Engineering drawings shall be done in conformance with the appropriate material code as referenced in the currently adopted International Building Code – New Jersey Edition or, when applicable, the specified industry standard.
 3. All engineering drawings shall be done to scale, shall state the design loads and/or performance criteria and shall be signed and sealed by a Professional Engineer licensed in the State of New Jersey.
- E. Engineering calculations:
1. Engineering calculations shall, in an orderly and thorough manner, provide sufficient analytical data that fully substantiates that the assembly or items addressed can safely withstand the specified design loads and/or meet the performance criteria.
 2. Unless otherwise specified or indicated on the plans, all engineering design shall be done in accordance with the currently adopted Codes and Subcodes adopted and referenced in the Uniform Construction Code of the State of New Jersey; N.J.A.C. 5:23-1 et seq.
 3. All engineering calculations shall state the design loads and/or performance criteria and shall be signed and sealed by a Professional Engineer licensed in the State of New Jersey.

1.06 CONTRACTOR'S RESPONSIBILITIES

- A. Review shop drawings, product data, samples, engineering drawings and calculations prior to submission.
- B. Determine and verify:
 1. Field measurements.
 2. Field construction criteria.
 3. Catalog numbers and similar data.
 4. Conformance with specifications.
- C. Coordinate each submittal with requirements of the work and of the *Contract Documents*.

- D. **All copies of all** shop drawings, product data and samples, engineering drawings and calculations shall be accompanied by a transmittal containing Contractor Certification that he has determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and that he has checked and coordinated each item with other related submittals and all other contract requirements. **A copy of the required Submittal Form is included at the end of this specification section.**
- E. *CONTRACTOR'S* responsibility for errors and omissions in submittals is not relieved by *ENGINEER'S* review of submittals.
- F. *CONTRACTOR'S* responsibility for deviations in submittals from requirements of *Contract Documents* is not relieved by *ENGINEER'S* review of submittals, unless *ENGINEER* gives written acceptance of specific deviations.
- G. Notify *ENGINEER*, in writing at time of submission, of deviations in submittals from requirements of *Contract Documents*.
- H. Begin no fabrication or work that requires submittals until return of submittals with *ENGINEER'S* stamp and initials or signature indicating review and that no further submissions are required. Any manufacturing done, shipment made, workmanship performed, or work installed before the required shop drawings, product data, samples, engineering drawings, or engineering calculations are returned indicating that no further submissions are required will be at the sole expense and responsibility of the *CONTRACTOR* and subject to rejection.

1.07 ENGINEERS RESPONSIBILITIES

- A. Engineering duties:
1. Review submittals with reasonable promptness.
 2. Review for:
 - a. Design concept of project.
 - b. Information given in *Contract Documents*.
 3. Review of separate item does not constitute review of an assembly in which item functions.
 4. Affix stamp and initials or signature certifying to review of submittal.

5. Return submittals to *CONTRACTOR* for distribution or resubmission.
- B. The *ENGINEER* shall review all shop drawings, product data, samples, engineering drawings and calculations. The submittal shall be marked as follows:
 1. No exceptions taken; no further submission required.
 2. Note markings; no further submission required.
 3. Note markings; further submission required.
 4. Rejected.
- C. The *ENGINEER* will review the original submittal and one resubmittal at no additional cost to the *CONTRACTOR*.
- D. In the event there are more than two (2) submittals for the given product, the *ENGINEER* shall record the time required for the subsequent reviews. The *ENGINEER* shall deduct the cost of said review(s) from the current estimate, defining amounts due the *CONTRACTOR*. The costs shall be based upon the same rates paid to the *ENGINEER* by the *OWNER* for similar work.
- E. In the event that any submittal is rejected and a new submittal is prepared that must be resubmitted for review by the *CONTRACTOR*, the resubmittal shall be counted as the third submittal for the purposes of determining review costs(s).
- F. When professional certification of performance or design criteria of materials, systems or equipment is required by the Contract Documents, the *ENGINEER* shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

1.08 SUBMISSION REQUIREMENTS

- A. Make submittals so as to cause no delay in the work or in the work of any other *CONTRACTOR*.
- B. Number of submittals required:
 1. Shop drawings, engineering drawings and calculations: Submit six (6) opaque reproductions, two (2) copies of which will be retained by *ENGINEER*.

2. Product data: Submit six (6) copies, two (2) copies of which will be retained by *ENGINEER*.
 3. Samples: Submit number stated in each specification section.
- C. Accompany submittals with Submittal Transmittal Form contained herein, in duplicate containing:
1. Date of submission and dates of any previous submissions.
 2. Project title and contract number.
 3. *CONTRACTOR'S* name.
 4. The number of each shop drawing, product data and sample submitted.
 5. Notification of deviations from *Contract Documents*.
 6. Other pertinent data.
- D. Submittals shall include:
1. Date and revision date.
 2. Project title and number.
 3. The names of:
 - a. *ENGINEER*
 - b. *CONTRACTOR*
 - c. Subcontractor
 - d. Supplier
 - e. Manufacturer
 - f. Separate details when pertinent.
 4. Identification of product or materials.
 5. Field dimensions, clearly identified as such.

6. Specification Section number.
7. Relation to adjacent or critical features of the work or materials.
8. Applicable standards, such as ASTM or Federal Specification numbers.
9. Identification of deviations from *Contract Documents*.
10. Identification of revisions on resubmittals.
11. An 8-inch by 3-inch blank space for *CONTRACTOR* and *ENGINEER* stamps.
12. *CONTRACTOR'S* stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the work and of *Contract Documents*.
13. Engineering drawings and calculations must be signed and sealed by a Professional Engineer licensed in the State of New Jersey.

1.09 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by the *ENGINEER* and resubmit until no further submissions are required.
- B. Shop drawings, engineering drawings, calculations and product data:
 1. Revise initial drawings, calculations or data, and resubmit as specified for the initial submittal.
 2. Clearly indicate any and all changes made to the submittal.
- C. Samples: Submit new samples as required for initial submittals.

1.10 DISTRIBUTION

- A. Distribute reproductions of shop drawings, engineering drawings, calculations and copies of Product data that carry the *ENGINEER* stamp to:
 1. Subcontractors.

2. Supplier.
 3. Contractor's file.
- B. Distribute samples that carry the *ENGINEER* stamp as directed by *ENGINEER*.

****END OF SECTION****

SUBMITTAL TRANSMITTAL FORM

CONTRACTOR NAME

Contract #

Project Title

Date of this Submission

Date of Prior Submission

Submittal Number

Specification Section #: _____ Paragraph #: _____ Drawing #: _____ Detail/Section #: _____

TYPE OF SUBMITTAL:

___ Shop Drawings ___ Product Data ___ Sample ___ Test Report ___ Color Charts ___ O&M Manuals

___ Engineering Drawings ___ Engineering Calculations ___ Other

IS THIS A:

___ Complete Submission ___ Partial Submission ___ Resubmission ___ Substitution

(Substitutions must be identified and accompanied by a Request for Substitution in accordance with Section 01640)

LIST EACH ITEM SUBMITTED

List and describe any deviations from the Contract Documents (attach additional sheets as required)

CONTRACTOR CERTIFICATION

By this submittal, the Contractor named above hereby represents that he has determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and has checked and coordinated each item with other applicable shop drawings and all contract requirements, except for the specific deviations noted.

Signature of Contractor's Authorized Representative

Date

UNION COUNTY
Union Co. Project No. 2010-024

A-0530-0017-001/S2039
April 2013

Shop Drawings, Product Data and
Samples
01 33 23-11

SECTION 01 73 29
(01045)
CUTTING AND PATCHING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. *CONTRACTOR* shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the work or to:
1. Make its several parts fit together properly.
 2. Uncover portions of the work to provide for installation of ill-timed work.
 3. Remove and replace defective work.
 4. Remove and replace work not conforming to requirements of *Contract Documents*.
 5. Remove samples of installed work as specified for testing.
 6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
- B. Related work:
1. Other sections of the *Specifications*, not referenced below, shall also apply to the extent required for proper performance of this work.
 2. *Section 01 11 00: Statement of Work*
 3. *Section 01 25 13: Substitutions*
 4. *Section 02 41 19: Selective Demolition*

1.02 SUBMITTALS

- A. Comply with provisions of *Section 01 33 23, Shop Drawings, Product Data and Samples*.

B. Submit a written request to *ENGINEER* well in advance of executing any cutting or alteration which affects:

1. The work of the *OWNER* or any separate *CONTRACTOR*.
2. The structural value or integrity of any element of the project.
3. The integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
4. The efficiency, operational life, maintenance or safety of operational elements.
5. The visual qualities of sight-exposed elements.

C. The request shall include:

1. Identification of the project.
2. Description of the affected work.
3. The necessity for cutting, alteration or excavation.
4. The effect on the work of the *OWNER* or any separate *CONTRACTOR*, or on the structural or weatherproof integrity of the project.
5. Description of the proposed work:
 - a. The scope of cutting, patching, alteration, or excavation.
 - b. The trades who will execute the work.
 - c. Products proposed to be used.
 - d. The extent of refinishing to be done.
6. Alternatives to cutting and patching.
7. Cost BID, when applicable.
8. Written permission of any separate *CONTRACTOR* whose work will be affected.

- D. Should conditions of the work or the schedule indicate a change of products from the original installation, *CONTRACTOR* shall submit a request for substitution as specified in *Section 01 25 13*.
- E. Submit a written notice to *ENGINEER* designating the date and the time the work will be uncovered.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Products: Whenever materials or equipment are described using a certain brand, make, supplier, manufacturer or by specification, such naming shall be regarded as a standard and be intended to convey function, design features, general style, type, materials of construction, character and quality of material or equipment, serviceability and other described essential characteristics.
- B. Other materials may be considered by, the *ENGINEER* in accordance with the provisions of *Section 01 25 13, Substitutions*.

2.02 MATERIALS

- A. As selected by *CONTRACTOR* and approved by the *ENGINEER*.
- B. Materials selected shall, as a minimum, be equivalent to existing adjacent materials.

2.03 OTHER MATERIALS

- A. All other materials, not specifically described but required for a complete and proper installation of the work of this section, shall be new, first quality of their respective kinds, and as selected by the *CONTRACTOR* subject to the approval of the *ENGINEER*.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of the project, including elements subject to damage or to movement during cutting and patching.

- B. After uncovering work, inspect the conditions affecting the installation of products, or performance of the work.
- C. Report unsatisfactory or questionable conditions to the *ENGINEER* in writing; do not proceed with the work until the *ENGINEER* has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure the structural value or integrity of the affected portion of the work.
- B. Provide devices and methods to protect other portions of the project from damage.
- C. Provide protection from the elements for that portion of the project, which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods, which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods, which will prevent settlement or damage to other work.
- C. Employ the original installer or fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work, which has been cut or removed; install new products to provide completed work in accord with requirements of *Contract Documents*.
- F. Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- G. Refinish entire surfaces as necessary to provide an even finish to match adjacent finish:
 - 1. For continuous surfaces, refinish to nearest intersection.

2. For an assembly, refinish the entire unit.

PART 4 - PAYMENT

4.01 CUTTING AND PATCHING

- A. Unless otherwise noted in the *BID* Section, no separate payment shall be made for this item.
- B. Include all costs for the *CUTTING AND PATCHING* in the prices bid for the various related items of work as designated in the *BID*.

****END OF SECTION****

SECTION 01 74 14
(01711)
CLEANING

PART 1 - GENERAL

1.01 SUMMARY

A. Work included:

1. Throughout the construction period, maintain the buildings and site in a standard of cleanliness as described in this Section.
2. At completion of work, restore or replace, when and as directed by the *ENGINEER*, any public or private property disturbed or damaged by *CONTRACTOR'S* work operations to a condition at least equal to that existing prior to beginning work, or as otherwise specified. Materials, equipment and methods, shall be approved by the *ENGINEER*.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to General Conditions, and other Sections of these *Specifications*.
2. In addition to standards described in this Section, comply with requirements for cleaning and restorations as described in pertinent other Sections of these *Specifications*.

1.02 QUALITY ASSURANCE

- A. Conduct daily inspection, and more often if necessary, to verify that requirements for cleanliness are being met.
- B. In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

PART 2 - PRODUCTS

2.01 CLEANING MATERIALS AND EQUIPMENT

- A. Provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

2.02 COMPATIBILITY

- A. Use only the cleaning materials and equipment, which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

2.03 RESTORATIONS

- A. Materials for restorations shall conform to applicable sections of these *Specifications*.

PART 3 - EXECUTION

3.01 PROGRESS CLEANING

- A. General:
 - 1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials.
 - 2. Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of this work.
 - 3. At least twice each month, and more often if necessary, completely remove all scrap, debris, and waste material from the job site and legally dispose at location provided by *CONTRACTOR*.
 - 4. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.
 - 5. Hazards control:
 - a. Store volatile wastes in covered metal containers, and remove from premises daily.
 - b. Prevent accumulation of wastes, which create a hazardous condition.
 - c. Provide adequate ventilation during use of volatile or noxious substances.

6. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws:
 - a. Do not burn or bury rubbish and waste materials on project site.
 - b. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.
 - c. Do not dispose of wastes into streams or waterways.

B. Site:

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.
2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site. Restack, tidy, or otherwise service arrangements to meet the requirements specified herein.
3. Maintain the site in a neat and orderly condition at all times.
4. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
5. The *CONTRACTOR* shall employ construction methods and means that will keep flying dust to the minimum. He shall provide for the laying of water on the project, and on the roads, streets and other areas immediately adjacent to the Project limits, wherever traffic, or buildings that are occupied or in use, are affected by such dust caused by his hauling or other operations. The *CONTRACTOR* shall control dust using water or other materials approved by the *ENGINEER*. The cost of carrying out the foregoing provisions shall be included in the prices bid for the various items in the Contract.
6. The *CONTRACTOR* shall provide for prompt removal from existing roadways of all dirt and other materials that have been spilled, washed, tracked or otherwise deposited thereon by his hauling and other operations whenever the accumulation is sufficient to cause the formation of mud, interfere with drainage, damage pavements or create a traffic hazard.

C. Structures:

1. Weekly, and more often if necessary, inspect the structures and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.

2. Weekly, and more often if necessary, sweep interior spaces clean.
 - a. “Clean,” for the purpose of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and a hand-held broom.
3. As required preparatory to installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding materials, using equipment and materials required to achieve the necessary cleanliness.

3.02 RESTORATIONS

- A. General: All existing structures, unpaved areas and paved areas disturbed or damaged during the work under this Contract shall be restored or replaced to a condition at least equal to that existing prior to beginning work, or as otherwise specified. The methods of conducting this work shall, as a minimum, conform to the applicable Sections of these *Specifications*.

3.03 FINAL CLEANING

- A. “Clean,” for the purpose of this Article and except as may be specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials.
- B. Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described herein.
- C. Site:
 1. Unless otherwise specifically directed by the *ENGINEER*, broom clean paved areas on the site and public paved areas adjacent to the site.
 2. Completely remove resultant debris.
- D. Structures:
 1. Exterior:
 - a. Visually inspect exterior surfaces and remove all traces of soil, waste materials, smudges and other foreign matter.

- b. Remove all traces of splashed materials from adjacent surfaces.
 - c. If necessary to achieve a uniform degree of cleanliness, hose down the exterior of the structure.
 - d. In the event of stubborn stains not removable with water, the *ENGINEER* may require light sandblasting or other cleaning at no additional cost to the *OWNER*.
- 2. Interior:
 - a. Visually inspect interior surfaces and remove all traces of soil, waste materials, smudges, and other foreign matter.
 - b. Remove all traces of splashed material from adjacent surfaces.
- E. Schedule final cleaning as approved by the *ENGINEER* to enable the *OWNER* to accept a completely clean work.

PART 4 - PAYMENT

4.01 CLEANING

- A. Unless otherwise noted in the *BID* Section, no separate payment shall be made for this item.
- B. Include all costs for *CLEANING* in the prices bid for the various related items of work as designated in the *BID*.

