

STOCKTON UNIVERSITY

Atlantic City Residential Building: Boardwalk Retail Space Fit-Out

PROJECT MANUAL

Bid No. B200018

Table of Contents

Instructions to Bidders

General Conditions for Construction

Safety Manual

Project Labor Agreement

Instructions to Bidders

STOCKTON UNIVERSITY



GENERAL CONDITIONS (INSTRUCTION TO BIDDERS)

INSTRUCTIONS TO BIDDERS

IB1. Bid Proposals

IB1.1. Sealed proposals for the work described herein must be received at **Stockton University**, 101 Vera King Farris Drive Galloway, NJ 08205- 9441. The closing date and time for bids will be stated in the Advertisement and Invitation to Bid. Bidders are cautioned that reliance on the US Postal Service, other mail delivery, and/or courier service for timely delivery of proposals is at the bidders' risk. Failure by a bidder to have a sealed proposal reach the University by the prescribed time will result in a return of the unopened submission.

The time for receipt is firm. Respondents mailing proposals should allow for normal mail delivery time and internal circulation within the University to ensure the timely receipt of their proposals by the Purchasing Office. The University will not be responsible for proposals which do not meet the above deadline.

INSTRUCTIONS FOR MAILING AND/OR DELIVERING THE PROPOSAL FORMS

If submitting the proposal by regular mail, address to:

Purchasing Department
Stockton University
101 Vera King Farris Drive
Upper N Wing
Galloway, NJ 08205-9441

If submitting the proposal by hand or other special courier delivery, proposals should be addressed to and will be received at the following location:

Purchasing Department
Stockton University
101 Vera King Farris Drive
Upper N Wing
Galloway, NJ 08205-9441

Proposals shall be sealed and indicate the Bid Number on the envelope to distinguish it from other bids being received by Stockton University.

IB1.2. Contractors who are prequalified by the New Jersey Division of Property Management and Construction (DPMC) may obtain contract documents at Stockton University (SU), or at the Architects/Engineer (A/E) of record offices, or upon written request, subject to payment of applicable fees. Each bidder is herewith put on notice that its general classification by DPMC is not the sole basis for qualification for the award of work. SU reserves the right to deny award to any bidder that is not clearly responsible, based upon experience, past performance, financial capability or other material factors, to perform the work required herein.

IB1.3. Upon request and at no cost, SU will furnish a set of the contract documents for review in the offices of the Facilities Planning Department at the address noted in Paragraph IB1.1 above.

IB1.4. Bid proposals based upon the plans, specifications, general, special and supplementary conditions and addendums shall be deemed as having been made by the contractor with full knowledge of the conditions therein. Bidders are required to visit the site prior to submitting proposals for the work herein described, and to have thoroughly examined the conditions under which the contract is to be executed, including those reasonably observable conditions of the premises which would hinder, delay, or otherwise affect the performance of the contractor required under the terms of the contract.

SU will not allow claims for additional costs as a result of the contractor's failure to become aware of the reasonably observable conditions affecting its required performance. The bidder is required to make appropriate allowances in the preparation of the bid for the accommodation of such conditions. Bidders must warrant in the bid documents that the bidder is familiar with conditions existing at the site at the time the bid is submitted.

IB1.5. Bid proposals shall be submitted on the standard form provided by SU, enclosed in a sealed envelope. The name and address of the bidder must be indicated on the envelope, as well as indication of SU project number, project location and other appropriate identification.

IB1.6. All amounts in the bid documents shall be stated in numerical figures only.

IB1.7. The Prime bidder must include in the bid envelope: (1) the proposal signed by the bidder, (2) the executed affidavit of non-collusion, (3) the bid security as further described in Section IB6, and (4) all other submittals as may be requested by the bid documents at the time of the bid opening date.

IB1.8. Proposals shall remain open for acceptance and may not be withdrawn for a period of 60 calendar days after the bid opening date.

IB1.9. Proposals not submitted and filed in accordance with instructions contained herein and in the Advertisement for Bids may be considered informal and rejected as non-responsive.

IB2. Bid Modification

IB2.1. A bidder may modify its bid proposal by telegram or letter at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the SU prior to such closing time. A written confirmation of any telegraphic modification signed by the bidder must have been mailed and time-stamped by the US Postal Service prior to specified closing time. Such confirmation shall be accompanied by a newly executed affidavit of non-collusion.

IB2.2. Telegraphic communications shall not reveal the basic bid price but shall only provide the amount to be added, subtracted or modified so that the final prices or terms will not be revealed until the sealed proposal is opened. If written confirmation of the telegraphic modification is not received prior to the scheduled closing time, no consideration will be given to the telegraphic modification.

IB2.3. Bids may be withdrawn upon receipt of a bidder's written request prior to the time fixed for the bid opening. A bidder's right to withdraw a bid is lost after a bid has been opened. If an error has been made in the bid amount, request for relief from the bid may be made in writing to SU. The written request shall be signed by an authorized corporate officer. A determination of whether the bidder will be released shall be at the sole discretion of SU, who shall issue a finding within five working days of receipt of all pertinent information relating to such request for relief.

IB3. Consideration of Bids

IB3.1. Award of Contracts or Rejection of Bids:

- a.** Contracts will be awarded to the lowest responsible bidder. The awards will be made, or the bids rejected, within 60 calendar days from the date of the opening of bids.
- b.** SU reserves the right to waive any bid requirements when such waiver is the most advantageous to the University, and where such waiver is permitted by law. Such waiver shall be at the sole discretion of SU.
- c.** SU reserves the right to reject any and all bids when such rejection is most advantageous to the University pursuant to the State College Contracts Law N.J.S.A. 18A:64-66. SU also may reject the bid of any bidder which, in SU's judgment, is not responsible or capable of performing the contract obligations based on financial capability, past performance, or experience. A bidder whose bid is so rejected may request a hearing before SU by filing a written notice within 3 (three) days of the issuance date of the intent to award letter.

IB3.2. The bidder to be awarded the contract shall execute and deliver the requisite contract documents, including payment and performance bonds, within the time specified. Upon the bidder's failure or refusal to comply in the manner and within the time specified, SU may either award the contract to the next low responsible bidder or re-advertise for new proposals. In either case, SU may hold the defaulting bidder and its surety liable for the difference between the applicable sums quoted by the defaulting bidder and the sum which SU may be obligated to pay to the contractor which is contracted to perform and complete the work of the defaulting bidder.

IB4. Awards

IB4.1. In executing a contract, the successful bidder agrees to perform the required work in a good and workmanlike manner to the reasonable satisfaction of SU, and to complete all work within the number of calendar days specified in its Contract.

IB4.2. Successful bidders will be notified of the time and place for the signing of contracts. Key requirements in the conduct of the contract, including, but not limited to, the number of days of performance of the contract, manner and schedule of payments, and other administrative details will be reviewed at the award meeting. The time and place of the first job meeting will be announced at the award meeting.

IB4.3. Add and Deduct Alternates are not listed in the Bid Proposal form in any particular sequence. SU shall have complete discretion as to which such Alternates, if any, it will actually select for incorporation into the contract. The contract will be awarded by SU to the responsive and responsible bidder who submits the lowest price for the base bid plus all of the Add/Deduct Alternates, if any, actually selected by SU.

IB4.4. Should submission of unit prices be required for specified items of work in bid proposal, they will be considered in the evaluation of bids.

IB4.5. Allowances shall be included in the lump sum base bid. The allowances are to be expended at the discretion of SU and with advance written approval. Any unused portion of this allowance should be credited back to the University against the Total Lump Sum Bid Amount.

IB5. Qualification of Bidders

IB5.1. If the successful bidder is a corporation not organized under the laws of the State of New Jersey or is not authorized to do business in this State, the awards of the contract shall be conditioned upon the prompt filing by the said corporation of a certificate to do business in this State and complying with the laws of this State in that regard. This filing must be made with the Department of State. No award of contract will be made until the Department of State confirms this authorization.

IB5.2. SU reserves the right to reject a bidder at any time prior to the signing of a contract if information or data is obtained which, in the opinion of SU, adversely affects the responsibility and/or the capability of the bidder to undertake and to complete the work, regardless of the bidder's previous qualification or classification. SU may conduct any investigation as it deems necessary to determine the bidder's responsibility and capacity, and the bidder shall furnish all information and data for this purpose as requested by SU.

IB5.3. Each bidder must be prequalified by New Jersey Division of Property Management and Construction (DPMC) in accordance with the provisions of the classification statute (N.J.S.A. 52:35-1, *et seq.*). In the case of a single bid for all of the work, the bidder shall include in the bid the names of its principal subcontractors, if applicable, who must be DPMC prequalified also.

IB5.4 Each bidder is required to make a good faith effort to meet the subcontracting targets of awarding a total of twenty-five (25) percent of the value of this contract to SBE firm as more fully described in Appendix C known as “Exhibit B” in the Bid Proposal Form. Only SBE firms properly registered as such with the State of New Jersey Small Business Set Aside Program through the Division of Revenue and Enterprises Services will be considered in determining whether the bidder has met the contract goals. A database of registered SBE firms is available at:

<http://www.nj.gov/njbusiness/contracting/services/njsavi/>

IB5.5 At the time of the bid due date, the bidder and the subcontractors must be registered in accordance with “The Public Works Contractor Registration Act” (N.J.S.A. 34:11-56.48 *et seq.*) All questions regarding registration should be addressed to:

Contractor Registration Unit New
Jersey Department of Labor and
Workforce Development
Division of Wage and Hour Compliance
P O Box 389
Trenton, New Jersey 08625-0389
Telephone: 609-292-9464
Fax: 609-633-8591

IB6. Deposit and Bid Bond

IB6.1 The Proposal, when submitted, shall be accompanied by a bid bond satisfactory to the SU, certified check or cashier’s check for the sum of not less than ten percent (10%) of the price submitted for the base bid plus all the Add Alternates. The Bid Bond shall be properly filled out, signed, and witnessed

IB6.2 The Bid Bond shall be accompanied by a copy of the power of attorney executed by the Surety Company or companies. The power of attorney shall set forth the authority of the attorney-in-fact who has signed the bond on behalf of the surety company to bind the company and shall further certify that such power is in full force and effect as of the date of the bond.

IB6.3 If the bidder whose proposal is accepted is unable to provide the performance and payment bonds or fails to execute a contract, then such bidder and the bid bond surety,

where applicable, shall be obligated to pay to SU the difference between the amount of the bid and the amount which SU contracts to pay another party to perform the work. The bidder and the surety shall pay, upon demand, the entire amount of SU's difference in cost. Should there be a deficiency in excess of the bid deposit; the bidder shall make immediate payment to SU for any such deficiency. Nothing contained herein shall be construed as a waiver of any other legal remedies that SU may have against the contractor.

IB7. Performance and Payment Bond

IB7.1. The successful bidder shall furnish, within ten calendar days after the intent to award letter, both a performance bond substantially in statutory form required by N.J.S.A. 2A:44-147 in an amount equal to one hundred percent (100%) of the total contract price as security for the faithful performance of this contract and a payment bond in statutory form in amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons and firms performing labor and furnishing materials in connection with this contract. The performance bond and the payment bond may be combined or in separate instruments in accordance with law. No contract shall be executed unless and until each bond is submitted to and approved by SU. The surety must be presently authorized to do business in the State of New Jersey.

IB7.2. The cost of bonds shall be paid for by the Contractor.

IB7.3. If at any time SU, for justifiable cause, is dissatisfied with any surety which has issued or proposes to issue a performance or payment bond, the contractor shall, within ten calendar days after notice from SU to do so, substitute an acceptance bond (or bonds). The substituted bond(s) shall be in such form and sum and executed by such other surety or sureties as may be satisfactory to SU. The premiums on such bond(s) shall be paid by the contractor.

No contract shall be executed and/or no payment made under a contract until the new surety or sureties shall have furnished such an acceptable bond to SU.

IB7.4. Bonds must be legally effective as of the date the contract is signed. Each must indicate the contractor's name exactly as it appears on the contract. Current attorney-in-fact instruments and financial statement of the surety must be included with the bonds. Bonds must be executed by an authorized officer of the surety. Bonds furnished under this section shall be issued by a surety that meets the standards set forth in N.J.S.A. 18A:64-68 et seq. including the requirement that the surety shall hold a current certificate of authority issued by the United States Secretary of Treasury, pursuant to 31 U.S.C. section 9305, that is valid in the State of New Jersey as listed annually in the United States Treasury Circular 570.

The Payment and Performance Bond shall be accompanied by a completed "Surety Disclosure Statement and Certification" substantially in the form prescribed in N.J.S.A. 18A:68-68 (e) and executed by the authorized representative for the Surety.

The "Surety Disclosure Statement and Certification" form is attached to the Bid Proposal Form known as "Exhibit A".

IB8. Addendums and Interpretations

IB8.1. No interpretation of the meaning of the plans, specifications or other pre-bid documents will be provided to any bidder unless such interpretation is made in writing to all prospective bidders prior to the opening of bids. Any such interpretations must be identified in bid proposals submitted. Any interpretations which are not entered in accordance with this provision shall be unauthorized and not binding upon SU.

IB8.2. Every request for an interpretation relating to clarification or correction of the plans, specifications, or other bid documents must be made in writing, addressed to SU. Any and all interpretations, clarifications or corrections and any supplemental instructions must be issued by SU in the form of written addendums. The notice of these addendums will be publicly advertised and notification sent to all prospective bidders not later than seven (7) business days prior to the date of the opening of bids. All addendums issued shall become part of the contract documents and should be acknowledged in all bid proposals. Failure of a bidder to acknowledge receipt of all such addendums and interpretations by the time of bid opening could result in its proposal being considered non-responsive, at the option of SU.

IB8.3. Each bidder shall be responsible for thoroughly reviewing the contract documents prior to the submission of bids. Bidders are advised that no claim for expenses incurred or damages sustained on account of any error, discrepancy, omission, or conflict in the contract documents shall be recognized by SU unless, and only to the extent that, a written request for interpretation, clarification or correction has been submitted in compliance with Section IB8.2 and provided the matter has not been addressed by SU through the issuance of an addendum interpreting, clarifying or correcting such error, discrepancy, omission or conflict.

IB9. Assignments

IB9.1. The contractor shall not assign all or any part of this contract without written consent of SU. Money due (or to become due) the contractor hereunder shall not be assigned for any purposes whatsoever.

IB10. Federal Excise Taxes and State Sales Tax

IB10.1. In general, bidders, in preparing bids, must take into consideration applicable Federal and State tax laws.

IB10.2. Under Chapter 32 of the Internal Revenue Code, an exemption certificate must be on file with the Director of the Division of Purchase and Property (Number 22-75-005).

IB10.3. Materials, supplies or services for exclusive use in erecting structures or buildings or otherwise improving, altering or repairing all SU-owned property are exempt from the State sales tax.

IB10.4. Bidders must determine the current status and applicability of any tax laws, and the contractor may make no claim based upon any error or misunderstanding as to the applicability of any tax laws.

IB10.5. Purchases or rentals of equipment are not exempt from any tax under the State Sales Tax Act.

IB10.6 SET-OFF FOR STATE TAX

Pursuant to P.L. 1995, c 159, and notwithstanding any provision of the law to the contrary, whenever any taxpayer under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentality, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness.

The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, subject to set-off under this act. The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity of a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c 184 (c.52:32- 32 et seq.) to the taxpayer shall be stayed.

IB11. Restrictive Specifications

IB11.1. Should any bidder determine, before the bid due date, that any portion of the specifications or drawings specify a particular product which can be provided by only one supplier or manufacturer, with the result that competitive prices are not available, the bidder shall immediately notify SU, in writing, of such fact.

IB11.2. If such notice is not given in a timely manner, it shall be assumed that the bidder has included the estimate of such sole source in the bid. However, if SU is notified in a timely manner of the sole source of supply or manufacture, SU may order the product re-bid or take other lawful action.

IB12. Offer of Gratuities

IB12.1. Bidders are advised that the laws of New Jersey (N.J.S.A. 52:34-19) make it a misdemeanor to offer, pay or give any fee, commission, compensation, gift or gratuity to any person employed by SU or any other State Agency. Also, Executive Order #189 (1988) requires that all requests for proposals and contracts issued by the State specify prohibitions on vendor (contractor) activities, the violation of which shall render the vendor liable to ineligibility for

State contracts, pursuant to the debarment procedures set forth in N.J.A.C. 17:19-3.1 *et seq.*
These prohibited activities include the following:

- a.** No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:34D-13b. and e., in the Department of Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
- b.** The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the State Ethics Commission.
- c.** No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g.

Any relationships subject to this provision shall be reported in writing forthwith to the State Ethics Commission, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

- d.** No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e.** No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f.** The provisions cited above in paragraphs IB12.1.a. through e. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same

terms and conditions as are offered or made available to members of the general public subject to any guidelines the State Ethics Commission may promulgate under paragraph IB12.1.c. above.

END OF INSTRUCTIONS TO BIDDERS

General Conditions for Construction

STOCKTON UNIVERSITY



GENERAL CONDITIONS FOR CONSTRUCTION

<u>Table of Contents - General Conditions</u>		<u>Page</u>
Article 1:	Contract Documents	5
	1.1 Definitions	5
	1.2 Intent of the Contract	8
Article 2:	Owner	11
	2.1 SU's Right to Stop Work	11
	2.2 SU's Right to Terminate	11
	2.3 Owner's Representation	12
	2.4 Review of Contractor Claims and Disputes	13
	2.5 Termination by the Owner for Convenience	14
Article 3:	A/E	16
	3.1 The A/E	16
	3.2 Administration of the Contract	16
	3.3 Inspections – Substantial and Final Completion	16
	3.4 Punch List Coordination	17
Article 4	The Contractor	17
	4.1 Review of Contract	17
	4.2 New Jersey Prevailing Wage Act	18
	4.3 Supervision and Construction Procedures	19
	4.4 Responsibility for the Work	20
	4.5 Permits – Laws – Regulations	21
	4.6 Storage, Cleaning and Final Clean Up	22
	4.7 Cut-Overs, Interruptions to Existing Buildings	23
	4.8 Non-Regular Workdays	23
	4.9 Drawings, Specifications, Shop and As-Built Drawings	23
	4.10 Samples	26
	4.11 Miscellaneous Drawings, Charts and Manuals	26
	4.12 Openings – Channels –Cutting and Patching	26
	4.13 Tests	27
	4.14 Equipment – Materials	28
	4.15 Substitutions	29
	4.16 Subcontractor Approvals	30
	4.17 Soil Borings	30
	4.18 Protection of Contractor's Property	30
	4.19 Patents	30
	4.20 Right to Audit	31
	4.21 Contract Closeout	32
Article 5:	Contractor for General Construction: Special Responsibilities	35
	5.1 Unique Role of Responsibility - Staffing	35
	5.2 Control and Coordination of Construction	35

5.3	Layout and Dimensional Control –Surveying	35
5.4	Construction Access Routes	36
5.5	Project Sign	36
5.6	Dust Control	36
5.7	Repair of Finished Surfaces, Applied Finishes, Glass	36
5.8	Photographs	37
5.9	Warranties	37
5.10	Security Services	38
Article 6:	Temporary Facilities, Utilities and Services	38
6.1	Field Offices	38
6.2	Temporary Storage, Staging and Shelter Structures	39
6.3	Temporary Construction Operations/Services Facilities	39
6.4	Temporary Toilet Facilities	39
6.5	Temporary Drives and Walks	40
6.6	Temporary Water	41
6.7	Temporary Light and Power	42
6.8	Temporary Heat	42
Article 7:	Subcontractors	44
7.1	Contractor – Subcontractor Relationship	44
Article 8:	Relationship between Owner and Prime Contractor	46
8.1	Owner’s Right to Perform Work	46
8.2	Mutual Responsibility	46
8.3	Substantial Completion	47
8.4	Contractor’s Claims for Damage	48
8.5	SU’s Right to Accelerate	48
8.6	Time of Completion - Delay –Liquidated Damages	48
8.7	No Damage for Delay	50
8.8	Indemnification	50
8.9	Contract Time - Notice to Proceed	51
Article 9:	Project Schedule	52
9.1	General Requirements	52
9.2	Breach	53
9.3	Progress Schedule	53
9.4	Critical Path Method (CPM)	57
Article 10:	Payments	63
10.1	Contractor Payment Process	63
10.2	Invoices	66
10.3	Interest	67
10.4	Allowances	67
Article 11:	Uncovering and Correction of Work	70

11.1	Uncovering of Work	70
11.2	Correction of Work	70
11.3	Acceptance of Defective or Non-Conforming Work	71
Article 12:	Protection of Persons and Property	71
12.1	Safety Precautions and Programs	71
12.2	Safety of Persons and Property	72
12.3	Construction Safety Act	73
12.4	Emergencies	73
Article 13:	Insurance and Indemnity and Bond Requirements	74
13.1	Contractor Insurance Requirements	74
13.2	Insurance to be carried by SU	76
13.3	Bond Requirements	76
Article 14:	Changes in the Work	78
14.1	Changes to Contract	78
14.2	Requests for Equitable Adjustment	78
Article 15:	Assignment of Antitrust Claim(s)	80
15.1	Assignments of Antitrust Claim(s)	80
Article 16:	Affirmative Action Requirements	81
16.1	Policy Statement	81
16.2	Mandatory Language	82
Article 17:	Other Statutory/Mandatory Requirements	86
17.1	Political Contributions Disclosure	86
17.2	Business Registration	87
17.3	Conflict of Interest	87

GENERAL CONDITIONS

1. ARTICLE 1 -- CONTRACT DOCUMENTS

1.1 Definitions for the purpose of this Contract:

1.1.2 A/E: The Architectural or the Engineering (A/E) consultant engaged by SU to act as the authorized representative of the contracting officer.

1.1.3 Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the Drawings accompanying this Contract unless stated otherwise.
The word "provided" as used herein shall be understood to mean "provided complete in place," that is, "furnished and installed."

1.1.4 Addendum: A document, issued by SU prior to opening of bids, which supplements, revises or modifies the solicitation document(s) furnished for bidding purposes.

1.1.5 Claims: Differences between SU and a Contractor concerning extra Work, alleged errors or omissions in the Specifications or Drawings, unreasonable delays, damages to Work, informal suspensions or interference by SU personnel, and like matters.

1.1.6 Change Order Request: A request for equitable adjustment made by the Contractor in response to written direction by the Associate Vice President for Operations or his authorized representative(s) pursuant to Article 14 entitled "Changes to Contract."

1.1.7 Change In Work: Changes to the original design, Specifications, or Scope of Work as required by the SU, prior to agreement on adjustment, if any, in the Contract Sum or Contract time, or both.

1.1.8 Contract Documents: Consists of the Contract between SU and Contractor; General and Supplementary Conditions to the Contract, Plans, Drawings, Specifications, Addenda issued prior to execution of the Contract, or other documents listed in the Contract which are attached hereto or incorporated herein by reference, and Modifications to the Contract issued after execution of the Contract. A Modification is: (i) a written amendment to the Contract signed by both parties, (ii) a Change Order, (iii) a Construction Change directive or (iv) a written order for minor change to the Work issued by the A/E, together with any such plans, drawings, specifications, schedules, or other documents which may be

produced pursuant to or derived from this Contract and which are intended to bind the Contractor hereunder.

1.1.19 Contract Limit Lines: Refers to those lines shown on the contract drawings which limit the boundaries of the project, and beyond which no construction Work or activities shall be performed by the Contractor unless otherwise noted on the drawings or specifications.

1.1.10 Contractor: The person or persons, partnership or corporation named as Contractor in this Contract, operating as an independent Contractor and not as an agent of the SU in the performance of its functions. Whether referred to as "Contractor," "prime Contractor," "prime," "separate Contractor," or "single Contractor," it shall be understood to mean Contractor. It does not include suppliers or material men.

1.1.11 Costs: Costs shall mean: (i) the cost of labor for construction workers directly employed by the Contractor to perform construction of the Work; (ii) costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed; (iii) rental costs of machinery and equipment, exclusive of handtools, whether rented from Contractor or others; and (iv) payment made to subcontractors in accordance with the requirements of the subcontract. The costs of supervision and field office personnel, specifically including superintendents and labor foreman, are **only** considered to be part of the Overhead calculation for the purpose of computing an equitable adjustment under Article 14.

1.1.12 Department: As used in this Contract shall mean the Facilities Planning and Construction Department of SU.

1.1.13 Associate Vice President for Facilities & Construction: means the Associate Vice President for Facilities & Construction or his designated representative(s) who is authorized to administer the design, engineering and construction of all SU buildings and facilities. The Associate Vice President for Facilities & Construction is the delegated officer representing SU personally or through authorized representatives in all relationships with Contractors, consultants and A/E's. This includes a duly appointed successor or an authorized administrative contracting officer acting within the limits of his or her authority.

The Associate Vice President for Facilities & Construction is the interpreter of the conditions of the Contract and the judge of its performance. The Associate Vice President for Facilities & Construction shall not take arbitrary positions benefiting either

SU or the Contractor, but shall use the powers specified under the contract to enforce its faithful performance by both.

- 1.1.14** Drawings: Shall mean the graphic and pictorial portions of the Contract Documents, showing design, location and dimensions of the Work, generally including any plans, elevations, sections, details, schedules and contemplated by this Contract.
- 1.1.15** Final Completion: The point in time when SU determines the Work is complete.
- 1.1.16** Notice: A written directive or communication served on the Contractor to act or perform Work or carry out some other contractual obligation. It shall be deemed to have been duly served if delivered to an individual or member of the firm or entity or to an officer of the corporation for whom it was intended. This includes delivery by courier or registered or certified mail to the business address cited in the Contract Documents.
- 1.1.17** Owner means Stockton University.
- 1.1.18** Project: A general term for identification of the total construction of the Work performed under the Contract. It includes the Work and all administrative aspects required to fully satisfy the contract requirements.
- 1.1.19** Public Contract: Any contract or agreement entered into by Stockton University or any instrumentality of SU to purchase goods, services, or both.
- 1.1.20** SU: The abbreviation for Stockton University.
- 1.1.21** Site, Construction Site or Project Site refers to the geographical area of the entire SU facility or property at which the Work under the contract is to be performed.
- 1.1.22** Specifications: All written requirements for materials, equipment, systems, standards and Workmanship of the Work, and instructions or other documents in or pursuant to this Contract pertaining to the method of performing the Work and the results to be obtained.
- 1.1.23** Wherever in the Specifications or upon the Drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the

"direction," "requirement," "order," "designation," or "prescription" of the Associate Vice President for Operations is intended. Similarly, the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" the Associate Vice President for Operations unless otherwise expressly stated.

- 1.124** Subcontractor: The person or persons, partnership, or corporation that enters into a contract with the Contractor for the performance of Work under this Contract, or the subcontractors of any tier of such individual or corporation.

- 1.125** Substantial Completion: The date the building or facility is operational or capable of serving its intended use even though all permanent installations are not in place. The determination as to the date of substantial completion shall be made pursuant to Article 8.3 of these General Conditions.

- 1.126** Summary of Work: a description of the scope of work to be performed by the Contractor and included in the project Specifications as part of the Contract Documents.

- 1.127** Systems Assurance: The totality of all quality control and assurance requirements specified in the Contract Documents.

- 1.128** Unit Schedule Breakdown: A detailed list of the Work activities required for project construction, other elements associated with fulfilling the requirements of the contract (bonds, insurance, etc.), major items of material or equipment, and the prices associated with them.

- 1.129** Work: All efforts as are required by the Contractor as they relate to the Contract Documents, including but not limited to, management, supervision, labor, material and equipment as are necessary to fulfill the Contractor's obligations under this agreement.

1.2 Intent of the Contract

- 1.21** The Drawings and Specifications of the Contract are intended to require the Contractor to provide for everything reasonably necessary to accomplish the proper and complete finishing of the Work. All Work and materials included in the Specifications and not shown on the Drawings, or shown on the Drawings and not in the Specifications, shall be performed and/or furnished by the Contractor as if described in both. Any incidental materials and/or Work not specified in the Drawings and/or the Specifications which is, nevertheless, necessary for the true

development thereof and reasonably inferable there from, the Contractor shall understand the same to be implied and required, and shall perform all such Work and furnish all such materials as if particularly delineated or described therein. Should there be an obvious error or omission in the Drawings or Specifications, it shall be the Contractor's responsibility to complete the Work as reasonably required, consistent with the intent of such Drawings and Specifications as may be interpreted by SU.

- 122** Each Contractor shall abide by and comply with the true intent and meaning of the Drawings, the Specifications and other Contract Documents taken as a whole, and shall not avail itself of any omission or discrepancy appear or should any doubt exist, or any dispute arise as to the true intent and meaning of the Drawings, Specifications or other Contract Documents, or should any portion thereof be obscure, or capable of more than one interpretation, the Contractor shall immediately notify the A/E and seek correction or interpretation thereof prior to commencement of affected Work. The A/E shall issue a written interpretation with reasonable promptness. However, the Contractor shall make no claim against SU for expenses incurred or damages sustained on account of any error, discrepancy, omission, or conflict in the Contract Documents unless and only to the extent that the Contractor has submitted a written request for interpretation, clarification, or correction to the A/E and SU, and such written request has been received by the A/E and SU at least seven (7) working days prior to the date fixed for the opening of bids.

In addition, such claim shall only be recognized by SU if the matter raised by the written request has not been addressed by SU through the issuance of an addendum interpreting, clarifying, and/or correcting such error, discrepancy, omission or conflict. In case of dispute, the matter shall be referred to SU for a decision.

- 123** Each and every provision required by law to be inserted in the Contract Documents shall be deemed to have been inserted therein. If any such provision has been omitted or has not been correctly inserted, then upon application of either party, the contract shall be physically amended to provide for such insertion or correction.

- 124** The organization of the specifications into divisions, sections and articles, and the arrangement of Drawings shall not be construed by the Contractor as being intended to divide or allocate the Work among subcontractors in any manner or to establish the extent of the Work to be performed by any trade.

