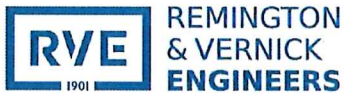


**SPECIFICATIONS
for the
Center for the Arts Site Improvements (Re-Bid)**

**Prepared for
Township of Evesham
Burlington County, New Jersey**

August 2026



2059 Springdale Road
Cherry Hill, NJ 08003
(856) 795-9595

RVE Project No. 03-13-T-291

Douglas M. Johnson - Lic. No. 51487

Date

Jessica D. Hauber

Jessica D. Hauber, P.E. - Lic. No. 51487

8/27/26

Date

**TOWNSHIP OF EVESHAM
BURLINGTON COUNTY,
NEW JERSEY**

NOTICE TO BID

SEALED BIDS WILL BE RECEIVED BY THE TOWNSHIP OF EVESHAM FOR:

CENTER FOR THE ARTS SITE IMPROVEMENTS (RE-BID)

And will be opened and read in public at the Municipal Complex, 984 Tuckerton Road, Marlton, Burlington County, New Jersey 08053, on Tuesday, October 6, 2026, at 10:00 AM, prevailing time, in Conference Room B #208.

Bid forms, contracts and specifications are available by contacting Remington & Vernick Engineers. Contact shall be made by phone or by email to make bid purchase arrangements. At 856 795 9595 or by submitting RVEbidinterest@rve.com.

Electronic download link for copies of the bid forms, contracts and specifications may be obtained from said Remington and Vernick Engineers, by prospective bidders upon request, upon payment of the sum of \$50.00 for each set. Should interested bidders not have the ability to handle electronic download sets, a set may be arranged to be sent overnight by calling 856 795 9595.

NO BIDS ARE TO BE PICKED UP AT THE ENGINEER'S OFFICE OR AT THE MUNICIPALITY OFFICES.

PAYMENT MUST BE RECEIVED PRIOR TO OBTAINING SAID SPECIFICATIONS.

NO BIDS ARE TO BE DROPPED OFF AT THE ENGINEER'S OFFICE.

The Township of Evesham reserves the right to consider the bids for sixty (60) days after the receipt thereof, and further reserves the right to reject any or all bids, either in whole or in part and also to waive any informality in any and make such awards or take action as may be in the best interest of the Township of Evesham, in accordance with applicable law.

Bids must be on the bid form prepared by Remington & Vernick Engineers, in the manner designated therein and required by the specifications, must be enclosed in sealed envelopes bearing the name and address of the bidder on the outside and also bearing on the outside reference to the particular work bid upon. It is the bidder's responsibility to see that bids are presented to the Township no later than, or prior to, the hour designated and at the place designated. Bids may be hand delivered or mailed; however, the Township disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the project name must also appear on the outside of the delivery company envelope. Absent an immediate and legally cognizable explanation for a late bid, bids received after the designated time and date will be returned unopened. Said bids shall be addressed to Rebecca Andrews, Township Clerk and shall be **delivered on or before the hour named above to the Clerk's Office, Room 201**.

Each bid shall be accompanied by a certified check, cashier's check or bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the Township of Evesham in an amount not less than ten percent (10%) but in no case in excess of \$20,000.00 of the amount bid. Any such bid bond shall be without endorsement or conditions. Bid shall also be accompanied by a certificate letter from a surety company stating that it will provide the bidder with the completion bond.

The award of the contract shall be made subject to the necessary moneys to do the work being provided by the Township of Evesham in a lawful manner. The contract to be executed by the successful bidder will provide that it shall not become effective until the necessary moneys to do the work have been provided by the Township of Evesham in a lawful manner. The award shall further be subjected to the securing of necessary State, Federal or Local permits governing the work.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 (Affirmative Action), N.J.S.A. 34:11-56.25 et seq.(New Jersey Prevailing Wage Act), and Americans with Disabilities Act of 1990 (42 U.S.C. S12101, et seq.).

The contractor is further notified that he must comply with N.J.S.A. 52:25-24.2, and submit a Disclosure Statement listing stockholders with his bid.

The contractor is further notified that he must comply with N.J.S.A. 34:11-56.48 et seq. Public Works Contractor Registration Act and he and any subcontractors must be registered in accordance with the act.

The contractor is also further notified that he must comply with N.J.S.A. 52:32-44 and submit proof of business registration and submit proof of business registration for any named subcontractors in accordance with the act.

By Order of Rebecca Andrews, Township Clerk
Township of Evesham

Dated: September 25, 2026

PROPOSAL SECTION

BID DOCUMENT SUBMISSION CHECKLIST

Township of Evesham
(Name of Local Contracting Unit)

Center for the Arts Site Improvements (Re-Bid)
(Name of Project)

03-13-T-291
(Project or Bid Number)

- A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.
(N.J.S.A. 40A:11-23.2)

Required with Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted with Bid (Bidder's Initials)
X	Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	
X	A statement of ownership disclosure, pursuant to <u>N.J.S.A.</u> 52:25-24.2 (Stockholders Statement)	
X	A listing of subcontractors as required by <u>N.J.S.A.</u> 40A:11-16 (Subcontractor's Declaration)	
X	A bid guarantee as required by <u>N.J.S.A.</u> 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	
X	A certificate from a surety company, pursuant to <u>N.J.S.A.</u> 40A:11-22 (Consent of Surety)	

- B. Failure to submit the following documents may be a cause for the bid to be rejected.
(N.J.S.A. 40A:11-23.1b.)

Required with Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted with Bid (Bidder's Initials)
X	Public Works Contractor Registration Form	
X	New Jersey "Business Registration Certificate" Form	
X	Background Questionnaire	
X	Debarred List Affidavit	
X	Submission of a Non-Collusion Affidavit (this form must be notarized)	
X	Affirmative Action Requirements	

X	Bidder Certificate showing ability to perform contract, pursuant to N.J.S.A. 40A:11-20	
	Disclosure of Investment Activities in Iran, pursuant to P.L. 2012, c. 25.	
	Prohibited Russia-Belarus Activities pursuant to P.L. 2022, c. 3.	
	Certification on Non-Debarment for Federal Government Contracts Form, pursuant to <u>N.J.S.A. 52:32-44.1</u>	
	Lowest Bidder Prevailing Wage Certification pursuant to N.J.S.A. 34:11-56.25, et seq., N.J.A.C. 12.60-9.1	
X	Bid Form	
X	Project Labor Agreement	

C. Owner's Statement with respect to N.J.S.A. 40:11-23.1c: See technical specifications whether uniformed law enforcement officers will or will not be required for traffic control.

D. SIGNATURE: The undersigned hereby acknowledges and has submitted the above-listed requirements.

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____

Print Name and Title: _____

Date: _____

Company Name: _____

Mailing Address: _____

Physical Address: _____

Phone Number: _____

Fax Number: _____

E-Mail: _____

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

Township of Evesham
(Name of Local Contracting Unit)

Center for the Arts Site Improvements (Re-Bid)
(Name of Project)

03-13-T-291
(Project or Bid number)

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

Local Unit Reference Number Or Title of Addendum/Revision		How Received (mail, fax, pick-up, etc.)	Date Received	Bidder's Initials
Notice, Revision or Addenda No.	Title or Description			

Acknowledged by bidder:

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information may cause automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type)
- ☐ Limited Liability Company (LLC)
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): (Click or tap to enter text)

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

(COMPLETE THE LIST BELOW IN THIS SECTION)

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

(SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

SUBCONTRACTOR DECLARATION

Each bidder shall set forth in the bid the names, addresses and license number (when required) of each subcontractor for the furnishing of plumbing, and gas fitting and all kindred work, and of the steam power plants, steam and hot water heating and ventilating and refrigeration apparatus and all kindred work, steam power plants and kindred work, and electrical work, including any electrical power plants, tele-data, fire alarm, or security system, and structural steel and ornamental iron work, if any, for the construction, alteration or repair of any public buildings.

A general contractor that intends to utilize a specific subcontractor to perform work in one or more of the specialty trade categories shall provide the required information with regard to that subcontractor in the appropriate space for each specialty trade category applicable to the contract.

Whenever a bid sets forth more than one subcontractor for any of the categories listed below, the bidder shall submit to the contracting unit a certificate signed by the bidder listing each subcontractor named in the bid for that category. The certificate shall set forth the scope of work, goods and services for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor should the bidder be awarded the contract. The certificate shall be submitted to the contracting unit simultaneously with the list of the subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor. If a bidder does not submit a certificate or certificates to the contracting unit, the contracting unit shall award the contract to the next lowest responsible bidder.

All bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3. These provisions require that plumbing work on such contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other firm or legal entity. Accordingly, if a bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the entity submitting the bid. Alternately, if a bidder intends to perform such work through a subcontractor, a

master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the subcontractor.

There shall be submitted proof that each subcontractor is qualified in accordance with the rules and regulations of the State of New Jersey when such rules and regulations exist.

A general contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the general contractor himself rather than through the utilization of a subcontractor shall write the word “**IN-HOUSE**” next to each applicable category and then insert the name, and license number where required, of each such employee of the general contractor or the general contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

If the contract does not involve any of the specialty trade categories below, please insert the word “**NONE**” in each appropriate space provided.

Plumbing Work:

Name _____ Phone # _____
Address _____
License Number: _____

Gas Fitting and All Kindred Work:

Name _____ Phone # _____
Address _____
License Number: _____
Certification Number (for Medical Gas Piping Installation): _____

Steam Power Plants, Steam and Hot Water Heating and Ventilating and Refrigeration Apparatus and all Kindred Work:

Name _____ Phone # _____
Address _____
License Number: _____

Electrical Work, including any Electrical Power Plants:

Name _____ Phone # _____
Address _____
License Number: _____

Tele-data Systems:

Name _____ Phone # _____
Address _____
License Number: _____
Telecommunications Exemption (Provide copy of letter and ID card) Number: _____

Fire Alarm Systems:

Name _____ Phone # _____

Address _____

License Number: _____

Fire Protection Equipment Business or Fire Protection Contractor Business Permit Number: _____

Security Systems:

Name _____ Phone # _____

Address _____

License Number: _____

Structural Steel and Ornamental Iron Work:

Name _____ Phone # _____

Address _____

License Number: Not Applicable

BID SECURITY

Attach bid bond, cashier's check or certified check in the amount of 10% of the bid, but not in excess of \$20,000.00.

CONSENT OF SURETY

Attach Consent of Surety from a Surety Company, meeting the requirements described herein, stating that if the bidder is awarded the contract that the surety company will supply the bonds for the contract.

1. Must be an irrevocable, unconditional commitment by the surety to issue on behalf of the bidder the bond or bonds set forth in the contract documents upon award of the project in the full amounts specified.
2. Must include all bonds required by the contract documents i.e. performance, labor and material payment, maintenance, environmental, etc.
3. Certificate (Consent) of Surety is not waivable and will be considered a material defect resulting in rejection of bid if omitted from bid package.
4. Must not contain any provision that would serve to limit the surety's liability to the "spread to second" bidder in the event the bidder fails to enter into a contract upon award.

Sample wording is as shown below:

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the sum of \$_____, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned, and for other

SAMPLE

(Name) Insurance Company,

(Address)

valuable consideration, the existing under the laws of the State of New Jersey and licensed to do business in the State of New Jersey certifies and agrees, that if the contract for (Contracting Agency) _____ for: (Project)_____ is awarded to (Bidder)_____ the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening, unless agreed upon by Bidder, Owner and Surety to be extended.

Signed, sealed and dated this _____ day of _____, 20_____

(Name) Insurance Company

By _____
(Name)
Attorney in Fact

(To be accompanied by the usual proof of Authority of Officers of officers of the Surety Company to execute same)

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

N.J.S.A. 34:11-56.48 requires that contractors and subcontractors, be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance. The definition in the law is as follows:

“Contractor means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the “New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and includes any subcontractor or lower tier subcontractor of a contractor as defined herein.”

1. All named contractors in a bid proposal (including out-of-state contractors) must be registered with the Department of Labor’s Division of Wage and Hour Compliance at the time proposals are received by the public entity.
2. All named sub-contractors must be registered with the Department of Labor pursuant to the PWCRA at the time the proposal is received, or the proposal will be determined to be non-responsive.
3. Any non-listed sub-contractor must be registered with the Department of Labor prior to physically starting work.
4. The law requires contractors to submit certificates after a bid proposal is received and prior to awarding the contract. (N.J.S.A. 34:11-56.55)
5. After bid proposals are received, and prior to contract award, the contractor must submit to the public entity copies of certifications of all listed sub-contractors.
6. Prior to the work being performed by non-listed subcontractors, the contractor must submit to the public entity copies of certifications of all non-listed subcontractors.

Please indicate below, for the bidder and all subcontractors listed on the “Subcontractor Declaration” herein, as to their registration with the NJ Department of Labor, Division of Wage and Hour Compliance in accordance with N.J.S.A. 34:11-56.48.

<u>Name</u>	<u>Not Registered</u>	<u>Registration Number</u>
Bidder _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and sworn before me this _____ day of _____ 20 _____.

Notary Public of _____	_____ <i>Signature</i>
My Commission Expires _____, 20_____ (Seal)	_____ <i>Name and Title (Type or Print)</i>

NEW JERSEY" BUSINESS REGISTRATION CERTIFICATE" FORM

N.J.S.A. 52:32-44 requires that Business Organizations, be registered with the New Jersey Department of Treasury, Division Revenue. The definition in the law is as follows:

"Contractor" means a business organization that seeks to enter, or has entered into, a contract with a contracting agency.

"Contract" means any agreement, including but not limited to a purchase order or a formal agreement for the provision of goods, performance of services, or construction of a construction project, which is a legally binding relationship enforceable by law, between a contractor and a contracting agency that agrees to compensate the contractor, as defined by and subject to the terms and conditions of the agreement; and where the goods that are received, services that are delivered, and construction that is constructed is within the geographic borders of the State of New Jersey; and where:

- (1) the value of a single contract with the contractor is in excess of 15 percent of the amount of the contracting agency's bid threshold; or
- (2) when the aggregate amount of contracts with the contractor, during the fiscal year of the contracting agency, exceeds 15 percent of the amount of the contracting agency's bid threshold.

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the NJ Department of Treasury, Division of Revenue in accordance with N.J.S.A. 52:32-44.

The contractor shall provide the contracting agency with the business registration certificate of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

<u>Name</u>	<u>Not Registered</u>	<u>Registration Number</u>
Bidder _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and sworn before me this _____ day of _____ 20 _____

Notary Public of _____

My Commission Expires _____, 20_____.

Signature

Name and Title
(Type or Print)

(Seal)

BACKGROUND QUESTIONNAIRE

In accordance with paragraph entitled "Qualifications of Bidders" of "Information for Bidders", provide the following information:

Date of Organization of Company: _____

Name and Address of Officers: _____

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name? _____
2. How many years experience in this type of construction work has your organization had? _____
3. What are the latest projects (within the last five years) your organization has completed?
(Attach additional pages if necessary)

	<u>Contract Amount</u>	<u>Date Work Completed</u>	<u>For Whom</u>
A. \$	_____	_____	_____
B. \$	_____	_____	_____
C. \$	_____	_____	_____
D. \$	_____	_____	_____
E. \$	_____	_____	_____

Names, Addresses and Telephone Numbers of Reference for items listed above:

	<u>Name and Address</u>	<u>Telephone Number</u>
A.	_____	_____
B.	_____	_____
C.	_____	_____
D.	_____	_____
E.	_____	_____

Background Questionnaire
Page 2

4. Have you ever failed to complete any work awarded to you (within the last ten years)? _____
If so, where and why? _____

5. Have you or has any officer of your organization ever been an officer or partner of some other contracting organization that failed to complete any work (within the last ten years)? _____
If so, state the name of individual, position and the name of the other organization _____

Did this other contracting organization ever fail to complete any work awarded it
(within the last ten years)? _____
If so, where and why? _____

6. Give list of uncompleted contracts at present held by you:

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

7. State approximately the largest amount of work you have done in any one year (within the last five years) of a similar nature to the work being bid on.

8. List the equipment available for the performance of work under the proposed contract (attach additional sheets if necessary)

DEBARRED LIST AFFIDAVIT

STATE OF _____

COUNTY OF _____

ss: _____

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

I am _____ an officer of the firm of _____ the bidder making the bid for the above named work, and that I executed said bid with full authority to do so; that said bidder at the time of making of this bid is not debarred at the federal level from contracting with a federal government agency as indicated in N.J.S.A. 52:32-44.1 or included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said bid and in this affidavit are true and correct, and made with the full knowledge that the

(Name of the contracting agency)

as the Owner relies upon the truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid be debarred at the federal level from contracting with a federal government agency or appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of this Contract, including Guarantee Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey, if the Contractor, pursuant to N.J.A.C. 12:60-7.1 et seq., commits any of the acts listed therein, and as determined according to applicable law and regulation.

(Insert Name, Telephone No., Fax No. and Address of Contractor)

(Insert Name and Title of Affiant)

Subscribed and sworn before me this _____ day of _____ 20 _____

Notary Public of _____

My Commission Expires _____ 20 _____
(Seal)

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

ss: _____

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

I am _____
of the firm of _____
the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder had not, directly or indirectly, entered into any agreement(s), participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the **(Name of Contracting Agency)** relies upon the truth of the statements contained in said Proposal and in this affidavit in awarding the contract for the said Project.

I further warrant that no person(s) or selling agency has been employed or retained to solicit, or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent, fee except bona fide employees or bona fide established commercial or selling agencies maintained by

(Name of bidder)

*(Insert Name, Telephone No., Fax No., and
Address of Contractor)*

(Insert Name and Title of Affiant)

Subscribed and sworn before me this _____ day of _____ 20 _____

Notary Public of _____

My Commission Expires _____ 20 _____

(Seal)

AFFIRMATIVE ACTION REQUIREMENTS

CONSTRUCTION CONTRACTS

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

1. All successful contractor(s) must submit to the agencies named below, after notification of award but prior to the signing of the contract an Initial Project Workforce Report (Form AA201) for any contract award that meets or exceeds the Public Agency bidding threshold.
2. The successful contractor(s) must submit the appropriate copies of the Initial Project Workforce Report (Form AA201) to the Division of Contract Compliance and the appropriate copy to the Public Agency.
3. The successful contractor(s) must submit a copy of the Monthly Workforce Report (Form AA 202) once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The undersigned certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned further understands that his/her bid may be rejected as non-responsive if the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 are not complied with.

*(Insert Name, Telephone No., Fax No., and
Address of Contractor)*

(Insert Name and Title of Affiant)

Subscribed and sworn before me this _____ day of _____ 20 _____

Notary Public of _____

My Commission Expires _____ 20 _____
(Seal)

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

STATE OF _____

COUNTY OF _____

ss:

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

1. I am a(n) owner, partner, shareholder or officer of the company set forth below and am duly authorized to execute this affidavit on its behalf.

(Check appropriate Statement(s))

☐ I own, lease or control the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.

☐ I do not own, lease or control all the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.

If the bidder is not the actual owner or lessee of all necessary equipment, provide the source from which the equipment will be obtained. (Attach additional sheets if necessary).

(Attach certification from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary)

*(Insert Name, Telephone No., Fax No., and
Address of Contractor)*

(Insert Name and Title of Affiant)

Subscribed and sworn before me this _____ day of _____ 20 _____

Notary Public of _____

My Commission Expires _____ 20 _____
(Seal)

Disclosure of Investment Activities in Iran	
Person or Entity	
Part 1: Certification	
COMPLETE PART 1 BY CHECKING <u>EITHER BOX.</u> Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.	
☐	<i>I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.</i>
OR	
☐	<i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.</i>

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **Name of Contracting Unit** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Reference to Contracting Unit** to notify the **Reference to Contracting Unit** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Name of Contracting Unit** and that the **Reference to Contracting Unit** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		Date	

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR
BELARUS**

Pursuant to N.J.S.A. 52 :32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter “Vendorⁱ”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

- ☐ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

- ☐ B. That I am unable to certify as to “A” above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

- ☐ C. That I am unable to certify as to “A” above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor’s Authorized Representative	Date
Print Name and Title of Vendor’s Authorized Representative	Vendor’s FEIN
Vendor’s Name	Vendor’s Phone Number

_____ Vendor's Address (Street Address)	_____ Vendor's Fax Number
_____ Vendor's Address (City/State/Zip Code)	_____ Vendor's Email Address

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS
N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- ☐ Sole Proprietorship (skip Parts III and IV) ☐ Non-Profit Corporation (skip Parts III and IV)
☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC) ☐ Partnership
☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <type of contracting unit>, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization			
Section A (Check the Box that applies)			
☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.		
Name of Individual or Organization			
Physical Address			
OR			
☐	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.		
Section B (Skip if no Business entity is listed in Section A above)			
☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.		
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity			
Physical Address			
OR			
☐	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.		
Section C – Part III Certification			
I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in Part I or, if applicable, owns greater than 50 percent of a parent entity of _____. (Name of Organization) I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i><name of contracting unit></i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award <i><type of contracting unit></i> to notify the <i><type of contracting unit></i> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <i><type of contracting unit></i>, permitting the <i><type of contracting unit></i> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):			Title:
Signature:			Date:

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
Section A	
☐	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
Name of Business Entity	Physical Address
Add additional sheets if necessary	
OR	
☐	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.
Section B (skip if no business entities are listed in Section A of Part IV)	
☐	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address
Add additional Sheets if necessary	
OR	
☐	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.
Section C – Part IV Certification	
I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or	

misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the *<type of contracting unit>*, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

LOWEST BIDDER PREVAILING WAGE CERTIFICATION

In the matter of an award of a	)	STATE OF NEW JERSEY
contract for public work for a	)	DEPARTMENT OF LABOR AND
project described as:	)	WORKFORCE DEVELOPMENT
	)	DIVISION OF
[Enter project name]	)	WAGE & HOUR COMPLIANCE
	)	
	)	Certification of Lowest Bidder

_____, of full age and under oath, duly provides the following sworn statement:

(1). I am the owner and/or highest-ranking official or officer of a company or firm named _____, which holds a currently valid public works contractor registration pursuant to the New Jersey Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., certificate number _____.

(2). I submitted a bid for a contract award in the above identified project and the public body has informed me that I am the lowest bidder by 10 percent or more as compared to the next lowest bid submitted.

(3). The amount of my bid does include paying the prevailing wage rate to all workers who perform work on the project at rates of pay, including both base wage and fringe benefits, set forth in applicable Wage Determinations, (1) for the appropriate locality, (2) for the appropriate work classification (e.g., carpenter, electrician, mason, plumber), and (3) for the appropriate job title (e.g., Apprentice, Journeyman, Forman), published by the New Jersey Department of Labor and Workforce Development (NJDOL) pursuant to the New Jersey Prevailing Wage Act (NJPWA), N.J.S.A. 34:11-56.25 et seq., and corresponding NJDOL rules, N.J.A.C. 12:60.

I certify under penalty of perjury that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are false, I am subject to punishment. See N.J.S.A. 2C:28-1 et seq., specifically, N.J.S.A. 2C:28-3, within the New Jersey Code of Criminal Justice.

Dated: _____

Signature: _____

Title: _____

Center for the Arts Site Improvements (Re-Bid)

RVE Project Number 03-13-T-291

Township of Evesham

BID FORM

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating hereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment, and other facilities and things necessary for, or proper for, or incidental to the, as required by, and in strict accordance with the applicable provisions of plans and specifications and all addenda issued prior to the date of opening the bids, whether received by the undersigned or not, for the amount bid based on the following unit and/or lump sum prices.

NOTE: Extension of Unit Prices must be exact.

CONTRACT TIME BASE BID	30	CALENDAR DAYS
TOTAL CONTRACT TIME	30	CALENDAR DAYS

BASE BID

Item	Quantity	Units	Description	Unit Price	Amount
1	1	LS	CLEARING SITE	\$	\$
2	100	CY	EXCAVATION, UNCLASSIFIED	\$	\$
3	255	SY	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	\$	\$
4	1775	SY	HMA MILLING, 3" OR LESS	\$	\$
5	75	SY	HOT MIX ASPHALT PAVEMENT REPAIR, IF & WHERE DIRECTED	\$	\$
6	260	GAL	TACK COAT	\$	\$
7	205	TON	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	\$	\$
8	65	TON	HOT MIX ASPHALT 19 M 64 BASE COURSE, 4" THICK	\$	\$
9	5	SY	RIPRAP STONE SLOPE PROTECTION, 12" THICK (D50=4')	\$	\$
10	65	SY	CONCRETE SIDEWALK, 4" THICK	\$	\$
11	2	SY	DETECTABLE WARNING SURFACE	\$	\$

Item	Quantity	Units	Description	Unit Price	Amount
12	2	UN	PRECAST CONCRETE WHEEL STOP	\$	\$
13	1300	LF	TRAFFIC MARKING LINES, 4"	\$	\$
14	30	LF	TRAFFIC MARKING LINES, 24"	\$	\$
15	80	SF	TRAFFIC MARKING SYMBOLS	\$	\$
16	25	SF	REGULATORY AND WARNING SIGN	\$	\$
17	1	UN	BOLLARD	\$	\$
18	20	CY	BORROW TOPSOIL	\$	\$
19	130	SY	TOPSOIL SPREADING, 4" THICK	\$	\$
20	130	SY	FERTILIZING AND SEEDING, TYPE A-3	\$	\$
21	130	SY	STRAW MULCH	\$	\$
22	1	LS	DEMOLITION OF CONCRETE RAMP & STEPS, INCLUDING FOUNDATION	\$	\$
23	1	LS	MOBILIZATION AND DEMOBLIZATION	\$	\$
24	2	LS	DEMOLITION OF EXISTING CONCRETE STAIRS AT FRONT PORCH, INCLUDING WING WALLS	\$	\$
25	15	CY	DEMOLITION OF EXISTING CONCRETE TOP SLAB AND CONCRETE WALLS AT FRONT PORCH, INCLUDING FOOTINGS	\$	\$
26	240	SF	FURNISH AND INSTALL NEW 1x6 TREX DECKING	\$	\$
27	60	LF	FURNISH AND INSTALL NEW 3x12 WOOD BEAMS	\$	\$
28	180	LF	FURNISH AND INSTALL NEW 2x10 WOOD JOISTS, INCLUDING HANGERS	\$	\$
29	50	LF	FURNISH AND INSTALL NEW 6x6 WOOD POSTS	\$	\$

Item	Quantity	Units	Description	Unit Price	Amount
30	2	UN	FURNISH AND INSTALL NEW WOOD FRAMED STAIRS, INCLUDING STRINGERS & TREADS	\$	\$
31	2	CY	FURNISH AND INSTALL PORCH COLUMN FOOTINGS COMPLETE, INCLUDING CONNECTIONS, PIERS AND REINFORCEMENT	\$	\$
32	6	CY	EXCAVATION AND DISPOSAL OF SOIL FOR RAMP FOOTINGS	\$	\$
33	6	CY	FURNISH AND INSTALL CONCRETE RAMP FOOTINGS, INCLUDING REINFORCEMENT	\$	\$
34	1	UN	FURNISH AND INSTALL NEW ALUMINUM RAMP SYSTEM COMPLETE	\$	\$
35	1	ALLOW	ALLOWANCE (IF & WHERE DIRECTED)	\$ 10,000.00	\$ 10,000.00
TOTAL CONSTRUCTION COST, BASE BID, ITEMS 1 THROUGH 35, INCLUSIVE.					

TOTAL AMOUNT BID WRITTEN OUT

SIGNATURE

NAME & TITLE

BID DATE

COMPANY NAME

Check Box

☐

The above Bidder certifies that they acknowledge that this project is subject to a Project Labor Agreement (PLA) and that they have read and accept the terms of the PLA that has been included with this bid document.

CRITERIA FOR EVALUATION OF BIDS:

1. Owner shall evaluate bids for the lowest responsible bidder for any base bid or any base bid plus any combination of selected alternate addition or deductions.
2. Selection of alternate bid addition or deduction options shall be evaluated on the basis of price as it fits into the project budget as well as the anticipated worth of the alternate bid addition or deduction option.
3. All bids shall be reviewed in conjunction with P.L. 2009, c.292.

PROJECT LABOR AGREEMENT

COVERING Center for the Arts Site Improvements (Re-Bid) **IN BURLINGTON COUNTY, NEW JERSEY**

EVESHAM CONTRACT NO. 03-13-T-291

ARTICLE 1 - PREAMBLE

WHEREAS, the Township of Evesham, (hereinafter “the Township”), on behalf of itself as Owner, and the Labor Organization(s), on behalf of itself, desire to provide for the efficient, safe, quality, and timely completion of the construction of the Center for the Arts Site Improvements (Re-Bid), Township Contract No. 03-13-T-291, in a manner designed to afford lower reasonable costs to the Township, the Owner, and the Public who it represents, and the advancement of public policy objectives;

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

- (1) ensuring a reliable source of skilled and experienced labor;
- (2) standardizing the terms and conditions governing the employment of labor on the Project;
- (3) permitting wide flexibility in work scheduling and shift hours and times; from those which otherwise might obtain;
- (4) receiving negotiated adjustments as to work rules and staffing requirements from those which otherwise might obtain;
- (5) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (6) avoiding the costly delays of potential strikes, slowdowns,
- (7) walkouts, picketing and other disruptions arising from work disputes, and promote labor harmony and peace for the duration of the Project.
- (8) furthering public policy objectives as to improved employment
- (9) opportunities for minorities, women and the economically disadvantaged in the construction industry;
- (10) expediting the construction process;

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

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

NOW, THEREFORE, the Parties enter into this Agreement:

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") entered into by and between the Township and the South Jersey Construction & Building Trades Council for the construction work of the Center for the Arts Site Improvements (Re-Bid), Township Contract No. 03-13-T-291, be performed on the property of the Township, in the State of New Jersey, and by South Jersey Construction & Building Trades Council, on behalf of itself and its affiliates and the members and the signatory Local Unions, on behalf of themselves and their members.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the Union party and the South Jersey Construction & Building Trades Council are referred to singularly and collectively as "the Union(s)" where specific reference is made to "Local Unions" that phrase is sometimes used; the term "Contractor(s)" shall include the General Contractor (GC), and all signatory contractors, and their subcontractors of whatever tier, engaged in on-site Project construction work within the scope of this Agreement as defined in Article III; the Township is referenced as Owner; the South Jersey Construction & Building Trades Council is referenced as the SJC&BTC, and the work covered by this Agreement (as defined in Article III) is referred to as the "Project".

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

The Agreement shall not become effective unless executed by the South Jersey Construction & Building Trades Council and the Township, and will remain in effect until the completion of the Project.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all signatory Unions and the General Contractor and all signatory Contractors performing on-site Project work, including site preparation and staging areas, as defined in Article 3. The Contractors shall include in any subcontract that they let, for performance during the term of this Agreement, a requirement that their subcontractors, of whatever tier, become signatory and bound by this Agreement with respect to subcontracted work performed within the scope of Article 3 and execute the Letter of Assent attached as Schedule B.

This Agreement shall be administered by the GC on behalf of all Contractors. The Township warrants that it is authorized to execute this Agreement on behalf of all the Unions noted in Exhibit A.

SECTION 4. SUPREMACY CLAUSE

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

SECTION 5. LIABILITY

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

SECTION 6. THE GENERAL CONTRACTOR

The Owner and the GC shall require in its bid specifications for all work within the scope of Article 3 that all successful bidders, and their subcontractors of whatever tier, become bound by, and signatory to, this Agreement. The Township is not a party to and shall not be liable in any manner under this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the Township in determining which Contractors shall be awarded

contracts for Project work. It is further understood that the Township has sole discretion at any time to terminate, delay or suspend the work, in whole or part, on this Project.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

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

SECTION 8. SECURITY MONITORING

The parties agree that all communication by the parties with any media sources regarding the Project must be done only by the Owner.

The parties agree and consent to the Contractors' implementation and use of a security badging system.

Finally, the parties agree and consent to the Contractors' implementation of Security checkpoints at the entrances to and exits from the Project Site, at which Project Security personnel will randomly inspect the containers, apparel, vehicles and other personal belongings of employees who enter and exit the Project Site to deter theft. Employees who refuse to submit to an inspection of their containers, apparel, vehicles and other personal belongings will be prohibited from re-entering the Project Site. The parties agree and consent to implement and cooperate with any other Project Site security requirements imposed by the Owner, which shall be disclosed to the South Jersey Construction & Building Trades Council in advance of the pre-job meeting.

ARTICLE 3 - SCOPE OF THE AGREEMENT

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

SECTION 1: THE WORK

This Agreement shall apply to all on-site public construction work, including site preparation, demolition and hazardous waste remediation, for the Center for the Arts Site Improvements (Re-Bid), Evesham Township Contract No. 03-13-T-291, in the State of New Jersey, and in the County of Burlington, as is further delineated in the scope of final contract documents.

The scope of work is confined to the on-site Project work contained in the scope of the final construction contract of the General Contractor. The scope of Project work may be amended from time to time by the Owner's Representative to include work not performed under the above description.

The parties hereby agree that all Tele-data work and associated electrical work performed on any of the sites during construction shall be done by employees represented by the signatory unions. For the purpose of this Agreement, Tele-data work shall include, but not limited to, the following: All receiving, placement, installation, operation, testing, inspection, maintenance, repair and service of radio, television, video, data, voice, sound, emergency call, microwave and visual production and reproduction apparatus, equipment and appliances used for domestic, commercial, education and entertainment purposes; all installation and erection of equipment, apparatus or appliance, cables and/or wire, emergency power (batteries) and all directly related work which becomes an integral part of the telecommunication and/or telecommunications related systems repair and service maintenance work of telecommunications systems and devices including, but not limited to, Private Branch Exchanges (PBX-PABX), Key equipment-owned, CCTV, CATV, card access, Systems RS 232 ethernet and/or any local area network system associated with computer installation.