****END OF SECTION****

SECTION 01 77 19
(01760)
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Comply with requirements stated in the *General Conditions* of the Contract and in the specifications for administrative procedures in closing out the work.
- B. Related requirements in other parts of the Project Manual:
 - 1. Fiscal provisions, legal submittals and additional administrative requirements: Conditions of the Contract.
- C. Related requirements specified in other sections:
 - 1. Other sections of the specifications, not referenced below, shall also apply to the extent required for proper performance of this work.
 - 2. *Section 01 11 00: Statement of Work*
 - 3. *Section 01 21 00: Cash Allowances*
 - 4. *Section 01 74 14: Cleaning*
 - 5. *Section 01 78 23: Operating and Maintenance Data*
 - 6. *Section 01 78 36: Guarantees*
 - 8. *Section 01 78 45: Spare Parts and Maintenance Materials*
 - 9. Closeout submittals required of trades: The respective sections of specifications.

1.02 COMPLETION

- A. When Contractor considers the work is complete and ready for acceptance by the *OWNER*, he shall submit to the *ENGINEER*:

1. A written notice that the work, or designated portion thereof, is complete and ready for acceptance.
 2. Certification that equipment systems have been tested, in the presence of the *OWNER'S* representative and are operational.
 3. Operating and Maintenance Data, Instructions to *OWNER'S* Personnel: to requirements of *Section 01 78 23*.
 4. Guarantees: to requirement of *Section 01 78 36*.
 5. Project Record Documents: to requirements of *Section 01 78 39*.
 6. Contractors certificate.
 7. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, *ENGINEER* will make or cause an inspection to be made to determine the status of completion.
- C. Should *ENGINEER* determine that the work is not complete:
1. *ENGINEER* will promptly notify the Contractor in writing, giving the reasons therefore.
 2. Contractor shall remedy the deficiencies in the work, and send a second written notice of completion to the *ENGINEER*.
 3. *ENGINEER* will reinspect the work.
- D. When *ENGINEER* concurs that the work is complete, he will:
1. Prepare a Certificate of Completion, accompanied by Contractor=s list of items to be completed or corrected, as verified and amended by the *ENGINEER*.
 2. Submit the Certificate to *OWNER* and Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.

1.03 FINAL INSPECTION

- A. When Contractor considers the work is complete, he shall submit written certification that:

1. Contract documents have been reviewed.
 2. Work has been inspected for compliance with *Contract Documents*.
 3. Work has been completed in accordance with *Contract Documents*.
 4. Work is completed and ready for final inspection.
- B. *ENGINEER* will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should *ENGINEER* consider that the work is incomplete or defective:
1. *ENGINEER* will promptly notify the Contractor in writing, listing the incomplete or defective work.
 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to Construction Manager that the work is complete.
 3. *ENGINEER* will reinspect the work.
- D. When the *ENGINEER* finds that the work is acceptable under the *Contract Documents*, he shall request the Contractor to make closeout submittals.

1.04 REINSPECTION FEES

- A. Should *ENGINEER* perform reinspections due to failure of the work to comply with the claims of status of completion made by the Contractor:
1. *OWNER* will compensate *ENGINEER* for such additional services.
 2. *OWNER* will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS TO *ENGINEER*

- A. Evidence of compliance with requirements of governing authorities:
1. Certificate of Occupancy.
 2. Certificates of Inspection.

- B. Evidence of payment and release of liens: to requirements of General and Supplementary Conditions.
- C. Certificate of Insurance for products and completed operations.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to *ENGINEER*.
- B. Statement shall reflect all adjustments to the Contract Sum:
 - 1. The original Contract Sum.
 - 2. Additions and deductions resulting from:
 - a. Previous change orders.
 - b. Allowances.
 - c. Unit prices.
 - d. Deductions for uncorrected work.
 - e. Penalties and bonuses.
 - f. Deductions for liquidated damages.
 - g. Deductions for reinspection payments.
 - h. Other adjustments.
 - 3. Total Contract Sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.
- C. *ENGINEER* will prepare a final change order, reflecting approved adjustments to the Contract Sum that were not previously made by change orders.

1.07 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final application for payment in accordance with procedures and requirements stated in the *General Conditions* of the contract after he has submitted the required Closeout Submittals.

****END OF SECTION****

SECTION 01 78 23
(01730)
OPERATING AND MAINTENANCE DATA

1.01 GENERAL

- A. Compile product data and related information appropriate for *OWNER'S* maintenance and operation of products furnished under the contract.
- B. Prepare operating and maintenance data as specified in this section and as referenced in other pertinent sections of *Specifications*.
- C. Instruct *OWNER'S* personnel in the maintenance of products and in the operation of equipment and systems.

1.02 FORM OF SUBMITTALS

- A. Prepare data in the form of an instructional manual for use by *OWNER'S* personnel.
- B. Format:
 - 1. Size: 8½ inches by 11 inches.
 - 2. Paper: Twenty (20) pound minimum, white, for typed pages.
 - 3. Text: Manufacturer's printed data, or neatly typewritten.
 - 4. Drawings:
 - a. Provide reinforced punch binder tab, bind in with text.
 - b. Fold larger drawings to the size of the text pages.
 - 5. Provide fly-leaf for each separate product, or each piece of operating equipment:
 - a. Provide typed description of product, and major component parts of equipment.
 - b. Provide indexed tabs.

6. Cover: Identify each volume with typed or printed title: "OPERATING AND MAINTENANCE INSTRUCTIONS." List:
 - a. Title of project.
 - b. Identity of separate structure as applicable.
 - c. Identity of general subject matter covered in the manual.

C. Binders:

1. Commercial quality 3-ring binders with durable and cleanable plastic covers.
2. Maximum ring size: 1 inch.
3. When multiple binders are used, correlate the data into related consistent groupings.

1.03 CONTENT OF MANUAL

- A. Neatly typewritten table of contents for each volume, arranged in a systematic order.
1. *CONTRACTOR*, name of responsible principal, address and telephone number.
 2. A list of each product required to be included, indexed to the content of the volume.
 3. List, with each product, the name, address and telephone number of:
 - a. Subcontractor or installer.
 - b. Maintenance contractor, as appropriate.
 - c. Identify the area of responsibility of each.
 - d. Local source of supply for parts and replacement.
 4. Identify each product-by-product name and other identifying symbols as set forth in *Contract Documents*.

- B. Product data:
1. Include only those sheets, which are pertinent to the specific product.
 2. Annotate each sheet to:
 - a. Clearly identify the specific product or part installed.
 - b. Clearly identify the data applicable to the installation.
 - c. Delete references to inapplicable information.
- C. Drawings:
1. Supplement product data with drawings as necessary to clearly illustrate:
 - a. Relations of component parts of equipment and systems.
 - b. Control and flow diagrams.
 2. Coordinate drawings with information in project record documents to assure correct illustration of completed installation.
 3. Do not use project record documents as maintenance drawings.
- D. Written text, as required to supplement product data for the particular installation:
1. Organize in a consistent format under separate heading for different procedures.
 2. Provide a logical sequence of instructions for each procedure.
- E. Copy of each warranty, bond and service contract issued.
- Provide information sheet for *OWNER'S* personnel, give:
1. Proper procedures in the event of failure.
 2. Instances, which might affect the validity of warranties or bonds.

1.04 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit three (3) copies of complete manual in final form.

- B. Content, for each unit of equipment and system, as appropriate:
1. Description of unit and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of all replaceable parts.
 2. Operating procedures:
 - a. Start-up, break-in, routine, and normal operating instructions.
 - b. Regulation, control, stopping, shutdown and emergency instructions.
 - c. Summer and winter operating instructions.
 - d. Special operating instructions.
 3. Maintenance procedures:
 - a. Routine operations.
 - b. Guide to "trouble-shooting."
 - c. Disassembly, repair and reassembly.
 - d. Alignment, adjusting and checking.
 4. Servicing and lubrication schedule: List of lubricants required.
 5. Manufacturer's printed operating and maintenance instructions.
 6. Description of sequence of operation by control manufacturer.
 7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
 - a. Predicted life of parts subject to wear.
 - b. Items recommended to be stocked as spare parts.

8. As-installed control diagrams by controls manufacturer.
 9. Each Contractor's coordination drawings.
 10. Charts of valve tag numbers, with the location and function of each valve.
 11. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
 12. Other data as required under pertinent sections of *Specifications*.
- C. Content, for each electric and electronic system, as appropriate:
1. Description of system and components parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
 2. As-installed color coded wiring diagrams.
 3. Operating procedures:
 - a. Routine and normal operating instructions.
 - b. Sequences required.
 - c. Special operating instructions.
 4. Maintenance procedures:
 - a. Routine operations.
 - b. Guide to "trouble-shooting."
 - c. Disassembly, repair and reassembly.
 - d. Adjustment and checking.
 5. Manufacturer's printed operating and maintenance instructions.

6. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
 7. Other data as required under pertinent sections of *Specifications*.
- D. Prepare and include additional data when the need for such data becomes apparent during instruction of *OWNER'S* personnel.
 - E. Additional requirements for operating and maintenance data: The respective sections of *Specifications*.
 - F. Provide complete information for products specified in:
 1. *Section 28 31 63: Addressable Fire Alarm and Notification System*

1.05 SUBMITTAL SCHEDULE

- A. Submit two (2) copies of preliminary draft of proposed formats and outlines of contents prior to start of work.

ARCHITECT/ENGINEER will review draft and return one (1) copy with comments.
- B. Submit one (1) copy of completed data in final form thirty (30) days prior to completion and acceptance as defined in the General Conditions.

Copy will be returned with comments.
- C. Submit six (6) copies of approved data in final form ten (10) days before completion and acceptance as defined in the *General Conditions*.

1.06 INSTRUCTION OF OWNER'S PERSONNEL

- A. Prior to final completion and acceptance as previously defined, fully instruct *OWNER'S* designated operating and maintenance personnel in the operation, adjustment and maintenance of all products, equipment and systems.
- B. Operating and maintenance manual shall constitute the basis of instruction.

Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.

****END OF SECTION****

SECTION 01 78 36
(01740)
GUARANTEES

1.01 GENERAL

- A. Compile specified warranties.
- B. Co-execute submittals.
- C. Review submittals to verify compliance with *Contract Documents*.
- D. Submit to *ENGINEER* for review and transmittal to *OWNER*.
- E. Related requirements in other parts of the *Contract Documents*:
 - 1. Bid or bonds: See the *Instructions to Bidders*.
 - 2. Performance bond and maintenance bond: See the *General Conditions*.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble product warranties executed by each of the respective manufacturers, suppliers and subcontractors.
- B. Number of original signed copies required: Two (2) each.
- C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning of warranty or bond.
 - 5. Duration of warranty or bond.
 - 6. Provide information for *OWNER'S* personnel:
 - a. Proper procedure in case of failure.

- b. Instances which might affect the validity of warranty or bond.
- 7. *CONTRACTOR*, name of responsible principal, address and telephone number.

1.03 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size: 8½" by 11", punch sheets for 3-ring binder.
Fold larger sheets to fit into binders.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:
 - a. Title of project.
 - b. Name of contractor.
- C. Binders: Commercial quality, 3-ring, D-type, with durable and cleanable plastic covers.

1.04 SUBMITTAL REQUIREMENTS

- A. Submit documents within ten (10) days after inspection and written acceptance by the *ENGINEER*
- B. Submit warranties by the manufacturers of all equipment furnished; or furnished and installed by the *CONTRACTOR*.
 - 1. Manufacturer shall issue warranties in the name of the *CONTRACTOR* and *OWNER*.
 - 2. Warranties shall be valid for the period specified from the date of acceptance by the *OWNER* of the structures and equipment, unless a longer period is specified.
 - 3. Warranties shall cover all costs for repairing or replacing defective materials and equipment.

- C. Submit warranties, service and maintenance contracts as specified in the respective sections of *Specifications*.
- D. In the event the equipment manufacturer's warranty does not comply with the conditions outlined above or are otherwise unavailable as required above, the *CONTRACTOR* may:
 - 1. Provide a dedicated security deposit in lieu of the specified warranties.
 - 2. Provide either a separate Maintenance Bond or certification of extended warranty coverage under the *CONTRACTOR'S* overall bonding to guarantee *OWNER* for warranty and deficiencies.

1.05 WARRANTY REPAIRS

- A. *CONTRACTOR* shall repair and/or replace as required all equipment which may be defective due to manufacturing errors or faulty installation, at his expense, during the maintenance period.
- B. The *CONTRACTOR* shall be responsible for all costs of the repair work including removal, shipping, reinstallation and start-up during the two (2) year maintenance period. The *OWNER* shall not incur any additional costs as a result of warranted equipment failure.

****END OF SECTION****

SECTION 01 78 39
(01720)
PROJECT RECORD DOCUMENTS

1.01 GENERAL

- A. Maintain for the *OWNER* one (1) record copy of:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the contract.
 - 5. Change Orders or written instructions.
 - 6. Approved shop drawings, product data and samples.
 - 7. Field test records.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- B. Make documents and samples available at all times for inspection by the *ENGINEER*.

1.03 MARKING DEVICES

- A. Provide felt-tip marking pens for recording information in the color code accepted by the *ENGINEER*.

1.04 RECORDING

- A. Label each document, "PROJECT RECORD" in neat large printed letters.

- B. Red Line *CONTRACTOR* prints of working drawings to show the final horizontal and vertical locations of any revisions to the work. Record information concurrently with construction progress on a daily basis.
- C. Do not conceal any work until required information is recorded.
- D. Drawings: Legibly red line to record actual construction:
 - 1. Field changes of dimension and detail.
 - 2. Changes made by Field Order or by Change Order.
 - 3. Details not on original Contract Drawings.
 - 4. Equipment and piping relocations.
- E. Specifications and Addenda; legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.

1.05 SUBMITTAL

- A. At contract closeout, deliver record information to the *OWNER*:
 - 1. Record all information in electronic format and provide a disk or CD in AutoCAD or PDF format of the project record data.
 - 2. Submit the CD along with two (2) sets of blue/black line prints dated and with the words "Record Plan" above the title block and containing Contractor Certification as to the accuracy of the information shown. The plans must also be signed and sealed by a New Jersey licensed land surveyor.
 - 3. Submit original marked drawings, CDs and all other record documents to the *ENGINEER*.
- B. Accompany submittal with transmittal letter in duplicate containing:
 - 1. Date
 - 2. Project title and number.

3. Contractor's name and address.
4. Title and number of each record document.
5. Signature of Contractor or his authorized representative.

****END OF SECTION****

SECTION 01 78 45
(01750)
SPARE PARTS AND MAINTENANCE MATERIALS

PART 1 - GENERAL

1.01 SUMMARY

- A. Work included:
 - 1. Receipt, storage and maintenance of spare parts and maintenance materials.
- B. Related work:
 - 1. Other sections of the *Specifications* requiring spare parts and/or maintenance materials.
 - 2. *Section 28 31 11: Addressable Fire Alarm and Notification System*

1.02 SUBMITTALS

- A. Comply with provisions of *Section 01 33 23, Shop Drawings, Product Data and Samples*.
- B. Compile and submit inventory of spare parts and maintenance materials with first application for payment.
- C. Submit updated inventory monthly with each application for payment.
- D. Prior to completion and acceptance of the work as defined in the General Conditions, provide a complete inventory of all spare parts with the Operation and Maintenance manuals.

1.03 DELIVERY, STORAGE AND HANDLING

- A. Delivery:
 - 1. Deliver materials in manufacturers original packaging with all tags and labels intact.
 - 2. Receive and inventory spare parts prior to placement in storage.

B. Storage:

1. Provide secure storage space in *CONTRACTOR'S* field office or provide separate secure storage trailer for storage of spare parts and maintenance materials.
2. Provide heated space for temperature sensitive materials.
3. Store spare parts and maintenance materials in groups related to the specific pieces of equipment for which they are intended.
4. Maintain current inventory of spare parts and maintenance materials and update monthly.

C. Handling:

1. Handle spare parts and maintenance materials carefully to avoid damage to materials or packaging.
2. Spare parts and maintenance materials shall be tagged to identify the equipment for which they are intended.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Prior to delivery to *OWNER*, carefully inspect spare parts and maintenance materials and verify that all required parts and materials have arrived.
- B. Verify that all tags and labels are intact and legible.
- C. Correct all deficiencies.

3.02 DELIVERY TO OWNER

- A. At a time designated by *OWNER*, but not prior to completion, turn over all spare parts and maintenance materials to *OWNER*.