- 125** Unless otherwise provided in the Contract Documents, SU will furnish to the Contractor Drawings and Specifications, and additional instructions by means of supplemental Drawings as otherwise necessary for the proper execution of the Work at the Contractor's expense.
- 126** The Contractor shall do no Work without proper drawings and instructions, unless written authorization to proceed from the Associate Vice President for Operations is received by the Contractor. In giving such additional instructions, SU may make minor changes in the Work, not involving extra cost.
- 127** All drawings referred to, and any supplementary details as may be furnished and approved from time to time as the Work progresses, are understood as being included as part of the Contract.
- 128** The sequence of precedence pertaining to interpretation of Contract Documents is as follows:
- a. Executed Contract
 - b. Addenda/Bulletins/Instructions/Proposal Form
 - c. Supplemental General Conditions
 - d. Specifications, including General Conditions
 - e. Drawings, in the following order of precedence:
 - (1) Notes on Drawings
 - (2) Large scale details
 - (3) Figured dimensions
 - (4) Scaled dimensions

Where there may be a conflict in the Specifications or Drawings not resolvable by application of the provisions of this paragraph, then the more expensive labor, materials, or equipment shall be assumed to be required and shall be provided by the Contractor.

- 129** On all Work involving alterations, remodeling, repairs or installation within existing buildings, it shall be the responsibility of the Contractor, by personal inspection of the existing building, facility, plant or utility system, to ascertain the accuracy of any information given which may affect the quantity, size and/or quality of materials required for a satisfactorily completed contract, whether or not such information is indicated on the Drawings or included in the Specifications. The Contractor shall include the costs of all material and labor required to complete the Work based on reasonably observable conditions.

2. ARTICLE 2 – OWNER

2.1 SU's Right to Stop Work

2.1.1 If the Contractor fails to correct defective Work or persistently fails to carry out the Work in accordance with the Contract Documents, SU's authorized representative may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. Stoppage of the Work of one or more Contractors, however, shall not render SU liable for claims of any kind, including delays sustained by one Contractor as the result of the stoppage of the Work of another Contractor.

2.2 SU's Right to Terminate

221 If the Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly the orderly progress of the Work in accordance with the approved schedule; if the Contractor fails to make prompt payment to subcontractors or for materials or labor; or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or if the Contractor or any of its subcontractors is guilty of a substantial violation of a provision of the Contract Documents or otherwise defaults or neglects to carry out the Work in accordance with the Contract Documents or directives from SU, then SU may, without prejudice to any right or remedy, and after giving the Contractor and its surety three Working days written notice to forthwith commence and continue correction of such default or neglect with diligence and promptness, terminate the employment of the Contractor by the issuance of a written notice to that effect to the Contractor and its surety should both or either of them fail to comply with the demands of the original above mentioned three day notice.

222 Upon such termination, SU may take possession of the site and of all the materials, equipment, and tools on the site, and may finish the Work by whatever method SU may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. The person or firm designated to carry out such Work will be paid as authorized by SU, without entailing any personal liability upon the officers of SU issuing certificates or making such payments.

223 If the unpaid balance of the contract sum exceeds the cost of finishing the Work (including liquidated damages for delays and all consequential damages sustained by SU originating from such breach of contract), such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor and/or its surety shall pay the difference to SU, and this obligation shall survive the termination of the contract.

224 If, within three (3) Working days following receipt of Notice of Termination by the Contractor's surety (the issuer of the performance and payment bonds), the said surety exercises its right to take over the Work and expeditiously commences to prosecute the same to completion, SU shall permit the surety to do so under the following terms and conditions:

- a. Evidence of the surety's intention to take over and complete the Contract shall be in writing over the signature of an authorized representative and served upon SU within three (3) Working days after receipt by the surety of the Notice of Termination.
- b. The execution of a written agreement between SU and the surety, whereby the latter undertakes and assumes the obligation to complete the balance of the Work of its defaulting Contractor in accordance with the terms and conditions of the Contract between SU and Contractor agreement, is to be performed by a substituted Contractor satisfactory to SU at the surety's sole cost and expense. Provision for payments to the surety or to the substituted Contractor of unpaid contract balances, if any, then in the hands of SU.
- c. The agreement between SU and the surety shall also expressly provide that the surety shall not be relieved from any of its obligations under the performance and payment bonds.
- d. All current obligations for labor and materials incurred and outstanding by the defaulting Contractor on this Project shall be paid without delay, subject to allowance of reasonable time to verify such claims by the surety.
- e. The parties expressly understand and agree that this agreement is without prejudice and is subject to such rights and remedies as either party (including the Contractor) may elect to assert after final completion and acceptance of the Work.

2.3 Owner's Representation

231 SU will be represented on the construction site by architects, engineers and project inspectors or other designated representatives. This technical staff may conduct on-site inspections, maintain logs of construction progress and problems encountered, review and process Contractor's invoices including stored materials on site, attend job meetings, serve as liaison between the A/E and Contractors, prepare and submit reports on special problems associated with the job, evaluate and process Change Orders, and

generally remain fully cognizant and informed by the Contractor of every aspect of ongoing construction. The Owner's representatives have only those duties which are required of an owner; responsibility for completion of this Project, pursuant to the Contract Documents, remains that of the Contractor(s).

2.4 Review of Contractor Claims and Disputes

241 Upon presentation by the Contractor of a request in writing, the Owner may review any decision or determination of SU representative or the A/E as to any claim, dispute or any other matter in question relating to the execution or progress of the Work or the interpretation of the Contract Documents.

Consistent with the intent of this Contract, the Owner may schedule a conference for the purpose of settling or resolving such claims, disputes or other matters. Where such a conference is conducted, the Contractor shall be afforded the opportunity to be heard on the matter in question.

Following review of the Contractor's request, SU and the Contractor may settle or resolve the disputed matter, provided however that any such settlement or resolution shall be subject to all requirements imposed by law, including where applicable, the New Jersey Contractual Liability Act (NJSA 59:13-1 *et seq.*).

242 The following is the Claim and Dispute process. This process assumes continued disagreement at each step. Agreement can be reached at any point in this process.

1. Contractor issues a Request for Change Order to the designated SU representative & A/E in accordance with the terms and timing stated in Article 14 - CHANGES IN THE WORK
2. SU authorized representative issues preliminary response rejecting the claim in whole or in part within 10 days
3. Contractor notifies SU representative & A/E that the initial claim still stands within 10 days
4. A/E issues the Architect's final determination within 10 days
5. Contractor notifies the authorized SU representative & A/E that the initial claim still stands within 10 days
6. SU issues the final determination which is binding but subject to appeal in Appellate Court venue in Atlantic County, State of New Jersey.

2.5 Termination By The Owner For Convenience

251 The Owner may, at any time, terminate the Contract in whole or in any part for SU's convenience and without cause when the Owner in his/her sole discretion views termination is in the public interest.

252 Upon receipt of an order of Termination for Convenience, the Contractor shall not proceed with any item of Work, which is not specified in the Order of Termination. The Contractor shall complete all items of Work specified in the Termination order. Such Work shall include punch list items and all Work necessary to ensure the safety of the public, to properly secure existing Work already constructed or partially constructed and to secure the Project site.

This Work so ordered shall be performed in accordance with the Contract Documents, and may include items of Work not in the original Contract. The Contract shall be considered substantially complete upon completion and acceptance of all items of Work specified in the Order, except punch list items. After completion of the punch list items and all documents required by the Contract, the Contract shall terminate upon issuance of a Final Certificate and Payment. The Owner reserves the right to declare in default a Contractor whom fails to carry out the conditions set forth in an Order of Termination for Convenience.

When SU orders termination of the Contract for Convenience, all completed items of Work as of that date will be paid for at the Contract price. Payment for partially completed Work will be paid for at agreed prices. Items which are eliminated in their entirety by such termination will be paid for only to the extent provided in Paragraph 2.5.3. Payment for new items, if any, will be made either at agreed prices or in accordance with Article 14.

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

Within 60 days of the effective termination date, the Contractor shall submit claims for additional costs actually incurred, not covered above or elsewhere in the Contract. Such claims may include such cost items as reasonable mobilization efforts, overhead expenses attributable to the Work performed, and subcontractor costs not otherwise paid for, actual idle labor cost if Work is stopped in advance of the termination date. Costs, which are prohibited under

provisions of the Contract and anticipated profits on Work not performed, are not allowed.

253 If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor. In such case, the material paid for becomes the property of SU and the actual cost of any further handling will be paid for. If the material is returnable to the vendor and if SU so directs the material shall be returned and the Contractor will be paid for the actual cost or charges made by the vendor for returning the material. The actual costs of handling returned material will be paid.

The actual costs or charges will be computed in the same manner as if the Work were to be paid for as provided in the Contract. However, no profit will be allowed.

254 Post Termination Obligations

1. Cancel, or if so directed by the SU, transfer to SU all or any of the commitments and agreements made by Contractor relating to the Project, to the extent same are cancelable or transferable by Contractor.
2. Transfer to SU the manner, to the extent, and at the time directed by SU, all supplies, materials, and other property produced as a part of, or acquired in the performance of, Contractor's services in connection with the Project; and
3. Take such other actions as SU may reasonably direct.

255 Ownership of Documents

All reports, analyses, data, Drawings, opinions and other material (collectively the "Documents") prepared and furnished by the Contractor under or for the Project shall be the property of SU whether the Project is completed or not, and shall be delivered to the SU on the earlier of (1) the Substantial Completion Date, or (2) the date of termination of this Agreement for any reason prior to Final Completion of the Project. If the Agreement is terminated for any reason prior to Final Completion of the Project, the Documents may be used by SU and its agents, employees, representatives and assigns, in whole or in part, or in modified form, for all purposes the SU may deem advisable in connection with completion and maintenance of and additions to the Project, without further employment of, or payment of any compensation to the Contractor.

3. ARTICLE 3 -- A/E

3.1 The A/E

3.1.1 When SU provides full supervision and management of a project, the A/E's role is that of consultant to SU.

3.2 Administration of the Contract

3.2.1 The A/E will provide a certain portion of the administration of the contract as hereinafter described.

3.2.2 The A/E will monitor the execution and progress of the Work and will immediately notify the Owner of any related problems. The A/E will at all times be provided access to the Work. The Contractor shall provide facilities for such access so as to enable the A/E to perform its functions under the Contract Documents.

3.2.3 The A/E will not be responsible for, nor has control or charge of, construction means, methods, techniques, sequences of procedures, or safety precautions and programs in connection with the Work. The A/E will not be responsible for, nor has control or charge of, the acts or omissions of the Contractors, subcontractors, or any of their agents or employees, or any other person performing any of the Work, but shall have the obligation to immediately inform the Owner of any inadequate performance of the project.

3.2.4 The A/E has the authority to recommend rejection of Work which it believes does not conform to the Contract Documents. Whenever the A/E considers it necessary or advisable, it may request the Owner to provide special inspection or testing of the Work, whether or not such Work has been fabricated, installed or completed.

3.2.5 The A/E will review, approve or take other appropriate action relating to Contractors' submittals, such as shop Drawings, product data and samples, to assure conformance with the design requirements and the Drawings and Specifications of the Work. Such actions shall be taken with reasonable promptness. Approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3.2.6 The A/E will periodically review the Contractors' as-built Drawings to ensure that they are up to date.

3.3 Inspections - Substantial and Final Completion

3.3.1 The A/E, accompanied by the Contractor and the Owner's authorized representative, will conduct site inspections to determine the dates of Substantial and Final Completion and will receive and

compile written warranties and all other requisite documents assembled and supplied by the Contractor. The A/E will forward these documents to the Owner for review and certify final contract acceptance.

3.4 Punch List Coordination

3.4.1 The Owner's authorized representative shall coordinate and conduct a project inspection for the development of a comprehensive punch list. The punch list participants will include the Contractor, A/E and the Owner's authorized representative.

4. ARTICLE 4 – THE CONTRACTOR

The Contractor shall perform the Work in accordance with the Contract Documents. This shall include, but not be limited to, the following requirements:

4.1 Review of Contract

4.1.1 The Contractor has the duty to do the following: to thoroughly examine and become familiar with all the Contract Documents, including but not limited to the complete set of Drawings and Specifications of the entire Project; to note cases where it is specified that certain work or materials or both are to be omitted by one Contractor and to be furnished or installed by another; to carefully examine the site; to investigate and accurately determine the nature and location of the Work, the current equipment, labor and material conditions, and all matters which may in any way affect the Work or its performance. The Contractor is responsible to check and verify reasonably observable conditions outside the Contract Limit Lines to determine whether any conflict exists with the Work the Contractor is required to perform under the Contract. This includes a check on elevations, utility connections and other site data. As a result of such examination and investigation, the Contractor warrants and represents the full understanding of the intent and purposes of the Contract Documents and the Contractor's obligation thereunder and that the Contractor accepts responsibility for, and is prepared to execute and fulfill completely, by its construction work, the intent of the Contract, without exception and without reservation, at the price specified in the Contract.

4.1.2 The Contractor shall carefully study and compare the Contract Documents during the progress of the Work and shall immediately report any error, inconsistency or omission to SU upon discovery. The Contractor shall immediately report any error, inconsistency or ambiguity detected during the course of the project to SU, and shall not continue with any Work which may be affected by such error until SU has had the opportunity to respond to and clarify the Work it wants performed in view of this information. Wherever any error, inconsistency or omission appears, it shall be disposed of pursuant to appropriate procedures set forth elsewhere herein.

- 4.1.3** Unless otherwise ordered in writing by the Owner, the Contractor shall perform no portion of the Work without approved Change Orders, approved shop Drawings, samples, or other approvals as may be applicable and required by the Contract Documents.
- 4.1.4** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, equipment, materials, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether or not incorporated or to be incorporated in the Work.
- 4.1.5** The Contractor shall, at all times, enforce strict discipline and good order among its employees and shall not employ on the site any unfit person or anyone not skilled in the task assigned to him.
- 4.1.6** The Contractor shall be obligated to pay the prevailing wage rates as posted on the New Jersey Department of Labor's website and shall abide by the requirements of the State's Affirmative Action Program. The Contractor also shall be responsible to ensure that all principles of safety are carried out, as detailed in Article 12 of this document.

4.2 New Jersey Prevailing Wage Act

- 4.2.1** Each Contractor and subcontractor shall comply with the New Jersey Prevailing Wage Act Laws of 1963, Chapter 150, (N.J.S.A. 34:11-56.25 *et seq.*) and all amendments thereto, and this act is hereby made a part of every contract entered into on behalf of SU, except those contracts which are not within the contemplation of the act. Provisions of the act include the following stipulations and requirements:
- a. All Workers employed in the performance of every contract in which the contract sum is in excess of \$2,000 and to which SU is a party shall be paid not less than the prevailing wage rate as designated by the Commissioner, Department of Labor or his or her duly authorized representative.
 - (1) Each Contractor and subcontractor performing public work for SU and which is subject to the provisions of the Prevailing Wage Act, shall post the prevailing wage rates for each craft and classification involved as determined by the Commissioner, Department of Labor. This posting shall include the effective date of any changes thereof, and shall be

displayed in prominent and easily accessible places at the site of the work or at such place or places as are used by the Contractor/subcontractor to pay workers' wages.

- (2) At the time of the bid due date, the bidder and the subcontractors must be registered in accordance with "The Public Works Contractor Registration Act" (N.J.S.A.34:11-56.48 et seq.). All questions regarding registration should be addressed to:

Contractor Registration Unit
New Jersey Department of Labor and Workforce Development
Division of Wage and Hour Compliance P O Box 389
Trenton, New Jersey 08625-0389

Telephone: 609-292-9464

Fax: 609-633-8591

- b. In the event it is found that any worker, employed by any Contractor or subcontractor covered by any contract in excess of \$2,000 for any public work to which SU is a party, has been paid a rate of wages less than the prevailing wage required by such contract, SU may terminate the Contractor's or subcontractor's right to proceed with the Work, or such part of the Work as to which there has been failure to pay required wages, and may otherwise prosecute the Work to completion.
- c. Nothing contained in the Prevailing Wage Act shall prohibit the payment of more than the prevailing wage rate to any worker employed on a public work.

4.3 Supervision and Construction Procedures

4.3.1 The Contractor shall supervise and direct the Work as skillfully and attentively as possible. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall employ a full-time competent person and necessary assistants, who shall be in attendance on the project site during the progress of the Work. The competent person shall represent the Contractor or Contractor's designated representative and all communications given to the competent person shall be as binding as if given to the Contractor. Important communications shall be

confirmed in writing. SU reserves the right to require a change in competent person if the competent person's performance, as judged by SU, is deemed to be inadequate. . -

The Contractor shall maintain email communication at the project site as well as at their home office.

4.3.3 Each Contractor shall employ qualified competent craftsmen in their respective lines of Work.

4.3.4 The various subcontractors shall likewise have competent project managers, superintendents and/or foremen in charge of their respective portions of the Work at all times. They shall not employ a person unfit or unskilled in the assigned area of Work. If it should become apparent that a subcontractor does not have its portion of the Work under control of a competent foreman, the responsible prime Contractor shall have the obligation to take appropriate steps to immediately provide proper supervision.

If, due to a trade agreement, standby personnel are required to supervise equipment installation or for any other purpose during the normal working hours of other trades, the Contractor normally required to provide the standby services shall evaluate and include the costs thereof in its bid price and shall provide said services without additional charge.

4.4 Responsibility for the Work

4.4.1 The Contractor shall be responsible to SU and to any separate Contractors having a contract with SU on this Project, for the acts employees which injure, damage or delay such other Contractors in the performance of their work. This responsibility is not limited by the applicable provisions stated elsewhere in this document, but is in conjunction with and related to these provisions.

4.4.2 Each Contractor shall be responsible for all damage or destruction caused directly or indirectly by its operations to all parts of the Work, both temporary and permanent, and to all adjoining property.

4.4.3 Each Contractor shall, at its own expense, protect all finished Work liable to damage and keep the same protected until the project is completed and accepted. In the case of substantial completion accompanied by beneficial occupancy by SU, the Contractor's obligation to protect its finished work shall cease simultaneously with the occupancy of the portion or portions of the structure.

4.4.4 Each Contractor shall defend, protect, indemnify and save harmless SU and the A/E from all claims, suits, actions, damages

and costs of every name and description arising out of or resulting from the performance of the Contractor's Work and every tier of subcontractor working on the project under this Contract. This responsibility is not limited by the provisions of other indemnification provisions included elsewhere in this document.

4.4.5 In order to protect the lives and health of its employees, the Contractor shall comply with all applicable statutes and pertinent provisions of the SU Safety Manual and shall maintain accurate records of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work arising out of and in the course of employment on work under the contract. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances and methods, and for any damage or injury which may result from the Contractor's failure or improper construction, maintenance or operation.

4.5 Permits - Laws – Regulations

4.5.1 Unless otherwise provided in the Contract Documents, SU will pay for DCA Construction Permit(s) and Special inspection(s) as may be required by the Department of Community Affairs (DCA). The Contractor shall provide in writing to SU all names, addresses, telephone numbers, email addresses, license numbers, and contact persons for all subcontractors who will be used on the project and are required to be listed on the DCA Construction Permit documents within three (3) days after issuance of the Notice of Award, accordance with the New Jersey Uniform Construction Code. No work requiring inspections and approval of construction code officials is to be covered or enclosed prior to inspection and approval by appropriate code enforcement officials.

4.5.3 Soil conservation measures are to be in accordance with County Soil Conservation District requirements.

4.5.4 All sewage disposal work shall conform to the regulations of the State's Department of Environmental Protection.

4.5.5 SU will pay for all code inspections; however, it is each Contractor's responsibility to request inspections in a timely manner as to not delay the Work of the Project.

4.5.6 Consistent with Section 4.4.4 of this document, each Contractor and every tier of subcontractor working on the project shall be responsible for and save harmless SU and A/E from all fines, penalties or loss incurred for, or by reason of, the violation of any municipal ordinance or regulation or law of the State while the said work is in progress.

4.5.7 All Contractors shall comply with the Federal Occupational Safety and Health Act of 1970 and all of the rules and regulations promulgated there under.

4.5.8 As a result of a finding by an appropriate finder of fact that a Contractor caused a substantial violation of a State, local or federal statute or regulation on said project, SU may declare the Contractor to be in default.

4.5.9 Prior to the start of any crane equipment operations, each Contractor shall make all necessary applications and obtain all required permits from the Federal Aviation Administration (F.A.A.). The sequence of operations, timing and methods of conducting the work shall be approved by the F.A.A. to the extent that it relates to its jurisdiction.

4.6 Storage, Cleaning and Final Clean Up

4.6.1 Each Contractor shall confine its apparatus, the storage of its equipment, tools and materials, and its operations and workers to areas permitted by law, ordinances, permits, and contract limit as established in the Contract Documents, the rules and regulations of SU. The Contractor shall not unreasonably encumber the site or the premises with materials, tools and equipment premises and the job site free from the accumulation of all refuse, rubbish, scrap materials and debris caused by its operations, to ensure that at all times the premises and site shall present a neat, orderly, safe, and workmanlike appearance. This is to be accomplished as frequently as is necessary by the removal of such material, debris, etc. from the site and SU's premises. Loading, cartage, hauling and dumping will be at the Contractor's expense.

4.6.3 At the completion of the Work, the Contractor shall remove all of its tools, construction equipment, machinery, temporary staging, false work, formwork, shoring, bracing, protective enclosures, scaffolding, stairs, chutes, ramps, runways, hoisting equipment, elevators, derricks, cranes, etc. from the project site.

4.6.4 Should the Contractor not promptly and properly discharge its obligation relating to progress cleaning and final clean up, SU shall have the right to employ others and to charge the resulting cost to the Contractor, after first having given the Contractor a three Working day written notice of such intent.

4.6.5 The Contractor's responsibilities in final clean up refer to Closeout Section.

466 All construction equipment, materials or supplies of any kind, character or description of value belonging to the Contractor and which remain on the job site for more than 30 calendar days from the date of the Final Completion issued through SU to the Contractor, shall become the absolute property of SU. It will be disposed of in any manner SU shall deem reasonable and proper.

4.7 Cut-Overs, Interruptions to Existing Buildings

4.7.1 All cut-overs of mechanical and electrical services to existing buildings shall be scheduled and coordinated in advance with SU's representative and performed at a time convenient to SU so as not to unreasonably interfere with its operations.

4.8 Non-Regular Workdays

4.8.1 Regular working hours shall be 7 : 00 a.m. to 3:30 p.m., Monday through Friday. Changes thereto may be granted with written approval from SU's representative. Any Work required to be performed after regular working hours or on Saturdays, Sundays, or legal holidays as may be reasonably required and consistent with contractual obligations, shall be performed without additional expense to SU.

The Contractor shall obtain approval from SU's representative for performance of work after regular working hours or on non-regular work days at least 24 hours prior to the commencement of overtime, unless such overtime work is caused by an emergency.

4.9 Drawings, Specifications, Shop and As-Built Drawings

491 SU will furnish, after becoming aware of such need, additional instructions for the proper execution of the Work. All Drawings and instructions issued by SU shall be consistent with the Contract Documents and reasonably inferable from and executed in conformity with the Contract Documents. The Contractor shall do no work without proper Drawings and instructions. In giving such additional instructions, SU will have the authority to make minor changes in the Work, not involving extra cost. Drawings and instructions with such supplementary details furnished or approved are understood to be included and a part of the contract.

492 Where certain of the work is shown in complete detail, but not repeated in similar detail in other areas of the Drawings, or if there is an indication of continuation with the remainder being shown only in outlines, the work shown in detail shall be understood to be required in other like portions of the project.

493 The Contractor is responsible to review the Drawings and Specifications, and information describing the physical

characteristics of the site, including surveys, legal descriptions, data and drawings depicting existing conditions, subsurface conditions, environmental studies, reports or investigations provided by SU or the Architect. The Contractor shall not, at any time after the execution of its Contract, make any claims based upon insufficient data, or the Contractor's incorrect assumption of conditions, or any misunderstandings with regard to the nature, conditions or character of the Work to be performed under the Contract. The Contractor shall assume all risks resulting from any changes in conditions not under the control of SU, which may occur during the progress of the Work.

494 The Contractor shall, together with SU's representative, prepare a schedule of the proposed progress of the Work, fixing the dates when the various details and supplemental Drawings, if any, may be required. Within two weeks of the first field meeting, the Contractor shall submit to the A/E a shop drawing sample submission schedule which shall be used as a basis for complying with the overall progress schedule. Contractor shall also promptly submit, a reproducible transparent copy of all shop or setting drawings, details and schedules required for the Work of the various trades. The A/E will review the sample schedule with reasonable promptness. The Contractor shall promptly make any corrections, if required by the A/E, and resubmit a reproducible transparent copy for approval.

495 The Contractor shall not use the Contract Drawings for submission of shop Drawings. All shop drawing sizes shall be in multiples of 9" x 12" (e.g., 18" x 24", 24" x 27", 24" x 36", etc.) as approved by the A/E.

496 Attached to the Contractor's initial submission of such shop drawings or catalog data shall be an itemized schedule listing dates by which all other submissions will be forwarded to the A/E.

The Contractor also has the responsibility to submit coordination drawings whenever two or more trades are occupying common space. Any list of Drawings prepared by the A/E is for SU's convenience only, and shall not be construed as limiting the number of drawings the Contractor shall furnish.

497 If the Contractor desires to make any deviations or changes from the requirements of the Contract Documents the Contractor shall obtain the consent of the SU to such changes before submitting drawings showing such proposed changes. All drawings submitted by the Contractor shall have been checked and approved by the Contractor before submission. SU project number and the

Drawings and Specification references shall be noted on all submissions. Failure to comply with these instructions will be sufficient reason to return such drawings to the Contractor without any action being taken.

- 498** The Contractor shall keep on the project site at all times one set of Drawings to be marked "AS-BUILT." During the course of the Project, the Contractor shall mark these As-Built Drawings with colored pencils to reflect any changes, as well as dimension the location of all pipe runs, conduits, traps, footing depths or any other information not already shown on the Drawings or differing there from. All buried utilities outside the building shall be located by a metes and bounds survey performed by a licensed surveyor who shall certify as to its accuracy. These marked-up As-Built Drawings and surveys shall be made available to SU upon request at any time during the progress of the Work. These shall include the As- Built Drawings of principal sub-Contractors as well.
- 499** In instances where sepias, shop Drawings and/or erection drawings, of a scale larger than the Contract Drawings, are prepared by a Contractor, such drawings and sepias will be acceptable in lieu of marked-up Contract Drawings, provided they are updated as per section 4.9.8 above. A master sheet of the same dimensions as the Contract Drawings shall be prepared by the Contractor on a tracing which shall indicate, sheet by sheet, a cross-reference to all Shop Drawings pertaining to that drawing. All drawings and sepias as required in section 4.9.8 and this section shall be labeled "AS- BUILT" above the title block and dated.
- 49.10** The Contractor shall submit the "as-built" documents to the A/E, whether altered or not, with a certification as to the accuracy of the information thereon at the time of contract completion and before final payment will be made to the Contractor. After acceptance by the A/E, the Contractor will furnish two sets of all shop and/or erection drawings used for "as-built" documentation.
- 49.11** All "as-built" drawings as submitted by Contractors shall be labeled "AS- BUILT" above the title block and dated. This information shall be checked, edited and certified by the A/E, which shall then transpose such information from the Contractor's "as-built" drawings to the original tracings, certify that such tracings reflect as-built status, and deliver said tracings to SU. Where shop drawings have been used by the Contractor for "as-built" documentation, the tracing providing cross reference information, as described in section 4.9.9 of this document, shall be included in the set of "as-built" drawings furnished to SU.

4.10 Samples

The Contractor shall furnish, for approval, all samples as directed. The Work shall be in accordance with approved samples. Such samples shall be submitted promptly to SU, through the A/E, at the beginning of the Work, so as to give SU time to examine them. Any list of samples prepared by the A/E is for SU's convenience only, and shall not be construed as limiting the number of samples the Contractor shall furnish upon request of the A/E.

4.11 Miscellaneous Drawings, Charts and Manuals

4111 Sleeve and Opening drawings: Prior to installing service utilities or other piping, etc. through structural elements of the building, the Contractor shall prepare and submit, for approval of the architect and structural engineer, accurate dimensional drawings indicating the positions and sizes of all sleeves and openings required to accommodate the Work and installation of the Contractor's piping, equipment, etc. All such drawings must contain reference to the established dimensional grid of the building. Such drawings must be submitted in sufficient time to allow proper coordination with reinforcing steel shop drawings and proper placing in the field.

4112 Control Valve and Circuit Location Charts and Diagrams: Plumbing, HVAC and electrical Subcontractors shall prepare a complete set of inked or typewritten control valve and circuit location diagrams, charts and lists identifying and locating all such items, and shall place the charts, diagrams and lists under frame glass in appropriately designated equipment rooms, as directed. These Subcontractors shall also furnish one-line diagrams, as well as such color coding of piping and wiring and identifying charges as specified or required. This information is to be framed under glass and displayed where directed.

4.12 Openings - Channels - Cutting and Patching

The Contractor shall be responsible for furnishing and setting of sleeves, built-in items, anchors, inserts, etc. for its Work and for all cutting, fitting, closing in, patching, finishing, or adjusting of its Work in new and/or existing construction, as required for the completed installation. Where applicable, the Contractor shall build these items into the construction.

4121 The Contractor for general construction shall build recesses, channels, chases, openings and flues and shall leave or create holes where indicated on Drawings, or where directed, for steam, water or other piping, electrical conduits, switch boxes, panel boards, flues and ducts, or any other feature of the heating and ventilating Work. At least three copies shall be furnished to SU.

4122 The Contractor for general construction shall close, build-in, and

finish around or over all openings, chases, channels, pockets, etc., after installation has been completed.

