



# **UNION COUNTY**

## **IMPROVEMENT AUTHORITY**

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**REQUEST FOR BIDS**

**FOR**

**CONSTRUCTION OF THE NEW UNION COUNTY  
GOVERNMENT COMPLEX**

**Partially Funded by Federal Grants pursuant to the Coronavirus State Fiscal Recovery Fund  
- G2023-79 under the American Rescue Plan Act of 2021, P.L. 117-2, as amended.**

**Issued By:**

**UNION COUNTY IMPROVEMENT AUTHORITY  
10 ELIZABETHTOWN PLAZA, 5TH FLOOR  
ELIZABETH, NEW JERSEY 07207**

**Issue Date: November 8, 2023**

**Due Date: January 30, 2024**

**UNION COUNTY IMPROVEMENT AUTHORITY  
REQUEST FOR BIDS  
CONSTRUCTION OF THE  
NEW UNION COUNTY GOVERNMENT COMPLEX**

**PUBLIC NOTICE**

The Union County Improvement Authority (the “Authority”) has issued a Request for Bids (the “RFB”) soliciting Bids from qualified entities (“Bidder(s)”) for the construction of the New Union County Government Complex in the City of Elizabeth (the “City”) for use and occupancy by the County of Union (the “County”).

Sealed Bids must be received by the Authority on or before **11:00 a.m.**, prevailing time, on **January 30, 2024** (the “Due Date”). Any Bid received after the Due Date will be rejected. Bids must be delivered on or before the Due Date to:

**Union County Improvement Authority  
10 Elizabethtown Plaza, 5th Floor  
Elizabeth, New Jersey 07207  
Attention: Dr. Bibi Taylor, Executive Director**

Sealed Bids must be received by hand delivery, mail, or delivery service in accordance with the instructions provided herein no later than the date and time indicated above. The Authority is not responsible for Bid packages received after the time and place designated, irrespective of the date and time the package was mailed, posted, or left with a delivery service. Bidder assumes any and all risk of late delivery of its Bid package. Bid packages not received on time will be returned to the Bidder unopened. Bids must be enclosed in a sealed envelope, bearing the name and address of the Bidder and labeled “**UNION COUNTY GOVERNMENT COMPLEX RFB**”.

The property that is subject of the RFB is owned by the County and is located at 61-99 West Grand Street and designated as Block 6, Lot 1589 on official tax map of the City (the “Project Area”).

Details concerning all RFB documents are set forth in the RFB and may be (i) downloaded at no cost from the Authority’s website at <https://ucimprovementauthority.org/> prior to the Due Date; or (ii) obtained in hard copy form from Dr. Bibi Taylor, Executive Director at the above-referenced address, by appointment during the hours of 9:00 a.m. to 4:00 p.m., upon payment of a fee of fifty (\$50.00) dollars.

**PRE-BID MEETING:** A Pre-Bid Meeting will be held on **November 20, 2023 at 10:00 a.m.** at the Authority’s Office located at 10 Elizabethtown Plaza, 5th Floor, Elizabeth, New Jersey 07207. Attendance at the Pre-Bid Meeting is not mandatory. However, it is strongly recommended that the Bidder attend the Pre-Bid Meeting, either personally or through a representative identifying themselves as such.

**SITE TOUR:** A site tour of the Project Area will be conducted at approximately **12:30 p.m.**, on **November 20, 2023**, following the Pre-Bid Meeting referenced above at the Project site located at 61-99 West Grand Street, Elizabeth, New Jersey. Attendance at the site tour is also not mandatory.

However, it is strongly recommended that the Bidder attend the site tour, either personally or through a representative identifying themselves as such.

If the Bidder has any questions or finds any perceived error or omission in the RFB or any conflict or discrepancy within the RFB, the Bidder shall submit a written Request for Information (“RFI”) to the Authority for interpretation or clarification. The Bidder shall be responsible for delivery of all such RFIs to Dr. Bibi Taylor, Executive Director at [btaylorUCIA@ucnj.org](mailto:btaylorUCIA@ucnj.org), the Authority’s Special Counsel, Leslie G. London, Esq. at [llondon@msbnj.com](mailto:llondon@msbnj.com), Jaime Masler [@JMasler@digrouparchitecture.com](mailto:JMasler@digrouparchitecture.com), and Troy Marzziotti at [tmarzziotti@mastconstruction.com](mailto:tmarzziotti@mastconstruction.com), not later than **December 29, 2023 at 4:00 p.m.** . No oral interpretations and responses will be made. Responses to all RFI will be made by Addenda by no later than **January 12, 2024**.

The RFB constitutes an invitation to submit Bids to the Authority, and does not represent an offer, obligation or agreement on the part of the Authority. The Authority reserves the right to (i) reject any Bid in accordance with N.J.S.A. 40A:11-13.2 and any Bid that is deemed not responsible in accordance with law; and (ii) to waive minor immaterial informalities or technical errors in accordance with law. Bids must be prepared and submitted in the manner set forth in the RFB. The Authority also reserves the right to make modifications or additions to the RFB prior to the Bid submission date. To the extent the Authority, in its sole discretion, determines to amend, modify, supplement, revoke or alter any other material term or condition of the RFB, including, without limitation, the procurement process or the criteria for award, which rights are hereby expressly reserved to the Authority, the Authority will communicate any such change in an Addenda in accordance with N.J.S.A. 40A:11-23c.2, no later than seven (7) days, Saturdays, Sundays, or holidays excepted, prior to the date for acceptance of Bids, to any person who has submitted a Bid or who has received a bid package by certified facsimile transmission.

This Project is being funded partially through State and Federal Grants awarded by the State of New Jersey. The Federal Grant funding is through the Coronavirus State Fiscal Recovery Fund-G2023-79 under the American Rescue Plan Act of 2021, P.L. 117-2, as amended. Consequently, this RFB and the Contract involved includes and incorporates the contract requirements under Federal funding procurement awards in accordance with 2 CFR Part 200 Appendix II.

By submitting a Bid, each Bidder, without any other act, acknowledges and agrees to comply with each of the terms and conditions of the RFB. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. As a result of the partial Federal funding involved with the Project, Bidders and their subcontractors must also be able to provide a Unique Entity ID (UEI) from Sam.Gov (the System of Award Management) and must maintain an active SAM registration through Final Completion of the Project. Please consult SAM.gov for more information or if you have questions about obtaining an UEI.

The Authority will award a contract or reject all Bids within sixty (60) days after receipt of the Bids unless otherwise agreed by the parties in accordance with applicable law.

Any inconsistency between this notice and the RFB shall be governed by the terms of the RFB.

**By Order of the Commissioners of the Union County Improvement Authority**

**SECTION 1**  
**INTRODUCTION AND GENERAL INFORMATION**

**I. INTRODUCTION**

The Authority was created by the Board of Chosen Freeholders of the County as a public body corporate and politic of the State of New Jersey pursuant to the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of New Jersey of 1960, and the acts amendatory thereof and supplemental thereto, for the express purpose of, among other things, facilitating the development of public facilities and development projects within the County (the “Act”).

The County and the Authority entered into a Memorandum of Agreement for the Planning, Design and Construction of a New Union County Government Complex to be Undertaken, Financed and Completed Pursuant to the Provisions of the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et .seq. dated August 14, 2020 (the “MOA”) with regards to the Project. The Authority will be coordinating the procurement process for the design, construction and financing of the Project in cooperation with the County as the end user.

The County is the owner of that certain tract of land within the City located at 61-99 West Grand Street and designated as Block 6, Lot 1589 on the City’s official tax map (the “Project Area”). The Project Area is bound by the NJ Transit right-of-way to the North, Grand Street to the South, Cherry Street to the West and the Elizabeth River to the East. On January 22, 2019, the City Council of the City of Elizabeth (the “City Council”) adopted a resolution declaring the Project Area a Non-Condemnation Redevelopment Area pursuant to the provisions of the Redevelopment Law. On April 28, 2020, the City Council adopted an ordinance approving the 61-99 West Grand Street Redevelopment Plan with respect to the Project Area.

The current County Administration Building is located at 10 Elizabethtown Plaza, Elizabeth, New Jersey, which incorporates a number of the County’s functions and employees. Other County functions and employees are located in multiple locations throughout the City’s downtown area. With the goal of achieving cost-savings and greater efficiency, the Authority, on behalf of the County, engaged a consultant to evaluate the existing space needs and conditions of the County functions to assist the County with planning a path forward for the consolidation of the County’s functions and employees into a single location. Based upon the resulting analysis, the County determined that the construction of two (2) new buildings would best serve the current and future needs of the County by consolidating its functions into a single location.

The current concept for the Project is proposed to include two separate office buildings, consisting of approximately 90,000 square feet each to be located on the Project Area. There will be approximately 120 surface parking spaces on the Project Area, some of which will be located at grade under the buildings. The balance of the parking for the Project Area will be provided in the Midtown Deck (approximately 200 spaces), the Bollwage Deck (approximately 200 spaces), which decks are owned and operated by the Elizabeth Parking

Authority and in a new County Deck to be constructed on the site of the existing County Deck.

On December 23, 2019, the City Council designated the Authority as the exclusive redeveloper of the Project Area. The Authority, as the designated redeveloper of the Project Area, is issuing this RFB seeking a qualified entity to construct the Project for use and occupancy by the County (hereinafter, the “Work”).

The Project schedule anticipates the commencement of construction of the Project (Notice to Proceed) on or about **March 1, 2024** in order to achieve substantial completion, with a Temporary Certificate of Occupancy at a minimum, and ready for occupancy by the County by no later than **July 30, 2026**, which is 882 Days from the issuance of the Notice to Proceed.

This Project is being partially funded through State and Federal Grants awarded by the State of New Jersey. The Federal Grant funding is through the Coronavirus State Fiscal Recovery Fund-G2023- 79 under the American Rescue Plan Act of 2021, P.L. 117-2, as amended.

The Project is being procured as a lump sum bid proposal and the Contract will be subject to New Jersey’s Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. The Project is also subject to a Project Labor Agreement.

## **II. DEFINITIONS**

Whenever the following words and terms appear in this RFB, which includes the Contract and Specifications and Scope of Work documents, they shall have the meanings set forth below, unless the context clearly dictates otherwise. Bidders are advised that additional words and terms may be defined in the body of the text of the Contract and Specifications and Scope of Work documents:

Applicable Laws and Regulations means any applicable permits, licenses or approvals and any statute, law, constitution, charter, ordinance, resolution, judgment, rule, order, decree, regulation standard or similarly binding authority which shall be enacted, adopted, promulgated, issued or enforced by the State of New Jersey or Federal government or County of Union, relating to the work to be performed by the Authority under the RFB.

Authority means the Union County Improvement Authority or the Authorized Representative of the Authority.

Authorized Representative of the Authority means any member, committee, officer, or representative of the Authority duly authorized to execute the Contract on behalf of the Authority.

Authorized Representative of the Bidder means any member, committee, officer, or representative of the Bidder duly authorized to execute the Contract on behalf of the

Bidder. If the Bid is made by an individual, then the Authorized Representative shall be the individual; if made by a firm or partnership, the Authorized Representative shall be all of the general partners; if made by a corporation, the Authorized Representative shall be an official authorized by the corporation as evidenced by Corporate Resolution; if made by a joint venture, the Authorized Representative of the joint venture shall be the Authorized Representative of each member of the joint venture as indicated above for each entity.

Bid means the Bid proposal submitted to the Authority by the Bidder to enter into the Contract for the performance of the Work which satisfies all of the material requirements of the RFB.

Bidder means the person, firm, corporation or entity that submits a Bid to the Authority.

Contract means the Contract to be executed between the Successful Bidder and the Authority. The Contract includes as a part thereof, the RFB, and all Addenda, if any issued to the RFB, the Bid of the Successful Bidder, including all documents submitted to the Authority therewith, or relating thereto, all documents submitted to the Authority by the Successful Bidder in connection with or subsequent to the award of the Contract to the Successful Bidder or the execution thereof, all change orders or other modifications of the Contract entered into by the Successful Bidder and the Authority, the award of the Contract or the Work or performance thereof, and all directions or instructions issued by or on behalf of the Authority to the Successful Bidder concerning the Contract and/or the performance of the Work.

Contractor means the Successful Bidder who enters into the Contract with the Authority.

Contract Price means the amount of the Bid Proposal set forth in Exhibit C-1 and as modified by any change orders as may be executed by the Parties.

Contract Term means the term of the Contract, which commences on the date of the execution of the Contract and continues through Final Completion of the Project as set forth in the Project Specifications in Appendix D hereto.

Days means calendar days unless otherwise noted.

Notice means a written notice.

Notice to Proceed means the notification letter from the Authority to the Successful Bidder stating the date the Successful Bidder can begin the Work subject to the conditions of the Contract. The performance time of the Contract starts from the commencement date identified in the Notice to Proceed.

Parties means collectively, the Authority and the Successful Bidder.

Project means the construction of a new Union County Government Complex in Elizabeth, New Jersey.

Project Specifications means all plans and drawings relating to the Work as set forth in Appendix D.

Subcontractor means a person, firm, corporation or entity supplying labor materials and/or other services regarding the Work to be performed under the Contract under separate contract or agreement with the Successful Bidder.

Successful Bidder means the Bidder whose Bid has been deemed the lowest responsive and responsible Bid and is referred to as the Contractor under the Contract.

Work means the work required to be performed or provided by the Successful Bidder, all drawings relating to the Work, and all activities and effort necessary to deliver same to the Authority in accordance with the Contract.

### **III. BID SUBMISSION DATE AND DELIVERY REQUIREMENTS**

Bidders are required to submit Bids in the form set forth in the RFB. Failure to comply with the bidding requirements may constitute a material deficiency which may be cause for rejection of the Bid.

Bids must be received by the Authority by no later than **11:00 a.m. on January 30, 2024**, at which time they will be publicly opened and read aloud. Bids shall be submitted in a securely SEALED envelope and addressed to: Dr. Bibi Taylor, Executive Director, 10 Elizabethtown Plaza, 5th Floor, Elizabeth, New Jersey 07207. Unsealed, faxed or e-mailed Bids will not be accepted. The Authority shall not be responsible for, nor be required to, grant relief from non-delivery of Bids forwarded by mail or third-party messenger/delivery services.

The Authority reserves the right to postpone the date for receipt and opening of Bids and will give written notice of any such postponement to each prospective Bidder as required by law.

### **IV. COST OF BID PREPARATION**

Each Bid and all information required to be submitted pursuant to this RFB, shall be prepared at the sole cost and expense of the Bidder. There shall be no claims whatsoever against the Authority, its staff or its professional consultants, including, but not limited to, engineers, attorneys, planners, architects, and surveyors, for reimbursement for the payment of any costs or expenses incurred by the Bidder in the preparation of the Bid or other information related in any way to this RFB.