- B. If spare parts and maintenance materials are stored in a separate secure space, turn over keys to *OWNER*. *OWNER* shall have 10 working days to remove spare parts and maintenance materials to *OWNER'S* storage area.

PART 4 - PAYMENT

4.01 SPARE PARTS AND MAINTENANCE MATERIALS:

- A. Unless otherwise noted in the *BID* Section, no separate payment shall be made for this item.
- B. Include all costs for *SPARE PARTS AND MAINTENANCE MATERIALS* in the prices bid for the various related items of work as designated in the *BID*.

****END OF SECTION****

SECTION 02 41 19
(02070)
SELECTIVE DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

A. Work included:

1. Demolishing designated building equipment and fixtures.
2. Cutting and alterations for completion of the Work.
3. Protecting items designated to remain.
4. Removing demolished materials.

B. Related work:

1. Other sections of the *Specifications*, not referenced below, shall also apply to the extent required for proper performance of this work.
2. *Section 01 73 29: Cutting and Patching*

1.02 SUBMITTALS

- A. Comply with provisions of *Section 01 33 23, Shop Drawings, Product Data and Samples*.

1.03 SCHEDULING

- A. Cooperate with *OWNER* in scheduling noisy operations and waste removal that may impact Owners operations in adjoining spaces.
- B. Coordinate utility and building service interruptions with *OWNER*.
1. Do not disable or disrupt building fire or life safety systems without three (3) days prior written notice to *OWNER*.
 2. Schedule tie-ins to existing systems to minimize disruption.

1.04 QUALITY ASSURANCE

- A. Qualifications of workmen:
 - 1. Provide at least one person who shall be present at all times during execution of the work of this section, who shall be thoroughly familiar with the specified requirements and the materials and methods needed for their execution, and who shall direct all work performed under this section.
 - 2. Provide adequate numbers of workmen skilled in the necessary crafts and properly informed of the method and materials to be used.
- B. Comply with the requirements of the Uniform Construction Code of the State of New Jersey.

1.05 PROJECT CONDITIONS

- A. Conduct demolition to minimize interference with adjacent and occupied building areas.

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

3.01 EXISTING CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.02 PREPARATION

- A. Notify affected utility companies before starting work and comply with their requirements.
- B. Mark location and termination of utilities.

- C. Erect, and maintain temporary barriers and security devices; including warning signs and lights, and similar measures, for protection of the public and *OWNER*, and existing improvements indicated to remain.
- D. Erect and maintain temporary partitions to prevent spread of dust, odors, and noise to permit continued *OWNER* occupancy.
- E. Provide appropriate temporary signage including signage for exit or building egress.
- F. Do not close or obstruct building egress path.
- G. Do not disable or disrupt building fire or life safety systems without three (3) days prior written notice to *OWNER*.

3.03 SALVAGE REQUIREMENTS

- A. Demolished material shall be considered to be property of the *CONTRACTOR* and shall be completely removed from the job site.

3.04 DEMOLITION - GENERAL

- A. By careful study of the *Contract Documents*, determine the location and extent of selective demolition to be performed.
- B. In company with the *ENGINEER*, visit the site and verify the extent and location of selective demolition required.
 - 1. Carefully identify limits of selective demolition.
 - 2. Mark interface surfaces as required to, enable workmen also to identify items to be removed and items to be left in place intact.
- C. Prepare and follow an organized plan for demolition and removal of items.
- D. Conduct demolition to minimize interference with adjacent and occupied building areas. Use means necessary to prevent dust becoming a nuisance to the public, to neighbors, and to other work being performed on or near the site.
- E. Maintain protected egress from and access to adjacent existing buildings at all times.
- F. Do not close or obstruct vehicles and pedestrian passageways without permits.

- G. Cease operations immediately when structure appears to be in danger and notify *ARCHITECT/ENGINEER*.
- H. Disconnect and remove designated utilities within demolition areas.
- I. Cap and identify abandoned utilities at termination points when utility is not completely removed. Annotate Record Drawings indicating location and type of service for capped utilities remaining after demolition.
- J. Demolish in orderly and careful manner. Protect existing improvements.
- K. Carefully remove building components indicated to be reused.
 - 1. Disassemble components as required to permit removal.
 - 2. Package small and loose parts to avoid loss.
 - 3. Mark components and packaged parts to permit reinstallation.
 - 4. Store components, protected from construction operations, until reinstalled.
- L. Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials on site.
- M. Remove materials as Work progresses. Upon completion of Work, leave areas in clean condition.
- N. Remove temporary Work.

3.05 DEMOLITION - ELECTRICAL WORK

- A. Remove, relocate, and extend existing installations to accommodate new construction.
- B. Remove abandoned wiring to source of supply.
- C. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
- D. Disconnect and remove abandoned fire alarm system equipment.

- E. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.
- F. Maintain access to existing electrical installations that remain active. Modify installation or provide access to panel as appropriate.
- G. Patch all abandoned wall openings using materials and finishes to match existing construction.

3.06 REPLACEMENTS

- A. In the event of demolition of items not so indicated to be demolished, promptly replace such items to the approval of the *ENGINEER* and at no additional cost to the *OWNER*.

PART 4 - PAYMENT

4.01 SELECTIVE DEMOLITION

- A. Unless otherwise noted in the *BID* Section, no separate payment shall be made for this item.
- B. Include all costs for *SELECTIVE DEMOLITION* in the prices bid for the various related items of work as designated in the *BID*.

****END OF SECTION****

SECTION 26 05 00
(16010)
BASIC ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Basic Electrical Requirements specifically applicable to Division 26 sections, in addition to Division 1 - General Requirements and Division 28 – Electronic Safety and Security Systems.

1.02 REFERENCES

- A. ANSI/NFPA - National Electrical Code.

1.03 SUBMITTALS

- A. Submit under provisions of *Section 01 33 23, Shop Drawings, Product Data and Samples*.
- B. Submit shop drawings and product data grouped to include complete submittals of related systems, products, and accessories in a single submittal.
- C. Mark dimensions and values in units to match those specified.

1.04 REGULATORY REQUIREMENTS

- A. Conform to the Uniform Construction Code for the State of New Jersey and NJAC 5:23-3.16 et. seq. as applicable.
- B. Electrical: Conform to NFPA 70.
- C. Obtain permits, and request inspections from Authority having jurisdiction.
- D. All work shall be performed by a State of New Jersey licensed electrician.

1.05 PROJECT/SITE CONDITIONS

- A. Install work in locations shown on Drawings, unless prevented by project conditions.

- B. Prepare Drawings showing proposed rearrangement of work to meet project conditions, including changes to work specified in other sections. Obtain permission of *ENGINEER* before proceeding.

1.06 SEQUENCING AND SCHEDULING

- A. Construct work in sequence as required.
- B. Description of work:
 - 1. Light and power branch circuit distribution system.
 - 2. Electrical work in connection with equipment specified or furnished under other sections of the Specifications including:
 - a. Addressable Fire Alarm and Notification System.
 - 3. Erect equipment racks where required. Provide interlocking wiring for equipment and associated control devices where called for on the Drawings.
 - 4. Grounding as required by Code.
 - 5. Furnishing and setting of all sleeves through floors, and walls, including waterproof and fireproof sealing and cap flashing.
 - 6. Excavation and backfill for electrical work (inside and outside). All concrete work required for pads (including housekeeping pads), underground ducts and conduit bases.
 - 7. Cutting and patching associated with Electrical work.
 - 8. Demolition work as described in these specifications and as shown on the Drawings.
 - 9. Provide instructions and training for *OWNER'S* personnel.
 - 10. Restore integrity of fire barriers by sealing all electrical openings through fire-rated walls and floors.
 - 11. Prime and finish painting, where required, for new and relocated electrical equipment and installation of components.
 - 12. Perform all tests, setup, adjustments, and furnish all certificates of approval.

13. Provide all work of every description detailed in these specifications or shown on the Drawings, including connections for all equipment, and all other labor and material as may be needed to make the work of this section complete and acceptable to the *OWNER*.
 14. Coordinate scheduled outages with the *OWNER*.
 15. Pay all relevant fees.
- C. Related work specified elsewhere:
1. Furnishing and installing the Addressable Fire Alarm and Notification System.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

****END OF SECTION****

SECTION 26 05 03
(16180)
EQUIPMENT WIRING SYSTEMS

PART I - GENERAL

1.01 DESCRIPTION

A. Work included:

1. Electrical connections to equipment specified under other Sections or furnished by *OWNER*.

B. Related work:

1. Other sections of the *Specifications*, not referenced below, shall also apply to the extent required for proper performance of this work.
2. *Section 26 05 19: Wire and Cable*
3. *Section 26 05 26: Grounding and Bonding for Electrical Systems*
4. *Section 26 05 33: Raceway and Boxes for Electrical Systems*
5. *Section 28 31 11: Addressable Fire Alarm and Notification System*

C. References:

1. NEMA WD 1 - General Purpose Wiring Devices
2. NEMA WD 6 - Wiring Devices-Dimensional Requirements.

1.02 SUBMITTALS

A. Comply with provisions of *Section 01 33 23, Shop Drawings, Product Data and Samples*.

B. Manufacturer's product data:

1. Complete list of all materials proposed to be furnished and installed under this section.

2. Specifications and other data required that demonstrate compliance with the specified requirements.
- C. Manufacturer's recommended installation procedures.

1.03 QUALITY ASSURANCE

- A. Qualifications of manufacturer:
 1. Products used in the work of this section shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the *ENGINEER*.
- B. Qualifications of workmen:
 1. Provide at least one person who shall be present at all times during execution of the work of this section, who shall be thoroughly familiar with the specified requirements and the materials and methods needed for their execution, and who shall direct all work performed under this section.
 2. Provide adequate numbers of workmen skilled in the necessary crafts and properly informed of the method and materials to be used.
 3. In acceptance or rejection of the work of this section the *ENGINEER* will make no allowance for lack of skill on the part of workmen.
- C. Basis of acceptance:
 1. The manufacturer's installation instructions will provide the basis for acceptance or rejection of the work performed under this section.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Comply with provisions of *Section 01 66 00, Storage and Protection*.
- B. Protection: Use all means necessary to protect the materials of this section before, during, and after installation and to protect the installed work and materials of all other trades.
- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the *ENGINEER* and at no additional cost to the *OWNER*.

- D. Delivery and storage: Deliver all materials to the job site in their original unopened containers with all labels intact and legible at time of use. Store in strict accordance with the manufacturer's recommendations as approved by the *ENGINEER*.

1.05 COORDINATION

- A. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.
- B. Determine connection locations and requirements.
- C. Sequence rough-in of electrical connections to coordinate with installation of equipment.
- D. Sequence electrical connections to coordinate with start-up of equipment.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Products: Whenever materials or equipment are described using a certain brand, make, supplier, manufacturer or by specification, such naming shall be regarded as a standard and be intended to convey function, design features, general style, type, materials of construction, character and quality of material or equipment, serviceability and other essential characteristics inherent in the named product.
- B. Other materials may be considered by the *ENGINEER* in accordance with the provisions of *Section 01 25 13, Substitutions*.
- C. Acceptable Manufacturers - Cords and Caps:
 - 1. Bryant
 - 2. Hubbell
 - 3. ITT Royal
 - 4. Or equivalent.

2.02 CORDS AND CAPS

- A. Straight-blade attachment plug: NEMA WD 1.
- B. Locking-blade attachment plug: NEMA WD 5.

- C. Attachment plug configuration: Match receptacle configuration to outlet provided for equipment.
- D. Cord construction: Oil-resistant thermoset insulated Type SO multiconductor flexible cord with identified equipment grounding conductor, suitable for extra hard usage in damp locations.
- E. Cord size: Suitable for connected load of equipment and rating of branch circuit overcurrent protection.

2.03 OTHER MATERIALS

- A. All other materials, not specifically described but required for a complete and proper installation of the work of this section, shall be new, first quality of their respective kinds, and as selected by the *CONTRACTOR* subject to the approval of the *ENGINEER*.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Prior to installation of the work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
- B. Verify that work may be completed in strict accordance with the original design and with the manufacturer's recommendations as approved by the *ENGINEER*.
- C. Do not proceed until unsatisfactory conditions are corrected.

3.02 PREPARATION

- A. Review equipment submittals prior to installation and electrical rough-in. Verify location, size, and type of connections. Coordinate details of equipment connections with supplier and installer.

3.03 INSTALLATION

- A. Use wire and cable with insulation suitable for temperatures encountered in heat-producing equipment.

- B. Make conduit connections to equipment using liquidtight flexible conduit.
- C. Install pre-finished cord set where connection with attachment plug is indicated or specified, or use attachment plug with suitable strain-relief clamps.
- D. Provide suitable strain-relief clamps for cord connections to outlet boxes and equipment connection boxes.
- E. Make wiring connections in control panel or in wiring compartment or pre-wired equipment in accordance with manufacturer's instructions. Provide interconnecting wiring where indicated.
- F. Install disconnect switches, controllers, control stations, and control devices such as limit switches and temperature switches as indicated or as required by vendors of equipment furnished in other Specification sections. Connect with conduit and wiring as indicated or required.

3.04 ADJUSTING

- A. Cooperate with utilization equipment installers and field service personnel during checkout and starting of equipment to allow testing and balancing and other startup operations. Provide personnel to operate electrical system and checkout wiring connection components and configurations.

3.05 CLEANING

- A. Comply with requirements of *Section 01 74 14, Cleaning*.
- B. Remove and dispose of all debris.

PART 4 - PAYMENT

4.01 EQUIPMENT WIRING SYSTEMS

- A. Quantity and Payment: No separate payment shall be made for this item. Include all costs for *EQUIPMENT WIRING SYSTEMS* in the prices bid for the various related items of work as designated in the *BID*.

****END OF SECTION****

SECTION 26 05 19
(16120)
WIRE AND CABLE

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work included:

1. Building wire.
2. Cable.
3. Wiring connections and terminations.

B. Related work:

1. Other sections of the *Specifications*, not referenced below, shall also apply to the extent required for proper performance of this work.
2. *Section 26 05 26: Grounding and Bonding for Electrical Systems*
3. *Section 26 05 33: Raceways and Boxes for Electrical Systems*
4. *Section 26 05 53: Electrical Identification*
5. *Section 28 31 11: Addressable Fire Alarm and Notification System*

C. References:

1. NEMA WC 70/ICEA S-95-658-1999 – Standard for Nonshielded Power Cable Rated 2000 Volts or Less for Distribution of Electrical Energy.

1.02 SUBMITTALS

A. Comply with provisions of *Section 01 33 23, Shop Drawings, Product Data and Samples*.

B. Manufacturer's product data:

1. Complete list of all materials proposed to be furnished and installed under this section.

2. Specifications and other data required to demonstrate compliance with the specified requirements.
- C. Shop drawings showing precise dimensions of the work of this section, and all other data needed to ensure proper and adequate provisions in construction to accommodate the work of this section.
- D. Manufacturer's recommended installation procedures.

1.03 QUALITY ASSURANCE

- A. Qualifications of manufacturer:
 1. Products used in the work of this section shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the *ENGINEER*.
- B. Qualifications of workmen:
 1. Provide at least one person who shall be present at all times during execution of the work of this section, who shall be thoroughly familiar with the specified requirements and the materials and methods needed for their execution, and who shall direct all work performed under this section.
 2. Provide adequate numbers of workmen skilled in the necessary crafts and properly informed of the method and materials to be used.
 3. In acceptance or rejection of the work of this section, the *ENGINEER* will make no allowance for lack of skill on the part of workmen.
- C. Basis of acceptance:
 1. The manufacturer's installation instructions will provide the basis for acceptance or rejection of the work performed under this section.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Comply with provisions of *Section 01 66 00, Storage and Protection*.
- B. Protection: Use all means necessary to protect the materials of this section before, during, and after installation and to protect the installed work and materials of all other trades.

- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the *ENGINEER* and at no additional cost to the *OWNER*.
- D. Delivery and storage: Deliver all materials to the job site in their original unopened containers with all labels intact and legible at time of use. Store in strict accordance with the manufacturer's recommendations as approved by the *ENGINEER*.