- 4.12.3** Approval in writing from the Architect must first be obtained by the Contractor before cutting or boring through any floor beams, floor construction or supporting members.

4.13 Tests

- 4.13.1** The Contractor shall notify SU's authorized representative in writing of all work required to be inspected, tested or approved. The notice shall be provided no later than five (5) working days prior to the scheduled inspection, test or request for approval. The Contractor shall bear all costs of such inspections, tests or approvals, except for code inspections as stated in section 4.5.6 of this document. Additionally, Contractor shall be responsible to monitor the progress of all such inspections, tests or requests or approvals and notify SU's authorized representative immediately about any delays, failure to obtain any approval, or requirement for re-inspection or re-testing.
- 4.13.2** When mechanical, electrical or other equipment is installed, it shall be the responsibility of the installing Contractor to maintain, warrant and operate it for such period of time as required by the Contract Documents or as necessary for the proper inspecting and testing of the equipment and for adequately instructing SU's operating personnel. All costs associated with the maintenance, warranty, operations, inspection and testing of equipment, as well as instructing SU personnel, shall be borne by the Contractor. All tests shall be conducted in the presence of, and upon timely notice to, SU prior to acceptance of the equipment.
- 4.13.3** When SU requires special or additional inspections, testing or approvals, SU will direct the Contractor in writing to secure the service for such special or additional inspections, testing or approvals, and the Contractor shall give notice as detailed in section 4.13.1 of this document. In the event such special or additional inspections or testing reveal a failure of the Work to comply with the terms and conditions of the contract, the Contractor shall bear all costs thereof, including all costs incurred by SU made necessary by such failures.
- 4.13.4** The Contractor shall acquire inspection or testing services and manage the process using only those firms/entities provided by SU as may be required by the Contract Specifications.
- 4.13.5** All submittals of inspections and test reports or requests for approval shall be accompanied by a certification signed by the Contractor, attesting to the Contractor's knowledge of the submittal, acceptance of

its findings, acknowledgment that material testing meets the required standards, and certification of the report's representation of the facts. Failure to provide the written certification shall be grounds for rejection of the submittal.

4.13.6 In addition to the above, the Contractor agrees to insert in all contracts/purchase orders for inspection and testing the requirement for the inspection or testing firm/entity to submit, in conjunction with the report to the Contractor, a copy of the report directly to SU. The copy shall be held pending receipt of the Contractor's certification of the report. Further, the Contractor agrees to require all reports to be submitted within 14 calendar days of the test or inspection. Failure to provide reports within the required time shall be addressed pursuant to section 10.3.9 of these General Conditions.

4.14 Equipment – Materials

4.141 The Contractor warrants to SU and the A/E that all materials and equipment furnished under the Contract will be new, unless otherwise specified, and that all Work will be of good quality, free from faults, defects, and in conformance with Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and rejected by SU or the A/E. If required by the A/E or SU, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of the other paragraphs contained in this document.

4.142 The original and two (2) copies of the request for approval of materials shall be forwarded to the A/E for approval. Each item of material listed shall be marked "As Specified" or "Unspecified" as the case may be.

4.143 The Contractor shall furnish and deliver the necessary equipment and materials in ample quantities and as frequently as required to avoid delay in the progress of the Work and shall store them so as not to cause interference with the orderly progress of the project.

4.144 The Contractor shall furnish and pay for all necessary transportation, storage, scaffolding, centering, forms, water, labor, tools, light and power and mechanical appliances and all other means, materials and supplies for properly prosecuting the Work under this Contract, unless expressly specified otherwise.

The Contractor shall make arrangements to have its representatives at

the site to accept delivered materials. SU will not accept materials, nor will they be held responsible for damage, theft, or disappearance of Contractor's materials, equipment, tools, etc.

4.145 No materials, equipment, or supplies for the Work shall be purchased by the Contractor or any subcontractor subject to any lien or encumbrance or other agreement by which an interest is retained by the seller. The Contractor warrants, by signing its invoice, that it has good and sufficient title to all such material, equipment and supplies used by it in the Work, free from all liens, claims or encumbrances.

4.15 Substitutions

4.151 In the event the Contractor should propose a substitution of the specified equipment or materials, it shall be its responsibility to submit proof of equality and to provide and pay for any tests which may be required by SU in order to evaluate such proposed substitution.

4.152 Where any particular brand or manufactured article is specified, it shall be regarded as a standard. Similar products of other manufacturers, capable of equal performance and quality, in the opinion of SU, will be accepted if approved.

4.153 Application for approval of a substitution by the Contractor shall include or conform to the following requirements:

- a. Furnish full and complete identification information including whether the item is included in the Specifications; in which case, identify the specification paragraph and section.
- b. Attach data indicating in detail whether and how the substitution differs, if at all, from the article specified. Submit documents which demonstrate proof of equality, along with an agreement to have such tests performed at the Contractor's own expense as may be required for approval by SU Representative or the A/E.
- c. If a credit is to be offered for the substitution, provide a detailed itemization of the amount of credit.
- d. If the proposed substitution involves a change in Scope of the Work of the Contractor or any subcontractor or trade under the Contract Documents, then the Contractor agrees to be responsible for any and all resulting added costs including any redesign.

4.15.4 Substitution requests will not be considered until after the receipt of bids. After the award, in the event the lowest bid contractor proposes a substitution of the specified equipment or materials, it shall be their responsibility to submit proof of equality in accordance with the procedure outlined in Section 4.15 of the General Conditions. If the proposed substitution is rejected as an equivalent or better, the contractor shall be required to provide the specified equipment or materials.

4.16 Subcontractor Approvals

4.16.1 Approval of a subcontractor or material supplier by the SU Representative and A/E shall not relieve the Contractor of the responsibility of complying with all provisions of the Contract Documents. The approval of a subcontractor does not imply approval of any material, equipment or supplies.

4.17 Soil Borings

4.17.1 Soil borings or test pits or other subsurface information may be secured by an independent Contractor for SU prior to design and construction of a project and may be included in the Contract Documents for the Contractor's use.

The Contractor assumes full responsibility for interpretation of said borings, and SU shall have no responsibility or liability should the data provided prove to be incorrect or not representative. Other soil boring results and interpretations taken and made by the Contractor shall be provided to SU.

4.18 Protection of Contractor's Property

4.18.1 The Contractor shall adequately secure and protect its own tools, equipment, materials and supplies. SU assumes no liability for any damage, theft or negligent injury to the Contractor's property.

4.19 Patents

4.19.1 The Contractor shall hold and save the SU and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for or on account of any patented or non-patented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by SU, unless otherwise specifically stipulated in the Contract Documents.

4.19.2 License and/or royalty fees for the use of a process which is authorized by SU must be reasonable, and paid to the holder of the patent or his or her authorized licensee directly by SU and not by or through the Contractor.

4193 If the Contractor uses any design, device or materials covered by letters, patent or copyright, it shall provide for such use by suitable agreement with SU or such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or material in any way involved in the Work. The Contractor and/or its sureties shall indemnify and save harmless SU from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or material, or any trademark or copyright in connection with Work agreed to be performed under this Contract and shall indemnify SU for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the Work or after the completion of the Work.

4.20 Right to Audit

4201 SU reserves the right to audit the records of the Contractor in connection with all matters related to its contract. The Contractor agrees to maintain its records in accordance with generally accepted accounting principles, for a period of not less than three (3) years after receipt of final payment.

"Generally accepted accounting principles" is defined as follows: Accounting records must identify all labor and material costs and expenses, whether they are direct or indirect. The identity must include at least the project number for direct expenses and/or account number for indirect expenses. All charges must be supported by appropriate documentation including, but not limited to, canceled checks and other supporting documentation.

4202 The Contractor shall develop, maintain and make available to SU on request such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, change orders, all original estimates, takeoffs and other bidding documents, all subcontractors and supplier contracts and changes, all records showing all costs and liabilities incurred or to be incurred in connection with the project (including all subcontractor and supplier costs), all payment records and all records showing all costs incurred in labor and personnel of any kind, records and other data as SU may request concerning Work performed or to be performed under this Contract.

4203 The Contractor acknowledges and agrees that no claim for payment which is premised to any degree upon actual costs of the Contractor shall be recognized by SU except and to the extent that such actual costs are substantiated by records required to be maintained

under these provisions.

4204 The Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor to the terms of SU's Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor assumes, by these documents, to SU and its contractual parties.

4205 The Contractor shall not grant to any subcontractor terms more favorable than those extended to the Contractor by SU.

4206 The Contractor acknowledges and agrees that its obligation to establish, maintain and make available records and SU's right to audit as delineated herein shall extend to actual costs incurred by subcontractor in performing Work required under the contract or any supplemental agreement thereto. The Contractor shall require in each subcontract that the subcontractor establish, maintain and make available to SU all records as defined and delineated herein, relating to all Work performed under the subcontractor including Work performed by a sub-subcontractor.

4.21 Contract Closeout

4211 Contract Closeout is described as certain collective Contract requirements indicating completion of the Work that are to be fulfilled near the end of the Contract time in preparation for final completion of the Work as well as final payment to the Contractor.

4212 Contract Closeout is directly related to Substantial Completion therefore, the time of closeout may be either a single time period for the entire Work or a series of time periods for individual elements of the Work that have been certified as Substantially Complete at different dates.

4213 Contract Closeout submittal includes but may not be limited to:

- 1) Record Documents described throughout Contract Documents.
- 2) As Built Drawings; disk and hard copy of both PDF & AutoCAD v. 2009 drawing files
- 3) Warranties as required by Specifications.
- 4) Copy of Final Change Order, if applicable.
- 5) Copy of Final Application for Payment.
- 6) Consent of Surety to Final Payment.
- 7) Copy of Certificate Approval or Certificate of Compliance.
- 8) Contractor's Confirmation of General Warranty.
- 9) Letter from A/E that all Punch List items have been completed

to their satisfaction.

- 10) Operating, Instruction and Maintenance Manuals for Equipment (Mechanical, Plumbing, Electrical, etc.) all in accordance with the Specifications.
- 11) Contractor's Affidavit of training to SU in proper operation and maintenance of systems, equipment and similar items which were provided as part of the Work.
- 12) Attic stock in accordance with the specifications.

4214 Substantial Completion - The Contractor shall complete the following before requesting the A/E and/or SU representative inspection for Certification of Substantial Completion either for the entire Work or portions of the Work.

- 1) Contractor shall apply for, and SU have in its possession, DCA's Certificate granting occupancy or use.
- 2) The Contractor is to complete the work as is outlined within the Punch List as has been developed and issued by the A/E.
- 3) After completion of the punch list, A/E and/or SU representative will inspect to determine status of completion.
- 4) Should the A/E or SU representative determine that the Work is not Substantially Complete, the A/E or SU representative will promptly notify the Contractor, in writing, giving the reasons therefore
- 5) The Contractor shall remedy the deficiencies and notify the A/E and/or SU representative when ready for re-inspection
- 6) The A/E and SU representative will re-inspect the Work. When the A/E and SU representative concur that the Work is Substantially Complete, the Contractor will be notified in writing of any outstanding Punch List items to be completed or corrected as verified by the A/E and SU representative.
- 7) Contractor shall certify that:
 - a. Work has been inspected for compliance with the Contract Documents.
 - b. Work has been completed in accordance with the Contract Documents.
 - c. Equipment and systems have been tested, as required, and are operational.
 - d. Work is completed and ready for final inspection.

4215 Final Completion – The Contractor shall complete the following before requesting the A/E and/or SU representative final inspection for Certification of Final Completion of the Work and final payment.

- 1) Contractor shall apply for and SU shall have in its possession DCA's Final Certificate granting occupancy or use.
- 2) A/E and SU representative will conduct an inspection to verify status of completion.

- 3) Should the A/E and/or SU representative determine that the Work is incomplete or defective:
 - a. The Contractor will promptly be notified, in writing, listing the incomplete or defective Work.
 - b. The Contractor shall remedy the deficiencies promptly and notify the A/E and SU representative when ready for re-inspection.
 - c. When the A/E and SU representative determine that the Work is acceptable under the Contract Documents and that all required submittals have been made, SU representative will request the Contractor to submit a final application for payment.

4216

Final Cleaning – The Contractor’s responsibilities in final cleaning include but, may not be limited to the following:

- 1) Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from interior and exterior surfaces. Materials and rubbish shall not be thrown from building openings above the ground floor unless contained within chutes.
- 2) Repair, patch and touch-up marred surfaces to match adjacent finishes.
- 3) Clean ducts, blowers, and coils if air conditioning or heating units were operated during construction and replace all filters accordingly.
- 4) Sweep, mop, and buff resilient floors and base.
- 5) Dust walls, metal, wood, and similar finished materials.
- 6) Clean all cabinet and casework.
- 7) Dust and wash all plumbing and electrical fixtures.
Remove stickers from all fixtures and devices accordingly.
- 8) Wash and buff or polish all non-resilient materials.
- 9) Vacuum carpet floors; clean as necessary.
- 10) Vacuum all floor areas if scheduled to receive floor finish by others.
- 11) Wash and polish all glass, inside and out; remove stickers and labels accordingly.
- 12) Replace broken or scratched glass with new glass.
- 13) Restore all landscaping, roadways and walkways to preexisting conditions. Damage to trees and plantings shall be repaired in the current or next planting season and such shall be guaranteed for one year from the date of repair and/or replanting.

5. ARTICLE 5 – CONTRACTOR FOR GENERAL CONSTRUCTION: SPECIAL RESPONSIBILITIES

5.1 Unique Role of Responsibility – Staffing

5.1.1 The Contractor for general construction (hereinafter referred to as the Contractor) has the responsibility for being the supervisor, manager, overseer, coordinator and expediter of all of the Contractors and of the total construction process and all of its parts, in accordance with the Contract Documents.

5.2 Control and Coordination of Construction

5.2.1 SU relies upon the organization, management, skill, cooperation and efficiency of the Contractor to supervise, direct, control and manage the general construction work and the efforts of the other Contractors, so as to deliver the completed Project in conformance with the Contract Documents and within the scheduled time. 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 A/E in the A/E's administration of the Contract, or by tests, inspections or approvals required or performed by other persons other than the Contractor, or other Contractors engaged by SU to perform specific work.

5.2.2 The Contractor shall include in its bid an amount sufficient to cover the cost of furnishing necessary administrative and supervisory forces to coordinate its Work and that of its Subcontractors.

5.2.3 All Subcontractors shall be responsible to the Contractor for performance of their contract work and for meeting those dates within the final project progress schedule.

5.3 Layout and Dimensional Control – Surveying

5.3.1 The Contractor shall be responsible for locating and laying out the building and all of its parts on the site, in strict accordance with the Drawings, and shall accurately establish and maintain dimensional control. The Contractor shall employ and pay for the services of a competent and licensed New Jersey engineer or land surveyor (who shall be approved by DPMC) to perform all layout work, and to test the level of excavations, footing base plates, columns, walls and floor and roof lines, and furnish to the A/E, as the Work progresses, certifications that each of such levels is as required by the Drawings. The plumb lines of walls, etc., shall be tested and certified by the surveyor as the Work progresses.

5.3.2 The engineer/surveyor, in the course of layout work both on the site and within the building, shall establish all points, lines, elevations, grades and bench marks for proper control and execution of the Work. The engineer/surveyor shall establish a single permanent bench mark

as directed, to which all three coordinates of dimensional control shall be topographical and utility survey data and all points, lines, elevations, grades and bench marks. Should any discrepancies be found between information given on Drawings and the actual site or field conditions, the Contractor shall notify the A/E of such discrepancy, and shall not proceed with any Work affected until receipt of written instructions from the A/E.

5.4 Construction Access Routes

5.4.1 The Contractor shall be responsible for providing and maintaining unobstructed traffic lanes on the designated construction access routes either shown on the Contract Drawings or reasonably required so as to perform the Work, and shall provide and maintain all reasonably required safety devices. The Contractor shall provide any necessary additional materials, their grading and compaction, and shall remove snow and debris as necessary to provide and maintain the general serviceable condition of the access roadbed, as well as pedestrian ways.

5.5 Project Sign

5.5.1 The Contractor shall erect and maintain one sign at the project site, as shown on the Drawings and located as directed by the A/E.

5.5.2 Painting shall be done by a professional sign painter, with two coats of exterior paint, colors, letter face and layout as shown. No other sign will be permitted at the site.

5.5.3 Upon completion of the Project, and when directed by the A/E or SU representative, the Contractor shall remove the sign. Should there be a change in the listed State officials; the Contractor shall make appropriate changes to the sign at its expense.

5.6 Dust Control

5.6.1 The Contractor, at its expense, shall provide and maintain necessary temporary dust-proof partitions around areas of work in any existing building or in new building areas as directed by the A/E or SU representative.

5.7 Repair of Finished Surfaces, Applied Finishes, Glass

5.7.1 The Contractor accepts sole responsibility for repair of uncontrolled dislodging, cracking, delaminating or peeling of finished surfaces such as concrete, pre-cast concrete, cast and natural stone, unit masonry, millwork, plaster, glass and applied finishes such as paint, and special coatings, within the contract scope and the limits of specified guarantee periods, regardless of the cause.

5.7.2 The Contractor shall be responsible for replacement of all broken glass installed by it or by its subcontractors, after same has been installed, no matter by whom or what caused. The Contractor shall replace all broken, scratched or otherwise damaged glass before the completion and acceptance of the Work. The Contractor shall wash all glass on both sides at completion, or when directed, removing all paint spots, stains, plaster, etc.

5.7.3 Nothing herein is intended to limit the right of the Contractor to seek payment from the party responsible for damages.

5.8 Photographs

5.8.1 With each application for payment until the exterior is completed, the Contractor shall submit progress photographs of the building, in duplicate to SU's representative, giving two views of each building as selected by the A/E, taken from the same points each month. This requirement shall apply to the creation of the new space only.

5.8.2 The photographs shall be 8" by 10", shall bear the date of the exposure, SU project number and title and the names of the Contractor and the A/E. Fifty (50) digital images shall be submitted along with the traditional photographs indicated in section 5.8.1 above at the Contractor's option.

5.9 Warranty

5.9.1 Neither the final certificate of payment, nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by SU shall constitute an acceptance of Work not done in accordance with the Contract Documents, nor shall it relieve the Contractor of liability with respect to any expressed or implied warranties or responsibility for faulty materials or workmanship. SU will give notice of observed defects with reasonable promptness.

5.9.2 In addition to warranties otherwise specified in other sections of the Specifications, the Contractor and each individual subcontractor shall guarantee and warrant, in writing, the Work to be performed and all materials to be furnished under this Contract against defects in materials or workmanship, and shall pay for the value or repair of any damage to other work resulting there from for a period of one year or as specified from the date of Substantial Completion. All warranties, bonds, etc. required by the Specifications shall be in writing in requisite legal form and delivered to SU no later than time of submission of the invoice for final payment.

- 5.9.3** All subcontractors' warranties, bonds, etc. shall be underwritten by the Contractor, which shall obtain and deliver same to SU before the Work shall be deemed finished and accepted.
- 5.9.4** The Contractor shall, at its own expense and without cost to SU, within a reasonable time after receipt of written notice thereof, and without negatively impacting SU operations related to the Work, make good any defects in material or workmanship which may develop during stipulated guarantee periods, as well as any damage to other work caused by such defects or by their repairs. Any other defects in materials or workmanship not reasonably observable or discovered during the warranty period shall be repaired and/or replaced at the Contractor's expense, and such shall be completed within a reasonable time after written notice is given to the Contractor.
- 5.9.5** It is anticipated that certain permanent equipment will have to be activated during construction of the project to support construction operations. This would particularly be the case with respect to service elevators and those portions of the permanent heating system which might be required to provide temporary heat for interior finish operations. Regardless of when equipment is activated for use during construction, all equipment warranties must extend for the time periods required in these Specifications, starting as of the date of Substantial Completion or Final Completion of the Project by SU. All Contractors shall include in their base bids all costs necessary to provide extended warranties as necessary for any equipment which may be activated prior to final building acceptance by SU.

5.10 Security Services

- 5.10.1** The Contractor shall provide security services throughout the period of construction to adequately protect the Work, stored materials and temporary structures located on the premises, and to prevent unauthorized persons from entering the construction site. The period of time and the hours of the day or night required for such services shall be established by the Contractor for general construction and must be sufficient to insure all Contractors' equipment and materials are adequately protected. If SU determines that adequate protection is not being provided and directs the Contractor for general construction to increase the service, such protection shall be provided at no extra cost to SU.

6. ARTICLE 6 -- TEMPORARY FACILITIES, UTILITIES AND SERVICES

6.1 Field Offices

- 6.1.1** The Contractor will provide onsite and maintain during the project construction a suitable weather-tight insulated field office conveniently located for reception and continuous use, and shall maintain therein a complete set of Contract Documents including Drawings, Specifications,

CPM network diagrams, Change Orders, logs, other details and correspondence. The field office shall contain approved and safe heating facilities and lighting, convenience outlets, a fire extinguisher, a minimum of two operating windows of 15 square feet each and an outside door with a handle, hasp and padlock.

6.1.2 The field office may be removed upon enclosure of the building at a time directed by SU representative or the A/E; contents and operations will be transferred to the interior of the project building by the Contractor, and said offices shall be maintained by the Contractor until Final Completion of the Project, unless otherwise directed by SU.

6.1.3 The Contractor shall be responsible for the maintenance of all temporary offices, janitorial service and other incidentals.

6.1.4 Each Contractor shall provide its own telephone, data lines and equipment at no cost to the University.

6.2 Temporary Storage, Staging and Shelter Structures

6.2.1 Each Contractor will provide and maintain, for its own use and as each deems necessary, suitable and safe temporary storage, tool shops, and employees' sheds for proper protection, storage work and shelter, respectively. Each Contractor shall maintain these structures properly and remove them at the completion of Work. Locations shall be directed by the Contractor. The Contractor making use of these areas shall be responsible for correcting defects and damage caused by such use and for keeping these areas clear and clean.

6.3 Temporary Construction Operations/Services Facilities

6.3.1 Each Contractor shall be responsible for providing for its own requirements relative to storage areas, employee vehicular parking, equipment marshaling areas, excavation borrow/spoils designated areas, commercial canteen areas, etc. The Contractor shall locate these areas to suit project requirements, with SU's concurrence.

6.4 Temporary Toilet Facilities

6.4.1 The Contractor shall provide and pay for suitable temporary toilets at an approved location on the site and prior to the start of any field Work. They shall comply with SU, State, local laws, and regulations. The Contractor will be responsible for maintenance, removal and relocation as described hereinafter.

6.4.2 Toilets shall be serviced by a firm qualified and experienced in such functions.

- 6.4.3** Toilets shall be of the portable chemical type, mounted on skids, with screened enclosures with doors, each having a urinal and water closet.
- 6.4.4** Each unit shall be serviced at least twice a week, including the removing of waste matter, sterilizing, recharging tank, refilling tissue holders, and thoroughly cleaning and scrubbing of entire interior, which shall be maintained in a neat and clean condition.
- 6.4.5** When toilets are connected to water and sewer lines, precautions shall be taken to prevent freezing.
- 6.4.6** The temporary toilet units shall be removed from the Work site at the completion of the Work, or when so directed by SU or the A/E.
- 6.4.7** Workers are not to use existing SU facilities.

6.5 Temporary Drives and Walks

- 6.5.1** The Contractor shall be responsible for keeping all roadways, drives and parking areas within or proximate to the site free and clear of debris, gravel, mud or any other site materials by ensuring that all reasonably necessary measures are taken to prevent such materials from being deposited on such surfaces. This includes, as may be appropriate, the cleaning of vehicle wheels, etc., prior to exit from the construction site. Should such surface require cleaning, the Contractor will clean these surfaces without additional cost to SU. The Contractor will be held accountable for any citations, fines or penalties imposed on SU for failing to comply with local rules and regulations.
- 6.5.2** Should the Contractor elect to commence construction of permanent driveways, parking areas or walks (other than general grading of temporary shop areas), the Contractor shall not do so without the approval of SU's representative. The Contractor shall not do so without having prepared the subgrade, as may be elsewhere required by the Specifications, nor will the Contractor be relieved from any responsibility for providing additional materials or for reworking the subgrade prior to completion of the Work, if so required to make the improvements conform fully with the Specifications.
- 6.5.3** The Contractor shall obtain permission in writing from SU before using any existing driveways or parking areas not specifically designated for such use in the Contract Documents for construction purposes.

The Contractor shall maintain such driveways and areas in good condition during the construction period, and at completion of the project shall leave them in the same condition as at the start of the

Work. Conditions before use should be carefully photographed or documented by the Contractor.

6.6 Temporary Water

- 6.6.1** The Contractor shall provide, protect and maintain an adequate valved water supply to a convenient location for the use of all Contractors on the project during the period of construction, either by means of the permanent water supply line, or by the installation of a temporary water supply line. If the source of water supply is a well, provisions covering the supply water will include the installation of necessary power-driven pumping facilities by the plumbing Contractor. The well shall also be protected against contamination. The water supply shall be tested periodically by the Contractor, and if necessary, shall be chlorinated and filtered. All costs in providing water, other than the cost of the water itself, will be borne by the Contractor. Electrical services and hookups will be provided by the Contractor, which will pay all costs for this electrical Work. Should pumps be installed in connection with this water supply, electrical connections will be provided and paid for by the Contractor.
- 6.6.2** Temporary water may or may not be provided by SU at no charge to the Contractor, provided and to the extent it may be existing and available at the site immediately prior to and during construction. It is the obligation of Contractor requiring temporary facilities to investigate and make specific arrangements with the using agency for such facilities and to include in its proposal the cost of any additional facilities the Contractor may require for proper conduct of its Work.
- 6.6.3** The Contractor shall install its temporary and/or permanent water lines to the boiler room and heating equipment in sufficient time to be available for supplying water for testing and operation of the heating system, when such are needed to supply heat for the project.
- 6.6.4** The Contractor is responsible to protect all water lines from damage or freezing, be they permanent or temporary. Should water connections be made to an existing line, the plumbing Contractor shall provide a positive shut-off valve at its own cost and expense.
- 6.6.5** If the Contractor fails to carry out its responsibility in supplying water as set forth herein, the Contractor shall be held responsible for such failure, and SU shall have the right to take such action as is deemed proper for the protection and conduct of the Work and may deduct the cost involved in so doing from any sums due the Contractor.
- 6.6.6** The unauthorized use of campus fire hydrants as a source of temporary water is strictly prohibited. Unauthorized use of a campus fire hydrant may result in the immediate shut-down of the Project.

6.7 Temporary Light and Power

- 6.7.1** The Contractor shall extend electrical service to the building or buildings at locations approved by SU; temporary electrical service shall be independent of the existing permanent service.
- 6.7.2** The Contractor shall pay for the cost of all electric energy used on distribution lines installed by the Contractor until the project is accepted by SU. The Contractor shall provide and pay for all maintenance, servicing, operation and supervision of the service and distribution facilities. The Contractor shall also connect, maintain and service any electrical equipment installed by the HVAC Contractor which may be necessary for maintaining heat whenever heat is required in the building, whether from the temporary or permanent system.
- 6.7.3** If the Contractor fails to carry out its responsibility in the supplying of uninterrupted light and power or other utility as set forth herein shall be held responsible for such failure and SU shall have the right to take such action as is deemed proper for the protection and conduct of the Work and shall deduct the costs involved from the amount due the Contractor.
- 6.7.4** There shall be no additional cost to SU because of standby requirements due to conflict in the normal working hours of the various trades. The Contractor shall provide temporary light and power to all trades during normal working hours of such trades. Where overtime work by the Contractor necessitates standby electricians or other trades, the Contractor shall be responsible for making appropriate arrangements, financial and otherwise, for such service at no cost to SU.
- 6.7.5** The Contractor shall observe the requirements of the Federal Occupational Safety and Health Act of 1970 with regard to temporary light and power.

6.8 Temporary Heat

- 6.8.1** Prior to the building being enclosed by walls and roof, if the outside temperatures shall fall below 40 degrees F. at any time during the day or night, and heat is required for Work in progress or for its protection, the Contractor shall furnish, at their expense, acceptable means to provide sufficient temporary heat to maintain a temperature of not less than 45 degrees F.
- 6.8.2** Heating of field offices, storage spaces, concrete and masonry materials and working area, as required, shall be provided by the responsible Contractors.

- 6.8.3** As soon as the Contractor determines that the building, or a major unit thereof, is "generally enclosed" by walls and roof, the responsibility of supplying working area heat shall rest with the Contractor. When the outside temperature falls below 40 degrees F. at any time during the day or night, the Contractor shall furnish sufficient heat by the use and maintenance of LP gas heaters or other acceptable means to maintain a temperature of not less than 45 degrees F. within the enclosed area of the building at all times, and shall remove such heaters when no longer required.
- 6.8.4** The Contractor will be held responsible for providing temporary heat for all damages resulting from freeze-ups as a result of its Work.
- 6.8.5** The Contractor shall not assume that the permanent heating system or any part thereof will be available for furnishing of temporary heat during the period for which temporary heat is the responsibility of the Contractor. The Contractor's base bid price shall therefore include the cost of all equipment necessary for providing temporary heat as required under these Specifications.
- 6.8.6** All heating equipment at a minimum shall be OSHA-approved and connected to approved flues to the atmosphere.
- 6.8.7** Storage of cylinders within the building will not be permitted at any time. Fire extinguishers shall be provided by the Contractor on each floor where heaters are used and the areas must be adequately ventilated.
- 6.8.8** Contractors responsible for providing temporary heat shall train at least two dependable persons to oversee temporary heat operations.
- 6.8.9** For the purposes of establishing the beginning of the Contractor's obligation to provide temporary heat, a building or major unit thereof shall be considered generally enclosed when (a) the exterior walls have been erected, (b) a temporary roof or permanent roof is installed and in watertight condition, and (c) temporary or permanent doors are hung and window openings are closed with either permanent or temporary weather-tight enclosures (cardboard or woven materials are not to be used; however, any impervious transparent material reasonably intended for such purpose is acceptable).
- 6.8.10** SU reserves the right to permit the substitution of limited temporary enclosures in lieu of permanent construction for the attainment of a permanently tight building if such action is deemed by SU to be in the best interest of the project. This action will not be such as to create a future jeopardy to the environment integrity of the building as construction proceeds.