### **V. QUESTIONS (RFIs), ADDENDA AND AMENDMENTS**

Bidders are expected to thoroughly examine the RFB and all related Bid documents with care and observe all their requirements. If the Bidder has any questions or finds any perceived error or omission in the RFB or any conflict or discrepancy within the RFB, the

Bidder shall submit a written RFI to the Authority for interpretation or clarification. Exhibit G-5 should be used by the Bidder for the submission of all RFI. The Bidder shall be responsible for delivery of all such RFIs directly to Dr. Bibi Taylor, Executive Director at [btaylorUCIA@ucnj.org](mailto:btaylorUCIA@ucnj.org), with a copy to the Authority's Special Counsel, Leslie G. London, Esq. at [llondon@msbnj.com](mailto:llondon@msbnj.com); Jaime Masler at [jmasler@digrouparchitecture.com](mailto:jmasler@digrouparchitecture.com); and Troy Marzziotti at [tmarzyiotti@mastconstruction.com](mailto:tmarzyiotti@mastconstruction.com), by no later than **December 29, 2023 at 4:00 p.m.** No oral interpretations and responses will be made.

The Authority will not be responsible for any oral interpretation of the RFB. The responses to the RFI shall be in the form of an Addenda. Addenda will be issued by the Authority to each recipient of this RFB no less than seven (7) business days prior to the Bid submission date and will constitute a part of the RFB. All responses to the RFB must be prepared with full consideration of the Addenda issued by the Authority prior to the Bid submission date. Bidders shall be solely responsible for making certain that they have responded accordingly. Bidders shall complete and submit the Acknowledgment of Addenda Form provided in Exhibit C-4, as part of the Bid submission.

In the event a Bidder fails to notify the Authority of any ambiguities, errors or omissions, the Bidder shall be bound by the requirements of the RFB and the Bidder's submitted Bid.

The Bidder understands and agrees that its Bid is submitted on the basis of the RFB prepared by the Authority. The Bidder accepts the obligation to become familiar with the RFB. At the time of the opening of the Bids, each Bidder will be presumed to have read and to be thoroughly familiar with the RFB (including all Addenda thereto, if any) and to be fully informed and satisfied as to the conditions existing, the character and requirements of the Project, and the difficulties attendant to the Work. The failure or omission of any Bidder to examine any portion of the RFB or any form, exhibit, instrument, or documents made a part thereof, shall in no way relieve any Bidder from any obligation under the Contract. Further, each Bidder must inform himself/herself fully of the conditions relating to the production and delivery of the Work and the employment of labor therefor. Failure to do so will not relieve a Successful Bidder of the obligation to furnish all equipment, material, supplies and labor necessary to carry out the provisions of the Contract.

Any Bidder who wishes to challenge any part of the RFB and its exhibits, forms, appendices and attachments, shall file such challenge in writing with the Authority, to the attention of: Dr. Bibi Taylor, Executive Director at [btaylorUCIA@ucnj.org](mailto:btaylorUCIA@ucnj.org), with a copy to the Authority's Special Counsel, Leslie G. London, Esq. at [llondon@msbnj.com](mailto:llondon@msbnj.com), no less than three (3) business days prior to the Bid submission date. Challenges filed after that time shall be considered void and having no impact on the Authority or the award of the Contract pursuant to N.J.S.A. 40A:11-13.

## **VI. WITHDRAWAL OF BID**

N.J.S.A. 40A:11-23.3 authorizes a Bidder to request withdrawal of a public works Bid due to a mistake on the part of the Bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional



omission of a substantial quantity of labor, material, or both, from the final Bid computation.

A Bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to the Authority. A Bid may be withdrawn upon receipt by the Authority of a written, notarized request for withdrawal from the Authorized Representative of the Bidder due to a mistake, as defined by the law, within five (5) business days after the receipt and opening of the Bids. Since the Bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Authority may contact all Bidders, after Bids are opened, to ascertain if any Bidders wish to, or already have exercised a request to withdraw their Bid pursuant to N.J.S.A. 40A:11-23.3.

A Bidder's request to withdraw the Bid shall include evidence, including any pertinent documents, demonstrating that a mistake was made and was of so great a consequence that:

- (1) the enforcement of the contract, if actually made, would be unconscionable;
- (2) the mistake related to a material feature of the Bid;
- (3) the mistake occurred notwithstanding the fact that the Bidder exercised reasonable care in preparation of the Bid; and
- (4) the Bidder making the mistake is able to get relief by way of withdrawing the Bid without serious prejudice to the Authority, except for the loss of the bargain to the Authority.

Such documents and relevant written information shall be reviewed and evaluated by the Authority's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The Authority will not consider any written request for a Bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a Bidder in the preparation of a Bid proposal unless the postmark of the certified or registered mailing is within the five (5) business days following the opening of Bids.

If a Bidder withdraws a Bid, the Bidder shall be disqualified from future Bidding on the same project, including whenever all Bids are rejected pursuant to N.J.S.A. 40A:11-13.2.

## **VII. CERTIFICATION AND OWNERSHIP OF DOCUMENTS**

All documents resulting from the Work provided by the Bidder pursuant to this RFB, shall be the sole property of the Authority. No documents shall be released to other parties without the prior written consent of the Authority.

## **VIII. DISCLOSURE OF INFORMATION IN BIDS**

If the Bidder chooses to include material of a proprietary nature in its Bid, the Authority

and County will attempt to keep such material confidential to the extent permitted by applicable law.

The Bidder must specifically identify the section of its Bid that contains such information by properly marking the applicable pages. Preferably, any sections which contain material of a proprietary nature shall be severable or removable from the Bids to assist the Authority and County in protecting this information. The Bidder shall also include the following notice in the introduction of the Bid, and shall prominently display on each page containing claimed proprietary information the words, "Proprietary Information":

"The data on pages [ ] labeled "Proprietary Information", contain information that is a trade secret and/or which, if disclosed, would cause substantial injury to (Bidder's) competitive position. (Bidder) requests that such data be used only for the evaluation of its Bid and understands that disclosure will be limited only to the extent that the Authority and County determines it proper or to the extent that the Authority and County deems disclosure necessary according to law. If a Contract is awarded to (Bidder), the Authority and County will have the right to use or disclose the data as provided in the Contract executed with the Bidder."

The Authority and County will use best efforts to prevent the unauthorized disclosure of this information in applying the proprietary standard to marked data. However, the Authority and County do not assume liability for any loss, damage, or injury that may result from any disclosure or use of marked data or any disclosure of this or other information during the review of the Bids.

Notwithstanding the above, Bid forms (including cost information) will not, under any circumstances, be considered proprietary or confidential information. However, prior to the execution of a Contract, such information will be subject to the non-disclosure requirement.

#### **IX. PRE-BID MEETING**

A Pre-Bid Meeting will be held on **November 20, 2023, at 10:00 a.m.** The Pre-Bid Meeting will be held at the Authority's offices at 10 Elizabethtown Plaza, 5th Floor, Elizabeth, New Jersey 07207. Attendance at the Pre-Bid Meeting is not mandatory. However, it is strongly recommended that the Bidder either personally or through a representative identifying themselves as such, attend the Pre-Bid meeting. Failure to attend the Pre-Bid Meeting does not relieve the Bidder of any obligations or requirements. No questions will be answered or entertained at the Pre-Bid meeting and all questions must be submitted pursuant to Section V and will be responded to via written Addenda.

#### **X. PRE-BID SITE TOUR**

A site tour will occur at the Project Site at approximately **12:30 p.m. on November 20, 2023**, following the Pre-Bid Meeting. The site tour will take place at the Project site located at 61-99 West Grand Street, Elizabeth, New Jersey. The Authority will schedule an

additional site tour, if requested and if so, the Authority will provide Bidders with information on the time and date for such additional site tour. Attendance at the site tour is not mandatory. However, it is strongly recommended that the Bidder either personally or through a representative identifying themselves as such, attend the site tour.

**XI. PROCUREMENT SCHEDULE – KEY DATES**

RFB Issued	November 8, 2023
Pre-Bid Meeting Site Visit	November 20, 2023 @ 10:00 a.m. November 20, 2023 @ 12:30 p.m.
Deadline to Submit RFIs	December 29, 2023 @ 4:00 p.m.
Authority Response to RFIs	January 12, 2024
Bid Submission Due Date	January 30, 2024 @ 11:00 a.m.
Anticipated Notice to Proceed Date	March 1, 2024
Anticipated Substantial Completion Date	July 30, 2026 or 882 Days from the Notice to Proceed, whichever later occurs

**XII. RESERVATION OF RIGHTS AND OPTIONS BY AUTHORITY WITH RESPECT TO THE RFB**

By responding to the RFB, Bidders acknowledge and agree that the Authority, in its sole discretion, reserves the following rights and options regarding any and all Bids:

- (a) To abandon the RFB process, including the right to decline to award the Contract in accordance with law.
- (b) To waive any minor informalities or non-material exceptions with the provisions of this RFB in accordance with law.
- (c) To reject any or all Bids in accordance with law.
- (d) To reject incomplete or non-responsive Bids, or Bids not signed by an authorized representative of the Bidder.
- (e) To change or alter the terms and conditions of this RFB so long as copies of such changes are sent to all the persons/entities who have received a copy of the RFB via Addenda issued in accordance with applicable law.
- (f) To undertake all steps necessary, in accordance with applicable law, to obtain or clarify information as requested or provided by any Bidder.

- (g) To make investigations deemed necessary to determine the responsibility and qualifications of Bidder and the ability of Bidder to perform the Work (defined herein) in accordance with law.

### **XIII. CONDITIONS OF AUTHORITY WITH RESPECT TO THE RFB**

By responding to the RFB, Bidders acknowledge and consent to the following conditions relative to the submission, review and consideration of its Bid:

- (a) The issuance of the RFB is not intended to, and shall not be construed to, commit the County or Authority to execute a contract with Bidder.
- (b) Neither the County or Authority, nor their agents, staff, or consultants will be liable for any claims for damages resulting from the solicitation or receipt of Bids, nor will there be any reimbursement to Bidder for the cost of preparing the Bid or for participating in the Bid process.
- (c) Failure of any Bidder to submit a Bid that completely addresses the requirements of this RFB, at the times and in the manner specified in this RFB, may result in the rejection of the Bid in accordance with law.
- (d) All activities related to the provision of the services required pursuant to this RFB as contained herein, shall be subject to compliance with all applicable Federal, State and local laws, regulations and requirements.
- (e) Any and all Bids must be received by the Due Date. Any Bid not received by that time will not be considered unless the Authority determines otherwise.

## **SECTION 2** **GENERAL BID SUBMISSION REQUIREMENTS**

Bidders must submit the documents and information set forth in this Section 2 and in Section 3 herein, as part of the Bid submission to demonstrate that the Bidder meets the requirements of the RFB. Failure to comply with the Bid requirements may constitute a material deficiency which may be cause for rejection of the Bid. The Bidder shall not reassemble or rearrange Exhibits or Exhibit pages but shall submit the required documents with all pages correctly assembled and no double-sided printing, in the order set forth by the Authority in the RFB.

### **I. BID DOCUMENT SUBMISSION CHECKLIST**

Bidders must initial and sign the Bid Document Submission Checklist provided in Exhibit B-1 and include the completed form as part of its Bid submission.

### **II. TRUTH IN CONTRACTING/PENALTIES FOR FALSIFICATION**

The following statutes that represent “Truth in Contracting” laws apply to this RFB and

the Contract:

- N.J.S.A. 2C:21-34 governs false claims and representations by Bidders. It is a serious crime for the Bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-11 provides that a Bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidders should consult the statutes or legal counsel for further information.

Each Bidder shall certify its knowledge and understanding of the Truth in Contracting laws by completing Exhibit C-5 and including same as part of its Bid submission.

The following statute that represents “Penalties for Falsification” apply to this RFB and the Contract: N.J.S.A. 40A:11-33; 34:

Forfeiture of deposit in certain cases

A deposit made by any person who makes or causes to be made a false, deceptive or fraudulent statement or answers in response to a questionnaire or in the course of a hearing hereunder may be cause to be forfeited, as liquidated damages by and to the Authority.

Penalties for false statements

Any person who makes or causes to be made, a false, deceptive or fraudulent statement in the statement or answers in response to the questionnaire, or in the course of any hearing hereunder, shall be guilty of a misdemeanor, and upon conviction shall be punishable by a fine of not less than \$100.00 nor more than \$1,000.00, and shall be permanently disqualified from bidding on all public work or contracts of the Authority which submitted the questionnaire; or, in the case of an individual or an officer or employee charged with the duty of responding to the questionnaire for a person, firm, copartnership, association or corporation, by such fine or by imprisonment, not exceeding 6 months, or both.

**III. BID SECURITY, BONDING REQUIREMENTS, INDEMNIFICATION, INSURANCE AND WARRANTIES**

**3.1 Bid Security/Consent of Surety**

3.1.1 - Amount and Form

Each Bid shall be accompanied by Bid Security in the amount of five percent (5%) of the Total Lump Sum Bid Proposal. The Bid Security shall be a certified, cashier’s or treasurer’s check or money order, or a Bid Bond substantially in the form provided for in this RFB.

3.1.1.1 - Any certified, cashier's or treasurer's check or money order shall be made payable to the order of the Authority and shall specify the title of the Contract as set forth in Section 1, Introduction, of this RFB.

3.1.1.2 - The Bid Bond shall be in substantially the same form and content as provided in Exhibit F-1 hereto, issued by a duly authorized Surety Company authorized to conduct business in the State of New Jersey by the New Jersey Department of Banking and Insurance, satisfying the standards set forth in N.J.S.A. 2A:44-143 and 2A:44-144, and listed by the United States Treasury Department in its latest Circular 570 list of qualified Surety Companies, and acceptable to the Authority. No Bond of an otherwise acceptable Surety will be accepted if the required Bonds exceed the limit for which the U.S. Treasury has qualified the Surety for any one Bond.

3.1.1.3 - In addition to Bid Security, and regardless of the chosen form of Bid Security, each Bid shall be accompanied by a Consent of Surety as to the Performance and Payment Bond, , and a Consent of Surety as to the General Maintenance Bond, all duly executed by a Surety satisfying the standards set forth above. Each Consent of Surety shall be in substantially the same form and content provided in Exhibit F-2, and Exhibit F-3, respectively, attached hereto, and shall provide that, in the event the Bidder is awarded the Contract, the Surety shall issue the applicable Bonds required by the RFB.

### 3.1.2 - Signatories

The Bid Bond and Consent of Surety shall be duly executed by the Bidder as Principal and the Surety Company's Attorney-in-Fact and witnessed and attested to with their certified and effectively dated Power of Attorney attached.

### 3.1.3 - Return of Bid Security

All Bid Security, except the security of the apparent lowest responsible, responsive Bidder, shall be returned unless otherwise requested by the Bidder within ten (10) days after the opening of the Bids, Sundays and Holidays excepted as set forth in N.J.S.A. 40A:11-24. The Bid Security held by the Authority from the Successful Bidder will be returned upon receipt of the following:

- (a) Proper Performance and Payment Bond and any other required Bond pursuant to Section 3.2 below;
- (b) Documentation of required insurance pursuant to Section 3.3 below; and
- (c) Properly executed documents constituting the Contract.

### 3.1.4 - Forfeiture of Bid Security

Bid Security shall be forfeited in the event the Successful Bidder fails to execute and deliver the Contract or fails to deliver the required Bonds, Insurance and other required documents within the time set forth herein.