1.05 WARRANTY AND WARRANTY REPAIRS

- A Warranties shall be provided as specified in *Section 01 78 36, Guarantees*. A copy of the manufacturer's warranty shall accompany the shop drawing submittal.
- B The *CONTRACTOR* and/or equipment manufacturer shall be responsible for all costs of warranty repair work including removal, shipping, reinstallation and re-start-up during the maintenance period.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Products: Whenever materials or equipment are described using a certain brand, make, supplier, manufacturer or by specification, such naming shall be regarded as a standard and be intended to convey function, design features, general style, type, materials of construction, character and quality of material or equipment, serviceability and other essential characteristics inherent in the named product.
- B. Other materials may be considered by the *ENGINEER* in accordance with the provisions of *Section 01 25 13, Substitutions*.
- C. Acceptable manufacturers:
 - 1. Belden Cable Company
 - 2. General Cable Company
 - 3. Okonite Cable Company
 - 4. Triangle - PWC Inc.
 - 5. Or equivalent.

2.02 BUILDING WIRE

- A. Single conductor power cable:

1. Power cable #12 AWG to #6 AWG:
 - a. Conductor: Soft drawn copper. #12 solid, #10 through #6 Class B stranding.
 - b. Insulation: PVC, 600 volt, 90EC dry, 75EC wet.
 - c. Jacket: Nylon.
 - d. UL Type: THHN/THWN/MTW.
 - e. Identification (minimum): Conductor size, voltage rating, UL listing, and manufacturer.
 - f. Application: Power feeders from motor starters and panelboards to motors, lighting, and power utilizing appliances, via exposed conduit systems.
2. Single conductor control cables (#14 AWG):
 - a. Conductor: Stranded copper.
 - b. Insulation: PVC, 600 volt, 90EC dry, 75EC wet.
 - c. Jacket: Nylon.
 - d. UL Type: THHN/THWN/MTW.
 - e. Identification (minimum): Conductor size, voltage rating, UL listing, and manufacturer.
 - f. Application: Control wiring for motor circuits and fire alarm system, via exposed conduit systems.

2.03 NONMETALLIC SHEATHED CABLE

A. Instrumentation cable:

1. Single pair #18 Belden #9740 or equivalent.
 - a. Conductor: #18 AWG stranded tinned copper.
 - b. Insulation: PVC, 300V, 60EC.

- c. Cabling: Twisted.
 - d. Shield: None.
 - e. Jacket: PVC.
 - f. UL Type: Class 2 signal circuit.
 - g. Application: 24 VDC computer wiring and HVAC low-voltage system wiring.
2. Single pair #18 Belden #8760 or equivalent.
- a. Conductor: #18 AWG stranded tinned copper.
 - b. Insulation: Polyethylene, 300 V, 60EC.
 - c. Cabling: Twisted.
 - d. Shielding: Aluminum polyester shield with drain wire.
 - e. Jacket: PVC
 - f. UL Type: Class 2 signal circuit.
 - g. Application: Analog instrumentation wiring and computer analog input/output wiring.

2.04 METALLIC SHEATHED CABLE #12 TO #6 AWG

- A. Conductor: Soft drawn copper. #12 through #6 Class B stranding.
- B. Insulation: PVC, 600 Volt, 90EC.
- C. Jacket: None.
- D. Armor: Interlocked steel tape.
- E. UL Type: AC
- F. Identification (minimum): Conductor, size, voltage rating, UL listing, and manufacturer.

- G. Application: Power feeders from panelboard to motor starters, lighting and power utilization appliances when concealed above ceiling and in walls.

2.05 SPECIALTY CABLE

A. Telephone cable:

1. Interior cable: CAT-5, 100 ohm station telephone unshielded cable consisting of 4 twisted pairs of #24 AWG wire with PVC insulation and overall PVC jacket.
2. Underground cable: The underground cable shall be a twelve (12) pair communications cable completely filled with petroleum compound for aerial, direct burial, or duct installation outside. Cable shall be provided with a .005 inch copper shield under the thermoplastic outer cover. The communication wire shall be #22 AWG solid copper conductors with high density polyethylene or polypropylene insulation, ring band or striped color coded pair, cable tape over core and marker tape. Cable shall be UL approved and meet REA Spec PE-39.

B. Fire alarm system cable:

1. Signaling circuit plenum cable.
 - a. Conductors: 2 conductors #16 copper cable for signal circuits and 2 conductors #14 copper cables or larger for notification circuits.
 - b. Cable construction: Insulation and jacket materials, thickness, and construction shall meet NEC Article 760-50 and -51 requirements.
 - c. UL Type: FPLP
 - d. Application: Class II power limited signaling and notification circuit wiring used in environmental air plenums, that are incorporated into the air distribution system.
2. Signaling circuit cable:
 - a. Conductors: 2 conductors #16 copper cable for signal circuits and 2 conductors #14 copper cables or larger for notification circuits.
 - b. Cable construction: Insulation and jacket materials, thickness, and construction shall meet NEC Article 760-50 and -51 requirements.

- c. UL Type FPL.
- d. Application Class II power limited signaling and notification circuit wiring used in raceways and enclosed spaces.

2.06 SPLICES AND TERMINALS

- A. Twist-on wire connectors:
 - 1. Wire connectors shall have an insulated case and a fixed square wire spring to assure gripping action on conductors.
 - 2. Connectors shall be rated 600 volts.
- B. Mechanical split bolt connectors shall be Bundy Type KS Service or equal manufactured from high strength copper alloy.
- C. Compression type sleeve connectors:
 - 1. Wire sizes #22 AWG to #8 AWG. Sleeves shall be T&B STA-KON or equal nylon insulated butt type splices with insulation support. Splices shall be manufactured from high conductivity electrolytic copper and shall be color coded by wire size.
 - 2. Wires sizes #6 AWG and larger. Sleeves shall be T&B or equal compression sleeves manufactured from high conductivity wrought copper with electro tin plate finish.
 - 3. Compression type splices are to be used on stranded wire only.
- D. Compression type terminals:
 - 1. Wire sizes #16 to #8 AWG. Terminals shall be T&B STA-KON or equal nylon insulated ring tongue terminals with insulation support.
 - 2. Wire sizes #6 AWG and larger. Terminals shall be T&B or equal compression type terminals with a one-hole tongue manufactured from high conductivity wrought copper with electro tin plate finish.
 - 3. Compression type terminals are to be used on stranded wire only.

- E. Heat-shrink splice materials:

Heat-shrink materials shall be used for both insulating splices and for maintaining moisture and flame resistance of power cables. Material shall be Raychem Type WCSF or equal, sized to match conductors being spliced.

2.07 OTHER MATERIALS

- A. All other materials, not specifically described but required for a complete and proper installation of the work of this section, shall be new, first quality of their respective kinds, and as selected by the *CONTRACTOR* subject to the approval of the *ENGINEER*.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Prior to installation of the work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
- B. Verify that work may be completed in strict accordance with the original design and with the manufacturer's recommendations as approved by the *ENGINEER*.
- C. Do not proceed until unsatisfactory conditions are corrected.

3.02 INSTALLATION

- A. General wiring methods:
1. Use no wire smaller than #12 AWG for power and lighting circuits, and no wire smaller than #14 AWG for control circuits.
 2. Use #10 AWG conductor for 20 ampere, 120 volt branch circuit home runs longer than 75 feet, and for 20 ampere, 277 volt branch circuit home runs longer than 200 feet.
 3. Place an equal number of conductors for each phase of a circuit in same raceway or cable.
 4. Splice only in junction or outlet boxes.

5. Neatly train and lace wiring inside boxes, equipment, and panelboards.
 6. Make conductor lengths equal for parallel circuits.
- B. Wiring installation in raceways:
1. Pull all conductors into a raceway at the same time. Use UL listed wire-pulling lubricant for pulling #4 AWG and larger wires.
 2. Install wire in raceway after interior of building has been physically protected from the weather and all mechanical work likely to injure conductors has been completed.
 3. Completely and thoroughly swab new raceway systems before installing conductors.
- C. Cable installation:
1. Provide protection for exposed cables where subject to damage.
 2. Use spring metal clips or plastic cable ties to support cables from structure. Include bridle rings or drive rings.
 3. Use suitable cable fittings and connectors.
 4. Install cable per manufacturer's instructions.
- D. Wiring connections and terminations:
1. Splice only in accessible junction boxes, and only when unavoidable.
 2. Splices shall be made in accordance with manufacturer's instructions.
 3. Use solderless pressure connectors with insulating covers for solid copper wire splices and taps, #10 AWG and smaller. Tape connector in wet areas.
 4. Use split-bolt connectors for copper wire taps, #8 AWG and larger. Tape uninsulated conductors and connectors with electrical tape to 150 percent of the insulation value of conductor.
 5. Use butt-type compression sleeve connectors for in-line splices of stranded wire. Tape connector in wet areas.
 6. Thoroughly clean wires before installing lugs and connectors.

7. Make splices, taps and terminations to carry full ampacity of conductors without perceptible temperature rise.
8. Terminate spare conductors with electrical tape.
9. Use insulated butt-type splices for stranded wires #22 AWG to #8 AWG. Use long barrel type two way compression connectors for butt splices of #6 AWG and larger cables. Insulate each splice with 600 volt rated heat-shrink tubing, or tape splice with electrical tape to 150 percent of the insulation value of conductor. Provide heat-shrink tubing for cables with overall jacket to maintain jacket integrity.
10. The weight of vertical cable must not be supported by the terminals to which it is connected. Provide separate support for the cable.

3.03 CLEANING

- A. Comply with requirements of *Section 01 74 14, Cleaning*.
- B. Remove and dispose of all construction debris.

3.04 FIELD QUALITY CONTROL

- A. Upon completion of this portion of the work and prior to acceptance by the *OWNER*, make all required tests and adjustments for free and smooth operation.
- B. Secure all approvals from agencies having jurisdiction.
- C. Field inspection and testing will be performed under provisions of this specification.
- D. Inspect wire and cable for physical damage and proper connection.
- E. Torque test conductor connections and terminations to manufacturer's recommended values.
- F. Perform continuity test on all power and equipment branch circuit conductors. Verify proper phasing connections.

PART 4 - PAYMENT

4.01 WIRE AND CABLE

- A. Quantity and Payment: No separate payment shall be made for this item. Include all costs for *WIRE AND CABLE* in the prices bid for the various related items of work as designated in the *BID*.

****END OF SECTION****

SECTION 26 05 26
(16450)
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work included:

1. Communication system grounding.
2. Electrical equipment and raceway grounding and bonding.

B. Related work:

1. Other sections of the *Specifications*, not referenced below, shall also apply to the extent required for proper performance of this work.
2. *Section 26 05 03: Equipment Wiring Systems*
3. *Section 26 05 19: Wire and Cable*
4. *Section 26 05 33: Raceways and Boxes for Electrical Systems*
5. *Section 28 31 11: Addressable Fire Alarm and Notification System*

C. References:

1. ANSI/NFPA 70 National Electrical Code Article 250 "Grounding".

1.02 SYSTEM DESCRIPTION

- A. Ground each separately-derived system neutral to facility ground system.
- B. Ground each electrical component ground connection point to the facility grounding system.
- C. Provide communications system grounding insulated conductor at point of service entrance and connect to separate grounding electrode.

- D. Bond together system and equipment neutrals, service equipment enclosures, exposed non-current carrying metal parts of electrical equipment, metal raceway systems, grounding conductor in raceways and cables, receptacle ground connectors, ground rods and plumbing systems. Bond transformer secondary neutral to transformer enclosure.

1.03 SUBMITTALS

- A. Comply with provisions of *Section 01 33 23, Shop Drawings, Product Data and Samples*.
- B. Manufacturer's product data:
 - 1. Complete list of all materials proposed to be furnished and installed under this section.
 - 2. Specifications and other data required to demonstrate compliance with the specified requirements.
- C. Shop drawings:
 - 1. Show precise dimensions of the work of this section, and all other data needed to ensure proper and adequate provisions in construction to accommodate the work of this section.
 - 2. Indicate location of system grounding electrode connections, and routing of grounding electrode conductor.

1.04 QUALITY ASSURANCE

- A. Qualifications of manufacturer:
 - 1. Products used in the work of this section shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the *ENGINEER*.
- B. Qualifications of workmen:
 - 1. Provide at least one person who shall be present at all times during execution of the work of this section, who shall be thoroughly familiar with the specified requirements and the materials and methods needed for

their execution, and who shall direct all work performed under this section.

2. Provide adequate numbers of workmen skilled in the necessary crafts and properly informed of the method and materials to be used.
3. In acceptance or rejection of the work of this section, the *ENGINEER* will make no allowance for lack of skill on the part of workmen.

C. Basis of acceptance:

1. The manufacturer's installation instructions will provide the basis for acceptance or rejection of the work performed under this section.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Comply with provisions of *Section 01 66 00, Storage and Protection*.
- B. Protection: Use all means necessary to protect the materials of this section before, during, and after installation and to protect the installed work and materials of all other trades.
- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the *ENGINEER* and at no additional cost to the *OWNER*.
- D. Delivery and storage: Deliver all materials to the job site in their original unopened containers with all labels intact and legible at time of use. Store in strict accordance with the manufacturer's recommendations as approved by the *ENGINEER*.

1.06 WARRANTY AND WARRANTY REPAIRS

- A. Warranties shall be provided as specified in *Section 01 78 36, Guarantees*. A copy of the manufacturer's warranty shall accompany the shop drawing submittal.
- B. The *CONTRACTOR* and/or equipment manufacturer shall be responsible for all costs of warranty repair work including removal, shipping, reinstallation and re-start-up during the maintenance period.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Products: Whenever materials or equipment are described using a certain brand, make, supplier, manufacturer or by specification, such naming shall be regarded as a standard and be intended to convey function, design features, general style, type, materials of construction, character and quality of material or equipment, serviceability and other essential characteristics inherent in the named product.
- B. Other materials may be considered by the *ENGINEER* in accordance with the provisions of *Section 01 25 13, Substitutions*.

2.02 MATERIALS

- A. Ground rods: Copper-encased steel, 3/4- inch diameter, minimum length 10 feet.
- B. Ground wire: Soft drawn copper, Class B stranding, green colored PVC insulation. Buried ground wires shall be uninsulated.
- C. Grounding clamps: Ground rods and grounding clamps shall be cast, high-copper content bronze alloy.

2.03 OTHER MATERIALS

- A. All other materials, not specifically described but required for a complete and proper installation of the work of this section, shall be new, first quality of their respective kinds, and as selected by the *CONTRACTOR* subject to the approval of the *ENGINEER*.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Prior to installation of the work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
- B. Verify that work may be completed in strict accordance with the original design and with the manufacturer's recommendations as approved by the *ENGINEER*.

- C. Do not proceed until unsatisfactory conditions are corrected.

3.02 INSTALLATION

- A. Provide a separate, insulated equipment grounding conductor in feeder and branch circuits. Terminate each end on a grounding lug, bus, or bushing.
- B. Connect equipment grounding conductors to existing ground system using exothermal welds. Verify the integrity of the grounding conductor connections to the ground rods. Where loose, corroded or otherwise high-resistance or faulty connections are detected, repair or replace connections to restore integrity of grounding system.
- C. Use minimum 6 AWG copper conductor for communications service grounding conductor.
- D. Size grounding conductors in accordance with the National Electrical Code.
- E. Ground fire alarm system in accordance with manufacturers recommendations.

3.03 CLEANING

- A. Comply with requirements of *Section 01 74 14, Cleaning*.
- B. Remove and dispose of all debris.

3.04 TESTS

- A. Upon completion of this portion of the work and prior to acceptance by the *OWNER*, make all required tests and adjustments for free and smooth operation.
- B. Secure all approvals from agencies having jurisdiction.
- C. Field quality control:
 - 1. Inspect grounding and bonding system conductors and connections for tightness and proper installation.

PART 4 - PAYMENT

4.01 GROUNDING & BONDING FOR ELECTRICAL SYSTEMS

- A. Quantity and Payment: No separate payment shall be made for this item. Include all costs for *GROUNDING & BONDING FOR ELECTRICAL SYSTEMS* in the prices bid for the various related items of work as designated in the *BID*.