6.8.11 When the permanent heating system provided by the Contractor is the source of the heat, the Contractor shall be responsible for paying for all water, electricity and fuel required for the operation of the permanent heating system until SU assumes beneficial occupancy/use of the project.

6.8.12 Should electricians be required to supervise and maintain electrical equipment required for the provision of heat, the payment for the services of the supervisors and/or maintenance personnel shall be the responsibility of the Contractor.

Should the proper type of electric service not be available to supply electrical energy for the operation of the heating system in supplying temporary heat, it shall be the responsibility of the Contractor to provide a motor-driven generator unit of sufficient capacity, voltage and phasing to provide uninterrupted service for the operation of the heating system.

The Contractor shall pay the cost of all fuel consumed in the operation of the generating unit for supplying temporary heat. The Contractor shall provide uninterrupted electrical service to the heating, water and pumping equipment.

6.8.13 If additional heat is required beyond that specified herein, the Contractor requiring such additional heat shall arrange and pay the additional costs thereof, at no expense to SU.

7. ARTICLE 7 – SUBCONTRACTORS

7.1 Contractor - Subcontractor Relationship

7.1.1 Within 14 calendar days after award of the Contract, the Contractor shall provide written notification to SU of the names of subcontractors, other than those required to be listed in the bid proposed or as required for DCA Construction Permit to perform the principal parts of the Work and of such others as SU may direct. Contractor shall not employ any subcontractor without prior acceptance by SU, or any subcontractor that SU may reject within a reasonable time. The Contractor shall not employ any subcontractor that has been debarred, suspended or proposed for debarment by the State of New Jersey. The Contractor shall be responsible to review the debarment list each week, and notify SU of any change of status of any subcontractors. The Contractor shall certify in writing to SU all subcontractors used for the project have not been debarred, suspended or proposed for debarment by the State of New Jersey.

The list of proposed Subcontractors may be considered approved by SU if no reply is forwarded to the Contractor within 15 calendar days following receipt of the list by SU.

- 7.1.2** If SU has reasonable objection to any such proposed subcontractor, the Contractor shall substitute another subcontractor to which SU has no reasonable objection. Under no circumstances shall SU be obligated for additional cost due to such substitution.
- 7.1.3** The Contractor shall make no substitution for any subcontractor, person or firm previously selected and approved, without written notification to SU and receipt of SU's written approval for such substitution.
- 7.1.4** The Contractor acknowledges its full responsibility to SU for the acts and omissions of its subcontractors, and of persons and firms either directly or indirectly employed by them, equally to the extent that the Contractor is responsible for the acts and omissions of persons and firms directly or indirectly employed by it. Contractor acknowledges that it remains fully responsible for the proper performance of its contract irrespective of whether work is performed by the Contractor's own forces or by subcontractors engaged by the Contractor.
- 7.1.5** Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and SU.
- 7.1.6** By an appropriate agreement, written where legally required for validity, the Contractor shall require each subcontractor, to the extent of the Work performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these documents, assumes toward SU, the A/E and the other separate prime Contractors.
- Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with its sub-subcontractors.
- 7.1.7** The Contractor and all subcontractors agree that, in the employment of both skilled and unskilled labor, preference shall be given to residents of the State of New Jersey and eligible "Commerce-registered" small businesses, if such labor force is available.
- 7.1.8** The subcontractor or material supplier shall not relieve the Contractor, of the responsibility of complying with all provisions of the Contract Documents.

8. ARTICLE 8 - RELATIONSHIP BETWEEN OWNER & CONTRACTOR

8.1 Owner's Right to Perform Work

8.1.1 SU may, and reserves the right to, enter upon the premises at any and all times during the progress of the Work, or cause others to do so, for the purpose of installing any apparatus or carrying on any construction not included in these Specifications or for any other reasonable purpose.

8.2. Mutual Responsibility

8.2.1 The Contractor shall afford SU reasonable opportunity introduction and storage of their materials and equipment and the execution of their Work. The Contractor shall coordinate its Work with adjacent work and with other trades, so that no portion of the Work is delayed or not properly undertaken due to such lack or failure of cooperation.

8.2.2 The Contractor shall lay out and install its Work at such time or times and in such manner as to facilitate the general progress of the Project.

8.2.3 Before the completion of the Work contemplated herein, should it be deemed necessary by SU to do any work whatsoever in or about the structure, other than as provided for in the Contract Documents, the Contractor shall fully cooperate with such other individual or firm as SU may employ to do such work, so that such additional work may be performed without unreasonable interference. The Contractor shall afford said other individual or firm all reasonable facilities for doing such work. Other than for an extension of time, the Contractor shall make no claim to SU as a result of such work as is contemplated herein.

SU shall at all times have access to the Work whether it is in preparation or in progress, and the Contractor shall provide proper facilities for such access and for inspection. SU reserves the option to employ the services of a professional consultant to evaluate any phase of the Work deemed to be in the best interest of SU, but no evaluation performed shall in any way relieve the Contractor of its responsibilities under the Contract. The Contractor shall cooperate with the consultants and provide access to the Work and facilities for inspection. Should any portion of the Work or materials be found deficient or defective, the Contractor will pay the applicable fees of such consultant and be responsible for replacing the deficient or defective Work as required by the provisions stated elsewhere herein.

824 Any costs caused by defective or ill-timed Work shall be borne by the responsible party.

825 If the Contractor should destroy, damage or disturb the work of any other Contractor in or about the building or premises, the Contractor shall

immediately either replace the destroyed work and make good the damaged and disturbed work to the satisfaction of the A/E and SU, or shall reimburse the Contractor whose work has been destroyed, damaged or disturbed for the expense of replacing such work.

- 826** Should a Contractor sustain any damage through any act or omission of any other Contractor having a contract with SU, or through any act or omission of a subcontractor of any such Contractor, or through any act or omission of the A/E, the Contractor shall have no claims against SU for such damage, but shall have a right of action to recover such damages from the causing party or parties, in accordance with Section 8.4.2, which is included in SU's contract with all other such Contractors and the A/E.

8.3 Substantial Completion

- 831** At the request of SU, and / or the A/E, the Contractor shall make a joint inspection of the Work, and if all determine that the Work is substantially completed, SU may give Notice of Substantial Completion for Beneficial Use. Such certification shall in no way relieve the Contractor of any contractual obligation or in any way relieve the Contractor from responsibility to promptly complete punch list Work.

- 832** Standard warranty period for equipment, workmanship and materials shall commence on the date of acknowledgment of substantial completion of the project or portions thereof so certified, or from the time of completion and acceptance of equipment, work or materials in question, whichever is later, unless specified to the contrary as a condition of partial acceptance.

- 833** Use and possession prior to completion: SU shall have the right to take possession of or use any completed or partially completed part of the Work. Prior to such possession or use, SU shall furnish the Contractor with an itemized list of Work remaining to be performed or corrected on such portions of the project as are to be possessed or used by SU, provided that failure to list any item of Work shall not be deemed an acceptance of any Work under the Contract. While SU has such possession or use, the Contractor, notwithstanding the provisions of Section 4.5 of this Contract entitled "Permits - Laws - Regulations," shall be relieved of the responsibility for the loss or damage to the Work resulting from SU possession or use. If such prior possession or use by SU delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment in the contract time of completion will be made and the Contract shall be modified in writing accordingly.

8.4 Contractor's Claims for Damages

841 Any claims made by a Contractor against SU for damages or extra costs are governed by and subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., as well as all the provisions in this Contract.

842 Any Contractor or A/E having, or which shall hereafter have, a contract with SU, which by its own acts, errors or omissions, damages or unnecessarily delays the Work of the Owner or other Contractors by not properly cooperating with them or by not affording them reasonably sufficient opportunity or facility to perform work as may be specified, by reason of which act, error or omission of the said Contractor, the A/E or any other Contractor shall sustain damages, including delay damages, during the progress of the Work hereunder, then and in the event, the culpable party agrees to pay all costs and expenses incurred by the damaged Contractor(s) or A/E due to any such delays and/or damages whether by settlement, compromise or arbitration and the injured Contractor or A/E shall have a right to redress enforcement in court directly against the culpable party.

In addition, the culpable party agrees to defend, indemnify and save harmless the State from all such claims and damages. Nothing contained in this paragraph shall be construed to relieve the culpable Contractor or A/E from any liability or damage sustained on account of such acts, errors or omissions caused by any acts or omissions as specified in the above paragraph, and the Contractor's exclusive remedy shall be against the culpable party.

8.5 SU's Right to Accelerate

851 SU may order and direct the Contractor responsible for delay as described in Section 8.2.3 of this document or as may be apparent as a result of observation of the work, to accelerate that Contractor's Work at any particular place or places by increasing its forces, Working overtime and/or on Saturdays, Sundays, and holidays as may be required to enable others to carry on with their own work in accordance with the project progress schedule. The cost of such acceleration efforts shall be borne entirely by the responsible Contractor and shall not be billed to SU.

8.6 Time of Completion - Delay - Liquidated Damages

861 In the event the Contractor fails to complete the Work within the time stated in the Contract Documents, the Contractor may be liable to SU for Liquidated Damages as provided for in N.J.S.A. 18A:64-73 refer to Supplementary General Conditions for specific details.

862 It is hereby understood and mutually agreed by and between the Contractor and SU that the date of the initiation, the dates of required intermediate milestones, and the time for completion, as

specified in the Contract of the Work to be done hereunder are essential conditions of this Contract.

- 863** The Contractor agrees that the Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and SU, that the time for the completion of the Work herein is a reasonable time.

If the Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by SU, then the Contractor does hereby agree, as a part consideration for the awarding of its Contract, to pay SU the amount specified in Section 8.6.1 above, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor may be held in default after the stipulated date in the Contract for completing the Work.

- 864** The amount of liquidated damages is fixed and agreed upon by and between the Contractor and SU because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages SU would in such event sustain, and said amount is agreed to be the amount of damages which SU would sustain, and said amounts shall be retained by SU as necessary to cover projected untimely completion of the contract work due to Contractor-caused delays.

- 865** It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any Work, the new time limit fixed by such extension should be of the essence of this Contract.

- 866** The Contractor shall not be charged with liquidated damages, or any excess cost when SU determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to SU.

- 867** The Contractor shall, within five (5) calendar days from the beginning of such delay, unless SU shall grant a further period of time prior to the date of final settlement of the contract, notify SU in writing of the causes of the delay. SU shall first ascertain the facts and the extent of the delay and shall notify the Contractor within a reasonable time that good cause has been shown to warrant the granting of such extension.

8.7 No Damage for Delay-Limitation on Claims Against the University

871 SU shall have the right to defer the beginning or to suspend the whole or any part of the Work herein contracted to be done whenever, in the opinion of SU, it may be necessary or expedient for SU to do so.

If the Contractor is delayed in the completion of the Work by act, neglect or default of SU, of the A/E or of any of the Contractors employed by SU upon the Work; by changes ordered in the Work; by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties or any cause beyond the Contractor's control; or by any cause which SU shall decide to justify the delay; then for all such delays and suspensions, the Contractor shall be allowed one calendar day addition to the time herein stated for each and every calendar day of such delay so caused in the completion of the Work as specified in Section 8.6 above, the same to be determined by SU, and a similar allowance of extra time will be made for such other delays as SU may find to have been caused by SU. No such extension shall be made for any one or more of such delays unless, within ten (10) calendar days after the beginning of such delay, a written request for additional time shall be filed with SU. Apart from extension of time, no payment or allowance of any kind shall be made to the Contractor as compensation for damages on account of hindrance or delay from any cause in the progress of the Work, whether such delay is avoidable or unavoidable.

872 The Contractor shall not be entitled to any damages or extra compensation against SU by reason of any delays in its works resulting from acts or omissions of any third parties irrespective of extension granted under the contract, including but not limited to delays caused by third parties such as the A/E, other contractors, utilities and governmental authorities.

873 SU shall only be required to pay claims for additional compensation for delays caused by SU itself and only to the extent required by N.J.S.A. 2A:58B-3 for delayed performance caused by SU's own negligence, bad faith, active interference or other tortious conduct, but not for delays resulting from the negligence of others including others under the contract with SU. SU shall not be liable to the Contractor for extra compensation for any period of delay when there is a concurrent delay for which SU is not responsible.

8.8 Indemnification

881 The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless SU, the State of New Jersey, and its employees from and against, any and all claims, demands, suits, actions, recoveries, judgment and costs of expenses in

connection therewith on account of the loss of life, property, injury or damage to the person, body or property sustained by Stockton University or third parties, resulting from the performance of the project or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor or Subcontractors in the Project, or through any act or omission on the part of the Contractor or its agents, employees or servants, or Subcontractors which shall arise from or result directly or indirectly from the Work and/or materials supplied under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

882 In any and all claims against SU or the A/E or any of their agents or employees by any employees of the Contractor or subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 8.8 shall not be limited in any way as to the amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under worker's or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

8.9 Contract Time - Notice to Proceed

891 Contract time shall commence on the date of the Contractor's receipt of a written Notice to Proceed issued by SU. The Notice to Proceed will be issued by SU after SU's receipt and acceptance of properly executed Contract Documents, including performance and payment bonds. Unless otherwise ordered by SU in writing, the Contractor shall initiate its Contract Work at the site no later than 14 calendar days after its receipt of the Notice to Proceed.

892 Provided the contract is not terminated pursuant to Section 2.2 of the Instructions to Bidders if, in the opinion of SU, the Contractor's delay in furnishing financial responsibility and performance or payment bonds causes a delay in the issuance of the Notice to Proceed, the time to complete the Work as specified in the contract may be reduced to reflect such delay.

893 The Contractor shall perform no Work under this Contract until the required evidence of financial responsibility and bonds has been furnished. Thereafter, Work at other than the contract site may be undertaken. The Contractor shall perform no Work at the contract site except pursuant to a Notice to Proceed given by SU.

894 A Notice to Proceed may be issued by SU at its convenience. Any right of the Contractor to any adjustment because of a delay in issuing a Notice to Proceed shall be determined in accordance with Section 2.1

entitled "SU's Right to Stop Work.

9. ARTICLE 9 - PROJECT SCHEDULE

9.1 GENERAL REQUIREMENTS

9.1.1 The Work under this Contract will be planned, scheduled, executed, and reported pursuant to provisions of the General Conditions, Supplemental General Conditions (if any) and the specified dates in the Summary of Work.

9.1.2 The Contractor shall in no way be relieved of its responsibility of complying with all of the requirements of the Contract Documents, including, but not limited to, the responsibility of completing the Work within the Contract time and the responsibility of planning, scheduling, and coordinating the Work. The Contractor is required to comply with all control procedures specified herein and with any reasonable changes that may be necessary in the opinion of SU during the Contract duration.

9.1.3 All milestones or specific completion dates listed in these Specifications or elsewhere in the Contract Documents are considered essential to the satisfactory performance of the Contract and to the coordination of all Work on the project.

The specific completion dates listed represent the latest allowable completion dates. Earlier completion dates may be established as agreed by the Contractor and SU.

9.1.4 Should the Contractor plan to complete the Work earlier than any required Milestone or Completion date, SU shall not be liable to the Contractor for any costs or damages if the Contractor is unable to complete the Work before such Milestone or Completion date.

9.1.5 The Contractor shall provide all information and input required for the development of the schedule for the Work according to the requirements of this Article. The purpose of the project schedule shall be to:

- a. Assure adequate planning, scheduling and reporting during execution of the Contract.
- b. Assure coordination of the Work of the Contractor, subcontractors and suppliers.
- c. Assist the Contractor and SU in monitoring the progress of Work and evaluating proposed changes to the Contract and project schedule.
- d. Assist the Contractor and SU in the preparation and evaluation of the Contractor's monthly progress payments

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

9.2 BREACH

9.2.1 Failure of the Contractor to comply with the requirements of this Article shall constitute reason that the Contractor is failing to prosecute the Work with such diligence as will insure its completion within the Contract items shall be considered a breach of the Contract.

9.3 PROJECTS WITH CONSTRUCTION VALUES LESS THAN \$3,000,000.00 (PROGRESS SCHEDULE)

9.3.1 The Work under this Contract will be planned, scheduled, executed and reported using a bar chart schedule as described below unless otherwise noted in the Supplementary General Conditions.

9.3.2 Schedule Requirements

1. Within ten (10) calendar days of the Notice to Proceed, the Contractor shall submit to A/E and SU representative for review and comment, a Progress Schedule for the construction work scope. The schedule shall provide a complete and detailed sequence of operations of the Work within the limits specified in the Contract.
 - a. The Progress Schedule diagram shall include:
 1. The order of the Contractor's activities including dates for start and completion.
 2. Conformance with and identification of the specific dates specified in the Contract Documents.
 3. The description of Work by activity.
 4. Offsite activities: The Contractor shall include in the Progress Schedule all procurement activities which lead to the delivery of long-lead materials to the site, (long-lead items are defined as those requiring more than one month between ordering and delivery to the site).

Offsite activities shall include the following:

- a. Dates of submittals, ordering, manufacturing or fabricating, and delivery of equipment and materials.
- b. All significant Contractor activities during the fabrication and erection/installation in a Contractor's plant or on a job site, including materials/equipment purchasing, and delivery.
- c. Contractor's Drawings and submittals to be prepared and submitted to the A/E. The Contractor shall be solely responsible for expediting the delivery of all material to be furnished by him so that construction progress is maintained according to the current

schedule for this Work.

Submittals, equipment orders and similar items are to be treated as schedule activities and shall be given appropriate activity numbers.

5. Delivery of SU furnished material and equipment.
 6. Shop fabrication and delivery.
 7. Testing of equipment and materials.
 8. All code compliance inspections.
- b. The identity and duration of activities comprising the Progress Schedule shall meet the following criteria:
1. Activity boundaries shall be easily measurable and descriptions shall be clear and concise. The beginning and end of each activity shall be readily verifiable, and progress should be quantifiable.
 2. Responsibility for each activity shall be identified with a single performing organization.
 3. Seasonal weather conditions, utility coordination, no-Work periods, expected job learning curves, and other foreseeable delays to activities shall be considered and included in the planning and scheduling of all Work.
2. The level of detail of the Progress Schedule shall be such that activity durations over twenty-one (21) working days shall be kept to a minimum except for non-construction activities such as shop drawing and sample submittals, fabrication and delivery of materials and equipment, delivery of equipment, concrete curing and General Conditions activities.
 3. The Progress Schedule shall show a completion date for the project that is not later than the project's required completion date. All activity durations shall be given in calendar days. The Schedule also shall show the following for each activity:
 - a. Work of outside contractors, e.g., utilities, power, and with any separate contractor.
 - b. Description.
 - c. Estimated duration.
 - d. Planned start (by calendar date).
 - e. Planned finish (by calendar date).
 - f. Activity codes.
 4. The schedule shall be prepared with notations to show how sequence of Work is affected by requirements for phased

completion, Work by SU, pre-purchased materials, coordination with existing Work, limitations of continued occupancies, site restrictions, provisions for future Work, seasonal variations, environment control, and similar provisions of total project.

5. It is to be expressly understood and agreed by the Contractor that the Progress Schedule is an estimate to be revised from time to time as progress proceeds, and that SU does not guarantee that the Contractor can start Work activities on the start dates or complete Work activities on the finish dates shown in the initial schedule, or in an updated or revised schedule; nor does SU guarantee that the Contractor can always proceed in the sequence established by said schedule.

9.3.3 REVIEW AND ACCEPTANCE PROCESS

1. SU representative will review and comment in writing those issues and/or concerns regarding the Contractor's Progress Schedule. The Contractor shall comply with all of the submission requirements of the Specifications as set forth above.
2. The Contractor shall revise and resubmit the Progress Schedule within seven (7) calendar days. SU representative will review and comment on the revised schedule.
3. If approved, the Progress Schedule will become the official Project Schedule and will be used to monitor progress of the Work, subject to such revisions made to the schedule as provided for herein or in the Contract Documents and to support requests for payment.
4. Acceptance by SU representative of the Contractor's Progress Schedule shall not relieve the Contractor of the responsibility for accomplishing the Work within every Contract required Milestone and completion date. SU representative disclaims any obligation or liability due to acceptance of the Progress Schedule.

9.3.4 SCHEDULE UPDATES

1. The Contractor understands and agrees that their Progress Schedule is intended to accurately reflect at all times the status of the construction project. The Contractor also understands and agrees that updating the schedule is a key component of this requirement and will make every reasonable effort to provide current information.
2. Separate update meetings will be held to report schedule progress and to review the Contractor's application for progress payment.

3. SU representative will not be obligated to review or to process an application for progress payment until the Contractor has submitted an updated Progress Schedule and percentages of completion are agreed to by SU representative, A/E and Contractor.
4. Specific dates for updates shall be agreed and established by SU representative, A/E, and Contractor but, shall be at a minimum, monthly. These updates shall be coordinated with the Contractor's application for payment date.

9.3.5 SCHEDULE REVISIONS

1. The Contractor understands and agrees that their Progress Schedule is intended to accurately reflect at all times the status of the construction project. The Contractor also understands and agrees that updating the schedule is a key component of this requirement and will make every reasonable effort so that the schedule accurately reflects current conditions.
2. Should the Contractor after approval of the initial Progress Schedule want to change the plan of construction, he shall submit the requested revisions to SU representative including a description of the logic for rescheduling the Work, methods of maintaining adherence to intermediate Milestones and specific dates and the reasons for the revisions. If the requested changes are accepted by SU, they will be incorporated by the Contractor into the Progress Schedule in the next reporting period.
3. If SU representative orders changes by Change Order that impact the Contract Milestones or specific dates stipulated, a Network showing the impact will be prepared by the Contractor and provided to SU. After SU accepts the Network, it will be incorporated into the Progress Schedule by the Contractor. No time extension for such changes shall be granted unless the change extends the project beyond the Contract Substantial Completion date.
4. If at any time during construction it appears to SU representative that the Contractor's schedule no longer represents the actual progress of the Work, SU representative will request in writing a revision to the schedule. Any out of sequence progress will be considered evidence that the schedule needs revising. The Contractor will have three (3) Working days to respond to that written request.

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

9.3.6 RECOVERY SCHEDULE

1. Should any of the conditions exist, such that certain activities shown on the Contractor's Progress Schedule fall behind schedule to the extent that any of the specific dates are in jeopardy, the Contractor shall be required at no extra cost to SU to prepare and submit to SU representative a supplementary Recovery Schedule, in a form and detail to regain compliance with the current accepted Progress Schedule. The preparation of a recovery schedule shall not be grounds for a Change Order or a Time Extension.
2. The Contractor shall perform the following after determination of the requirement for a Recovery Schedule:
 - a. Within three (3) calendar days, the Contractor shall submit a Recovery Schedule for review and acceptance to SU representative. The Recovery Schedule shall be prepared to similar level of detail as the Progress Schedule.
 - b. Any revisions necessary because of this review shall be resubmitted by the Contractor for acceptance within two (2) calendar days receipt of SU comments. SU accepted Recovery Schedule shall be the Schedule that the Contractor shall use in planning, organizing, directing, coordinating, performing, and executing the Work (including all activities of subcontractors, equipment vendors and suppliers) for the duration of the recovery schedule to regain compliance with the Progress Schedule.

9.4 PROJECTS WITH CONSTRUCTION VALUE GREATER THAN OR EQUAL TO \$3,000,000.00 (CPM SCHEDULE)

9.4.1 The Work under this Contract will be planned, scheduled, executed and reported using the Critical Path Method (CPM).

9.4.2 CPM REQUIREMENTS

1. Within fifteen (15) calendar days of the Notice to Proceed the Contractor shall submit to A/E and SU representative for review and comment, a CPM Schedule for the construction/erection Work scope. The schedule shall provide a complete and detailed sequence of operations of the Work within the limits specified in the Contract.

- a. The CPM Schedule shall include:
 1. The order and interdependencies of the Contractor's activities and the major points of the interface or interrelation with the activities of others, including specific dates for completion. The following criteria shall form the basis for assembly of the logic:
 - a. What activity must be completed before a subsequent activity can be started?
 - b. What activities can be done concurrently? This includes activities with Start-To-Finish and Finish-To-Finish relationships with or without leads and lags.
 - c. What activities must be started immediately following a completed activity?
 2. Activities should be linked between major area separations of the project so that the individual areas do not imply complete independence. The critical path should run through all major areas, since the entire project must be completed.
 3. Conformance with and identification of the specific dates specified in the Contract Documents.
 4. The description of Work activity
 5. Off site activities:

Off site activities shall include the following:

 - a. Dates of submittals, ordering, manufacturing or fabricating, and delivery of equipment and materials.
 - b. All significant Contractor activities during the fabrication and erection/installation in a Contractor's plant or on a job site, including materials/equipment purchasing and delivery.
 - c. Contractor's drawings and submittals to be prepared and submitted to the A/E. The Contractor shall be solely responsible for expediting the delivery of all material to be furnished by him so that construction progress is maintained according to the current schedule for this Work.

Submittals, equipment orders and similar items are to be treated as schedule activities and shall be given appropriate activity numbers

6. Delivery of SU furnished material and equipment.
 7. Shop fabrication and delivery.
 8. Testing of equipment and materials.
 9. All code compliance inspections.
- b. The identity and duration of activities comprising the CPM Schedule shall meet the following criteria:
1. Activity boundaries shall be easily measurable and descriptions shall be clear and concise. The beginning and end of each activity shall be readily verifiable, and progress should be quantifiable.
 2. Responsibility for each activity shall be identified with a single performing organization.
 3. Seasonal weather conditions, utility coordination, no-work periods, expected job learning curves, and other foreseeable delays to activities shall be considered and included in the planning and scheduling of all Work.
2. The level of detail of the CPM Schedule shall be such that activity durations over twenty-one (21) working days shall be kept to a minimum except for non-construction activities such as shop drawing and sample submittals, fabrication and delivery of materials and equipment, delivery of equipment, concrete curing and General Conditions activities.
3. The CPM Schedule shall show an early completion date for the project that is not later than the project's required completion date. All activity durations shall be given in calendar days. The CPM Schedule also shall show the following for each activity:
- a. Interface with the work of outside contractors, e.g., utilities, power, and with any separate contractor
 - b. Description
 - c. Estimated duration
 - d. Early start (by calendar date)
 - e. Late start (by calendar date)
 - f. Early start (by calendar date)
 - g. Late finish date (by calendar date)
 - h. Total float available in Work days
 - i. Activity codes
 - j. The Critical Path for the project, with said path of activities being clearly and easily recognizable on the time-scaled CPM Schedule Diagram. The relationship between all non-critical activities and activities on the Critical Path shall also be clearly shown on the CPM Schedule Diagram.
 - k. The dollar value of each activity (Schedule of Values).

4. It is to be expressly understood and agreed by the Contractor that the CPM Schedule is an estimate to be revised from time to time as progress proceeds, and that SU does not guarantee that the Contractor can start work activities on the “early start” or “late start” dates or complete work activities on the “early finish” or the “late finish” dates shown in the initial schedule, or in an updated or revised schedule; nor does SU guarantee that the Contractor can always proceed in the sequence established by said schedule.

9.4.3 REQUIRED SUBMITTALS

The submittal of the contract scheduling documents shall include:

1. A plotter-generated time-scaled network diagram showing activity descriptions, durations and relationships between activities. The critical path should be easily identifiable.
2. The following reports:
 - a. Three (3) sorts of the standard CPM report, including as a minimum, activity numbers, descriptions, early and late start and finish dates, and total float; the report shall be sorted by Activity Number, EarlyStart, and Total Float.
 - b. Predecessors/successor report showing the above information plus predecessors and successors for each activity.
3. A computer disk containing the schedule data files. The Contractor shall develop the schedule using the Primavera scheduling system or an equivalent system. The Primavera system is preferred. SU has the right to accept or reject requests by the Contractor to use a scheduling system other than Primavera.

9.4.4 REVIEW AND ACCEPTANCE

1. SU will review the Contractor’s Schedule, including logic diagrams and computer-generated analysis. The Contractor shall comply with all of the submission requirements of the scheduling specification as set forth above entitled “Submittal.” If the Contractor submits a complete package that complies with the requirements, SU will review and comment in writing.
2. The Contractor shall revise and resubmit the CPM Schedule within seven (7) calendar days. SU will review and comment on the revised schedule.
3. Within seven (7) calendar days following acceptance of the revised schedule, the Contractor shall provide two (2) originals of the CPM Schedule with Computer Reports to SU for final

review and acceptance.

4. Upon acceptance, the CPM Schedule will become the official Project Schedule and will be used to monitor progress of the Work, subject to such revisions made to the schedule as provided for herein or in the Contract Documents and to support requests for payment.
5. Acceptance by SU representative of the Contractor's CPM Schedule shall not relieve the Contractor of the responsibility for accomplishing the Work within every Contract required Milestone and Completion date. SU representative disclaims any obligation or liability due to acceptance of the CPM Schedule.
6. If the Contractor fails to provide the schedules within the time prescribed or revisions to the schedule within the requested time, SU representative may withhold approval of payment until the Contractor submits the required information.