### 3.2 **Bonds**

#### **Performance and Payment Bond**

##### 3.2.1 - Amount and Form

The Successful Bidder (a) shall furnish a Performance and Payment Bond issued by a Surety Company authorized to conduct business in the State of New Jersey by the New Jersey Department of Banking and Insurance, satisfying the standards set forth in N.J.S.A. 2A:44-143 and 2A:44-144, listed by the New Jersey Department of Banking and Insurance and by the U.S. Treasury Department in its latest Circular 570 list of qualified Surety Companies, and acceptable to the Authority for the full term and amount of the Bid, as accepted by the Authority; and (b) shall pay all premiums due thereon during the term of the Contract. The Performance and Payment Bond shall be in the amount of the Total Lump Sum Bid Proposal of the Successful Bidder and be conditioned upon the faithful performance of the Contract. No Bond of an otherwise acceptable Surety will be accepted if the required Bond exceeds the limit for which the U.S. Treasury Department has qualified the Surety for any one Bond. The Performance and Payment Bond shall be accompanied by the Surety Disclosure Statement and Certification. In the event the Surety is removed from said U.S. Treasury Department list of qualified surety companies or the list of surety companies authorized to do business in the State of New Jersey by the New Jersey Department of Insurance, the Contractor shall forthwith furnish a replacement Bond which satisfy these requirements.

##### 3.2.2 - Signatories

The Attorney-in-Fact of the Surety must sign the Performance and Payment Bond and the Bond must be accompanied by a certified and effectively dated copy of the Power of Attorney for the Attorney-in-Fact.

##### 3.2.3 - Forfeiture of Performance and Payment Bond

Failure to maintain compliance with the Project Specifications set forth in Appendix D, or to complete any of the Work or services set forth herein, or to comply with dates set forth herein, or to furnish any such Bond as may be required shall subject the Contractor to forfeiture of the Performance and Payment Bond and other damages as permitted by law and the Contract.

#### **Maintenance Bond**

##### 3.2.4 - Amount and Form

For a period of two (2) years running from the date of authorization for Final Payment by the Board of Commissioners of the Authority at the Regular Authority Board Meeting, the Contractor shall provide all required repairs and replacements. As security for performance by the Contractor of this obligation during the guarantee period, the Contractor shall provide a Maintenance Bond in the amount of 100% of the sum of the total price set forth in Exhibit C-1, plus the value of any change orders as may be executed during the Term of the Contract (Final Contract Price). Any change in the Specifications shall in no way invalidate said Bond. In the event the Surety is removed from said U.S. Treasury Department list of qualified surety companies or the list of surety companies authorized to do business in the State of New Jersey by the New Jersey Department of Insurance, the Contractor shall forthwith furnish a replacement Maintenance Bond which satisfies these requirements.

### 3.2.5 - Signatories

The Authorized Representative for the Contractor and the Attorney-in-Fact for the Contractor's Surety must sign said Maintenance Bond and must file with said Bond a certified and effectively dated copy of the Power of Attorney.

### 3.2.6 - Submittal Time

The Contractor shall submit said Maintenance Bond at the time set forth in the Contract Documents.

### 3.2.7 - Forfeiture of Maintenance Bond in Whole or in Part

If during the term of the Maintenance Bond, the Work, equipment, parts, and/or materials supplied and/or furnished under the terms of this Contract fail to maintain operational and/or performance standards as detailed in the Specifications and Contract, where the Authority has operated, maintained, and/or utilized said Work, equipment and/or materials in conformance with the established applicable operation and maintenance requirements, the Authority may, at its discretion place a claim against the Maintenance Bond in the amount necessary to effect repair and/or replacement of the Work, materials, parts and/or equipment at issue up to the full amount of said Maintenance Bond.

## 3.3 **Indemnification and Insurance Requirements**

### 3.3.1 - Indemnification

The Successful Bidder shall indemnify, hold harmless and defend the Authority and the Authority's officers and employees, from and against (a) any claim, demand, action or cause of action asserted by any of the Successful Bidder's officers, employees, agents or representatives, or any of Successful Bidder's Subcontractors, materialmen or suppliers, their officers, employees, agents or representatives or statutory beneficiaries by reason of any personal injury, death or property damage resulting from any occurrence on the Authority's premises or in the performance of the Work or any portion thereof, and (b) any and all losses, damages, claims, liabilities and causes of action of every kind and nature



resulting from or arising out of any action or inaction of the Successful Bidder, its employees, agents, representatives, Subcontractors, or any of their materialmen or suppliers in the performance of the Work or any portion thereof. No insurance required herein to be maintained by the Successful Bidder shall in any way relieve or diminish the Successful Bidder's responsibilities, obligations, and/or liabilities under the Contract.

### 3.3.2 - Insurance Requirements

The Successful Bidder shall carry and maintain at all times while the Contract is in full force and effect, the following insurance coverage with an insurance company or companies acceptable to the Authority, with limits not less than those shown below. A Certificate of Insurance shall be filed with the Authority prior to commencement of the work.

- a) Commercial General Liability (CGL): Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than \$10,000,000 per occurrence/\$10,000,000 aggregate. The Authority its officers, officials, employees, agents and volunteers shall be included as an additional insured.
- b) Automobile Liability: Coverage for all owned, non-owned and hired vehicles with limits not less than \$5,000,000 per occurrence, combined single limits (CSL) or its equivalent.
- c) Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.
- d) Professional Liability (if design/build): Coverage with limits not less than \$10,000,000 per occurrence or claim, \$10,000,000 aggregate.
- e) Cyber Liability: \$5,000,000 per claim/\$5,000,000 aggregate.
- f) Contractor's Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors & Omissions (if project involves environmental hazards): Coverage with limits no less than \$10,000,000 per occurrence or claim/\$10,000,000 aggregate.

**Builders Risk:** The Authority is responsible to provide and maintain Builders Risk Insurance.

**Special Risks or Circumstances:** The Authority reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### 3.3.3 - Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the Authority, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the

Authority guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Authority.

### 3.3.4 - Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

3.3.4.1. The Authority, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.

3.3.4.2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage as to the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3.3.4.3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Authority.

### 3.3.5 - Claims Made Policies (If at all possible, avoid and require occurrence type CGL policies)

If any coverage required is written on a claims-made coverage form:

3.3.5.1. The retroactive date must be shown, and this date must be before the execution date of the Contract or the beginning of Contract Work.

3.3.5.2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of Contract Work.

3.3.5.3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of Contract Work.

3.3.5.4. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

### 3.3.6 - Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the State of New Jersey with a current A.M. Best rating of no less than A- VII, unless otherwise acceptable to the Authority.

### 3.3.7 - Waiver of Subrogation

The Contractor hereby agrees to waive rights of subrogation which any insurer of the Contractor may acquire from the Contractor by virtue of the payment of any loss. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Authority for all work performed by the Contractor, its employees, agents and Subcontractors.

### 3.3.8 - Verification of Coverage

The Contractor shall furnish the Authority with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the Authority before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

### 3.3.9 - Subcontractors

The Contractor shall require and verify that all Subcontractors maintain insurance meeting all requirements stated herein, and the Contractor shall ensure that the Authority is an additional insured on insurance required by Subcontractors.

## 3.4 **Certificates of Insurance**

### 3.4.1 - Submittal Date

The Successful Bidder shall furnish Certificate(s) of Insurance evidencing the above insurance coverage, and the Authority and Engineer shall be listed as additional insured on the policy for "owners, lessees, or Contractors." The Certificate(s) of Insurance shall state that the Authority and the Engineer "is an additional insured with respect to liability arising out of the Contractor's operations performed for the Authority," or equivalent language. The Certificate(s) of Insurance shall be submitted with the fully executed counterparts of the Contract.

### 3.4.2 - Notice of Termination or Change

Said Certificate(s) of Insurance shall be endorsed to indicate that the insurer shall not terminate the coverages listed therein unless it first provides the Authority not less than thirty (30) days' notice of termination of coverage or substantial changes thereof.

### 3.4.3 - Additional Insured

The following shall be listed as additional insureds on all certificates of insurance furnished pursuant to this contract:

- (a) Union County Improvement Authority
- (b) County of Union
- (c) Construction/Consulting Engineers
- (d) Resident and/or QA/QC Engineers to be named by the Authority
- (e) NJDEP/Regulatory and Funding Agencies as applicable
- (f) The successors in interest of any or all of the above

### 3.4.4 - Commencement of Work

The Contractor shall not commence any Work under this Contract until all insurance required under these Specifications has been obtained and approved by the Authority, nor shall the Contractor allow any Subcontractor to commence Work on a subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.

## 3.5 **Contractor's Guarantee for Acceptance of Defective Work**

The Authority may require the Contractor to furnish, at the Contractor's expense, a special Performance Guarantee or other surety prior to acceptance of defective work or materials.

## 3.6 **Contractor's Warranty of Title**

The Contractor warrants and guarantees that title to all work, materials and equipment covered by any payment request, will pass to the Authority at the time of payment free and clear of all liens, claims, security interests and encumbrances, and the Authority may require the Contractor to furnish said title(s) prior to payment for said work, materials or equipment.

## IV. **BID PROPOSAL**

Each Bid shall be submitted in writing and signed by the Bidder's Authorized Representative in the spaces provided on the Price Proposal Form set forth in Exhibit C-1 hereto, and shall specify the price for the Work, both in words and figures (as indicated on said Proposal Form) for which the Bidder will fulfill all the terms and conditions hereof. Partial Bids shall not be accepted. Bids shall include all costs of furnishing, delivering the work as specified in this RFB.

If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

The Authority is exempt from any local, state or federal sales, use or excise tax. The Authority will not pay for N.J. State Sales and Use Tax that are included in any invoices from the Successful Bidder or any of its Subcontractors. Any and all such taxes, to the degree they may be imposed (including by way of example and not limitation, taxes imposed in connection with the lease or rental of equipment used in connection with any Authority project) shall be the sole responsibility of the Contractor any of its Subcontractors as applicable.

The Bidder shall be responsible for obtaining and maintaining at their own cost and expense, any applicable and required permits, licenses and approvals from any government entity that has jurisdiction to require the same, that may be necessary to discharge the Bidder's obligations set forth in the Contract. All Bids submitted shall have included this cost.

## V. **SUBCONTRACTORS**

The Bidder is specifically advised that the Contract may not be brokered and any person, firm or other party to whom the Bidder proposes to award any subcontract, must be a responsible Subcontractor, holding applicable licenses, acceptable to the Authority. The Bidder shall list those Subcontractors specifically identified for disclosure in Exhibit C-2. The Authority has the right to recommend the debarment, suspension, or disqualification of any Subcontractor who fails to perform in accordance with the Contract to the State of New Jersey's Department of Community Affairs pursuant to N.J.A.C. 5:4-1.1 et seq., or such other agency as may be applicable.

The Bidder shall be required to furnish evidence of the qualifications of any and all listed Subcontractors proposed to be used in performance of Work under the terms of this Contract. Disclosure of said qualifications shall be included with the Bid submission and shall include, but shall not be limited to, evidence of all applicable licenses, including but not limited to electrical and plumbing licenses.

The Bidder is specifically advised that any subcontracted portion of the Contract, as may be acceptable to the Authority, shall be subject to the terms and conditions contained herein and as further addressed in this RFB.

In accordance with the requirements of N.J.S.A. 40A:11-16, if a Bidder sets forth more than one Subcontractor in Exhibit C-2 for any of the following trade categories below, the Bidder shall submit to the Authority, a certificate signed by the Bidder, listing each Subcontractor named in the Bid for that category:

- i. The plumbing and gas fitting and all kindred work.

- ii. Steam power plants, steam and hot water heating and ventilating apparatus and all kindred work.
- iii. Electrical work.
- iv. Structural steel and ornamental iron work.

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 listed, should the Bidder be awarded the Contract. The certificate shall be attached by the Bidder to Exhibit C-2 and submitted to the Authority as part of the Bid submission. 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 include a certificate or certificates to the Authority, the Authority shall award the Contract to the next lowest responsible Bidder.

The Authority may make such investigations, in accordance with applicable law, as it deems necessary or appropriate to determine the ability of the Bidder and/or any of the Bidder's proposed Subcontractors to perform the Work, and the Bidder shall furnish to the Authority all such information and data for this purpose as the Authority may request.

In the event the Bidder determines, during the course of the Work, that there is a need to engage the services of a Subcontractor that was not initially identified by the Bidder as part of the Bidder's Bid submission in Exhibit C-2, the Bidder must contact the Authority prior to using the Subcontractor. The Authority will provide the Bidder with certain information forms that will need to be completed by the Bidder regarding the Subcontractor, and the Bidder must return the forms with the documentation requested in the forms, within seven (7) calendar days of receipt of the forms. The forms and documentation will be reviewed by the Authority. If the Subcontractor information is acceptable to the Authority, the Bidder will be advised of the Authority's approval of the Subcontractor. Upon receipt of such approval, the Bidder will then be able to proceed to use the Subcontractor. The Bidder cannot proceed to use the Subcontractor until the Subcontractor has been approved by the Authority.

The Successful Bidder shall be as fully responsible to the authority for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Successful Bidder.

The Successful Bidder shall cause appropriate provisions to be inserted in all Subcontracts relative to the Work to require compliance by each Subcontractor with the applicable provisions of the Contract for the Work required in the Contract.

Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the Authority.

## **VI. STATE PREVAILING WAGE**

The Successful Bidder and the Bidders' Subcontractors shall be required to comply with the following applicable statutes.

- a. NJ Prevailing Wage Act. To the extent that the Contract involves the construction, reconstruction, demolition, alteration, fabrication, or maintenance work, including painting or decorating of premises owned by the Authority, it is subject to the requirements of the New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. In the event it is found that any worker employed by the Successful Bidder or any Subcontractor covered by the Contract has been paid a rate of wages less than the prevailing wage rate required to be paid by the Contract, the Authority, the lessee to whom the Authority is leasing a property or premises, or the lessor from whom the Authority is leasing or will be leasing a property or premises, may terminate the Successful Bidder'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 Successful Bidder and its Surety shall be liable to the Authority, any lessee to whom the Authority is leasing a property or premises or to any lessor from whom the Authority is leasing or will be leasing a property or premises, for any excess costs occasioned by the termination of their right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages.

In accordance with N.J.S.A. 34:11-56.27a, if the Bid of the lowest responsible Bidder for the Contract is ten percent (10%) or more lower than the next lowest bid for the Contract, the lowest responsible Bidder will be required by the Authority to certify to the Authority, prior to the award of the Contract that prevailing wage rates required by the New Jersey Prevailing Wage Act shall be paid. If the Bidder does not provide the certification prior to award of the Contract, the Authority shall award the Contract to the next lowest responsible and responsive Bidder.

The State Prevailing Wage Rates for Union County can be found at <https://lwdwebpt.dol.state.nj.us/archivewages/258092556-union-9-15-23.pdf>.

## **VII. EQUIPMENT**

The Bidder shall provide a list of all equipment to be used in fulfilling the terms of the Contract in the Certification of Equipment in Exhibit C-3 hereto.