****END OF SECTION****

SECTION 26 05 29
(16190)
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work included:

1. Conduit and equipment supports.
2. Fastening hardware.
3. Electrical equipment backboards.

B. Related work:

1. Other sections of the *Specifications*, not referenced below, shall also apply to the extent required for proper performance of this work.
2. *Section 26 05 33: Raceways and Boxes for Electrical Systems*
3. *Section 26 27 16: Cabinets and Enclosures*
4. *Section 28 31 11: Addressable Fire Alarm and Notification System*

C. References:

1. MFMA-1 - Metal Framing Manufacturers Association Standard

1.02 SUBMITTALS

A. Comply with provisions of *Section 01 33 23, Shop Drawings, Product Data and Samples*.

B. Manufacturer's product data:

1. Complete list of all materials proposed to be furnished and installed under this section.

2. Specifications and other data required to demonstrate compliance with the specified requirements.
- C. Shop drawings showing precise dimensions of the work of this section, and all other data needed to ensure proper and adequate provisions in construction to accommodate the work of this section.
- D. Manufacturer's recommended installation procedures.

1.03 QUALITY ASSURANCE

- A. Qualifications of manufacturer:
 1. Products used in the work of this section shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the *ENGINEER*.
- B. Qualifications of workmen:
 1. Provide at least one person who shall be present at all times during execution of the work of this section, who shall be thoroughly familiar with the specified requirements and the materials and methods needed for their execution, and who shall direct all work performed under this section.
 2. Provide adequate numbers of workmen skilled in the necessary crafts and properly informed of the method and materials to be used.
 3. In acceptance or rejection of the work of this section, the *ENGINEER* will make no allowance for lack of skill on the part of workmen.
- C. Basis of acceptance:
 1. The manufacturer's installation instructions will provide the basis for acceptance or rejection of the work performed under this section.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Comply with provisions of *Section 01 66 00, Storage and Protection*.
- B. Protection: Use all means necessary to protect the materials of this section before, during, and after installation and to protect the installed work and materials of all other trades.

- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the *ENGINEER* and at no additional cost to the *OWNER*.
- D. Delivery and storage: Deliver all materials to the job site in their original unopened containers with all labels intact and legible at time of use. Store in strict accordance with the manufacturer's recommendations as approved by the *ENGINEER*.

1.05 WARRANTY AND WARRANTY REPAIRS

- A Warranties shall be provided as specified in *Section 01 78 36, Guarantees*. A copy of the manufacturer's warranty shall accompany the shop drawing submittal.
- B The *CONTRACTOR* and/or equipment manufacturer shall be responsible for all costs of warranty repair work including removal, shipping, reinstallation and re-start-up during the maintenance period.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Products: Whenever materials or equipment are described using a certain brand, make, supplier, manufacturer or by specification, such naming shall be regarded as a standard and be intended to convey function, design features, general style, type, materials of construction, character and quality of material or equipment, serviceability and other essential characteristics inherent in the named product.
- B. Other materials may be considered by the *ENGINEER* in accordance with the provisions of *Section 01 25 13, Substitutions*.
- C. Support systems shall be adequate for weight of equipment and conduit, including wiring, which they carry.

2.02 ELECTRICAL MOUNTING CHANNEL SYSTEMS

- A. Pre-galvanized steel: Pre-galvanized channel shall be made from steel in accordance with ASTM A446, Grade A and mill-galvanized in accordance with ASTM A525, Coating Designation G90.

- B. Stainless steel: Stainless steel channel and accessories shall be of AISI Type 304 or Type 316 stainless steel.
- C. Green epoxy: Painted channel shall meet the minimum mechanical properties of ASTM A570 Grade 33 steel and painted with electrodeposited, epoxy-base dark green paint. All 1/4" accessories shall be produced from ASTM A635 steel and painted with electrodeposited, epoxy base dark green paint.
- D. Dimensions: Metal framing channel shall be cold formed from 12-gauge steel. All channels shall have a nominal overall width of 1-5/8" and have a 7/8" slot face opening. Standard lengths are to be 10 and 20 foot. All testing and tolerancing shall be in accordance with the latest MFMA-1 Standard.
- E. Hardware: Corrosion resistant. Hot-dip galvanized in accordance with ASTM A153 or stainless steel.

2.03 PLYWOOD BACKBOARDS

- A. Material: 3/4" thick, A-D, Group 1, interior. Refer to drawings for size of backboard, or as required.

2.04 OTHER MATERIALS

- A. All other materials, not specifically described but required for a complete and proper installation of the work of this section, shall be new, first quality of their respective kinds, and as selected by the *CONTRACTOR* subject to the approval of the *ENGINEER*.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Prior to installation of the work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
- B. Verify that work may be completed in strict accordance with the original design and with the manufacturer's recommendations as approved by the *ENGINEER*.
- C. Do not proceed until unsatisfactory conditions are corrected.

3.02 INSTALLATION

- A. Load capability of the supporting system shall be determined by the Contractor for present and future, if indicated, equipment and the system shall be designed to accommodate determined loads. However, as a minimum, the support channels shall be minimum 12-gauge with a minimum section width of 1-5/8 inches deep.
- B. Provide all anchor bolts, steel bracing, and accessories required for a sound installation that shall withstand the stresses of the environment, wind loading, and equipment operation and maintenance.
- C. Fasten hanger rods, conduit clamps, and outlet and junction boxes to building structure using expansion anchors, beam clamps or spring steel clips as appropriate.
- D. Use toggle bolts or hollow wall fasteners in hollow masonry, plaster, or gypsum board partitions and walls; expansion anchors or preset inserts in solid masonry walls; self-drilling anchors or expansion anchors on concrete surfaces; sheet metal screws in sheet metal studs; and wood screws in wood construction.
- E. Do not fasten supports to piping, ductwork, mechanical equipment, or conduit.
- F. Do not use powder-actuated anchors.
- G. Do not drill structural steel members.
- H. Fabricate supports from structural steel or steel channel, rigidly welded or bolted to present a neat appearance. Use hexagon head bolts with spring lock washers under all nuts.
- I. Install surface-mounted cabinets, panelboards, motor control enclosures and disconnect switches with a minimum of four anchors each.
- J. Bridge studs top and bottom with channels to support flush-mounted cabinets and panelboard in stud walls.
- K. Use galvanized steel or stainless steel unistrut for outdoor locations. Use epoxy green unistrut for indoor locations.
- L. Finish paint sides and edges of termination backboards with two coats of durable black enamel prior to installation. Fasten backboard to wall using electrical mounting channels.

3.03 CLEANING

- A. Comply with requirements of *Section 01 74 14, Cleaning*.
- B. Remove and dispose of all debris.

PART 4 - PAYMENT

4.01 SUPPORTING DEVICES

- A. Quantity and Payment: No separate payment shall be made for this item. Include all costs for *SUPPORTING DEVICES* in the prices bid for the various related items of work as designated in the *BID*.

****END OF SECTION****

SECTION 26 05 33
(16111)
RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work included:

1. Rigid metal conduit and fittings.
2. Electrical metallic tubing and fittings.
3. Flexible metal conduit and fittings.
4. Liquid-tight flexible metal conduit and fittings.
5. Surface metal raceway.

B. Related work:

1. Other sections of the *Specifications*, not referenced below, shall also apply to the extent required for proper performance of this work.
2. *Section 01 73 29: Cutting and Patching*
3. *Section 02 41 19: Selective Demolition*
4. *Section 26 05 03: Equipment Wiring Systems*
5. *Section 26 05 19: Wire and Cable*
6. *Section 26 05 26: Grounding and Bonding for Electrical Systems*
7. *Section 26 05 29: Hangers and Supports for Electrical Systems*
8. *Section 26 05 53: Electrical Identification*
9. *Section 26 27 26: Wiring Devices*
10. *Section 28 31 11: Addressable Fire Alarm and Notificaton System*

C. References:

1. ANSI C80.1 - Rigid Steel Conduit, Zinc-Coated.
2. ANSI C80.3 - Electrical Metallic Tubing, Zinc-Coated.
3. ANSI/NEMA FB 1 - Fittings and Supports for Conduit and Cable Assemblies.

1.02 SUBMITTALS

- A. Comply with provisions of *Section 01 33 23, Shop Drawings, Product Data and Samples*.
- B. Manufacturer's product data:
1. Complete list of all materials proposed to be furnished and installed under this section.
 2. Specifications and other data required to demonstrate compliance with the specified requirements.

1.03 QUALITY ASSURANCE

- A. Qualifications of Workmen:
1. Provide at least one person who shall be present at all times during execution of the work of this section, who shall be thoroughly familiar with the specified requirements and the materials and methods needed for their execution, and who shall direct all work performed under this section.
 2. Provide adequate numbers of workmen skilled in the necessary crafts and properly informed of the method and materials to be used.
 3. In acceptance or rejection of the work of this section, the *ENGINEER* will make no allowance for lack of skill on the part of workmen.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Protection: Use all means necessary to protect the materials of this section before, during, and after installation and to protect the installed work and materials of all other trades.

- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the *ENGINEER* and at no additional cost to the *OWNER*.
- C. Delivery and storage: Deliver all materials to the job site in their original unopened containers with all labels intact and legible at time of use. Store in strict accordance with the manufacturer's recommendations as approved by the *ENGINEER*.

1.05 WARRANTY AND WARRANTY REPAIRS

- A. Warranties shall be provided as specified in *Section 01 78 36, Guarantees*. A copy of the manufacturer's warranty shall accompany the shop drawing submittal.
- B. The *CONTRACTOR* and/or equipment manufacturer shall be responsible for all costs of warranty repair work including removal, shipping, reinstallation and re-start-up during the maintenance period.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Products: Whenever materials or equipment are described using a certain brand, make, supplier, manufacturer or by specification, such naming shall be regarded as a standard and be intended to convey function, design features, general style, type, materials of construction, character and quality of material or equipment, serviceability and other essential characteristics inherent in the named product.
- B. Other materials may be considered by the *ENGINEER* in accordance with the provisions of *Section 01 25 13, Substitutions*.

2.02 RIGID METAL CONDUIT

- A. Manufacturers:
 - 1. Wheatland Tube Company
 - 2. Allied Tube Conduit
 - 3. Republic Conduit
 - 4. Or equivalent.
- B. Rigid Steel Conduit: ANSI C80.1.

- C. Fittings and Conduit Bodies: NEMA FB 1; material to match conduit.

2.03 FLEXIBLE METAL CONDUIT

- A. Manufacturers:
 - 1. Allied Tube and Conduit
 - 2. AFC Cable Systems
 - 3. Electri-Flex
 - 4. Or equivalent.
- B. Product Description: Interlocked steel construction.
- C. Fittings: NEMA FB 1.

2.04 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

- A. Manufacturers:
 - 1. Anaconda “Seal Tite”
 - 2. Delikon
 - 3. Liquid Tuff by AFC Cable Systems
 - 4. Or equivalent.
- B. Product Description: Interlocked steel construction with PVC jacket.
- C. Fittings: NEMA FB 1.

2.05 ELECTRICAL METALLIC TUBING (EMT)

- A. Manufacturers:
 - 1. Wheatland Tube Company
 - 2. Allied Tube and Conduit
 - 3. Republic Conduit
 - 4. Or equivalent.
- B. Product Description: ANSI C80.3; galvanized tubing.
- C. Fittings and Conduit Bodies: NEMA FB 1; steel or malleable iron, compression or set screw type.

2.06 SURFACE METAL RACEWAY

- A. Acceptable Manufacturers:
 - 1. Carlon Electrical Products
 - 2. Hubbell Wiring Devices
 - 3. Thomas & Betts Corp.
 - 4. Walker Systems Inc.
 - 5. The Wiremold Co.
 - 6. Or equivalent.
- C. Duct Description: 0.025" sheet metal channel with fitted cover, suitable for use as surface metal raceway.
- D. Size: Wiremold #200, #500 or #700 as required or equivalent.
- E. Finish: Off-white enamel or buff enamel as required to match adjoining surfaces.
- F. Boxes and accessories: Furnish manufacturers standard fittings, couplings, elbows, connectors and boxes designed for use with raceway system.

2.07 OTHER MATERIALS

- A All other materials, not specifically described but required for a complete and proper installation of the work of this section, shall be new, first quality of their respective kinds, and as selected by the *CONTRACTOR* subject to the approval of the *ENGINEER*.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Prior to installation of the work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
- B. Verify that work may be completed in strict accordance with the original design and with the manufacturer's recommendations as approved by the *ENGINEER*.
- C. Do not proceed until unsatisfactory conditions are corrected.

3.02 EXISTING CONDITIONS

- A. Extend existing raceway and box installations using materials and methods compatible with existing electrical installations, or as specified.
- B. Clean and repair existing raceway and boxes to remain or to be reinstalled.

3.03 CONDUIT SIZING, ARRANGEMENT, AND SUPPORT

- A. Size conduit in accordance with the latest issue of the National Electrical Code unless a larger size is shown on the drawings. Use $\frac{3}{4}$ -inch minimum size where exposed and 1" minimum size where buried below grade or in concrete slab.
- B. Arrange conduit to maintain working clearance in compliance with National Electrical Code, Paragraphs 110.26 through 110.34, and to present a neat appearance.
- C. Route exposed conduit parallel or perpendicular to walls, building lines and/or adjacent piping.
- D. Maintain a minimum 6-inch clearance between conduit and piping. Maintain 12-inch clearance between conduit and heat sources such as flues, steam pipes, or heating appliances.
- E. Arrange conduit supports to prevent distortion of conduit alignment by wire-pulling operations. Fasten conduit using galvanized straps, lay-in adjustable hangers, clevis hangers, or bolted split stamped galvanized hangers.
- F. Group conduit in parallel runs where practical and provide conduit rack constructed of galvanized steel channel "Unistrut" in accordance with *Section 26 05 29, Supporting Devices*.
- G. Do not fasten conduit with wire or perforated pipe straps. Remove all wire used for temporary conduit support during construction, before conductors are pulled.
- H. Support conduit at a maximum of 8 feet on center.
- I. Provide a short length (approximately 36") of flexible metal conduit at motors or other equipment as required to accommodate vibration, for ease of adjustment and future maintenance.
- J. Conduits shall be supported independently of electrical enclosures. Physical stresses caused by vibration or thermal expansion shall not be transmitted to or from electrical enclosures or rotating equipment.

- K. Conduits shall enter field equipment enclosures through the back, side or bottom. Conduit entry shall be near the wiring terminal point and not obstruct access to, or removal of, components.
- L. Conduits may enter pull or terminal boxes at any location except through a removable cover. Provide adequate protection against moisture accumulation and dripping on exposed terminals.
- M. Each end of all conduit runs terminating in a sheet-metal box or cabinet of any kind shall be provided with a galvanized or sherardized lock nut inside and outside of the box and with an approved insulated bushing. Where grounding requirements dictate, provide a grounding bushing inside of the box or cabinet.

3.04 CONDUIT INSTALLATION

- A. Cut each conduit square using a saw or pipe-cutter; ream conduit to de-burr cut ends. Field-cut threads shall be of the same type and length as factory-cut threads. No “running threads” shall be permitted. For galvanized conduit, apply a zinc-base paint on the threads prior to assembly.
- B. Bring conduit to the shoulder of fittings and couplings and fasten securely. All conduit connections shall be arranged and installed to be electrically continuous, and to provide a positive electrical ground.
- C. Use conduit hubs for fastening conduit to cast boxes, and for fastening conduit to sheet-metal boxes in damp or wet locations.
- D. Install no more than the equivalent of three 90-degree bends in any run of conduit. Where more bends would be required, provide a pull box.
- E. Use conduit bodies to make sharp changes in direction, such as around beams.
- F. Where possible, conduit bends shall be of the long radius type, machine made, without kinks, flattening, or crushing. Field bends shall be made only where unavoidable. Field bends shall be made by means of mechanical benders designed to produce radii required by the National Electrical Code.
- G. Avoid moisture traps where possible. Where unavoidable, provide a junction box with a drain fitting at each conduit low point. Slope all conduit toward conduit system low point for complete drainage.
- H. Each complete run of conduit shall be thoroughly cleaned, and no cable or wire shall be pulled until the run is completely free of water and other foreign matter. After cleaning, each conduit shall be sealed and capped with a galvanized or brass

fitting and conduit bushing, or by means of plastic caps or other approved methods until wire or cable is to be pulled. The intent is to protect installed conduit against the entrance of dirt or moisture during construction. Permanently cap all spare conduits.