9.4.5 SCHEDULE UPDATES

1. The Contractor understands and agrees that their Progress Schedule is intended to accurately reflect at all times the status of the construction project. The Contractor also understands and agrees that updating the schedule is a key component of this requirement and will make every reasonable effort to provide current information.
2. Separate update meetings will be held to report schedule progress and to review the Contractor's application for progress payment. The application for progress payment is produced by the Contractor based on the Schedule of Values of the cost-loaded CPM.
3. SU representative will not be obligated to review or to process any application for progress payment until the Contractor has submitted an updated CPM Schedule and percentages of completion are agreed to by SU representative, A/E and Contractor.
4. When updating the computerized schedule, the Contractor must use the option that retains the original logic. Primavera calls this option "Retained Logic." Any option that overrides the original logic and allows activities that have started out of sequence to float to the project end date is not permitted.
5. Specific dates for updates shall be agreed and established by the

SU representative, A/E, and Contractor but, shall be at a minimum, monthly.

9.4.6 SCHEDULE REVISIONS

1. The Contractor understands and agrees that their schedule is intended to accurately reflect at all times the status of the construction project. The Contractor also understands and agrees that changes or revisions to the schedule are key components of this requirement and will make every reasonable effort to provide information as quickly as possible so that the CPM Schedule accurately reflects current conditions.
2. Should the Contractor after approval of the initial CPM Schedule want to change the plan of construction, he shall submit the requested revisions to SU representative including a description of the logic for rescheduling the work, methods of maintaining adherence to intermediate Milestones and specific dates and the reasons for the revisions. If the requested changes are accepted by SU, they will be incorporated by the Contractor into the CPM Schedule in the next reporting period.
3. The Contractor shall revise the schedule to include the effect of changes, acts of God or other conditions or events that have affected the CPM Schedule. SU representative will review and either approve or reject the changes in writing to the Contractor. If the requested changes are approved, the Contractor shall incorporate the changes into the CPM Schedule in the next reporting period.
4. If SU representative orders changes by Change Order that impact the Contract Milestones or specific dates stipulated, a schedule showing the impact will be prepared by the Contractor and provided to SU. After SU accepts the Network, it will be incorporated into the CPM Schedule by the Contractor. No time extension for such changes shall be granted unless the change extends the project beyond the Contract Substantial Completion date.
5. Neither the updating or revision of the Contractor's CPM Schedule nor the submission, updating, change or revision of any report or schedule for SU's review or non-objection of any such report or schedule shall have the effect of amending or modifying in any way, the Contract Time, any Contract Completion Date, or Contract Milestone Dates or of modifying or limiting in any way Contractor's obligations under this Contract.
6. If at any time during construction it appears to SU representative that the Contractor's schedule no longer

represents the actual progress of the Work, SU representative will request in writing a revision to the schedule. Any out of sequence progress will be considered evidence that the schedule needs revising. The Contractor will have three (3) working days to respond to that written request.

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

9.4.7 RECOVERY SCHEDULE

1. Should any of the conditions exist, such that certain activities shown on the Contractor's CPM Schedule fall behind schedule to the extent that any of the specific dates are in jeopardy, the Contractor shall be required at no extra cost to SU to prepare and submit to SU representative in a addition to the Project Schedule a supplementary Recovery Schedule, in a form and detail appropriate to the need to regain compliance with the current accepted CPM Schedule during the immediate subsequent pay period. The preparation of a recovery schedule shall not be grounds for a Change Order or a Time Extension.
2. The Contractor shall perform the following after determination of the requirement for a Recovery Schedule:
 - a. Within three (3) calendar days, the Contractor shall submit a Recovery Schedule for review and acceptance to SU representative. The Recovery Schedule shall be prepared to similar level of detail as the CPM Schedule and shall have a maximum duration of one (1) month.
 - b. Any revisions necessary because of this review shall be resubmitted by the Contractor for acceptance within two (2) calendar days receipt of SU comments. SU accepted Recovery Schedule shall then be the Schedule that the Contractor shall use in planning, organizing, directing, coordinating, performing, and executing the Work (including all activities of subcontractors, equipment vendors and suppliers) for its one (1) month duration to regain compliance with the CPM Schedule.

10. ARTICLE 10 – PAYMENTS

10.1. Contractor Payment Process

- 10.1.1** Application for Payments shall be based on the approved Schedule of Values. The submission and approval of progress updates calculating the value of Work done for any given pay period for any

activity based on the percentage complete for that activity less the amount previously paid for past percentages complete and percent of retainage shall be an element of the evaluation of progress payments pursuant to the provisions of the General Conditions. An initial application for payment for expenditures not directly related to the Work accomplished at the project will be allowed before the acceptance of the Contractor's Progress Schedule. Requests for payment for Work items not included above may be denied without an approved schedule.

- 10.12** SU may make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by SU, on estimates approved by SU of amounts for contract payments of the total contract price, showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments.

The schedule, as approved, shall be used only as a basis for the Contractor's estimates for progress payments, and approval by SU does not constitute acceptance of the allowability of costs to a specific element of Work. The Contractor is cautioned that no payment requests shall be approved until the Schedule of Values, (SOV) has been approved in writing by SU's authorized representative.

- 10.13** If a contractor has performed in accordance with the provisions of a contract with SU and the billing for the Work has been approved and certified by SU's authorized representative SU shall pay the amount due to the contractor for each periodic payment, final payment or retainage monies not more than 30 calendar days after the billing date, which for a periodic billing, shall be the periodic billing date specified in the contract. The billing shall be deemed approved and certified 20 days after the appropriate SU construction accounting office receives it unless SU's authorized representative provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment. If a subcontractor or sub subcontractor has performed in accordance with the provisions of its contract with the contractor or subcontractor and the Work has been accepted by SU's authorized representative, as applicable, and the parties have not otherwise agreed in writing, the contractor shall pay to its subcontractor and the subcontractor shall pay to its sub subcontractor within 10 calendar days of the receipt of each periodic payment, final payment or receipt of retainage monies, the full amount received for the Work of the subcontractor or sub subcontractor based on the Work completed or the services rendered under the applicable contract. In the case of ongoing Work on the same project

for which partial payments are made, the amount of money owed for Work already completed shall only be payable if the subcontractor or sub subcontractor is performing to the satisfaction of the contractor or subcontractor, as applicable.

- 10.14** In the preparation of estimates, SU has the discretion to authorize material delivered on the site and preparatory Work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration if (a) such consideration is specifically authorized by the contract and (b) the Contractor furnishes the properly completed forms provided by SU related to the storage of materials.
- 10.15** In making such progress payments for contract Work completed, SU will retain 2% of the invoice amount as cash retainage unless the Contractor provides a Retainage Bond or “eligible collateral” as provided by Section 10.5 below.
- 10.16** All material and work covered by progress payments made shall thereupon become the sole property of the University, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of all materials and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the University to require the fulfillment of all of the terms and conditions of the Contract.
- 10.17** If performance and payment bonds are required under this contract, the University shall pay to the Contractor the total premiums paid by the Contractor to obtain the bonds. This payment shall be paid at one time to the Contractor together with the first progress payment otherwise due after the Contractor has (1) furnished the bonds (including coinsurance and reinsurance agreements, when applicable), (2) furnished evidence of full payment to the surety company, and (3) submitted a request for such payment. The payment by the University of the bond premiums to the Contractor shall not be made as increments of the individual progress payments and shall not be in addition to the contract price.
- 10.18** In addition to other warranties required by provisions of the contract and Specifications, the Contractor warrants that title to all Work, materials and equipment covered by an application for payment will pass to SU, either upon incorporation into the construction or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances. This provision shall not be construed as relieving the Contractor from sole responsibility for the care and protection of materials and Work upon which payments have been made, or for the restoration of any damaged Work,

or as a waiver by SU of its rights to require fulfillment of all terms of the contract.

10.1.9 Recommendation for approval of an invoice will constitute a representation by the A/E to SU, based on inspections at the site and data contained in the invoice, that the Work has progressed to the point indicated; that, to the best of the A/E's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment in the amount certified.

By recommending approval of the invoice, however, the A/E shall not thereby be deemed to represent that it has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, or that it has reviewed the construction means, methods, techniques, sequences or procedures, or that it has made any examination to ascertain how and for what purpose the Contractor has used the moneys previously paid on account of the contract sum.

10.1.10 No payment for Work will be approved until the Contractor has complied with the provisions of this Article.

10.1.11 If any corporation licensed to do business in New Jersey shall be of delinquent in the payment of taxes due the State, unless under an active appeal process, SU may withhold moneys due the said corporation for the purpose of assuring the payment to the State of such taxes.

10.2 Invoices

10.2.1 Requests for payment under the contract for materials delivered or services rendered require the proper completion and submittal of specific forms to be provided by SU.

10.2.2 The Contractor shall submit the completed request for payment packet to SU project representative once monthly. The Contractor shall submit a pencil copy for review by SU by the 20th of each month. The Contractor is to complete the payment application based on the projected completed work for the end of the pay period. Receipt of a properly completed request for payment packet will start the prompt payment clock, upon receipt at the Office of Facilities Planning and Construction, unless it is subsequently discovered to be incomplete or otherwise unacceptable and returned to the Contractor within 20 calendar days for correction. A properly completed request for payment shall be paid not more than 30 calendar days from date time-stamped by the Office of Facilities Planning & Construction.

10.2.3 Request for payment packets shall be prepared and submitted in original plus two copies unless otherwise specified.

10.2.4 For purpose of determining if interest begins to accrue under the State's Prompt Construction Payment Act, (NJSA 2A:30A-1 etseq.)

a A proper invoice will be deemed to have been received when it is time-stamped by the Office of Facilities Planning & Construction and acceptance of the materials delivered or services rendered has occurred;

b. Payment shall be considered made on the date on which a check for such payment is dated;

c. Payment terms offered by the Contractor will not be recognized by SU as a "required payment date.

10.3 Interest

10.3.1 Interest shall be paid on the amount due the Contractor pursuant to a properly executed SU invoice (see preceding Section 10.2) if the required payment is not made on or before the required payment date.

10.3.2 The required payment date shall be 30 calendar days from the receipt of a properly executed SU invoice or 30 calendar days from receipt of supplies or services, whichever is later from the Contractor.

10.3.3 Interest on amounts due shall be paid to the Contractor in accordance with the Prompt Construction Payment Act (NJSA 2A:30A-2).

10.4 Allowances

10.4.1 The Contractor shall include in its bid all allowances as may be set forth in the Contract Documents. The Contractor shall purchase the "allowed materials" as directed by SU on the basis of the lowest acceptable quote from at least three competitive offers. If the actual cost of the "allowed materials" is more or less than the stipulated allowance, the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the actual purchase cost without additional charges for overhead, profit, bond premium or any other incidental expenses. The cost of installation of the "allowed materials," unless otherwise specified, is to be included as the responsibility of the Contractor in whose contract the allowance is included, and the Contractor installing such "allowed materials shall not be entitled to additional payment for such installation.

Unless otherwise provided in the Contract Documents:

a. These allowances shall cover the Contractor's true costs, including credit for any trade discount, of the materials and equipment required by the allowance, delivered at the site,

including all applicable taxes;

- b. The Contractor's costs for unloading and handling, labor, installation costs, overhead, profit and other expenses reasonably required in connection with such allowance items shall be included in the contract sum and not as part of the allowances; and
- c. Should the actual cost vary from the allowance, the contract sum shall be adjusted accordingly by change order, the amount of which will recognize changes, if any, of handling costs on the site, labor, installation costs, overhead, profit and other expenses resulting to the Contractor from any change in quantity only (not price) beyond that contemplated by the allowance.

10.5 Retainage, Retainage Bond or Other Security for Retainage Amount.

10.5.1 SU shall withhold retainage from each progress payment in the amount of 2% of the approved billing, unless the Contractor posts a retainage bond with SU or deposits bonds or notes (“Eligible Collateral”) as provided below, in an amount equal to 2% of the total contract value. The cash retainage, retainage bond or eligible collateral will be held by SU until final completion and acceptance of the Work by the University.

10.5.2 Retainage Bond: If the Contractor decides to submit a Retainage Bond in lieu of having retainage withheld from each progress payment, the Contractor shall submit the original bond to SU in the amount of 2% of the contract upon signing the contract and before starting the Work. SU shall approve the bond form and shall be named as the insured on the bond. If any change order results in an increase in the contract price, the contractor shall increase the face amount of the retainage bond by 2% of the amount of the Change Order.

10.5.3 Deposit of Eligible Collateral in lieu of Retainage:

If the contractor seeks to have the retainage amount secured by eligible collateral, the contractor shall notify the University of that intention in its bid, and shall submit a detailed list, description and valuation of the bonds or notes proposed as collateral to SU within 5 days of the Contractor’s receipt of notice of SU’s intent to award the contract to the Contractor. The eligible collateral proposed by the Contractor must meet the definition of “eligible collateral” in N.J.A.C. 3:34-1.2, and must be valued in an amount not less than 2% of the total contract amount. The acceptance of any eligible collateral in lieu of retainage or a retainage bond shall be approved by the University at the time the contract is executed. The Contractor will be required to execute a Custodial Account Control Agreement (“CAC Agreement”) in a form satisfactory to SU with a

financial institution located within this State which has been approved as a “public depository” by the N.J. Department of Banking. Within five business days of execution of the Contract and the CAC Agreement, the Contractor shall deposit the approved eligible collateral into the Custodial Account bearing interest at the rate currently paid by such institutions or associations on time or savings accounts. If any change order results in an increase in the total contract price, or in the event of a reduction in the value of the collateral as provided in the CAC Agreement, the contractor shall deposit into the Custodial Account additional eligible collateral to assure that the total value of the eligible collateral in the Custodial Account is maintained at not less than 2% of the total contract amount, including all approved change orders.

10.6 Release of Retainage after Final Acceptance of the Work.

10.6.1 Upon final completion and acceptance of the Work by SU, satisfactory completion, by the Contractor, of all contract close-out requirements, completion of a University audit on all contract values and payments, and after the Contractor shall have furnished the University with a release of claims against the University, arising by virtue of this contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the release, the Contractor shall submit a properly executed invoice for final payment to SU project representative who will initiate the process of final payment review and approval. It is agreed by SU and the Contractor that the final acceptance date shall be the date the final payment application is received and time-stamped by the Office of Facilities Planning & Construction unless the final payment application is subsequently discovered to be incomplete or otherwise unacceptable and returned to the Contractor within 20 calendar days for correction.

10.6.2 All amounts of retainage withheld by SU under Section 10.5, less deductions or credits authorized by the final payment application or as provided by Section 10.6.5 below, shall be disbursed to the Contractor within 30 days of the final acceptance date.

10.6.3 If the Contractor has posted a retainage bond under Section 10.5, the bond, less deductions or credits authorized by the final payment application or as provided by Section 10.6.5 below, shall be released by SU within 30 days of the final acceptance date.

10.6.4 If the Contractor has entered into a CAC Agreement with SU under Section 10.5, the collateral deposited therein, and any interest accrued on such collateral or on the account, less deductions or credits authorized by the final payment application or as provided by Section 10.6.5 below, shall be returned to the

contractor within 30 days of the final acceptance date, unless otherwise specified in the CAC Agreement.

10.6.5 If any Contractor licensed to do business in New Jersey shall be or become delinquent in the payment of taxes due the State, unless under an active appeal process, SU may withhold moneys due the Contractor for the purpose of assuring the payment to the State of such taxes.

10.6.6 If for any reason the Contractor refuses final payment, the project shall be closed out by SU by the processing of a Final Invoice. All residual funds will be held in escrow by SU until all claims of SU and all Contractors are satisfied.

11. ARTICLE 11 -- UNCOVERING AND CORRECTION OF WORK

11.1 Uncovering of Work

11.1.1 If any portion of the Work is covered prior to inspection by SU or the A/E, especially Work specifically required by the Contract Documents to be inspected, it shall be uncovered for observation.

Uncovering the replacement of covering shall be at the installation Contractor's expense. The Contractor is obligated to advise SU or the A/E of all Work scheduled to be covered which is reasonably subject to prior inspection before actual covering.

11.1.2 If any other portion of the Work not specifically required to be inspected has been covered, which SU or the A/E did not request to observe prior to being covered, a request may subsequently be made to inspect such Work, and it shall be uncovered by the installation Contractor. If such

Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate change order, be reimbursed by SU. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay all associated costs, unless it is found that this condition was caused by SU, in which event SU shall be responsible for the payment of such costs.

11.2 Correction of Work

11.2.1 The Contractor shall promptly correct all Work rejected by SU or the A/E as defective or failing to conform to the Contract Documents, whether observed before or after final acceptance and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including the A/E's additional services, if any.

11.2.2 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected, unless removal is waived by SU.

11.2.3 If the Contractor fails to correct defective or non-conforming Work in a

timely manner, SU may make arrangements for such correction by others and charge the cost of so doing to the responsible Contractor and/or its sureties.

- 11.2.4** If the Contractor does not proceed with the correction of such defective or non-conforming Work within 72 hours, fixed by written notice from SU or the A/E, SU may cause the removal and correction of the Work and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay for the cost of such removal and storage within 14 calendar days thereafter, SU may, upon 14 calendar days additional written notice, sell such material and equipment at auction or at private sale and shall account for the net proceeds thereof, after deducting all of the costs which are the responsibility of the Contractor, including compensation for the A/E's additional services, if any.

If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate credit change order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and/or its surety shall pay the difference to SU.

- 11.2.5** The Contractor shall be responsible for the cost of making good all Work destroyed or damaged by such correction or removal.
- 11.2.6** Nothing contained herein shall be construed to establish a period of limitation, with respect to any other obligation which the Contractor might have under the Contract Documents.

11.3 Acceptance of Defective or Non-Conforming Work

- 11.3.1** SU may determine that the best interests of SU will be served by accepting defective or non-conforming Work instead of requiring its removal and correction. In such instance a change order will be issued to reflect an appropriate and equitable and reduction in the contract sum. Such adjustment shall be effected regardless of final payment having previously been made, and the Contractor and/or its surety shall be responsible for promptly providing any funds due SU as a result thereof.

12. ARTICLE 12 -- PROTECTION OF PERSONS AND PROPERTY

12.1 Safety Precautions and Programs

- 12.1.1** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. It is the responsibility of the Contractor to maintain total control of safety to ensure that its employees, its subcontractors, occupants, and the general public will be provided an environment free of recognized hazards during construction and renovation activities. Prior to

the start of the work, the Contractor shall provide a Site Specific Safety Plan to SU within 14 calendar days after issuance of Notice to Proceed so the plan can be reviewed. The Contractor shall require that all subcontractors of any tier comply with the Site Specific Safety Plan provided by the Contractor. The Contractor shall assume all costs related to, but not limited to, personal protective equipment, training, or compliance requirements. Failure to include the cost of complying with all applicable laws, ordinances, rules, or regulations by authorities having jurisdiction will not relieve the Contractor from the obligation to implement these requirements.

Contractor shall designate a responsible member of its 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 SU and the A/E.

12.2 Safety of Persons and Property

12.2.1 Contractor shall take all reasonable precautions for the safety and security of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- a. Every employee on the Work and all other persons who may be affected thereby;
- b. All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor, or any of its subcontractors or sub-subcontractors; and
- c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

12.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including, but not limited to, rails, night-lights, the posting of danger signs and other warnings against hazards, promulgating safety regulations, notifying owners and users of adjacent utilities and other means of protection against accidental injury or damage to persons and property.

12.2.4 When the use of hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified

personnel. Storage of hazardous materials shall be placed in storage of approved containers for that specific material and Contractor shall provide to SU the M.S.D.S. for all hazardous materials.

12.2.5 No Contractor shall load or permit any part of the Work to be loaded so as to endanger its safety.

12.2.6 The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any of its subcontractors, sub-subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of SU or A/E, 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 its obligations stated elsewhere herein.

The Contractor shall provide all necessary means to make weather-tight any opening, access or any area that will cause or have the potential to cause any type of weather from entering into the building.

The Contractor shall provide weather-tight materials to protect all interior equipment, devices, or contents. The Contractor shall be responsible for any damages to the building, equipment, devices, or contents of the Owner as a result of weather entering into the building.

For those conditions where life and health safety warrants an immediate response and/or repairs, the contractor shall address the matter(s) accordingly with due diligence.

12.3 Construction Safety Act

In order to protect the lives and health of the employees working under the Contract, the Contractor shall comply with all pertinent provisions of the "Contract Work Hours and Safety Standards Act" (N.J.S.A. 34:5-166, et seq.), as amended, commonly known as the "Construction Safety Act", as it pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease and injury requiring medical attention or causing loss of time from work arising out of or in the course of employment on the work under the Contract.

In addition, Contractor and all its subcontractors shall comply with O.S.H.A, SU Safety Manual and any applicable local codes and ordinances.

12.4 Emergencies

12.4.1 In any emergency affecting the safety of persons or property, the Contractor shall act with diligence, at its discretion, to prevent threatening injury, damage or loss.

In such case, the Contractor shall immediately notify SU Campus Police, SU representative, and Office of Facilities Planning & Construction of the action taken and shall forthwith prepare and submit a detailed report of said action.

12.4.2 Wherever the Contractor has taken no action, but has notified SU or wherever SU has otherwise been made aware of any emergency threatening injury to persons, or loss or damage to Work or adjacent property, the Contractor shall act only as instructed or authorized by SU.

12.4.3 Prior to commencement of the Work, Contractor shall provide SU with the names and contact information for Contractor's employees and subcontractors who are available 24 hours, seven days a week, in case of emergency.

13. ARTICLE 13 -- INSURANCE AND INDEMNITY AND BOND REQUIREMENTS

13.1 Contractor Insurance Requirements

13.1.1 The Contractor shall secure and maintain in force for the term of the Contract, insurance coverage provided herein. All insurance coverage is subject to the approval of SU and shall be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best rating of A- (VII) or better. The Contractor shall provide SU with current Certificates of Insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to SU.

All insurance required herein shall contain a waiver of subrogation in favor of SU. Commercial General Liability insurance, Comprehensive Automobile Liability and Excess Liability umbrella form insurance, required herein, shall name SU, the State of New Jersey, the New Jersey Educational Facilities Authority, the Architect/Engineer and Construction Manager as additional insured's.

13.1.2 Commercial General Liability insurance written on an occurrence form including independent contractor liability, product/completed operations liability, contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this Contract. Coverage for bodily injury and property damage claims arising out of the professional acts of the general contractor and subcontractors shall also be included. The policy shall not include any endorsement that restricts or reduces coverage as provide by the ISO CG0001 form without the approval of SU.

The minimum limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) general aggregate, three million dollars (\$3,000,000)

product/completed operations aggregate. A “per project endorsement” shall be included, so that the general aggregate limit applies separately to the project that is the subject of this Contract.

13.1.3 Comprehensive Automobile Liability covering owned, non- owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence.

13.1.4 Worker's Compensation Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdiction required to protect the employees of the Contractor and any Subcontractor who will be engaged in the performance of this Contract. The certificate must also indicate that no proprietor, partner, executive officer or member is excluded.

This insurance shall include Employers' Liability Protection with a limit of liability not less than one million dollars (\$1,000,000) bodily injury, each occurrence, one million dollars (\$1,000,000) disease, each employer, and one million dollars (\$1,000,000) disease, aggregate limit. Including the employer's liability insurance under the umbrella insurance can satisfy the limit requirements.

13.1.5 **5** The Contractor shall obtain and maintain a separate Owners and Contractor's Protective Liability Insurance Policy for the same limits of liability as specified for the Commercial General Liability Insurance in the name of SU, the State of New Jersey and the New Jersey Educational Facilities Authority. The Architect/Engineer, and the Construction Manager are to be the named as additional insured. The policy shall be maintained in force for the term of the Project or one year, whichever is longer.

13.1.6 Excess Liability, umbrella insurance form, applying excess of primary to the commercial general liability, commercial automobile liability and employer's liability insurance shall be provided with minimum limits of ten million dollars (\$10,000,000) per occurrence, ten million dollars (\$10,000,000) general aggregate, and ten million dollars (\$10,000,000) products/completed operations.

13.1.7 The contractor shall be responsible for obtaining Certificates of Insurance for all coverages described in 13.1.2 and 13.1.4 and renewals thereof for each subcontractor and their sub-tier subcontractors prior to the subcontractor's beginning Work on the Project. The contractor shall not require subcontractors or their sub-tier subcontractors to comply with paragraph 13.1.5, Owners and Contractors Protective Liability Policy or paragraph 13.1.6, Excess Liability, umbrella form.

The contractor shall provide copies of all subcontractor and their sub-tier subcontractors' certificates of insurance to the University upon request.

13.2 Insurance To Be Carried By Stockton University

13.2 .1 SU shall provide; insurance protection in the form of a Builders Risk Insurance or similar Policy upon the structure for which the Work on this Contract is to be done. The structure will be insured for 100% of the insurable replacement value thereof including materials, owned by SU, in place or to be used as part of the permanent construction including surplus materials.

13.2. 2 This insurance shall not protect against damage or loss to any of the Contractor's or Subcontractor's tools, equipment, scaffolding, staging towers or forms, Contractor's materials and sheds or other temporary structures erected for used by the Contractor or Subcontractors. It is understood that the Contractor will, at their own expense, carry all insurance which may be required to provide the necessary protection against such loss or damage herein described which insurance shall contain a waiver of any right of subrogation against SU.

13.2. 3 The insurance procured by SU under this paragraph may provide for a deductible. SU shall be responsible for payment of any deductible for any builder's risk loss it may make claim for under this policy.

1324 The Contractor shall immediately notify SU in writing and take any other appropriate steps as may be required under the standard Builder's Risk Insurance Policy in effect in the event of any loss. Prior to the acceptance of the building by SU, the Contractor shall, at SU 's option, replace and repair the damaged Work as originally provided in the Drawings and Specifications at no additional compensation to that provided in the original contract.

1325 All losses will be adjusted with, and payable to, SU.

1326 Builders Risk insurance protection as described herein shall not relieve the Contractor from its obligation to complete, according to Plans and Specifications, the project covered by the contract, and the Contractor and their Surety shall be obligated to full performance of the Contractor's undertaking.

13.3 Performance and Payment Bond

1331 The successful bidder shall furnish, within ten (10) calendar days after the intent to award letter, both a performance bond substantially in the statutory form NJSA 2A:44-147 in an amount equal to one hundred percent (100%) of the total contract price as security for the faithful performance of this contract and a payment bond in statutory form in amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons and firms performing labor and furnishing materials in connection with this contract. The performance bond and the payment bond may be combined or in separate instruments in accordance with law. No contract shall be executed unless and until each bond is submitted to

and approved by SU. The surety must be presently authorized to do business in the State of New Jersey.

- 1332** The cost of bonds shall be paid for by the Contractor.
- 1333** If at any time SU, for justifiable cause, is dissatisfied with any surety which has issued or proposes to issue a performance or payment bond, the contractor shall, within ten (10) calendar days after notice from SU to do so, substitute an acceptance bond (or bonds). The substituted bond(s) shall be in such form and sum and executed by such other surety or sureties as may be satisfactory to SU. The premiums on such bond(s) shall be paid by the contractor.
- 1334** No contract shall be executed and/or no payment made under a contract until the new surety or sureties shall have furnished such an acceptable bond to SU.
- 1335** Bonds must be legally effective as of the date the contract is signed. Each must indicate the contractor's name exactly as it appears on the contract.

Current attorney-in-fact instruments and financial statement of the surety must be included with the bonds. Bonds must be executed by an authorized officer of the surety. Bonds furnished under this section shall be issued by a surety that meets the standards set forth in NJSA 18A: 64-68 et seq. including the requirement that the surety shall hold a current certificate of authority issued by the United States Secretary of Treasury, pursuant to 31 U.S.C. section 9305, that is valid in the State of New Jersey as listed annually in the United States Treasury Circular 570.

- 1336** The Payment and Performance Bond shall be accompanied by a completed "Surety Disclosure Statement and Certification" substantially in the form prescribed in N.J.S.A. 18A:64-68 (e) and executed by the authorized representative for the Surety.

(The "Surety Disclosure Statement and Certification" form is attached as an exhibit to the Instruction to Bidders).

14. ARTICLE 14 -- CHANGES IN THE WORK

14.1 Changes to Contract

- 14.1.1** SU may at any time, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including, but not limited to, changes:
- a. In the Specifications (including Drawings and designs);
 - b. In the method or manner of performance of the Work;
 - c. In SU-furnished facilities, equipment, materials, services, or site;
or
 - d. Directing acceleration in the performance of the Work.

14.2 Requests for Equitable Adjustment

14.2.1 The Contractor agrees to prepare and submit, within 20 calendar days of encountering any conditions it considers a change, or upon receiving official notice of a proposed change or written direction to proceed with a change, a current SU form entitled "Contractor Change Order Request" to SU's designated project representative. An original and two (2) copies shall be submitted.

14.2.2 All requests for contract time extensions must be in writing accompanied by copies of the current (approved) progress schedule and copies of the revised (proposed) progress schedule detailing the incorporation of the changed Work and the effects of such incorporation on progress. Failure to provide the schedule data shall be grounds for rejection of the request.

14.2.3 Notwithstanding any other portion of this Contract, any time extensions for changes in the Work depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The contract modification making such time extension will provide for an extension of contract completion date only for those specific elements so delayed, and will not alter the contract completion dates for other portions of the Work. This Contract modification may further provide for an equitable readjustment of liquidated damages pursuant to the new completion schedule.

14.2.4 The Contractor, in connection with any request it makes for an equitable adjustment, shall furnish a price breakdown, itemized as required by SU. Unless otherwise directed, the breakdown shall cover all Work involved in the change whether such Work was deleted, added or changed. Further, the breakdown shall be in sufficient detail to permit an analysis of all costs, as well as overhead and profit.

Any amount proposed for subcontracts shall be supported by a similar price breakdown. In addition, if the request includes a time extension, a justification (see Section 14.2.2) shall also be furnished. The request,

together with the price breakdown and time extension justification, shall be furnished by the date specified.

14.2.5 If any change under this article causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any such order, an equitable adjustment may be made in the contract price or delivery schedule or both, and the contract modified in writing accordingly.

14.2.6 When the contract time is increased as a result of a change, the resulting change in contract amount will include the cost of extended performance, computed in accordance with the terms of this article.