SECTION 2. EXCLUDED EMPLOYEES

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

- a. Superintendents, supervisors (excluding superintendents and general supervisors and forepersons specifically covered by a craft's Schedule A), engineers, inspectors and testers (excluding divers specifically covered by a craft's Schedule A), quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, non-manual employees, and all professional, engineering, administrative and management persons;
- b. Employees of Owner or any State agency, authority or entity or employees of any municipality or other public employer;
- c. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery, unless such offsite operations

are covered by the New Jersey Prevailing Wage Act (for example, by being dedicated exclusively to the performance of the public works contract or building project and are adjacent to the site of work), or involved in deliveries to and from the Project site, excepting local deliveries of all major construction materials including fill, ready mix, concrete and cement, asphalt and other items which are covered by this Agreement. Provided, however, local deliveries of ready mix, concrete, cement and asphalt shall not be contracted except to a subcontractor who pays wages and benefits not less than the economic equivalent of the wages and benefits set forth in Exhibit A.

- d. Employees of the GC, excepting those performing manual, on-site construction labor who will be covered by this Agreement;
- e. Employees engaged in on-site equipment warranty.
- f. Employees engaged in geophysical testing (whether land or water) other than boring for core samples;
- g. Employees engaged in laboratory or specialty testing or inspections;
- h. Employees engaged in ancillary Project work performed by third parties such as electric utilities, gas utilities, telephone utility companies, and railroads.

SECTION 3. NON-APPLICATION TO CERTAIN ENTITIES

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

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

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

SECTION 2. UNION REFERRAL

A. The Contractors agree to hire Project, craft employees covered by this Agreement through the job referral systems and hiring halls (where the referrals meet the qualifications set forth in items 1, 2, and 4 subparagraph B) established in the Local Unions' area collective bargaining agreements (attached as Schedule A to this Agreement), subject to the goals of any applicable local ordinances or agreements pertaining to hiring and apprenticeship goals for minorities, women, residents of disadvantaged communities, and local residents... Notwithstanding this, the Contractors shall have sole rights to determine the competency of all referrals; the number of employees required (except with regard to piledriving and cranes); the selection of employees to be laid-off (subject to the applicable procedures in Schedule A for permanent and/or temporary layoffs and except as provided in Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments required in the applicable Schedule A. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by the Contractor (Saturdays, Sundays, and holidays excepted), the Contractor may employ qualified applicants from another competent source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of the Project, craft employees hired within its jurisdiction from any source other than referral by the Union.

B. A Contractor may request by name, and the Local will honor, referral of persons who have applied to the Local for Project work and who meet the following qualifications as determined by a Committee of 3 designated, respectively, by the applicable Local Union, the GC and a mutually selected third party or, in the absence of agreement, the permanent arbitrator (or designee) designated in Article 7:

- (1) possess any license required by NJ law for the Project work to be performed;

- (2) have worked a total of at least 1000 hours in the Construction craft during the prior 3 years;
- (3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award;
- (4) have demonstrated ability to safely perform the basic function of the applicable trade.

Following the employment of the first employee in each craft under Schedule A or the procedure set forth above in paragraph A, no more than 12 (12%) per centum of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above which, consistent with N.J.S.A. 52:38-4, permit contractors and subcontractors working on the public works project to retain a percentage of their current workforce (any fraction shall be rounded to the next highest whole number).

C. A certified MBE/WBE contractor may request from the Workforce Coordinator, through the GC, 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. WORKFORCE DIVERSITY

To the extent applicable, the parties hereby agree that each will implement and abide by the requirements of the Owner with regard to workforce diversity. Furthermore, the General Contractor, Contractors and the Unions will comply with such affirmative action plan, including

but not limited to: (1) the parties will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex or any other protected category used by government regulation; (2) the parties will endeavor to include in any solicitations or advertisements for employees or subcontractors, a notice that all qualified applicants will receive consideration for employment, and contractors and subcontractors for work, without regard to age, race, creed, color, national origin, ancestry, marital status, sex or any other protected category used by government regulation; and (3) the parties agree to utilize the best efforts to ensure that minority business enterprises and women-owned business enterprises shall have the maximum practicable opportunity to provide Construction Work under this Agreement.

The Local Unions agree and support the importance the Owner places on having and maintaining a diverse workforce. The Unions agree to refer any and all Burlington County resident journeymen and apprentices who are registered on the Out-of-Work list of the local union referral systems at the time of a contractor's request. The Local Unions will cooperate with Contractor requests for Burlington County residents, residents of disadvantaged communities, minority, or women referrals to meet the requirements of the Owner.

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

SECTION 5. CROSS AND QUALIFIED REFERRALS

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

SECTION 6. UNION DUES / WORKING ASSESSMENTS

The union security provisions contained in the applicable Schedule A local agreements, shall not apply to the employees covered by this Agreement as for the period of time during which

they are performing on-site 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 who have voluntarily executed dues checkoff authorization cards provided Schedule A local agreement, the dues payment can be received by the Unions as a working assessment fee.

SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

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

ARTICLE 5 - UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

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

SECTION 2. STEWARDS

(a) Each Local Union shall have the right to designate a working journey person as a Steward and an alternate, and shall notify the Contractor and GC of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. There will be no non-working Stewards on the Project.

(b) In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor and, if applicable, subcontractors of that Contractor, but not with the employees of any other Contractor. The Contractor will not discriminate against the Steward in the proper performance of Union duties.

(c) The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime, except pursuant to a Schedule A provision providing procedures for the equitable distribution of overtime.

SECTION 3. LAYOFF OF A STEWARD

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

ARTICLE 6 - MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

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

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitations or restrictions upon the contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tool, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-out or testing of specialized or unusual equipment or facilities as designated by the Contractor. Notwithstanding the foregoing

statement of contractor rights, prefabrication issues relating to work traditionally performed at the job site shall be governed pursuant to the terms of the applicable Schedule A. There shall be no restrictions as to work, which is performed off-site for the Project, except for 1) offsite operations work covered under the New Jersey Prevailing Wage Act or 2) 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”. Where available locally offsite operations work covered under the New Jersey Prevailing Wage Act shall be performed within the territorial jurisdiction of the local unions signatory to this Agreement.

General Contractor agrees that when subcontracting for prefabrication of H.V.A.C. duct and other related sheet metal, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication as established under agreements between local affiliates of Sheet Metal Workers’ International Association and local sheet metal fabricators.

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCKOUT

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

SECTION 2. DISCHARGE FOR VIOLATION

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

SECTION 3. NOTIFICATION

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

SECTION 4. EXPEDITED ARBITRATION

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

- a. A party invoking this procedure shall notify J.J. Pierson Jr, Esq., at 51 JFK Parkway, First Floor West, Short Hills , New Jersey 07078, telephone number (973) 359-8100, fax number (973) 359-8161, or e-mail jjpierson@jjpierson.com, who shall serve as Arbitrator under this expedited arbitration procedure. In the event that J.J. Pierson is unable to serve, a party invoking this procedure shall notify Louis Verrone, who shall serve as arbitrator under this expedited procedure. Copies of such notification will be simultaneously sent to the alleged violator and, if a Local Union is alleged to be in violation, it's International, the Owner, the GC, and the Township.
- b. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the GC, the Local Union involved, and the Township, hold a hearing within 48 hours of receipt of the notice invoking the procedure it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice to the district or area council required by Section 3 above. Hearings shall be held at the jobsite or at the office of the New Jersey State Board of Mediation, or as directed by the Arbitrator.

- 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. MEETINGS

The Local Administrative Committee (LAC) will meet on a regular basis to 1) Implement and oversee the Agreement procedures and initiatives; 2) monitor the effectiveness of the Agreement; and 3) identify opportunities to improve efficiency and work execution.

Each Contractor, upon Award of a Contract by the Owner's Representative to perform work at the Project and prior to commencing work, shall:

- A. Notify the Township at (609) 704-8351 of the Contract Award.
- B. Through the Township, coordinate a pre-job conference meeting with the signatory Unions and the Owner's Representative. The purpose of the meeting will be to discuss in detail the scope of the work to be performed and conduct a jurisdictional "mark-up" meeting.

Labor/Management meetings among the Owner's Representative, the appropriate Contractors and sub-Contractors, the Township, and signatory Unions will be held on a quarterly basis, or more or less frequently upon the agreement of the parties. All appropriate Contractors, sub-Contractors, and Unions will be expected to be in attendance. The purpose of the meetings shall be to keep all parties fully apprised of the Project's progress, schedule, manpower requirements, safety and labor relations issues, and to generally promote labor-management harmony and cooperation.

SECTION 2. COMPOSITION

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

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

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

Step 1:

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

(b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this

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

Step 2:

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

Step 3:

(a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 14 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants) to the next available arbitrator of the panel of arbitrators consisting of J.J. Pierson Jr., Esq., Louis Verrone and Wellington Davis, who shall serve as arbitrator under this expedited 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. Hearings shall be held at the jobsite or at the Newark office of the New Jersey State Board of Mediation, as directed by the Arbitrator.

The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitration's shall be borne equally by the involved Contractor and Local Union.

(b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the GC, involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. LIMITATION AS TO RETROACTIVITY

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

SECTION 3. PARTICIPATION BY GENERAL CONTRACTOR

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

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1. NO DISRUPTIONS

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

SECTION 2. ASSIGNMENT

A. There shall be a mandatory pre-job markup / assignment meeting prior to the commencement of any work. Attending such meeting shall be designated representatives of the Union signatories to this Agreement, the GC, 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 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 alteration unless otherwise directed by an arbitrator or there is agreement between the National or International Unions involved. Claims of a change of original assignment shall be processed in accordance with Article I 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 J.J. Pierson, Arbitrator Paul Greenberg or Arbitrator Richard K. Hanft 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 submissions. 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, then 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, such 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 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 that 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 to that trade, provided that the responsible contractor, or his authorized representative, promptly, and, in any event, within eight working hours following the start of 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 Township, 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 the Plan.

B. Within 5 calendar days of receipt of the dispute letter, there shall be a meeting of the General Contractor, the Contractor involved, the Local Unions involved and designees of the

Township 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 J.J. Pierson, Arbitrator Paul Greenberg or Arbitrator Richard K. Hanft to hear all unresolved jurisdictional disputes arising under this Agreement. All other rules and procedures of the Plan shall be followed. If none of the three Arbitrators is 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 Building and Construction Trades Department and does not wish to process a case through the Plan as described in paragraphs A-C above, the parties to the dispute shall mutually select one of the following Arbitrators: Arbitrator J. J. Pierson, Arbitrator Paul Greenberg or Arbitrator Richard K. Hanft 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 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 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 where there is a previous decision of record governing the case, the Arbitrator shall give equal weight to such decision of record, unless the prevailing practice in the locality in the past ten 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 established trade practice in the

industry rather than the prevailing practice in the locality.

3. Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the wellbeing of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

The Arbitrator shall set forth the basis for 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 the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only 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 5 days of the hearing based upon the evidence submitted at the hearing, with a written decision to follow within 30 days of the close of hearing.

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 Constructor 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 of 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 affiliated 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 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 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 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 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 Schedules A, as amended during this Agreement. Recognizing, however, that special conditions may exist or occur on the Project, the parties, by mutual agreement may establish rates and/or hours for one or more classifications, which may differ from Schedules A. Parties to such agreements shall be the General Contractor, the Contractor involved, the involved Local Unions and the BTC.

SECTION 2. EMPLOYEE BENEFIT FUNDS

A. The Contractors agree to pay contributions on behalf of all employees covered by this Agreement to the established employee benefit funds in the amounts designated in the appropriate Schedule A. Bona fide jointly trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added. However, if a defined benefit pension fund covered by the terms and conditions of this Agreement has not adopted the building and construction industry exemption authorized by subsection (b) of Section 4203 of the Employee Retirement Income Security Act of 1974, the Contractor shall not be obligated to hire employees covered by that fund.

Any Contractor who is already participating in and contributing to the Teamsters Local Pension Plan, separately from this Project Labor Agreement, shall pay contributions as provided for in Article 11, Section 2, paragraph 1, of this Project Labor Agreement.

B. The Contractor agrees to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to work done on this Project and only for those employees to whom this Agreement requires such benefit Payments.

C. Should any contractor or sub-contractor become delinquent in the payment of contributions to the fringe benefit funds, then the subcontractor at the next higher tier, or upon notice of the delinquency claim from the Union or the Funds, agrees to withhold from the subcontractor such disputed amount from the next advance, or installment payment for work performed and the amount claimed and owed will be paid within thirty (30) days after receipt of

the notification by the General Contractor, if not paid prior to said date by the delinquent contractor/subcontractor.

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

SECTION 1. WORK WEEK AND WORK DAY

A. The standard work week shall consist of 40 hours of work at straight time rates per one of the following schedules:

1) Five-Day Work Week: Monday-Friday, 5 days, 8 hours plus 1/2 hour unpaid lunch period each day.

2) Four-Day Work Week: Monday-Thursday; 4 days, 10 hours plus 1/2 hour unpaid lunch period each day.

B. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 5:30 p.m. Starting and quitting times shall occur at the employees' place of work as may be designated by the Contractor in accordance with area practice. The Contractor is not required to schedule a Day shift.

C. Second/Shift - The second shift (starting between 2 p.m. and 8 p.m.) shall consist of 8 hours work for an equal number of hours pay at the straight time rate plus 15% in lieu of overtime and exclusive of a 1/2 hour unpaid lunch period.

D. Scheduling - The Contractor, with the approval of the Owner or Owner's authorized Representative, shall have the option of scheduling either a five-day work week, or four-day work week, when mutually agreed upon, on a craft-by-craft basis. The Contractor, with the approval of the Owner/Owner's Representative, also has the option to set the workday hours consistent with Project requirements, the Project schedule, and minimization of interference with Owner's operations and traffic flow. When conditions beyond the control of the Contractor, as contemplated in and limited by the Owner's contract documents, occur, the Contractor may, with the approval of the Owner/Owner's Representative, and with mutual agreement of the Local Union on a craft-by-craft basis, which agreement shall not be unreasonably withheld, schedule Friday (where on Four Tens) or Saturday (where on Five Eights) during the calendar week in which a workday was lost, at straight time pay; provided the employees involved work a total of 40 hours or less during that work week, and also in accordance with each crafts' Exhibit "A".

E. Notice - Contractors shall provide not less than 5 days prior notice to the Local Union involved as to the work week and work hours schedules to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2. OVERTIME

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

SECTION 3. SHIFTS

A. Flexible Schedules - Scheduling of shift work shall remain flexible in order to meet Project schedules and existing Project conditions including the minimization of interference with traffic. 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 workdays, must have prior approval of the Owner and GC and must be scheduled with not less than five work days' notice to the Local Union.

B. 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.

C. It is agreed that when project circumstances require a deviation from the above shifts, the involved unions, contractors and the General Contractor shall adjust the starting times of the above shifts or establish shifts which meet the project requirements. It is agreed that neither party will unreasonably withhold their agreement.

SECTION 4. HOLIDAYS

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

New Years Day	Labor Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

* Presidential Election Day shall be observed as a holiday in a general election year. Work shall be scheduled on Columbus Day and Good Friday pursuant to the craft's Schedule A. The Friday after Thanksgiving shall be observed as a holiday for the Elevator Constructors only.

All said holidays shall be observed on the dates designated by New Jersey State Law. In the absence of such designations, they shall be observed on the calendar date except those holidays which occur on Sunday shall be observed on the following Monday. Holidays falling on Saturday are to be observed on the preceding Friday. No work shall be done on Labor Day except that of an emergency nature.

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.

SECTION 5. REPORTING PAY

A. Employees who report to the work location pursuant to regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive minimum reporting pay in accordance with the applicable Schedule A.

B. When an employee, who has completed their scheduled shift and left the Project site, is "called back" to perform special work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked with a minimum guarantee, as may be required by the applicable Schedule A.

C. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked.

D. Except as specifically set forth in this Article or except where specifically provided in an applicable Schedule A, 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 or except where specifically provided in an applicable Schedule A.

SECTION 6. PAYMENT OF WAGES

A. Payday - Payment shall be made by check, drawn on a New Jersey bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by 10 a.m. on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than 3 days wages shall

be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages.

B. Termination-Employees who are laid-off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractors shall also provide the employee with a written statement setting forth the date of lay off or discharge.

SECTION 7. EMERGENCY WORK SUSPENSION

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

SECTION 8. INJURY/DISABILITY

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall 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 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

SECTION 11. BREAK PERIODS

There will be 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 the ratio provided in the applicable Schedule A providing prevailing wage and fringe benefits as defined in N.J.S.A. 34:11-56.26(9) for the classification in Burlington County, New Jersey. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate collective bargaining agreement listed in Schedule A.

SECTION 2. DEPARTMENT OF LABOR

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

SECTION 3. HELMETS TO HARDHATS

The Employers 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 Employers and Unions agree to utilize the services of the Center for Military recruitment, Assessment and Veterans Employment (hereinafter "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.

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

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

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

SECTION 2. CONTRACTOR RULES

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

SECTION 3. INSPECTIONS

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

ARTICLE 15 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age in any manner prohibited by law or regulation. It is recognized that special procedures maybe established by Contractors and Local Unions and the New Jersey State Department of Labor and Workforce Development 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 GC and the Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project, provided they do not violate the terms of this agreement. These rules will be explained at the pre-job conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

SECTION 2. TOOLS OF THE TRADES

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

SECTION 3. SUPERVISION

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

SECTION 4. TRAVEL ALLOWANCES

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

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 General Contractor and the Unions will cooperate in seeking any NJ State Department of Labor approvals that may be required for implementation of any terms of this Agreement.

ARTICLE 17 - SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

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

SECTION 2. THE BID SPECIFICATIONS

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

SECTION 3. NON-LIABILITY

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

SECTION 4. NON-WAIVER

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

ARTICLE 18 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

A. Schedules A to this Agreement shall continue to full force and effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements which are the basis for Schedules A notify the General Contractor in writing of the mutually agreed upon changes in provisions of such agreements which are applicable to the Project, and their effective dates.

B. It is agreed that any provisions negotiated into Schedules A collective bargaining agreements will not apply to work on this Project if such provisions are less favorable to this Project than those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provisions be recognized or applied on this Project if it may be construed to apply exclusively, or predominantly, to work covered by this Project Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation into Schedules "A" of provisions agreed upon in the renegotiations of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

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

TOWNSHIP OF EVESHAM

Name _____, _____

South Jersey Construction & Building Trades Council

Name _____, Title _____

SCHEDULE A

A COPY OF EACH UNION'S CURRENT COLLECTIVE BARGAINING AGREEMENT IS INCLUDED AS PART OF SCHEDULE A BY REFERENCE, UPON EXECUTION BY THE SIGNATORY LOCAL.

PROJECT LABOR AGREEMENT

COVERING

Center for the Arts Site Improvements (Re-Bid)

Township Contract No. 03-13-T-291

LETTER OF ASSENT

Re: Project Labor Agreement
South Jersey Construction & Building Trades Council and
Township (the "Agreement")

The undersigned, as a General Contractor, Contractor(s) or Subcontractor(s) on a Contract which is part of large project construction for the Center for the Arts Site Improvements (Re-Bid), Evesham Township Contract No. 03-13-T-291, 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 the terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.
- (2) Certifies that it has no commitments or agreements that would preclude its full compliance with the terms and conditions of said Projects 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: _____

By: _____

Contract Number 03-13-T-291

Title: _____

General Contractor _____

cc:

**Evesham Township 2026
RECYCLING TONNAGE REPORT**

Section 1

Type or print the following information:

Name of business/institution: _____ Contact: _____
 Address: _____ Title: _____
 _____ Phone/Fax: _____
 _____ E-Mail: _____
 Type of business/institution: _____

The submission of this report is required by law. DEADLINE: March 1, 2027

Section 2

Important – See the reverse side of this form for information on completing it.

ID#	Material	Tons	Company Hauling Material and End Market Info
01	Corrugated cardboard		
02	Mixed office paper		
02	Shredded Paper & Documents		
03	Newspaper		
04	Other paper/magazines/junk mail		
05	Glass bottles & jars		
06	Aluminum cans		
07	Steel cans/oil filters		
08	Plastic containers		
09	Heavy Iron		
10	Non-ferrous/other aluminum scrap		
11	Metal appliances & light iron		
12	Anti-freeze		
13	Batteries, lead-acid		
14	Scrap autos		
15	Tires		
16	Used motor oil		
17	Brush/tree parts		
18	Grass clippings		
19	Leaves		
20	Stumps		
21	Consumer electronics		
22	Concrete/asphalt/masonry/paving materials		
23	Food waste & cooking grease		
24	Misc recyclables* (list below)		
25	Other glass		
26	Other plastic		
27	Petroleum contaminated soil		
28	Process residue		
29	Textiles		
30	Wood scraps		
	Mixed materials. List by ID # any materials that are mixed together or comingled for recycling. Use separate sheet if needed.		

*Miscellaneous recyclable materials examples: fluorescent bulbs, ceramic, toner cartridges, waxed cardboard,

Important Note

Each year, as required by **Municipal Recycling Ordinance #118** and the New Jersey Department of Environmental Protection (NJDEP) Recycling Regulations, NJAC 7:26A-10.3 (2009), all businesses and institutions, including multifamily housing owners or their agents, must report the weight in tons of materials collected for recycling from their premises. **Evesham Township** required by law to file an annual report that documents that tonnage with the NJDEP. To file this report, information is needed from all of the commercial and institutional establishments in town. This report also verifies that you are recycling and maintaining records of your recycling efforts as required by municipal ordinance #118.

Instructions for Completion of 2026 Recycling Tonnage Report

Section 1

Please type or print the name of your business or institution, its address and all contact information. Let us know what type of business or institution you are; for example, school, office, factory, restaurant, etc. **ONLY report tonnage for materials recycled from January 1, 2026, through December 31, 2026.**

Section 2

The list of materials, ID # 1 to # 30, includes mandated recyclables, as well as commonly recycled materials. Print the weight in tons of that material and the name of your recycling hauler or end market.

- If you do not know the weight in tons, you may list pounds, cubic yards, gallons, square yards for rugs, number of units for lead-acid batteries, tires, electronics, fluorescent lights. Be sure to print the unit of weight/measurement next to each item; for example, 7.5 tons, 25 gallons, 2 units.

To complete the "Company providing recycling services" column:

- List name of hauler / end market. If that company reports the tonnage numbers on your company's behalf, please indicate that. We will cross-check your report with the information that the recycling company provides.
- **If your landlord or a property management company is responsible for recycling #1 - #8, list the appropriate name and phone number. We will contact them for the tonnage numbers. Please check the other materials for other items you may recycle. If you "shred" documents, this would be listed in #2, Mixed Office Paper; I inserted a separate line this year. Restaurants may need to report "oil recycling" if they have a fryer.**
- Use a separate sheet of paper for multiple vendors.

Definitions of Material

PAPER

01 - **Corrugated** - Containers and similar paper items usually used to transport supplies, equipment parts or other merchandise.

02 - **Mixed Office and Computer Paper** - Any and all types of "office-type" paper including, but not limited to: computer paper, hi-grade white paper, typing paper, copier paper, onion-skin, tissue paper, notepad, envelopes, manila folders and colored paper, or any mix thereof. Includes shredded paper, if using a company for document shredding, they should be able to give you the tonnage of paper they have shredded for you annually.

03 - **Newspaper** - All paper marketed as newsprint or newspaper and containing at least 70% newsprint or newspaper (American Forest and Paper Association grades #6, #7 and #8 news).

04 - **Other Paper/Magazines/Junk Mail** - All paper, which is not defined, as corrugated, mixed office paper, computer paper or newspaper. Examples are as follows: magazine stock, telephone directories, wrapping paper, chip board, books and grocery bags. [papers coated with plastic, film or foil and paper contaminated with food should not be included]

CONTAINERS

05 - **Glass Containers** - All glass containers used for packaging food or beverages.

06 - **Aluminum Cans** - Food and beverage containers made entirely of aluminum.

07 - **Steel Cans** - Rigid containers made exclusively or primarily of steel or tin-plated steel and steel and aluminum cans used to store food, beverages, paint and a variety of other household and consumer products including motor oil filters.

08 - **Plastic Containers** - Containers such as polyethylene terephthalate (PETE - #1) soda bottles, high density poly ethylene (HDPE - #2) milk, water or detergent bottles, vinyl (V - #3), low density polyethylene (LDPE - #4) containers, or polyvinyl chloride (PVC - #5) bottles and rigid and foam polystyrene (PS - #6).

METAL

09 - **Heavy Iron** - All ferrous scrap, structural steel or cast iron components.

10 - **Non-ferrous and Other Aluminum Scrap** - All non-container aluminum, copper, zinc, brass and other metals, which generally do not rust.

11 - **White Goods and Light Iron** - All appliances such as washers, dryers, refrigerators, etc. as well as products made from sheet iron, such as shelving, file cabinets, metal desks, recycled or reconditioned steel drums and other non-structural ferrous scrap.

AUTO

12 - **Anti-freeze** - All automotive engine coolant consisting of a mixture of ethylene glycol and water or propylene glycol and water.

13 - **Batteries, Lead-Acid** - Batteries from automobiles, trucks, other vehicles and machinery and equipment. THIS DOES NOT INCLUDE CONSUMER BATTERIES. (See#21).

14 - **Scrap Autos** - Crushed or shredded automobile or truck bodies excluding auto shredder residue or "fluff".

15 - **Tires** - Rubber-based scrap automotive, truck or specialty (e.g. forklift) tires. NOTE: This material must be recycled at a registered, exempted or pending "Class B" recycling facility (see Appendix B for a list of registered facilities).

16 - **Used Motor Oil** - Petroleum -based or synthetic oil which, through use, storage or handling, has become unsuitable for its original purpose due to the presence of impurities or loss of original properties. Used motor oil filters shall be reported as item 7, steel containers.

YARD MATERIAL / VEGITATIVE WASTE

17 - **Brush/Tree Parts** - Branches and woodchips generated from residential and institutional sources (e.g. storm damage and pruning activities).

18 - **Grass Clippings** - Grass clippings derived from the mowing of lawns or other grassy areas.

19 - **Leaves** - Leaves and other yard debris excluding grass and brush, from residential, institutional, commercial or industrial sources.

20 - **Stumps** - Unfinished wood from commercial land clearing activities. NOTE: This material must be recycled at a registered, exempted or pending "Class B" recycling facility (see Appendix B for a list of registered facilities).

OTHER

21 - **Consumer Electronics** - A broad field of electronics that includes devices such as TVs, DVDs, VCRs, radios, hi-fi stereo, home theater, handheld and software-based games as well as Internet appliances.

22 - **Concrete/Asphalt and Masonry / Paving Materials including MILLINGS** - Asphalt or asphalt-based roofing shingles, concrete, brick, cinder block, ceramic materials stones, other masonry materials and paving materials. NOTE: This material must be recycled at a registered, exempted or pending "Class B" recycling facility (see Appendix B for a list of registered facilities).

23 - **Food Wastes & Cooking Grease** - Cooking oil, fryer grease, food plate wastes and food processing wastes. Food processing wastes include food processing waste, food processing residuals and animal processing wastes. If the material is transported and processed as animal feed, it should be identified as such. Materials generated in trimming and reject sorting operations from the processing of fruits and vegetables in canneries and similar industries, e.g. tomato skins, pepper cores, bean snips cranberry hulls, etc., should be classified as (28) process residue. (Note: This definition is used for Tonnage Grant purposes only, and does not reflect the definition as per the to-be-proposed solid waste and recycling regulations.)

24 - **Miscellaneous Recyclable Materials, Fluorescent Lights & Household Batteries** - Includes any other non-hazardous materials which would otherwise be classified as solid waste and is not otherwise defined in this section and documented as being recycled. Examples include household batteries, paint, fluorescent lights, toner cartridges, furniture, wallboard, padding and insulation. **Construction and Demolition debris must be separated into its various materials.** Any material labeled as C&D will be disallowed.

25 - **Other Glass** - All non-container glass such as plate glass, drinking glasses and automotive glass.

26 - **Other Plastic** - Low-density polyethylene (LDPE) film or bags, other film, plastic closures, durable goods and plastic pallets (provided they are recycled and not simply reused). Includes plastic from Verizon, PSEG, and most supermarkets.

27 - **Petroleum Contaminated Soil** - Non-hazardous soils containing petroleum hydrocarbons resulting from spills, leaks or leaking underground storage tanks used for gasoline or any other commercial fuel and which are recycled in accordance with the requirements of N.J.A.C. 7:26A-1.1 et seq. NOTE: This material can be recycled at "Class B" facilities (for example, authorized asphalt manufacturers).

28 - **Process Residue** - Includes ash recovered from any form of incinerator power plant and any other process residue (i.e. manufacturing scrap) which is non-hazardous and meets the definition of an ID-27 industrial waste. NOTE: Sludge is not included in this or any other definition.

29 - **Textiles** - Cloth materials such as wool, cotton, linen, nylon or polyester derived from carpet, clothing, linens or cloth diapers.

30 - **Wood Scraps** - Unfinished lumber. Included in this definition are wooden pallets. Utility Poles are not recyclable.

EXTRA DUTY POLICE SERVICES AGREEMENT (PRIVATE TRAFFIC CONTROL)

This agreement represents the terms by which the Township of Evesham will provide "extra duty" police services to an entity requesting such services.

This agreement is made this day of , between the Township of Evesham, hereinafter referred to as the Township and , hereinafter referred to as the contractor.

The contractor requests police services not normally provided by the Township, and which the Township is not obligated to provide. The services requested are consistent with duties normally associated with police work and are in conformance with the written directives and rules and regulations of the Evesham Police Department, the Code of the Township of Evesham, and all laws of the State of New Jersey and the United States of America.

Any individual or entity requesting extra duty police services for traffic control will be required to file a traffic plan with the Evesham Police Department prior to the commencement of work. Individuals/entities requesting traffic control in connection with roadway construction/maintenance will also be required to comply with the applicable section of the Code of the Township of Evesham regulating "Traffic Controls for Street and Highway Construction and Maintenance Operations."

The Township of Evesham has contracted Extra Duty Solutions to administer the agency extra duty program, which includes client interaction, communicating, scheduling and invoicing of extra duty police services.

The Chief of Police maintains the exclusive right to terminate an extra duty assignment, job or contract if, in his opinion, it presents a conflict of interest, reflects unfavorably on the police department or the individual officer, or in any way conflicts with the rules and regulations, written directives of the police department or any other rules, laws or ordinances, or if the duties include any other than those normally associated with police work or if the duties requested pose a danger to any person including the officer.

In the event that an officer working an extra duty assignment feels that a requested task or assignment is inappropriate with respect to departmental guidelines, he will so inform the contractor and refrain from performing such duties. If there is a disagreement between the contractor and the officer, the duty police supervisor shall be summoned to make a determination. If the watch commander cannot resolve the matter, he shall order the suspension of the extra duty assignment until the chief of police can make a determination.

Police officers working extra duty assignments will carry equipment as normally required and consistent with the duties of the assignment. A marked police vehicle will be supplied as required.

All police officers of the Evesham Police Department are subject to recall and/or re-assignment by the department. In the event of an emergency, an officer working extra duty may be recalled to regular duty. The extra duty assignment in those situations may be left unmanned. The Township, the Police Department and the extra duty officer(s) shall not be responsible or liable for any harm that results from an officer being recalled to regular duty.

The Township, the Police Department or employees of the Township are not responsible for any injuries or damages that occur as a result of any extra duty employment or assignment.

All police officers engaged in extra duty employment are considered on duty and under the supervision of the chief of police, and as such, the officers are accountable to the police department. All police officers are bound by all rules and regulations, and written directives of the police department.

Officers will be assigned on a voluntary basis, conditioned on availability. The hourly rates and Township of Evesham administrative fees for extra duty police services are set forth in Chapter 72 of the Township Code.

The officer(s) will be paid a \$32.50 per officer, per job worked, prep fee to compensate them for picking up, preparing, transporting and refueling the police vehicle, as well as to pick-up police equipment required for their assignment. If a full shift is split by two officers, both officers will be paid the \$32.50 prep fee.

Officers often cancel personal plans or use vacation time to work extra duty details. Therefore, officers who work any part of a shift will be paid a minimum of one half a shift.

Cancellation of scheduled extra duty police services must be made at least (24) twenty-four hours prior to the scheduled start of the service, except that cancellation for reasons of inclement weather must be made at least four (4) hours prior to the start of the scheduled service. Contact Extra Duty Solutions as 856-861-3408 or email EveshamNJ@ExtraDutySolutions.com. Failure to provide such notice will result in the required half shift payment to the scheduled officers. This payment is required to compensate officers who take vacation time and cancel personal plans to work extra duty assignments.

Extra Duty Solutions will handle all payments for the services provided. The cost of such services shall include the hourly wage paid to the officers, plus administrative fees due to the township and Extra Duty Solutions. The contractor agrees to pay for the services within thirty (30) days if invoiced.

Extra Duty Services Requested

- ☒ **Traffic Control** - \$78.00 per hour per officer (includes Evesham Township administrative fee)
+\$32.50 officer prep fee, per officer, for each job worked, Officer Prep Fee
+8% administrative fee to Extra Duty Solutions

For Contractor: _____ Date: _____

Print and Sign, name and title of authorized representative

For Township of Evesham: _____ Date: _____

Sign name and title of authorized representative

Township of Evesham

CONTRACTOR RESPONSIBILITY CERTIFICATION

I, _____, as the legally authorized owner/officer/principal of _____ ("Firm"), acknowledge that the Township of Evesham requires all contractors or subcontractors that bid on appropriate public works construction contracts subject to Resolution 92-2020 must provide the Township with a Contractor Responsibility Certification at the time of bid submission.