- I. Provide #12 AWG insulated conductor or suitable pull string in each empty conduit, except for sleeves and nipples.
- J. Where conduit penetrates fire-rated walls or floors, seal the opening around each conduit with UL listed foamed silicone elastomer compound. Seal the conduit openings to prevent vapors from entering the building via the conduit.
- K. Route conduit through roof openings for piping and ductwork where possible; otherwise, route through roof jack in accordance with Drawing details.
- L. Where corrosive or potentially hazardous vapors are present, provide approved cable seals in all conduits entering panels, control stations and all other electrical equipment to prevent migration of detrimental vapors into electrical enclosures.
- M. Fittings or boxes shall be installed where necessary for pulling, even though not shown on the drawings. Conduit systems shall have a sufficient number of supports to provide a rigid installation. Conduits may be bolted or clamped to building members or structural framework. Welding of conduits or conduit fittings directly to structural steel shall not be permitted. Any galvanizing or paint on conduit, conduit fittings, or boxes damaged during installation shall be repaired by the Contractor.

3.05 INSTALLATION – SURFACE METAL RACEWAY

- A. Use flat-head screws to fasten channel to surfaces. Mount plumb and level.
- B. Use suitable insulating bushings and inserts at connections to outlets and corner fittings.
- C. Maintain grounding continuity between raceway components to provide a continuous grounding path.
- D. Faster option: Use clips and straps for the purpose.
- E. Finish painting the raceway fastened to the ceiling to match the adjacent surface.
- F. Use fittings at all abrupt changes in direction. Do not make bends in the raceway that cause crimping.

3.06 CONDUIT INSTALLATION SCHEDULE

- A. See schedules or drawings.

3.07 CLEANING

- A. Comply with requirements of *Section 01 74 14, Cleaning*.
- B. Remove and dispose of all debris.

PART 4 - PAYMENT

4.01 RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

- A. Quantity and Payment: No separate payment shall be made for this item. Include all costs for *RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS* in the prices bid for the various related items of work as designated in the *BID*.

****END OF SECTION****

SECTION 26 05 53
(16195)
ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work included:

1. Nameplates and tape labels.
2. Wire and cable markers.
3. Panel voltage labels.

B. Related work:

1. Other sections of the *Specifications*, not referenced below, shall also apply to the extent required for proper performance of this work.
2. *Section 26 05 03: Equipment Wiring Systems*
3. *Section 26 05 19: Wire and Cable*
4. *Section 26 05 33: Raceways and Boxes for Electrical Systems*
5. *Section 26 27 16: Cabinets and Enclosures*
6. *Section 26 27 26: Wiring Devices*

1.02 SUBMITTALS

A. Comply with provisions of *Section 01 33 23, Shop Drawings, Product Data and Samples*.

B. Manufacturer's product data:

1. Complete list of all materials proposed to be furnished and installed under this section.
2. Specifications and other data required to demonstrate compliance with the specified requirements.

- C. Include schedule for nameplates and tape labels.
- D. Manufacturer's recommended installation procedures.

1.03 QUALITY ASSURANCE

- A. Qualifications of manufacturer:
 - 1. Products used in the work of this section shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the *ENGINEER*.
- B. Qualifications of workmen:
 - 1. Provide at least one person who shall be present at all times during execution of the work of this section, who shall be thoroughly familiar with the specified requirements and the materials and methods needed for their execution, and who shall direct all work performed under this section.
 - 2. Provide adequate numbers of workmen skilled in the necessary crafts and properly informed of the method and materials to be used.
 - 3. In acceptance or rejection of the work of this section, the *ENGINEER* will make no allowance for lack of skill on the part of workmen.
- C. Basis of acceptance:
 - 1. The manufacturer's installation instructions will provide the basis for acceptance or rejection of the work performed under this section.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Comply with provisions of *Section 01 66 00, Storage and Protection*.
- B. Protection: Use all means necessary to protect the materials of this section before, during, and after installation and to protect the installed work and materials of all other trades.
- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the *ENGINEER* and at no additional cost to the *OWNER*.

- D. Delivery and storage: Deliver all materials to the job site in their original unopened containers with all labels intact and legible at time of use. Store in strict accordance with the manufacturer's recommendations as approved by the *ENGINEER*.

1.05 WARRANTY AND WARRANTY REPAIRS

- A Warranties shall be provided as specified in *Section 01 78 36, Guarantees*. A copy of the manufacturer's warranty shall accompany the shop drawing submittal.
- B The *CONTRACTOR* and/or equipment manufacturer shall be responsible for all costs of warranty repair work including removal, shipping, reinstallation and re-start-up during the maintenance period.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Products: Whenever materials or equipment are described using a certain brand, make, supplier, manufacturer or by specification, such naming shall be regarded as a standard and be intended to convey function, design features, general style, type, materials of construction, character and quality of material or equipment, serviceability and other essential characteristics inherent in the named product.
- B. Other materials may be considered by the *ENGINEER* in accordance with the provisions of *Section 01 25 13, Substitutions*.

2.02 MATERIALS

- A. Nameplates: Engraved three-layer laminated plastic, black letters on a white background.
- B. Tape labels: White polyester plastic film with typed legends, Brady type DAT-20-619 or equivalent.
- C. Wire and cable markers: Tubing type Bradysleeve B-321 heat shrink polyolefin or equivalent.
- D. Panel voltage labels: Brady or equivalent conduit and voltage markers. 1-7/8" high black characters on orange background of B-500 vinyl cloth.

2.03 OTHER MATERIALS

- A. All other materials, not specifically described but required for a complete and proper installation of the work of this section, shall be new, first quality of their respective kinds, and as selected by the *CONTRACTOR* subject to the approval of the *ENGINEER*.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Prior to installation of the work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
- B. Verify that work may be completed in strict accordance with the original design and with the manufacturer's recommendations as approved by the *ENGINEER*.
- C. Do not proceed until unsatisfactory conditions are corrected.

3.02 INSTALLATION

- A. General:
 - 1. Degrease and clean surfaces to receive nameplates and tape labels.
 - 2. Install nameplates and tape labels parallel to equipment lines.
 - 3. Secure nameplates to equipment fronts using aluminum, rivets. Secure nameplate to inside face of recessed panelboard doors in finished locations. Use of screws or adhesive is unacceptable.
 - 4. Embossed tape will not be permitted for identification of electrical equipment other than individual wall switches, receptacles, control device stations and instruments.
- B. Wire identification:
 - 1. Provide wire markers on each conductor in panelboard gutters, pull boxes, outlet and junction boxes, and at load connection. Identify with branch circuit or feeder number for power and lighting circuits, and with control

wire number as indicated on schematic and interconnection diagrams for control wiring.

C. Nameplate engraving schedule:

1. Provide nameplates to identify all electrical distribution and control equipment, and loads served. Letter height: 1/8 inch for individual switches and loads served, 1/4 inch for distribution and control equipment identification.

D. Voltage labels:

1. Identify all panels, load centers, disconnect switches, motor starters and motor control centers with voltage rating using Brady labels.

3.03 CLEANING

1. Comply with requirements of *Section 01 74 14, Cleaning*.
2. Remove and dispose of all debris.

PART 4 - PAYMENT

4.01 ELECTRICAL IDENTIFICATION

- A. Quantity and Payment: No separate payment shall be made for this item. Include all costs for *ELECTRICAL IDENTIFICATION* in the prices bid for the various related items of work as designated in the BID.

****END OF SECTION****

SECTION 26 27 16
(16160)
CABINETS AND ENCLOSURES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work included:

1. Hinged cover enclosures.
2. Cabinets.
3. Terminal blocks and accessories.

B. Related work:

1. Other sections of the *Specifications*, not referenced below, shall also apply to the extent required for proper performance of this work.
2. *Section 26 05 03: Equipment Wiring Systems*
3. *Section 26 05 19: Wire and Cable*
4. *Section 26 05 26: Grounding and Bonding for Electrical Systems*
5. *Section 26 05 29: Hangers and Supports for Electrical Systems*
6. *Section 26 05 33: Raceways and Boxes for Electrical Systems*
7. *Section 26 05 53: Electrical Identification*
8. *Section 26 27 26: Wiring Devices*

C. References:

1. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
2. ANSI/NEMA ICS 1 - Industrial Control and Systems.

3. ANSI/NEMA ICS 4 - Terminal Blocks for Industrial Control Equipment and Systems.
4. ANSI/NEMA ICS 6 - Enclosures for Industrial Control Equipment and Systems.

1.02 SUBMITTALS

- A. Comply with provisions of *Section 01 33 23, Shop Drawings, Product Data and Samples*.
- B. Manufacturer's product data:
 1. Complete list of all materials proposed to be furnished and installed under this section.
 2. Specifications and other data required that demonstrate compliance with the specified requirements.
- C. Shop drawings:
 1. Show precise dimensions of the work of this section, and all other data needed to ensure proper and adequate provisions in construction to accommodate the work of this section.
 2. Include electrical schematic diagram, wiring diagram, outline drawing and construction diagram as described in ANSI/NEMA ICS 1.
- D. Manufacturer's recommended installation procedures.

1.03 QUALITY ASSURANCE

- A. Qualifications of manufacturer:
 1. Products used in the work of this section shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the *ENGINEER*.
- B. Qualifications of workmen:
 1. Provide at least one person who shall be present at all times during execution of the work of this section, who shall be thoroughly familiar with the specified requirements and the materials and methods needed for

their execution, and who shall direct all work performed under this section.

2. Provide adequate numbers of workmen skilled in the necessary crafts and properly informed of the method and materials to be used.
3. In acceptance or rejection of the work of this section, the *ENGINEER* will make no allowance for lack of skill on the part of workmen.

C. Basis of acceptance:

1. The manufacturer's installation instructions will provide the basis for acceptance or rejection of the work performed under this section.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Comply with provisions of *Section 01 66 00, Storage and Protection*.
- B. Protection: Use all means necessary to protect the materials of this section before, during, and after installation and to protect the installed work and materials of all other trades.
- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the *ENGINEER* and at no additional cost to the *OWNER*.
- D. Delivery and storage: Deliver all materials to the job site in their original unopened containers with all labels intact and legible at time of use. Store in strict accordance with the manufacturer's recommendations as approved by the *ENGINEER*.

1.05 WARRANTY AND WARRANTY REPAIRS

- A Warranties shall be provided as specified in *Section 01 78 36, Guarantees*. A copy of the manufacturer's warranty shall accompany the shop drawing submittal.
- B The *CONTRACTOR* and/or equipment manufacturer shall be responsible for all costs of warranty repair work including removal, shipping, reinstallation and re-start-up during the maintenance period.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Products: Whenever materials or equipment are described using a certain brand, make, supplier, manufacturer or by specification, such naming shall be regarded as a standard and be intended to convey function, design features, general style, type, materials of construction, character and quality of material or equipment, serviceability and other essential characteristics inherent in the named product.
- B. Other materials may be considered by the *ENGINEER* in accordance with the provisions of *Section 01 25 13, Substitutions*.
- C. Acceptable Manufacturers:
 - 1. Hoffman Engineering
 - 2. Stahlin Enclosures (Division of RobRoy Industries)
 - 2. Or equivalent.

2.02 HINGED COVER ENCLOSURES

- A. Construction: NEMA 250; Type 12 unless indicated otherwise on Drawings.
- B. Finish: Manufacturer's standard enamel finish.
- C. Covers: Continuous hinge, held closed by flush latch operable by screwdriver.
- D. Sub-panel for mounting terminal blocks or electrical components: 14-gage steel, white enamel finish.
- E. Size: As indicated on Drawings, or as required.

2.03 TERMINAL BLOCKS AND ACCESSORIES

- A. Terminal blocks: ANSI/NEMA ICS 4; UL listed.
- B. Power terminals: Unit construction, closed-back type, with tubular pressure screw connectors, rated 600 volts.
- C. Signal and control terminals: Modular construction channel-mounted type with flat screw connectors, rated 600 volts.

2.04 FABRICATION

- A. Shop assemble enclosures and cabinets housing terminal blocks or electrical components in accordance with ANSI/NEMA ICS 6.
- B. Provide protective pocket inside front cover with schematic diagram, connection diagram, and layout drawing of control wiring and components within enclosure.

2.05 OTHER MATERIALS

- A All other materials, not specifically described but required for a complete and proper installation of the work of this section, shall be new, first quality of their respective kinds, and as selected by the *CONTRACTOR* subject to the approval of the *ENGINEER*.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Prior to installation of the work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
- B. Verify that work may be completed in strict accordance with the original design and with the manufacturer's recommendations as approved by the *ENGINEER*.
- C. Do not proceed until unsatisfactory conditions are corrected.

3.02 INSTALLATION

- A. Install cabinets and enclosures plumb; anchor securely to wall and/or provide structural supports at each corner, as a minimum.
- B. Provide necessary feet for free-standing equipment enclosures.
- C. Install trim plumb.

3.03 CLEANING

- A. Comply with requirements of *Section 01 74 14, Cleaning*.

- B. Remove and dispose of all debris.

PART 4 - PAYMENT

4.01 CABINETS AND ENCLOSURES

- A. Quantity and Payment: No separate payment shall be made for this item. Include all costs for *CABINETS AND ENCLOSURES* in the prices bid for the various related items of work as designated in the *BID*.

****END OF SECTION****

SECTION 26 27 26
(16141)
WIRING DEVICES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work included:

1. Wall switches.
2. Receptacles.
3. Device plates and box covers.

B. Related work:

1. Other sections of the *Specifications*, not referenced below, shall also apply to the extent required for proper performance of this work.
2. *Section 01 73 29: Cutting and Patching*
3. *Section 26 05 19: Wire and Cable*
4. *Section 26 05 26: Grounding and Bonding for Electrical Systems*
5. *Section 26 05 33: Raceway and Boxes for Electrical Systems*
6. *Section 26 05 53: Electrical Identification*

C. References:

1. NEMA WD 1 - General-Purpose Wiring Devices.
2. NEMA WD 5 - Specific-Purpose Wiring Devices.

1.02 SUBMITTALS

- A. Comply with provisions of *Section 01 33 23, Shop Drawings, Product Data and Samples*.

- B. Manufacturer's product data:
 - 1. Complete list of all materials proposed to be furnished and installed under this section.
 - 2. Specifications and other data required to demonstrate compliance with the specified requirements.
 - 3. Show configurations, finishes and dimensions.
- C. Manufacturer's recommended installation procedures.

1.03 QUALITY ASSURANCE

- A. Qualifications of manufacturer:
 - 1. Products used in the work of this section shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the *ENGINEER*.
- B. Qualifications of workmen:
 - 1. Provide at least one person who shall be present at all times during execution of the work of this section, who shall be thoroughly familiar with the specified requirements and the materials and methods needed for their execution, and who shall direct all work performed under this section.
 - 2. Provide adequate numbers of workmen skilled in the necessary crafts and properly informed of the method and materials to be used.
 - 3. In acceptance or rejection of the work of this section, the *ENGINEER* will make no allowance for lack of skill on the part of workmen.
- C. Basis of acceptance:
 - 1. The manufacturer's installation instructions will provide the basis for acceptance or rejection of the work performed under this section.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Comply with provisions of *Section 01 66 00, Storage and Protection*.

- B. Protection: Use all means necessary to protect the materials of this section before, during, and after installation and to protect the installed work and materials of all other trades.
- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the *ENGINEER* and at no additional cost to the *OWNER*.
- D. Delivery and storage: Deliver all materials to the job site in their original unopened containers with all labels intact and legible at time of use. Store in strict accordance with the manufacturer's recommendations as approved by the *ENGINEER*.

1.05 WARRANTY AND WARRANTY REPAIRS

- A Warranties shall be provided as specified in *Section 01 78 36, Guarantees*. A copy of the manufacturer's warranty shall accompany the shop drawing submittal.
- B The *CONTRACTOR* and/or equipment manufacturer shall be responsible for all costs of warranty repair work including removal, shipping, reinstallation and re-start-up during the warranty period.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Products: Whenever materials or equipment are described using a certain brand, make, supplier, manufacturer or by specification, such naming shall be regarded as a standard and be intended to convey function, design features, general style, type, materials of construction, character and quality of material or equipment, serviceability and other essential characteristics inherent in the named product.
- B. Other materials may be considered by the *ENGINEER* in accordance with the provisions of *Section 01 25 13, Substitutions*.