14.2.7 The following guidelines shall apply in computing overhead and profit for the negotiation of equitable adjustments; under all provisions of this Contract the guidelines shall be applicable for deleted Work as well as additional Work. When a change consists of both added and deleted Work, the applicable guideline shall be applied to the net cost or credit. In any event, the following guidelines shall apply to all requests for an equitable adjustment:

- a. Overhead will be the sum of:
 - 10 percent (10%) of costs as defined in Section 1.1.11. Note: Costs for supervision and field office personnel (including superintendents and labor foreman) are only paid as part of the Overhead calculation. The calculation of Overhead for the Contractor for Work performed by subcontractors shall be based on their actual costs, before overhead and profit
- b. For rented equipment, the standard rates listed in the current edition of the Rental Rate Blue Book for Construction Equipment shall be used to determine the rental rate. Rentals will be paid on a daily, weekly or the monthly rate stated, depending on which rate is most economical for SU. The Contractor will be allowed only 65 percent (65%) of the rental rate on Contractor-owned equipment.
- c. Bond premiums & insurance, if applicable, will be allowed at actual cost for the equitable adjustment allowed and no overhead or profit permitted.

14.2.8 Contractor's Profit

- a. The prime Contractor's profit on work performed with its own forces will be five Percent (5%) of costs, bond premiums and insurance excluded.
- b. The prime Contractor's profit on the subcontractor's Work will be five percent (5%) of the subcontractor's costs. The

Contractor agrees to incorporate this article in each of its subcontracts.

14.2.9 The SU, in order to avoid delays in the progress of Work or when in the best interests of SU, has the discretion to direct the Contractor, in writing, to proceed with a change without a prior agreement on costs. Such direction shall be in the form of an un-priced change order or letter of direction.

If the Contractor intends to assert a request for an equitable adjustment under this article, the Contractor must submit to SU's designated project representative an SU supplied form completed in sufficient detail and in accordance with this article within 20 calendar days after receipt of an un-priced change order or letter of direction.

14.2.10 Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's request for adjustment, SU shall have the right to prescribe the manner of disposition of such property.

14.2.11 Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of section 2.4 of this document. However, nothing in this article shall excuse the Contractor from proceeding with the contract as changed.

15. ARTICLE 15 -- ASSIGNMENT OF ANTITRUST CLAIM(S)

15.1 Assignment of Antitrust Claim(s)

15.1.1 The Contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this Contract, the Contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to SU of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods or services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this Contract.

In connection with this assignment, the following are the express obligations of the Contractor:

- a. It will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder.
- b. It will advise the Attorney General of New Jersey:
 - a. In advance of its intention to commence any action on its

own behalf regarding any such claim or cause(s) of action;

- b. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the tendency of such action.
- c. It will notify the defendants in any antitrust suit of the fact of the within assignment at the earliest practicable opportunity after the Contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice will be sent to the Attorney General of New Jersey.

Furthermore, it is understood and agreed that in the event any payment under any such claim or cause of action is made to the Contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

16. ARTICLE 16 -- AFFIRMATIVE ACTION REQUIREMENTS

16.1 Policy Statement

The laws of New Jersey (N.J.S.A. 10:5-31 et seq.) provide that no public Works Contractor can be awarded nor any moneys paid until the prospective Contractor has agreed to contract performance which complies with the approved Affirmative Action Plan. The law applies to each political subdivision and agency of the State and includes procurement and service contracts, as well as construction contracts. This section was prepared to explain the affirmative action requirements and procedures for public agencies awarding contracts and for Contractors bidding on contracts.

To assure effective application of the affirmative action law while allowing the business operations of government to proceed efficiently, these regulations (see N.J.A.C. 17:27) are designed to minimize administrative paperwork and delays.

16.2 Mandatory Language

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, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in

accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or sub- contractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27- 5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards

set forth in this regulation, as well as with applicable Federal and State court decisions;

- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (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 Dept. of LWD, Construction EEO Monitoring

Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

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

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its web-site, 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 Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

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

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program

for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

17. ARTICLE 17 -- OTHER STATUTORY/MANDATORY REQUIREMENTS BEFORE CONTRACT AWARD

17.1 Political Contributions Disclosure

Compliance with the requirements of Public Law 2005, Chapter 51 (N.J.S.A.19:44A-20.13-20.25) and any derivative statutes or regulations resulting thereof and Executive Order 117, effective November 15, 2008 (Political Contributions Disclosure) and throughout the contract term. The firm understands that failure to abide by the requirements of this statute and to continue to do so, constitutes a material breach of contract in the award or performance of this Contract such that the firm may be disqualified or payments made pursuant to this Contract may be withheld until compliance is perfected.

Prior to contract award the firm shall provide proof that it is compliant with the Requirements of Chapter 51, "Political Activity Disclosure", dated September 22, 2004 and any statutes or regulations which result thereof and Executive Order 117 effective November 15, 2008 ensure that during the course of this Contract that it remains compliant. The firm agrees to notify the University if at any time it is no longer compliant.

The firm understands the University is prohibited from awarding this Contract or issuing payments until the State Treasurer or his designee gives approval that the requirements of the Public Law have been met.

17.2 Business Registration

Compliance with the requirements of P.L. 2004, c. 57 et seq. (Business Registration) and throughout the contract term. The firm understands that failure to abide by the requirements of this statute and to continue to do so, constitutes a material breach of contract in the award or performance of this Contract such that the firm may be disqualified or payments pursuant to the contract may be withheld until compliance is perfected.

Further the firm agrees to advise in writing any subcontractors of the need to comply with this requirement. The firm shall maintain a current list of such subcontractors and their addresses and shall submit the list as needed by the University during the course of performance of this Contract. Prior to contract award, the firm shall provide a copy of its valid Business registration certificate, pursuant to P.L. 2004, c.57 and ensure that such registration remains in effect throughout the period of this Contract. The firm agrees to notify the University if at any time its Business Registration becomes invalid.

Further, the Contractor agrees to procure from any subcontractor's proof of compliance with the Act prior to performing any services pursuant to this Contract. Should firm or any subcontractors fail to maintain a valid registration they understand that the University is prohibited from issuing payments under this

Contract until a valid registration is obtained.

17.3 Conflict of Interest

At no time during the term of the Contract to be awarded hereunder shall the Contractor or any officer, director, general or limited partner or employee of the Contractor: (1) hold an equity or other economic interest in; (2) have a contractual or other business relationship with; or (3) be an officer, director, general or limited partner or employee of any business entity, including but not limited to, corporations, partnerships, limited liability companies and joint ventures, having a business relationship with Stockton University.

The Contractor shall have a continuing affirmative obligation to advise the University of any potential or actual conflict of interest that may arise with respect to its obligations under the Contract.

END OF GENERAL CONDITIONS

Safety Manual

Stockton University

Safety Manual

1.1 Introduction 5

 1.2 Definitions 6

2.1 Safety Policy Statement 7

 2.2 Objectives 7

 2.3 Policy Statement 7

3.1 Responsibilities 8

 3.2 General Overview 8

 3.3 General Contractor Safety Coordinator 9

 3.4 General Contractor Safety Coordinator Responsibilities 10

 3.5 Subcontractor Competent Person 10

 3.6 Communications Responsibility 11

 3.7 Safety Responsibility Matrix 12

4.1 Safety-Related Meetings and Training 13

 4.2 Safety Orientation Training 13

 4.3 Toolbox Safety Meetings 13

 4.4 Progress / Coordination Meetings 13

 4.5 Weekly Safety Meeting 13

 4.6 Pre-Shift Hazard Recognition Training 14

 4.7 Management Commitment Workshops 14

 4.8 Required Training by Trades 14

5.1 Project Compliance Procedures 14

 5.2 Verbal Warning Citation 15

 5.3 Written Warning Citation 15

 5.4 Removal from Site 15

 5.5 Safety Violations 15

6.0 Record-Keeping and Files 16

7.1 Job Site Inspections 17

 7.2 Inspections 17

 7.3 Corrective Measures 17

 7.4 Non-Abatement 18

 7.5 Work Stoppage 18

8.1 Substance Abuse Program 18

 8.2 Substance Abuse 18

9.1 Accident / Injury Management 19

9.2 Accident Reporting..... 19

9.3 Principal’s Meeting for Lost-Time Accidents..... 19

9.4 Accident Investigation..... 19

9.5 Report of Accidents Involving School Occupants..... 20

9.6 Report of Builder’s Risk Claim and/or Incident..... 20

9.7 Accident Analysis 20

10.0 Project Safety and Health Minimum Requirements..... 20

Subpart A - General.....20

Subpart B - General Interpretations..... 20

Subpart C - General Safety and Health Provisions 20

Subpart D - Occupational Health and Environmental Controls.....22

Subpart E - Personal Protective Equipment (PPE)23

Subpart F - Fire Protection and Prevention25

Subpart G - Signs, Signals, and Barricades..... 25

Subpart H - Materials Handling, Storage, Use, and Disposal.....27

Subpart I- Tools - Hand and Power 27

Subpart J - Welding and Cutting..... 28

Subpart K - Electrical..... 29

Subpart L - Scaffolds..... 31

Subpart M - Fall Protection..... 32

Subpart N - Cranes, Derricks, Hoists, Elevators, and Conveyors..... 35

Subpart O - Motor Vehicles, Mechanized Equipment, Etc..... 36

Subpart P - Excavations..... 37

Subpart Q - Concrete and Masonry Construction 38

Subpart R - Steel Erection (and Pre-cast Concrete Erection)..... 38

Subpart S - Tunnels and Shafts, Caissons, Cofferdams, Etc. 40

Subpart T - Demolition..... 41

Subpart U - Blasting and Use of Explosives..... 41

Subpart V - Power Transmission and Distribution..... 41

Subpart W - Rollover Protective Structures, Overhead Protection..... 41

Subpart X - Stairways and Ladders 41

Subpart Y - Commercial Diving Operations..... 42

Subpart Z - Toxic and Hazardous Substances 42

11.0 *Waste Disposal* 42

12.0 *Site Security / Access Control* 42

1.0 Introduction

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

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

- The safety requirements of this Safety Manual are a supplementary document to all government rules, codes, and regulations. It is understood that the ultimate responsibility for providing a safe place to work rests with the Contractor (GC). In the event that the GC causes any unsafe conditions to occur which cause delay or damage to the project, equipment, and injuries to personnel, the GC shall be fully responsible for all damages and related costs. The GC shall indemnify and hold harmless the Construction Manager, Owner, and A/E for such damages and related costs
- It is the responsibility of the Contractor to maintain total control of safety to ensure that its employees, its subcontractors, owner occupants, and the general public will be provided an environment free of recognized hazards during construction and renovation activities.
- The Contractor shall conform to the requirements addressed in the Occupational Safety and Health Act of 1970 ("OSHA") and all additions and revisions thereto, and this Safety Manual. **This Safety Manual shall be the governing document related to safety issues to which Contractors and all subcontractors shall conform, unless more detailed or stringent requirements are included in the Site-Specific Health and Safety Plan.**
- Prior to the start of the Work, the Contractor shall provide a Site-Specific Health and Safety Plan to the owner Project Representative and/or the CM in a timely manner so that the plan can be reviewed by the owner and/or CM no less than fourteen (14) calendar days prior to any work beginning on the job site. The Contractor shall obtain a copy of each subcontractor's job safety analysis and provide copies to the CM. The Contractor shall require that all subcontractors of any tier comply with the site-specific plans provided by the Contractor and subcontractor, and this Safety Manual.
- The Contractor shall assume all costs related to, but not limited to, personal protective equipment, all training requirements, and all requirements of this Safety Manual.
- Failure to include the cost of complying with these safety measures in a bid will not relieve the Contractor from the obligation to implement the requirements in this Safety Manual.

- Whenever the Contractor or any subcontractor has knowledge of, or is notified of, an unsafe act or unsafe condition, it shall immediately take steps to correct the unsafe act or unsafe condition.
- If the Contractor or any subcontractor refuses to correct an unsafe act or unsafe condition, the Owner's Project Representative is authorized to stop that portion of the Work until the Work can continue in accordance with the requirements of this Safety Manual. The cost to bring the Work activity into compliance shall be the responsibility of the Contractor and at no time shall the costs be borne by the Owner. In addition, a tradesperson may be required to be retrained before returning to work
- Violations of OSHA, US EPA, and various New Jersey agencies can result in the issuance of fines by these organizations. The Contractor shall be responsible for any such fines.
- It is agreed and understood by the Contractor that this Safety Manual is an integral part of the Contract Documents and the Contractor shall incorporate its terms in all of its subcontracts and require its inclusion in subcontracts of all tiers.
- After reading this Safety Manual, the Contractor is required to send to the Owner's Project Representative and CM a copy of its Project Safety Program and prior to starting any work.
- The Construction Manager shall review the safety programs developed by each of the Contractors. The Construction Manager's responsibilities for safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager. The Construction Manager shall not be responsible for any Contractor's implementation of or compliance with its safety programs, or for initiating, maintaining, monitoring, or supervising the implementation of such program or the procedures and precautions associated therewith, or for the coordination of any of the above with the other Contractors performing the Work at the site. The Construction Manager shall not be responsible for the adequacy or completeness of any Contractor's safety programs, procedures or precautions. The General Contractor shall have sole responsibility for the safe performance at the construction site and all workers associated with the construction of this project.
- If unsafe conditions are observed by the CM, the CM shall notify Contractor(s) to take appropriate corrective measures. The CM shall report to the UNIVERSITY, as part of each monthly report, any safety violations and actions taken to protect the safety of persons and property engaged in the work. The CM shall act on behalf of the UNIVERSITY in a manner which preserves the Contractor(s) sole responsibility for the site and personnel safety.

1.1 Definitions

□ **Client / Owner**

Means Stockton University (SU) in which the Projects are located.

▪ **Contractor/General Contractor ("GC")**

Means a person or firm engaged by SU to undertake Construction Work.

Construction Work or Work

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

“near miss” incident

Means an undesired event that, under slightly different circumstances, could result in personal harm or property damage. These “near miss” incidents shall be reported to the Client’s Safety Department or Risk Management Unit (RMU) and CM within 24 hours.

Client/Owner Safety Coordinator

A staff person assigned to oversee the safety and health issues on behalf of the SU.

OSHA

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

Construction Manager (CM)

Means the firm engaged by the SU to provide overall construction management services, oversight, and reporting in connection with the Projects undertaken by SU.

SU - Project Representative(s)

Means an SU staff person(s) assigned to oversee the Project on behalf of SU.

Subcontractor

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

Subconsultant

Means the Professional Services Consultant providing services directly, or indirectly, to the Owner, Architect, Engineers, or CM.

2.0 Safety Policy Statement

2.1 Objectives

- To minimize accidents and injuries to Contractor and all subcontractor personnel, client/owner occupants, and members of the public.
- To minimize any damage to the property of the client, the environment, or adjoining property owners and others during the construction process.

2.2 Policy Statement

The safety of persons and property is of paramount importance to SU. This Safety Manual is provided to assist in establishing effective safety programs as an integral part of the overall success of the Project(s).

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

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

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

3.0 Responsibilities

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

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

3.1 General Overview

The Contractor and all subcontractors shall:

- Agree to participate in and abide by the Owner's Safety Program and OSHA Safety Regulations. If there is ever a discrepancy between the two plans the more stringent requirement will be required.
- Use safety planning (Job Safety Analysis) as a tool to reduce injury to persons and property.
- Conduct daily inspections to locate and abate unsafe conditions and practices before they result in bodily injury or property loss.
- Provide site-specific plans/job safety analysis to the Contractor, which are to be maintained by the Contractor at the Project Site.
- Establish and/or maintain a site perimeter with a minimum eight (8) foot high chain link fence with appropriately placed, securable ingress and egress. Consideration for debris netting

shall be made.

- Establish Green Zones (safe) and Red Zones (unsafe) for all non-construction traffic.
- Protect the occupants, public, and property adjacent to the Project Site, as well as the environment.
- Keep all sidewalks; entrances to buildings, lobbies, corridors, aisles, doors, or exits that remain in use by SU or the public clear of obstructions. The Fire Marshal or AHJ (Authority Holding Jurisdiction) shall approve all exits, temporary or permanent.
- Provide first-aid kits in accordance with OSHA standards (29 CFR 1926.50).
- Implement a site-wide 100% six (6) foot fall protection policy. This shall include all types of scaffolding and steel erection.
- Signs. The General Contractor and Subcontractors shall obey the directives of all project signs. General Contractor shall post signs and other warnings, as necessary for the safe performance and completion of Contractor's work.
- The Contractor shall be responsible, and shall require each subcontractor to be responsible, for the safety and health of their own employees, regardless of who created the hazard.

3.2 General Contractor Safety Coordinator

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

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

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

The Contractor shall provide a resume of the qualifications of the assigned General Contractor Safety Coordinator to the client/owner Safety Coordinator and CM no later than fourteen (14) calendar days prior to work being initiated at the job site. The Client/Owner and/or CM has the authority to

approve or disapprove of the Contractor's assigned General Contractor Safety Coordinator. The General Contractor Safety Coordinator must be in place prior to the Contractor beginning work on the Project Site and must remain on-site until the work is completed.

Changes to existing General Contractor Safety Coordinators, shall also be submitted to the Client/Owner and/or CM and be approved prior to the person assuming the position.

3.3 *General Contractor Safety Coordinator Responsibilities*

The General Contractor Safety Coordinator shall be responsible for:

- Promoting total job safety with all employees and visitors.
- Administration, implementation, and execution of this Safety Manual and
- OSHA Construction Regulations on the Project Site in cooperation with representatives from the CM, and the SU - Risk Management Unit (RMU).
- Continuously monitor and ensure contractors and subcontractors adherence to safety requirements.
- Performing accident investigations.
- Providing safety orientation and ensuring that all Contractor and subcontractor employees attend Safety Orientation and Trade Training (see Section 4.1 Safety Orientation Training and Section 4.7 Required Training by Trades).
- Ensure that stickers are displayed on hard hats, indicating attendance at safety orientation.
- Ensuring the proper use and care of personal protective equipment by all employees.
- Making daily safety inspection.
- Making, at a minimum, weekly documented safety inspections and initiating appropriate corrective actions to rectify safety deficiencies.
- Developing site specific Emergency Action Plan, review monthly for changes, and modifying the plan as conditions on the site changes. Issue to all subcontractors, CM, and SU and conduct additional training / orientation as needed.
- Maintaining the GC first-aid kit and monitoring subcontractors' first-aid kits.
- Ensuring site access control measures are implemented.
- Cooperate fully with SU Project Representative and CM Management team.

3.4 Subcontractor Competent Person

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

The Subcontractor Competent Person shall:

- Use pre-task planning, instructing workers on safe work practices and methods to prevent injury, damage to property, and loss of productive time.
- Ensure that stickers are displayed on hard hats, indicating attendance at safety orientation.
- Supply and enforce the use of personal protective equipment. A sign that states, “Hard hats, safety glasses, and proper work shoes are required beyond this point” is to be clearly posted at each construction site entrance.
- Orient workers with the safety requirements applicable to their work. This is in addition to the required safety orientation training (described in Section 4.1 Safety Orientation Training and Section 4.7 Required Training by Trades).
- Hold weekly “toolbox” safety meetings with his/her work crews. Documentation of these meetings is required and must include topics and content as well as a list of attendees. Documentation of these meetings must be sent to, and maintained by, the CM. These meetings are to be held Monday through Friday.
- Conduct daily safety inspections of his/her work area.
- Assist in accident investigations.
- Assure that proper first-aid equipment is available according to the Work being performed and ensure that treatment is administered to injured employees.

3.5 Communications Responsibility

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

3.6 Safety Responsibility Matrix

Please see the following page for the Safety Responsibility Matrix.

SAFETY RESPONSIBILITY MATRIX

	SU	CM	GC	Subcontractors	A/E
Site-Specific Health & Safety Plan - Development & Approval	A	X	■M		
Develop Master Emergency Action Plan	X	X	■M	X	
Job Safety Analysis (i.e.; Critical Lift, Welding) - Development & Approval	X	X	A ■	■ X	
Safety Orientation	X	X	■M	■	
Tool Box Training	X	X	X ■	X	
Maintain all Safety Training Records	X	X	■M	X	
Site Safety Inspections	X	X	■M		
Daily Safety Inspections & Record Keeping	X	X	■M	X	
Periodic Inspections Reporting & Record Keeping	X	X	■M	X	
Remedy Safety Violations/Re-inspect	X	X	■M	■	
Accident Investigations	X	X	■M	X	
Maintain Material Safety Data Sheets (MSDS)	X	X	■M	■	
Shut Down Portions of Work	*	X	X	X	
Shut Down Entire Job	A*	X	X	X	
Provide Student/Faculty Safety Orientation	XM	■			
Project Safety Meetings	XM	X	■	X	

Legend	Lead ■	Review / Comment / or Assist X	Approve A	Monitor M	
	* - Shutting Down Portions of Work may be performed individually by the Client/Owner's Project Manager, CM Authorized Representative, Director of Facilities Planning and Construction, or Executive Director of Facilities Planning and Plant Manager.				
	A*- Shutting Down the Entire Job may be done by the Client/Owner (with approval of the Director of Facilities Planning and Construction or Executive Director of Facilities Planning and Plant Manager, or, in his absence, his designated Project Manager.				

4.0 Safety-Related Meetings and Training

The following meetings and training will be required on the Project(s). The General Contractor must maintain documentation of the meeting, content, and attendance.

4.1 Safety Orientation Training

- All new employees assigned to the Project shall be properly trained. This training shall include, (but not be limited to) hazard recognition, site-specific health and safety requirements, emergency procedures, Personal Protective Equipment (PPE), and first-aid/medical procedures.
- This safety orientation must occur before beginning the Work at the Project Site. The Contractor's Safety Coordinator will conduct the safety orientation training. The Contractor is responsible for ensuring that all site personnel attend these meetings. Individuals completing this safety orientation training will be provided with a hardhat sticker, which must be displayed.
- The Contractor shall provide safety training for all project personnel in regard to the specific safety requirements and rules related to his/her Work and Trade (see Section 4.7 Required Trade Training).

4.2 Toolbox Safety Meetings

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

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

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

4.3 Progress / Coordination Meetings

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

4.4 Weekly Safety Meeting

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

any safety observations and recommendations for correction.

4.5 *Pre-Shift Hazard Recognition Training*

- Every Contractor/subcontractor shall be required to hold pre-shift hazard recognition training with each work crew working when the following conditions are planned for a shift:
 - Any walking/working surface that is at an elevation of six feet or greater will require 100% fall protection.
 - Scaffold erection and dismantling.
 - Crane and all material-hoisting operations.
 - Non-routine work operations, e.g., emergency procedures.
 - Any other potentially hazardous activities that pose an abnormal risk of injury to employees as identified by SU, its authorized representatives, and the CM.

4.6 *Management Commitment Workshops*

Commitment workshops will be held at the Project Site in order to orient management members of the General Contractor's workforce. The General Contractor and his Subcontractors will be required to have, at a minimum, owner or senior executive, project manager, lead superintendent, foreman, and safety representative in attendance.

4.7 *Required Training by Trades*

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

- **Operating Engineers**
 - Copies of the New Jersey Department of Labor Crane Operator License or Certification from the National Commission for the Certification of Crane Operations (NCCCO) will be shown to the CM and the General Contractor.
- **Toolbox Safety Meetings**
 - Tool Box Safety Meetings will be conducted Mondays through Fridays as per A.2.

5.0 *Project Compliance Procedures*

The Safety Manual is designed to ensure compliance with the requirements of OSHA and all additions and revisions thereto, as well as other applicable federal, State, and local requirements, this Safety Manual, and site-specific manuals. Workers performing the Work in an unsafe manner

that would endanger the employee, other workers, occupants, or the public will be subject to discipline or removal from the site at the request of the SU and/or CM.

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

5.1 Verbal Warning Citation

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

5.2 Written Warning Citation

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

5.3 Removal from Site

The SU may request that a worker be removed from a Project Site for safety violations, whether or not verbal and/or written citations have been given.

5.4 Safety Violations

- When the GC is notified of a safety violation by the SU Project Representative or CM, the General Contractor shall stop the work and take immediate corrective action to assess the task being performed. The task will not be resumed until all affected employees have reviewed changes to the task JSA and signed-off the new document.
- In the event that the GC causes any unsafe conditions to occur which cause delay or damage to the project, equipment, and injuries to personnel, the GC shall be fully responsible for all damages or related costs. The GC shall indemnify and hold harmless the Construction Manager, Owner, and A/E for such damages and related costs.

- In the event the GC fails to respond to and correct any safety violation immediately upon notification, the Construction Manager and SU reserves the right to take whatever corrective actions are deemed necessary, and the cost of such actions shall be charged to the GC.
- The CM and SU are authorized to issue violation notices including monetary penalties of:
 1. \$200 for first violation
 2. \$500 for second violation
 3. \$1,000 for third violation

Such amounts will be deducted from the General Contractor contract amount via change order and \$ amounts will be placed in a “Safety Incentive Program”. The money will be used toward the project as safety awards, acknowledgements, gifts, etc. to incentivize the labor force to conduct their jobs safely and to promote safety awareness on the project.

- GC employees that do not adhere to the site safety rules will either receive a verbal or written safety citation. The level of the citation will depend on the severity of the violation. Citations and violations may be issued with monetary penalties as described above.
- Verbal warnings are for any minor issue that, by itself, would not produce either immediate major injury or death. (Example: not wearing work gloves).
- The SU has the right to remove worker, foremen, and/or supervisors who consistently continue to ignore safety concerns and/or continue to violate safety rules and regulations. At the SU option, zero tolerance violations will result in immediate removal of the violating worker from the site.
- The SU has a zero tolerance policy for all of the following: Fall Protection, Confined Space, Lockout/Tag out, Hot Work Permits, Firearms, Drugs and Alcohol, Smoking, Cameras, Work Place Violence and Harassment.
- Zero violations will be considered for:
 1. Fall Protection, Confined Space, Lockout/Tag out and Hot Work Violations will result in an immediate stoppage of the work, reorientation and retraining before the employee/employee’s involved can return to work.
 2. Work Place Violence, Harassment, Firearms, Drugs, Alcohol and Camera violations may result in being banned from the project site, permanently.

6.0 Record-Keeping and Files

The CM shall maintain a master or central file for safety and health related documentation on the Project Site. Files shall be maintained in such a manner that distinguishes the Contractor and each subcontractor. Should a project be of such size that the CM is not onsite; the Contractor shall

maintain the files and provide a copy to the CM and, upon request, the SU Project Representative.

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

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

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

7.0 Job Site Inspections

7.1 Inspections

The Contractor shall require each Subcontractor Competent Person to conduct daily safety and health inspections for the Work in his/her respective area of the Project Site. Documentation of all identified deficiencies and corrective actions taken shall be maintained by the Contractor for review by the CM, SU Project Representative, and the SU Risk Management Unit (RMU). If requested by CM, the GC shall provide copies of daily safety reports to CM and SU.

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

7.2 Corrective Measures

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

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

7.3 Non-Abatement

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

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

7.4 Work Stoppage

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

- Shutting Down Portions of Work may be performed individually by the SU Project Representative CM Authorized Representative, Director of Design and Construction. The SU Risk Management Unit (RMU) in consultation with SU Project Representative or the CM.
- Shutting Down the Entire Job may be done by the SU Project Representative (with approval of Director of Design & Construction).

8.0 Substance Abuse Program

8.1 Substance Abuse

It is the policy of the SU that all construction sites be drug and alcohol free. All employees of any contractor working at the job site shall refrain from the illegal use, possession, sale or distribution of drugs. All employees of any contractor working at the job site shall refrain from all use, possession, sale or distribution of alcoholic beverages at the job site, and shall also refrain from the use of alcoholic beverages outside the job site if such use in any way impairs their ability to work. The SU may require that the contractor remove from the job site any employee who violates this policy and the contractor shall remove any employee from the job site if requested by the SU or CM.

9.0 Accident / Injury Management

9.1 Accident Reporting

All accidents resulting in employee injury, property damage, or involving the public shall be reported by the injured/responsible worker's Subcontractor Competent Person (if a subcontractor employee) or by the General Contractor Safety Coordinator (if a Contractor employee) immediately to the SU Project Representative and the CM.

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

- For a **minor incident**, when the worker(s) was treated on-site, the report must be filed within twenty-four (24) hours.
- For a **major incident**, when the worker(s) was taken to the designated medical facility, the SU Project Representative, the SU Risk Management Unit (RMU), and the CM must be contacted immediately by telephone.

9.2 Principal's Meeting for Lost-Time Accidents

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

9.3 Accident Investigation

- The General Contractor Safety Coordinator shall complete a Project-specific accident investigation report

The Contractor shall cooperate, and require the cooperation of all subcontractors, in the investigation, analysis, and defense of any claim, accident, occurrence, or insured loss. The accident investigation report shall be completed by the end of the working day/shift of the accident. Identification and review of accident causes shall be established and completed, identifying corrective actions, persons responsible for corrective actions, and date of completion. Follow-up documentation verifying corrective actions shall be required.

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

9.4 Report of Accidents Involving Occupants

The Contractor shall make reporting of any incidents, accidents, or injuries involving students, staff, or the general public, immediately to the CM and the SU Project Representative, and the SU Risk Management Unit (RMU). A thorough written investigation of any incident or accident must be completed by the end of the working day/shift of the accident by the Contractor with a copy to the CM, SU Project Representative and the SU Risk Management Unit (RMU) or designee.

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

The Contractor to the CM, SU Project Representative and the SU Risk Management Unit (RMU) or designee shall report any potential Builder's Risk claim or incident immediately.