I certify that the Firm submitted its bid to serve as Contractor / Subcontractor on the _____ (Contract/Project Name) construction project, _____ (Contract/Project No.) being undertaken by the Township of Evesham and enclose this Certification with said bid in compliance of Resolution 92-2020.

I further certify that the following facts concerning the Firm's past performance, work history, current qualifications and performance capabilities are true and accurate:

1. The Firm has all valid, effective licenses, registrations or certificates required by federal, state, county or local law, including, but not limited to, licenses, registrations or certificates required to: a) do business in the state; and b) perform the contract work it seeks to perform. These shall include, but not be limited to licenses, registrations or certificates for any type of trade work or specialty work, which the firm proposes to self-perform.
2. The Firm has not been debarred by any federal, state or local government agency or authority in the past three (3) years.
3. The Firm has not defaulted on any project in the past three (3) years.
4. The Firm has not had any type of business, contracting or trade license, registration or other certification suspended or revoked in the past three (3) years.
5. The Firm has not been cited for a willful violation of federal or state safety laws in the past three (3) years.
6. Neither the Firm, nor its owners or other principals, have been convicted of any crime related to the contracting business by a final decision of a court or government agency in the past three (3) years.
7. The Firm participates in an Apprenticeship Program, for each separate trade or classification in which it employs craft employees, that is currently registered with the United States Department of Labor or a state apprenticeship agency approved by the United States Department of Labor for each craft or trade in which it apprentices. The Firm has provided proof of meeting this qualification standard by attaching to this Certification a true and correct copy of (i) its completed Public Works Contractor

Registration ("PWCR") Application Supplement (Supplement to LSSE-2 (5/1/19)) submitted to the New Jersey Department of Labor and Workforce Development ("NJLWD") on _____ (date) or equivalent documentation establishing its participation in a registered apprenticeship program approved by the United States Department of Labor (USDOL), and (ii) its PWCR Certificate of Registration from the NJLWD issued on _____ (date) and expiring on _____ (date). The Firm agrees that it will continue to participate in applicable apprenticeship programs for the full duration of the contract work. To demonstrate compliance with this section, the Firm shall provide, with this certification, a list of all trades or classifications of craft employees it will employ on the project and documentation verifying it participates in an Apprenticeship Program for each trade or classification listed.

8. The Firm provides a wage and benefit configuration to all craft employees that it employs on the project which is no less than required under the New Jersey Prevailing Wage Act and/or Davis Bacon Act.
9. The Firm employs only craft labor for the project who have completed at least the OSHA 10-hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

I acknowledge and understand that the failure to submit this Certification executed by a principal, owner or legally authorized officer of the Firm at the time of the bid, or knowingly providing inaccurate, false or misleading information as part of this Contractor Responsibility Certification shall render the Firm's bid as non-responsive and will be rejected.

Signature

Firm

Print Name

Contract or Project Name

Title

Date

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INFORMATION FOR BIDDERS

1.0 BID PREPARATION

1.01 EXAMINATION AND RESPONSIBILITY

Bidders are directed to examine for themselves the drawings, specifications, estimated quantities and the location of the proposed work. They shall exercise their own judgment as to the scope and nature of the work; the difficulties to be encountered and the quantities that may actually be encountered in the work. Each bidder is fully responsible for having reviewed and understood these specifications previous to submitting his bid, that his bid covers and complies with all requirements of the Contract Documents, and shall not at any time thereafter assert any claim related to any misunderstanding of the nature or amount of work to be done.

1.02 CONDITION OF WORK

Each bidder must inform himself fully of the conditions relative to the construction under which the work is now being or will be performed. Failure to do so will not relieve a successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the construction as set forth in his bid. The Contractor in the carrying out of his work must employ such methods or means that will not cause any interruptions or interference with the work of any other contractor (if applicable).

1.03 OBLIGATIONS OF BIDDERS

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the drawings and contract documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instrument or documents, shall in no way relieve any bidder from any obligations contained therein.

1.04 ADDENDA, BID SPECIFICATION CHALLENGES AND INTERPRETATIONS

The Table of Contents indicates the number of pages of each section of the document. If any bidder finds that a page was miss-copied or is missing, please contact the Engineer. The page(s) will be faxed to the bidder. Issuance of any such pages will not be considered an Addendum to the contract or specifications.

No interpretations of the meaning of the drawings, specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be made in writing, addressed to the Engineer, and to be given consideration, must be received at least ten (10) days prior to the final date fixed for receiving bids. Any and all such interpretations and/or supplemental instructions will be in the form of written addenda to the specifications, which if issued, will be issued in accordance with applicable State Laws.

Any bidder who wishes to challenge a bid specification shall file such challenges in writing with the Engineer no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract.

Failure of any bidder to receive any such addendum or interpretations shall not relieve any bidder from any such obligations therein under his bid submitted. All addenda so issued shall become part of the contract documents, and shall be attached to the bid form when submitted

1.05 QUALIFICATIONS OF BIDDERS

The owner may make such investigation as is necessary to determine the responsibility of the bidder and/or the ability of the bidder to perform the work. The bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that said bidder is responsible or properly qualified to carry out the obligations of the contract and to complete the work therein contemplated.

Conditional bids will not be accepted. Bids which are incomplete or obscure may be rejected at Owner's option.

1.06 DISCLOSURE STATEMENT N.J.S.A. 52:25-24.2

No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stock holder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

1.07 MANUFACTURED ARTICLES

In the specifications and on accompanying drawings, there are specified and shown certain pieces of equipment and materials, deemed most suitable for the service anticipated. This is not done, however, to eliminate other equipment and materials equally as good and efficient. When a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for the rejection of the claim of equivalence. The bidder shall prepare his bid on the basis of the particular equipment and materials specified or shown, and shall be responsible for the coordination, arrangement and location of all equipment and material incorporated in the work.

1.08 BID SECURITY AND CONSENT OF SURETY

Each bid shall be accompanied by a Certified Check, Cashier's Check or Bid Bond duly executed by the bidder as principal, and having as surety thereon a Surety Company approved by the Owner, in an amount not less than ten percent (10%) of the amount bid but in no case in excess of \$20,000.00. Any such Bid Bond shall be without endorsement or conditions. Bid shall also be accompanied with a certificate letter from a surety company stating that it will provide the bidder with the requisite completion performance and payment bonds, i.e. a Consent of Surety.

Such bid guarantee will be returned to all bidders, except to the three apparent lowest responsible bidders, within ten days after the formal opening of bids, Sundays and holidays, excepted.

The bid guarantee will be returned to the remaining unsuccessful bidders within three days, Sundays and holidays excepted, after the Owner and the accepted bidder have executed the contract and the Owner has approved the Bidder's Performance Bond, or if no contract has been accepted within 60 days after the date of opening of bids, any bidder upon demand made after the expiration of said 60 day period, shall be entitled to the return of his bid guarantee, so long as he has not been notified by the Owner of the acceptance of his bid.

Any such bid guarantee shall be forfeited and become the property of the Owner if the bidder whose bid is accepted shall fail: to give a satisfactory performance bond and labor and material payment bond, or a combination performance and labor and material payment bond, and/or fails to execute a contract within ten (10) days after notice from the Owner to do so.

1.09 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Pursuant to N.J.S.A. 52:32-44, Contracting Agency is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

2.0 SUBMISSION OF BIDS

2.01 GENERAL

Bidder must submit their bid on the respective "Bid Form and Package" included hereto.

No bid will be accepted or opened if received after the designated time for receipt.

For each bid made, all blank spaces in the Bid Form must be filled in, in ink, with the unit prices of the item and its extension. All bid forms submitted will be checked for arithmetic accuracy. In the event of a discrepancy between the unit price bid for any Pay Item and the extension shown for that item under the column of the Proposal Form designated "Amount," the unit price is to govern. Where a unit price is bid for a Pay Item, but no extension is provided, the Owner will provide the extension based on the unit price bid and the estimated quantity for that Pay Item. Where an extension is provided by the Bidder in the "Amount" column, but no unit price appears in the "Unit Price" column of the Proposal Form, the Owner will provide the unit price by dividing the "Amount" figure provided by the Bidder by the estimated quantity.

Award will be made on the basis of Total Contract Price. The Total Contract Price means the correctly determined summation of lump sum bids and products of all quantities for Pay Items shown in the Proposal form multiplied by the unit prices bid.

If there are minimum unit prices included in the bid form, those prices shall be the minimum acceptable unit price for the work. If bidder fails to exceed the minimum unit price in his bid, the unit price will be set to the minimum price stated on the bid form, with the appropriate increase to the extension of the unit price and total bid price.

Where no figure is provided by the Bidder in both the "Unit Price" and "Amount" columns for one or more Pay Items, or where no figure is provided in the "Amount" column for one or more lump sum Pay Items the Owner will consider the amount bid to be zero (\$0.00) for that item.

Any bid may be submitted or withdrawn prior to the scheduled time for the opening of bids, or authorized postponement thereof. Any bid received after the time and date specified in the Notice to Bidders will not be considered. No bid may be withdrawn within 60 days after the actual date of opening thereof, unless otherwise provided for by law.

2.02 PRICE TO INCLUDE

The bid submitted must cover the entire cost of the contemplated construction and installation as illustrated on the drawings and in the manner and detail described in the specifications. The price bid for each item shall cover the entire cost of its installation, construction, and completion, including all materials, workmanship, and appurtenances necessary for its completion or as implied by illustration on the drawings, by description in the specifications, or to be reasonably inferred therefrom.

2.03 REJECTION OF BIDS

The owner reserves the right to reject all bids, to reject any bid or bids not complying with the specifications, and to waive any informality in any bid or bids if such waiver be deemed by the Owner to be in the best interests of the Owner in accordance with the requirements contained in N.J.S.A. 40A:11-1 et seq. Each bidder is instructed to be present in person or by representative at the time and place fixed for the opening of bids and at every subsequent meeting of the Owner at which the bidder is advised, or it has been publicly announced at the time of bids, that said bids shall receive further consideration or shall be acted upon, if said bidder desires an opportunity to be heard.

2.04 AWARD OF BID

The award of the contract will be made, subject to necessary monies to do the work being provided by the Owner in accordance with the requirements contained in N.J.A.C. 5:30, Local Finance Board either by Resolution, Ordinance, or in other lawful manner. The contract to be executed by the successful bidder will provide that it shall not become effective until the necessary monies to do the work have been provided by the Owner, either by Resolution, Ordinance or another lawful manner.

In accordance with NJSA 34:11-56.25 et seq., New Jersey State Prevailing Wage Act and NJSA 52:32-44.1 no contract shall be awarded to any contractor, subcontractor, or to any firm, corporation or partnership in which such contractor or subcontractor has an interest, who is debarred from public works or contracting with a federal government agency.

3.0 CONTRACTS

3.01 DRAWINGS AND SPECIFICATIONS FURNISHED

The Engineer shall furnish, at no additional cost to the successful bidder, one executed contract set of drawings and specifications, and two copies of the specifications and drawings. All additional copies of the drawing and/or specifications shall be furnished to the contractor at the cost of reproduction plus handling.

3.02 PERFORMANCE, PAYMENT AND MAINTENANCE BONDS

The bidder whose bid is accepted shall furnish to the Owner, a performance bond and labor and material payment bond, or a combination performance and labor and material payment bond, and upon final completion of the work, a two (2) year maintenance bond, each in the amount of 100% of the final contract price, with such sureties as shall be approved by the Owner and as detailed and described below.

All surety companies must be authorized to transact such business in New Jersey, pursuant to N.J.S.A. 17:17-10 or 17:32-1 et seq. The surety must designate a New Jersey agent on whom service of process can be made. The Contractor shall be responsible for updating the surety's expiration from the list or an agent change, to the Engineer or Owner. All surety companies must have the minimum capital and surplus or net cash assets required, pursuant to N.J.S.A. 17:17-6 or 17:17-7, whichever is applicable, on the date of advertisement for the project. All surety companies must complete a Surety Disclosure Statement and Certification for all payment and performance bonds, pursuant to N.J.S.A. 2A:44-143d.

In addition, for these public works project bids, including any and all alternates, that equals at least \$850,000.00 but not more than \$3.5 million, the surety company must hold a current certificate of authority issued by the U.S. Secretary of the Treasury that is valid in New Jersey as listed annually in the U. S. Treasury Circular 570. However, if the surety company has been operational for a period in excess of five years, the surety company shall also be considered to have satisfied this requirement if it is rated in one of the three highest categories by an independent nationally recognized United States rating company

that determines the financial stability of insurance companies. Such rating companies must meet standards promulgated by the N. J. Commissioner of Insurance N.J.A.C. 11:1-41.1 et seq.

In addition, for those public works project bids, including any and all alternates, is in excess of \$3.5 million, the surety company must hold a current certificate of authority issued by the United States Secretary of the Treasury that is valid in the State of New Jersey listed annually in U.S. Treasury Circular 570. And, if the surety company has been operational for a period in excess of five years, it must be rated in one of the three highest categories by an independent, nationally recognized United States rating company that determines the financial stability of insurance companies. Such ratings must meet standards promulgated in N.J.A.C. 11:1-41.1 et seq.

A surety company, which seeks to provide a payment and performance bond in excess of \$3.5 million, is exempt from the requirement of Treasury Circular 570 if it meets standards developed by the Commissioner of Insurance through regulations which, at least equal, and may exceed, the general criteria required for Treasury listing. These standards are found at N.J.A.C. 11:1-41.4.

3.03 LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal, State, County and municipal laws ordinances, regulations, etc. and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written out in full including, but not limited to the "Occupational Safety and Health Act of 1970" P.L. 91-596, as amended.

3.04 PERMITS

The Contractor shall determine which construction permits and licenses shall be needed, and shall procure and pay for all such construction permits and licenses necessary for the execution of his work.

3.05 CONTRACT DOCUMENTS

Attached hereto is the "Form of Contract" that will be executed between the Owner and the Contractor.

The Contractor shall execute and return these documents with the required bonds, insurance certificates, affirmative action forms and any other documents required within ten (10) days after receipt of the request for execution.

3.06 NOTICE TO PROCEED

After approval and execution of the contract documents by all parties and a preconstruction meeting, the contractor shall be sent a "Notice to Proceed." This document serves as formal authorization to proceed with the project.

Any and all work performed by the contractor prior to receipt of the Notice to Proceed is at the contractor's risk with no claim against the Owner for such work.

4.0 AFFIRMATIVE ACTION AGAINST DISCRIMINATION

4.01 BIDDER REFERRED TO LAW

The bidder is specifically referred to N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 as amended and the Regulations adopted pursuant thereto, relating to affirmative action in relation to discrimination.

4.02 SPECIFIC LANGUAGE REQUIRED

In accordance with the Affirmative Action Regulations adopted pursuant to N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27, the following is made a part of this Contract:

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

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up- grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b. 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.
- c. 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.
- d. 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.
- e. 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 subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
 - (1) To notify the public agency compliance officer, the 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 website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

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

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the 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.

4.03 CONTRACT PROCEDURES

The Contractor must sign a contract containing the mandatory language in Section 4.02 above entitled "Specific Language Required."

The construction contractors shall complete and submit an Initial Project Workforce Report Form AA-201 upon notification of award. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Dept. of LWD and to the Public Agency Compliance Officer.

The EEO/AA evidence must be submitted after notification of award, but prior to signing a construction contract. All Public Agencies must retain the affirmative action evidence in their files for review by the Division.

4.04 EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the Owner do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities, in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made part of this contract. In providing any aid, benefit or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs or other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an

award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

CONTRACT FOR CENTER FOR THE ARTS SITE IMPROVEMENTS (RE-BID)

THIS AGREEMENT, between the Township of Evesham, a municipal corporation of the State of New Jersey, having its principal offices located at 984 Tuckerton Road, Marlton New Jersey 08053, hereinafter referred to as Owner and *(insert contractor name)*, having its principal place of business located at *(insert contractor address)* hereinafter referred to as "Contractor;"

WITNESSETH;

That for and in consideration of the sum of _____ and 00/100 (\$000,000.00), contractor agrees to furnish to the Owner, the labor, material, equipment and services in accordance with the contract documents hereinafter set forth.

That for and in consideration of the amount payable under this agreement by the Owner, the Contractor agrees, at its own proper cost and expense, and with due skill and diligence, that it will complete the Center for the Arts Site Improvements (Re-Bid) project in accordance with the contract documents and in compliance with this agreement.

Contractor agrees to receive as full compensation the amount stated herein, namely \$000,000.00, for said services provided to the Owner. Contractor shall be responsible for all loss or damage arising out of the furnishing of the services aforesaid.

To prevent all disputes and litigation, it is agreed by and between the parties to the Contract that the Owner shall in all cases determine the quantity of the goods delivered and paid for under this contract, and as to the interpretation of any ambiguity in or intent of the drawings and specifications.

The Contract documents shall consist of the following:

1. Notice to Bidders.
2. Specifications.
3. Contractors Proposal (as accepted).
4. Contract Agreement.
5. Contract Drawings
6. All Addenda.

The parties to this contract agree to incorporate into this contract the mandatory language of the Regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said Regulations.

AND in all respects comply with all requirements of the Labor Laws of the State of New Jersey, applicable to contracts on behalf of the Municipal Government for construction, alteration, or repair of any building or public work, including particularly, be without limitation of the foregoing, the provision that not less than the prevailing rate of daily wages in the locality where the work is performed shall be paid to mechanics, workmen and laborers employed by the contractors or subcontractors or by or in behalf of the State or any county or municipality;

(The contract partner) shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

Payment shall be made to said Contractor by orders upon the Treasurer of said Township, founded upon estimates of the Township Council as to the amount of work done or articles furnished and delivered, or both, and upon presentation by said Contractor, to the Township Treasurer of said Township an appropriate voucher setting forth, in writing, the amount of work done or goods furnished, and that the work done or articles furnished are according to this Contract, and according to law;

AND it is distinctly and mutually understood and agreed by and between the parties hereto, that in case a default is made in the completion of the Contract, in accordance with the terms and conditions hereof, such money as may be due to said Contractor, or such as would have become due had the terms and conditions of this Contract and agreement been complied with, shall be and is hereby forfeited to said Township, and said Township is free to use the same in and about the completion of said contract, and in case said Township is put to any costs and expenses over and above the contract price of the Contractor, in and about the completion of the Contract, said Contractor for themselves, itself, their heirs, executors, administrators, successors and assigns, expressly agree to hold themselves, itself, their heirs, executors,

administrators, successors and assigns, liable therefore, and hereby covenant and agree to make good the same to the Township. Upon Township determination that services provided by the contractor are unsatisfactory, said contract may be cancelled subject to thirty (30) days written notice being provided to the contractor;

The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and defend, indemnify and save harmless the Township of Evesham, its officers, agents and servants and each and every one of them against and from all suits and costs of every name and description, including attorney's fees and costs and from all damages to which said Township of Evesham or any of its officers, agents or servants may be put by reason of injury to the person or property of others resulting from carelessness in the performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by said Contractor in the aforesaid work or through any act or omission on the part of said Contractor, or his agent or agents. This provision applies regardless of whether insurance coverage is provided. It is also agreed and understood that the acceptance of the final payment by the Contractor shall be considered as a release in full of all claims against the Township out of, or by reason of, the work done and materials furnished under this contract; and

AND it is expressly understood and agreed that this Contract and the referenced inclusion of the bid documents represent the full understanding between the parties and any representations, whether oral or in writing, not contained herein, will not be binding on the parties hereto.

This agreement, together with the contract documents, forms the contract and they are as fully a part of this contract as if hereto attached or herein repeated.

The Owner and the Contractor, for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, they have executed this Agreement.

CONTRACTOR:

ATTEST:

BY _____

Print Name & Title

Print Name & Title (Seal)

Dated this ____ **day of** _____, **20**__.

TOWNSHIP OF EVESHAM:

ATTEST:

BY _____
(Seal)

Dated this ____ **day of** _____, **20**__.

CERTIFICATE OF INSURANCE

Name & Address of Insured

				Limits of Liability			
Afforded Enter (X)	Required	Type of Insurance	Policy Number and Insuring Company(ies)	Policy Expiration Date	Amounts of Less Than \$1,000,000 Will Not Be Acceptable	Amount Required Each Occurrence	Amount Provided Each Occurrence
☐	☒	General Liability Comprehensive Gen. Form			General Aggregate	\$2,000,000	\$
☐	☒	Premises-Operations			Bodily Injury	\$1,000,000	\$
☐	☒	Explosion & Collapse Hazard			Property Damage	\$1,000,000	
☐	☒	Underground Hazard					
☐	☒	Products/Completed Operations Hazard					
☐	☒	Contractual Ins. (Blanket)			Bodily Injury and Property Damage Combined	\$1,000,000	\$
☐	☒	Broad Form Prop. Damage					
☐	☒	Independent Contractors					
☐	☒	Personal Injury			Personal Injury	\$1,000,000	\$
☐	☒	Automobile Liability Comprehensive Form			Bodily Injury (Each Person) Bodily Injury (Each Accident)	\$1,000,000 \$1,000,000	\$ \$
☐	☒	Owned					
☐	☒	Non-Owned			Property Damage	\$1,000,000	\$
☐	☐	Garagekeepers Insurance (Without regard to legal liability as direct coverage on a primary basis)			Bodily Injury and Property Damage Combined	\$1,000,000	
☐	☒	Excess Liability Umbrella Form			Bodily Injury and Property Damage Combined	\$1,000,000	\$
☐	☐	Other Than Umbrella Form					
☐	☒	Worker's Compensation and Employers' Liability	*All States Endorsement		Statutory NJ Coverage \$100,000/\$500,000		
					Minimum \$100,000	\$100,000	\$

Remarks: Additional Insured: **REMINGTON & VERNICK ENGINEERS, TOWNSHIP OF EVESHAM and TOWNSHIP OF EVESHAM'S SOLICITOR**

It is understood and agreed that in the event of any material change in, cancellation of, or expiration of the above policy or policies the undersigned Insurance Company agrees to give a written notice to the Owner, at the above address thirty (30) days in advance of such change or cancellation.

This certificate is executed and issued to the Owner on the day and date herein below written certifying that the Insured has been issued the above policy or policies with Limits of Liability of at least the required amounts.

*** PLEASE PUT "X'S" IN AFFORDED COLUMN OR CERTIFICATE WILL BE RETURNED ***

Name of Agency

Street Address

City, State & Zip Code

Signature of Authorized Representative of Insurance Company

Address Date

Agency Telephone No.

TO: INSURANCE PRODUCER

Your client, as a supplier to the Owner is required to provide a certificate of insurance for the coverages and amounts indicated on the reverse side of this insurance certificate. It is important to your client that you respond quickly since continued business relationships depend upon valid insurance. Additionally, the minimum amount and type of coverage shown on our certificate is not negotiable and is not intended to imply that is all the insurance necessary to protect him/her from all losses or liability. It is the Owner's policy to require all suppliers who make deliveries or perform assembly, repair operations or a service in, on or upon our property/premises or property/premises under our care, custody and control to maintain the insurance coverage described below; such insurance must be obtained prior to the start of any such work the Owner.

A. Comprehensive General Liability (CGL)

This coverage must include: Premises-Operations, Products/Completed Operations Hazard, Contractual Insurance (Blanket Coverage), Broad Form Property Damage, Independent Contractors, and Personal Injury and all others shown on "X" in the required column.

Minimum Coverage

Bodily Injury and Property Damage combined - as shown in the amount required column

AMOUNTS OF LESS THAN \$1,000,000 WILL NOT BE ACCEPTABLE.

Contractual Insurance (Blanket Coverage)

Contractual Indemnification - Save Harmless Agreement which is incorporated into all Vouchers, General Purchase Agreements and Contracts.)

INDEMNIFICATION

Supplier shall defend, indemnify and save harmless, the Owner from and against all losses, costs, damages, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied hereunder or by doing the work herein provided, including all suits or actions of every kind of description brought against Owner, either individually or jointly with Supplier for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by or on account of the performance of any work pursuant to or in connection with this contract or through any negligence or alleged negligence in guarding the work or through any act, omission or fault or alleged act, omission or fault of the Supplier, its employees or agents, or others under Supplier's control.

B. Automobile Liability - Comprehensive Form (or as shown on reverse side)

Minimum Coverage

Bodily Injury and Property Damage combined - as shown in the amount required column.

C. Worker's Compensation - As required by New Jersey State Statute

and

Employer's Liability (minimum \$100,000)

D. Excess Liability

Commercial Umbrella Form - \$1,000,000.

E. Other Coverage(s)

As shown on reverse side.

THANK YOU

Important - Producer:

PLEASE CHECK THE AFFORDED BLOCK FOR EACH COVERAGE PROVIDED.

THE CERTIFICATE MUST BE SIGNED BY THE AGENT OF THE INSURER OR CERTIFICATE WILL BE RETURNED.

IT IS NECESSARY TO SUBMIT YOUR CLIENTS COVERAGE THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE EXISTING COVERAGE ON OUR CERTIFICATE ONLY; ALL OTHERS WILL BE RETURNED TO THE SUPPLIER AND SERVE TO DELAY FUTURE BUSINESS DEALINGS BETWEEN THE OWNER AND YOUR CLIENT.

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GENERAL CONDITIONS

1.0 GENERAL

1.01 DEFINITIONS

The following words and expressions used in the contract documents shall be construed as follows:

Owner.....Township of Evesham
984 Tuckerton Road
Marlton, NJ 08053

EngineerRemington & Vernick Engineers
2059 Springdale Road
Cherry Hill, NJ 08003

Contractor.....Party, firm, corporation with whom or which the contract is
made, or authorized agent thereof.

DayCalendar day.

Legal Holiday.....Days which the owner does not conduct regular business hours. The Contractor
is responsible to contact the Owner for a listing of these days.

Substantial Completion The work will not reach Substantial Completion until all project systems
included in the work are operational as designed and scheduled, all designated
or required inspections, certifications, permits, approvals, licenses and other
documents from any governmental authority having jurisdiction thereof
necessary for the beneficial use and occupancy of the work are received,
designated instruction of Owner's personnel has been completed, and all final
finishes within the Contract are in place. Any remaining work shall be minor in
nature, so that the Owner can occupy the building on that date and the
completion of the remaining work by the Contractor would not materially
interfere or hamper the Owner's (or those claiming by, through or under the
Owner) normal operations. Contractor recognizes that normal operations
require the use and occupancy of the work area without interruption and that
any punchlist or corrective work shall be done at times when the work area is
not so occupied. As a further condition of reaching Substantial Completion, the
Contractor shall certify that all remaining work will be completed within thirty
(30) consecutive calendar days or as so agreed upon following the date of
Substantial Completion. Site related projects and/or projects including facilities
with site improvements shall not reach Substantial Completion until such time
as all site amenities (i.e. lighting, top paving, striping, fencing, stormwater
compliance, etc..) are placed into service leaving only minor improvements that
will not hamper access or use to complete the project."

Final CompletionAll warranties and guarantees required pursuant to the Contract Documents
shall be assembled and delivered by the Contractor to the Owner as part of the
final application for payment. The final Certificate for Payment will not be
issued by the Engineer until all warranties and guarantees have been received
and accepted by the Owner.

1.02 SPECIAL NOTICE

The "Information for Bidders", the "General Conditions", the "Notice to Bidders", and "Proposal Section" shall be held equally binding with and are to be considered a part of the specifications and contract and the party of the second part, the Contractor, will be held responsible for neglect in attending to any part, paragraph or item therein.

1.03 REPRESENTATION OF CONTRACTOR

The Contractor represents and warrants:

- (a) That he is financially solvent and that he is experienced in and competent to perform the type of work to furnish the labor, plant, materials and supplies or equipment to be so performed or furnished by him and
- (b) That he is familiar with all Federal, State, County, Municipal and Department Laws, Ordinances and Regulations, which may in any way affect the work or those employed therein, including, but not limited to, any special Acts relating to the work or to the project of which it is a part, and
- (c) That he shall perform the Work in accordance with the Contract Documents and that the work done by him can be satisfactorily constructed and used for the purpose for which it is intended, and that such construction will not injure any persons or damage any property, and
- (d) That he has carefully examined the drawings, specifications, and the site of the work, and that from his own investigations he has satisfied himself as to the nature and location of the work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other items which may in any way affect the work or its performance.

1.04 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

- (a) By execution of this Contract, Contractor represents and warrants that he has carefully examined the drawings, specifications, and the site of the work, and that from his own investigations he has satisfied himself as to the nature and location of the work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other items which may in any way affect the work or its performance.
- (b) Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 1.02, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Engineer any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Engineer may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.
 - i. Conditions Precedent – Notice
 - (1) Notice of any alleged Conflicts that have been reasonably identified prior to submitting a Bid shall be provided to the Engineer immediately in order that the Engineer in its discretion, may issue an Addendum.

- (2) A Bidder's failure to report errors, omissions, inconsistencies in the Contract Documents that are either known, or should reasonably have been known, constitutes an absolute waiver of any Conflict that may thereafter be asserted with respect thereto, and shall bar any recovery regard such Conflict.
- (3) If any errors, inconsistencies or omissions appear in the drawings, specifications or other Contract Documents, which should reasonably have been discovered and concerning which interpretation had not been obtained from the Engineer during the Bidding Period, the Contractor shall within ten (10) days after receiving written "Notice of Award" notify the Engineer in writing of such error, inconsistency or omission. In the event the Contractor fails to give such notice, Contractor and its Surety will indemnify Owner for the costs of any such errors, inconsistencies or omissions and the cost of rectifying same including attorney's fees. Interpretation of this procedure after the ten-day period will be made by the Engineer and his decision will be final. By Submission of a bid, the Contractor acknowledges that the Contract Documents are full and complete, are sufficient to have enabled it to determine the cost of the Work and that the Drawings, the Specifications and all addenda are sufficient to enable the Contractor to construct the Work outlined therein in accordance with applicable laws, statutes, ordinances, building codes and regulations, and otherwise to fulfill all of its obligations under the Contract Documents.
- (4) Contractor acknowledges, except as to any reported error, inconsistencies or omissions, and to concealed or unknown conditions defined in elsewhere, by executing the Agreement, the Contractor represents the following:
- a. The Contract Documents are sufficiently complete and detailed for the Contractor to perform the Work and comply with all requirements of the Contract Documents.
 - b. The Work required by the Contract Documents, including, without limitation, all construction details, construction means, methods, procedures, and techniques necessary to perform the Work, use of materials, selection of equipment, and requirements of products by manufacturers are consistent with;
 1. good and sound practices within the construction industry;
 2. generally prevailing and accepted industry standards applicable to Work;
 3. requirements of any warranties applicable to the Work; and
 4. all laws, ordinances, regulations, rules, and orders which bear upon the Contractor's performance of the Work
 - c. The Contractor has read, understands and accepts the Contract Documents and its bid was made in accordance with them.
 - d. The Contract Sum is based upon the products, materials, systems and equipment required by the Contract Documents without exception. Where the Contract Documents list one or more manufacturer or brand name products, materials, systems and equipment as acceptable, the Contract sum is, in each instance, based upon one of the listed manufacturers or brand name products, materials, systems, and equipment, or, if the contract Sum is based upon the substitution of an "or equal" manufacturer or product, material, system or equipment, the Contractor has in each such instance sought and received the Engineer's approval for the substitution either:
 1. prior to the Bid in accordance Engineer's Addenda;
 2. after commencement of the Work, under in conformance with substitution procedure elsewhere in the Contract Documents.
 - e. The Contract Sum is firm and all inclusive, and no escalation is contemplated for any reason whatsoever.
 1. The Contract Sum includes any and all costs associated with completion by those dates and times, including any and all costs associated with out-of-sequence work, come-back work, stand-by work, stacking of trades,

coordination with the schedules and work of separate Contractors, allowing sufficient time, work and storage areas, and site access for separate Contractors to timely progress and complete their work, overtime, expediting and acceleration that may be required to complete the work by those dates and times.

2. The Contractor has reviewed the completion dates and times, and Milestone Dates set forth in the Contract Documents, agrees that such dates and times are reasonable and commits to achieve them.

f. The Contractor shall satisfy itself as to the accuracy of all dimensions and locations. In all cases of interconnection of its work with existing or other work, it shall verify at the site, all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to verify all such locations or dimensions shall be promptly rectified by the Contractor without any additional cost to the Owner.

- i. If the Contractor requires clarification of the intent of the Contract Documents after award, the Contractor shall be responsible to issue a type written request for information (RFI) to the Engineer utilizing the Engineer's sample form via acceptable methods set forth in Article 4.2.
- ii. All RFI's shall clearly identify the Engineer's project number, the construction company's name, author's name, date issued, address, phone numbers, facsimile number and the addressee of the communication.

1.05 SUBLETTING OR ASSIGNING OF CONTRACT

The Contractor shall not assign, sell or transfer or otherwise dispose of the contract or any portion thereof or of the work provided therein or his right, title or interest therein, to any persons, firm or corporation, without prior written consent of the Owner. If Contractor attempts to make such an assignment without consent, Contractor shall nevertheless remain legally responsible for all obligations under the Contract.

1.06 CONSTRUING THE SPECIFICATIONS

To avoid disputes and litigation, it must be distinctly understood by the Bidder/Contractor that the Engineer shall construe or interpret the specifications and explain any ambiguity therein and shall have the right to decide as to their purpose and intent and his decision upon any such ambiguity shall be final, conclusive and binding.