## **VIII. LICENSING**

When required by the nature of the Work set forth in the RFB, the Bidder shall provide evidence of all applicable licenses.

**SECTION 3**  
**STATUTORY AND OTHER BID SUBMISSION REQUIREMENTS**

In addition to the Submission Requirements set forth above in Section 2 of this RFB, the following documents are to be submitted by the Bidder as part of the Bid submission.

**MANDATORY EQUAL OPPORTUNITY LANGUAGE/ANTI-DISCRIMINATION**  
**(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.; 41 C.F.R Section 60-1.4(b))**

A Bidder may not be issued a Contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (“Division”). Exhibit A of this RFB contains the current and complete mandatory language for construction bid specifications and contracts. This document is the mandatory language for construction bid specifications and contracts pursuant to N.J.A.C. 17:27-3.5, and the mandatory bid specification and contract language for employment goal compliance for construction contracts at N.J.A.C. 17:27-3.7. A complete review of both rule provisions by Bidders is recommended. The Bidder shall also be required to comply with the Mandatory Equal Employment Opportunity requirements of 41 C.F.R Section 60-1.4(b).

Bidders should submit with their Bid the Bidder’s Certification of Equal Employment Opportunity forms in Exhibits A1 and A-2 hereto. The Contract with the Successful Bidder shall include this required language.

The Successful Bidder shall also complete and submit, as applicable, an Initial Project Workforce Report, Form AA-201 after notification of award but prior to execution of the Contract. Proper completion and submission of this Report shall constitute evidence of the Successful Bidder’s compliance with the regulations. Failure to submit this form may result in the Contract being terminated. The Successful Bidder 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 Department of Labor and Workforce Development and to the Authority’s Public Agency Compliance Officer after notification of award, but prior to signing the Contract.

**Anti-Discrimination.**

In accordance with N.J.S.A. 10:2-1, the Contractor agrees as follows that:

- a. In the hiring of persons for the performance of Work under this Contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Contract, no Contractor, nor any person acting on behalf of the Contractor or Subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No Contractor, Subcontractor nor any person on the Contractor’s behalf shall, in any manner, discriminate against or intimidate any employee engaged in the



performance of Work under this Contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

- c. There may be deducted from the amount payable to the Contractor by the Authority, under this Contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the Contract; and
- d. The Contract may be canceled or terminated by the Authority and all money due or to become due hereunder may be forfeited for any violation of this section of the Contract occurring after notice to the Contractor from the Authority of any prior violation of this section of the Contract.

### **Inclusion of Minority/Women Businesses in Project**

The Authority strongly encourages Bidders and its Subcontractors to maximize the use of women and minorities as part of the workforce for the Project and to attempt in good faith to employ minority and female workers as contractors/subcontractors/businesses/vendors/suppliers, consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & Equal Employment Opportunity in Public Contracts (hereinafter, the "Division") pursuant to N.J.A.C. 17:27-5.2, as amended and supplemented from time to time. The applicable employment goals for Union County can be obtained from the New Jersey Department of Treasury Equal Employment Opportunity and Affirmative Action website at [https://www.nj.gov/treasury/contract\\_compliance/](https://www.nj.gov/treasury/contract_compliance/).

## **II. AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting is prohibited. Bidders are required to read the Americans with Disabilities language and complete the certification that is included as Exhibit G-2 to this RFB. The provisions of Title II of the Act shall be made a part of the Contract. The Bidder is obligated to comply with the Act and to hold the Authority harmless.

## **III. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue and Enterprise Services prior to award of a contract. While submission of the BRC is not statutorily required at the time of Bid submission, to facilitate the Bid evaluation and Contract award process, the Bidder is encouraged to submit a copy

of its valid BRC and those of all Subcontractors identified in Exhibit C-2, with its Bid. Failure to include these BRCs with the Bid submission will not result in rejection of the Bid, however, any required BRCs must be submitted to the Authority prior to award of a contract.

Any Bidder, inclusive of any Subcontractors identified in Exhibit C-2, who does not have a valid BRC as of the Bid Due Date or whose BRC was revoked prior to the Bid Due Date, should proceed immediately to register its business or seek reinstatement of a revoked BRC. The Bidder and its Subcontractors identified in Exhibit C-2, may register with the Division of Revenue and Enterprise Services, obtain a copy of an existing BRC or obtain information necessary to seek reinstatement of a revoked BRC online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Bidders are cautioned that it may require a significant amount of time to secure an initial BRC or the reinstatement of a revoked BRC. The process can require actions by both the Division of Revenue and Enterprise Services and the Division of Taxation. For this reason, a Bidder's attention to this requirement prior to Bidding is highly recommended.

A Bidder receiving a Contract award as a result of this procurement and any Subcontractors identified in Exhibit C-2 by that Bidder will be required to maintain a valid business registration with the Division of Revenue and Enterprise Services for the duration of the executed Contract, inclusive of any Contract extensions.

For the term of the Contract, the Successful Bidder and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) and each Subcontractor identified in Exhibit C-2 and each of its affiliates shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a Contracting Agency.

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 by N.J.S.A. 52:32-44 et seq., 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.

#### **IV. NEW JERSEY STATE DEBARRED, SUSPENDED & DISQUALIFIED BIDDER**

The Bidder shall certify, on the form contained in Exhibit D-1 hereof, that the Bidder is not at the time of the submission of its Bid and has not been, at any time within three (3) years immediately preceding the Bid submission date, listed on the New Jersey State Treasurer's List of Debarred, Suspended, or Disqualified Bidders (the "Treasurer's List"). Exhibit D-1 shall be signed by the Authorized Representative of the Bidder and included in the Bid. The Bidder shall immediately notify the Authority whenever it appears that the Bidder has been placed on the Treasurer's List, and the Successful Bidder shall have the same obligation to notify the Authority throughout the term of the Contract. The Bidder

may be debarred, suspended or disqualified from contracting with the Authority if the Bidder commits any of the Acts listed in N.J.A.C. 5:4-1.2.

**V. OWNERSHIP DISCLOSURE**

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 stockholder 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.

Each Bidder shall set forth such disclosure and complete and execute Exhibit D-2 and include same with its Bid submission.

**VI. DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE BIDDER**

Bidders must complete and submit as part of its Bid submission, the Disclosure of Investigations and Other Actions Involving the Vendor (Bidder) which is included herein as Exhibit D-3.

**VII. NON-COLLUSION CERTIFICATION**

No Bid shall be accepted from any Bidder who has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding for the Contract.

No Bid shall be accepted from any Bidder who has employed or retained any person or selling agency to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.

Each Bidder shall complete, execute and submit with its Bid Exhibit D-4 hereof.

**VIII. ACKNOWLEDGEMENT OF ADDENDA**

Bidders must complete and submit as part of its Bid submission, the Acknowledgement of Addenda, which is included herein as Exhibit C-4.

**IX. AUTHORIZATION OF SIGNATORIES**

The signatory for the Bidder must be duly authorized, and documentation supporting said authorization must be submitted with the Bid in the form of completed and properly executed Exhibits E-1 and E-2 or E-3, E-4, E-5 or E-6, as appropriate.

The signatory on all Bid Bonds, Consents of Surety and Performance and Payment Bonds shall be the Attorney-in-Fact for the Surety, and each such document shall be accompanied by a certified and effectively dated Power of Attorney for the Attorney-in-Fact. No Power of Attorney shall be accepted if the required Bonds exceed the monetary or time specific limitations set forth in said Power of Attorney.

**X. NEW JERSEY PUBLIC WORKS CONTRACTOR REGISTRATION**

Pursuant to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq. The Successful Bidder shall provide its Public Works Contractor Registration prior to award of the Contract. All Subcontractors required to be listed shall provide a Public Works Contractor Registration prior to award of the Contract. However, to facilitate the Bid evaluation and Contract award process, Bidders are encouraged to submit a copy of its valid Public Works Contractor Registration and those of all Subcontractors identified in Exhibit C-2, with its Bid. No Bidder or Subcontractor, including a Subcontractor not listed in the Bid proposal, shall engage in performance of any public work subject to the Contract, unless the Bidder is registered pursuant to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq. Additionally, the Successful Bidder shall comply with all requirements of the Act before and after award, whether or not listed below and including the following:

10.1 - The requirement of proof of New Jersey Public Works Contractor Registration extends down through all levels (tiers) of the Project.

10.2 - No Bidder shall list a Subcontractor in its Bid proposal unless the Subcontractor is registered pursuant to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq. at the time the Bid is submitted. It shall be the Bidder's responsibility to obtain proof of registration for all Subcontractors identified in Exhibit C-2 and to provide such proof to the Authority within one business day of request, at any time following Bid submission.

10.3 - No Bidder or Subcontractor, including a Subcontractor of any tier, shall engage in performance of any public work subject to the Contract, unless the Bidder is registered to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48, et seq. Subcontractors not specifically identified in Exhibit C-2, must be registered with the Department of Labor pursuant to N.J.S.A. 34:11-56.48, et seq. prior to physically starting work on the Project. The Successful Bidder must provide a Public Works Contractor Registration within three (3) calendar days before a Subcontractor is on site.

10.4 - The Successful Bidder is responsible for determining the registration status of all of its Subcontractors unless previously provided pursuant to these specifications, after award of the Contract. The Successful Bidder shall ensure that the Authority has received proof of registration as to each Subcontractor identified in Exhibit C-2 or any other Subcontractor required by the specification before that Subcontractor's performance of Work on the Project.

**XI. CHECKLIST OF SUBMITTED BID DOCUMENTS**

Bidders must initial and submit the Bid Document Submission Checklist as part of its Bid submission, which is included herein as Exhibit B-1.

**XII. FEDERAL NON-DEBARMENT CERTIFICATION**

Bidders must submit a Federal Non-Debarment Certification, which is attached as Exhibit D-6 to this RFB. Bidders shall provide the Authority with a completed Federal Non-Debarment Certification prior to the date of the Contract Award.

**XIII. PROJECT LABOR AGREEMENT**

The Successful Bidder for this Project will be required to enter into a Project Labor Agreement ("PLA") with the relevant labor unions. The form of PLA is attached to these Bid Documents in Appendix C. The Bidder's Bid shall include the cost of such PLA. Bidders shall be required to submit with their Bid, a Letter of Assent to the PLA in the form included as Exhibit G-4.

Failure by the Successful Bidder to enter into the PLA after award of the Contract and within the time frame for endorsing the Contract shall be cause for the Authority to consider the Contract abandoned by the Successful Bidder. The Authority will thereafter pursue the remedies allowed in Section 5 "Failure to Enter into Contract" including forfeiture of the Successful Bidder's Bid Security.

**XIV. BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**

The Bidder must submit the Byrd Anti-Lobbying Amendment Certification, which is attached as Exhibit G-6. The Contractor shall certify that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

**XV. FEDERAL REQUIREMENTS – 2 CFR PART 200 APPENDIX II**

This Project is being funded partially through State and Federal Grants awarded by the State of New Jersey. The Federal Grant funding is through the Coronavirus State Fiscal Recovery Fund-G2023-79 under the American Rescue Plan Act of 2021, P.L. 117-2, as amended. Consequently, this RFB and the Contract involved includes and incorporates the contract requirements under Federal funding procurement awards in accordance with 2 CFR Part 200 Appendix II. These contract requirements are set forth herein and in the form of Contract attached hereto as Appendix B.

**SECTION 4  
CONTRACT SELECTION PROCESS**

**I. SELECTION PROCESS**

Pursuant to N.J.S.A. 40A:11-24, the Authority shall award the Contract or reject all bids within a period up to sixty (60) calendar days following the Bid submission, except that the bids of any Bidders who consent thereto may, at the request of the Authority, be held for consideration of such longer period as may be agreed. Bids will be compared on the basis of their compliance with the requirements of the Project Specifications set forth in Appendix D. The Contract will be awarded to the Bidder who submits the bid with the lowest Bid Price as specified in Exhibit C-1, provided the Bidder is deemed responsible and the Bid complies with all requirements of the Contract. Bidders must bid on all items. Once Bids have been opened, unless withdrawn in accordance with Section 1(VI) herein, they shall remain firm for a period of sixty (60) calendar days.

In evaluating Bids, discrepancies between words and figures shall be resolved in favor of words. Discrepancies between unit prices and the total price extension shall be resolved in favor of the unit price and the extension adjusted accordingly. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum.

Conditional or Partial Bids shall not be accepted.

## **II. CAUSES FOR REJECTING BIDS**

The Authority reserves the right to waive any minor informality in or reject any and all Bids in accordance with the Local Public Contracts Law. The Authority further reserves the right to reject any Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the Authority that such Bidder is properly qualified as the lowest responsible, responsive Bidder to carry out the obligations of the Contract and to complete the Work contemplated in the RFB. Bids may be rejected for any of the following reasons:

- A. All Bids pursuant to N.J.S.A. 40A:11-13.2;
  - i. The lowest Bid substantially exceeds the cost estimates for the Project;
  - ii. The lowest Bid substantially exceeds the Authority's appropriation for the Project;
  - iii. The governing body of the Authority decides to abandon the Project;
  - iv. The Authority wants to substantially revise the specifications for the Project;
  - v. The purposes or provisions or both of N.J.S.A. 40A:11-1 et seq. are being violated;
  - vi. The Authority decides to use a State authorized Contract pursuant to N.J.S.A. 40A:11-12.
- B. If more than one Bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple Bids are received from an agent representing competing Bidders;
- D. The Bid is inappropriately unbalanced;
- E. The Bid is conditional or is a partial Bid;
- F. The Bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, prior negative experience;
- G. If the Successful Bidder fails to enter into a contract within 21 days of Contract award, Saturdays, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the Contract. In this case at its option, the Authority may accept the Bid of the next lowest responsible Bidder. (N.J.S.A. 40A:11-24b)

### **SECTION 5 CONTRACT AWARD/CONTRACT SUBMISSION REQUIREMENTS**

The Contract will be awarded to the lowest responsible, responsive Bidder as found in N.J.S.A. 40A:11-16.c.

The Contract shall be signed by all parties within the time limit set forth in the specifications, which shall not exceed 21 days, Sundays and holidays excepted, after the making of the award;

provided, however, that all parties to the Contract may agree to extend the limit set forth in the specifications beyond the 21day limit required in this subsection. The Successful Bidder, upon written request to the Authority, is entitled to receive, within seven (7) days of the request, an authorization to proceed pursuant to the terms of the Contract on the date set forth in the Contract for work to commence, or, if no date is set forth in the Contract, upon receipt of authorization.

The Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall constitute but one and the same instrument. Final execution by the Authority shall only occur upon the Successful Bidder's satisfactory execution of all documents required in the RFB.

After the award of the Contract and prior to the start of the Work, a preconstruction meeting shall be scheduled by the Authority. The Authority, the responsible engineer, the environmental and construction inspectors, and the Successful Bidder must be present at the preconstruction meeting.

### **Failure to Enter Into Contract**

Should the Successful Bidder fail or refuse to execute the Contract and submit the other required documents, if any, within the time period set forth in this RFB, the Authority shall have the right to consider the Successful Bidder to have abandoned the Contract and the Authority may proceed to award the Contract to the next lowest responsive and responsible Bidder or re-advertise same, whichever shall be determined to be in the Authority's best interest.