9.6 Accident Analysis

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

10.1 Project Safety and Health Minimum Requirements

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

Subpart A—General

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

Subpart B—General Interpretations

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

Subpart C—General Safety and Health Provisions**➤ C-1—Competent Person Requirements**

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

The Contractor shall provide the CM and the SU Project Representative with a matrix outlining employee(s) designated as a competent person(s). This matrix will be:

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

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

➤ C-2—Job Hazard Analysis

- Prior to the start of the Work activities, the Contractor shall require each subcontractor to submit, in writing, a detailed Job Hazard Analysis (“JHA”) of every task to be performed for each construction activity and as may be requested by the CM.
- This analysis shall be ongoing and submitted for new tasks prior to the start of the Work activity.
- Prior to the start of Work, the Subcontractor Competent Person shall be required to discuss the JHAs with individual work crews and shall provide documentation of these discussions to the Contractor.

➤ C-3—Confined Spaces

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

- The Contractor shall require each subcontractor to perform atmospheric testing prior to entering a confined space. At a minimum, a four (4)-gas monitor (carbon dioxide, oxygen, lower explosive limit, and hydrogen sulfide) shall be used.
- The Contractor is responsible for the costs of any PPE and rescue equipment for confined space entry.
- The GC shall provide all pumping and ventilation equipment required to accomplish and work within manholes or other confined spaces. Air monitoring, and all safety provisions shall be performed in strict conformance with OSHA requirements. GC personnel are to be air packed trained through their own training programs and GC is responsible to provide their own air packs. GC is required to provide all necessary entry - rescue equipment, tripod, full body harness, lifelines or equivalent, for all entries. GC is responsible to provide air monitoring during the entire time of entry. GC is responsible to provide documentation of training for all employees involved in confined space operations prior to performing the work.

➤ **C-4—Illumination**

- If there is a need for additional general or specific task lighting, this lighting must be wired with NM Cable or its equivalent as determined by the National Electrical Code (NFPA-70).
- The minimum illumination on a job site shall be ten foot-candles.

➤ **C-5—Emergency Action Plans**

- The Contractor is responsible for developing an emergency action plan. This plan must be coordinated with the master emergency action plan developed and implemented by the SU.
- The Contractor shall require each subcontractor to cooperate with the master emergency action plan, including participating in emergency drills as dictated by the CM and SU.
- An emergency evacuation plan shall be part of the Emergency Action Plan. Minimally the plan shall contain means of egress, which shall be updated as the building progresses, identification of a “muster point” and the procedures for accounting for all workers.

Subpart D—Occupational Health and Environmental Controls

➤ **D-1—Hazard Communication**

- The Contractor must submit, and require each subcontractor to submit, a copy of its written hazard communication program to the CM prior to beginning the

Work on the Project Site. (This is in addition to maintaining a copy of its own and all subcontractors' programs at its own site trailer/field office.)

- The Contractor must submit, and require each subcontractor to submit, to the CM a copy of the MSDSs for those compounds to be used at the Project Site. This submission should include only those compounds to be used on-site, not a compendium of all MSDSs for the entire company. Again, no compound is allowed on-site without an MSDS on file.
- It is the Contractor's and each subcontractor's responsibility to train their personnel in accordance with the OSHA standards (29 CFR 1926.59).

➤ **D-2—Potable Water**

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

➤ **D-3—Sanitary Facilities**

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

Subpart E—Personal Protective Equipment (PPE)

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

➤ **E-1—Eye and Face Protection**

- All personnel shall wear safety glasses **100% of the time as soon as they enter the construction site.**
- Minimum eye protection shall include approved safety glasses **with side shields**, which meet the standards specified in ANSI Z-87.1-1989. This shall also include prescription eyewear.
- During the following operations, eye and face protection, in addition to approved safety glasses, are required:
 - Welding, burning, or cutting with torches.
 - Using abrasive wheels, chop saws, portable grinders, or files. □
 - Chipping concrete, stone, or metal.
 - Drilling or working under dusty conditions.
 - Using explosive actuated fastening or nailing tools.
 - Overhead work.
 - Work with hazardous liquids or gases.

➤ **E-2—Head Protection**

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

➤ **E-3—Hearing Protection**

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

➤ **E-4—Shoes and Foot Protection**

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

➤ **E-5—Clothing**

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

- Frayed pants or clothes with holes pose fire or other hazards and are not allowed on job sites.
- **E-6—Safety Belts, Harnesses, Lifelines, Lanyards**
 - Only full-body harnesses meeting ANSI Z359.1 shall be used for personal fall protection. **Safety belts are not legal.**
 - Refer to Subpart M of this Manual for the fall protection requirements.
- **E-7—Hand Protection**
 - Appropriate types of gloves or other methods of hand protection shall be used where required by the nature of the hazard.
- **E-8—Respiratory Protection**
 - The requirements of 29 CFR 1910.134 applies to all SU construction projects.

Subpart F—Fire Protection and Prevention

- **F-1—Open Burning**
 - No open burning is allowed on SU Projects.
- **F-2—Hot Work Permit**
 - The Contractor shall require that any subcontractor involved in hot work (including, but not limited to, welding and cutting) activities perform work under a hot work permit system in coordination with the CM. A fire watch is required to be equipped with a proper fire extinguisher and wear a reflective vest.
 - See Subpart J on Page 27 of this manual for welding and cutting requirements.

Subpart G—Signs, Signals, and Barricades

➤ **G-1— Working in Occupied Buildings**

In order to protect the safety and health of the students and staff of SU, the General Contractor must include in their site-specific safety manual a section on protecting the occupants. Also, the tradespersons and construction activities must be separate. In addition, the contractor should have available a wet/dry vacuum cleaner and high velocity fans available for emergencies. These emergencies can include smoke or water penetration.

The General Contractor shall include, but not be limited to, considering the following areas in situations where construction is to take place in or adjacent to a facility that is occupied by students and/or staff:

- The CM, the General Contractor, and SU Project Representative shall meet to discuss scheduling and means to minimize any interruption to the educational process.
- Pre-construction testing and planning such that areas disturbed by renovation and demolition must be tested for lead and asbestos. If either is disturbed, plans and procedures must be made to protect the occupants.

If possible, the construction of a demising wall may be established between the construction areas and the educational or administrative spaces such that a satisfactory seal exists.

- Exterior separation of spaces outside of the building perimeters including total site control to minimize risk of unauthorized entry to associated areas.
- As required in another section of this manual, an eight-foot high chain-link fence shall be erected and/or maintained around construction activities.
- Coordination with facility staff to minimize construction air infiltration into the existing facility by way of the mechanical/HVAC system.
- Establishing means of egress and access into the occupied facility for students, faculty, and construction workers. This shall be established to meet the requirements of NJ Building Code, the local Fire Official, and the SU administration, including necessary security, lighting, and signage. Include fire and life safety drills as needed by building occupants.
- In situations where work is taking place inside of pre-existing building, all gates/doors into construction areas shall be locked at all times except when a worker/guard is in attendance to prevent unauthorized entry. All construction management and tradespersons shall sign-in when entering the construction area through a gate/door designated by the General Contractor with input from the CM and SU Project Representative. This will insure that all personnel are accounted for should an evacuation be required.
- As required in another section of this manual, the General Contractor shall purchase and distribute to all tradespersons who have completed the site-specific safety orientation identification badges.
- Contractor should take all necessary steps to minimize any occurrences of indoor air quality (IAQ) concerns throughout the construction project.
- On an as needed basis, testing of air quality should be performed as required by state fire code, no smoking is allowed on SU project sites.

➤ **G-2—Separation of Construction Area**

- Clear separation between construction areas (Red Zones) and areas occupied by occupants (Green Zones) shall be present at all times.
- The Contractor or any subcontractor shall not be permitted to work within confines of the operating spaces without prior written approval from the CM and/or SU Project Representative. All requests shall be submitted in writing at least ten (10) working days prior to the date being requested. Written requests shall detail every aspect of the Work to be completed.
- The CM may restrict access to occupied areas to periods including, but not limited to, non-operation hours, weekends, holidays, and nights on a site-specific basis.
- It is the policy of the SU that construction shall work around education; education will not work around construction.

Subpart H—Materials Handling, Storage, Use, and Disposal

- **Deliveries.** The GC and Subcontractor shall direct all shipments and deliveries related to the Work to the designated gate for site access. Deliveries shall be properly marked and identified with the name of the project, project number, and Subcontractor's name. The GC, his Subcontractors, and their authorized representative will be required to sign for their deliveries. All delivery personnel shall adhere to the project minimum safety standards. Each GC and his Subcontractors shall provide Flagmen, where necessary. Large deliveries of equipment or materials, which will require road blockages or otherwise restrict access to the project site, shall be coordinated with the Construction Manager at least one (1) week in advance. Unloading large deliveries, which involve cranes or hoists, shall be performed in accordance with OSHA and the Project's Safety Program Procedures.
- **Material Storage.** Materials and equipment shall be properly stored in designated locations determined by the General Contractor after commencing within accordance with safe practices for stacking height, tie-off, and protection. Materials shall not be stacked or stored in any area unless prior authorization is received. All materials stored in the building shall be maintained in a neat and orderly fashion. All materials shall be stored off the floor on pallets, racks, scaffolds, etc. Materials designated for interior use must be protected from moisture at all times.
- **Flammable/ Combustible Material.** Bulk storage of all flammable or combustible materials shall be a minimum of fifty (50) feet from any building. No more than one (1) day's working supply of flammable or combustible materials shall be permitted in the building. Only UL/ FM approved containers and dispensing facilities shall be used.

➤ **H-1—Disposal**

- The Contractor and every subcontractor are responsible for disposal of their own construction debris and the proper action to keep areas around dumpsters clean.

➤ **H-2—Unattended Tools & Equipment**

- Tools and equipment shall not be left unattended while in areas occupied or accessed by SU occupants. Offending parties shall be escorted from the job site and not allowed to re-enter until properly retrained.

Subpart I—Tools - Hand and Power

➤ **I-1—Portable Power Tools**

- All portable power tools must be inspected as per OSHA standards (29 CFR 1926.300). Additionally, the Contractor shall require all subcontractors to institute the Project's tool inspection Manual as below:
 - Extension Cords used with portable tools must be of heavy-duty three- wire type and an inspection procedure for extension cords shall be implemented.
 - Flat extension cords are prohibited.
 - Damaged electrical cords will not be allowed. (Refer to Subpart K, paragraph K-3, of this Manual for general electrical cord and grounding requirements.)
 - Tools with defective electrical cords will be immediately taken out of service by an effective method. Cutting off the cord or applying a locked cover for the plug would be considered effective methods. Anyone observed using defective tools or extension cords shall be required to attend retraining.

➤ **I-2—Ground Fault Circuit Interrupter (“GFCI”)**

- The Contractor or subcontractor will maintain GFCIs on all generators or power supplies for which they are responsible.
- Refer to Subpart K of this Manual for general electrical requirements.

Subpart J—Welding and Cutting

➤ **J-1—Hot Work Permit**

- A Hot Work Permit is required at all times for any welding, brazen, and/or torch cutting.
- Permit applications will be reviewed and approved by the GC as soon as possible, but approval may take as much as four (4) hours.

➤ **J-2—Fire Watch**

- As part of the hot work permit procedure, a fire watch is required during the actual work as well as a final inspection of the site two (2) hours after the completion of the hot work. A proper fire watch reflective vest and a proper- sized (minimum ten (10) pound ABC) fire extinguisher are required.

➤ **J-3—Welding & Cutting Equipment**

- All welding and cutting equipment must be labeled with the owning Contractor or subcontractor's name.
- Welding leads and cutting hoses shall be kept clear of walkways and stairways.

➤ **J-4—Cylinders**

- Oxygen and acetylene cylinders shall be identified with the name of the Contractor or subcontractor on each.
- Cylinders shall not be stored inside buildings.
- Oxygen and acetylene tanks shall not be stored within twenty (20) feet of each other, unless separated by a ½-hour fire rated barrier.
- Operation and use of oxygen and acetylene tanks shall be in accordance with OSHA Standards.

➤ **J-5—Disposal**

- Spent welding rods shall be picked up and disposed of daily.

Subpart K—Electrical

➤ **K-1—Temporary Electrical Work**

- All temporary electrical work shall be in accordance with the pertinent provisions of the National Electrical Code (NFPA-70) and local standards.

➤ **K-2—Ground Fault Circuit Interrupter (“GFCI”)**

- All 110-120 volt, single phase, 15 and 20 amp temporary power circuits (with the exception of temporary lighting) shall have ground GFCIs installed.
- All portable generators shall have properly functioning GFCI outlets.
- All portable generators shall be properly vented.

- GFCI receptacles and circuit breakers shall be tested weekly with a multi-range GFCI tester (the tests shall be documented) to ensure the GFCI is properly functioning and protecting the worker.
- Contractor or subcontractors using the permanent electrical supply to the building must use portable GFCIs.

➤ **K-3—Extension Cords**

- Extension cords used with portable tools must be of heavy-duty three (3) -wire type.
- Flat extension cords are prohibited.
- Damaged electrical cords will not be allowed.
- All extension cords will be suspended seven (7) feet above the floor or working surface. Extension cords will not be fastened with staples, hung from nails, or suspended by non-insulating wire.
- The Contractor is responsible for all cords being used at the Project Site.

➤ **K-4—Lockout / Tag-Out**

- Electrical equipment or machinery shall be de-energized and rendered inoperative prior to work beginning on the equipment.
- The electrical contractor shall be required to develop a site-specific LockOut/TagOut program for all site contractors to follow. **Lockout/tag-out shall be performed in accordance with OSHA standard (29 CFR 1910.147).**
- The failure to follow lockout/tag-out procedures will result in immediate removal from the Project Site.
- Unauthorized removal or tampering with locks or tags which are utilized, as part of a lockout/tag-out will result in the SU requiring immediate removal from the Project Site.

➤ **K-5—Circuits**

- Circuits with voltages greater than 110-120 volts must be identified with the actual voltage, and higher voltages shall have “danger” or “warning” signs posted.

➤ **K-6—Conductive Material**

- Fish tapes or lines made of metal or any other conductive material are prohibited. Non-conductive tapes and lines will be used in their place.

Subpart L—Scaffolds

Under certain conditions, the CM may require certification from professional engineers (“PEs”) for the erection of scaffolding.

Free-standing scaffold towers used externally must not be higher to the top platform level than three times the minimum base dimension, unless secured to a permanent structure. For internal use only, the height to platform may rise to 3.5 times the minimum base dimension. Wheels must be locked when towers are in use. No person is permitted to remain on a tower platform while a tower is being moved.

➤ **L-1—Scaffolding Competent Person**

- Prior to beginning any scaffold erection, the Contractor shall submit, and require its subcontractors to submit, the name and credentials of its scaffolding competent person to the CM.

➤ **L-2—Scaffold Inspection**

- The Contractor shall maintain an approved scaffold inspection with a tag system on the scaffold with daily inspections and signatures of an OSHA-defined competent person.

➤ **L-3—Common Scaffolding**

- Common scaffolding shared by subcontractors must be PE-designed and the actual installation inspected and approved by a PE, at the discretion of the CM. The PE must also review the design and inspect the scaffolding prior to its next intended use by a different subcontractor.

➤ **L-4—Outriggers**

- Scaffolding with any dimension of forty-five (45) inches or more shall be equipped with outriggers.

➤ **L-5—Carpenter Bracket Scaffolds**

- Carpenter bracket scaffolds over four (4) feet in height shall be protected by standard guardrails.

➤ **L-6—Guardrails**

- All scaffolds, Baker-type, over four (4) feet in height, having a minimum horizontal dimension in either direction of forty-five (45) inches or less, shall have standard guardrails.

- Standard guardrails shall be installed on any scaffolding work level that is six (6) feet above a lower level. If a standard guardrail is not feasible, a personal fall arrest system (including, but not limited to, harness, lanyard, and anchor) shall be used.

➤ **L-7—Scaffold Planking**

- All scaffold planking shall be free of knots and cracks and shall completely cover the work platform. All planking used on a scaffold shall be stamped “SCAFFOLD PLANK” or SCF PLK,” and shall meet requirements of Subpart L of the OSHA Standards.
- Only planking that has been inspected prior to placement and that has had its ends color-coded “green” is permissible for scaffold planking.
- Planking that is damaged or that has not been inspected shall be color-coded “red” and cannot be used for scaffold planking.
- All scaffolds and planking shall be tagged, inspected daily, and signed off by an OSHA-defined competent person.

➤ **L-8—Elevated Work Levels**

- Debris fencing, netting, or other methods to protect personnel and property below shall be provided at all elevated work levels of scaffolding.

➤ **L-9—Toe Boards**

- Toe boards on scaffolding are required per OSHA standards (29 CFR 1926.451(h)) or as determined by the competent person.

Subpart M—Fall Protection

This project shall comply with the following Falls Mandate Requirements:

- A. Vertical Access to Working Floors: Access to poured floors:
 - 1) Stairs poured with deck
 - 2) Pre-cast poured with deck steel structure
 - 3) Set stairs with deck
- B. Access to Framing Erection Floor
 - 1) Scaffold stairs with handrails up to and including roof level and at multiple locations.
- C. Frame Erection
 - 1) Structural Steel Erection to be completed with mechanical lifts (i.e., aerial lifts/buckets)
- D. Perimeter protection

- 1) Five foot (60") high perimeter protection covered with netting at all floors including roof level
 - 2) Provide (3) wire ropes at every floor and around all floor openings including roof level.
- E. Lifting over or adjacent to or beyond the site boundary then adequate physical protection will be provided using:
- 1) Access separate for vehicles/personnel
 - 2) Sidewalk canopies
 - 3) Road/sidewalk closures
 - 4) Flag personnel
- F. Working Platforms
- 1) Working platforms fit for purpose via pre-task planning
- G. Fixed access system
- 1) Scaffold system in or around existing structure, erection and dismantling to be completed using 100% tie off.
- H. Mechanical access system
- 1) Working platforms fit for purpose via pre-task planning
- I. Elevator shafts
- 1) Full height protection with lockable access door at all elevator shaft openings.
- J. Service shafts and risers
- 1) Safety straps installed at all shaft and riser locations
 - 2) Installation and dismantling of shaft and riser protection shall be 100% tie off
 - 3) 2 layers of horizontal protection or full height perimeter protection
- K. Excavations , Pits and Holes
- 1) Excavations – Install warning fence (i.e. snow/orange construction fence) around perimeter (10 foot back if possible) with designated separate access points for people and equipment.
 - 2) Trenches – When not actively working the trench, install warning fence (i.e. snow/orange construction fence) around perimeter (10 foot back if possible) with designated access points for people and equipment.
 - 3) Access to mass excavations/foundations (minimum 2 access points) via:
 - (a) ramp (all workers to have bright colored vests and be separated from equipment)
 - (b) scaffold stairs
 - (c) prefabricated stairs
- L. Ladders – Ladders shall only be used for access and not as a place of work unless three points of contact can be maintained. The use of platform ladders should be used as an alternative to step ladders. The use of step ladders should be restricted to areas where no suitable alternative (e.g. scissor lifts and podium steps) can be utilized and only for light, short duration work (i.e. lasting less than 15 minutes).

➤ **M-1—Personal Fall Protection System**

- Personnel working at a level exposed to a fall distance of six (6) feet or greater (or less if a fall would result in the likelihood of a serious injury or death) shall be protected by the means of a personal fall protection system.

➤ **M-2—Fall Prevention Controls**

- Fall prevention controls shall be based on the principles established by engineering and design techniques for elimination and prevention of fall hazards and shall be utilized above the use of personal protective equipment.
- When it is not feasible to provide fall prevention controls, workers exposed to falls shall be provided with and use a full body harness, retractable lanyards, lanyards with shock absorbers, and anchorage points as specified per OSHA standards (29 CFR 1926 Subpart M).
- Holes, shafts, and edges, from or through which persons could fall a distance of more than six (6) feet, must be clearly marked with signage or other means and be adequately protected.

➤ **M-3—Body Belts**

- Body belts are not permitted on the Project Site as a component of the personal fall protection system.

➤ **M-4—Task Specific Fall Protection Plan**

- The Contractor shall require all subcontractors performing structural erection activities (such as pre-cast concrete and steel erection) to include in their site-specific safety plan a “Task-Specific Fall Protection Plan”, which complies with the six (6) foot fall protection requirement.

➤ **M-5—Ladders**

- Scaffolds and Platform Ladders. The Project’s Fall Mandate Policy requires the use of scaffolds or mechanical lifts during all phases of construction. The use of other means of vertical access will be on a task specific basis only. Contractor is required to provide either the permanent project stairs or scaffold type ladders to the roof level during or immediately after steel erection to provide a safer vertical access. Use of standard “A” frame step ladders will not be permitted without a written JHA and pre-use review by the CM.
- Ladders (straight, extension, and step) shall be used only for employee access and short-duration (15 mins or less) miscellaneous light work where three (3)

point contact with the ladder can be maintained.

- If ladders are to be used for performing long-duration (more than 15 mins) heavy work at heights six (6) feet and greater (or any height where the likelihood of a serious or fatal injury exists), the fall hazards shall be controlled through the use of a personal fall protection system, scissor lifts, and/or podium steps.
- Fiberglass or wood ladders only shall be used. Aluminum or other conductive portable ladders are not permitted on a Project Site.
- Aerial and Scissor Lifts. The General Contractor and his Subcontractors shall ensure all lifts arrive on the project site in proper working condition and with current third party certification that said unit is safe to use. Employees utilizing said lifts shall be trained by a qualified third party to operate the specific lift, according to the applicable ANSI and manufacturer's guidelines. Documentation of both certifications shall be provided to the Construction Manager prior to work commencing. All lifts on the project site must be equipped with audible and visual (strobe lights) motion warning systems. Additionally, all lifts must be equipped with manufacturer installed, engineered fall restraint anchorage points. All employees working in lifts must work within the confines of the guardrail system or bucket, with their feet on the deck and be anchored to the engineered anchorage point utilizing a full body harness and shock absorbing lanyard system. No body belts will be permitted.

Subpart N—Cranes, Derricks, Hoists, Elevators, and Conveyors

➤ N-1—Inspections

- All operating engineers and other equipment operators shall present the CM with their license, which shall be kept on file with the CM.
- A copy of the OSHA required annual inspection shall be submitted to the CM at least twenty-four (24) hours prior to the crane arriving on-site.
- A competent person shall perform and document all manufacturer-required inspections prior to and during each use. Documentation of all manufacturer required inspections shall be maintained by the subcontractor for review by the CM and SU Project Representative.

➤ N-2—Pile Driving

- The crane requirements apply to pile driving equipment and caisson equipment.

➤ **N-3—Other Mobile Equipment**

- Lulls and other mobile equipment, not classified as cranes, shall be in compliance with other appropriate OSHA standards such as (29 CFR 1910.178) Powered Industrial Trucks.
- Unless a vehicle does not come with seat belts, operators at all times, no exceptions, shall wear seat belts.

➤ **N-4—Load Chart**

- Cranes must have a load chart and operations manual that is for the exact model of crane.
- The Contractor shall require its subcontractor to certify that the operator has read the operator's manual and can interpret the load chart.
- The Contractor shall require all subcontractors to certify that the operator has been advised that he/she shall not exceed the load chart.

➤ **N-5—Capacity**

- For lifts of any load that are more than 60% of a crane's rate capacity the CM and SU Project Representative shall be notified prior to the lift.

➤ **N-6—Operator Qualifications:**

- A valid New Jersey Crane Operator License is required. A copy of this license must be maintained on the job site in the Contractor's and subcontractor's central file for safety and health documentation.
- All operators must be experienced in the type of crane being used.
- An up-to-date resume detailing the operator's qualifications (including, but not limited to, years of experience and previous jobs worked on) shall be maintained in the Contractor's and subcontractor's files at the job site.

➤ **N-7—Anti-Two Blocking Device**

- All cranes operating on the construction site shall be equipped with a functioning "anti-two blocking" device.

➤ **N-8—Communications**

- There shall be two means of communications between crane operator and signal person. If the signal person is visible to the operator, then two-way radios shall

serve as back up. If the signal person is not visible to the crane operator, then a hard-wired phone system shall be the primary means of communication with two-way radios as back up.

➤ **N-9—Soil Capacity**

- Under certain soil conditions, the CM and SU Project Representative may require that a Professional Engineer (PE) inspect and certify that the soil is capable of supporting the weight of the intended crane and the anticipated loads. The PE may require additional cribbing or other material to support the loads.

Subpart O—Motor Vehicles, Mechanized Equipment, Etc.

- Equipment. The General Contractor and his Subcontractors shall supply all equipment required for the performance of the Work of this Contract. Equipment shall be maintained in safe operating condition, and employees shall be properly trained in correct operating procedures and documentation of said training provided to the Construction Manager prior to performing work. (All cranes, aerial and scissor) material-handling equipment must have a valid certificate of inspection, as required by the manufacturer and safety checklists must be submitted on a daily basis).
- Where any Federal, State, or Local regulations require special training and/or licensing for operators of specific equipment, the General Contractor and his Subcontractors shall provide the Construction Manager copies of the required training documentation and required licenses for each employee required to operate the specific equipment.

➤ **O-1—Riding Mobile Equipment**

- No one shall ride in a vehicle or mobile equipment unless it is designed to accommodate additional personnel. Violators shall be removed from the Project Site.

➤ **O-2—Pick-Up Trucks**

- Riding in the back of pick-up trucks shall not be allowed.

➤ **O-3—Non-Licensed Motorized Equipment**

- ATVs, golf carts, or other non-licensed, motorized equipment used to transport people and or tools/equipment shall be inspected and operated in conformance with ANSI, DOT, OSHA, and any other appropriate governing body.

Subpart P—Excavations

- Excavations. The GC shall investigate all existing underground conditions, and obtain necessary approvals and permits and notify the state one call system (where applicable) prior to commencing any excavation work.
- The contractor on this project will be required to conduct his own investigation using the

necessary equipment/detectors/tools to locate existing utilities prior to excavation.

- All excavation work shall be performed in strict conformance with the OSHA regulations, and the GC shall provide a competent person (per OSHA) and all required shoring, bracing, and protective barricades and rails to accomplish the Work in a safe manner.
- Where there is a risk of injury from persons, plant and/or materials falling into excavations, pits and holes or from the collapse of the excavation sides, barriers or edge protection should be provided or the edges sloped to gradients, which prevent falls, and/or a suitably designed trench support system should be introduced. Where water is present, additional measures should be taken to prevent grounding.
- Any excavations shall be barricaded with fencing or equal and marked with suitable warning lights.

➤ **P-1—Excavation Permit**

- All excavation shall be in accordance with applicable OSHA Standards.

➤ **P-2—Soil Classification**

- All soils shall be classified as type “C” until the competent person can demonstrate the soil can be reclassified as another type, using acceptable soil analysis practices.

➤ **P-3—Barricades**

- All open excavations and trenches shall be barricaded or adequately guarded at all times with high-visible material.

➤ **P-4—Contaminated Soil**

- The SU may have areas with contaminated soil. Depending on the nature and extent of hazards related to this contamination, specific safeguarding methods shall be implemented.

Subpart Q—Concrete and Masonry Construction

All concrete and masonry construction shall be in accordance with applicable OSHA Standards.

Subpart R—Steel Erection (and Pre-cast Concrete Erection)

➤ **R-1—Hoisting, Rigging, and Loads**

- Under certain soil conditions, the SU Project Representative and/or CM may require that a Professional Engineer (PE) inspect and certify that the soil is capable of supporting the weight of the intended crane and anticipated loads. The PE may require additional cribbing or material.

- A safe means of access to the level being worked on shall be maintained. Climbing and sliding on columns or diagonals are not allowed.
- Containers, buckets, bags, etc. shall be provided for storing or carrying bolts or rivets. When bolts, drift-pins, or rivet heads are being removed, a means shall be provided to prevent accidental displacement. Tools shall be secured in such a manner to prevent accidental falling.
- Lifeline attachments, dynamic fall restraints, and other fall protection provisions shall be considered during shop drawing preparation, shall be incorporated in fabricated pieces, and shall have safety lines or devices attached prior to erection wherever possible.
- A tag line of appropriate length shall be used to control all loads or portions thereof.
- For the protection of other trades on the Project, signs shall be posted in the erection area, "Danger: Men Working Overhead".
- When loads are being hoisted, all personnel are to be prevented from walking under the lift.
- No one shall be permitted to ride a load under any circumstances.
- Material shall not be hoisted to a structure unless it is ready to be put into place and secured.
- Bundles of sheets or small material shall be so secured as to prevent falling out from the rigging.

➤ **R-2—Fall Protection Requirements**

- The use of personal fall arrest systems shall be rigorously enforced during steel and pre-cast concrete erection.
- The contractor shall implement a site-wide 100% six (6) foot fall protection policy. This shall include all activities including steel erection and scaffolding operations, where a worker is exposed to a fall greater than six (6) feet, shall be protected by a fall protection system such as guardrails, safety nets, personal fall arrest system, hole covers, or fall restraint system. Steel erection shall be accomplished using either aerial platform/buckets or other acceptable means.
- The exception contained within OSHA standards (29 CFR 1926.501.b.12) allowing for a written fall protection program in lieu of this requirement is not acceptable for the Project and is prohibited.

➤ **R-3—Perimeter Protection**

- Provide (3) three wire ropes at a total height of five feet (60”), at every floor and around all floor openings including roof level.
- Provide orange netting to full 60” height of all perimeter protection.
- Guardrails are to be provided at all working places including roof level and other locations where persons or materials could fall more than 6 feet. Where this can physically not be achieved, suitable and sufficient fall protection devices that do not rely on individuals should be provided and used to establish a safe place of work. Harnesses and personal protective equipment must be used as a last resort.
- All wire rope cable connections shall have loop connections (butt-splicing is prohibited) and will require a minimum of two (2) wire Crosby rope clips as specified in OSHA standards (29 CFR 1926.251 Subpart H, Table H-20).
- If the wire rope cable system has been designed for an anchorage point for a personal fall arrest system, at least three (3) wire rope clips must be used as specified in OSHA standards (29 CFR 1926.251 Subpart H, Table H-20).
- Any systems used for an anchorage of personal fall arrest systems shall be inspected and approved by the competent person using the cable for this purpose.
- Turnbuckles will be installed at suitable intervals to maintain the tightness of the wire rope but in no instance less than one (1) per perimeter side.
- All anchorage for the wire rope cable will be capable of withstanding a minimum of 200 pounds of force if the wire rope is used as a guardrail system or a minimum of 5,000 pounds of force per person attached if the wire rope is used as an anchorage for a personal fall arrest system.