1.07 NECESSARY TO COMPLETE

If any work or materials are required which are obviously necessary to carry out the full intent and meaning of the said specifications although the same may not be either directly or indirectly in the specifications, the Contractor is hereby bound to furnish the same without charge or claim.

1.08 DRAWINGS AND SPECIFICATIONS

The Contractor shall keep at the site of the work one copy of the drawings and specifications signed and identified by the Engineer and shall at all times give the Engineer and other representatives of the Owner access thereto. Anything shown on the drawings and not mentioned in the specifications, or mentioned in the specifications and not shown on the drawings, shall have the same affect as if shown or mentioned respectively in both. In case of any conflict within the construction documents, the Engineer shall determine which of the requirements shall govern based upon the most stringent of the requirements, and the Contractor shall perform the work at no additional cost or time to the owner. Any ambiguity or discrepancy between drawings and specifications shall be submitted by the Contractor to the Engineer whose decision shall be conclusive.

The general arrangement and location of equipment, the various pipe, duct, and conduit runs, etc. are shown on the drawings. All dimensions or the scales of the drawings shall be considered as approximate and shall be checked by each bidder to his own satisfaction prior to bid. The exact location of all parts of the work shall be

governed by existing conditions, and the Contractor shall coordinate and locate all work at the time of installation. Any changes in location, etc. from that shown on the drawings, necessary by existing conditions, shall be made by the Contractor at no increase of the contract sum.

1.09 RIGHT-OF-WAY

All right-of-ways through private property required shall be secured by the Owner. Contractor shall not start construction in right-of-ways until directed by the Engineer. No claim shall be made by the Contractor for damage due to delay in securing right-of-ways.

1.10 TIME LIMITS

The Contractor agrees to start the work herein contracted for within ten (10) days from the date of the Engineer's Notice To Proceed to the Contractor directing him to proceed with the work. The time to complete the work contracted for, from the date of the Proceed Order, shall be limited to the following:

Thirty (30) Calendar Days

No extension of time will be allowed for delay from any cause whatsoever, including normal weather conditions unless the Contractor shall have notified the Engineer in writing of such delay and his intention to claim an extension of time within two (2) days after the beginning of such delay. Such notice shall give complete information concerning the nature, extent and cause of the delay. If, in the sole discretion of the Owner, an extension of time is warranted the Owner or Owner's representative, will issue a written extension, setting a new time limit for the completion of the work. Additionally, should the Owner grant the Contractor an extension of Contract time, the Contractor shall not be due any compensation for the extended contract time unless specifically indicated in writing at the time of the extension. Failure of Owner or Owner's Representative to expressly respond to a reservation of rights letter from Contractor reserving a right to additional compensation shall in no way be deemed an admission that Contractor is entitled to additional fees. Any costs associated with increased contract time due to approved change order work must be specifically identified included in the change order at the time of submission.

- (a) Where the cause of delay is due to weather conditions, extension of time shall be granted only for unusually severe weather, as determined by reference to historical data. The term "historical data" as used in the preceding sentence shall be construed according to this formula: Average rainfall (or snow or low temperature) for the past five years for the month in question, plus 10 percent. Weather shall not be deemed to be unusually severe unless it is more than 10 percent more severe for that month over the last five years.
- (b) If, contrary to the foregoing provision, the contractor commences a direct action against the Owner or Engineer seeking to recover delay costs and fails to substantially prevail in its claim that the Owner was the cause of the alleged delay, the Contractor shall reimburse the Owner, and the Engineer as the case may be for any attorneys' fees, professional fees and all other costs and expenses incurred by them associated with analyzing, defending or otherwise opposing any such action.

1.11 LIQUIDATED DAMAGES

In case the Contractor fails to complete the work contracted for, satisfactory to and acceptable to the Owner within the stipulated time limit, or violates any terms or conditions of said contract or the terms and conditions of N.J.S.A. 40A:11-1 et seq. (Local Public Contracts Law), then the Contractor shall and will pay to the Owner for each and every calendar day determined to be in default, the following sums, which are agreed upon, fixed and determined by the parties hereto to be liquidated damages. Liquidated damages shall not be assessed beyond substantial completion.

One (1) to Fifteen (15) Days beyond Contract Time Limits

Five Hundred (\$500.00) dollars per calendar day.

Sixteen (16) to Thirty (30) Days beyond Contract Time Limits

One Thousand (\$1,000.00) dollars per calendar day.

Greater than Thirty (30) Days beyond Contract Time Limits

Two Thousand (\$2,000.00) dollars per calendar day

The Owner shall be permitted to recover said damages by deducting the amount thereof out of any money which may be due or become due the Contractor, or by an action of law against the Contractor, his surety or by either or both of these methods.

In case the Contractor shall be delayed due to the failure on the part of the Owner to furnish anything on its part to be furnished or for any other cause beyond the control of the Contractor, he shall be entitled to such an extension of time for the delivery of equipment, materials, work and supplies as in the sole judgment of the Owner or Owner's representative to be fair and just.

1.12 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

The Owner has the right to stop work or terminate the contract, if:

- (a) The Contractor has violated the provisions of N.J.S.A. 40A:11-1 et seq. (Local Public Contracts Law), or any other Federal, State or Local law, or
- (b) The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors, or
- (c) A receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within 20 days after such appointment or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days, or
- (d) The Contractor shall refuse or fail, after notice or warning from the Engineer, to supply enough properly skilled workmen or proper materials, or
- (e) The Contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will ensure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or
- (f) The Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or
- (g) The Contractor shall fail or refuse to regard laws, ordinances or regulations or otherwise to be guilty of a violation of any provisions of the contract or the Scope of Work therein, then and in such event, the Owner, without prejudice or any rights or remedy it may have, may give seven (7) days notice to the Contractor to terminate the employment of the Contractor and his right to proceed, either as to the entire work or at the option of the Owner as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by the Contractor or otherwise, as the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work, including compensation for additional managerial, administrative and inspection services and any damages for delay, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Owner for such expenses. If the right of the Contractor to proceed with the work is terminated, the Owner may take possession of and utilize in completing the work such materials, appliances, supplies, drawings, and equipment, as may be on the site of the work and

necessary therefore. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work.

- (h) When the Owner terminates the Contract for one of the reasons stated in Section 1.11 above, the Contractor shall not be entitled to receive further payment until the Work is finished.
- (i) If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Engineer's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Engineer, upon application, and this obligation for payment shall survive termination of the Contract. If the costs of finishing the Work, including compensation for the services of any consultants and the Engineer's services and expenses made necessary thereby, and the other costs and expenses identified hereinafter, exceed the unpaid balance of the Contract Sum, the contractor and its Surety shall pay the difference to the Owner upon demand. The costs of finishing the Work include, without limitation, all reasonable attorney's fees, additional title costs, insurance, additional interest because of any delay in completing the Work, and all other direct and indirect consequential costs, including, without limitation, Liquidated Damages for untimely completion as specified in the Contract Documents, incurred by the Owner by reason of, or arising from, or relating to the termination of the Contractor as stated herein.
- (j) The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause
- (k) Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall
 - i. cease operations as directed by the Owner in the notice;
 - ii. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
 - iii. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
 - iv. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, but such costs will not include overhead and profit on the Work not executed. In case of such termination for the Owner's convenience, the Contractor shall be entitled to Owner payment for Work performed as of the date of termination in accordance with the contract Documents. The Contractor shall, as a condition of receiving the payments referred to herein, execute and deliver all such papers, turn over all plans, documents and files of whatsoever nature required by the Owner, and take all such steps, including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor. The Contractor warrants that it will enter into no subcontracts or other agreements that would adversely impact the Owner's rights or increase the Owner's obligations under this paragraph. In no event shall the Owner be liable to the Contractor for lost or anticipated profits or consequential damages, or for any amount in excess of the compensation due to the Contractor in accord with the Contract Documents for the Work performed as of the date of termination. The warranty and indemnity obligations of the Contractor and Surety shall survive and continue, notwithstanding any termination pursuant to this paragraph, with respect to the Work performed as of the date of termination.
 - v. If the Owner wrongfully terminates the Contract for Construction for cause, the termination shall be deemed to have been one for convenience under this Section 1.11 (j-k), and the Contractor shall receive from the Owner only the compensation to which the Contractor is entitled under Subsection 1.11 (k) iv.

If the work shall be stopped by order of the Court or any other public authority, for a period of three (3) months without act or fault of the Contractor or of any of his agents, servants, employees, or Subcontractor, the Contractor may, upon twenty (20) days notice to the Owner, discontinue his performance of the work and/or terminate the contract, in which event the liability of the Owner to the Contractor shall be determined as provided in the paragraphs immediately preceding, except that the Contractor shall not be obligated to pay to the Owner any excess of the expense of completing the work over the unpaid balance of the compensation to be paid by the Contractor hereunder.

1.13 REFERENCE TO THE STANDARD SPECIFICATIONS

- (a) All applicable portions of the work performed under this contract shall comply with the requirements of the current New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, as amended or supplemented and whose specifications are made part of these specifications. The New Jersey Department of Transportation Standard Construction Details shall govern except insofar as same are expressly modified, amended or changed in detail drawings prepared specifically for this particular project.
- (b) The Standard Specifications are made part of these specifications by this reference as if were set forth in full. It is the responsibility of the prospective bidder to be familiar with these Standard Specifications. The Contractor is required to follow only the electronic version, effective September 1, 2019, as referenced in Baseline Document Change announcement BDC19S-01 of New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, 2019, unless modified in the technical specifications of this contract. Copies may be examined in the Engineer's office or may be obtained from the New Jersey Department of Transportation.

2.0 INSURANCE

2.01 STATE LAW AND REGULATIONS AND INSURANCE

The Contractor must assume all risks connected with his work. He shall comply with all State Laws and Regulations concerning Workmen's Compensation and shall maintain such insurance as will protect him against all claims for damages for personal injury, including death which may arise during prosecution of the contract, either by himself or by any Subcontractor or anyone directly or indirectly employed by either of them.

2.02 CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract, until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work, in his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.

Insurance coverage shall remain in effect until the project is accepted by the Owner, and at all times thereafter when the Contractor may be removing or replacing defective work.

The Contractor shall furnish the Owner with proof of insurance by execution of the Certificate of Insurance, of which a copy is included herein. The Owner, Remington & Vernick Engineers and the Solicitor shall be a named additional insured.

The Certificate of Insurance shall give the Owner and Engineer 30 days written notice of any material change in, cancellation of, or expiration of the policies.

The following types of insurance are required:

- a. General Liability \$1,000,000 Each Occurrence/\$2,000,000 Aggregate
- b. Automobile Liability \$1,000,000 Each Occurrence/\$1,000,000 Each Person
- c. Excess Liability \$4,000,000 Each Occurrence/\$4,000,000 Aggregate (minimum)
- d. Worker's Compensation and Employer's Liability Applicable Federal, State, Employers Liability; \$1,000,000 Each Accident, \$1,000,000 Disease - Each Employee, \$1,000,000 Disease - Policy Limit

The amounts for property damage and bodily injury for each type of insurance are as shown on the Certificate of Insurance herein.

The Contractor's insurance shall apply to and provide coverage for all Subcontractors and/or suppliers unless the Contractor forwards to the Owner and Engineer the Certificate of Insurance for the Subcontractor and/or supplier.

Any insurance company providing coverage must be licensed, admitted and authorized to do business in the State of New Jersey.

2.03 SUIT OR CLAIMS

The Contractor agrees to indemnify and save harmless the Owner and the Engineer and all their agents and employees from actions and suits of every kind and description brought against them, or on account of the use of patented rights, and from any damages or injuries received or sustained by any party, or parties, arising out of any act or omission of the Contractor, his workmen or agents in performance of the work under this agreement, including the furnishing of equipment, materials and supplies at the site of the proposed work.

2.04 INDEMNIFICATION

- a. Contractor shall fully and completely indemnify and save harmless the Owner from damages or injury to persons or property resulting from the performance of the work, or through negligence to the contract, or through the use of any improper or defective machinery implements or appliances or through any act of omission of the Contractor, or his agents, or his employees.
- b. To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Engineer, Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 2.04.
 - i. Contractor, for itself, its successors and assigns, agrees to indemnify and save Owner, the individual members (past, present and future), its successors, assigns, employees, agent, Architects, Engineers, harmless from, and against any and all claims, demands, damages,

actions or causes of action by any party, together with any and all losses, costs or expenses in connection therewith or related thereto, including, but not limited to, attorney fees and costs of suit, for bodily injuries, death or property damage arising in or in any manner growing out of the work performed, or to be performed under this Contract. Contractor and its successors and assigns agree to indemnify the Owner, its individual members (past, present and future), its successors, assigns, employees, agents, Architects, and Engineers against all fines, penalties or losses incurred for, including, but not limited to, attorney fees and costs of suit, or by reason of the violation by Contractor in the performance of this Contract, or any ordinance, regulation, rule of law of any political subdivision or duly constituted public authority. Without limiting the foregoing, the Contractor, at the request of Owner, its individual members (past and present), its successors, assigns, employees, agents, Architects, or Engineers, agrees to defend at the Contractor's expense any suit or proceeding brought against Owner, its individual members (past, present and future), its successors, assigns, employees, agents, Architect, Engineers due to, or arising out of the work performed by the Contractor.

- ii. The Contractor assumes the entire risk, responsibility, and liability for any and all damage or injury of every kind and nature whatsoever (including death resulting therefrom) to all persons, whether employees of the Contractor or otherwise, and to all property (including the Work itself) caused by, resulting from, arising out of or occurring in connection with the execution of the Work, or in preparation for the Work, or any extension, modification, or amendment to the Work by the Change Order or otherwise. To the fullest extent permitted by law, the Contractor and its Surety shall indemnify and save harmless the Owner, the , the Engineer, the Engineer's consultants, and agents and employees of any of them (herein collectively called the Indemnitees) from and against any and all liability, loss, damages, interest, judgments, and liens growing out of, and any and all costs and expenses (including, but not limited to, counsel fees and disbursements) arising out of, relating to or incurred in connection with the Work including, any and all claims, demands, suits, actions, or proceedings which may be made or brought against any of the Indemnitees for or in relation to any breach of the Contract for Construction or any violation of the laws, statutes, ordinances, rules, regulations, or executive orders relating to or in any way affecting the performance or breach of the Contract for Construction, whether or not such injuries to persons or damages to property are due or claimed to be due, in whole or in part, to any negligence of the Contractor or its employees, agents, subcontractors, or materialmen, excepting only such injuries and/or damages as are the result of the sole gross negligence of the Owner, or Engineer.
- c. In claims against any person or entity indemnified under this Section 2.04 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 2.04 (a) shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

3.0 CONDUCT OF THE WORK

3.01 ROLE OF THE ENGINEER

The Engineer may verify, by observation and/or required tests, the amount, quality, acceptability and fitness of the materials, equipment and supplies furnished; and shall interpret any ambiguities in the drawings and specifications, contract documents, and any extra work order. Upon request, the Engineer shall confirm in writing any oral direction, requirement or determination.

All work of refilling sunken ditches, repaving over trenches and keeping the streets and sidewalks in passable condition shall be satisfactorily performed by the Contractor during the construction of the work as well as during the maintenance period. If any work is not done within 48 hours after written notice given by the Engineer, the work may be done by the Owner and charged to the Contractor.

3.02 SURVEYS

Unless otherwise expressly provided for in the specifications, the Contractor will furnish all surveys necessary for the execution of the work. The Owner will furnish a base line and datum bench marks as required. The Contractor shall measure and lay out his work and be responsible for the accuracy thereof from bench marks and base lines established by the Engineer which shall constitute the surveys hereinbefore referred to. The contractor shall submit cut sheets for curb, sidewalk and roadway construction projects unless specifically waived in writing by the Engineer.

3.03 PRESERVATION OF STAKES

The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he will be charged with the resulting expense and shall be responsible, for any mistakes that may be caused by their unnecessary loss or disturbance.

3.04 USES OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- (a) To take every precaution against injuries to persons or damage to property.
- (b) To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the administration of Owner's affairs.
- (c) To place upon the work any part thereof only such loads as are consistent with the safety of that portion of the work.
- (d) To frequently clean up all refuse, scrap material and debris caused by his operations and at all times the site of the work shall present a neat, orderly condition.
- (e) Before final payment Contractor will be responsible to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations and to put the site in a neat orderly condition.
- (f) To affect all cutting, fitting, or patching of his work required to make the same conform to the drawings and specifications, and except with the consent of the Engineer, not to cut or otherwise alter the work.

3.05 INJURY TO EXISTING STRUCTURES

The Contractor shall be responsible for all injury to existing structures caused in whole or in part by the work, including the delivery to the site of the proposed improvements of materials and supplies. In case of accident to existing structures related to the performance of the work, the Contractor will be required to immediately notify the proper authorities and as soon as possible thereafter also notify the Engineer.

3.06 CORRECTION OF WORK

(a) BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Engineer or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and

whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense.

(b) AFTER SUBSTANTIAL COMPLETION

In addition to the Contractor's obligations under Section 1.03, if within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Engineer, the Owner may correct it in accordance with Section 2.4. The Contractor shall bear all costs of correcting any and all Work not complying with this warranty, and the Contractor and its Surety shall indemnify the Owner for all costs, expenses, losses, and/or damages incurred by the Owner, including attorneys' fees, additional testing and inspections and compensation for the services and expenses of the Engineer made necessary thereby. This warranty is in addition to any other warranty or remedy provided elsewhere in the Contract Documents and shall survive the expiration of any such other warranty, acceptance of a final payment for the Work, and the termination of the Contract for Construction.

- (c) The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- (d) The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 3.06
- (e) The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- (f) The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- (g) Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

The Contractor expressly warrants that his work shall be free from any defects in materials or workmanship and agrees to correct any such defects which may appear in such materials or workmanship within two years or the term of the maintenance bond, whichever is longer, following the final acceptance of the work by the Owner, such final acceptance to be evidenced by an appropriate resolution of the governing body in the case of municipal corporation, quasi municipal corporation, municipal board, municipal commission or other municipal authority or by the issuance of final

payment in the case of any Owner other than a municipal corporation, quasi municipal corporation, municipal board, municipal commission or other municipal authority.

- (h) Neither the acceptance of the completed work nor payment therefore shall operate to release the Contractor or his surety or sureties from any obligation or obligations under this contract or the bonds required under these Contract Documents.

3.07 PUBLIC UTILITIES

The contract drawings indicate the approximate location of known overhead and subsurface utilities in the vicinity of the work. The bidder is advised to investigate and ascertain for himself all the facts concerning the actual location of these utilities.

The Contractor shall cooperate with the utility Owners in the adjustment of their facilities and shall notify the utility Owners not less than ten (10) days in advance of the time he proposes to perform any work that will endanger or affect their facilities.

The Contractor shall permit the Owners of utilities, or their agents, access to the site of the work at all times in order to relocate, construct or protect their lines and he shall cooperate with them in performing this work.

Separate payments will not be made for the following:

1. Coordination and cooperation of the Contractor with the utility companies, nor for the protection or replacement of utilities as specified hereinbefore.
2. Damages for delay caused by conflicts with utilities outside the jurisdiction of the Owner (ex: gas mains, telephone or electric lines, county storm sewer, water mains, etc.).

The bidder shall include all such costs in the prices bid for the various scheduled items in the Bid form.

3.08 PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of his work and shall protect Owner's property from injury or loss arising in connection with his work. He shall also protect all adjacent property as provided by law, and shall be responsible for all injury to property and existing structures sustained during the prosecution of his work, including delivery to the site of the equipment, materials and supplies. He shall repair and replace any such damage, injury or loss equal or better than the condition of the item prior to the Contractor's action.

All passageways, guard fences, light and other facilities required for protection by local authorities or local conditions must be provided and maintained.

3.09 CONTRACTOR TO ACT IN AN EMERGENCY

In case of any emergency which threatens loss or injury of property, and/or safety of life, the Contractor is required to act as he sees fit. He shall notify the Engineer thereof immediately thereafter.

3.10 EXTRA WORK

The Contractor further agrees that the Engineer may make such alterations as he may see fit in the form, dimensions, plans for materials of the work, materials and supplies bid upon or any part thereof, either before or after work. If such alterations diminish the quantity of the equipment, materials and supplies to be furnished and delivered to the site or work to be executed, they shall not constitute a claim for damages for anticipated profits

on the work that may be dispensed with. If the extra work, change or alteration increases the amount of work to be performed or equipment, they shall be paid for at the price bid. If prices for such extra work are not included in the lump sum prices or unit prices bid, the Contractor hereby agrees to furnish the necessary materials and perform such labor as extra work, and agrees to accept in full payment therefore a price which shall be fixed by the Engineer previous to its commencement. The basis of such price will be the estimated actual cost of materials, labor, equipment, and a maximum 10% overhead plus a maximum 10% profit. Contractor shall furnish a detailed cost breakdown for proposed extra work for review by the Engineer. The Owner and/or Engineer has the sole authority to unilaterally direct extra work to be performed on a force account basis. The basis of payment for force account work shall be the actual cost of the materials, labor and equipment, and a maximum 10% overhead plus a maximum 10% profit. Contractor shall furnish a detailed cost estimate of the extra work to be paid by force account previous to its commencement. Contractor shall submit daily or shift reports for actual force account costs. Payment for markup on subcontracted work shall be at a maximum rate of 5% of the total amount for all costs on the subcontracted work, for both fixed price and force account extra work. Change Orders and Open End Contracts will be in accordance with N.J.A.C. 5:30-11 et seq.

The Contractor shall not be entitled to receive payment for any extra work unless the same is certified in writing by the Engineer.

3.11 DISPUTE RESOLUTION

For construction contracts, the Owner and Contractor agree that in the event of a dispute arising under this contract, it shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a Court for adjudication. Nothing in this section shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered to pursuant to N.J.S.A. 40A:11-1 et seq. (Local Public Contracts Law).

Notwithstanding industry rules or any provision of law to the contrary, whenever a dispute concerns more than one contract, such as when a dispute in a contract involving design, architecture, engineering or management, upon demand of a contracting party, other interested parties to the dispute shall be joined unless the arbitrator or person appointed to resolve the dispute determines that such a joinder is inappropriate. Notwithstanding industry rules or any provision of law to the contrary, whenever more than one dispute of a similar nature arises under a construction contract, or related construction contracts, upon demand of a contracting party, the disputes shall be joined unless the arbitrator or person appointed to resolve the dispute determines that the disputes are inappropriate for joinder.

During any dispute the Contractor shall diligently proceed with completing the contract unless otherwise directed, in writing, by the Owner or Engineer.

4.0 CONTRACTOR'S PERSONNEL

4.01 PERSONAL ATTENTION

The Contractor shall give his personal supervision to the prosecution of the work, or have a competent representative on the work who shall have written authority to carry out the requirements of the Contract Documents. He shall also supply all manpower, materials and equipment as they may be required in the furnishing and delivery to the site of the proposed work, the equipment, materials and supplies bid upon.

4.02 CONTRACTOR'S SUPERINTENDENT

The Contractor shall employ a full time, competent, English-speaking superintendent on the Project, who shall be continually present on the project site whenever work is in progress. Such a superintendent shall be satisfactory to the Owner and Engineer and shall not be removed or replaced without due notice being given the Owner and Engineer. The Superintendent shall have full authority to act for the Contractor without the need to consult any higher level of authority and communications given to the superintendent shall be as binding as if given to the Contractor.

4.03 LABOR LAWS

The Contractor and any Subcontractors shall comply with all the requirements of the Labor Laws of the State of New Jersey applicable to contracts on behalf of this Owner for construction, alteration or repair of any building or public work, including particularly, but without limitation of the foregoing, the provisions of N.J.S.A. 10:2-1 to 10:2-4, inclusive and N.J.S.A. 34:11-56.25 et seq, New Jersey Prevailing Wage Act.

The Contractor hereby agrees to comply in all respect with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. as amended. A copy of the prevailing wage rates pertaining to the work and issued by the New Jersey Department of Labor entitled, "Prevailing Wage Rate Determination" is on file in the Engineer's office and is included herein. Pursuant to N.J.S.A. 34:11-56.25 et seq. – New Jersey Prevailing Wage Act, no public works contract may be awarded to any contractor and subcontractor or to any firm, corporation or partnership in which they have an interest on the attached disbarred bidders list located at the end of this specification, until expiration date given. Workmen shall be paid not less than such prevailing wage rate.

In accordance with N.J.A.C. 12:60-9.1, if the Contractor who makes the lowest bid for the contract is 10% or more under the amount of the next lowest bid, they must, prior to the award, certify to the Owner via the "Lowest Bidder Prevailing Wage Certification" that the prevailing wage rates required by the Prevailing Wage Act shall be paid in performing the work under the contract. If the Contractor does not provide the Certification required prior to the award of the contract, the Owner shall award the contract to the next lowest responsible and responsive bidder.

Before final payment is made by or on behalf of the Owner of any sum or sums due to the work, the Contractor or Subcontractor shall file with the treasurer of the Owner, written statements in form satisfactory to the Commissioner of Labor certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workmen for wages due on account of the work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the Contractor or Subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of Labor or his duly authorized representative.

Contractors or Subcontractors performing public work of a public body subject to the provisions of this act shall post the prevailing wage rates for each craft and classification involved as determined by the Commissioners of Labor including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at such place or places as are used by them to pay workmen their wages.

In the event it is found that any workmen, employed by the Contractor or any Subcontractor, on this project, has been paid a rate of wages less than the prevailing wage required, the Department of Labor along with the Owner 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 a failure to pay required wages and to prosecute the work to completion or otherwise, the Contractor and his surety(ies) shall be liable to the Department of Labor along with the Owner for any excess costs occasioned thereby.

Prior to final payment, the Contractor shall be required to execute and deliver an Affidavit of Compliance in a form provided by the Engineer, as required by the Act.

4.04 CONTRACTOR'S EMPLOYEES

All workmen must be competent and fully qualified in the type of work to be performed. Any employee of the Contractor, who is found by the Engineer to be incompetent, or who is performing his work in an unsightly manner or contrary to the specifications or the Engineer's instructions, or who is disorderly, shall be removed from the project and shall not again be employed on the project without the Engineer's consent.

4.05 EIGHT HOUR DAY: PREVAILING WAGE RATE

All mechanics, workers, laborers, employed or engaged in the work hereunder shall work no more than eight (8) hours in any one day. In case of necessity for the protection of property or human life, mechanics, workmen and laborers may be employed for longer periods than eight hours per calendar day, if paid extra compensation on the basis of eight hours, constituting a days work, in accordance with the Prevailing Wage Act, N.J.S.A. 34:11-56-25 et seq., and all State and Federal laws.

4.06 PAYMENT OF EMPLOYEES

The Contractor and each of his Subcontractors shall pay each of his employees engaged in work on the project under this contract in full (less deductions made mandatory by law) in legal tender and not less often than once each month.

4.07 SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the Department of Labor, Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (P.L.91-596) and under Section 107 of the Contract Work Hours and Safety Standards for Construction (P.L.91-54).

4.08 ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons (incl. employees) and property. The safety provisions of applicable laws, buildings and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Association General Contractors in America and Part VI "Temporary Traffic Control" of the U.S. Dept. of Transportation. Federal Highway Administration "Manual on Uniform Traffic Control Devices", latest edition, whichever is more stringent to the extent that such provisions are not in contravention of applicable law. Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances and methods and for any damage which may result from their failure for their improper construction, maintenance or operation. The cost of "Accident Prevention" shall be included in the lump sum or unit price bid whichever is applicable.

5.0 MATERIALS

5.01 CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by Subcontractor that are subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work.

5.02 ROYALTIES AND PAYMENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringements of any patent rights and shall save the Owner harmless from loss or account thereof.

5.03 USE OF DOMESTIC MATERIAL

In the performance of the work, the Contractor and all Subcontractors shall use only manufactured materials and farm products of the United States of America, wherever available.

All Contractors and Subcontractors shall comply with the provisions of N.J.S.A. 40A:11-18, which relate to the use of domestic materials.

5.04 ORDERING MATERIALS

Before ordering materials, the Contractor shall obtain the Engineer's approval of their conformity to the specifications. In the case of concrete aggregate, and similar materials, samples must accompany the request for approval. The Contractor must forward to the Engineer copies of all shipping lists, invoices or delivery slips accompanying such deliveries.

5.05 SAMPLES

The Contractor shall submit to the Engineer any samples of materials before or during the progress of the work that may be required by the Contract Documents and all materials and workmanship must be equal in every respect to the samples submitted and approved.

5.06 SHOP OR SETTING DRAWINGS

- (a) The Contractor shall submit promptly eight copies, of which two will be returned to the contractor, of each shop or setting drawings prepared in accordance with the schedule predetermined under the provisions of the preceding paragraph hereof with the Contractor's approval stamp and date thereon. After examination of such drawings by the Engineer, and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with eight corrected copies. If requested by the Engineer, the Contractor must furnish additional copies, regardless of corrections made in or approval given to such drawings by the Engineer. The Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the drawings and specifications unless he notified the Engineer in writing of any deviations, at the time he furnished such drawings. Shop drawing requirements as detailed within the technical specifications and scope of work shall govern should they be in conflict with the General Conditions.
- (b) The Contractor shall likewise submit, in writing, the type, kind and name of the manufacturer of all materials to be used in the work for the written approval of the Engineer prior to the installation of same.
- (c) Any equipment or materials installed without this written approval of the Engineer will be required to be removed by the Contractor at his own expense and replaced with equipment and materials as approved.

5.07 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor will be furnished additional instructions and detail drawings to carry out the work included in the contract as required. The additional drawings and instructions thus supplied, to the Contractor, will coordinate with the contract documents and will be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

The Contractor and the Engineer will prepare, jointly (a) a schedule fixing the date at which special drawings will be required and by whom they will be made, such drawings, if any, to be furnished by the Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop or setting drawings; the beginning of manufacture, testing and installation of materials, supplies and equipment and the completion of the various parts of the work, each such schedule to be subject to change from time to time in accordance with the progress of the work.

5.08 OR EQUAL CLAUSES

Wherever in these contract documents a particular brand, make of materials, device or equipment is shown or specified, such brand, make of material, device or equipment should be regarded merely as a standard.

When a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim.

Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.

If two or more brands, makes of material, devices or equipment are shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, devices or equipment, which in the opinion of the Engineer is the recognized equal of that specified, considering quality, workmanship and economy of operation, and is suitable for the purpose intended, will be accepted. All material and workmanship shall, in every respect be in accordance with what, in the opinion of the Engineer is in conformity with approved modern practice.

Whenever the drawings, specifications or other contract documents or the direction of the Owner or its authorized agent admit of doubt as to what is permissible, and/or fail to note the quality of any work, that interpretation will be made by the Engineer which is in accordance with approved modern practice to meet the particular requirement of the contract.

In all cases, new materials shall be used unless this provision is waived by notice from the Engineer.

5.09 SUBSTITUTIONS

After the execution of the contract, substitution of equipment or materials of makes other than those named in the contract will be considered for one reason only. That the equipment proposed for substitution is superior or equal in construction and/or efficiency to that named in the contract.

Complete data, to include: shop drawings, specifications, performance curves, test results, list of similar installation with years of service, operating and maintenance instruction, a statement that the Contractor agrees to pay all costs that will result directly or indirectly from acceptance of the substitute, and all other necessary information; shall be submitted in triplicate to enable the Engineer to evaluate the proposed substitution equipment or material. The determination as to whether or not such changes will be permitted rests solely with the Engineer.

The Contractor shall take and assume full responsibility and bear any extra expense or cost incurred by changes advocated by him. Those costs include, but are not limited to, review time by the Engineer or the Engineer's Consultants, costs of redesign, and claims of other contractors affected by the resulting change. It will be assumed that the cost to the Contractor of the equipment or materials proposed to be substituted is less than the equipment or materials named in the contract, and if the substitution is approved, the contract price shall be reduced by an amount equal to the savings.

5.10 MATERIAL SAFETY DATA

In accordance with the requirements of N.J.S.A. 34:5A-1 et seq., “Workers and Community Right to Know Act”, the State Department of Health has adopted a Workplace Hazardous Substance List (N.J.A.C. 8:59-9) which includes substances that pose a threat to the health and safety of employees. Therefore, under the provisions of N.J.A.C. 8:59-7, the contractor must furnish the Owner a “Material Safety Data Sheet” for each product which is supplied to the Owner which contains a substance listed on the Hazardous Substance List (N.J.A.C. 8:59-9). The Owner reserves the right to request a copy of the applicable Material Safety Data Sheet be forwarded with the delivery of each product. Furthermore, under the provisions of N.J.A.C. 8:59-5, each product shall have a label affixed or stenciled onto any container that contains any substance listed on the Hazardous Substance List (N.J.A.C. 8:59-9).

6.0 INSPECTION AND TESTING

6.01 INSPECTION

The Contractor shall afford every facility for inspection of the equipment, materials and supplies at all times by the Engineer prior to the delivery of same to the site of the work. All equipment, supplies and materials shall be tested in the presence of the Engineer, if so desired.

Any equipment, materials, supplies or workmanship deemed of inferior quality, or not in accordance with the finally approved specifications, brought to or incorporated in the work may be rejected by the Engineer. The equipment, materials and supplies and workmanship may be re-inspected at any time, prior to delivery to the site of the proposed improvements. The Contractor shall bear all the expense of testing materials.

When construction is not continuous through the normal work week, (Monday through Friday), Contractor must notify the Engineer at least 24 hours in advance of any stopping or starting of the work. Notification may be by writing, telephone, facsimile, telegraph or personal visit to the Engineer’s listed office.