2.02 WALL SWITCHES

- A. Acceptable manufacturers:
 - 1. Bryant
 - 2. Hubbell

3. Leviton
4. Or equivalent.

B. Wall switches for lighting circuits:

1. NEMA WD1; Industrial specification grade AC general use snap switch with toggle handle, back and side wired, rated 20 amperes and 120-277 volts AC. Handle: Color: Brown, Ivory or per drawings. Leviton Catalog Nos. 1221-2 (single pole) and 1222-2 (double pole) or equivalent.

2.03 RECEPTACLES

A. Acceptable manufacturers:

1. Bryant
2. Hubbell
3. Leviton
4. Or equivalent.

B. Receptacles:

1. Convenience and straight-blade receptacles: NEMA WD 1.
2. Locking-blade receptacles: NEMA WD 5.
3. Convenience receptacle configuration: NEMA WD 1 Type 5-20R; Industrial specification grade, steel strap, back and side wired, duplex rated 20A, 125V. Face color: Brown, Ivory or per drawings. Leviton Catalog #5362 or equivalent.
4. Specific-use receptacle configuration: NEMA WD 1 or WD 5 Type as indicated on Drawings; brown plastic face.
5. GFCI Receptacles: NEMA WD 1 Type 5-20R; Duplex convenience receptacle hospital grade, feed-through, rated 20A, 120VAC with integral ground fault current interrupter. Face color: Brown, Ivory, or per drawings. Leviton Catalog #6898-HG or equivalent.

2.04 WALL PLATES

A. Acceptable manufacturers:

1. Bryant

2. Crouse Hinds
3. Hubbell
4. Leviton
5. Raco
6. Or equivalent.

B. Wall plates:

1. Decorative cover plate: Smooth stainless steel, or plastic with color matching switch or receptacle.
2. Weatherproof cover plate: Gasketed cast aluminum or rust-inhibiting iron alloy with hinged gasketed device covers.
3. Unfinished areas: Galvanized steel.

2.05 OTHER MATERIALS

- A. All other materials, not specifically described but required for a complete and proper installation of the work of this section, shall be new, first quality of their respective kinds, and as selected by the *CONTRACTOR* subject to the approval of the *ENGINEER*.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Prior to installation of the work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
- B. Verify that work may be completed in strict accordance with the original design and with the manufacturer's recommendations as approved by the *ENGINEER*.
- C. Do not proceed until unsatisfactory conditions are corrected.

3.02 INSTALLATION

- A. Install wall switches 48 inches above floor, "OFF" position down.

- B. Install convenience receptacles 24 inches above floor, or 6 inches above counters; with grounding pole on top, or as indicated on drawings.
- C. Install specific-use receptacles at heights shown on Contract Drawings.
- D. Install decorative plates on switches, receptacles, and blank outlets in finished areas, using jumbo sizes plates for outlets installed in masonry walls.
- E. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface-mounted outlets.
- F. Install devices and wall plates flush and level.
- G. Install weather-protective, rust-inhibiting, cast-iron, gasketed, alloy plates in hard service areas.
- H. Colors of switches and receptacles shall be brown when used with dark colored walls, ivory when used with light colored walls or per drawings.

3.03 CLEANING

- A. Comply with requirements of *Section 01 74 14, Cleaning*.
- B. Remove and dispose of all debris.

PART 4 - PAYMENT

4.01 WIRING DEVICES

- A. Quantity and Payment: No separate payment shall be made for this item. Include all costs for *WIRING DEVICES* in the prices bid for the various related items of work as designated in the *BID*.

****END OF SECTION****

SECTION 28 31 11
(13851)
ADDRESSABLE FIRE ALARM AND NOTIFICATION SYSTEM

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work Included:

1. Addressable fire alarm and notification system for the Church Store Building.
2. The system shall be in full compliance with National and Local Codes.
3. The requirements of the specification shall be considered minimum for the system supplied.
4. All equipment shall be new, current and state-of-the-art. Products shall be of a single manufacturer regularly engaged in the manufacture and sale of similar fire detection systems and devices for over ten (10) years.
5. The system as shall be supplied, installed, tested, documented by the Contractor and approved by the local Authority Having Jurisdiction. It shall be turned over to the *OWNER* in an operational condition.
6. In the interest of job coordination and responsibilities the Contractor shall contract with a single supplier for fire alarm equipment, system layout, programming, inspection and tests. Supplier shall provide a "UL Listing Certificate" for the complete system.
7. System shall be 100% compatible with the County's network command center equipment hardware and software and shall include all communications devices and programming required to integrate this system with the network. System shall be Siemens Fire Safety FireFinder XLS to meet project requirements. Programming and testing of NCC WAN computers and all network modes must be performed by current County contracted vendor. Contact County for details.
8. County will provide a Full Duplex Data Analog Circuit (FDDA) for connection to the County Wide Area Network. Contractor to provide all required network interface modules (NIM-1M/1W) to communicate with

the network. Network interface modules to be factory configured for the County's network communication parameters. These parameters will be provided by the County's preferred software vendor. Successful bidder shall sub-contract with the County of Union's preferred software vendor for programming and access to the Network Command Center.

9. New network node must report to NCC WAN.

B. Related work:

1. Other sections of the specifications, not referenced below, shall also apply to the extent required for proper performance of this work.
2. *Section 01 71 14: Cleaning*
3. *Section 26 05 00: Basic Electrical Requirements*
4. *Section 26 05 03: Equipment Wiring Systems*
5. *Section 26 05 19: Wire and Cable*
6. *Section 26 05 26: Grounding and Bonding for Electrical Systems*
7. *Section 26 05 33: Raceway and Boxes for Electrical Systems*
8. *Section 26 05 53: Electrical Identification*

1.02 REFERENCES

- A. The publications listed below form a part of this publication to the extent referenced. The publications are referenced in the text by the basic designation only. The latest version of each listed publication shall be used as a guide unless the authority having jurisdiction has adopted an earlier version.
- B. Factory Mutual (FM):
1. FM Approval Guide.
- C. National Fire Protection Association (NFPA):
1. NFPA 70; National Electrical Code.
 2. NFPA 72; National Fire Alarm Code.

3. NFPA 101; Life Safety Code.
- D. Underwriters' Laboratories, Inc. ("UL"):
1. UL 864; Control Panels.
 2. UL 268; Smoke Detectors.
 3. UL 268A; Smoke Detectors (HVAC).
 4. UL1480; Speakers for Fire Protection Signaling Systems
 5. UL 1971; Standard for Visual Signaling Appliances.
- E. Building Codes:
1. The Uniform Construction Code of the State of New Jersey, N.J.A.C. 5:23-1, et. seq.
 2. International Building Code, 2006, New Jersey Edition

1.02 SUBMITTALS

- A. Comply with provisions of *Section 01 33 23, Shop Drawings, Product Data and Samples*.
- B. Product data and calculations:
1. Complete list of all materials proposed to be furnished and installed under this section.
 2. Specifications and other data demonstrating compliance with the specified requirements.
 3. Power calculations.
 - a. Battery capacity calculations. Battery size shall be a minimum of 125% of the calculated requirement.
 - b. Supervisory power requirements for all equipment.
 - c. Alarm power requirements for all equipment.

- d. Power supply rating justification showing power requirements for each of the system power supplies.
 - e. Voltage drop calculations for NAC wiring runs demonstrating worst-case condition. Show capability of 25 or 70.7 vrms circuits for wire runs.
 - 4. NAC circuit design shall incorporate a 15% spare capacity for future expansion.
 - 5. Complete manufacturers catalog data including supervisory power usage, alarm power usage, physical dimensions, and finish and mounting requirements.
 - 6. Submit manufacturer's requirements for testing Device Loop Card circuits and device addresses prior to connecting to control panel. At a minimum the following tests shall be required; device address, the usage (Alarm, Supervisory, etc), environmental compensation, temperature ratings for thermal detectors and smoke detector sensitivities. This requirement shall need approval before any wiring is connected to the control panel.
- C. Shop drawings:
- 1. Provide a fire alarm system function matrix as referenced by NFPA 72, Figure A.10.6.2.3 (9). Matrix shall illustrate alarm input/out events in association with initiation devices. Matrix summary shall include system supervisory and trouble output functions. Include any and all departures, exceptions, variances or substitutions from these specifications and/or drawings at time of bid.
- D. Manufacturer's recommended installation procedures.

1.03 QUALITY ASSURANCE

- A. Qualifications of manufacturer:
- 1. Products used in the work of this section shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the *ENGINEER*.

B. Qualifications of workmen:

1. Alarm Contractors in the State of New Jersey shall have a license and business permit in accordance with N.J.S.A. 45:5A-25 of the "Electrical Contractors Licensing Act."
2. Provide at least one person who shall be present at all times during execution of the work of this section, who shall be thoroughly familiar with the specified requirements and the materials and methods needed for their execution, and who shall direct all work performed under this section.
3. Provide adequate numbers of workmen skilled in the necessary crafts and properly informed of the method and materials to be used.
4. In acceptance or rejection of the work of this section, the *ENGINEER* will make no allowance for lack of skill on the part of workmen.

C. Basis of acceptance:

1. The manufacturer's installation instructions will provide the basis for acceptance or rejection of the work performed under this section.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Comply with provisions of *Section 01 66 00, Storage and Protection*.
- B. Protection: Use all means necessary to protect the materials of this section before, during, and after installation and to protect the installed work and materials of all other trades.
- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the *ENGINEER* and at no additional cost to the *OWNER*.
- D. Delivery and storage: Deliver all materials to the job site in their original unopened containers with all labels intact and legible at time of use. Store in strict accordance with the manufacturer's recommendations as approved by the *ENGINEER*.

1.05 WARRANTY AND WARRANTY REPAIRS

- A. Warranties shall be provided as specified in *Section 01 78 36, Guarantees*. A copy of the manufacturer's warranty shall accompany the shop drawing submittal.
- B. The contractor shall warranty the entire system for electrical and mechanical failures for a period one year. The warranty shall begin with the completion of the acceptance testing or when beneficial use to the owner is determined.
- C. The *CONTRACTOR* and/or equipment manufacturer shall be responsible for all costs of warranty repair work including removal, shipping, reinstallation and re-start-up during the warranty period.

1.06 OPERATION AND MAINTENANCE MANUALS

- A. Operation and maintenance manuals shall be provided in accordance with *Section 01 78 23, Operation and Maintenance Data*.
- B. Manuals in final form shall be available a minimum of five (5) working days prior to the instruction of the *OWNER'S* personnel.
- C. System documentation shall be supplied to the *OWNER* and shall include but not be limited to the following:
 - 1. System record drawings and wiring details including one set of reproducible drawings, and a CD with copies of the record drawings.
 - 2. System Operating, Installation and Maintenance Manuals.
 - 3. System matrix showing input signals to output commands.

1.07 MAINTENANCE

- A. Spare parts and maintenance materials:
 - 1. Provide the following spare parts:
 - a. Three (3) addressable heat detectors.
 - b. Three (3) smoke detectors.
 - c. One (1) strobe/horn

- d. Five (5) spare keys.

B. Maintenance Services:

1. The fire alarm system contractor or manufacturer shall offer for the owner's consideration at the time of system submittal a priced inspection, maintenance, testing and repair contract in full compliance with the requirements of NFPA 72.
2. The contractor performing the contract services shall be qualified to maintain ongoing certification of the completed system.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Proprietary Products: Whenever materials or equipment are described using a certain brand, make, supplier, manufacturer or by specification, such naming shall be regarded as a standard and be intended to convey function, design features, general style, type, materials of construction, character and quality of material or equipment, serviceability and other described essential characteristics.
- B. Other materials may be considered by the *ENGINEER* in accordance with the provisions of *Section 01 25 13, Substitutions*.
- C. Acceptable Manufacturers:
 1. Siemens Fire Safety
8 Fernwood Road
Florham Park, NJ 07932
Tel: (973) 593-2600
 2. Or equivalent.

2.02 CONTROL PANEL:

- A. The fire alarm control panel shall be microprocessor based using multiple microprocessors throughout the system providing rapid processing of smoke detector and other initiation device information to control system output functions. There shall be a watchdog circuit, which shall verify the system processors and the software program. Problems with either the processors or the system program the panel shall activate a trouble signal, and reset the panel. The

system modules shall communicate with an RS 485 network communications protocol. All module wiring shall be to terminal blocks, which will plug into the system card cage. The blocks shall be color coded to prevent accidental crossing of wiring. The basic system shall have capabilities for 252 intelligent initiation devices and can be expanded up to 2500 intelligent initiation devices. It shall have the ability to accommodate the following types of cards in the quantity required for a complete and operational system.

- B. The Device Loop Card (DLC) shall be capable of 252 intelligent devices distributed between two SLC circuits. Any trouble on one circuit shall not affect the other circuit. This module controls the signaling from the initiation devices reporting alarms and troubles to the control panel. This module shall also provide the signaling to the field devices for the controlling the output of specific initiation devices. The on board microprocessor provides the DLC with the ability to function even if the main microprocessor fails. LED's on the board shall provide annunciation for the following; Power, Card Failure, Network Failure, Ground Fault, Alarm, Trouble, Short Zone 1, Short Zone 2, Style 6 Open Zone 1, Style 6 Open Zone 2. This card shall plug into the system card cage. The card shall be model number DLC.
- C. The Person Machine Interface (PMI) shall provide the system information on ¼ VGA monochrome LCD, with Touch Screen and LED display. Graphic user interface shall be menu driven with 4 tabs showing the level and the total events for each tab. The tabs shall be Alarm, Supervisory, Trouble and Security. Each level shall show 5 events simultaneously. The LED displays shall indicate Power, Audibles On or Silenced, and Partial System Disabled. Systems not having the above LED's shall provide separate LED's within the control panel enclosure with appropriate labels. Selection buttons shall be backlit to aid the operator in the selection process. There shall be controls for scrolling throughout the event list. A button shall provide zoom in zoom out for the amount of information desired for a specific entry. The PMI shall be capable of monitoring the power supply loading and show available capacity for future expansion planning. The PMI LCD shall provide standard NFPA symbols showing Fire Service Equipment, Hazards and People in the area of alarm. Systems without this type of display shall supply a "UL" listed Graphics package with their system. The LCD shall have a keyboard screen to allow the technician ability to enter test and numbers for passwords or text changes. The module shall be model number PMI.
- D. The Zone Indicating Card (ZIC) shall contain 4 NAC circuits rated at 4 amps each with power-limited outputs. The zone inputs for the card shall be isolated and independently supervised. There shall be at least 3 unique codes/signals for each circuit based on system logic. These signals shall be Temporal Code 3 (Evacuation), Steady (Such as "Recall"), and Alert (Such as "Tornado Alert").

The card shall be listed for notification appliances, horns, bells, strobes, and speakers. The card shall also be listed for NFPA 13 Pre-Action Release, Halon 1301, FM200, Lease Line, and Municipal Tie. The card shall have the ability to wire the circuits Style Y or Style Z with outputs synchronized. The card shall have the following LED's to provide trouble shooting and annunciation, Power, Card Failure, Network Failure, Ground Fault, Zone Activation or Trouble. This card shall plug into the system card cage. The card shall be model number ZIC-4A.

- E. The Conventional Detection Card (CDC) shall have 4 circuits of conventional initiation circuits. Each zone shall be capable of supporting 30 smoke detectors and an unlimited number of contact devices. This card shall also have the ability to power and monitor Linear Beam detectors and Flame detectors. The card shall have the ability to wire the circuits Style D or Style B. This card shall plug into the system card cage. The card shall be model number CDC-4.
- F. The Network Interface Card (NIC) shall provide communication between enclosures. The NIC supervises the network to insure proper operation. Any faults that are detected shall be reported to the PMI for annunciation. The NIC shall isolate short circuits to each individual segment of the network. If a short occurs only the segment between the NIC will be affected. The card shall have the ability to provide Style 4 or 7 network wiring configurations. The card shall plug into the system card cage. The card shall have as the minimum the following diagnostic LED's; Power, Card Fail, CAN Fail, Hnet Fail, Xnet Fail, GND Fault, Loop A Fail, Loop B Fail, Networks - Style 7, Style 4, Gnd Fault Enabled, GND Fault Disabled. This card shall plug into the system card cage. The card shall be model number NIC-C.
- G. The Controllable Relay Card (CRC-6) shall provide 6 programmable relays. Each relay shall have SPDT contacts rated at 4 amps at 30VDC/120VAC resistive and 3.5 amps, 120VAC inductive. The card shall plug into the system card cage. The card shall have as a minimum the following diagnostic LED's; Power, Card Fail, Hnet Fail, 24V Fail, Relay 1, Relay 2, Relay 3, Relay 4, Relay 5, Relay 6 activation. This card shall plug into the system card cage. The card shall be model number CRC-6.
- H. Where required to monitor a large amount of relays, provide a Supervised Input Module (SIM), which will monitor up to 16 inputs and includes two Form C contacts rated at 1 amp at 24 VDC resistive. Each input shall be individually programmed for supervised or non-supervised circuits. This module shall be connected to a system network. The module shall be model number SIM-16.
- I. Where required for control of relays or LED's the Output Control Module (OCM) shall provide 16 open collector outputs to operate LED's, incandescent

lamps or relays as needed. The module shall contain a local audible output, Lamp Test and local audible silence. All circuits shall be power limited. This module shall be connected to the system network. The module shall be model number OCM-16.