➤ **R-4—Erection Plan**

- The erection subcontractor shall have a qualified person prepare a site-specific safety erection plan prior to the erection of structural members. This erection plan shall be reviewed with the CM and SU Project Representative.
- An erection subcontractor qualified person shall approve all changes in the safety erection plan.
- A copy of the erection plan shall be maintained at the job site, showing all approved changes.

- The implementation of the erection plan shall be under the supervision of a competent person.

Subpart S—Tunnels and Shafts, Caissons, Cofferdams, Etc.

All tunnels and shafts, caissons, cofferdams, etc., shall be in accordance with applicable OSHA Standards.

Subpart T—Demolition

All demolition shall be in accordance with applicable OSHA Standards.

- Dust and Fumes. The GC shall not perform any Work, which generates excessive dust or fumes in or adjacent to any portions of the project where such dust or fumes will create a negative impact on adjacent parking lots, streets, buildings, etc. The GC shall provide suitable ventilation and dust control measures to maintain satisfactory conditions, or perform such work after the normal working hours of potentially impacted areas. GC agrees to provide all cleaning and cleanup reasonably required by the Construction Manager pertaining to the GC's work to the extent such requirements are in excess of those contained in this paragraph.

Subpart U—Blasting and Use of Explosives

➤ U-1—State & Local Laws

- The authority having jurisdiction (i.e., local or state fire marshal) should be contacted by the GC in accordance with State and local laws.

Subpart V—Power Transmission and Distribution

All power transmission and distribution shall be in accordance with applicable OSHA Standards.

Subpart W—Rollover Protective Structures, Overhead Protection

All rollover protective structures and overhead protection shall be in accordance with applicable OSHA Standards.

Subpart X—Stairways and Ladders

➤ X-1—Conductive Ladders

- Fiberglass or wood ladders only shall be used. Aluminum or other conductive portable ladders are not permitted on a Project Site.

➤ X-2—Personal Fall Protection

- When working on/from ladders at an elevation (measured from the feet of the worker) above six (6) feet, workers are required to be protected by personal fall

arrest and restraint system. Workers may ascend and descend ladders above six (6) feet elevation without personal arrest systems.

➤ **X-3—Stairways**

- Stairways may only be used when the stairwell tread and guardrails are in place. Stairways, which do not have stairwell treads and railings, shall be barricaded to prevent use.

➤ **X-4—Tipping or Falling Exposure**

- All extension or other ladders, except stepladders, shall be tied off.

Subpart Y—Commercial Diving Operations

All commercial diving operations shall be in accordance with applicable OSHA Standards.

Subpart Z—Toxic and Hazardous Substances

All toxic and hazardous substances shall be in accordance with applicable OSHA Standards.

11.0 Waste Disposal

This section contains only requirements as applied to disposal of construction supplies and materials. Nothing in this section shall be interpreted to limit or replace any federal, State, or local EPA requirements or standards.

- A Contractor who creates, may be expected to create, or could accidentally create a material that could be classified to be hazardous waste shall provide to the CM a copy of their EPA disposal number and other pertinent information.
- All hazardous waste, or waste that could be considered hazardous waste, as determined by the methodology and definitions from environmental regulators, will be stored and collected in special areas and disposed of as directed by the SU Project Representative.
- No material is to be abandoned on a Project Site. If material found on a Project Site can be traced to a Contractor, that Contractor will be responsible for all expenses involved in collecting, moving, cleaning, and disposing of all material in the area where the material was abandoned.
- Should a potentially hazardous condition be discovered the GC shall immediately notify the CM, and SU Project Representative.

12.0 Site Security/Access Control

An effective means of controlling personnel entering and exiting the site is to be implemented. The objective is to check that the worker is authorized to perform the work and that they have received a suitable orientation. This will also ensure that the public are protected and that all visitors are treated in accordance with standard protocol.

Site Access/Security is to be provided as follows:

- A physical barrier is installed to prevent access to the workplace. Examples of such barriers include fencing, covered walkways, temporary walls or other physical barriers.
- The site logistics plan must include a separate access point for vehicular traffic to segregate persons from risk of injury.
- Signage is to be placed at each entrance/exit point to communicate the need to check in.
- The site access points are to be placed so that an effective means of control can be implemented to prevent the public from unauthorized entry.
- Consideration should be given to reducing the number of access points to reduce the possibility of unauthorized access.
- A minimum of two exit points are to be maintained to ensure the site can be evacuated in case of an emergency.
- Entry points are to be manned by a site access control person (SACP) while in use. Those not manned by SACP must be closed at all times unless, and until, they can be controlled by a SACP.
- A system is to be implemented to readily identify workers who have received an orientation. A colored sticker on a hard hat is an acceptable means of identification.
- Access points used for vehicular traffic are to be controlled by rolling gates in preference to swing gates where room allows.
- All workers must receive a full orientation before commencing work.
- All workers receiving an orientation are required to sign a document confirming they understood the content. This document will enable the site team to keep track of the workforce.
- All visitors are to check in with the General Contractor and/or CM and must be accompanied on the site. They are to sign a hold harmless release form.
- Delivery drivers (including UPS, FedEx, USPS, etc) are exempt from requiring a full orientation; however, they should not be allowed to walk the site freely.
- All workers working in occupied facilities will be required to wear an ID badge with the minimum required information (company name, name, picture ID, project name, ID badge number).
- The General Contractor will be responsible for issuing the ID badges to all workers in a format acceptable to the SU and/or CM.
- The SU and CM reserve the right to require all workers to wear ID badges at any time. Badges shall be worn in a visible location by the employee at all times while working on the project, and which shall be returned upon termination of employment.
- Inspection. All vehicles and personnel entering or leaving the project site are subject to security checks and searches at the discretion of the SU Representative or Construction Manager's team.
- Speed Limit. The speed limit within the project is 5 MPH if conditions or the character of the subject vehicle allow. General Contractor and his Subcontractors employees operating vehicles in excess of the speed limit, or in any otherwise unsafe manner, will be directed to leave the site and not be permitted to return.
- Pedestrians. Pedestrians have the uncontested right-of-way at all times.

- Cameras. Cameras are not permitted within the project site without prior consent of the Construction Manager and Owner. This includes all video recording devices, as well as mobile devices (mobile phones, PDA's, etc.) which contain cameras or video recording equipment.
- Site Parking. General Contractor and his Subcontractors employee parking within the project site is permitted. Vehicles permitted to park on the project site shall be insured by the General Contractor or Subcontractor's company. General Contractor and his Subcontractor's vehicles may park outside the parking project area in areas designated or assigned by the SU and/or Construction Manager.
- Trailers. The General Contractor and his Subcontractors shall locate approved field office or material storage trailers only in designated areas. Trailers shall be properly maintained, and the surrounding area kept clean and free of litter or debris. Trailer space will be designated by the Construction Manager and/or the Owner. Due to space limitations, trailer space will be limited. Refer to the generic site logistics plans as shown in the Contract Documents. Trailers must have an electrical certification (current) prior to coming on site. All trailers must have a lockable electrical disconnecting means.
- Temporary Services. The General Contractor shall not make any connections to services or utilities (i.e.: electric, water, steam, air, gas, tele/data, etc.) for temporary use unless approved by the Construction Manager and utility owner. Temporary services (both hook-up and maintenance/usage) to each of the General Contractor and his Subcontractors trailers are the responsibility of the General Contractor unless notified otherwise.
- Emergency Procedures. The General Contractor shall immediately report any damage to site utility or service piping or power systems to the SU Police Department and Construction Manager. All emergencies shall be reported as stated in the Emergency Action Plan.

STOCKTON UNIVERSITY

B200018

**PROJECT LABOR
AGREEMENT**

**STOCKTON UNIVERSITY
PART OF ATLANTIC CITY COMPLEX
RESIDENCE HALL STORES C&D RENOVATION PROJECT
PROJECT LABOR AGREEMENT**

ARTICLE 1 – PREAMBLE

WHEREAS, STOCKTON UNIVERSITY (“University” or “Owner”) on behalf of itself, and Project Management Firms acting as Construction Managers, and reflecting the objectives of University, desires to provide for the efficient, safe, quality, and timely completion of a certain construction project for the University at the 3701 Boardwalk Residence Complex, Atlantic City, New Jersey set forth in Schedule C hereto (the “Project”) in a manner designed to afford lower reasonable costs to the University and the public it represents, and the advancement of public policy objectives; and

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

- Ensuring a reliable source of skilled and experienced labor;
- Standardizing the terms and conditions governing the employment of labor on the Project;
- Permitting wide flexibility in work scheduling and shift hours and times, from those which otherwise might obtain;
- Receiving negotiated adjustments as to work rules and staffing requirements from those which otherwise might obtain;
- Providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction, without delay or disruption to the project;
- 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 project;
- Furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry;
- Expediting the construction process;
- Stabilizing wages, hours and working conditions for the craft workers on the project; and
- Ensuring a satisfactory, continuous and harmonious relationship between the parties hereto.

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 Project Labor Agreement pursuant to N.J.S.A. 52:38-1 et seq.

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement (“Agreement”) for the Project located at 3701 Boardwalk Residence Complex, Atlantic City, New Jersey. This Agreement is entered into by and between the University and its successors and assigns, and the Contractor(s) to be named (such Contractors joining by Letters of Assent in the form of Schedule B attached), and by the South Jersey Building and Construction Trades Council, (“BTC”) on behalf of itself and its affiliated local union members, (each a "Local Union", and collectively "Member Unions") and sometimes referred to herein where the context requires as a "Local Union", and together with the Member Unions, the "Unions") for certain construction work to be performed as outlined under Article 3.

ARTICLE 2 – GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the South Jersey Building and Construction Trades Council shall be referred to as "BTC", the BTC's Members Unions is referred to singularly and collectively as the “Union(s),” and where specific reference is made to “Local Unions” that phrase is sometimes used; the term “Contractor(s)” shall include 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; Stockton University is referenced as the “University” or “Owner”; the Project Manager or Owner’s Representative, is referenced as “PM”, 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 all parties designated in Article 1, Section 1 above, and will remain in effect until the completion of the Project. In the event that the University opts not to use a Project Manager, in the University’s sole discretion, then the University shall designate an Owner’s representative who shall act, under the terms of this Agreement, as a Project Manager.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on the BTC, all signatory Unions and the University 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 signatories and bound by this Agreement with respect to subcontracted work performed within the scope of Article 3, and as per Schedule A "Local Collective Bargaining Agreements" and per Schedule B "Contractors Letters of Assent".

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements appended hereto as Schedule A and Contractor(s) Letters of Assent appended hereto as Schedule B, 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, except for all work performed under the National Agreement of the International Union of Elevator Constructors, with the exception of Article VII, IX and X of this Agreement. 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 except for all work performed under the NTD Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article 7, 9 and 10 of this Agreement, all such work will be governed by the National Agreement. 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. It is further understood that no 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 on this Project.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The University, PM 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. BID SPECIFICATIONS

The University shall include in all bid specifications for the construction project at 3701 Boardwalk Residence Complex, Atlantic City, New Jersey a notice advising all bidders that the work is subject to this Agreement and that all Contractors and subcontractors will be required to provide the Schedule B "Contractors Letters of Assent" as a condition of any contract award. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the University in the award of contracts for work on the Project; nor shall it limit the rights of the University and/or Contractors in determining which subcontractor(s) shall be awarded subcontracts for Project work.

SECTION 7. THE CONSTRUCTION PROJECT MANAGER

The University will also be acting with respect to the Project as the Construction Project Manager (“Project Manager”). All references herein to the Project Manger shall be to the University and all notices required to be given to the Project Manager under this Agreement shall be given to the University. In addition to its rights and obligations as Owner, the University shall have all rights and obligations under this Agreement as Project Manager. Notwithstanding, the University may engage an outside consulting firm to support and assist the University with respect to Project Management, which firm shall have all rights and obligations given to the Project Manager under this Agreement. If an outside consulting firm is retained, the University will immediately notify the Unions.

SECTION 8. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

- A. The University 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. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the University or the Project Manager in determining which Contractors shall be awarded contracts for Project work. It is further understood that the University has the sole discretion at any time to terminate, delay or suspend the work, in whole or in part, on this Project.
- B. The Unions agree that this Agreement will be made available to, and will fully apply to any successful bidder for the 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 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 applies to the construction of all on-site work at the Project, as defined in the prime contract therefore to be awarded by University to the General Contractor. This Scope of Work may be amended from time to time by University to include work not performed under the original contract bid documents. The Scope of Work is confined to the on-site Project performed work contained in the scope of the General Contractor’s final construction contract. In no event shall this Agreement be construed to apply to any other construction activity engaged in by University, directly or indirectly or by a vendor or tenant of University, at or in the vicinity of the Project site.

A summarized Scope of Work is attached herewith as Schedule C.

The Scope of Work may be amended time to time by the University to include work not included under this description.

SECTION 2. EXCLUDED EMPLOYEES

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

- A. Superintendents, supervisors (excluding superintendents and general supervisors and forepersons specifically covered by a craft's Schedule A), engineers, architects, inspectors and testers (excluding divers specifically covered by a craft's Schedule A), quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, non-manual employees, and all professional, engineering, administrative and management persons;
- B. Employees of University or any State agency, authority or entity or employees of any municipality or other public employer;
- C. Employees of any project manager or consultant engaged by the University, excepting those who are performing manual, on-site construction labor who will be covered by this Agreement;
- D. 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, but not limited to, fill, ready mix, and asphalt which are covered by this Agreement;
- E. Employees of the Contractors, excepting those performing manual, on-site construction labor covered by this Agreement;
- F. Employees engaged in on-site equipment warranty;
- G. Employees engaged in geophysical testing (whether land or water) other than boring for core samples;
- H. Employees engaged in laboratory or specialty testing or inspections;
- I. Employees engaged in ancillary Project work performed by third parties such as

electric utilities, gas utilities, telephone utilities 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 the Owner, the Project Manager, or any Contractors which do not perform work at this Project site. 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 between the University, the Project Manager and/or any Contractor. The Agreement shall further not apply to the University, its Project Management firm, Clerk of the Works, or any other state or county agency, authority, or other municipal or public entity, and nothing contained herein shall be construed to prohibit or restrict the University or its employees, or the employees of any other state authority, agency or entity 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) to the Contractor(s) for performance under the terms of this Agreement and per Schedule B - "Contractors Letters of Assent."

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. Following the employment of the first employee in each craft under Schedule A or the procedure set forth above in paragraph A, 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 University 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 New Jersey law for the Project work to be performed;
 - 2) Have worked a total of at least 1,000 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; and
 - 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).

Certified MBE/WBE contractor may request from the Workforce Coordinator, through the University, 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 the University'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 Department of Labor ("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 ASSESMENTS

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

SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Schedule A collective bargaining agreement. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons 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 crafts-persons he is leading exceed a specified number.

ARTICLE 5 – UNION REPRESENTATIONS

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site Project employees shall be entitled to designate in writing (with copies to the Contractors involved and the University and Project Management Firm) one representative, and the Business Manager, who shall be afforded access to the Project. Such representatives shall fully comply with the visitor, safety and security of 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 PM 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 the 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 Contractors 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 Projects, 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, PM or Owner 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, Owner, or PM. Contractors, Owner, and PM, 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, Owner, or PM 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 Unions and 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 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 JJ Pierson, Jr., Esq., The Arbitration Centre, 8 Fox Hunt Road, Box 604, New Vernon, NJ 07976, phone 973-359-8100, fax 973-359-8161 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, its International, the University, the PM, the BTC, and the Contractor involved.
- B. The Arbitrator shall thereupon, after notice as to the time and place to the Contractor, the Local Union involved, the BTC, and the PM, hold a hearing within 48 hours of receipt of the notice invoking the procedure if 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 University 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

The Local Administrative Committee (LAC) will meet on a regular basis to:

- A. Implement and oversee this Agreement's procedures and initiatives;
- B. Monitor the effectiveness of this Agreement; and
- C. Identify opportunities to improve efficiency and work execution.

SECTION 2. COMPOSITION

The LAC will be co-chaired by the President of the BTC or his designee, and a designated official of the University. It will be comprised of no more than 5 representatives of the local unions signatory, selected by/among such unions, to this Agreement and representatives of the University's Project Management firm and no more than 5 representative selected by/among the

other contractors on the Project.

ARTICLE 9. – GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OR GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violation 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 seven (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 seven (7) calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved 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, Bargaining Unit member, and Contractor directly involved, unless the settlement is accepted in writing, by the Contractor, as creating a precedent; and
- 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 sub-paragraph (a) for the adjustment of grievances on behalf of employees.

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the BTC and the involved 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 fourteen (14) calendar days after the initial Step 2 meeting, submit the grievance in writing (with copies to other participants) to the next available arbitrator of the panel of Arbitrators consisting of Arbitrator JJ Pierson, Gary Kendellen, and Wellington Davis, 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 Bargaining Unit members. The fees and expenses of such arbitration 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 PM, 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 thirty (30) calendar days prior to the date of service of the written grievance on the Project Manager, the University and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY PROJECT MANAGER

The Project Manager 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 PM, 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 criteria set forth in Section 3, Subsection D 1-3.
- C. When a Contractor has made an assignment of work, he shall continue the assignment without alternation unless otherwise directed by an arbitrator or there is an agreement between the National or International Unions involved. Claims of a change of assignment shall be processed in accordance with Article 1 of the Procedural Rules of the Plan for the Settlement of Jurisdictional disputes in the Construction Industry (“the Plan”).
- D. In the event that a Union involved in the change of original assignment dispute is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Department and does not wish to process a case through the Plan, the parties shall mutually select one of the following Arbitrators: Arbitrator JJ Pierson, Arbitrator Gary Kendellen, or Arbitrator Wellington Davis, and submit the dispute directly to the Arbitrator. The selected Arbitrator shall determine whether the case requires a hearing or may be decided upon written submission. In rendering his determination on whether there has been a change of original assignment, the Arbitrator shall be governed by the following:
- 1) The Contractor who has the responsibility for the performance and installation shall make a specific assignment of the work which is included in his contract to a particular union(s). For instance, if Contractor A subcontracts certain work to Contractor B, the Contractor B shall have the responsibility for making the specific assignments for the work included in his contract. If Contractor B, in turn shall subcontract certain work to Contractor C, then Contractor C shall have the responsibility for making the specific assignment for the work included in his contract. After work has been so assigned, each assignment will be maintained even though the assigning Contractor is replaced and such work is subcontracted to another Contractor. It is a violation of the Agreement for the Contractor to hold up disputed work or shut down a project because of a jurisdictional dispute.
 - 2) When a Contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed by an Arbitrator or there is an agreement between the National or International Unions involved.
 - a. Unloading and/or handling of materials to stockpile or storage by

a trade for the convenience of the responsible Contractor when his employees are not on the job site, or in an emergency situation, shall not be considered to be an original assignment to the trade.

- b. Starting of work by a trade without a specific assignment by an authorized representative of the responsible Contractor shall not be considered an original assignment of that trade, provided that the responsible Contractor, or his authorized representative, promptly, and in any event, within eight (8) working hours following the start of the work, takes positive steps to stop further unauthorized performance of the work by that trade.

SECTION 3. PROCEDURE FOR SETTLEMENT OF DISPUTES

- A. Any Union having a jurisdictional dispute with respect to Project work assigned to another Union will submit through its International the dispute in writing to the Administrator of 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 Procedural Rules of Plan.
- B. Within five (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 mutually select one of the following designated Arbitrators: Arbitrator JJ Pierson, Arbitrator Andy Douglas or Arbitrator Richard K. Henft to hear all unsolved jurisdictional disputes arising under this Agreement. All other rules and procedures of the Plan shall be followed. If none of the three Arbitrators 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.
- D. In the event that a Union involved in the dispute is an affiliate of a National or International Union that is not affiliated with the National Building and Construction Trades Council and does not wish to process cases through the Plan as described in paragraphs A-C above, the parties to the dispute shall mutually select one of the following Arbitrators: Arbitrator JJ Pierson, Arbitrator Gary Kendellen, or Arbitrator Wellington Davis to hear the dispute and shall submit the dispute directly to the selected arbitrator. The time limits for submission and processing disputes shall be the same as provided elsewhere in this Section. The selected Arbitrator shall schedule the hearing within seven (7) business days from the date of submission. If he cannot

hear the case within the required timeframe, one of the other Arbitrators will be selected to hear the case unless all parties to the dispute agree to waive the seven (7) day time limit. In rendering his decision, the Arbitrator shall determine:

- 1) First, whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between the National and International Unions to the dispute governs;
- 2) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality in the past ten (10) years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record and establish trade practice in the industry rather than the prevailing practice in the locality.
- 3) Only if none of the criteria is found to exist, the Arbitrator shall then consider that because of efficiency, cost or continuity and good management are essential to the wellbeing of the industry, the interest of the consumer or the past practices of the employer shall not be ignored. The Arbitrator shall set forth the basis of his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why a higher- ranked criteria were not deemed applicable. The Arbitrator's decision shall apply to the job in dispute.

Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties as determined by the Arbitrator.

- E. The Arbitrator shall render a short-form decision within five (5) days of the hearing based upon the evidence submitted at the hearing, with a written decision to follow within thirty (30) days of the close of hearing.
- F. This Jurisdictional Dispute Resolution Procedure will only apply to work performed by Local Unions that represent workers employed on the Project.
- G. 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 award rendered pursuant to this Article and the Plan shall be final and binding on the disputing Local Unions and the involved Contractor on this Project only and may be enforced in accordance with the provisions of Article VII of the Plan. Any award rendered pursuant to the alternate procedures of this Article 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 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; nor 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

- A. 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 any such award. Any Claims of a violation of this section shall be submitted and processed in accordance with the impediment to job progress provisions of the Plan.
- B. In the event a Union alleged to have engaged in an impediment to job progress is an affiliate of a National or International Union that is not affiliate with the Building and Construction Trades Department and does not wish to have the impediment to job progress charge processed through the Plan, the parties to the dispute shall mutually select one of the three Arbitrators designated in this Article to hear the dispute. The selected Arbitrator shall schedule the hearing within two (2) business days from the date of submission. If he cannot hear the case within the required timeframe, one of the other Arbitrators shall be selected by the parties to hear the case unless all parties to the dispute agree to waive the two (2) day time limit. The sole issue at the hearing shall be whether or not a violation of this Section has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. The Arbitrator's decision shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of,

the decision. The Arbitrator may order cessation of the violation of this Section and other appropriate relief, and such decision shall be served on all parties by facsimile upon issuance. Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties as determined by the Arbitrator.

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 Schedule 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 Schedule A. Parties to such agreements shall be the Contractors 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. Prior to the Project Manager or any Contractor making any payment to a Contractor or sub-contractor, the Project Manager or Contractor shall verify that the Contractor or sub-contractor has made contributions in full to the respective employee benefit funds. The Project Manager or Contractor will obtain this verification in writing prior to making any payment to a Contractor or sub-contractor.
- D. Should any Contractor or sub-contractor become delinquent in the payment of contributions to the fringe benefit funds, then the sub-contractor at the next higher tier, or upon notice of the delinquency claim from the Union or the Funds, agrees to

withhold from the sub-contractor 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 forty (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 ½ hour unpaid lunch period each day.
 - 2. Four Day Work Week: Monday-Thursday, 4 Days, 10 hours plus ½ hour unpaid lunch period each day.
- B. The Day Shift shall commence between the hours of 6:00 am and 9:00am and shall end between the hours of 2:30 pm and 7:30 pm. 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 a four-day work week (when mutually agreed upon on a craft-by-craft basis). The Contractor shall also have the option to set the work day hours consistent with Project requirements, the Project schedule, and minimization of interference with site 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 day 10 hours) 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 five (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 Article 12 Section 1 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 University 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 University and must be scheduled with no less than five (5) work days notice to the Local Union.
- B. Second Shift: The second shift (starting between 2 pm and 8 pm) 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 ½ 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 ten (10) hours work for ten (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 and Contractors 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 E. HOLIDAYS

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

New Year’s 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 of the above 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 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 his/her 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 his/her own volition or is discharged for cause or is not working as 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 AM 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 three (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 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 requests 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 receive 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 ½ 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 no 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% (twenty-five percent) of work force by craft (without regard to whether a lesser ratio is set forth in Schedule A), unless the applicable Schedule 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% (fifty percent) of the apprentices placed on this Project should be first year, minority, women or economically disadvantaged apprentices. The Local Unions will cooperate with the 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 safety 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 PM for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

SECTION 3. INSPECTIONS

The Contractors, University, Architect and Project Manager 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 may be established by the 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 University, the Project Manager 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 discharge 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 particular 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 University, PM, Contractors, and the Unions will cooperate in seeking any New Jersey 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/or 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 Contractors' 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/or awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties will enter in to negotiations as to modifications to the Agreement to reflect the court action taken and the intent of the parties for contracts to be let in the future.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the University, the Architect, the Project Manager, nor any Contractor, nor 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 - HELMETS TO HARDHATS

SECTION 1. UTILIZE THE CENTER FOR MILITARY RECRUITMENT

The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (“Center”) and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

SECTION 2. CREATION OF AN INTEGRATED DATABASE OF INTERESTED VETERANS

The Unions and Contractors agree to coordinate with the **Center** to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE 19 – FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

- A. The collective bargaining agreements attached as Schedule A to this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements which are set forth in Schedule A notify the Contractors 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 any Schedule A collective bargaining agreements will not apply to work on this Project if such provisions are less favorable to this Project than those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provisions be recognized or applied on this Project 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 Schedule A collective bargaining agreement of provisions agreed upon in the

renegotiations of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project by any Local Union involved in the renegotiations of Area Local Collective Bargaining Agreements nor shall there be any lock-out on the Project affect a Local Union during the course of such renegotiations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the _____ day of _____, 2019.

SIGNATORIES:

STOCKTON UNIVERSITY

SOUTH JERSEY BUILDING AND CONSTRUCTION TRADES COUNCIL

Authorized Signature

Print Name

INDIVIDUAL UNIONS

Asbestos Workers Local 89

BAC Local 5

Carpenters Local 255

Cement Mason Local 592

Elevator Constructors Local 5

Glaziers Local 252

IBEW Local 351

Ironworkers Local 399

Laborers Local 172

Laborers Local 77

Operating Engineers Local 825

Painters District Council 711

Plumbers & Fitters Local 322

Roofers & Water Proofers Local 30

Sheet Metal Workers Local 19
(Signs)

Sheet Metal Workers Local 27

Sprinkler Fitters Local 669

Tapers Local 1976

Teamsters Local 331

L060120-1

Tile, Marble & Terrazzo- BAC Local 7

L060120-1

SCHEDULE A

LOCAL COLLECTIVE BARGAINING AGREEMENTS

(ATTACH HERE)

L060120-1

SCHEDULE B

LETTERS OF ASSENT

(ATTACH EXECUTED FORM HERE)

(When Executed Attached to Schedule B)

LETTER OF ASSENT

PROJECT LABOR AGREEMENT

The undersigned, as a Prime contractor or subcontractor on a Contract which is part of the construction project at the 3701 Boardwalk Residential Complex, Atlantic City, New Jersey (“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 noncompliance with all such terms and conditions, including but not limited to, evidence of compliance with the pre-employment controlled substance testing, will subject the noncomplying 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.

Date

Name of Contractor/Company

Signature of Authorized Representative

Print Name and Title

Contract Number

SCHEDULE C

Scope of Project Construction Work

AT THE ATLANTIC CITY CAMPUS COMPLEX THE UNIVERSITY IS PROPOSING A WHITE-BOX FIT-OUT TO TWO EXISTING RETAILS SPACES, "C" & "D" LOCATED IN THE RESIDENTIAL COMPLEX.

THE WORK TO BE PERFORMED UNDER THIS PROJECT INCLUDES, BUT IS NOT LIMITED TO;

BUILDING - THE REMOVAL AND REPLACEMENT OF THE EXISTING WALLS, CEILINGS, FINISHES. ETC. ALONG WITH THE INSTALLATION OF NEW WALLS, DOORS, FRAMES, CONCRETE SLABS, FINISHES, RESTROOMS ETC.

ELECTRICAL - THE RELOCATION OF EXISTING ELECTRICAL PANELS, TRANSFORMERS, ETC. TO DEDICATED ELECTRICAL ROOMS. THE REMOVAL, RELOCATION, AND MODIFICATION OF EXISTING, AND THE INSTALLATION OF PROPOSED RECEPTACLES, SWITCHES, LIGHTING, ETC. TO SUIT THE NEW LAYOUT.

FIRE - THE REMOVAL, RELOCATION, AND MODIFICATION OF EXISTING, AND THE INSTALLATION OF PROPOSED FIRE ALARM DEVICES, SPRINKLER HEADS, ETC. TO SUIT THE NEW LAYOUT.

MECHANICAL - THE REMOVAL, RELOCATION, AND MODIFICATION OF EXISTING, AND THE INSTALLATION OF PROPOSED HVAC UNITS, DUCTWORK, DIFFUSERS, THERMOSTATS, ETC. TO SUIT THE NEW LAYOUT.

PLUMBING - THE INSTALLATION OF NEW WATER CLOSETS, LAVATORIES, SINKS, ETC., TIED TO EXISTING WATER, SANITARY, AND VENT PIPING.