Contractor shall notify Engineer at least forty-eight (48) hours in advance to any work on Saturdays. There will be no work permitted on Sundays or holidays. If the project receives inspection by the Engineer, the normal working hours for the Engineers inspector are from 7:30 a.m. to 4:00 p.m., Monday through Friday. Any overtime inspection costs for the Engineers inspector which are avoidable shall be reimbursed by the Contractor.

Should the contractor have an emergency or need to cancel scheduled work, notification of the cancelled work must be received by the Engineer’s inspector no later than 6:00 am the morning of the cancellation. Failure of the contractor to provide the required notification will require the contractor to pay for eight (8) hours of inspection at the rate of the Engineer’s local inspector. The costs for cancellation of inspection without the required notification will be deducted from the contractor’s payment application.

As the Owner is only paying for the contract time in the Contract Documents, the Contractor shall be responsible for all costs of inspection and contract management beyond the contract time limits, unless a written extension of time has been granted by the Owner. These costs are in addition to any liquidated damages that may be charged to the Contractor.

6.02 DAILY REPORTS

On a daily basis, the Contractor shall have his Authorized Representative complete, sign and present the Engineer with a Certificate of Site Safety Conditions, attached hereto as Form GC-6.02S.

At the Engineers discretion, the Contractor may be directed to furnish a daily report, on a form, which will include the date, the weather, a general description of the work performed, line item quantities involved, number and skill type of workers, equipment utilized, location of work, and any pertinent remarks affecting the work.

6.03 INSPECTORS

The work shall be conducted under the general observation of the Engineer through such Inspectors as the Engineer employs. Inspectors are stationed on the site of the work to represent the Engineer and to report to him concerning the observation of progress of the work and the workmanship and materials being furnished. Such Inspectors shall inform the Engineer and the Contractor when they observe that work being performed and/or the materials being furnished do not conform to the requirements of the Contract Documents. Such observation, if and when provided, shall not relieve the Contractor of any responsibility to furnish materials and perform work in complete accordance with the requirements of the Contract Documents, nor does such observation create any duty or obligation to any employee or invitee of Contractor, any Subcontractor, or to any third party. The Contractor is prohibited from relying upon the Engineer's site inspections or raising the engineer's observations as a defense to claims of defective work.

The Inspector is not authorized to revoke, alter, enlarge, relax or release any requirements of the Contract Documents or to issue instructions contrary to the Contract Documents.

6.04 ACCESS TO THE WORK

The Contractor shall furnish the Engineer with every reasonable facility for observing the work as performed.

The Engineer shall have the right to inspect all work done and all materials furnished either in the field or at the point of manufacture. The Contractor shall furnish or cause to be furnished safe access at all times to the places where preparation, fabrication or manufacture of materials and/or construction of the work is in progress.

When the Engineer or his representative are in or about the premises mentioned above in the course of their duties, they shall be deemed conclusively to be an invitee of the Contractor. If the Contractor is not the Owner of the premises mentioned above, the Owner thereof shall be deemed an agent of the Contractor with respect to the obligation assumed hereby. The Contractor or his agent, as described above, shall be liable for the payment of claims for injuries, damages, etc, for death of the Owner or his representative due to the negligence on the part of the Contractor or his agent.

6.05 COVERING UNINSPECTED WORK

If any work be buried, covered or otherwise concealed prior to observation by Engineer or contrary to the orders and direction of the Engineer and such work is not subject to testing and approval by any acceptable alternate method it must, if required by the Engineer, be uncovered for examination. Such uncovering and all necessary restoration regardless of the final acceptability of the work, uncovered, shall be at the expense of the Contractor.

6.06 TESTING MATERIALS

Except as may be provided elsewhere, tests or analysis of materials which are usually tested after delivery to the site, such as concrete aggregate, mixed-in-place concrete, and similar materials; will be performed by the Engineer or testing laboratories which will be approved by the Engineer and selected and paid for by the Contractor. The preliminary testing of concrete mixtures and tests or analysis of other materials, samples of which are to be submitted prior to delivery, will also be performed by the laboratory and paid for by the Contractor at the Engineer's request.

If the Engineer orders sampling and analysis or tests of materials which are usually accepted on certification of the manufacturer but which appear defective or not conforming to the requirements of the Specifications, the Contractor will bear the reasonable costs of sampling, transportation, tests and analysis.

7.0 PAYMENTS

7.01 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Engineer an estimated construction progress schedule in form satisfactory to the Engineer, showing proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor shall update the schedule each time a change is approved, but at a minimum every 30 days. An updated schedule shall be submitted with the Contractor's payment application. Should a payment application be submitted without an updated schedule, payment processing may be delayed. The Contractor shall also furnish the Engineer (a) a detailed estimate giving a complete breakdown of the contract price on Lump Sum Contracts and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules are to be used in determining the basis of partial payments.

Approval of the progress schedule by the Engineer does not modify the Contract or constitute Acceptance of the feasibility of the Contractor's logic, activity durations, or assumptions used in creating the schedule. If the schedule reflects a completion date different than that defined by the date of Notice to Proceed and Contract Time, this does not change the specified completion date. If the Engineer approves a schedule that reflects a completion date earlier than that specified as the Contract Time, the Owner will not accept claims for additional Contract Time or compensation as the result of failure to complete the Work by the earlier date shown on the progress schedule. Float is the amount of time that an activity may be delayed from its early start without delaying Completion. Float belongs to the Project and is not for the exclusive use of the Contractor or the Owner.

7.02 PAYMENTS

Unless otherwise specified, on the first day of each month or within thirty (30) days thereafter, the Engineer will estimate approximately the value of the work performed, and equipment, materials and supplies delivered on the ground inspected and accepted during the preceding month, according to these specifications, less any retainage, and shall be certified by the Engineer for payment to the Contractor. The value of the work, as estimated, will be determined by the lump sum and/or unit price bid. Requests for payment for materials on hand shall be accompanied with receipted invoice from supplier. Prior to such payment being made, the Contractor shall execute an agreement, provided by the Engineer and Solicitor on behalf of the Owner, which details the conditions of payment.

If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable.

No request for payment shall be approved until a Certification of Site Safety Conditions showing no unsafe conditions for each day worked in the payment request period has been furnished by the Contractor. When the work performed under this contract has been completed by the Contractor and accepted by the Owner, the Engineer shall make a final estimate of the work and certify the same to the Owner which shall for causes herein specified, pay to the Contractor the balance due, excepting therefrom such sum as may be lawfully retained under any provisions of this contract. All prior estimates and payments including those relating to extra work shall be subjected to corrections by this payment.

The Owner shall pay the amount due to the prime contractor for each periodic payment, final payment or retainage monies not more than 30 calendar days after the billing date, except as provided herein, which for periodic billing shall be established at the pre-construction meeting and memorialized in the minutes of the pre-construction meeting. The billing shall be deemed approved and certified 20 days after the Owner or Owner's Representative receives it, as indicated by the date stamped received on the billing by the Owner or Owner's Representative, except as provided herein, unless the Owner or Owner's Representative provides, before the end of the 20 day period, a written statement of the amount withheld and the reason for withholding payment. The Owner is a public or governmental agency that requires the governing body to vote on authorizations for each periodic payment, final payment or retainage monies, the amount due may be approved and certified at the next scheduled public meeting of the Owner's governing body, and paid during the Owner's subsequent payment cycle.

7.03 RETAINAGE

The Contractor is advised that for contracts \$100,000.00 and under for improvement to real property, the sum of 10% of the amount due shall be held on each partial payment pending completion of the project.

The Contractor is advised that the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. are applicable if the total amount of the contract awarded for this project exceeds \$100,000.00. The provisions of N.J.S.A. 40A:11-1 et seq., provide that the Contractor may:

1. Agree to the withholding of payments in the manner prescribed in the contract, or may deposit with the contracting unit registered book bonds, entry municipal bonds, State bonds or other appropriate bonds of the State of New Jersey, or negotiable bearer bonds or notes of any political subdivision of the State, the value of which is equal to the amount necessary to satisfy the amount that otherwise would be withheld pursuant to the terms of the contract. The nature and amount of the bonds or notes to be deposited shall be subject to approval by the contracting unit. For the purposes of this section, "value" shall mean par value or current market value, whichever is lower.
2. Such agreement will be indicated by signing of estimate or payment certificates unless written communication to the contrary is made to the Owner and Engineer, or

If the Contractor agrees to the withholding of payments, the amount withheld shall be deposited, with a banking institution or savings and loan association insured by an agency of the Federal Government, in an account bearing interest at the rate currently paid by such institutions or associations on time or savings deposits. The amount withheld, or the bonds or notes deposited, and any interest accruing on such bonds or notes, shall be returned to the contractor upon fulfillment of the terms of the contract relating to such withholding. Any interest accruing on such cash withholdings shall be credited to the Owner.

Furthermore, N.J.S.A. 40A:11-1 et seq. provides that for contracts over \$100,000.00 for improvement to real property:

1. From the total amounts due as ascertained through a current Engineer's estimate will be deducted an amount equivalent to two percent (2%) of the amount due on each partial payment shall be withheld by the Owner pending completion of the contract.
2. Upon acceptance of the work performed pursuant to the contract for which the contractor has agreed to the withholding of payments pursuant to this section, all amounts being withheld by the Owner shall be released and paid in full to the contractor as required by law after final acceptance by the Owner, without further withholding of any amounts for any purpose whatsoever, provided that the contract has been completed as indicated.

7.04 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as the Contractor's release of the Owner from all claims and all liability to the Contractor, other than claims in stated amounts as may be specifically excepted by the Contractor, for all things done or furnished in connection with the work and for every act and neglect of the Owner, or Owners designee and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the contract documents, and/or arising out of performance of the work, and/or arising out of the obligations undertaken by the surety under performance, payment and/or maintenance bonds.

- (a) Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer will promptly make such inspection and, when the Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer will promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Engineer's final Certificate for Payment will constitute a further representation that conditions precedent to the Contractor's being entitled to final payment have been fulfilled.
- (b) Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Engineer (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- (c) If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
 - i. If more than one inspection for Final Completion is required, the Contractor will be billed and responsible for the professional fees and services of the Engineer.
 - ii. Following Substantial Completion, in the event the Contractor or its subcontractor fails to complete the list of items of the Work instructed by the Engineer to be corrected or completed within fourteen (14) days after the date of receipt of Certificate of Substantial Completion, the Owner may:

1. exercise any available remedies to correct or complete deficient work or retain a third party to correct or complete such work at the cost of the defaulting contractor; and
 2. retain and deduct from any payments or retention otherwise due to the defaulting contractor any fees and expenses for services required to be provided by the Engineer more than twenty-one (21) days after the Date of Substantial Completion.
- (d) The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
- i. liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
 - ii. failure of the Work to comply with the requirements of the Contract Documents; or
 - iii. terms of special warranties required by the Contract Documents.
- (e) Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

7.05 OWNER'S RIGHT TO WITHHOLD PAYMENTS

Owner may withhold from the Contractor as much of any approved payments due him, as may, in the judgment of the Owner, be necessary, to

- (a) Secure the payment of just claims then due and unpaid by any persons supplying labor or materials for the work.
- (b) Protect the Owner from loss due to defective work not remedied, or
- (c) Protect the Owner from loss due to injury to persons or damage to the work or property of other Contractors, Subcontractors or others caused by the act or neglect of the Contractor or any of his Subcontractors that the Owner may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payment for the amount of the Contractor.
- (d) Protect the Owner from enforcement action by others or from being in non-compliance with laws or regulations due to the failure of the Contractor to supply the Engineer and or Owner with Monthly Manning Reports, Certified Payroll Reports or other submittals required by the Engineer or Owner.

7.06 COSTS OF ENGINEERING AND INSPECTION

There will be deducted from the contract and retained by the Owner an amount to defray the cost of wages and overhead paid by the Owner to the Resident Engineer, Inspector or Inspectors employed on the work for any avoidable time in excess of eight (8) hours per day or on Saturdays, Sundays or legal holidays. This amount shall be determined at the rate of the hourly rate contract with the Owner per man hour for each Inspector or Resident Engineer for, in excess of 8 hours per day and at the rate of the hourly rate contract with the Owner per man hour for Saturday, Sunday and Holidays for each Inspector or Resident Engineer.

In addition, there will be deducted from the contract and retained by the Owner an amount equal to the cost paid by the Owner to the Engineer, for all inspection and contract administration performed in excess of the completion time stipulated for the contract, or as amended by approved change orders.

7.07 LIENS

Final payment of retained percentage shall not become due until the Contractor, shall furnish the Owner a complete release of liens arising out of his contract, or receipts in full, in lieu thereof covering claims of any kind or character for work or labor done, or labor or materials furnished by the Subcontractor, materialmen, persons or corporations whatsoever. The form attached entitled "Full Release and Waiver of Liens" shall be submitted with the final voucher prior to final payment.

7.08 PREVAILING WAGE PAYMENT CERTIFICATE

The form attached hereto, entitled "Prevailing Wage Payment Certification" shall be executed by the Contractor and submitted with the final voucher prior to final payment.

7.09 CERTIFIED PAYROLL REPORTS

The Contractor shall submit original certified payroll reports within 10 days of the payment of wages to the Owner with a copy to the Owners designee, in compliance with N.J.A.C. 12:60.

8.0 VALUE ENGINEERING CONSTRUCTION CHANGE ORDERS

8.01 IMPLEMENTATION OF VALUE ENGINEERING

In accordance with N.J.S.A. 40A:11-16.6 a contractor may submit a Value Engineering Construction Proposal (VECP) after the award of a contract for a project for structures or other improvements to real property, other than work affecting a public building, that exceed \$5,000,000. This includes most public works projects, such as utility and environmental systems, road construction and repair, etc., but not building construction, improvements, or renovation. A VECP is a cost reduction proposal based on analysis by a contractor of the functions, systems, equipment, facilities, services, supplies, means and methods of construction, and any other item needed for the completion of the contract consistent with the required performance, quality, reliability, and safety.

8.02 STATUTORY PROVISIONS

- a. Value engineering construction change orders shall not be used to impair any of the essential functions, or characteristics of the project, or any portion of the work involved.
- b. The contractor shall submit a value engineering construction proposal that completely describes the changes to the original specifications or proposal, impact on other project components, advantages and disadvantages of the proposed change, cost estimates and calculations on which they are based, any impact on the contract time schedule, and any other relevant information that the contracting unit may require in order to review the value engineering construction proposal. The contractor's cost for developing the value engineering construction proposal shall not be eligible for reimbursement by the contracting unit.
- c. The contractor shall be liable for all reasonable costs incurred by the contracting unit for the technical evaluation and engineering review of a value engineering construction proposal presented by the contractor.
- d. The contracting unit's engineer shall prepare a written report for the governing body that shall evaluate the value engineering construction proposal, make a recommendation on whether or not it should be accepted, rejected, or modified, and state to the contracting unit and contractor the amount of any projected cost savings.

- e. The proposal shall not be approved unless the engineer reports to the governing body that the proposal appears consistent with the required performance, quality, reliability, and safety of the project and does not impair any of the essential functions, or characteristics of the project, or any portion of the work involved.
- f. The contracting unit shall have the sole discretion to approve or disapprove a value engineering construction proposal.
- g. The contractor and the contracting unit shall equally share in the cost savings generated on the contract as a result of an approved value engineering construction change order. Once the project is completed, the contracting unit's engineer shall verify the cost savings to reflect the actual cost of the work, and such verified cost saving shall be the basis for the savings shared equally with the contractor.
- h. The contractor shall have no claim against the contracting unit as a result of the contracting unit's disapproval of a value engineering construction proposal.

8.03 PROCEDURES

An initial submission is required to use the Value Engineering process. The initial proposal shall outline the general technical concepts associated with the proposal and the estimated savings that will result.

The initial proposal will be reviewed by the Owner and, if found to be conceptually acceptable, approval to submit a final proposal will be granted by the Owner. A finding of conceptual acceptability of the initial proposal in no way obligates the Owner to approve the final proposal. The Contractor shall have no claim against the Owner as a result of the rejection of any such final proposal.

Final proposals will be considered only after Owner approval of the initial proposal.. Final proposals will not be considered if submitted after 50 percent completion of the Work has occurred, based on monthly estimates amounting to more than 50 percent of the total Contract price (subject to any approved adjustments), unless the remaining Contract Time is one year or more.

Proposals will not be considered that change the following:

- a. The type, thickness, or joint designs of a concrete, or HMA surface, intermediate, or base course.
- b. The types and thicknesses of the unbound materials underlying a concrete, or HMA surface, intermediate, or base course.
- c. The basic design of bridges, defined as the type of superstructure and substructure, span length type and thickness of deck, type of beam and arrangement, geometrics, width, and underclearance.
- d. The basic design of retaining walls.
- e. The basic design of overhead sign supports and breakaway sign supports.
- f. The type of noise barriers.
- g. Special architectural aesthetic treatments of structures.

All proposals for changes to bridges and structures shall conform to the current AASHTO Standard Specifications for Highway Bridges as modified by the NJDOT Design Manual for Bridges and Structures.

As a minimum, the following materials and information shall be submitted with each final proposal plus any additional information requested by the Owner:

- a. A statement that the final proposal is submitted as a Value Engineering proposal.

- b. A description of the difference between the existing Contract requirements and the proposed change, and the comparative advantages and disadvantages of each, including considerations of safety, service life, economy of operations, stage construction, ease of maintenance, and desired appearance.
- c. Complete plans, specifications, and calculations showing the proposed revisions relative to the original Contract features and requirements. If the proposal is approved, the Contractor shall submit drawings, in ink, on polyester film such as Mylar or Herculene, 4 mils thick, matted on both sides except as follows:
 - (1) Structural drawings may be submitted in pencil.
 - (2) Electrical drawings may be matted on one side and may be submitted in pencil.
 - (3) Cross-section sheets may be 3 mils thick and may be matted on one side.All plans and engineering calculations shall bear the signature of a Professional Engineer licensed to practice in the State.
- d. A complete cost analysis indicating the final estimated costs and quantities to be replaced by the proposal, the new costs and quantities generated by the final proposal, and the cost effects of the proposed changes on operational, maintenance, and other considerations.
- e. A specific date by which a Change Order adopting the final proposal must be executed so as to obtain the maximum cost reduction during the remainder of the Contract. This date must be selected to allow the Owner ample time, usually a minimum of 45 days, for review and processing a Change Order. Should the Owner find that insufficient time is available for review and processing, it may reject the final proposal solely on such basis.
- f. A statement as to the effect the final proposal has on the Contract Time.
- g. A description of any previous use or testing of the final proposal on another Owner project or elsewhere and the conditions and results therewith. If the final proposal was previously submitted on another Owner project, indicate the date, the project, and the action taken by the Owner.
- h. The proposal shall not be experimental in nature but shall have been proven to the Owner's satisfaction under similar or acceptable conditions on another Owner project or at another location acceptable to the Owner.

Proposals will be considered only after Award of Contract and only when all of the following conditions are met:

- a. The Contractor is cautioned not to base any bid prices on the anticipated approval of a proposal and to recognize that such proposal may be rejected. In the event of rejection, the Contractor is required to complete the Contract according to the original Plans and Specifications and the prices initially bid and accepted by the Governing Body.
- b. All proposals, approved or not approved by the Owner for use in the Contract, apply only to the ongoing Contract or Contracts referenced in the proposal. The proposals shall become the property of the Owner and shall contain no restrictions imposed by the Contractor on their use or disclosure. The Owner will have the right to use, duplicate, and disclose in whole or in part any data necessary for the utilization of the proposal. The Owner retains the right to use any accepted proposal or part thereof on any other or subsequent project without any obligation to the Contractor. This provision is not intended to deny rights provided by law with respect to patented materials or processes.

- c. If the Owner already has under consideration certain revisions to the Contract that are subsequently incorporated in a proposal, the Owner will reject the Contractor's proposal and may proceed with such revisions without any value engineering obligation to the Contractor.
- d. The Contractor shall make no claim against the Owner or Owner's agents for any costs or delays due to the Owner's rejection of a proposal, including but not limited to development costs, anticipated profits, or increased materials or labor costs resulting from delays in the review of such proposal.
- e. The Engineer will determine whether a proposal qualifies for consideration and evaluation. The Owner may reject any proposal which is not consistent with the basic design criteria for the Project.
- f. The Engineer may reject all or any portion of Work performed pursuant to an approved proposal if the Engineer determines that unsatisfactory results are being obtained. The Engineer may direct the removal of such rejected Work and require the Contractor to proceed according to the original Contract requirements without reimbursement for any Work performed under the proposal, or for its removal. Where modifications to the proposal are approved to adjust to field or other conditions, reimbursement is limited to the total amount payable for the Work at the Contract prices as if it were constructed according to the original Contract requirements. Such rejection or limitation of reimbursement does not constitute the basis of any claim against the Owner for delay or for any other costs.
- g. Proposals will be considered only if equivalent options are not already provided in the Contract Documents.
- h. The proposal shall be made based on items of work scheduled to be done by the Contractor. Anticipated cost savings based on revisions of utility relocations or other similar items to be done by others will not be considered. Proposals that may increase the cost of Work done by others may be considered.
- i. If additional information is needed to evaluate proposals, this information must be provided in a timely manner. Such additional information could include, where design changes are proposed, results of field investigations and surveys, design computations, and field change sheets.

The contracting unit's engineer shall prepare a written report for the governing body that shall evaluate the value engineering construction proposal, make a recommendation on whether or not it should be accepted, rejected, or modified, and state to the contracting unit and contractor the amount of any projected cost savings.

- a. The proposal shall not be approved unless the Engineer reports to the Owner's governing body that the proposal appears consistent with the required performance, quality, reliability, and safety of the project and does not impair any of the essential functions, or characteristics of the project, or any portion of the work involved.
- b. If the Owner fails to respond to the final proposal by the date specified, the Contractor shall consider the final proposal rejected and shall make no claim against the Owner as a result thereof.
- c. The Owner shall have the sole discretion to approve or disapprove a value engineering construction proposal.

If the proposal is accepted, the changes will be authorized by Change Order. Payment will be made as follows:

- a. The changes will be incorporated into the Contract by adjustments in the quantities of Pay Items, agreed upon Extra Work Items or by Force Account, as appropriate, according to the Specifications.
- b. Once the project is completed, the contracting unit's engineer shall verify the cost savings to reflect the actual cost of the work, and such verified cost saving shall be the basis for the savings shared equally with the contractor. The costs of such verification shall be borne equally by both parties.
- c. The Owner's costs for review and processing of the proposal will be deducted from the savings. The cost of the Engineer to verify the savings shall be apportioned equally between the parties.
- d. A Contractor's costs for development, design, and implementation of the proposal are not eligible for reimbursement.
- e. The Contractor may submit proposals for an approved Subcontractor, provided that reimbursement is made by the Owner to the Contractor and that the terms of the remuneration to the Subcontractor are satisfactorily negotiated and accepted before the proposal is submitted to the Owner. Subcontractors may not submit a proposal except through the Contractor.

9.0 DIFFERING SITE CONDITIONS PROVISIONS (N.J.S.A. 40A:11-16.7)

a. Differing Site Conditions Provisions:

- (1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.
- (2) Upon receipt of a differing site conditions notice in accordance with Section 9.0(a)1 of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.
- (3) If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.
- (4) (a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.
- (b) If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.
- (c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.

- (5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.
- (6) As used in this subsection, “differing site conditions” mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

b. Suspension of Work Provisions:

- (1) The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.
- (2) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit’s control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days’ written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefore.
- (3) Upon receipt of the contractor’s suspension of work notice in accordance with Section 9.0(A)2 of this subsection, the contracting unit shall promptly evaluate the contractor’s notice and promptly advise the contractor of its determination on how to proceed in writing.
- (4) (a) If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.
- (5) Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit’s ability to adequately investigate and defend against the claim.

c. Change in Character of Work Provisions:

- (1) If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.

- (2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.
- (3) (a) If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.
- (4) As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.

d. Change in Quantity Provisions:

- (1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.
- (2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.
- (3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.
- (4) (a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.

(b) For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."

PREVAILING WAGE PAYMENT CERTIFICATION

This form must be executed by Contractor and submitted with final voucher prior to final payment.

PROJECT _____

TO _____
(NAME OF OWNER AS IT APPEARS IN CONTRACT)

RE: Contract for Certification of Contractor of Payment of Prevailing Wages to Workmen Pursuant to New Jersey Prevailing Wage Act. Chapter 150 Laws of 1963 of New Jersey and all other claims.

The undersigned Contractor hereby certifies that any and all workmen employed by the undersigned Contractor and all Subcontractors have been paid in full and prevailing wages for their respective crafts or trades as determined and computed by the Commissioner of Labor and Industry, of the State of New Jersey, and that all suppliers and material men have been paid in full all amounts claimed by them, and there remains no outstanding claim, lien, or dispute; nor any contingent claim by any of the foregoing:

DATED: _____
CONTRACTOR

STATE OF NEW JERSEY

COUNTY OF _____

_____, being duly sworn according to law, upon his oath disposes and says that he is the _____ (Owner-pres. or authorized agent) of _____ (name of corporation) that he has read the aforesaid statement of certification and knows the content thereof, and that the same is true of his own knowledge and this affidavit is being executed by him pursuant to the New Jersey Prevailing Wage Act (Chapter 150 of Laws of 1963).

Signature

Sworn and subscribed to
before me this _____ day of _____ 20____,

Notary Public of New Jersey

CERTIFICATION OF SITE SAFETY CONDITIONS

Form GC-6.02S

TOWN: _____ PROJECT
NAME: _____
COUNTY: _____ JOB #: _____

I hereby certify that site safety conditions and the means and methods of construction have been and are in accord with the provisions of the Contract Documents and all requirements contained and referenced therein since the last executed Certificate of Site Safety Conditions, except as noted:

- | | |
|---|---|
| ☐ Unsafe Trench Condition | ☐ Unsafe Entry to Live Manhole |
| ☐ Unsafe Traffic Control | ☐ Unsafe Equipment |
| ☐ Inadequate Fall Protection | ☐ Proximity to Electric |
| ☐ Other _____ | |

☐ None _____

Comments/Resolutions _____

Contractor: _____

by: _____
Authorized Representative

I executed this form at _____ on _____.
Time Date

FULL RELEASE AND WAIVER OF LIENS

WHEREAS, the undersigned is a subcontractor, supplier or other person furnishing work, services, materials or equipment upon real estate owned by TOWNSHIP OF EVESHAM in EVESHAM TOWNSHIP, State of New Jersey in furtherance of that certain CENTER FOR THE ARTS SITE IMPROVEMENTS (RE-BID) sponsored by the TOWNSHIP OF EVESHAM (hereinafter referred to as "Owner").

Receipt is acknowledged of \$ _____, which represents full payment, for work, services, materials and/or equipment furnished and installed by us at the above referenced project, the undersigned does hereby waive, release and relinquish the Owner and the Building/Land from any and all claims and/or construction liens pursuant to N.J.S.A. 2A:44A-1 *et seq.* relating to this Project, to the extent of \$ _____.

We agree to hold the Owner and the Building/Land harmless against any claim made or lien filed by any of our material suppliers and subcontractors who performed work or supplied materials for the Project to-date.

In addition, the undersigned warrants: (a) that any claims for payment for work, services, materials and/or equipment furnished in the construction or repair of the aforesaid real estate and improvements have not been assigned; (b) that all laborers, subcontractors and suppliers of the undersigned who have furnished work, services, materials and/or equipment in the construction or repair of the aforesaid real estate and improvements have been fully paid and that none of such laborers, subcontractors or suppliers have or will have any claim, demand or lien against the aforesaid real estate and improvements; and (c) that no financing statement, chattel mortgage, security interest, conditional bill of sale or retention of title agreement has been given or executed or will be given or executed for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed, or to be placed upon or installed, in the aforesaid real estate and improvements by the undersigned.

IN WITNESS WHEREOF, the undersigned has executed and sealed this Full Release and Waiver of Liens this ____ day of _____, 20__.

Paid to date: \$ _____

NAME OF SUBCONTRACTOR/SUPPLIER: _____

By: _____

Title: _____

Sworn and subscribed to

before me this _____ day of _____, 20____,

Notary Public of New Jersey

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DEBARMENT LIST

The list of debarred firms and individuals can be reviewed at the following web address:
https://www.nj.gov/labor/wagehour/wagerate/prevailing_wage_debarment_list.html

PREVAILING COUNTY & STATE WAGE RATES

Prevailing wage rates are available online at the following web address:
https://www.nj.gov/labor/wagehour/wagerate/pwr_construction.html.
A copy will be included with each contract set provided to the awarded contractor.

END OF TABLE

SCOPE OF WORK

1.01 General

The project "Center for the Arts Site Improvements" consists of the construction of a new ADA Handicap Ramp adjacent to the rear of the Center for the Arts in South Jersey building located at 123 S. Elmwood Road within the Township of Evesham, Burlington County, New Jersey. The new replacement ramp will be used to allow access to the Art Center for disabled visitors from the adjacent parking lot.

1.02 Description

The work for this project includes, but is not necessarily limited to the following major work items:

1. Demolish and properly dispose of the existing front entrance porch, including existing porch columns, concrete platform/top slab, concrete walls, footings, concrete stairs, ADA ramp system, and associated sidewalk as indicated on the Contract Documents.
2. Milling (3" or less) of existing asphalt surface course and overlay with 9.5M64 Surface Course 2" Thick as indicated in Contract Documents.
3. Installation of new Traffic Marking Lines, as indicated on Contract Documents.
4. Installation of new 5' wide Concrete Sidewalk, 4" Thick, and Detectable Warning Surface as indicated on the Contract Documents.
5. Furnish and install temporary shoring for front porch roof framing as indicated on the Contract Documents. The temporary shoring design shall be the responsibility of the Contractor. The Contractor shall provide design calculations and construction plans, which shall be signed and sealed by a professional engineer licensed in the State of New Jersey.
6. Furnish and install concrete foundation for proposed porch stair base connection as indicated on the Contract Documents.
7. Furnish and install new pressure-treated wood posts/columns as indicated on the Contract Documents.
8. Furnish and install new pressure-treated wood-framed stairs as indicated on the Contract Documents.
9. Furnish and install pressure-treated wood-framed porch complete, including wood joists, wood beams/girders, connections and composite decking as indicated on the Contract Documents.
10. Furnish and install new concrete footings and piers for proposed porch columns complete, including connection to wood posts, piers and steel reinforcement as indicated on the Contract Documents.

11. Furnish and install all finishes as shown on the Contract Documents. This includes, but is not limited to deck boards, fascia, skirting, column wraps, trim, stair treads/risers, brick veneer, etc.
12. Furnish and install new concrete footings for proposed ADA ramp, complete, as indicated on the Contract Documents.
13. Furnish and install new aluminum ADA ramp system, complete, per manufacturer specifications as indicated on the Contract Documents. The Contractor shall provide ADA ramp plans and calculations from the manufacturer, signed and sealed by a professional engineer licensed in the State of New Jersey.
14. The Contractor is responsible for cleaning and restoration of the site to the pre-construction conditions.
15. All work not specifically described or listed in the specifications that are incidental to work completion shall be considered as included within scope.
16. All work not specifically listed in a bid form pay item shall be incorporated into the lump sum/unit pay items listed.

END SCOPE OF WORK

SECTION 010000

GENERAL REQUIREMENTS

1.01 GENERAL

- A. Only major items of work are given in the Bid Form, but it is the intent of the specifications to secure a completely interconnected and functioning system, and if any workmanship or materials be required which are obviously necessary to carry out the full intent and meaning of the plans and specifications or to be reasonably inferred therefrom, the cost of such workmanship or materials shall be included in the unit price bid for the major items of work.
- B. Reproducible As-built drawings must be furnished by the Contractor to the Engineer prior to final payment in accordance with Section 010100.
- C. Contractor shall notify all utility companies prior to construction of utilities by contacting 1-800-272-1000.
- D. Prior to any excavation, the Contractor shall have all utilities marked and shall excavate or otherwise determine the exact location and elevations of said utilities. The Contractor shall notify the Engineer of any conflicts. The Contractor shall arrange for any necessary utility relocations or plan changes and shall reschedule his operations appropriately.
- E. The Contractor, in the construction of any project, shall not stockpile materials or his equipment on any private property; except areas designated by the drawings as directed by the Engineer. If so required, the Engineer may direct the Contractor to have his equipment removed from any project during weekend hours.
- F. All work of refilling sunken ditches, repaving over trenches and keeping streets and sidewalks in passable condition shall be done to the satisfaction of the Engineer during the construction of the above work as well as during the maintenance period. If any work is not done within five (5) days after written notice is given by the Engineer, the work may be done by the Owner and charged to the Contractor.
- G. Special care shall be taken to prevent contamination, siltation, or interfering in any way with the stream flows or ponds along the line of work. No waste matter of any kind will be allowed to discharge into the stream flows or impounded water of any ponds or other bodies of water.
- H. The Contractor shall apply and pay for all local permits that may be required for any of the work involved with this project.
- I. All notes on drawings shall be made a part of the specifications.
- J. Contractor shall notify Engineer at least forty-eight (48) hours in advance of any work on Saturdays. There will be no work permitted on Sundays or holidays. This project will receive inspection and the normal working hours for the Inspector are from 7:30 AM to 4:00 PM, Monday through Friday. Any overtime inspection costs which are not specifically mentioned in the drawings and specifications will be reimbursed by the Contractor. Holidays are New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.
- K. It shall be the Contractor's responsibility to keep the concrete curb clean of asphaltic tack coat.