- J. The system card cage shall provide the mounting of all system cards, field wiring, and panel's inter-card wiring. The terminal strips for the cards shall be color-coded to eliminate the possibility of making the wrong connection. All power limited field wiring shall connect to the top of the card cage. All non-power limited internal wiring shall be connected to the bottom of the card cage. The card cage shall hold the systems cards and have capability of connecting multiple card cages to meet system demands. The card cage shall be model number CC-2 or CC-5.
- K. System response time from alarm to output shall not exceed four (4) seconds.
- L. To expedite system troubleshooting, the system cards shall have ground fault detection, and diagnostic LED's by card.
- M. All system cards and modules shall have Flash memory for downloading the latest module firmware.

2.03 POWER SUPPLY

- A. The system Power Supply/Charger (PSC) shall be a 12-amp supply with battery charger. The power supply shall be filtered and regulated. The power supply shall have a minimum of 1 power limited output rated at 4 amps, and a minimum of 1 output rated at 12 amps. The system power supply can be expanded up to 48 amps. The auxiliary power supply module shall share common batteries with the primary power supply. The system power supply shall have 4 relays, 1 for common alarm, one for common trouble and two programmable relays. The power supply shall be rated for 120/240 VAC 50/60 Hz. The module shall be model number PSC-12 or PSX-12.
- B. The battery charger shall be able to charge the system batteries up to 100 AH batteries. Battery charging shall be microprocessor controlled and programmed with a special software package to select charging rates and battery sizes. An optional Thermistor for monitoring battery temperature to control charging rate shall be available.
- C. The power supply shall have a plug for an AC adapter cable, which allows a technician to plug in a laptop computer for up or down loading program information or test equipment.

- D. Transfer from AC to battery power shall be instantaneous when AC voltage drops to a point where it is not sufficient normal operation.

2.04 SYSTEM ENCLOSURES

- A. Provide the enclosure needed to hold all the cards and modules as specified with at least spare capacity for two cards. The enclosure outer door shall be either black or red. Provide the color as to the local AHJ requirements. The outer doors shall be capable of being a left hand open or a right hand open. The inner door shall have a left hand opening. System enclosure doors shall provide where required ventilation for the modules or cards in the enclosure.
- B. Provide system enclosure for all amplifiers. Where required by the manufacturer, provide means for venting heat from the enclosure either by having enclosure sides and top vented or the doors vented.

2.05 LOCAL REMOTE ANNUNCIATORS

- A. The remote annunciator shall be either a system display or a graphic display as indicated on the drawings.
 - 1. The System Status Display (SSD) shall be a 4-line 40-character display with backlit screen for easy viewing. The module shall be connected to the network allowing it to be placed any where on the system. The system display shall have local sounder with system silence control, acknowledgement and system reset. It shall provide local history. The control portion of the annunciator shall be key operated. The module shall be model number SSD.
- B. The annunciators shall receive vectored information such as; all events, Alarm only, Supervisory only, Trouble only, or Security only.

2.06 DEVICE PROGRAMMING UNIT (DPU)

- A. The programming tool shall be used to program the intelligent devices with device addresses. The unit shall test the loop wiring for grounds, opens and shorts. Systems not having this ability shall, test all the above items and provide a written report documenting the testing procedure as required in the submittal section. The unit shall be model number DPU. System supplier shall program all devices prior to placing in operation.

2.07 INTELLIGENT INITIATION DEVICES

- A. All initiation devices shall be insensitive to initiating loop polarity. Specifically, the devices shall be insensitive to plus/minus voltage connections on either Style 4 or Style 6 circuits.
- B. The smoke detector shall be an intelligent digital photoelectric detector with a programmable heat detector. Detectors shall be listed for use as open area protective coverage, in duct installation and sampling assembly installation and shall be insensitive to air velocity changes. The detector communications shall allow the detector to provide alarm input to the system and alarm output from the system within four (4) seconds. Detectors shall be programmable as application specific, selected in software for a minimum of eleven environmental fire profiles unique to the installed location. These fire profiles shall eliminate the possibility of false indications caused by dust, moisture, RFI/EMI, chemical fumes and air movement while factoring in conditions of ambient temperature rise, obscuration rate changes and hot/cold smoke phenomenon into the alarm decision to give the earliest possible real alarm condition report. The intelligent smoke detector shall be capable of providing three distinct outputs from the control panel. The outputs shall be from an input of smoke obscuration, a thermal condition or a combination of obscuration and thermal conditions. The detector shall be designed to eliminate calibration errors associated with field cleaning of the chamber. The detector shall support the use of a relay and LED remote indicator. Low profile, white case shall not exceed 2.5 inches of extension below the finish ceiling. Detector wiring shall not require any special shielded cable. The smoke detector shall be model number HFP-11.
- C. Thermal Detectors shall be rated at 135 degrees Fahrenheit fixed temperature and 15 degrees Fahrenheit per minute rate of rise. Detectors shall be constructed to compensate for the thermal lag inherent in conventional type detectors due to the thermal mass, and alarm at the set point of 135 degrees Fahrenheit. The choice of alarm reporting as a fixed temperature detector or a combination of fixed and rate of rise shall be made in system software and be changeable at any time without the necessity of hardware replacement. The detectors furnished shall have a listed spacing for coverage up to 2,500 square feet and shall be installed according to the requirements of NFPA 72 for open area coverage. The thermal detector shall be model number HFPT-11.
- D. Detector bases shall be low profile twist lock type with screw clamp terminals and self-wiping contacts. Bases shall be installed on an industry standard, 4" square or octagonal electrical outlet box.
 - 1. The model number for the standard base shall be DB-11.

- E. Provide addressable manual stations where shown on the drawings, to be flush or surface mounted as required. Manual stations shall contain the intelligence for reporting address, identity, alarm and trouble to the fire alarm control panel. The manual station communications shall allow the station to provide alarm input to the system and alarm output from the system within less than four (4) seconds. The manual station shall be equipped with terminal strip and pressure style screw terminals for the connection of field wiring. Surface mounted stations where indicated on the drawings shall be mounted using a manufacturer's prescribed matching red enamel outlet box.
1. The single action pull station shall be model number HMS-S.
- F. Addressable Interface Devices shall be provided to monitor contacts for such items as water-flow, tamper, and PIV switches connected to the fire alarm system. These interface devices shall be able to monitor a single or dual contacts. An address will be provided for each contact. Where remote supervised relay is required the interface shall be equipped with a SPDT relay rated for 4 amps resistive and 3.5 amps inductive. The addressable interface modules shall be model number HTRI-D Series.
- G. Where needed a Conventional Zone Module (HZM) shall connect to the Signal Line Circuit, which will allow the use of conventional initiation devices. This module shall have the ability to support up to 15 convention smoke detectors and an unlimited number of contact devices. The module shall have the ability to wire the circuits Style D or Style B. This module shall also be capable of monitoring Linear Beam detectors as well as Flame detectors. The module shall be model number HZM.

2.08 NOTIFICATION APPLIANCES

- A. The horn/strobe appliance as indicated on the drawings shall be a ZH-MC-R or equivalent. The strobe light taps shall be adjustable for 15/75, 30/75, 75, and 110 candela. The appliance shall be red for wall mounting and white for ceiling mounted. Ceiling mounted appliances shall be rated for that application.
- B. The strobe only appliance as indicated on the drawings shall be a ZR-MC-R or equivalent, synchronized strobe light with multiple candela taps to meet the intended application. The strobe light taps shall be adjustable for 15/75, 30/75, 75, and 110 candela. The appliance shall be red for wall mounting and white for ceiling mounted. Ceiling mounted appliances shall be rated for that application.
- C. An alarm extender panel shall be provided where needed. The power supply shall be a minimum of 6 amps. The power supply shall contain four supervised

notification circuits maximum of 3 amps each circuit. The power supply shall contain built-in synchronizing modules for strobes and audibles. There shall be a 3 amp filtered auxiliary power limited output. There shall be a minimum of eight (8) options as to the operations of the inputs and outputs. The model number shall be PAD-3.

2.09 OTHER MATERIALS

- A. All other materials, not specifically described but required for a complete and proper installation of the work of this section, shall be new, first quality of their respective kinds, and as selected by the *CONTRACTOR* subject to the approval of the *ENGINEER*.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Prior to installation of the work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
- B. Verify that work may be completed in strict accordance with the original design and with the manufacturer's recommendations as approved by the *ENGINEER*.
- C. Do not proceed until unsatisfactory conditions are corrected.

3.02 INSTALLATION

- A. Perform work in accordance with the requirements of NFPA 70 and NFPA 72.
- B. Fasten equipment to structural members of building or metal supports attached to structure, or to concrete surfaces.
- C. Conduit shall be run straight and parallel to walls and ceilings. Fastening shall be by the requirements of the NEC. Conduit fills shall not exceed the NEC requirements.
- D. Where approved, limited energy cable installation shall be used. All cable runs shall be run at right angles to building walls, supported from structure at intervals not exceeding 3 feet and where installed in environmental air plenums, be rated

for such use and tied/supported by components listed for environmental air plenums installation.

E. Boxes, Enclosures and Wiring Devices:

1. Boxes shall be installed plumb and firmly in position.
2. Extension rings with blank covers shall be installed on junction boxes where required.
3. Junction boxes served by concealed conduit shall be flush mounted.
4. Upon initial installation, all wiring outlets, junction, pull and outlet boxes shall have dust covers installed. Dust covers shall not be removed until wiring installation when permanent dust covers or devices are installed.
5. "Fire Alarm System" decal or silk-screened label shall be applied to all junction box covers.

F. Conductors:

1. Each conductor shall be identified as shown on the drawings at each with wire markers at terminal points. Attach permanent wire markers within 2 inches of the wire termination. Marker legends shall be visible.
2. All wiring shall be supplied and installed in compliance with the requirements of the National Electric Code, NFPA 70, Article 760, and that of the manufacturer.
3. Wiring for signal line circuits shall be minimum 16 AWG, strobe circuits shall be a minimum 14 AWG, speaker circuits shall be minimum 18 AWG twisted (and meet "UL" 2196 requirements), telephone circuits shall be a minimum 16 AWG twisted.
4. All splices shall be made using solderless connectors. All connectors shall be installed in conformance with the manufacturer recommendations.
5. Crimp-on type spade lugs shall be used for terminations of stranded conductors to binder screw or stud type terminals. Spade lugs shall have upset legs and insulation sleeves sized for the conductors.
6. Permanently label or mark each conductor at both ends with permanent alphanumeric wire markers.

7. A consistent color code shall be used for fire alarm system conductors throughout the installation.
8. The installation contractor shall submit for approval prior to installation of wire, a proposed color code for system conductors to allow rapid identification of circuit types.
9. Wiring within sub panels shall be arranged and routed to allow accessibility to equipment for adjustment and maintenance.

G. Devices:

1. Relays and other devices to be mounted in auxiliary panels are to be securely fastened to avoid false indications and failures due to shock or vibration.
2. Wiring within sub-panels shall be arranged and routed to allow accessibility to equipment for adjustment and maintenance.
3. All devices and appliances shall be mounted to or in an approved electrical box.

H. The Signal Line Circuits (SLC) shall be tested for opens, shorts and communications with all addressable devices installed before connection to the control panel. Systems without this capability shall have a test panel installed for initial testing to eliminate any possible damage short term or long term to the control panel. After initial testing replace the test panel and proceed with complete testing.

3.03 CLEANING

- A. Comply with requirements of *Section 01 74 14, Cleaning*.
- B. Remove and dispose of all debris.

3.04 FIELD QUALITY CONTROL

- A. Testing – General:
 1. All Alarm Initiating Devices shall be observed and logged for correct zone and sensitivity. These devices and their bases shall be tagged with

adhesive tags located in an area not visible when installed, showing the initials of the installing technician and date.

2. Wiring runs shall be tested for continuity, short circuits and grounds before system is energized. Resistance, current and voltage readings shall be made as work progresses.
3. A systematic record shall be maintained of all readings using schedules or charts of tests and measurements. Areas shall be provided on the logging form for readings, dates and witnesses.
4. The acceptance inspector shall be notified before the start of the required tests. All items found at variance with the drawings or this specification during testing or inspection by the acceptance inspector shall be corrected.
5. Test reports shall be delivered to the acceptance inspector as completed.
6. The installing contractor shall provide instruments, tools and labor required to conduct the system tests.
7. The following equipment shall be a minimum for conducting the tests:
 - a. Ladders and scaffolds as required to access all installed equipment.
 - b. Multimeter for reading voltage, current and resistance.
 - c. Two-way radios, and flashlights.
 - d. A manufacturer recommended device for measuring airflow through air duct smoke detector sampling assemblies.
 - e. Decibel meter.
8. In addition to the testing specified to be performed by the installing contractor, the installation shall be subject to test by the *ENGINEER* and the Authority Having Jurisdiction.

B. Acceptance Testing:

1. A written acceptance test procedure (ATP) for testing the fire alarm system components and installation will be prepared by the *ENGINEER* in accordance with NFPA 72 and this specification. The contractor shall be responsible for the performance of the ATP, demonstrating the function of

the system and verifying the correct operation of all system components, circuits, and programming.

2. A program matrix shall be prepared by the installing contractor referencing each alarm input to every output function affected as a result of an alarm condition on that input.
3. The installing contractor prior to the ATP shall prepare a complete listing of all device labels for alphanumeric annunciator displays.
4. The acceptance inspector shall use the system record drawings in combination with the documents specified under paragraph 3.01 during the testing procedure to verify operation as programmed. In conducting the ATP, the acceptance inspector shall request demonstration of any or all input and output functions.
5. The items tested shall include but not be limited to the following:
 - a. System wiring shall be tested to show the following results and the system subsequence operation:
 - (1) Open, Shorted or Grounded Circuits.
 - (2) Primary and Battery power disconnected.
 - b. System notification circuits and appliances operate as programmed. Audibility and Visual levels meet required standards.
 - c. System shall demonstrate the correct messages at the FACP and Remote Annunciator.
 - d. System off site reporting shall be verified for alarm, supervisory, trouble and NCC Graphics at each reporting computers (3).
 - e. System shall be tested for stand-by battery back up as outlined in this specification.

3.05 INSTRUCTIONS

- A. The manufacturer's representative shall instruct the *OWNER'S* operating personnel, at a time designated by the *OWNER*, as to the proper method of operation and recommended maintenance procedures.

- B. The scheduling of the instruction shall be at the convenience of the *OWNER* and may not coincide with the start-up inspection.
- C. Training shall be furnished as follows:
 - 1. Training in the receipt, handling and acknowledgment of alarms.
 - 2. Training in the system operation including manual control of output functions from the system control panel.
 - 3. The total training requirement shall be a minimum of two (2) hours, but shall be sufficient to cover all items specified. Two (2) such training sessions shall be provided.

PART 4 - PAYMENT

4.01 ADDRESSABLE FIRE ALARM AND NOTIFICATION SYSTEM

- A. Unless otherwise noted in the Proposal Section, no separate payment shall be made for this item.
- B. Include all costs for *ADDRESSABLE FIRE ALARM AND NOTIFICATION SYSTEM* in the prices bid for the various related items of work as designated in the Proposal.

****END OF SECTION****