The Successful Bidder, upon failure or refusal to execute and deliver the Contract, the Contract Bond(s), and any other documents or submissions required by the RFB, shall forfeit to the Authority, the Bid Security required as part of this RFB.

## **SECTION 6 CONTRACT TERM**

The Contract Term commences on the date of the execution of the Contract and continues through Final Completion of the Project.

The Successful Bidder shall be required to perform all Work and furnish all materials, supplies, tools, labor, and equipment specified, necessary, proper, and incidental to the Work set forth in the Project Specifications provided in Appendix D The Successful Bidder in carrying out this obligation, must employ such methods or means as will not cause any interruption of or an interference with any activities of the Authority at the site of the Work. Failure to commence the Work in accordance with the Notice to Proceed will subject the Successful Bidder to the penalties set forth in the Contract.

## **SECTION 7 MISCELLANEOUS**

7.1 - The Contract incorporates all State, Federal, and municipal statutes, laws, ordinances, rules and regulations existing at the time of the Bid submission date and as may be amended,



supplemented or enacted during the term of the Contract, to the extent applicable to the Contract and/or the Work; and said statutes, laws, ordinances, rules and regulations shall be deemed to be included in the body of the Contract as though written out in full.

- 7.2 - The Contract shall be governed by the laws of the State of New Jersey.
- 7.3 - The Successful Bidder shall keep informed of all existing and future laws, rules, ordinances and regulations, local, State and National, in any manner affecting the Work herein specified and shall at all times observe and comply with said laws, rules, ordinances, and regulations and shall protect and indemnify the Authority, its Officers, and agents against any claim or liability arising from or based on the violation of such laws.
- 7.4 - Bidders and their subcontractors must be able to provide a Unique Entity ID (UEI) from Sam.Gov (the System of Award Management) and must maintain an active SAM registration through Final Completion of the Project.
- 7.5 - Neither an extension of time for any reason beyond the date originally stipulated herein for the completion of the Work nor the acceptance of any part of the Work called for by the Contract, shall be deemed to be a waiver by the Authority of the right to abrogate the Contract for abandonment or delay in the manner provided herein. Payment of money under the Contract, the acceptance or possession taken of the Work done by the Successful Bidder, or any estimate or certificate given shall not be evidence of the performance of the Contract or be construed as a waiver of any of its provisions by the Authority, nor shall any waiver of any breach of the Contract be held to be a waiver of any other or subsequent breach.
- 7.6 - The Successful Bidder shall maintain all documentation related to products, transactions or services under the Contract for a period of five (5) years or such other period as required by the Authority, from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- 7.7 - Uniformed law enforcement officers will be required for this Project and shall be the responsibility of the Successful Bidder.
- 7.8 - The Successful Bidder shall cause appropriate provisions to be inserted in all subcontracts relative to the Contract to bind Subcontractors to the terms of the Contract insofar as applicable to the Work of Subcontractors and to give the Successful Bidder the same power as regards termination of any subcontract that the Authority may exercise over the Contractor under any provisions of the Contract Documents. Nothing contained in the Contract shall create any contractual relations between any Subcontractor and the Authority.
- 7.9 - The Successful Bidder is advised of its responsibility, as applicable, to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive public contracts in excess of \$50,000 in the aggregate from public entities in a calendar year. The Successful Bidder is responsible for determining if such filing is necessary.

Additional information on this requirement is available from ELEC at [www.elec.state.nj.us](http://www.elec.state.nj.us).

- 7.10 The Authority shall certify availability of funds prior to the award of the Contract.
- 7.11 Debarment and Suspension (Executive Orders 12549 and 12689)—A Contract award shall not be made to any Bidder listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

# **APPENDIX A**

## **FORMS**

**EXHIBITS A1 and A2**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**EXHIBIT A-1**  
**N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**CONSTRUCTION CONTRACTS**

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a Contractor or Subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the Contractor or Subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the

Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active “card carrying” members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or Subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the Contractor or Subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the Contractor or Subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Contractor or Subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or 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. 17:27-3.3, 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 nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or Subcontractor:
  - (i) The contractor or Subcontractor shall interview the referred minority or women worker.
  - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or Subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or Subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a Contractor or Subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the Contractor or Subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
  - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the Contractor or Subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
  - (iv) If, for any reason, said Contractor or Subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or Subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the

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

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

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

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

- (D) The Contractor and its Subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.



**EXHIBIT A-2**  
**41 C.F.R. § 60-1.4(b)**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

(2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**BID DOCUMENT**  
**SUBMISSION CHECKLIST**  
**UNION COUNTY IMPROVEMENT AUTHORITY**

I, the undersigned, certify that the following documents identified below to be included with the Bid proposal, have been completed and executed in ink and are hereby submitted pursuant to the terms of the above referenced Specifications and Contract Documents in the sealed Bid package. I understand that those documents marked with a “\*” are not statutorily required at time of Bid, but are mandatory prior to award, for the Bidder or for any Subcontractors; therefore, the Authority is requesting that the Bidder submit these documents with its Bid submission.

I further understand that submission of the **Documents specifically marked with an “X” below are mandatory** and failure to submit them with the Bid is a mandatory cause for the Bid to be rejected (N.J.S.A. 40A:11-23.2). Failure to submit any of the other documents listed below, may be cause for the Bid to be rejected.

		<b><u>Initial Each</u></b>	<b><u>Item Submitted</u></b>
	Bid Document Submission Checklist	Exhibit B-1	_____
<b>X</b>	<b>Bid Proposal/Schedule of Prices</b>	Exhibit C-1	_____
<b>X</b>	<b>List of Subcontractors (N.J.S.A. 40A:11-16)</b>	Exhibit C-2	_____
	Certification of Construction Equipment	Exhibit C-3	_____
<b>X</b>	<b>Acknowledgment of Addenda</b>	Exhibit C-4	_____
	Acknowledgment of the Truth in Contracting Law	Exhibit C-5	_____
<b>Forms for Bidder:</b>			
	State Debarred, Suspended and Disqualified Bidder Statement	Exhibit D-1	_____
<b>X</b>	<b>Ownership Disclosure Form (N.J.S.A. 52:25-24.2)</b>	Exhibit D-2	_____
	Disclosure of Investigations & Other Actions Involving Vendor Form	Exhibit D-3	_____
	Non-Collusion Certification _____	Exhibit D-4	_____
	Certification of New Jersey Business Registration	Exhibit D-5	_____
	Federal Non-Debarment Certification*	Exhibit D-6	_____
	Public Works Contractors Registration* (N.J.S.A. 34:11-56.48)	Certificate	_____
	Business Registration Certificate* (N.J.S.A. 52:32-44)	Certificate	_____
	Public Works Contractors Registration for Listed Subcontractor(s)* Certificate(s)		_____
	Business Registration Certificate for Listed Subcontractor(s)* Certificate(s)		_____

Person Authorized to Sign Bid Documents of Corporation Bidder	Exhibit E-1	_____
Corporate Resolution Authorizing Person to Sign Bid Documents	Exhibit E-2	_____
Copy of Corporate Resolution	Resolution	_____
Person Authorized to sign Bid Documents of Individual Bidder	Exhibit E-3	_____
Person Authorized to sign Bid Documents of Partnership Bidder	Exhibit E-4	_____
Person Authorized to sign Bid Documents of Limited Liability Company Bidder	Exhibit E-5	_____
Person Authorized to sign Bid Documents of Joint Venture Bidder	Exhibit E-6	_____
<b>X Bid Bond/ Certified/Cashier's Check (N.J.S.A. 40A:11-21)</b>	Exhibit F-1	_____
<b>X Consent of Surety as to Performance and Payment Bond (N.J.S.A. 40A:11-22)</b>	Exhibit F-2	_____
<b>X Consent of Surety as to General Maintenance Bond</b>	Exhibit F-3	_____
Bidder's Certification of Equal Employment Opportunity	Exhibit G-1	_____
Americans with Disabilities Act of 1990	Exhibit G-2	_____
Prompt Payment Certification	Exhibit G-3	_____
Project Labor Agreement Letter of Assent	Exhibit G-4	_____
Request for Information (RFI)	Exhibit G-5	_____
Byrd Anti-Lobbying Amendment Certification	Exhibit G-6	_____

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

\_\_\_\_\_  
Name of Bidder  
(To be completed by Authorized Representative)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name and Title of Signatory

\_\_\_\_\_  
Date

**PLEASE NOTE:**

**\* Submission of the NJ Business Registration Certificate (“BRC”), NJ Public Works Contractor Registration (“PWCR”), and Federal Non-Debarment Certification are not required at time of bid submission for the Bidder or for any Subcontractors. However, the Authority is requesting that the Bidder submit these documents with its Bid submission. If the BRC, PWCR, or Federal Non-Debarment Certification are not included with the Bid submission, they must be submitted by the Bidder prior to the Contract award. Further, there must be a valid current PWCR in place at the time of Bid submission.**

**“X” Failure to submit these documents marked with an “X” with the Bid submission will result in the rejection of the Bid pursuant to N.J.S.A. 40A:11-23.2.**

**EXHIBIT C-1**

**BID PROPOSAL/SCHEDULE OF PRICES**

NAME OF BIDDER: \_\_\_\_\_

THE BIDDER IS DOING BUSINESS AS (Indicate “An Individual”, “A Firm or Partnership”, “A Corporation, “A Limited Liability Company”, “A Joint Venture”):

\_\_\_\_\_

MAILING ADDRESS FOR NOTICES TO BIDDER:

\_\_\_\_\_

\_\_\_\_\_

STREET ADDRESS FOR COURIER DELIVERY OF NOTICES TO BIDDER:

\_\_\_\_\_

TELEPHONE NUMBER OF BIDDER:

(Business #) \_\_\_\_\_  
(Telefax #) \_\_\_\_\_  
(Emergency #) \_\_\_\_\_  
(Email) \_\_\_\_\_

“AUTHORIZED REPRESENTATIVE OF BIDDER”<sup>1</sup>:

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

AGENT WITHIN NEW JERSEY UPON WHOM SERVICE SHALL BE MADE IN THE EVENT OF LITIGATION:

NAME \_\_\_\_\_

\_\_\_\_\_

<sup>1</sup> The Authorized Representative of Bidder is any member, committee, officer, or representative of the Bidder duly authorized to execute the Contract on behalf of the Bidder. If the Bid is made by an individual, then the Authorized Representative shall be the individual; if made by a firm or partnership, the Authorized Representative shall be any of the general partners; if made by a corporation, the Authorized Representative shall be an official authorized by the corporation as evidenced by Corporate Resolution; if made by a Joint Venture, the Authorized Representative of the Joint Venture shall be the Authorized Representative of each member of the Joint Venture as indicated above for each entity

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

DESIGNATED BIDDER'S REPRESENTATIVE FOR QUESTIONS, PROBLEMS,  
PROCEDURAL REQUIREMENTS AND CONTRACT MATTERS:

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

The above referenced Bidder offers and agrees, if this Bid is accepted, to enter into an agreement with the Authority to furnish all Work for the Contract Price set forth below and within the Contract Term indicated in the RFB and in accordance with the Contract Documents.

Bidder declares that no person or persons other than those named herein are interested in this Bid; that this Bid is made without collusion with any other person, firm or corporation; and that no person or persons acting in any official capacity for the Authority are directly or indirectly interested in this Bid, or in any portion of the profit thereof.

Bidder further agrees as follows: 1) that this Bid shall remain open and may not be withdrawn as set forth in the RFB; 2) that the Bidder accepts all of the terms and conditions set forth in the RFB including, without limitation, those dealing with the disposition of Bidder's Bid Security; 3) and that, upon acceptance of this Bid, Bidder will execute the Contract and will make all other submissions and furnish the required Contract Security within the time period(s) set forth in the Specifications and Contract Documents.

In accordance with the above understandings and agreements, Bidder will furnish the Work for the unit prices or prices set forth below:

## **BID PROPOSAL**

1. The undersigned Bidder declares:
  - That this Bid Proposal is made, without collusion with any other person, firm or corporation;
  - That the Bidder has carefully examined the RFB, Addenda, and all other Contract Documents;
  - That the Bidder has carefully examined the locations, conditions and classes of material for the proposed Work;
  - That it will provide all necessary design services, machinery, tools, apparatus and other means of construction and will do all Work and furnish all the materials called for in the Contract Documents in the manner therein prescribed; and
  - That this Bid Proposal includes all applicable insurance expenses and policy costs allocated to the on-site activities of the Project as respects Workers' Compensation, Employer's Liability, Commercial General Liability, Owners Contractors Protective Liability, and Excess/Umbrella Liability.
  
2. In submitting this Bid Proposal, the Bidder agrees:
  - That the Authority has the right to reject this Bid Proposal in accordance with the terms of the RFB.
  - To hold this Bid Proposal open for a period of sixty (60) calendar days from the Bid Due Date, unless this time period is extended by mutual agreement of the Bidder and the Authority.
  - To accomplish the Scope of Work at the Bid Proposal, in accordance with the Contract Documents.
  
3. The Bid Proposal shall include:
  - Total amount for the furnishing of all design and construction administration services, labor, materials, services, equipment and appliances required in connection with and properly incidental to all Work, in conformance with all Contract Documents. The price of allowances listed in the Specifications and/or by Addenda (um) must be included in the Bidder's Total Lump Sum Bid Proposal. The Bidder understands that the use of the allowance shall be only as directed by the Authority for Authority purposes and only by Change Order that indicates the amounts to be charged to the allowance. Bidders shall refer to Drawings and Specification Section 012100 for additional allowance information.

In case of a discrepancy between the amount shown in words and the amount shown in figures, the amount shown in words shall govern.