1.02 PUBLIC UTILITIES

- A. The contract drawings indicate the approximate location of existing overhead and subsurface utilities in the vicinity of the work. The bidder is advised to ascertain for himself all the facts concerning the location of these utilities.
- B. The Contractor shall cooperate with the utility owners in the adjustment of their facilities and shall notify the utility owners not less than five (5) days in advance of the time he proposes to perform any work that will endanger or affect their facilities.
- C. The Contractor shall permit the owners of utilities, or their agents, access to the site of the work at all times in order to relocate, construct or protect their lines and he shall cooperate with them in performing this work.
- D. Separate payments will not be made for the coordination and cooperation of the Contractor with the utility companies, nor for the protection or replacement of utilities for the resequencing or delay of work due to a utility company and the bidder shall include all such costs in the prices bid for the various related items of work in the Bid Form.
- E. The Contractor is responsible for repairing all located utilities (water, sewer, storm sewer, gas lines, etc.) which are broken or damaged during construction.

1.03 PHOTOGRAPHS & VIDEO TAPES

The Contractor shall video tape in digital format the construction site prior to the commencement of construction. Two copies of the digital recording shall be forwarded and kept by Remington and Vernick Engineers to resolve any disputes arising over the restoration of all curbs, sidewalks, driveways, fences, lawns, landscaped areas, or any other items that may be disturbed during construction.

1.04 TESTING MATERIALS

- A. Except as may be provided elsewhere, test or analysis of materials which are usually tested after delivery to the site, such as concrete aggregate, mixed and placed concrete, and similar materials; will be performed by the Engineer or test laboratories which will be approved by the Engineer and selected and paid for by the Contractor. The preliminary testing of concrete mixtures and test or analysis of other materials, samples of which are to be submitted prior to delivery, will also be performed by the laboratory and paid for by the Contractor at the Engineer's request.
- B. If the Engineer orders sampling and analysis or tests of materials which are usually accepted on Certification of the manufacturer but which appear defective or not conforming to the requirements of the Specifications, the Contractor will bear the reasonable costs of sampling, transportation, test and analysis.

1.04 QUANTITY AND PAYMENT

- A. No separate payment will be made for work performed under this section. Include all costs within the bid items as shown in the project Bid Form.

END OF SECTION 010000

SECTION 010100

AS-BUILT DRAWINGS

1.01 GENERAL

The Contractor shall provide a set of reproducible as-built drawings prior to final payment.

2.01 MATERIALS

- A. As-builts shall be a reproducible of the original contract drawings including any additional sheets required. All deviations from the original contract drawings shall be on the as-builts. The drawings shall be legible, neat, and of a quality acceptable to the Engineer.
- B. The Engineer shall provide a set of reproducibles at the beginning of the project.

3.01 EXECUTION

- A. The Contractor shall be responsible for keeping the as-built up-to-date as the project progresses and present the as-built drawings for review at each Job Meeting. The as built drawings shall clearly indicate all the fasteners and anchorage of all roofing components. .
- B. Building Construction: Actual installation with all items clearly identified shall be indicated. Location of installed items and any deviations from contract documents shall be so shown with boxes around the as-built numbers or labels.
- C. This section is intended to provide a minimum level of acceptance. Any section with more stringent requirements shall have precedence over this section.
- D. Complete construction As-Built drawings certified by the Contractor as complete to the best of his knowledge, must be provided at the completion of the Project. This submission may be hardcopy in full size or PDF.

4.01 PAYMENT

No separate payment will be made for work performed under this section.

END OF SECTION 010100

SECTION 017400

CLEANING AND RESTORATIONS

1.01 DESCRIPTION

- A. Contractor shall provide all equipment, labor & materials required to clear the site of all debris to match the natural grade conditions. Backfill shall be provided as required to provide positive drainage from any disturbed areas so that there is no ponding water on the site. All disturbed areas shall be seeded to establish vegetation and prevent erosion.
- B. Maintain premises and public properties free from accumulations of waste, debris and rubbish caused by work operations.
- C. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials; clean all sight exposed surfaces; leave project clean and ready for occupancy.
- D. At completion of work, restore or replace, when and as directed by the Engineer, any public or private property disturbed or damaged by Contractor's work operations to a condition at least equal to that existing prior to beginning work, or as otherwise specified. Materials, equipment and methods shall be approved by the Engineer.

2.01 MATERIALS

- A. For restorations all materials shall comply with the following Articles of the New Jersey Department of Transportation Standard Specifications latest revision and these specifications.
- B. Pavement restorations: See Section 903 "Bituminous Concrete".
- C. Restoration of curbs and other concrete structures:
 - 1. Concrete:
 - a. Shall conform to Section 605 for Curbs, Section 607 for sidewalks and driveways, and Section 405 for concrete surface course.
 - b. Compressive Strength: 4,000 psi at 28 days.
 - c. Air-entrained.
 - 2. Joint Fillers: Section 908, bituminous cellular type.
 - 3. Curing Compound: Section 905.03, white-pigmented liquid.
- D. Driveway Restoration: Driveway Aprons shall be replaced in kind with Portland Cement Concrete, Bituminous Concrete or 3/4 inch stone. Dirt driveway aprons are to be upgraded to stone.
- E. All other Materials: As approved by the Engineer or authorities having jurisdiction.

3.01 METHODS OF CONDUCTING WORK – CLEANING

A. Requirements of regulatory agencies:

The Contractor shall comply with all Federal, State, and local anti-pollution laws, ordinances, codes and regulations when disposing of waste materials, debris and rubbish. All excess material shall be removed from the site and disposed of by the Contractor. Cost to be included in the unit price bid for all items.

The disposal site shall be in permanently established licensed OSWA (Office of Solid Waste Administration, New Jersey Department of Environmental Protection) landfills or a NJDEP certified recycling center if applicable.

B. Cleaning during construction:

Provide periodic cleaning to keep the work, the site, and adjacent properties free from accumulations of waste materials, rubbish and windblown debris resulting from construction operations.

The Contractor is responsible for street sweeping as directed by the Engineer or Owner. The Contractor shall keep all public roadways free of dirt and debris from any trucks entering or leaving the demolition site.

Provide on-site containers for the collection of waste materials, debris and rubbish. Maintain containers as required.

C. Dust Control:

The Contractor will be required to maintain all excavations, embankments, stockpiles, haul roads, permanent access roads, plant sites, waste areas, borrow areas, and all other work areas within or without the project boundaries free from dust which would cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the Contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. If any dust control is not done within twenty-four (24) hours after written notice is given by the Engineer, the work may be done by Owner and charged to the Contractor.

3.02 METHODS OF CONDUCTING WORK - RESTORATIONS

- A. General: All existing structures, unpaved areas and paved areas disturbed or damaged during the work under this contract shall be restored or replaced to a condition at least equal to that existing prior to beginning work, or as otherwise specified. The methods of conducting this work shall, as a minimum, conform to the New Jersey Department of Transportation Standard Specifications, latest revision.

B. Pavement Restorations:

The methods of construction employed shall conform to the requirements set forth in Section 208, 304, 305 & 404 of the Standard Specifications as applicable to the type of material being utilized.

Restoration type and thickness shall be as shown on the contract drawings.

C. Restorations of Curbs and Other Concrete Structures:

1. Curbs: Section 605
2. Other concrete structures: Restore in accordance with applicable Sections of the Standard Specifications.

D. Fence Restorations:

Contractor shall remove all concrete from existing fence posts and appurtenances before reinstalling fence in kind.

E. All Other Restorations:

Restore in accordance with applicable Sections of the Standard Specifications, or as approved by the Engineer or authorities having jurisdiction.

END OF SECTION 017400

SECTION 024100

BUILDING DEMOLITION

1.01 DESCRIPTION

- A. The existing structures to be demolished, in general, consist of the following:
 - 1. Removal of existing front porch, including concrete slab, walls, and stairs.
 - 2. Removal of existing concrete ramp and stairs including foundations.
- B. Adjacent areas required to remain shall be left in a safe condition, and shall not be defaced, marred, or jeopardized in any way and any damage done to them shall be repaired or restored to the satisfaction of the Engineer, without additional compensation.
- C. Contractor shall remove all equipment and excess materials during the process of demolition. This material shall be disposed of by the Contractor at his expense.
- D. The Contractor shall employ all possible methods to minimize the noise. All construction equipment powered by internal combustion engines shall be equipped with a properly maintained muffler. Air powered equipment shall be fitted with pneumatic exhaust silencers. Equipment powered by an internal combustion shall not be operated within 150 feet of residential properties without portable noise barriers placed between the equipment and the noise sensitive sites.

1.02 PERMITS

- A. Contractor is responsible to complete and file all required Uniform Construction Code and Township demolition permit applications, if required. No demolition work shall commence without a permit being issued.

2.01 EXECUTION

- A. Inspection:

Verify that areas of demolition work are unoccupied.

2.02 PREPARATION

- A. Prior to commencement of demolition operations, arrange for, and verify shut off of utility services, including electric, gas, telephone, water, and sewer, if required.

2.03 DEMOLITION

- A. Demolition of structures shall be in accordance with the demolition procedures submitted to and accepted by the Engineer.
- B. Suitable barriers shall be erected and maintained around all operations as long as such operations constitute a hazard or dangerous condition. "Keep Out" signs shall be maintained in places and locations where the placing of protective devices are warranted.

- C. Only methods of demolition will be permitted which will ensure that all phases of demolition are confined within the limits of the demolition area and without hazard to adjacent areas or to the public.
- D. Adjacent areas shall be left in a safe condition, and shall not be defaced, marred, or jeopardized in any way and any damage done to them shall be repaired or restored to the satisfaction of the Engineer, without additional compensation.
- E. Any additional materials required for repairs shall be furnished without any additional cost to the Owner.
- F. All materials, including fixtures and equipment, as well as debris and rubbish, except personal property belonging to Owners shall be removed as it accumulates and not stored on the Project. Materials and debris shall not be placed or stored within the limits of any existing streets.

3.01 QUANTITY AND PAYMENT

All costs for clearing and restorations shall be included in the prices bid for the various scheduled items in the Bid Form and no separate payment will be made thereto.

END OF SECTION 024100

SECTION 033000

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes.

1.2 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.
- B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

1.3 ACTION SUBMITTALS

A. Product Data: For each of the following.

1. Portland cement.
2. Fly ash.
3. Slag cement.
4. Blended hydraulic cement.
5. Silica fume.
6. Performance-based hydraulic cement
7. Aggregates.
8. Admixtures:
 - a. Include limitations of use, including restrictions on cementitious materials, supplementary cementitious materials, air entrainment, aggregates, temperature at time of concrete placement, relative humidity at time of concrete placement, curing conditions, and use of other admixtures.
 - b. Include limitations of use. Admixtures that do not comply with reference ASTM International requirements must be submitted with test data for approval.
9. Color pigments.
10. Fiber reinforcement.
11. Vapor retarders.
12. Floor and slab treatments.
13. Liquid floor treatments.

14. Curing materials.
 - a. Include documentation from color pigment manufacturer, indicating that proposed methods of curing are recommended by color pigment manufacturer.
 15. Joint fillers.
 16. Repair materials.
- B. Design Mixtures: For each concrete mixture, include the following:
1. Mixture identification.
 2. Minimum 28-day compressive strength.
 3. Durability exposure class.
 4. Maximum w/cm.
 5. Calculated equilibrium unit weight, for lightweight concrete.
 6. Slump limit.
 7. Air content.
 8. Nominal maximum aggregate size.
 9. Steel-fiber reinforcement content.
 10. Synthetic micro-fiber content.
 11. Indicate amounts of mixing water to be withheld for later addition at Project site if permitted.
 12. Include manufacturer's certification that permeability-reducing admixture is compatible with mix design.
 13. Include certification that dosage rate for permeability-reducing admixture matches dosage rate used in performance compliance test.
 14. Intended placement method.
 15. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
- C. Shop Drawings:
1. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
 - a. Location of construction joints is subject to approval of the Engineer.
- D. Concrete Schedule: For each location of each Class of concrete indicated in "Concrete Mixtures" Article, including the following:
1. Concrete Class designation.
 2. Location within Project.
 3. Exposure Class designation.
 4. Formed Surface Finish designation and final finish.
 5. Final finish for floors.
 6. Curing process.
 7. Floor treatment if any.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For the following:

1. Installer: Include copies of applicable ACI certificates.
2. Ready-mixed concrete manufacturer.
3. Testing agency: Include copies of applicable ACI certificates.

B. Material Certificates: For each of the following, signed by manufacturers:

1. Cementitious materials.
2. Admixtures.
3. Fiber reinforcement.
4. Curing compounds.
5. Floor and slab treatments.
6. Bonding agents.
7. Adhesives.
8. Vapor retarders.
9. Semirigid joint filler.
10. Joint-filler strips.
11. Repair materials.

C. Material Test Reports: For the following, from a qualified testing agency:

1. Portland cement.
2. Fly ash.
3. Slag cement.
4. Blended hydraulic cement.
5. Silica fume.
6. Performance-based hydraulic cement.
7. Aggregates.
8. Admixtures:

- a. Permeability-Reducing Admixture: Include independent test reports, indicating compliance with specified requirements, including dosage rate used in test.

D. Floor surface flatness and levelness measurements report, indicating compliance with specified tolerances.

E. Research Reports:

1. For concrete admixtures in accordance with ICC's Acceptance Criteria AC198.
2. For sheet vapor retarder/termite barrier, showing compliance with ICC AC380.

F. Preconstruction Test Reports: For each mix design.

G. Field quality-control reports.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs Project personnel qualified as an ACI-certified Flatwork Technician and Finisher and a supervisor who is a certified ACI Flatwork Concrete Finisher/Technician or an ACI Concrete Flatwork Technician with experience installing and finishing concrete, incorporating permeability-reducing admixtures.
 - 1. Post-Installed Concrete Anchors Installers: ACI-certified Adhesive Anchor Installer.
- B. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.
 - 1. Manufacturer certified in accordance with NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- C. Laboratory Testing Agency Qualifications: A testing agency qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated and employing an ACI-certified Concrete Quality Control Technical Manager.
 - 1. Personnel performing laboratory tests to be an ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor to be an ACI-certified Concrete Laboratory Testing Technician, Grade II.
- D. Field Quality-Control Testing Agency Qualifications: An independent agency, qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.
 - 1. Personnel conducting field tests to be qualified as an ACI Concrete Field Testing Technician, Grade 1, in accordance with ACI CPP 610.1 or an equivalent certification program.

1.6 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on each concrete mixture.
 - 1. Include the following information in each test report:
 - a. Admixture dosage rates.
 - b. Slump.
 - c. Air content.
 - d. Seven-day compressive strength.
 - e. 28-day compressive strength.
 - f. Permeability.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Comply with ASTM C94/C94M and ACI 301.

1.8 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 301 and ACI 306.1 and as follows.

1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
2. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
3. Do not use frozen materials or materials containing ice or snow.
4. Do not place concrete in contact with surfaces less than 35 deg F, other than reinforcing steel.
5. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

B. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1, and as follows:

1. Maintain concrete temperature at time of discharge to not exceed 95 deg F.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

1.9 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to furnish replacement sheet vapor retarder/termite barrier material and accessories for sheet vapor retarder/ termite barrier and accessories that do not comply with requirements or that fail to resist penetration by termites within specified warranty period.

1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with ACI 301 unless modified by requirements in the Contract Documents.

2.2 CONCRETE MATERIALS

A. Source Limitations:

1. Obtain all concrete mixtures from a single ready-mixed concrete manufacturer for entire Project.
2. Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant.
3. Obtain aggregate from single source.
4. Obtain each type of admixture from single source from single manufacturer.

B. Cementitious Materials:

1. Portland Cement: ASTM C150/C150M, Type I Type II,.
2. Fly Ash: ASTM C618, Class C or F.
3. Slag Cement: ASTM C989/C989M, Grade 100 or 120.

C. Normal-Weight Aggregates: ASTM C33/C33M, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source.

1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

D. Air-Entraining Admixture: ASTM C260/C260M.

E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride in steel-reinforced concrete.

1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
2. Retarding Admixture: ASTM C494/C494M, Type B.
3. Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
5. High-Range, Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.
7. Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete and complying with ASTM C494/C494M, Type C.
8. Non-Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, non-set-accelerating, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.

2.3 VAPOR RETARDERS

- A. Sheet Vapor Retarder, Class A: ASTM E1745, Class A; not less than 6 mils thick.

2.4 FLOOR AND SLAB TREATMENTS

- A. Slip-Resistive Emery Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive, crushed emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.
- B. Slip-Resistive Aluminum Granule Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of not less than 95 percent fused aluminum-oxide granules.

2.5 LIQUID FLOOR TREATMENTS

- A. Penetrating Liquid Floor Treatment: Clear, chemically reactive, waterborne solution of inorganic silicate or silicate materials and proprietary components; odorless; that penetrates, hardens, and densifies concrete surfaces.

2.6 CURING MATERIALS

- A. Clear, Solvent-Borne, Membrane-Forming, Curing and Sealing Compound: ASTM C1315, Type 1, Class A.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. ChemMasters, Inc.
 - b. Concrete Sealers USA.
 - c. Kaufman Products, Inc.
 - d. Approved Equivalent.

2.7 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D1751, asphalt-saturated cellulosic fiber.
- B. Bonding Agent: ASTM C1059/C1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.
- C. Epoxy Bonding Adhesive: ASTM C881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade and class to suit requirements, and as follows:
 - 1. Types I and II, nonload bearing Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

2.8 REPAIR MATERIALS

- A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.
 - 1. Cement Binder: ASTM C150/C150M portland cement or hydraulic or blended hydraulic cement, as defined in ASTM C219.
 - 2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
 - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand, as recommended by underlayment manufacturer.
 - 4. Compressive Strength: Not less than 4100 psi at 28 days when tested in accordance with ASTM C109/C109M.

- B. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch and that can be filled in over a scarified surface to match adjacent floor elevations.
 - 1. Cement Binder: ASTM C150/C150M portland cement or hydraulic or blended hydraulic cement, as defined in ASTM C219.
 - 2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
 - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
 - 4. Compressive Strength: Not less than 5000 psi at 28 days when tested in accordance with ASTM C109/C109M.

2.9 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301.
 - 1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
 - 1. Fly Ash or Other Pozzolans: 25 percent by mass.
 - 2. Slag Cement: 50 percent by mass.
 - 3. Silica Fume: 10 percent by mass.
 - 4. Total of Fly Ash or Other Pozzolans, Slag Cement, and Silica Fume: 50 percent by mass, with fly ash or pozzolans not exceeding 25 percent by mass and silica fume not exceeding 10 percent by mass.
 - 5. Total of Fly Ash or Other Pozzolans and Silica Fume: 35 percent by mass with fly ash or pozzolans not exceeding 25 percent by mass and silica fume not exceeding 10 percent by mass.
- C. Admixtures: Use admixtures in accordance with manufacturer's written instructions.
 - 1. Use water-reducing high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
 - 2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 - 3. Use corrosion-inhibiting admixture in concrete mixtures where indicated.
 - 4. Use permeability-reducing admixture in concrete mixtures where indicated.
- D. Color Pigment: Add color pigment to concrete mixture in accordance with manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

2.10 CONCRETE MIXTURES

- A. Class A: Normal-weight concrete used for footings, grade beams, and tie beams.

1. Minimum Compressive Strength: 4000 psi at 28 days.
 2. Maximum w/cm: .48
 3. Slump Limit: 4 inches, plus or minus 1 inch.
 4. Air Content:
 - a. Exposure Class F1: 5.0 percent, plus or minus 1.5 percent at point of delivery for concrete containing 3/4-inch nominal maximum aggregate size.
 5. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- B. Class B: Normal-weight concrete used for foundation walls.
1. Minimum Compressive Strength: 4000 psi at 28 days.
 2. Maximum w/cm: 0.45.
 3. Slump Limit: 4 inches, plus or minus 1 inch.
 4. Air Content:
 - a. Exposure Class F1: 5.0 percent, plus or minus 1.5 percent at point of delivery for concrete containing 3/4-inch nominal maximum aggregate size.
 5. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- C. Class C: Normal-weight concrete used for interior slabs-on-ground.
1. Minimum Compressive Strength: 4000 psi at 28 days.
 2. Maximum w/cm: 0.45.
 3. Slump Limit: 4 inches, plus or minus 1 inch.
 4. Air Content:
 - a. Do not use an air-entraining admixture or allow total air content to exceed 3 percent for concrete used in trowel-finished floors.
 5. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.

2.11 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94/C94M and ASTM C1116/C1116M, and furnish batch ticket information.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete in accordance with ASTM C94/C94M. Mix concrete materials in appropriate drum-type batch machine mixer.
 1. For mixer capacity of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than five minutes after ingredients are in mixer, before any part of batch is released.
 2. For mixer capacity larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd..
 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixture time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions:

1. Before placing concrete, verify that installation of concrete forms, accessories, and reinforcement, and embedded items is complete and that required inspections have been performed.
2. Do not proceed until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Provide reasonable auxiliary services to accommodate field testing and inspections, acceptable to testing agency, including the following:

1. Daily access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Secure space for storage, initial curing, and field curing of test samples, including source of water and continuous electrical power at Project site during site curing period for test samples.
4. Security and protection for test samples and for testing and inspection equipment at Project site.

3.3 TOLERANCES

A. Comply with ACI 117.

3.4 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.

1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of ANSI/AISC 303.
3. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.

3.5 INSTALLATION OF VAPOR RETARDER

A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder in accordance with ASTM E1643 and manufacturer's written instructions.

1. Install vapor retarder with longest dimension parallel with direction of concrete pour.

2. Face laps away from exposed direction of concrete pour.
 3. Lap vapor retarder over footings and grade beams not less than 6 inches, sealing vapor retarder to concrete.
 4. Lap joints 6 inches and seal with manufacturer's recommended tape.
 5. Terminate vapor retarder at the top of floor slabs, grade beams, and pile caps, sealing entire perimeter to floor slabs, grade beams, foundation walls, or pile caps.
 6. Seal penetrations in accordance with vapor retarder manufacturer's instructions.
 7. Protect vapor retarder during placement of reinforcement and concrete.
 - a. Repair damaged areas by patching with vapor retarder material, overlapping damages area by 6 inches on all sides, and sealing to vapor retarder.
- B. Bituminous Vapor Retarders: Place, protect, and repair bituminous vapor retarder in accordance with manufacturer's written instructions.

3.6 INSTALLATION OF CAST-IN-PLACE CONCRETE

- A. Before placing concrete, verify that installation of formwork, reinforcement, embedded items, and vapor retarder is complete and that required inspections are completed.
1. Immediately prior to concrete placement, inspect vapor retarder for damage and deficient installation, and repair defective areas.
 2. Provide continuous inspection of vapor retarder during concrete placement and make necessary repairs to damaged areas as Work progresses.
- B. Notify Engineer and testing and inspection agencies 24 hours prior to commencement of concrete placement.
- C. Water addition in transit or at the Project site must be in accordance with ASTM C94/C94M and must not exceed the permitted amount indicated on the concrete delivery ticket.
- D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.
1. If a section cannot be placed continuously, provide construction joints as indicated.
 2. Deposit concrete to avoid segregation.
 3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
 4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301.
 - a. Do not use vibrators to transport concrete inside forms.
 - b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer.
 - c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.
 - d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

- E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
 - 1. Do not place concrete floors and slabs in a checkerboard sequence.
 - 2. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 - 3. Maintain reinforcement in position on chairs during concrete placement.
 - 4. Screed slab surfaces with a straightedge and strike off to correct elevations.
 - 5. Level concrete, cut high areas, and fill low areas.
 - 6. Slope surfaces uniformly to drains where required.
 - 7. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.
 - 8. Do not further disturb slab surfaces before starting finishing operations.

3.7 JOINTS

- A. Construct joints true to line, with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Coordinate with floor slab pattern and concrete placement sequence.
 - 1. Install so strength and appearance of concrete are not impaired, at locations indicated on Drawings or as approved by Engineer.
 - 2. Place joints perpendicular to main reinforcement.
 - a. Continue reinforcement across construction joints unless otherwise indicated.
 - b. Do not continue reinforcement through sides of strip placements of floors and slabs.
 - 3. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
 - 4. Locate joints for beams, slabs, joists, and girders at third points of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
 - 5. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
 - 6. Space vertical joints in walls as indicated on Drawings. Unless otherwise indicated on Drawings, locate vertical joints beside piers integral with walls, near corners, and in concealed locations where possible.
 - 7. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
 - 8. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Control Joints in Slabs-on-Ground: Form weakened-plane control joints, sectioning concrete into areas as indicated. Construct control joints for a depth equal to at least one-fourth of concrete thickness as follows:
 - 1. Grooved Joints: Form control joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of control joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
 - 2. Sawed Joints: Form control joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action

does not tear, abrade, or otherwise damage surface and before concrete develops random cracks.

- D. Isolation Joints in Slabs-on-Ground: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
 - 1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated on Drawings.
 - 2. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch below finished concrete surface, where joint sealants, specified in Section 079200 "Joint Sealants," are indicated.
 - 3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.
- E. Doweled Joints:
 - 1. Install dowel bars and support assemblies at joints where indicated on Drawings.
 - 2. Lubricate or asphalt coat one-half of dowel bar length to prevent concrete bonding to one side of joint.
- F. Dowel Plates: Install dowel plates at joints where indicated on Drawings.

3.8 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, embedded items, and vapor retarder is complete and that required inspections are completed.
 - 1. Immediately prior to concrete placement, inspect vapor retarder for damage and deficient installation, and repair defective areas.
 - 2. Provide continuous inspection of vapor retarder during concrete placement and make necessary repairs to damaged areas as Work progresses.
- B. Notify Engineer and testing and inspection agencies 24 hours prior to commencement of concrete placement.
- C. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Engineer in writing, but not to exceed the amount indicated on the concrete delivery ticket.
 - 1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
- D. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301, but not to exceed the amount indicated on the concrete delivery ticket.
 - 1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

- E. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.
1. If a section cannot be placed continuously, provide construction joints as indicated.
 2. Deposit concrete to avoid segregation.
 3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
 4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301.
 - a. Do not use vibrators to transport concrete inside forms.
 - b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer.
 - c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.
 - d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- F. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
1. Do not place concrete floors and slabs in a checkerboard sequence.
 2. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 3. Maintain reinforcement in position on chairs during concrete placement.
 4. Screed slab surfaces with a straightedge and strike off to correct elevations.
 5. Level concrete, cut high areas, and fill low areas.
 6. Slope surfaces uniformly to drains where required.
 7. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.
 8. Do not further disturb slab surfaces before starting finishing operations.

3.9 FINISHING FORMED SURFACES

A. As-Cast Surface Finishes:

1. ACI 301 Surface Finish SF-1.0: As-cast concrete texture imparted by form-facing material.
 - a. Patch voids larger than 1-1/2 inches wide or 1/2 inch deep.
 - b. Remove projections larger than 1 inch.
 - c. Tie holes do not require patching.
 - d. Surface Tolerance: ACI 117 Class D.
 - e. Apply to concrete surfaces not exposed to public view.
2. ACI 301 Surface Finish SF-2.0: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams.
 - a. Patch voids larger than 3/4 inch wide or 1/2 inch deep.

- b. Remove projections larger than 1/4 inch.
 - c. Patch tie holes.
 - d. Surface Tolerance: ACI 117 Class B.
 - e. Locations: Apply to concrete surfaces exposed to public view, to receive a rubbed finish.
 - 3. ACI 301 Surface Finish SF-3.0:
 - a. Patch voids larger than 3/4 inch wide or 1/2 inch deep.
 - b. Remove projections larger than 1/8 inch.
 - c. Patch tie holes.
 - d. Surface Tolerance: ACI 117 Class A.
 - e. Locations: Apply to concrete surfaces exposed to public view, to receive a rubbed finish, or to be covered with a coating or covering material applied directly to concrete.
- B. Rubbed Finish: Apply the following to as cast surface finishes wherever these type of surfaces are shown on the Drawings:
- 1. Smooth-Rubbed Finish:
 - a. Perform no later than one day after form removal.
 - b. Moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture.
 - c. If sufficient cement paste cannot be drawn from the concrete by the rubbing process, use a grout made from the same cementitious materials used in the in-place concrete.
 - d. Maintain required patterns or variances as shown on Drawings.
 - 2. Grout-Cleaned Rubbed Finish:
 - a. Clean concrete surfaces after contiguous surfaces are completed and accessible.
 - b. Do not clean concrete surfaces as Work progresses.
 - c. Mix 1 part portland cement to 1-1/2 parts fine sand, complying with ASTM C144 or ASTM C404, by volume, with sufficient water to produce a mixture with the consistency of thick paint. Add white portland cement in amounts determined by trial patches, so color of dry grout matches adjacent surfaces.
 - d. Wet concrete surfaces.
 - e. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap, and keep surface damp by fog spray for at least 36 hours.
 - f. Maintain required patterns or variances as shown on Drawings.
- C. Related Unformed Surfaces:
- 1. At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a color and texture matching adjacent formed surfaces.
 - 2. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.10 FINISHING FLOORS AND SLABS

- A. Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Scratch Finish:
 - 1. While still plastic, texture concrete surface that has been screeded and bull-floated or darbied.
 - 2. Use stiff brushes, brooms, or rakes to produce a profile depth of 1/4 inch in one direction.
 - 3. Apply scratch finish to surfaces to receive concrete floor toppings or to receive mortar setting beds for bonded cementitious floor finishes.
- C. Float Finish:
 - 1. When bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operation of specific float apparatus, consolidate concrete surface with power-driven floats or by hand floating if area is small or inaccessible to power-driven floats.
 - 2. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture and complies with ACI 117 tolerances for conventional concrete.
 - 3. Apply float finish to surfaces to receive trowel finish and to be covered with fluid-applied or sheet waterproofing, built-up or membrane roofing, or sand-bed terrazzo.
- D. Trowel Finish:
 - 1. After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel.
 - 2. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance.
 - 3. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
 - 4. Do not add water to concrete surface.
 - 5. Do not apply hard-troweled finish to concrete, which has a total air content greater than 3 percent.
 - 6. Apply a trowel finish to surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
 - 7. Finish surfaces to the following tolerances, in accordance with ASTM E1155, for a randomly trafficked floor surface:
 - a. Slabs on Ground:
 - 1) Finish and measure surface so gap at any point between concrete surface and an unleveled, freestanding, 10-ft.- long straightedge resting on two high spots and placed anywhere on the surface does not exceed 1/8 inch and also no more than 1/16 inch in 2 feet.
 - 2) Specified overall values of flatness, F_F 25; and of levelness, F_L 20; with minimum local values of flatness, F_F 17; and of levelness, F_L 15.
 - 3) Specified overall values of flatness, F_F 35; and of levelness, F_L 25; with minimum local values of flatness, F_F 24; and of levelness, F_L 17.

- 4) Specified overall values of flatness, F_F 45; and of levelness, F_L 35; with minimum local values of flatness, F_F 30; and of levelness, F_L 24.
 - 5) Specified overall values of flatness, F_F 50; and of levelness, F_L 25; with minimum local values of flatness, F_F 40; and of levelness, F_L 17.
- b. Suspended Slabs:
- 1) Finish and measure surface so gap at any point between concrete surface and an unlevelled, freestanding, 10-ft.- long straightedge resting on two high spots and placed anywhere on the surface does not exceed 1/8 inch.
 - 2) Specified overall values of flatness, F_F 25; and of levelness, F_L 20; with minimum local values of flatness, F_F 17; and of levelness, F_L 15.
 - 3) Specified overall values of flatness, F_F 35; and of levelness, F_L 20; with minimum local values of flatness, F_F 24; and of levelness, F_L 15.
 - 4) Specified overall values of flatness, F_F 45; and of levelness, F_L 35; with minimum local values of flatness, F_F 30; and of levelness, F_L 24.
- E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces indicated on Drawings and/or where ceramic or quarry tile is to be installed by either thickset or thin set method. While concrete is still plastic, slightly scarify surface with a fine broom perpendicular to main traffic route.
1. Coordinate required final finish with Engineer before application.
 2. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.
- F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and locations indicated on Drawings.
1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.
 2. Coordinate required final finish with Engineer before application.
- G. Slip-Resistive Finish: Before final floating, apply slip-resistive aggregate finish to concrete stair treads, platforms, ramps as indicated on Drawings
1. Apply in accordance with manufacturer's written instructions and as follows:
 - a. Uniformly spread 25 lb/100 sq. ft. of dampened slip-resistive aggregate over surface in one or two applications.
 - b. Tamp aggregate flush with surface, but do not force below surface.
 - c. After broadcasting and tamping, apply float finish.
 - d. After curing, lightly work surface with a steel wire brush or an abrasive stone and water to expose slip-resistive aggregate.
- H. Dry-Shake Floor Hardener Finish: After initial floating, apply dry-shake floor hardener to surfaces in accordance with manufacturer's written instructions and as follows:
1. Uniformly apply dry-shake floor hardener at a rate of 100 lb/100 sq. ft. unless greater amount is recommended by manufacturer.
 2. Uniformly distribute approximately two-thirds of dry-shake floor hardener over surface by hand or with mechanical spreader, and embed by power floating.

3. Follow power floating with a second dry-shake floor hardener application, uniformly distributing remainder of material, and embed by power floating.
4. After final floating, apply a trowel finish.
5. Cure concrete with curing compound recommended by dry-shake floor hardener manufacturer and apply immediately after final finishing.

3.11 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS

A. Filling In:

1. Fill in holes and openings left in concrete structures after Work of other trades is in place unless otherwise indicated.
2. Mix, place, and cure concrete, as specified, to blend with in-place construction.
3. Provide other miscellaneous concrete filling indicated or required to complete the Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

C. Equipment Bases and Foundations:

1. Coordinate sizes and locations of concrete bases with actual equipment provided.
2. Construct concrete bases 4 inches high unless otherwise indicated on Drawings, and extend base not less than 6 inches in each direction beyond the maximum dimensions of supported equipment unless otherwise indicated on Drawings, or unless required for seismic anchor support.
3. Minimum Compressive Strength: 4000 psi at 28 days.
4. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of concrete base.
5. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete substrate.
6. Prior to pouring concrete, place and secure anchorage devices.
 - a. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - b. Cast anchor-bolt insert into bases.
 - c. Install anchor bolts to elevations required for proper attachment to supported equipment.

D. Steel Pan Stairs: Provide concrete fill for steel pan stair treads, landings, and associated items.

1. Cast-in inserts and accessories, as shown on Drawings.
2. Screed, tamp, and trowel finish concrete surfaces.

3.12 CONCRETE CURING

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

1. Comply with ACI 301 and ACI 306.1 for cold weather protection during curing.

2. Comply with ACI 301 and ACI 305.1 for hot-weather protection during curing.
3. Maintain moisture loss no more than 0.2 lb/sq. ft. x h, calculated in accordance with ACI 305.1, before and during finishing operations.

B. Curing Formed Surfaces: Comply with ACI 308.1 as follows:

1. Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces.
2. Cure concrete containing color pigments in accordance with color pigment manufacturer's instructions.
3. If forms remain during curing period, moist cure after loosening forms.
4. If removing forms before end of curing period, continue curing for remainder of curing period, as follows:
 - a. Continuous Fogging: Maintain standing water on concrete surface until final setting of concrete.
 - b. Continuous Sprinkling: Maintain concrete surface continuously wet.
 - c. Absorptive Cover: Pre-dampen absorptive material before application; apply additional water to absorptive material to maintain concrete surface continuously wet.
 - d. Water-Retention Sheeting Materials: Cover exposed concrete surfaces with sheeting material, taping, or lapping seams.
 - e. Membrane-Forming Curing Compound: Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's written instructions.
 - 1) Recoat areas subject to heavy rainfall within three hours after initial application.
 - 2) Maintain continuity of coating and repair damage during curing period.

C. Curing Unformed Surfaces: Comply with ACI 308.1 as follows:

1. Begin curing immediately after finishing concrete.
2. Interior Concrete Floors:
 - a. Floors to Receive Floor Coverings Specified in Other Sections: Contractor has option of the following:
 - 1) Absorptive Cover: As soon as concrete has sufficient set to permit application without marring concrete surface, install prewetted absorptive cover over entire area of floor.
 - a) Lap edges and ends of absorptive cover not less than 12 inches.
 - b) Maintain absorptive cover water saturated, and in place, for duration of curing period, but not less than seven days.
 - 2) Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive.

- a) Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
 - b) Cure for not less than seven days.
 - 3) Ponding or Continuous Sprinkling of Water: Maintain concrete surfaces continuously wet for not less than seven days, utilizing one, or a combination of, the following:
 - a) Water.
 - b) Continuous water-fog spray.
- b. Floors to Receive Penetrating Liquid Floor Treatments: Contractor has option of the following:
- 1) Absorptive Cover: As soon as concrete has sufficient set to permit application without marring concrete surface, install prewetted absorptive cover over entire area of floor.
 - a) Lap edges and ends of absorptive cover not less than 12 inches.
 - b) Maintain absorptive cover water saturated, and in place, for duration of curing period, but not less than seven days.
 - 2) Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive.
 - a) Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
 - b) Cure for not less than seven days.
 - 3) Ponding or Continuous Sprinkling of Water: Maintain concrete surfaces continuously wet for not less than seven days, utilizing one, or a combination of, the following:
 - a) Water.
 - b) Continuous water-fog spray.
- c. Floors to Receive Polished Finish: Contractor has option of the following:
- 1) Absorptive Cover: As soon as concrete has sufficient set to permit application without marring concrete surface, install prewetted absorptive cover over entire area of floor.
 - a) Lap edges and ends of absorptive cover not less than 12 inches.
 - b) Maintain absorptive cover water saturated, and in place, for duration of curing period, but not less than seven days.
 - 2) Ponding or Continuous Sprinkling of Water: Maintain concrete surfaces continuously wet for not less than seven days, utilizing one, or a combination of, the following:

- a) Water.
 - b) Continuous water-fog spray.
- d. Floors to Receive Chemical Stain:
 - 1) As soon as concrete has sufficient set to permit application without marring concrete surface, install curing paper over entire area of floor.
 - 2) Install curing paper square to building lines, without wrinkles, and in a single length without end joints.
 - 3) Butt sides of curing paper tight; do not overlap sides of curing paper.
 - 4) Leave curing paper in place for duration of curing period, but not less than 28 days.
- e. Floors to Receive Urethane Flooring:
 - 1) As soon as concrete has sufficient set to permit application without marring concrete surface, install prewetted absorptive cover over entire area of floor.
 - 2) Rewet absorptive cover, and cover immediately with polyethylene moisture-retaining cover with edges lapped 6 inches and sealed in place.
 - 3) Secure polyethylene moisture-retaining cover in place to prohibit air from circulating under polyethylene moisture-retaining cover.
 - 4) Leave absorptive cover and polyethylene moisture-retaining cover in place for duration of curing period, but not less than 28 days.
- f. Floors to Receive Curing Compound:
 - 1) Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's written instructions.
 - 2) Recoat areas subjected to heavy rainfall within three hours after initial application.
 - 3) Maintain continuity of coating, and repair damage during curing period.
 - 4) Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound does not interfere with bonding of floor covering used on Project.
- g. Floors to Receive Curing and Sealing Compound:
 - 1) Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller in accordance with manufacturer's written instructions.
 - 2) Recoat areas subjected to heavy rainfall within three hours after initial application.
 - 3) Repeat process 24 hours later, and apply a second coat. Maintain continuity of coating, and repair damage during curing period.

3.13 APPLICATION OF LIQUID FLOOR TREATMENTS

- A. Penetrating Liquid Floor Treatment: Prepare, apply, and finish penetrating liquid floor treatment in accordance with manufacturer's written instructions.

1. Remove curing compounds, sealers, oil, dirt, laitance, and other contaminants and complete surface repairs.
 2. Apply liquid until surface is saturated, scrubbing into surface until a gel forms; rewet; and repeat brooming or scrubbing.
 3. Rinse with water; remove excess material until surface is dry.
 4. Apply a second coat in a similar manner if surface is rough or porous.
- B. Sealing Coat: Uniformly apply a continuous sealing coat of curing and sealing compound to hardened concrete by power spray or roller in accordance with manufacturer's written instructions.

3.14 JOINT FILLING

- A. Prepare, clean, and install joint filler in accordance with manufacturer's written instructions.
1. Do not fill joints until construction traffic has permanently ceased.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.
- C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints.
- D. Overfill joint, and trim joint filler flush with top of joint after hardening.

3.15 CONCRETE SURFACE REPAIRS

- A. Defective Concrete:
1. Repair and patch defective areas when approved by Engineer.
 2. Remove and replace concrete that cannot be repaired and patched to Engineer's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete.
 - a. Limit cut depth to 3/4 inch.
 - b. Make edges of cuts perpendicular to concrete surface.
 - c. Clean, dampen with water, and brush-coat holes and voids with bonding agent.
 - d. Fill and compact with patching mortar before bonding agent has dried.
 - e. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
 2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement, so that, when dry, patching mortar matches surrounding color.

- a. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching.
 - b. Compact mortar in place and strike off slightly higher than surrounding surface.
3. Repair defects on concealed formed surfaces that will affect concrete's durability and structural performance as determined by Engineer.

D. Repairing Unformed Surfaces:

1. Test unformed surfaces, such as floors and slabs, for finish, and verify surface tolerances specified for each surface.
 - a. Correct low and high areas.
 - b. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
2. Repair finished surfaces containing surface defects, including spalls, popouts, honeycombs, rock pockets, crazing, and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
3. After concrete has cured at least 14 days, correct high areas by grinding.
4. Correct localized low areas during, or immediately after, completing surface-finishing operations by cutting out low areas and replacing with patching mortar.
 - a. Finish repaired areas to blend into adjacent concrete.
5. Correct other low areas scheduled to receive floor coverings with a repair underlayment.
 - a. Prepare, mix, and apply repair underlayment and primer in accordance with manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
 - b. Feather edges to match adjacent floor elevations.
6. Correct other low areas scheduled to remain exposed with repair topping.
 - a. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations.
 - b. Prepare, mix, and apply repair topping and primer in accordance with manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
7. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete.
 - a. Remove defective areas with clean, square cuts, and expose steel reinforcement with at least a 3/4-inch clearance all around.
 - b. Dampen concrete surfaces in contact with patching concrete and apply bonding agent.
 - c. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate.
 - d. Place, compact, and finish to blend with adjacent finished concrete.

- e. Cure in same manner as adjacent concrete.
- 8. Repair random cracks and single holes 1 inch or less in diameter with patching mortar.
 - a. Groove top of cracks and cut out holes to sound concrete, and clean off dust, dirt, and loose particles.
 - b. Dampen cleaned concrete surfaces and apply bonding agent.
 - c. Place patching mortar before bonding agent has dried.
 - d. Compact patching mortar and finish to match adjacent concrete.
 - e. Keep patched area continuously moist for at least 72 hours.
- E. Perform structural repairs of concrete, subject to Engineer's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to Engineer's approval.

3.16 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement according to requirements specified in this Article. The scheduling and costs for all testing shall be the responsibility of the contractor.
 - 1. Testing agency to be responsible for providing curing container for composite samples on Site and verifying that field-cured composite samples are cured in accordance with ASTM C31/C31M.
 - 2. Testing agency to immediately report to Engineer, Contractor, and concrete manufacturer any failure of Work to comply with Contract Documents.
 - 3. Testing agency to report results of tests and inspections, in writing, to Owner, Engineer, Contractor, and concrete manufacturer within 48 hours of inspections and tests.
 - a. Test reports to include reporting requirements of ASTM C31/C31M, ASTM C39/C39M, and ACI 301, including the following as applicable to each test and inspection:
 - 1) Project name.
 - 2) Name of testing agency.
 - 3) Names and certification numbers of field and laboratory technicians performing inspections and testing.
 - 4) Name of concrete manufacturer.
 - 5) Date and time of inspection, sampling, and field testing.
 - 6) Date and time of concrete placement.
 - 7) Location in Work of concrete represented by samples.
 - 8) Date and time sample was obtained.
 - 9) Truck and batch ticket numbers.
 - 10) Design compressive strength at 28 days.
 - 11) Concrete mixture designation, proportions, and materials.
 - 12) Field test results.
 - 13) Information on storage and curing of samples before testing, including curing method and maximum and minimum temperatures during initial curing period.

14) Type of fracture and compressive break strengths at seven days and 28 days.

- B. Batch Tickets: For each load delivered, submit three copies of batch delivery ticket to testing agency, indicating quantity, mix identification, admixtures, design strength, aggregate size, design air content, design slump at time of batching, and amount of water that can be added at Project site.
- C. Inspections:
 - 1. Headed bolts and studs.
 - 2. Verification of use of required design mixture.
 - 3. Concrete placement, including conveying and depositing.
 - 4. Curing procedures and maintenance of curing temperature.
 - 5. Verification of concrete strength before removal of shores and forms from beams and slabs.
- D. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with ASTM C 172/C 172M to be performed in accordance with the following requirements:
 - 1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
 - a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing to be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 - 2. Slump: ASTM C143/C143M:
 - a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - b. Perform additional tests when concrete consistency appears to change.
 - 3. Slump Flow: ASTM C1611/C1611M:
 - a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - b. Perform additional tests when concrete consistency appears to change.
 - 4. Air Content: ASTM C231/C231M pressure method, for normal-weight concrete;
 - a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - 5. Concrete Temperature: ASTM C1064/C1064M:
 - a. One test hourly when air temperature is 40 deg F and below or 80 deg F and above, and one test for each composite sample.
 - 6. Unit Weight: ASTM C567/C567M fresh unit weight of structural lightweight concrete.

- a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
- 7. Compression Test Specimens: ASTM C31/C31M:
 - a. Cast and laboratory cure two sets of two 6-inch by 12-inch or 4-inch by 8-inch cylinder specimens for each composite sample.
 - b. Cast, initial cure, and field cure two sets of three standard cylinder specimens for each composite sample.
- 8. Compressive-Strength Tests: ASTM C39/C39M.
 - a. Test one set of two laboratory-cured specimens at seven days and one set of two specimens at 28 days.
 - b. Test one set of two field-cured specimens at seven days and one set of two specimens at 28 days.
 - c. A compressive-strength test to be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
- 9. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor to evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
- 10. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi if specified compressive strength is 5000 psi, or no compressive strength test value is less than 10 percent of specified compressive strength if specified compressive strength is greater than 5000 psi.
- 11. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
- 12. Additional Tests:
 - a. Testing and inspecting agency to make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer.
 - b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42/C42M or by other methods as directed by Engineer.
 - 1) Acceptance criteria for concrete strength to be in accordance with ACI 301, Section 1.6.6.3.
- 13. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- 14. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.
- E. Measure floor and slab flatness and levelness in accordance with ASTM E1155 within 48 hours of completion of floor finishing and promptly report test results to Engineer.

3.17 PROTECTION

A. Protect concrete surfaces as follows:

1. Protect from petroleum stains.
2. Diaper hydraulic equipment used over concrete surfaces.
3. Prohibit vehicles from interior concrete slabs.
4. Prohibit use of pipe-cutting machinery over concrete surfaces.
5. Prohibit placement of steel items on concrete surfaces.
6. Prohibit use of acids or acidic detergents over concrete surfaces.
7. Protect liquid floor treatment from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by liquid floor treatments installer.
8. Protect concrete surfaces scheduled to receive surface hardener or polished concrete finish using Floor Slab Protective Covering.

PART 4 - MEASUREMENT, QUANTITY & PAYMENT

Cost for work specified in this section shall be paid for under the bid form line items for which they are a part. Costs shall include all excavation, shoring, formwork, finishes, steel reinforcement, reinforcement accessories, concrete materials, admixtures, water stops, vapor barriers, treatments, curing materials, joint fillers, bonding agents, adhesives, repair materials, testing, and all related appurtenances as required per the contract documents.

END OF SECTION 033000

SECTION 061000
ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Framing with dimension lumber.
 - 2. Framing with timbers.
 - 3. Framing with engineered wood products.
 - 4. Wood furring, grounds, nailers, and blocking.
 - 5. Sheathing.
 - 6. Subflooring.

1.3 DEFINITIONS

- A. Rough Carpentry: Carpentry work not specified in other Sections and not exposed, unless otherwise specified.
- B. Exposed Framing: Dimension lumber not concealed by other construction and indicated to receive a stained or natural finish.

1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data for the following products:
 - 1. Engineered wood products.
 - 2. Underlayment.
 - 3. Insulating sheathing.
 - 4. Air-infiltration barriers.
- C. Material certificates for dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the American Lumber Standards Committee's (ALSC) Board of Review.

- D. Wood treatment data as follows, including chemical treatment manufacturer's instructions for handling, storing, installing, and finishing treated materials:
 - 1. For each type of preservative-treated wood product, include certification by treating plant stating type of preservative solution and pressure process used, net amount of preservative retained, and compliance with applicable standards.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: To qualify for approval, an independent testing agency must demonstrate to Architect's satisfaction, based on evaluation of agency-submitted criteria conforming to ASTM E 699, that it has the experience and capability to satisfactorily conduct the testing indicated without delaying the Work.
- B. Single-Source Responsibility for Engineered Wood Products: Obtain each type of engineered wood product from one source and by a single manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Keep materials under cover and dry. Protect from weather and contact with damp or wet surfaces. Stack lumber, plywood, and other panels. Provide for air circulation within and around stacks and under temporary coverings.
 - 1. For lumber and plywood pressure treated with waterborne chemicals, place spacers between each bundle to provide air circulation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Wood-Preservative-Treated Materials:
 - a. Baxter: J. H. Baxter Co.
 - b. Chemical Specialties, Inc.
 - c. Continental Wood Preservers, Inc.
 - d. Osmose Wood Preserving, Inc.
 - 2. Laminated-Veneer Lumber:
 - a. Alpine Structures.
 - b. Georgia-Pacific Corp.
 - c. Trus Joist MacMillan.
 - 3. Prefabricated Wood I-Joists:
 - a. Trus Joist MacMillan.
 - b. Alpine Structures.
 - c. Georgia-Pacific Corp.

4. Gypsum Sheathing Board:
 - a. Georgia-Pacific Corp.
 - b. National Gypsum Co.; Gold Bond Building Products Division.
 - c. United States Gypsum Co.
5. Air-Infiltration Barriers:
 - a. Celotex Corporation (The); Building Products Division.
 - b. DuPont Company; Fibers Department.

2.2 LUMBER, GENERAL

- A. Lumber Standards: Comply with DOC PS 20, "American Softwood Lumber Standard," and with applicable grading rules of inspection agencies certified by ALSC's Board of Review.
- B. Inspection Agencies: Inspection agencies, and the abbreviations used to reference them, include the following:
 1. NELMA - Northeastern Lumber Manufacturers Association.
 2. NLGA - National Lumber Grades Authority (Canadian).
 3. RIS - Redwood Inspection Service.
 4. SPIB - Southern Pine Inspection Bureau.
 5. WCLIB - West Coast Lumber Inspection Bureau.
 6. WWPAA - Western Wood Products Association.
- C. Grade Stamps: Provide lumber with each piece factory marked with grade stamp of inspection agency evidencing compliance with grading rule requirements and identifying grading agency, grade, species, moisture content at time of surfacing, and mill.
- D. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 1. Provide dressed lumber, S4S, unless otherwise indicated.
 2. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal (38-mm actual) thickness or less, unless otherwise indicated.

2.3 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. General: Where lumber or plywood is indicated as preservative treated or is specified to be treated, comply with applicable requirements of AWPAC C2 (lumber) and AWPAC C9 (plywood). Mark each treated item with the Quality Mark Requirements of an inspection agency approved by ALSC's Board of Review.
- B. Pressure treat wood members in contact with ground or freshwater with waterborne preservatives to a minimum retention of 0.40 lb/cu. ft. (6.4 kg/cu. m).

2.4 DIMENSION LUMBER

- A. General: Provide dimension lumber of grades indicated according to the ALSC National Grading Rule (NGR) provisions of the inspection agency indicated.
- B. Non-Load-Bearing Interior Partitions: Provide framing of the following grade and species:
 - 1. Grade: No. 2.
 - 2. Species: Eastern softwoods; NELMA.
 - 3. Species: Northern species; NLGA.
 - 4. Species: Mixed southern pine; SPIB.
 - 5. Species: Western woods; WCLIB or WWPA.
 - 6. Species: Any species above.
- C. Exterior and Load-Bearing Walls: Provide framing of the following grade and species:
 - 1. Grade: No. 2.
 - 2. Species: Hem-fir (north); NLGA..
 - 3. Species: Southern pine; SPIB.
 - 4. Species: Douglas fir-larch; WCLIB or WWPA.
 - 5. Species: Mixed southern pine; SPIB.
 - 6. Species: Spruce-pine-fir; NLGA.
 - 7. Species: Douglas fir-south; WWPA.
 - 8. Species: Hem-fir; WCLIB or WWPA.
 - 9. Species: Douglas fir-larch (north); NLGA.
 - 10. Species: Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
 - 11. Species: Any species above.
- D. Framing Other than Non-Load-Bearing Partitions: Provide framing of the following grade and species:
 - 1. Grade: No. 2.
 - 2. Species: Spruce-pine-fir south; NELMA.
 - 3. Species: Hem-fir north; NLGA.
 - 4. Species: Spruce-pine-fir north; NLGA.
 - 5. Species: Mixed southern pine; SPIB.
 - 6. Species: Hem-fir; WCLIB or WWPA.
 - 7. Species: Any species above.

2.5 BOARDS

- A. Exposed Boards: Where boards will be exposed in the finished work, provide the following:
 - 1. Moisture Content: 19 percent maximum.
 - 2. Species and Grade: Spruce-pine-fir, C & Btr per WCLIB rules or C Select per NLGA or WWPA rules.
 - 3. As noted on plans by Architect.
- B. Concealed Boards: Where boards will be concealed by other work, provide lumber with 19 percent maximum moisture content and of following species and grade:
 - 1. Species and Grade: Eastern softwoods, No. 3 Common per NELMA rules.

2. Species and Grade: Mixed southern pine, No. 2 per SPIB rules.
3. Species and Grade: Spruce-pine-fir, Standard per WCLIB rules or No. 3 Common per WWPA rules.
4. Species and Grade: Western woods, Standard per WCLIB rules or No. 3 Common per WWPA rules.
5. Species and Grade: Any species above.

2.6 MISCELLANEOUS LUMBER

- A. General: Provide lumber for support or attachment of other construction, including rooftop equipment curbs and support bases, cant strips, bucks, nailers, blocking, furring, grounds, stripping, and similar members.
- B. Fabricate miscellaneous lumber from dimension lumber of sizes indicated and into shapes shown.
- C. Moisture Content: 19 percent maximum for lumber items not specified to receive wood preservative treatment.
- D. Grade: For dimension lumber sizes, provide No. 3 or Standard grade lumber per ALSC's NGRs of any species. For board-size lumber, provide No. 3 Common grade per NELMA, NLGA, or WWPA; No. 2 grade per SPIB; or Standard grade per NLGA, WCLIB or WWPA of any species.

2.7 ENGINEERED WOOD PRODUCTS

- A. General: Provide engineered wood products acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that evidence compliance with building code in effect for Project.
 1. Allowable Design Stresses: Provide engineered wood products with allowable design stresses, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis, and demonstrated by comprehensive testing performed by a qualified independent testing agency.
- B. Laminated-Veneer Lumber: Lumber manufactured by laminating wood veneers in a continuous press using an exterior-type adhesive complying with ASTM D 2559 to produce members with grain of veneers parallel to their lengths and complying with the following requirements:
 1. Extreme Fiber Stress in Bending: 2500 psi (17 MPa) for 12-inch nominal- (286-mm actual-) depth members.
 2. Modulus of Elasticity: 2,000,000 psi (13 800 MPa).
 3. Tension Parallel to Grain: 1850 psi (13 MPa).
 4. Compression Parallel to Grain: 2800 psi (19 MPa).
 5. Compression Perpendicular to Grain: 400 psi (3 MPa) perpendicular to and 500 psi (3.5 MPa) and parallel to glue line.
 6. Horizontal Shear: 285 psi (2 MPa) perpendicular to and 190 psi (1.3 MPa) parallel to glue line.

- C. Prefabricated Wood I-Joists: Units manufactured by bonding stress-graded lumber flanges to wood-based structural-use panel webs with exterior-type adhesives complying with ASTM D 2559, to produce I-shaped joists complying with the following requirements:
1. Flange Material: Laminated-veneer lumber.
 2. Web Material: Oriented-strand board (OSB) complying with DOC PS 2.
 3. Web Material: Plywood complying with DOC PS 2.
 4. Web Material: Either material indicated above, as standard with joist manufacturer.
 5. Structural Capacities: Establish and monitor structural capacities according to ASTM D 5055.
 6. Sizes: Depths and widths as indicated, with flanges not less than 1-1/2 inches (38 mm) in actual width.
 7. I-Joists shall be installed with all required anchors, stiffeners and bracing in accordance with manufacturer requirements.
- D. Parallel-Strand Lumber: Structural composite lumber made from wood strand elements with grain primarily parallel to member lengths, evaluated and monitored according to ASTM D 5456 and manufactured with an exterior-type adhesive complying with ASTM D 2559.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Louisiana-Pacific Corporation.
 - b. Weyerhaeuser Company.
 - c. Or equal.
 2. Extreme Fiber Stress in Bending, Edgewise: 2900 psi (20 MPa) for 12-inch nominal- (286-mm actual-) depth members.
 3. Modulus of Elasticity, Edgewise: 2,200,000 psi (15 100 MPa).

2.8 CONCEALED, PERFORMANCE-RATED STRUCTURAL-USE PANELS

- A. General: Where structural-use panels are indicated for the following concealed types of applications, provide APA-performance-rated panels complying with requirements designated under each application for grade, span rating, exposure durability classification, and edge detail (where applicable).
1. Thickness: Provide panels meeting requirements specified but not less than thickness indicated.
 2. Span Ratings: Provide panels with span ratings required to meet "Code Plus" provisions of APA Form No. E30, "APA Design/Construction Guide: Residential & Commercial."
- B. Subflooring: APA-rated sheathing.
1. Exposure Durability Classification: Exposure 1.
 2. Span Rating: 48/24.
 3. Minimum thickness: 3/4 inch.
 4. Floor sheathing shall be tongue and groove and installed with both construction adhesive and required nailing.
- C. Wall Sheathing: APA-rated sheathing.
1. Exposure Durability Classification: Exposure 1.

2. Span Rating: As required to suit stud spacing indicated.
3. Minimum thickness indicated on plan.

D. Roof Sheathing: APA-rated sheathing.

1. Exposure Durability Classification: Exposure 1.
2. Minimum Span Rating: 32/16.
3. Minimum thickness: 5/8 inch.
4. Roof sheathing shall be installed with panel clips.

2.9 STRUCTURAL-USE PANELS FOR BACKING

- A. Plywood Backing Panels: For mounting electrical or telephone equipment, provide fire-retardant-treated plywood panels with grade, C-D Plugged Exposure 1, in thickness indicated or, if not otherwise indicated, not less than 15/32 inch (11.9 mm) thick.

2.10 AIR-INFILTRATION BARRIER

- A. Air retarder complying with ASTM E 1677; made from polyolefins; either cross-laminated films, woven strands, or spunbonded fibers; coated or uncoated; with or without perforations to transmit water vapor but not liquid water; and as follows:

1. Minimum Thickness: 3 mils (0.08 mm).
2. Minimum Water-Vapor Transmission: 10 perms (575 ng/Pa x s x sq. m) when tested according to ASTM E 96, Procedure A.
3. Maximum Flame Spread: 25 per ASTM E 84.
4. Minimum Allowable Exposure Time: 3 months.

2.11 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.

1. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with a hot-dip zinc coating per ASTM A 153 or of Type 304 stainless steel.

- B. Nails, Wire, Brads, and Staples: FS FF-N-105.

- C. Power-Driven Fasteners: CABO NER-272.

- D. Wood Screws: ASME B18.6.1.

- E. Lag Bolts: ASME B18.2.1. (ASME B18.2.3.8M)

- F. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.

2.12 METAL FRAMING ANCHORS

- A. General: Provide galvanized steel framing anchors of structural capacity, type, and size indicated and as follows:
 - 1. Research or Evaluation Reports: Provide products for which model code research or evaluation reports exist that are acceptable to authorities having jurisdiction and that evidence compliance of metal framing anchors for application indicated with building code in effect for Project.
 - 2. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis, and demonstrated by comprehensive testing performed by a qualified independent testing agency.
- B. Galvanized Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653, G60 (ASTM A 653M, Z180) coating designation; structural, commercial, or lock-forming quality, as standard with manufacturer for type of anchor indicated.
- C. Joist Hangers: U-shaped joist hangers with 2-inch- (50-mm-) long seat and 1-1/4-inch- (32-mm-) wide nailing flanges at least 85 percent of joist depth.
 - 1. Thickness: 0.064 inch (1.6 mm).
- D. Top Flange Hangers: U-shaped joist hangers, full depth of joist, formed from metal strap with tabs bent to extend over and be fastened to supporting member.
 - 1. Strap Width: 2 inches (50 mm).
 - 2. Thickness: 0.064 inch (1.6 mm).
- E. Bridging: Rigid, V-section, nail less type, 0.064 inch (1.6 mm) thick, length to suit joist size and spacing.
- F. Rafter Tie-Downs (Hurricane Ties): Bent strap tie for fastening rafters or roof trusses to wall studs below, 1-5/8 inches (41 mm) wide by 0.052 inch (1.3 mm) thick minimum. Tie-Downs must be selected to meet uplift forces as calculated in the wood truss design.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Discard units of material with defects that impair quality of rough carpentry and that are too small to use with minimum number of joints or optimum joint arrangement.
- B. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted.
- C. Fit rough carpentry to other construction; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds, and similar supports to allow attachment of other construction.
- D. Apply field treatment complying with AWP A M4 to cut surfaces of preservative-treated lumber and plywood.

- E. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. CABO NER-272 for power-driven staples, P-nails, and allied fasteners.
 - 2. Published requirements of metal framing anchor manufacturer.
 - 3. "Recommended Nailing Schedule" of referenced framing standard and with AFPA's "National Design Specifications for Wood Construction."
 - 4. "Table 2305.2--Fastening Schedule" of the BOCA National Building Code.
- F. Use common wire nails, unless otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; predrill as required.
- G. Use hot-dip galvanized or stainless-steel nails where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity.
- H. Countersink nail heads on exposed carpentry work and fill holes with wood filler.

3.2 WOOD FRAMING, GENERAL

- A. Framing Standard: Comply with AFPA's "Manual for Wood Frame Construction," unless otherwise indicated.
- B. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.
- C. Install framing members of size and at spacing indicated.
- D. Do not splice structural members between supports.
- E. Firestop concealed spaces of wood-framed walls and partitions at each floor level and at ceiling line of top story. Where firestopping is not inherent in framing system used, provide closely fitted wood blocks of 2-inch nominal- (38-mm actual-) thickness lumber of same width as framing members.

3.3 AIR-INFILTRATION BARRIER

- A. Cover sheathing with air-infiltration barrier as follows:
 - 1. Apply air retarder to comply with manufacturer's written instructions.
 - 2. Apply air-infiltration barrier to cover upstanding flashing with 4-inch (100-mm) overlap.

END OF SECTION 06100

SECTION 06 65 00 – Plastic Simulated Wood Trim

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Cellular PVC trim boards for:
 - 1. Corner boards
 - 2. Fascia
 - 3. Architectural millwork
 - 4. Column Wraps
 - 5. Skirtboards

1.2 REFERENCES

- A. ASTM D792 - Density and Specific Gravity of Plastics by Displacement.
- B. ASTM D570 - Water Absorption of Plastics.
- C. ASTM D638 - Tensile Properties of Plastics.
- D. ASTM D790 - Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
- E. ASTM D1761 - Mechanical Fasteners in Wood.
- F. ASTM D5420 - Standard Test Method for Impact Resistance of Flat, Rigid Plastic Specimen by means of a Striker Impacted by a Falling Weight.
- G. ASTM D256 - Determining the Pendulum Impact Resistance of Plastics.
- H. ASTM D696 - Coefficient of Linear Thermal Expansion of Plastics Between -30°C and 30°C with a Vitreous Silica Dilatometer.
- I. ASTM D635 - Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position.
- J. ASTM E84 - Surface Burning Characteristics of Building Materials.
- K. ASTM D648 - Deflection Temperature of Plastics Under Flexural Load in the Edgewise Position.
- L. ASTM D3679 - Standard Specification for Rigid Poly Vinyl Chloride (PVC) Siding.

1.3 SUBMITTALS

- A. General: Submit under provisions of Section 01 30 00 – Administrative Requirements.
- B. Product Data: Manufacture's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation instructions and methods.
 - 4. Code compliance reports.

- C. Samples: For each product specified, two samples, minimum size 6 inches long, representing actual product, color, finish.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer with a minimum of 15 years producing PVC trim products.
- B. Installer Qualifications: Installer with a minimum of 3 years experience with the installation of PVC trim products.
- C. Regulatory Requirements: Check with Local Building Code for installation requirements.
- D. Allowable Tolerances:
 - 1. Variation in component length: $-0.00 / +1.00''$
 - 2. Variation in component width: $\pm 1/16''$
 - 3. Variation in component thickness: $\pm 1/16''$
 - 4. Variation in component edge cut: $\pm 2^\circ$
 - 5. Variation in Density $-0\% + 10\%$
- E. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 - 1. Finish areas designed by Architect.
 - 2. Do not proceed with remaining work until workmanship, color, and sheen are approved by architect.
 - 3. Refinish mock-up area as required to produce acceptable work.
 - 4. Accepted mock-ups shall be comparison standard for remaining work.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Trim materials should be stored on a flat and level surface on a full shipping pallet. Handle materials to prevent damage to product edges and corners.
- B. Store materials under a protective covering to prevent jobsite dirt and residue from collecting on the boards.

1.6 WARRANTY

- A. Provide manufacturer's Limited Lifetime warranty against defects in manufacturing that cause the products to rot, corrode, delaminate, or excessively swell from moisture.

PART II PRODUCTS

2.1 MANUFACTURES

- A. Acceptable products: AZEK® Trimboards manufactured by The AZEK® Company, which is located at: 888 N Keyser Ave Scranton, PA 18508, or approved equal

2.2 MATERIALS

- A. PVC: Free foam cellular PVC material with a small cell microstructure and density of .55 grams/cm³.

- Material shall have a minimum physical and performance properties specified in the following Section C.