**TOTAL LUMP SUM BID PROPOSAL:**

**The Total Lump Sum Bid Proposal Amount shall include \$3,270,000.00 in Allowances**

\_\_\_\_\_  
(In Words)

\$

\_\_\_\_\_  
(In Figures)

**IN WITNESS WHEREOF, the Bidder has caused this instrument to be signed, attested to and sealed.**

Bidder: \_\_\_\_\_  
(Legal Firm Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

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

Witness: \_\_\_\_\_

Print or Type Name of Bidder: \_\_\_\_\_

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



**UNIT PRICES**

---

Bidders shall refer to Drawings and Specification Section 012200 for additional Unit Price information. Provide price to furnish and install, as a base line for changes that deviate from the Project Specifications, not for purposes for determining the low bid:

**UNIT PRICE BREAKDOWN:**

- A. Unit Price No. 1: Removal and disposal of historic fill in excess of 27,000 Cubic Yards.  
Cost per ton: \$ \_\_\_\_\_
  
- B. Unit Price No. 2: Importing certified clean fill in excess of 2,000 cu.yd.  
Cost per ton: \$ \_\_\_\_\_
  
- C. Unit-Price No. 3: Removal and disposal of excess contaminated soil not deemed to be historic fill. Remedial Action Report dated 5/5/2022.  
Cost per ton: \$ \_\_\_\_\_
  
- D. Unit Price No. 4: Electrical Receptacles (each location)  
Each location: \$ \_\_\_\_\_
  
- E. Unit Price No. 5: Tele/Data Receptacles (each location)  
Each Location: \$ \_\_\_\_\_
  
- F. Unit Price No. 7: Exit Signs  
Each Location: \$ \_\_\_\_\_
  
- G. Unit Price 7: Fire Alarm Horn/Strobe  
Each Location: \$ \_\_\_\_\_
  
- H. Unit Price No. 8: Smoke Detector, Ceiling Mounted  
Each Location: \$ \_\_\_\_\_
  
- I. Unit Price No. 9: Heat Detector, Ceiling Mounted  
Each Location: \$ \_\_\_\_\_
  
- J. Unit Price No. 10: Access Panels  
Each Location: \$ \_\_\_\_\_

**AUTHORIZED SIGNATORY OF BIDDER:**

\_\_\_\_\_  
Print Name and Title of Authorized Signatory

\_\_\_\_\_  
Signature of Bidder's Authorized Signatory

\_\_\_\_\_  
Date

**LIST OF SUBCONTRACTORS**

**If Bidder is not using any Subcontractors for any of the trades listed below, please certify here that the Bidder does not intend to use any Subcontractors for any of the trades listed.**

---

**Signature of Bidder**

If Bidder is using any Subcontractors for any of the trades listed below, Bidder must complete the following:

In accordance with Local Public Contracts Law, N.J.S.A. 40A:11-16, the Bidder shall list below, the name and address of the Subcontractors whom he/she intends to employ in executing the portions of the work listed below, in the event that the Bidder is awarded the Contract. The Bidder shall also follow the Instructions to Bidders that are set forth below.

<u>Subcontractors Name/Address</u>	<u>Work to be Performed</u>	<u>Trade</u>
(1) _____	_____	Plumbing
(2) _____	_____	HVAC
(3) _____	_____	Electrical
(4) _____	_____	Structural Steel
(5) _____	_____	Ornamental Iron

*(ATTACH ADDITIONAL SHEETS AS NECESSARY)*

**INSTRUCTIONS TO BIDDER REGARDING SUBCONTRACTOR DISCLOSURES:**

**1. The Bidder must furnish a Business Registration Certificate and NJ Public Works Contractor Registration for each Subcontractor identified by the Bidder above, prior to the award of the Contract.**

**2. If the Bidder sets forth more than one Subcontractor for any of the trade categories above, the Bidder shall submit to the Authority 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 attached to this Exhibit C-2 by the Bidder. 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 Authority, the Authority shall award the Contract to the next lowest responsible Bidder.**

---

Name of Bidder

---

Signature of Authorized Representative

---

Print Name and Title of Signatory

---

Date

**CERTIFICATION OF CONSTRUCTION EQUIPMENT**

I, the undersigned, hereby certify that the Bidder is the owner or lessee of the equipment necessary for the execution of this Contract, and further certify that the Bidder is fully prepared with the necessary capital, material, and machinery to conduct this work as herein specified.

The equipment available for the prosecution of the contract is listed below:

<b><u>QUANTITY</u></b>	<b><u>DESCRIPTION AND CAPACITY</u></b>	<b><u>YEAR</u></b>	<b><u>CONDITION</u></b>
------------------------	--	--------------------	-------------------------

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(ATTACH ADDITIONAL SHEETS TO CONTINUE LIST AS NECESSARY)

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name and Title of Signatory

\_\_\_\_\_  
Date

**ACKNOWLEDGMENT OF ADDENDA**

**This Form must be signed and submitted by all Bidders regardless of whether any Addenda were issued. If no Addenda were issued, check the “No Addenda were issued box” and complete the signature section below:**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<b><u>ADDENDA NO.</u></b>	<b><u>DATE RECEIVED</u></b>	<b><u>ACKNOWLEDGE RECEIPT (INITIAL)</u></b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**No Addenda were issued (check if applicable)**

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Authorized Signature of Representative

\_\_\_\_\_  
Print Name and Title of Signatory

\_\_\_\_\_  
Date

**ACKNOWLEDGMENT OF THE TRUTH IN CONTRACTING LAW**

Pursuant to N.J.S.A. 2C:21-34b. all Bidders are bound as follows:

“A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.”

I, the undersigned, hereby certify that I have read and understood the Truth in Contracting Law as provided above.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Authorized Signature of Representative

\_\_\_\_\_  
Print Name and Title of Signatory

\_\_\_\_\_  
Date

**NEW JERSEY STATE DEBARRED, SUSPENDED AND  
DISQUALIFIED BIDDER STATEMENT**

I, the undersigned solemnly swear that \_\_\_\_\_ (Name of Bidder), at the time of the Bid, **is not included** on the New Jersey State Treasurer’s List of Debarred, Suspended, or Disqualified Bidders and that all statements contained in the Bid and in this Statement are true and correct and made with the full knowledge that the Union County Improvement Authority relies upon the truth of the statements contained in the Bid and in the statements contained in this Statement in awarding the contract for the Work. Furthermore, I agree to immediately notify the Union County Improvement Authority wherever it appears that \_\_\_\_\_ (Name of Bidder) is on the aforementioned New Jersey State Treasurer List at any time prior to and during the life of the Contract.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name and Title of Signatory

\_\_\_\_\_  
Date



**OWNERSHIP DISCLOSURE FORM**

**RESPONDENT NAME:**

**IN ACCORDANCE WITH N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE MIDDLESEX COUNTY UTILITIES AUTHORITY ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.**

**YES  
NO**

1. The Respondent is a **Non-Profit Entity**; and therefore, no disclosure is necessary.
2. The Respondent is a **Sole Proprietor**; and therefore, no other disclosure is necessary.  
 A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.  
 A limited liability company with a single member is not a Sole Proprietor.
3. The Respondent is a **corporation, partnership, or limited liability company**.

If you answered **YES** to Question 3, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein.\*

NAME _____ ADDRESS _____ ADDRESS _____ CITY _____ STATE _____ ZIP _____	NAME _____ ADDRESS _____ ADDRESS _____ CITY _____ STATE _____
NAME _____ ADDRESS _____ ADDRESS _____ CITY _____ STATE _____ ZIP _____	NAME _____ ADDRESS _____ ADDRESS _____ CITY _____ STATE _____

**NO  
YES**

4. For each of the corporations, partnerships, or limited liability companies identified above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities?

If you answered **YES** to Question 4, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.\*

NAME _____ ADDRESS _____ ADDRESS _____ CITY _____ STATE _____ ZIP _____	NAME _____ ADDRESS _____ ADDRESS _____ CITY _____ STATE _____
NAME _____ ADDRESS _____ ADDRESS _____ CITY _____ STATE _____ ZIP _____	NAME _____ ADDRESS _____ ADDRESS _____ CITY _____ STATE _____

5. As an alternative to completing this form, a Respondent 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% 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% 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% or greater beneficial interest.\*

**DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM**

**BID SOLICITATION # AND TITLE:** \_\_\_\_\_

**VENDOR NAME:** \_\_\_\_\_

**PART 1**

Please list all Officers/Directors of the Vendor below.

NAME	NAME
TITLE	TITLE
ADDRESS	ADDRESS
ADDRESS	ADDRESS
CITY STATE ZIP	CITY STATE ZIP
NAME	NAME
TITLE	TITLE
ADDRESS	ADDRESS
ADDRESS	ADDRESS
CITY STATE ZIP	CITY STATE ZIP

*\*Attach Additional Sheets If Necessary.*

**PART 2**

PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON THE OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS. PLEASE CIRCLE YOUR RESPONSE.

1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government? **YES / NO**
2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies? **YES / NO**
3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved? **YES / NO**
4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? **YES / NO**
5. Has any person or entity listed on this form or its attachments been involved as an adverse party to a public sector client in any civil litigation or administrative proceeding in the past five (5) years? **YES / NO**

**IF ANY OF THE ANSWERS TO QUESTIONS 1-5 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3.**  
**IF ALL OF THE ANSWERS TO QUESTIONS 1-5 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.**

**PART 3**

**DESCRIPTION OF THE INVESTIGATION OR LITIGATION, ETC.**

If you answered "YES" to any of questions 1 - 5 above, you must provide a detailed description of any investigation or litigation, including, but not limited to, administrative complaints or other administrative proceedings involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption and a brief description of the action, the date of inception, current status, and if applicable, the disposition.

PERSON OR ENTITY NAME	_____
CONTACT NAME	_____ PHONE NUMBER _____
CASE CAPTION	_____
INCEPTION OF THE INVESTIGATION	_____ CURRENT STATUS _____
SUMMARY OF INVESTIGATION	_____

*\*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the Union County Improvement Authority ("UCIA") is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the UCIA to notify the UCIA 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the UCIA, permitting the UCIA to declare any contract(s) resulting from this certification void and unenforceable.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_

**NON-COLLUSION CERTIFICATION**

I, the undersigned, hereby certify, in accordance with N.J.S.A. 52:34-15, that the Bidder named below, has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Contract; that all statements contained in said Proposal and in this Certification are true and correct, and made with full knowledge that the Union County Improvement Authority relies upon the truth of the statements contained in said Proposal and in the statements contained in this Certification in awarding the above referenced Contract.

I further certify that no person or selling agent 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 the Bidder.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name and Title of Signatory

\_\_\_\_\_  
Date

**CERTIFICATION OF NEW JERSEY BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of Treasury, Division of Revenue and Enterprise Services prior to award of a contract. To facilitate the Bid evaluation and Contract award process, the Bidder is being requested to submit a copy of its valid BRC and those of all named Subcontractors with its Bid.

Any Bidder, inclusive of any name Subcontractors, who does not have a valid BRC as of the Bid Due Date or whose BRC was revoked prior to the Bid Due Date, should proceed immediately to register its business or seek reinstatement of a revoked BRC. The Bidder and its named Subcontractors may register with the Division of Revenue and Enterprise Services, obtain a copy of an existing BRC or obtain information necessary to seek reinstatement of a revoked BRC online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Bidders are cautioned that it may require a significant amount of time to secure an initial BRC or the reinstatement of a revoked BRC. The process can require actions by both the Division of Revenue and Enterprise Services and the Division of Taxation. For this reason, a Bidder’s attention to this requirement prior to bidding is highly recommended.

A Bidder, inclusive of all named Subcontractors, that was not business registered as of the Bid Due Date must be so registered and in possession of a valid BRC within five business days of its receipt of the Authority’s written request for evidence of the BRC at the address stated in the Bid (the “BRC Request Deadline”). The Authority will deliver this request by hand, overnight delivery, or Certified FAX.

A Bidder who does not possess a valid BRC as of 5:00 p.m. prevailing time on the BRC Request Deadline date will be deemed ineligible for Contract award. If a Bidder possesses a valid BRC as of the BRC Request Deadline date but fails or refuses to provide evidence of same to the Authority, the Authority will rely upon information available from computerized systems maintained by the State as a basis to independently verify the Bidder’s BRC status as of the BRC Request Deadline date and will be guided accordingly in its award process.

A Bidder receiving a Contract award as a result of this procurement and any Subcontractors utilized by that Bidder will be required to maintain a valid business registration with the Division of Revenue and Enterprise Services for the duration of the executed contract, inclusive of any contract extensions.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name and Title of Signatory

\_\_\_\_\_  
Date

**UNION COUNTY IMPROVEMENT AUTHORITY**  
**FEDERAL NON-DEBARMENT CERTIFICATION**

N.J.S.A. 52:32-44.1

**Summary of the Certification Requirements under N.J.S.A. 52:32-44.1**

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the State of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local unit must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Accordingly, 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.

<b>PART I: VENDOR INFORMATION</b>	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
<b>Check the box that represents the type of business organization:</b>	

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): \_\_\_\_\_

<b>PART II: CERTIFICATION OF NON-DEBARMENT: Individual or Organization</b>			
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 Union County Improvement Authority (the “ <b>Authority</b> ”) 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 the Authority to notify the Authority 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 Authority, permitting the Authority to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

<b>PART III: CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization</b>	
<b>Section A (Check the Box that applies)</b>	
<input type="checkbox"/>	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.
<b>Name of Individual or Organization</b>	
<b>Address (for Individual) or Business Address</b>	
<b>OR</b>	
<input type="checkbox"/>	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.

<b>Section B (Skip if no Business entity is listed in Section A above)</b>
--

<input type="checkbox"/>	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.		
<b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>			
<b>Address (for Individual) or Business Address</b>			
<b>OR</b>			
<input type="checkbox"/>	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.		
<b>Section C – Part III Certification</b>			
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 <b>Organization listed above in Part I</b> or, if applicable, owns greater than 50 percent of a parent entity of the Organization. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Union County Improvement Authority 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 the Authority to notify the Authority 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 Authority, permitting the Authority 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**

<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Name of Business Entity	Business Address

\*\*Add additional sheets if necessary\*\*

**OR**

<input type="checkbox"/>	The <b>Organization listed above in Part I</b> 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)**

<input type="checkbox"/>	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	Business Address

\*\*Add additional Sheets if necessary\*\*

**OR**

<input type="checkbox"/>	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 Union County Improvement Authority 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 the Authority to notify the Authority 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 Authority, permitting the Authority to declare any contract(s) resulting from this certification void and unenforceable.

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

## **INSTRUCTIONS FOR COMPLETING EXHIBIT E**

If the Bidder is a corporation complete Exhibit E-1 and E-2 only.

If the Bidder is an individual complete Exhibit E-3 only.

If the Bidder is a partnership complete Exhibit E-4 only.

If the Bidder is a limited liability company complete Exhibit E-5 only.

If the Bidder is a joint venture, then each member of the joint venture must complete the authorization to sign bid documents that applies to each member's business organization as per Exhibit E-6.

**PERSON AUTHORIZED TO SIGN BID**  
**DOCUMENTS OF CORPORATION BIDDER**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
\_\_\_\_\_ (Herein after known as the “Corporate Secretary”), personally  
appeared before the subscriber, a Notary Public. The Corporate Secretary being by me duly sworn  
on his/her oath does depose and make proof to my satisfaction that:

1. He/She is the Secretary of the Corporation mentioned in Exhibit C-1 of the attached  
Contract \_\_\_\_\_ (Herein after known as the “Contract”); and

2. \_\_\_\_\_  
(Name and Title of person authorized to sign bid documents, herein after known as “Authorized  
Representative of the Bidder<sup>1</sup>”) is a person authorized to sign bid documents for said Corporation;  
and

3. The execution and making of this Authorization To Sign Bid Documents has been duly  
authorized by a **proper resolution of the board of directors of said Corporation (Herein after  
referred to as the “Corporate Resolution); and said Corporate Resolution is attached to  
Exhibit E-2<sup>2</sup>; and**

4. The Authorized Representative of Bidder signed Exhibit C-1 of the Contract in the  
presence of the Corporate Secretary. The Corporate Secretary then signed said Exhibit C-1 of the  
Contract thereto as witness, and for his/her voluntary act and deed, and as for the voluntary act and  
deed of said Corporation.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name and Title of Signatory

\_\_\_\_\_  
Date

Sworn and subscribed to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

My commission expires on \_\_\_\_\_

<sup>1</sup>Authorized Representative of the Bidder means any member, committee, officer, or representative of the Bidder duly authorized to execute the Contract on behalf of the Bidder. If the Bid is made by an individual, then the Authorized Representative shall be the individual; if made by a firm or partnership, the Authorized Representative shall be all of the general partners; if made by a corporation, the Authorized Representative shall be an official authorized by the corporation as evidenced by Corporate Resolution; if made by a Joint Venture, the Authorized Representative of the Joint Venture shall be the Authorized Representative of each member of the Joint Venture as indicated above for each entity.

<sup>2</sup>**Note: Attach Corporate Resolution for person authorized to sign bid documents to Exhibit E-2.**

**EXHIBIT E-2**

**CORPORATE RESOLUTION AUTHORIZING  
PERSON TO SIGN BID DOCUMENTS**

The Corporate Resolution certifying the person authorized to sign bid documents for the corporation is attached hereto.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name and Title of Signatory

\_\_\_\_\_  
Date

**Attach Corporate Resolution to this Exhibit**

**PERSON AUTHORIZED TO SIGN BID DOCUMENTS**  
**OF INDIVIDUAL BIDDER**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, \_\_\_\_\_ (herein after known as the "Authorized Representative of the Bidder<sup>1</sup>"), personally appeared before the subscriber, a Notary Public. The Authorized Representative of the Bidder being by me duly sworn on his/her oath does depose and make proof to my satisfaction that:

1. He/She is the individual mentioned in Exhibit C-1 of the attached Contract \_\_\_\_\_ (Herein after known as the "Contract"); and
2. He/She signed Exhibit C-1 of the Contract for his/her voluntary act and deed.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name and Title of Signatory

\_\_\_\_\_  
Date

Sworn and subscribed to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

My commission expires on \_\_\_\_\_

<sup>1</sup>Authorized Representative of the Bidder means any member, committee, officer, or representative of the Bidder duly authorized to execute the Contract on behalf of the Bidder. If the Bid is made by an individual, then the Authorized Representative shall be the individual; if made by a firm or partnership, the Authorized Representative shall be all of the general partners; if made by a corporation, the Authorized Representative shall be an official authorized by the corporation as evidenced by Corporate Resolution; if made by a Joint Venture, the Authorized Representative of the Joint Venture shall be the Authorized Representative of each member of the Joint Venture as indicated above for each entity.

**PERSON AUTHORIZED TO SIGN BID DOCUMENTS**  
**OF PARTNERSHIP BIDDER**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
\_\_\_\_\_ (Herein after known as the "Authorized Representative of Bidder"<sup>1</sup>),  
personally appeared before the subscriber, a Notary Public. The Authorized Representative of  
Bidder being by me duly sworn on his/her oath does depose and make proof to my satisfaction  
that:

1. He/She is a general partner of the partnership mentioned in Exhibit C-1 of the attached  
Contract \_\_\_\_\_ Herein after known as the "Contract"); and
2. He/She signed Exhibit C-1 of the Contract for his/her voluntary act and deed, and as for the  
voluntary act and deed of said partnership.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name and Title of Signatory

\_\_\_\_\_  
Date

Sworn and subscribed to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
My commission expires on \_\_\_\_\_

<sup>1</sup>Authorized Representative of the Bidder means any member, committee, officer, or representative of the Bidder duly authorized to execute the Contract on behalf of the Bidder. If the Bid is made by an individual, then the Authorized Representative shall be the individual; if made by a firm or partnership, the Authorized Representative shall be all of the general partners; if made by a corporation, the Authorized Representative shall be an official authorized by the corporation as evidenced by Corporate Resolution; if made by a Joint Venture, the Authorized Representative of the Joint Venture shall be the Authorized Representative of each member of the Joint Venture as indicated above for each entity.

**PERSON AUTHORIZED TO SIGN BID DOCUMENTS**  
**OF LIMITED LIABILITY COMPANY BIDDER**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
\_\_\_\_\_ (Herein after known as the "Authorized Representative of Bidder"<sup>1</sup>),  
personally appeared before the subscriber, a Notary Public. The Authorized Representative of  
Bidder being by me duly sworn on his/her oath does depose and make proof to my satisfaction  
that:

1. He/She is the \_\_\_\_\_ (Insert title of Authorized Signatory)  
mentioned in Exhibit C-1 of the attached Contract \_\_\_\_\_ Herein  
after known as the "Contract"); and
2. He/She signed Exhibit C-1 of the Contract for his/her voluntary act and deed, and as for the  
voluntary act and deed of said Limited Liability Company.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name and Title of Signatory

\_\_\_\_\_  
Date

Sworn and subscribed to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
My commission expires on \_\_\_\_\_

<sup>1</sup>Authorized Representative of the Bidder means any member, committee, officer, or representative of the Bidder duly authorized to execute the Contract on behalf of the Bidder. If the Bid is made by an individual, then the Authorized Representative shall be the individual; if made by a firm or partnership, the Authorized Representative shall be all of the general partners; if made by a corporation, the Authorized Representative shall be an official authorized by the corporation as evidenced by Corporate Resolution; if made by a Joint Venture, the Authorized Representative of the Joint Venture shall be the Authorized Representative of each member of the Joint Venture as indicated above for each entity.



**EXHIBIT E-6**

**PERSON AUTHORIZED TO SIGN BID**  
**DOCUMENTS OF JOINT VENTURE BIDDER**

If the Bidder is a joint venture, then each member of the joint venture must complete an Authorization of Signatory instrument that applies to each member's business organization.

**EXHIBIT F-1**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

\_\_\_\_\_, as Principal, and  
\_\_\_\_\_, as Surety, are hereby held and firmly bound unto the Union County Improvement Authority, Elizabeth, New Jersey, in the sum of \_\_\_\_\_

Dollars, as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors administrators, successors and assigns.

The condition to the above obligation is such that whereas the Principal has submitted to the Union County Improvement Authority, a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, providing work, service, equipment and/or supplies as set forth above.

NOW THEREFORE

- (a) If said Bid shall be rejected, or in alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the Contract and shall furnish a bond for the faithful performance of said contract for the prompt payment of labor and material furnished in the prosecution thereof and for the environmental maintenance requirements thereof; and deliver evidence of insurance and such other documents as are required as conditions precedent to the Union County Improvement Authority's execution of the Contract, all within the times required in the Contract Documents; and shall in all other respects perform the agreement created by the acceptance of said bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said surety and its bond shall be in no way impaired or affected by an extension of the time within which such bid may be accepted, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the parties hereto duly executed this bond on

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Name of Principal)

BY: \_\_\_\_\_  
Signature of Bidder's Authorized Representative

Delivered in the  
presence of:

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(As to Surety) By: \_\_\_\_\_  
Signature of Surety's  
Attorney-In-Fact

**CONSENT OF SURETY**  
**AS TO PERFORMANCE AND PAYMENT BOND**

A Performance and Payment Bond in the amount of 100% of Contract Price will be required from the Successful Bidder, and consequently, all Bidders shall submit, with their bid, a certificate in substantially the following form:

TO: The Union County Improvement Authority

RE: \_\_\_\_\_  
Bidder

Construction of the New  
Union County Government Complex  
in Elizabeth, New Jersey

\_\_\_\_\_  
Contract Name

This is to certify that the \_\_\_\_\_ (Surety Company) will provide to \_\_\_\_\_ (Bidder) to the benefit of Union County Improvement Authority, a Performance and Payment Bond as set forth in the Request for Bids. Project Specifications and Contract Documents, each satisfying the requirements for the Bidder to provide work, service, equipment, and/or supplies, and pay all lawful claims of beneficiaries as defined by N.J.S.A. 2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, as set forth in the Project Specifications and Contract Documents, in the event that said \_\_\_\_\_ (Bidder) is awarded a Contract for the above Project.

\_\_\_\_\_  
Attorney-In-Fact of Surety Company\*\*

**\*\*CONSENT OF SURETY MUST BE SIGNED BY AN ATTORNEY-IN-FACT OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY SUBMITTING THE BID AND MUST BE ACCOMPANIED BY A DULY NOTARIZED POWER-OF-ATTORNEY FOR THE ATTORNEY-IN-FACT.**

**CONSENT OF SURETY AS TO  
GENERAL MAINTENANCE BOND**

A General Maintenance Bond in the amount of \_\_\_\_% of the Final Contract Price for a term of \_\_\_\_ (\_\_\_\_) years following the date of the Notice of Contract Acceptance and Certification for Final Payment will be required from the Successful Bidder, and consequently, all Bidders shall submit, with their bid, a certificate in substantially the following form:

TO: The Union County Improvement Authority

RE: \_\_\_\_\_  
Bidder

Construction of the New  
Union County Government Complex  
in Elizabeth, New Jersey

\_\_\_\_\_  
Contract Name

This is to certify that the \_\_\_\_\_ (Surety Company) will provide to \_\_\_\_\_ (Bidder) to the benefit of Union County Improvement Authority, a General Maintenance Bond as set forth in the Project Specifications and Contract Documents, each satisfying the requirements for the Bidder to provide work, service, equipment, and/or supplies, as set forth the Specifications and Contract Documents, in the event that said \_\_\_\_\_ (Bidder) is awarded a Contract for the above project.

\_\_\_\_\_  
Attorney-In-Fact of Surety Company\*\*

**\*\*CONSENT OF SURETY MUST BE SIGNED BY AN ATTORNEY-IN-FACT OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY SUBMITTING THE BID AND MUST BE ACCOMPANIED BY A DULY NOTARIZED POWER-OF-ATTORNEY FOR THE ATTORNEY-IN-FACT.**

**EXHIBIT G-1**

**BIDDER'S CERTIFICATION OF  
EQUAL EMPLOYMENT OPPORTUNITY**

By the submission of this bid and in accordance with Executive Order No. 11246, Section 202, dated September 24, 1965, the Bidder, offeror, applicant, or Subcontractor certifies that he shall not discriminate against any employee or applicant for employment because of age, race, color, creed, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITATION, FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF, OR TERMINATION.

He further agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of Subcontractors exceeding \$10,000, which are not exempt from the provision of Equal Opportunity clause: that he will retain such certifications in his files, and that he will post in a conspicuous place and forward Notice of Non-Discrimination to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certification for specific time periods).

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Name and Title of Signer – Please type)

**EXHIBIT G-2**

**AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability**

The contractor and the Union County Improvement Authority, (hereafter the "Authority") do hereby agree that the provisions of Title 11 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Authority pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that 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 Authority in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Authority, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Authority's grievance procedure, the contractor agrees to abide by any decision of the Authority which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Authority, or if the Authority incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the Authority 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 Authority pursuant to this paragraph.

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

NAME OF COMPANY: \_\_\_\_\_

NAME OF OFFICIAL: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**PROMPT PAYMENT CERTIFICATION**

I make this certification on behalf of myself as a representative of the Contractor named below (“Contractor”) and on behalf of the Contractor. I certify that for each application for payment submitted in connection with this Project: (1) the work covered by that application for payment has been completed in accordance with the Contract Documents; (2) the payment requested is due; and (3) all amounts have been paid by the Contractor for work for which previous payments were issued. No application for payment will be submitted without Contractor having paid all Subcontractors and suppliers their share of any funds received by Contractor pursuant to any previous application(s) for payment. I understand and acknowledge that this entire certification will be considered incorporated into every request for payment. I understand and acknowledge that if Contractor submits an application for payment without (1) having completed work in accordance with the contract documents, (2) payment requested being due, and/or (3) having paid all Subcontractors and suppliers their share of any funds received by Contractor pursuant to any previous application(s) for payment, then Contractor has submitted a false claim and false certification, subjecting Contractor to liability, damages and penalties under the New Jersey False Claims Act, N.J.S.A. 2A:32C-1 et seq.

If there is some legitimate reason the Contractor cannot timely pay a Subcontractor or supplier, then Contractor must submit a signed certification or affidavit to the owner/government entity fully explaining the situation, when the situation arose, and when it will be resolved. A failure to submit such an explanatory certification waives any defenses Contractor may later seek to assert in connection with liability under the New Jersey False Claims Act, N.J.S.A. 2A:32C-1 et seq. or any other law, including N.J.A.C. 7:1D et seq.

I further understand and acknowledge that a false certification, whether express or implied, that (1) the work covered by an application for payment has been completed in accordance with the contract documents, (2) the payment requested is due, and/or (3) all amounts have been paid by the Contractor to Subcontractors or suppliers for work for which previous payments were issued, is misleading with respect to the goods and services Contractor is providing.

I also understand and acknowledge that the requirements that (1) work has been completed in accordance with the contract documents, (2) the payment requested is due, and (3) all amounts have been paid by the Contractor for work for which previous payments were issued, are material to the State’s decision to allocate State funding dollars for this contract, and also material to any local government entity’s decision to retain and make payment to the Contractor. I understand and acknowledge that if owner/government entity makes payment knowing of such violations, that does not demonstrate that the requirements are not material, and does not constitute a waiver of liability under the New Jersey False Claims Act, N.J.S.A. 2A:32C-1 et seq. To the contrary, Contractor recognizes that owner/government entity may decide to continue to pay Contractor due to contractual and/or logistical requirements or considerations.

Additionally, I understand and acknowledge that a false certification, whether express or implied, that (1) the work covered by an application for payment has been completed in accordance



with the contract documents, (2) the payment requested is due, and/or (3) all amounts have been paid by the Contractor for work for which previous payments were issued, constitutes legitimate grounds for debarment pursuant to N.J.A.C. 7:1D et seq.

---

Signature

---

Date

---

Name and Title of Signer - Please Type

**PROJECT LABOR AGREEMENT**  
**LETTER OF ASSENT**

Re: Project Labor Agreement  
The Union County Building & Trades Council, AFL-CIO and

\_\_\_\_\_ dated \_\_\_\_\_  
(the "Agreement")

The undersigned, as a General Contractor and/or Project Management Firm, Contractor(s) or Subcontractor(s) on a Contract which is part of the Construction of the New Union County Government Complex in Elizabeth, New Jersey (the "Project"), for and in consideration of the award of a Contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) On behalf of itself and all its employees, accepts and agrees to be bound by 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.