C. Performance and physical characteristic requirements:

Property	Units	Value	ASTM Method
PHYSICAL			
Density	g/cm ³	0.55	D 792
Water Absorption	%	0.15	D 570
MECHANICAL			
Tensile Strength	psi	2256	D 638
Tensile Modulus	psi	144,000	D 638
Flexural Strength	psi	3329	D 790
Flexural Modulus	psi	144,219	D 790
Nail Hold	Lbf/in of penetration	35	D 1761

Property	Units	Value	ASTM Method
Screw Hold	Lbf/in of penetration	680	D 1761
Staple Hold	Lbf/in of penetration	180	D 1761
Gardner Impact	in-lbs	103	D5420
Charpy Impact (@23°C)	ft-lbs	4.5	D256
THERMAL			
Coefficient of Linear Expansion	in/in/°F	3.2 x 10-5	D 696
Burning Rate	in/min	No burn when flame removed	D 635
Flame Spread Index	--	25	E 84
Heat Deflection Temp 264 psi	°F	150	D 648
Oil Canning (@140°F)	°F	Passed	D 648

2.3 SIMULATED WOOD TRIM

- A. PVC Trimboard: AZEK® Rabbeted Trimboard, designed with 3/4 inch pocket to accommodate any siding product including fiber cement, cedar, hardboard and vinyl.
 1. Size:
 - a. Nominal Width:
 - 1) 4 inches
 - b. Nominal Thickness:
 - 1) 5/4 inch (1 inch actual size)
 - c. Length:
 - 1) 18 feet
 2. Finish:
 - a. Frontier (Woodgrain) finish

- B. PVC Skirtboard: AZEK® 1-Piece Skirtboard. Precut trim providing grade clearance and starter strip for fiber cement sidings as well as composite sidings.
 1. Size: Contractor to verify in field.
 - a. Nominal Width:
 - 1) 1 inch by 6 inches
 - 2) 1 inch by 8 inches
 - 3) 1 inch by 10 inches
 - b. Length:
 - 1) 18 feet.
 2. Finish:
 - a. Frontier/Woodgrain finish.

- C. PVC Columnwrap: AZEK® one-piece column wraps.
 1. Size:
 - a. Nominal Width:
 - 1) 6 inches by 6 inches (inside dimensions 5-3/4 inches)
 - b. Length:
 Contractor to verify in field
 - 1) 8 feet 6 inches
 - 2) 10 feet
 - c. Thickness:
 - 1) 1/2 inch

2. Finish:
 - a. Traditional/Smooth finish.

2.4 ACCESSORY PRODUCTS

A. Fasteners: All below Or approved equal

1. AZEK® Cortex for Trim
2. Use fasteners design for wood trim and wood siding (thinner shank, blunt point, full round head) with AZEK®.
3. Use a highly durable fastener such as stainless steel or hot-dipped galvanized.
4. Staples, small brads and wire nails must not be used as fastening members.
5. The fasteners should be long enough to penetrate the solid wood substrate a minimum of 1 ½”.
6. Standard nail guns work well with AZEK® trim products.
7. Use 2 fasteners per every framing member for trimboard applications. Trimboards 12” or wider, as well as sheets, will require additional fasteners.
8. Fasteners must be installed no more than 2” from the end of each board.
9. AZEK® should be fastened into a flat, solid substrate. Fastening AZEK® into hollow or uneven areas must be avoided.
10. Pre-drilling is typically not required unless a large fastener is used or product is installed in low temperatures.
11. 3/8” and ½” sheet product is not intended to be ripped into trim pieces. These profiles must be glued to a substrate and mechanically fastened.

B. Adhesives: All below Or approved equal

1. Glue all AZEK® to AZEK® joints such as window surrounds, long fascia runs, etc. with AZEK® Adhesive, a cellular pvc cement, to prevent joint separation.
2. The glue joint should be secured with a fastener and/or fastened on each side of the joint to allow adequate bonding time.
3. AZEK® Adhesive has a working time of 10 minutes and will be fully cured in 24 hours.
4. If standard pvc cements are used, keep in mind these products typically cure quickly which will result in limited working time and may reduce adhesive strength.
5. Surfaces to be glued should be smooth, clean and in complete contact with each other.
6. To bond AZEK® to other substrates, various adhesives may be used. Consult adhesive manufacturer to determine suitability.

C. Sealants:

1. Use urethane, polyurethane or acrylic based sealants without silicone.

2.5 FINISHES

A. AZEK products do not require paint for protection but may be painted to achieve a custom color.

B. Preparation:

1. No special surface preparations are required prior to painting - sanding is not necessary for paint adhesion.
2. Surface must be clean and dry.
3. Use a 100% acrylic latex paint with a Light Reflective Value (LRV) of 55 or higher.
4. Follow the paint manufacturer's recommendations to apply.

PART III EXECUTION

3.01 INSTALLATION

A. Manufacturer instructions:

1. Comply with manufacturer's product catalog installation instructions and product technical bulletin instructions.

B. Cutting:

1. AZEK® products can be cut using the same tools used to cut lumber.
2. Carbide tipped blades designed to cut wood work well. Avoid fine tooth metal cutting blades.
3. Rough edges from cutting may be caused by excessive friction, poor board support, or worn or improper tooling.

C. Cutting:

1. AZEK® products can be drilled using the same tools used to drill lumber.
2. Drilling AZEK® products is similar to drilling a hardwood. Care should be taken to avoid frictional heat build-up.
3. Use standard woodworking drills. Do not use drills made for normal rigid pvc.
4. Periodic removal of AZEK® shavings from the drill hole may be necessary.

D. Milling:

1. AZEK® products can be milled using standard milling machines used to mill lumber.
2. Relief Angle 20° to 30°
3. Cutting speed to be optimized with the number of knives and feed rate.

E. Routing:

1. AZEK® products can be routed using standard router bits and the same tools used to rout lumber.
2. Carbide tipped router bits are recommended.

F. Edge Finishing:

1. Edges can be finished by sanding, grinding or filing with traditional woodworking tools.

G. Nail Location:

1. Use 2 fasteners per every framing member for trimboard applications.
2. Trimboards over 12" or wider, as well as sheets, will require additional fasteners.
3. Fasteners must be installed no more than 2" from the end of each board.

H. Thermal Expansion and Contraction:

1. AZEK® products expand and contract with changes in temperature.
2. Properly fastening AZEK® material along its entire length will minimize expansion and contraction.
3. When properly fastened, allow 1/8" per 18 foot of AZEK® product for expansion and contraction.
4. Joints between pieces of AZEK® should be glued to eliminate joint separation. When gaps are glued on a long run of AZEK®, allow expansion and contraction at ends of the run.

END OF SECTION

SECTION 067300 – SOLID EXTRUDED PVC DECKING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Solid Extruded PVC decking.
 - 2. Decking fastening system.

- B. Related Requirements:

- 1. Section 061000 "Rough Carpentry" for wood framing, furring, blocking, and other carpentry work not exposed to view.
 - 2. Section 062013 "Exterior Finish Carpentry" for cellular PVC trim and mouldings.
 - 3. Section 072500 "Weather Barriers" for flexible flashing used with decking.
 - 4. Section 076200 "Sheet Metal Flashing and Trim" for sheet metal flashing used with decking.

1.3 ACTION SUBMITTALS

- A. Product Data: For solid extruded PVC decking and decking fastening system components. Include installation instructions.
- B. Samples: For decking, not less than 24 inches (600 mm) long, showing the range of variation to be expected in appearance of decking, including surface texture.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store materials under cover and protected from weather and contact with damp or wet surfaces. Stack materials flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.
- B. Handle and store decking materials to comply with manufacturer's written instructions.

1.5 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of decking system that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:

- a. Structural failures, including cracking, splitting, and deforming.
- 2. Product Warranty Period: **Limited Lifetime** years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SOLID EXTRUDED PVC DECKING

- A. Basis-of-Design Product: Legacy tongue and groove, as manufactured by Aeratis, PO Box 11087, Chandler, AZ 85248, 888-676-2683, or approved equal:
- B. All-Plastic Decking: Solid extruded PVC tongue and groove planks, cellular PVC. No wood or cellulose fiber content will be accepted.
 - 1. Decking Standard: ICC-ES AC174.
 - 2. Decking Size: 6" wide x 1" thick (nominal)
 - 3. Decking Length: 12', 16', 20' – consistent length compatible with new deck structure spacing.
 - a. Contractor to verify in field.
 - 4. Configuration: Provide product with grooved edges designed for fastening with concealed decking fasteners.
 - 5. Surface Texture: Embossed woodgrain.
 - 6. Color: Battleship Gray
 - 7. Fascia Board: 12" wide x 1/2" thick (nominal) x 12 ft. actual matching decking color.
 - 8. Stair Riser Board: 12-1/2" deep x 1" (nominal), 3-sided chamfered nosing. Match decking color.
 - a. Contractor to verify length in field.

2.2 DECKING FASTENING SYSTEM

- A. Fasteners: Stainless steel screws, minimum #7 size, in sufficient length to penetrate not less than 1-1/4 inches into wood framing substrate.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.

3.3 INSTALLATION

- A. Set work to required levels and lines, with members plumb, true to line, cut, and fitted. Fit work to other construction; scribe and cope as needed for accurate fit.

- B. Install decking, fascia board, and stair treads in accordance with manufacturer's written instructions.
- C. Secure decking to wood framing with concealed screws.
- D. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
- E. For exposed work, arrange fasteners in straight rows parallel with edges of members, with fasteners evenly spaced and with adjacent rows staggered.

END OF SECTION 067300

SUPPLEMENTARY SPECIFICATIONS
FOR THE CENTER FOR THE ARTS SITE IMPROVEMENTS (RE-BID)
IN THE TOWNSHIP OF EVESHAM
COUNTY OF BURLINGTON

AUTHORIZATION OF CONTRACT

The contract for this project is authorized by the provisions of local public contracts law, NJSA 40A: 11-1 et seq.

SPECIFICATIONS TO BE USED

The electronic version of the 2019 Standard Specifications for Road and Bridge Construction, effective September 1, 2019 as referenced in Baseline Document Change announcement BDC19S-01 of the New Jersey Department of Transportation and as amended herein, shall govern the construction of this project.

WAGE RATES

The contractor shall pay the minimum wage rates determined by the New Jersey Department of Labor.

State wage rates may be obtained from the New Jersey Department of Labor (Telephone: 609-292-2259) or by accessing the Department of Labor's web site at:
http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html. The State wage rates in effect at the time of award will be made a part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25, *et seq.*).

In the event it is found that any employee of the contractor or any subcontractor covered by the contract, has been paid a rate of wages less than the minimum wage required to be paid by the contract, the contracting agency 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 a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the contracting agency for any excess costs occasioned thereby.

GENERAL

All awards shall be made subject to the approval of the New Jersey Department of Transportation. No construction shall start before approval of said award by the New Jersey Department of Transportation. Prior to the start of construction the contractor must submit a Material Questionnaire (SA-11) listing all sources of materials. Any materials used on the project from a non-approved New Jersey Department of Transportation source will be considered non-participating. The contractor is also notified that the District Office, Division of Local Aid and Economic Development must be notified of the construction commencement date at least three (3) calendar days prior to the start of construction.

Award of contract and subletting will not be permitted to, materials will not be permitted from, and use of equipment will not be permitted that is owned and/or operated by, firms and individuals included in the report of suspensions, [debarments](#) and disqualifications of firms and individuals as maintained by the Department of the Treasury, Division of Purchase & Property, Contract Compliance & Administration, Trenton NJ 08625 (609-292-5400).

Payment for a pay item in the proposal includes all the compensation that will be made for the work of that item as described in the contract documents unless the "measurement and payment" clause provides that certain work essential to that item will be paid for under another pay item.

Whenever any section, subsection, subpart or subheading is amended by such terms as changed to, deleted or added it is construed to mean that it amends that section, subsection, subpart or subheading of the 2019 Standard Specifications unless otherwise noted.

Whenever reference to page number is made, it is construed to refer to the 2019 Standard Specifications unless otherwise noted.

Henceforth in this supplementary specification whenever reference to the State, Department, ME, RE or Inspector is made, it is construed to mean the particular municipality or county executing this contract.

Whenever reference to Title 27 is made, it is construed to mean Title 40.

SECTION 100 - GENERAL PROVISIONS

The following sections of the standard specifications are deleted:

SECTION 101 - GENERAL INFORMATION

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

SECTION 104 - SCOPE OF WORK

SECTION 105 - CONTROL OF WORK

SECTION 106 - CONTROL OF MATERIAL

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

SECTION 108 - PROSECUTION AND PROGRESS

SECTION 109 - MEASUREMENT AND PAYMENT

These sections of the standard specifications are changed to the requirements of the contracting agency contained here in these contract construction specifications document.

DIVISION 150 - CONTRACT REQUIREMENTS

The following sections of the standard specifications are deleted:

SECTION 151 - PERFORMANCE BOND AND PAYMENT BOND

SECTION 152 - INSURANCE

SECTION 153 - PROGRESS SCHEDULE

SECTION 154 - MOBILIZATION

SECTION 155 - CONSTRUCTION FIELD OFFICE

SECTION 156 - MATERIALS FIELD LABORATORY

SECTION 157 - CONSTRUCTION LAYOUT AND MONUMENTS

SECTION 161 - FINAL CLEANUP

These sections of the standard specifications are changed to the requirements of the contracting agency contained here in these contract construction specifications.

SECTION 158 - SOIL EROSION AND SEDIMENT CONTROL AND WATER QUALITY CONTROL

158.04 MEASUREMENT AND PAYMENT

The list of pay items is deleted and the following is added:

Various temporary soil erosion and sediment control and water quality control devices will not be measured for payment.

Separate payment will not be made for temporary soil erosion and sediment control and water quality control and dust control but the cost will be included in the various items in the proposal.

SECTION 162 ALLOWANCE

162.01 DESCRIPTION

The Contractor shall make an allowance in his bid for any modifications or additions associated with construction of the project including any incidental or additional material, services or appurtenances not specifically described in the specifications but required to satisfactorily complete the project. All work must be ordered by the Engineer to qualify for payment. This item is intended to be utilized to compensate the Contractor for any unknown items of work.

161.04 MEASUREMENT AND PAYMENT

Item

ALLOWANCE

Pay Unit

ALLOWANCE

The Contractor will be paid from the allowance based on a mutually agreeable price between the Contractor and the Owner/Engineer prior to commencing work not specified. To qualify for payment, work must be ordered by the Owner or Engineer in writing.

The Contractor shall allow \$10,000.00 for this item to cover the work under item "ALLOWANCE". Nothing herein shall constitute a guarantee that the Contractor is entitled to payment of any portion of the allowance. If no work is done until this item, the full amount of \$10,000.00 shall not be paid by the Owner to the Contractor.

SECTION 201 - CLEARING SITE

201.04 MEASUREMENT AND PAYMENT

The following is added:

Payment for the item “clearing site” in excess of 50% of the bid price will not be made until completion of the project.

DIVISION 400 - SURFACE COURSES

SECTION 401 – HOT MIX ASPHALT (HMA) COURSES

401.03.03 HMA Pavement Repair

THE TITLE AND ENTIRE SUBSECTION IS CHANGED TO:

401.03.03 HMA Repair

- A. HMA Pavement Repair.** Arrange a project site meeting with the RE to establish the limits of HMA pavement repair. Additional repairs, not delineated on the Plans or by the RE during the project site meeting, may be required if the need is established by the RE.

If potholes are discovered, notify the RE immediately. The RE may immediately direct repairs of small areas. The RE may require further evaluation of a large area to determine the need for additional milling and paving.

Perform HMA repairs as a separate operation before milling, paving, and other surface treatments. The Contractor may request approval of the RE to perform the repair work as one operation with the paving or surface treatment.

HMA repairs may be performed on full depth HMA pavement or on composite pavement (HMA over concrete pavement). For full depth HMA pavement, sawcut existing HMA pavement to a depth of 8 inches. For composite pavement, sawcut existing HMA to a depth of 8 inches or up to the top of concrete, whichever is less. Sawcut lines parallel and perpendicular to the roadway baseline and 3 inches away, at the closest point, from the damaged area to be repaired.

Remove damaged and loose material within the boundary of the sawcuts to form rectangular openings with vertical sides to a depth of 8 inches for HMA pavement, or to the top of concrete for composite pavement. A milling machine may be used to remove damaged pavement to form the repair areas if approved by the RE.

After the existing damaged HMA and loose material has been removed, the RE will examine underlying material to determine its condition.

If the base of the repair area is unbound material, then shape and compact the unbound material to produce a firm and level base.

If water exists in the area, remove the underlying material to the depth as directed by the RE. Place geotextile, then place and compact coarse aggregate to required grade to provide for a minimum 8 inch thick HMA pavement repair. Compact coarse aggregate as specified in 203.03.02.B.3.

If the base of the repair is HMA or concrete pavement, then ensure that the remaining pavement is cleaned and dry prior to applying tack coat.

Apply tack coat at an application rate of 0.15 gallons per square yard to the vertical surfaces and base of the opening. Spread and grade HMA surface course mix in the opening as specified for the roadway surface or a HMA surface course mix approved by the RE. Ensure that the temperature of the HMA when placed is at least 250 °F, and compact as specified in 401.03.07.F. Compact areas not accessible to rollers with a flat face compactor. Compact until the top of the patch is flush with, or 1/8 inch higher than, the adjacent pavement surface.

Reuse removed material as specified in 202.03.03.C.1.

- B. HMA Longitudinal Joint Repair.** Arrange a project site meeting with the RE to establish the limits of HMA longitudinal repair areas. Additional repairs, not delineated on the Plans or by the RE during the project site meeting, may be required if the need is established by the RE.

Mill 2 feet wide, unless directed otherwise by the RE, centered over the HMA longitudinal joint, rumble strip, longitudinal distress areas or any combination of the three, as shown on the Plans and as directed by the RE. Mill to a minimum 2 inches in depth, or as required to remove the damaged pavement. For distress areas wider than 4 feet, the RE may direct the use of HMA pavement repair as specified in 401.03.03.A.

Clean the milled area as specified in 401.03.01.A. Obtain RE approval of the repair area before proceeding with the repair.

Apply polymerized joint adhesive to the vertical surfaces of the repair area as specified in 401.03.04. Apply tack coat as specified in 401.03.05 at an application rate of 0.15 gallons per square yard to the bottom surface of the repair area. Obtain RE approval of the repair area before proceeding with the repair. Spread and grade Hot Mix

Asphalt 9.5M64 Surface Course in the repair area as specified in 401.03.07.E. Ensure that the temperature of the HMA when placed and compacted is at least 250 °F. Compact as specified in 401.03.07.F, ensuring that the top of the compacted HMA is flush with, or not greater than 1/8 inch higher than, the adjacent pavement surface.

Reuse removed material as specified in 202.03.03.C.1.

401.03.07 HMA Courses

THIS SUBSECTION IS REPLACED BY THE FOLLOWING:

H. Air Void Requirements

Pavement lots are defined as approximately 15,000 square yards of pavement in Surface area. If pavement lot area is less than 5000 square yards, the Local Aid District Office may waive the air voids requirements.

The RE will designate an independent testing agency (Laboratory) to perform the quality assurance sampling, testing and analysis. The Laboratory is required to be accredited by the AASHTO Accreditation Program (www.amrl.net). The Laboratory's accreditation must include AASHTO T 166 and AASHTO T 209.

The Laboratory Technician who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2.

The Laboratory will determine air voids from 5 (Five) 6 inch diameter cores taken from each lot in random locations within the traveled way and at least one core in each travel lane. The HMA Core Sampling Plan form provided on the [Local Aid Website](#) must be utilized by the Laboratory to determine the random locations of the cores. The Laboratory may rerun the random location functions on the HMA Core Sampling Plan form to resolve any conflicts generated by the HMA Core Sampling Plan form and physical limitations of the HMA lot, such as utility conflicts, or the specifications defined herein. The coring locations must be designated by a station and offset, and offsets are taken from the left edge of the pavement in the direction of travel within the lane lines. The Laboratory must disclose the contents of the HMA Core Sampling Plan with the Contractor to assist in the schedule of construction.

The Laboratory will determine air voids of cores from the values for the maximum specific gravity of the mix and the bulk specific gravity of the core. The Laboratory will determine the maximum specific gravity of the mix according to NJDOT B-3 and AASHTO T 209, except that minimum sample size may be waived in order to use a 6-inch diameter core sample. The Laboratory will determine the bulk specific gravity of the compacted mixture by testing each core according to AASHTO T 166.

The Laboratory will calculate the percent defective (PD) as the percentage of the lot outside the acceptable range of 2 percent air voids to 8 percent air voids. The acceptable quality limit is 15 percent defective. For lots in which PD > 15, the Department will assess a negative pay adjustment.

The Laboratory will use and submit to the RE the DS8S-PD form provided on the [Local Aid Website](#) and verify manually the PD calculation.

The Laboratory will calculate pay adjustments based on the following:

1. Sample Mean ($\bar{X}$) and Standard Deviation (S) of the N Test Results ($X_1, X_2, \dots, X_N$).

$$\bar{X} = \frac{(X_1 + X_2 + \dots + X_N)}{N}$$

$$S = \sqrt{\frac{(X_1 - \bar{X})^2 + (X_2 - \bar{X})^2 + \dots + (X_N - \bar{X})^2}{N - 1}}$$

2. **Quality Index (Q).**

$$Q_L = \frac{(\bar{X} - 2.0)}{S}$$

$$Q_U = \frac{(8.0 - \bar{X})}{S}$$

3. **Percent Defective (PD).** Using NJDOT ST for the appropriate sample size, the Laboratory will determine PD_L and PD_U associated with Q_L and Q_U , respectively. $PD = PD_L + PD_U$

4. **Reduction Per Lot.** Calculate the reduction per lot as specified in Table 401.03.07-3:

Table 401.03.07-3	
Reduction in Payment for Nonconformance to Air Void Requirements	
Percent Defective (PD) Per Lot	Reduction Per Lot (%)
$0 < PD \leq 15$	0
$15 < PD \leq 30$	0.5
$30 < PD \leq 35$	2
$35 < PD \leq 40$	10
$40 < PD \leq 45$	15
$45 < PD \leq 50$	20
$50 < PD \leq 60$	30
$60 < PD \leq 75$	45
$PD > 75$	Remove & Replace

5. **Outlier Detection.** If $PD < 10$, the Laboratory will not screen for outliers. If $PD \geq 10$, the Laboratory will screen acceptance cores for outliers using a statistically valid procedure. The following procedure applies only for a sample size of 5 or 10.

1. The Laboratory will arrange the core results in ascending order, in which X_1 represents the smallest value and X_N represents the largest value.
2. If X_N is suspected of being an outlier, the Laboratory will calculate:

$$R = \frac{X_N - X_{(N-1)}}{X_N - X_1}$$

3. If X_1 is suspected of being an outlier, the Laboratory will calculate:

$$R = \frac{X_2 - X_1}{X_N - X_1}$$

4. For $N = 5$ if $R > 0.642$, the value is judged to be statistically significant and the core is excluded.

For $N = 10$ if $R > 0.412$, the value is judged to be statistically significant and the core is excluded.

If an outlier is detected for $N = 5$ and no retest is warranted, the Contractor may replace that core by taking an additional core at the same offset and within 5 feet of the original station. If an outlier is detected and a

retest is justified, take a replacement core for the outlier at the same time as the 5 additional retest cores are taken. If the outlier replacement core is not taken within 15 days, the Laboratory will use the initial core results to determine reduction per lot.

If an outlier is detected for $N = 10$, the Contractor may replace that core by taking an additional core at the same offset and within 5 feet of the original station. If the outlier replacement core is not taken within 15 days, the Laboratory will use the initial core results to determine the reduction per lot.

6. **Retest.** If the initial series of 5 cores produces a percent defective value of $PD \geq 30$ for mainline or ramp lots, or $PD \geq 50$ for other pavement lots, the Contractor may elect to take an additional set of 5 cores at random locations chosen by the HMA Core Sampling Plan form. Take the additional cores within 15 days of receipt of the initial core results. If the additional cores are not taken within the 15 days, the Laboratory will use the initial core results to determine the PPA. If the additional cores are taken, the Laboratory will recalculate the reduction per lot using the combined results from the 10 cores.
7. **Removal and Replacement.** If the final lot $PD \geq 75$ (based on the combined set of 10 cores or 5 cores if the Contractor does not take additional cores), remove and replace the lot and all overlying work. The replacement work is subject to the same requirements as the initial work.

For shoulder lots, the Department will assess the calculated reduction per lot instead of removal and replacement. Fog seal the lot as specified in 422.03.01.

I. Thickness Requirements

SUBSECTION AND REPLACE THIS SUBSECTION'S CONTENTS WITH THE FOLLOWING:

Thickness requirements will apply when full-depth, uniform-thickness HMA pavement construction is shown.

Pavement lots are defined as approximately 15,000 square yards of pavement area. The Engineer will not include areas consisting of different HMA mixtures or thicknesses in the same lot. If thickness lot area is less than 5000 square yards, the District Local Aid Office may waive the thickness requirements.

The RE will designate an independent testing agency (Laboratory) to perform the quality assurance sampling, testing and analysis. The Laboratory is required to be accredited by the AASHTO Accreditation Program (www.amrl.net). The Laboratory's accreditation must include AASHTO T 166 and AASHTO T 209.

The Laboratory Technician who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2.

The Laboratory will test for thickness using the full-depth cores taken for surface course air voids, evaluated according to NJDOT B-4. The Laboratory will base acceptance on total thickness and thickness of the surface course.

1. **Total Thickness.** The Laboratory will calculate the percent defective (PD) as the percentage of the lot that is less than the design thickness. The Laboratory will consider 25 percent defective as the acceptable quality limit. For lots where $PD < 25$, the Department will award a positive pay adjustment. For lots where $PD > 25$, the Department will assess a negative pay adjustment.

The Department will base total thickness acceptance on the percentage of the lot estimated to fall below the specified thickness as follows

- a. **Sample Mean ($\bar{X}$) and Standard Deviation (S) of the N Test Results ($X_1, X_2, \dots, X_N$).** Calculate as specified in 401.03.07.H.1.

$$\bar{X} = \frac{(X_1 + X_2 + \dots + X_N)}{N}$$

$$S = \sqrt{\frac{(X_1 - \bar{X})^2 + (X_2 - \bar{X})^2 + \dots + (X_N - \bar{X})^2}{N - 1}}$$

b. **Quality Index (Q_I)**

$$Q_L = \frac{(\bar{X} - T_{des})}{S}$$

Where T_{des} = design thickness.

- c. **Percent Defective (PD).** Using NJDOT ST for the appropriate sample size, determine the percentage of material (PD) falling below the design thickness associated with Q_L (lower limit).
- d. **Reduction in Payment.** The Department will determine the reduction in payment based on the quantity of the surface course multiplied by the percent reduction in payment from Table 401.03.07-5.

Table 401.03.07-5 Reduction in Payment for Nonconformance to Requirements for Total Thickness	
Percent Defective	Percent Reduction
0 to 25.0	0
25.1 to 30.0	2
30.1 to 35.0	5
35.1 to 40.0	10
40.1 to 45.0	20
Over 45.0	Remove & Replace

- e. **Retest.** If the initial series of 5 cores produces a percent defective value of $PD \geq 30$, the Contractor may elect to take an additional set of 5 cores at random locations chosen by the RE. Notify the RE within 15 days of receipt of the initial core results to take the additional cores. If the RE is not notified within the 15 days, the Laboratory will use the initial core results to determine the reduction in payment for nonconformance requirements. If the additional cores are taken, the ME will recalculate the reduction in payment for nonconformance requirements using the combined results from the 10 cores.
- f. **Removal and Replacement.** If the lot $PD \geq 45$, remove and replace, or mill and overlay, the lot. The replacement work is subject to the same requirements as the initial work.
2. **Surface Course Thickness.** The Laboratory will evaluate the surface course solely to determine whether a remove- and-replace or an overlay condition exists, not for pay adjustment. The Laboratory will calculate the percent defective (PD) as the percentage of the lot that is less than the allowable thickness for the nominal maximum aggregate used in the surface course. The Laboratory will accept pavement lots with $PD \leq 30$ and will reject pavement lots with $PD > 30$.

The Laboratory will base surface thickness acceptance on the percentage of the lot estimated to fall below the allowable thickness as follows:

- a. **Sample Mean (X) and Standard Deviation (S) of the N Test Results (X₁, X₂,..., X_N).**
Calculate using the formula as specified in 401.03.03.I.1.

- b. **Quality Index (Q).**

$Q_L = (X - Tall)/S$, where Tall is the minimum allowable thickness from Table 401.03.07-6.

Table 401.03.07-6 Surface Course Thickness Requirements	
HMA Mix Design Size Designation	Minimum Allowable Compacted Lift Thickness (T_{all})
4.75 MM	0.50 inch
9.5 MM	1.00 inch
12.5 MM	1.25 inches
19 MM	2.00 inches

- c. **Percent Defective.** Using NJDOT ST - Statistical Tables (NJDOT Standard Specs for Roads and Bridges 2019-NJDOT TEST METHODS) for the appropriate sample size, determine the percentage of material (PD) falling below the allowable thickness associated with Q_L (lower limit).
- d. **Retest.** If the initial series of 5 cores produces a percent defective value of $PD > 30$, the Contractor may take an additional 5 cores at random locations determined by the Laboratory. Notify the RE within 15 days of receipt of the initial core results to take the additional cores. If the RE is not notified within the 15 days, the Laboratory will use the initial core results to determine the PPA. When the additional cores are taken, the Laboratory will recalculate the reduction in payment for nonconformance requirements using the combined results from the 10 cores to obtain the total PD.
- e. **Removal and Replacement.** If the surface course fails to meet the acceptance requirement with a $PD \leq 45$, the Department will require removal and replacement of the lot. The replacement work is subject to the same requirements as the initial work.

DIVISION 600 - MISCELLANEOUS CONSTRUCTION

SECTION 606 - SIDEWALKS, DRIVEWAYS AND ISLANDS

606.03.03 Detectable Warning Surfaces

This subsection is added to this section:

Description.

This work shall consist of applying cast in place composite tile detectable warnings surface on Portland cement concrete sidewalk required by 4.1 and 4.7 of the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG), for delineation of public sidewalk curb ramps.

Materials.

Detectable warnings shall be clay brick and consist of raised truncated domes with a diameter of nominal 0.9 in, a height of nominal 0.2 in and a center-to-center spacing of nominal 2.35 in (60 mm) and shall contrast visually with adjoining surfaces, either light-on-dark, or dark-on-light.

The clay brick material used to provide contrast shall be an integral part of the walking surface. Detectable warnings used on interior surfaces shall differ from adjoining walking surfaces in resiliency or sound-on-cane contact

Construction Requirements.

Equipment and procedures for applying detectable warnings on walkway surfaces shall be such that the material is not damaged during installation.

The detectable warnings shall be installed four (4) feet in width (parallel to the street) and two (2) feet in longitudinal direction (perpendicular to the street).

All detectable warning material determined to be damaged or not to be in conformance with these specification or plans, shall be removed and replaced at no cost to the state.

606.04 MEASUREMENT AND PAYMENT

The following is added:

Payment for the removal and disposal of any existing sidewalks and/or driveways and all adjacent site restoration, unless payment is otherwise provided for under other pay items, will be included in the unit price bid for Concrete Sidewalk, 4" Thick.

The following item is added:

<i>Item</i>	<i>Pay Unit</i>
PRECAST CONCRETE WHEEL STOP	UNIT

SECTION 612 – SIGNS

612.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

Separate payment will not be made for the reflector post panel. All costs associated with this work shall be included in the unit price bid for “REGULATORY AND WARNING SIGN.”

The following section is added:

SECTION 613 – ALUMINUM RAMP AND STAIR SYSTEM

613.01 DESCRIPTION

This work shall consist of labor, materials, and equipment necessary for the furnishing and installation of Aluminum Ramp and Stair System. This work shall include but not be limited to installation of sport appurtenances and related anchoring hardware as shown on the plans and as specified herein.

The Contractor shall submit signed and scaled drawings and calculations for the Aluminum Ramp and Stair System to the Engineer for approval prior to ordering the equipment.

613.02 MATERIALS

The Aluminum Ramp and Stair System shall be:

1. Aluminum ramp & stair system shall be 26' ADA straight ramp with 64" x 192" ADA threshold platform and ADA stairs as manufactured by upside innovations, LLC or approved equal.
2. Color of ramp and stair system shall be black.
3. Contractor shall submit signed and sealed drawings and calculations for approval prior to fabrication.

613.03 CONSTRUCTION

The Aluminum Ramp and Stair System shall be installed in the location as shown on the plans, and in accordance with the manufacturer's requirements. The Contractor shall be responsible for protection of the system until final acceptance by the Owner. All manufacturer guarantees shall be given to the Owner.

613.04 MEASUREMENT AND PAYMENT

The Aluminum Ramp and Stair System will be measured by the unit. The prices bid for the Aluminum Ramp and Stair System shall include all labor, materials and equipment necessary for the furnishing and installation of sport field appurtenances. This includes, but is not limited to, installation of Aluminum Ramp and Stair System, related anchoring hardware, fill, stone and all else necessary therefore and incidental thereto.

<u>Item</u>	<u>Pay Unit</u>
FURNISH AND INSTALL NEW ALUMINUM RAMP SYSTEM COMPLETE	UNIT

DIVISION 650 - UTILITIES

The following sections of the standard specifications are deleted:

SECTION 651 - WATER

SECTION 652 - SANITARY SEWER

SECTION 653 - GAS

These sections of the standard specifications are changed to the requirements of the contracting agency contained here in these contract construction specifications.

DIVISION 800 – LANDSCAPING
SECTION 804 – TOPSOIL SPREADING

804.04 MEASUREMENT AND PAYMENT

The following is added:

Separate payment will not be made for the stripping of topsoil. All costs shall be included in the price bid for TOPSOIL SPREADING, 4" THICK.

SECTION 902 - ASPHALT

902.02.03 Mix Design

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Unless otherwise approved by the Engineer, only one source of supply for hot mix asphalt surface course may be used on the project.

902.02.04 SAMPLING AND TESTING

ADD THE FOLLOWING TO 902.02.04:

- E. **Acceptance of HMA.** The Department may accept the HMA as specified in 902.02.04.A through 902-02.04, E by employing staff or an independent testing agency at the HMA plant during production. The inspector who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2.

Alternatively, the Department may accept the HMA by Certification of Compliance according to 106.07.

END OF SUPPLEMENTARY SPECIFICATIONS