\_\_\_\_\_  
Company Name

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

Contract Number \_\_\_\_\_

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

General Contractor \_\_\_\_\_

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

cc: (Unions employed by Contractor)

**EXHIBIT G-5**

**REQUEST FOR INFORMATION (RFI)**

**PROJECT: UNION COUNTY GOVERNMENT COMPLEX**

RFI Number		Contractor	
Description:			
NOTE _ AUTHOR SHALL PROVIDE REFERENCED DRAWING/ SPEC/ LOCATION			
Referenced Doc; Drawing - #		Spec - #	
Other;			
Question :			
Issued By :			Date
Response :			
By:		Date	<input type="checkbox"/> <input type="checkbox"/>
Firm:			
<b>Dist: Jaime Masler</b> <a href="mailto:jmasler@digrouparchitecture.com">jmasler@digrouparchitecture.com</a> <b>Troy Marziotti</b> <a href="mailto:tmarziotti@mastconstruction.com">tmarziotti@mastconstruction.com</a> <b>Bibi Taylor</b> <a href="mailto:btaylorUCIA@ucnj.org">btaylorUCIA@ucnj.org</a> <b>Leslie London</b> <a href="mailto:llondon@msbnj.com">llondon@msbnj.com</a>			
		Date	

## EXHIBIT G-6

### BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Bidder] \_\_\_\_\_ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Please check the appropriate box:

\_\_\_\_\_ No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

*or*

\_\_\_\_\_ Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

By: \_\_\_\_\_  
(Type or Print Name) (Title of Executing Official)

\_\_\_\_\_  
(Signature of Executing Official) (Name of Company)

**APPENDIX B**  
**FORM OF AGREEMENT**

**AGREEMENT BETWEEN**

**UNION COUNTY IMPROVEMENT AUTHORITY**

**AND**

**FOR**

**CONSTRUCTION OF THE NEW UNION COUNTY**  
**GOVERNMENT COMPLEX**

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ATTACHMENT A - Special Conditions

ATTACHMENT B – Insurance Certificates and Business Registration Certificates

ATTACHMENT C – The Contractor’s Employees, Subcontractors And Subconsultants

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”) by and between the Union County Improvement Authority (the “Authority”), having an office located at 10 Elizabethtown Plaza, 5<sup>th</sup> Floor, Elizabeth, New Jersey 07207, and the (“ ”), a corporation with its principal place of business at [ ] (the “Authority” and “the Contractor” each a “Party”, and the “Authority” and the “ ” collectively, the “Parties”).

The Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Authority, hereby covenants and agrees to perform all of the Work necessary to accomplish the Project identified as the construction of the New Union County Government Complex in the City of Elizabeth (the “City”), in strict conformity with this Agreement, including all appendices and attachments hereto.

Provided that the Contractor performs all of the Work specified and all other obligations set forth in this Agreement, and subject only to such increases or decreases permitted by this Agreement, the Authority will pay the Contractor an amount as set forth in Section 9.1 of this Agreement.

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

[SIGNATURES ON THE FOLLOWING PAGE]

This Agreement has been reviewed and approved.

\_\_\_\_\_  
(Name)  
(Title)

**UNION COUNTY IMPROVEMENT  
AUTHORITY**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Bibi Taylor, Ed.D.  
Title: Executive Director

[     ]

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
[     ]  
Title: [     ]

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
(Print Name), No.  
State of New Jersey

My Commission expires  
on \_\_\_\_\_.

## 1.0 DEFINITIONS

The terms set forth below shall have the meanings ascribed to them for all purposes of this Agreement, unless the context clearly indicates some other meaning. Words in the singular shall include the plural and words in the plural shall include the singular.

1.1 “Act” means the County Improvement Authorities Law, N.J.S.A. 40:37A-44 et. seq.

1.2 “AOC” means the Administrative Office of the Courts.

1.3 “Agreement” means this agreement, including all appendices, exhibits and all documents specifically incorporated herein, between the Authority and the Contractor, and any Change Order or Amendment issued after execution of this Agreement, as agreed to by the Parties.

1.4 “Amendment” means a written modification to this Agreement executed by the Authority and the Contractor.

1.5 “Authority” or “Union County Improvement Authority” means the public body corporate and politic of the State of New Jersey established pursuant to the County Improvements Authorities Law, N.J.S.A. 40:37A-44 et. seq.

1.6 “Authority having Jurisdiction” means any applicable local, State, national or Federal entities having jurisdiction over the Project.

1.7 “Architect” means the firm, including subconsultants, engaged by the Authority to provide architectural and other services, including oversight and reporting, in connection with the design and construction of the Project. The Architect is DiGroup Architecture.

1.8 “Architect Documents” means all documents prepared by the Architect setting forth the requirements and criteria for the design and construction of the Project and includes, but is not limited to, the technical information included within the Request for Bids and any Addenda thereto.

1.9 “Change Order” means a written order, directing or authorizing a change in the scope of the Work, executed by the Authority and the Contractor, and shall include adjustments, if any, to the Contract Price and extensions, if any, to the Contract Time.

1.10 “Claim” means a demand by the Contractor for (1) a time extension which is disputed by the Authority or (2) the payment of money or damages, arising from Work performed by or on behalf of the Contractor in connection with the Contract Documents, which is disputed by the Authority.

1.11 “Commencement Date” or “NTP Date” means the date set forth in the Notice to Proceed on which the Contractor is authorized to commence performing the Work pursuant to this Agreement and the Contract Documents.

1.12 “Compensation” means payment(s) due to the Contractor for Work performed pursuant to the Contract Documents.

1.13 “Construction Documents” means the plans, Project Specifications and other documents prepared by the Authority which set forth in detail the design for, and other necessary requirements relating to, the construction of the Project, based on the requirements set forth in the Contract Documents.

1.14 “Construction Manager” or “CM” means the person, persons or firm engaged by the Authority to act as the Authority’s representative on the Project, and to provide construction management services, including oversight and reporting services, in connection with the construction of this Project. The CM for the Project is MAST Construction Services, Inc.

1.15 “Construction Work” means the portion of the Work in which the Contractor constructs the Project in accordance with the terms of the Contract Documents.

1.16 “Contract Change Directive” or “CCD” means a written order by the Authority directing or authorizing some change to the Contract Documents for which change compensation and/or Contract Time extension, if appropriate, has not yet been determined. Upon agreement on Compensation and/or Contract Time extension, for a CCD, if any, a Change Order shall be issued resolving the CCD.

1.17 “Contract Documents” means this Agreement between the Authority and the Contractor governing the construction of the Project, the Contractor’s bid submission in response to the Request for Bids for this Contract, and all other documents setting forth the obligations of the Contractor with respect to the construction of the Project. The Contract Documents shall include the Architect Documents.

1.18 “Contract Milestones” mean the dates identified in the Project Schedule by which the Contractor must complete certain critical activities in advancement of the Project.

1.19 “Contract Price” means the total fixed amount established for the performance of the Work.

1.19 “Contract Time” means the number of calendar days identified in Appendix A within which the Contractor is required to complete the Work pursuant to this Agreement.

1.20 “Contractor” means [ ], who has been engaged by the Authority to construct the Project in accordance with the requirements of the Contract Documents. Any and all references to the term “Contractor” in the Contract Documents shall mean [ ] as such term is defined in this Agreement.

1.21 “Contractor’s Project Manager” means that person designated by the Contractor to serve as its representative for the Project and who shall have the non-exclusive authority to bind the Contractor in all matters relating to this Agreement.

- 1.22 “Day” means calendar day, unless otherwise specifically defined.
- 1.23 “DCA” means the New Jersey Department of Community Affairs.
- 1.24 “Deliverables” means any documents required to be produced by, or work product generated by the Contractor pursuant to the Contract Documents.
- 1.25 “Directive” means an order by the Authority directing the Contractor to perform Work under the Contract Documents. A Directive by the Authority requires the Contractor to perform the directed Work, even if there remains a dispute as to whether the Directive constitutes a Change in the Work or warrants additional Compensation.
- 1.26 “Document” means any written or graphic matter, however produced or reproduced, of any kind or description, including originals, marked copies and drafts, and including but not limited to, correspondence, letters, memoranda, notes, notations, transcripts, notes, books, pamphlets, or articles, requisitions, resolutions, certificates, opinions, reports, studies, analyses, evaluations, contracts, licenses, agreements, financial statements, ledgers, checks, books or records of accounts, statistical records, lists, tabulations, summaries, charts, graphs, maps, surveys, plans, drawings, specifications, schedules, sound recordings, photographs, computer disks, faxes and electronic mail, and papers and things similar to any of the foregoing.
- 1.27 “Effective Date” means the date on which this Agreement has been fully executed by the Parties, as indicated above.
- 1.28 “ELEC” means the New Jersey Election Law Enforcement Commission, the State entity established pursuant to N.J.S.A. 19:44A-5.
- 1.29 “Final Completion” means that point in time on the Project when the Project is 100% complete and (i) all requirements of the Contract Documents and the Architect Documents have been completed, (ii) all items on the Punchlist have been performed, and (iii) a Certificate of Occupancy, or a Certificate of Acceptance, as applicable, has been issued by the City of Elizabeth.
- 1.30 “Force Majeure Event” means an unforeseeable event beyond the control of the Contractor and the Authority that is not due to an act or omission of the Contractor (or any Subcontractor, Subconsultant or other person or entity for which the Contractor may be contractually or legally responsible) that materially and adversely affects the Contractor’s obligations under this Agreement to the extent that such event (or the effects thereof) could not have been avoided or mitigated by due diligence and use of reasonable efforts by the Contractor . Force Majeure Events may include wars, floods, hurricanes, tornadoes, acts of terrorism, earthquakes, and other acts of God.

A “Force Majeure Event” under this Agreement shall also mean an event beyond the control of the Contractor and the Authority, that is not due to an act or omission of the Contractor (or any Subcontractor, Subconsultant or other person or entity for which the Contractor may be contractually or



legally responsible) and that event involves a declared pandemic by an Authority having Jurisdiction, that prevents or materially and adversely affects the Contractor's ability to perform its obligations under this Agreement and such impact could not have been avoided or mitigated by due diligence and use of reasonable efforts by the Contractor.

1.31 "Invoice" means a request for payment submitted by the Contractor to the Authority.

1.32 "Key Team Member" or "Contractor's Key Team Member" means individuals on the Contractor's Team, as identified in Exhibit A, that have a responsible role in the successful completion of the Project and the performance under this Agreement. Key Team Members shall have the authority to bind the Contractor in all matters relating to this Agreement.

1.33 "Legal Requirements" means all applicable Federal, State and local laws, acts, statutes, ordinances, codes, executive orders, rules and regulations in effect or hereinafter promulgated, that apply to the Contractor's performance of Work under this Agreement, including, but not limited to, the current versions of the Building Design Services Act, the New Jersey Uniform Construction Code, the Occupational Safety and Health Act of 1970, the Soil, Erosion and Sediment Control Act, as well as any requirements of local or national Authorities having Jurisdiction over the Project, as applicable.

1.34 "Notice of Award" means a notice from the Authority to the Contractor that the Contractor's Bid has been accepted and that the Authority intends to enter into a contract with the Contractor for the Work set forth in the Request for Bids.

1.35 "Notice to Proceed" or "NTP" means a written notice from the Authority setting the Commencement Date on which the Contractor is authorized to commence performing Work pursuant to this Agreement.

1.36 "Parties" means the Authority and the Contractor.

1.37 "Prevailing Wage" means the prevailing wage rate required to be paid under this Contract pursuant to the New Jersey State Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.

1.38 "Professional Services Consultants" means consultants hired by the Authority providing professional services associated with research, development, design, construction, construction administration, alteration, or improvement to real property, as well as incidental services that members of these professions and those in their employ may logically or justifiably perform. These consultants may provide services including, but not limited to, studies (including feasibility studies), investigations, surveys, evaluations, consultations, planning, programming, conceptual designs, plans and specifications, cost estimates, construction management, inspections, submittal review, testing, preparation of operating and maintenance manuals, and other related services.

1.39 “Project” means the construction of the new Union County Government Complex and the manufacture or supply of any personal property necessary for or ancillary to the Facility identified in Appendix A and required by this Agreement.

1.40 “Project Labor Agreement” means the Project Labor Agreement included as part of the Request for Bids for execution by the Contractor with respect to the terms and conditions of employment for the work to be performed under this Agreement.

1.41 “Project Specifications” means a written description prepared by the Authority as part of the Construction Documents setting forth the detailed technical and functional characteristics of, or the discrete design for, an item of material, equipment or Work to be incorporated into the Project, or a requirement of the Work to be performed under this Agreement. A Project Specification may include a statement of any of the Authority’s requirements and may provide for inspection, testing or the preparation of a construction item before procurement.

1.42 “Punchlist” means the list of incomplete or defective Work, including Work that does not comply with the Architect Documents’ applicable Code or Legal Requirements, to be performed or remedied by the Contractor. Punchlist(s) shall be prepared by the Contractor and submitted to the Architect, Authority and CM for approval prior to the issuance of the Certificate of Substantial Completion.

1.43 “Redevelopment Law” means the Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.

1.44 “Schedule” means the most current Critical Path Method (“CPM”) schedule prepared and submitted by the Contractor to the Authority, wherein the Contractor identifies all critical, and certain non-critical, activities, Contract Milestones and the projected and actual time periods for completing such activities and Contract Milestones.

1.45 “Site” means the site for the Project as defined in the Architect Documents.

1.46 “State” means the State of New Jersey.

1.47 “Subconsultant” means the party to whom the Contractor or another subconsultant subcontracts part or all of the Work for which the Contractor or other subconsultant is ultimately responsible.

1.48 “Subcontractor” means the party to whom the Contractor or another subcontractor subcontracts part or all of the Work for which the Contractor or other subcontractor is ultimately responsible.

1.49 “Submittal” means documents or other tangible items prepared by the Contractor, including, but not limited to, shop drawings, product data mock-ups and samples. Submittals are subject to review by the Architect for consistency with the Contract Documents and the Architect Documents, and by the Authority for consistency with such documents, as well as for functional and aesthetic sensibility.

1.50 “Substantial Completion” means that point in time on the Project when all of the following have occurred: (i) all essential requirements of the Contract Documents have been performed so that the purpose of the Contract Documents is accomplished; (ii) a Temporary Certificate of Occupancy has been issued by the City of Elizabeth ; (iii) the Punchlist has been created; (iv) the Contractor has delivered to the Authority the key(s) and/or code(s) for operation of the elevators; (v) there are no material omissions or technical defects or deficiencies, as identified by the Authority; and (vi) the Project is one-hundred percent (100%) ready for occupancy in accordance with its intended use.

1.51 “Substantial Completion Date” means the date by which the Contractor is required to achieve Substantial Completion as identified in Appendix A.

1.52 “Term” means the term of this Agreement as identified in Section 12.0 of this Agreement.

1.53 “Uniform Construction Code” or “Code” means the New Jersey Uniform Construction Code, as set forth in N.J.A.C. 5:23-1 et seq., and all applicable Subcodes, as such Codes are amended from time to time.

1.54 “Work” means all construction work performed by the Contractor and its Subcontractors and suppliers, including providing all material, equipment, tools and labor, necessary to complete the construction, as described in and reasonably inferable from the Construction Documents and the Contract Documents.

## **2.0 INTERPRETATION AND INTENT**

2.1 Intent of Agreement. This Agreement is being entered into in accordance with and pursuant to the Redevelopment Law and the Act and is intended to set forth the obligations and responsibilities of the Parties with respect to completion of the Work required by the Contract Documents within the Contract Time and Contract Price. This Agreement, the Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. Any services or work that may be reasonably inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. In the event of any inconsistency, conflict, or ambiguity between or among the terms of the Contract Documents, the documents shall take precedence in the order in which they are listed in Section 22.3 of this Agreement.

2.2 Review of Documents. The Contractor acknowledges that, prior to submitting its Bid on the Project, it reviewed all Documents relevant to the Project that have been prepared and furnished by the Authority, including but not limited to, the Contract Documents and any geotechnical reports or surveys of the Site. If at any time during the Term of this Agreement, the Contractor requires information or documentation that has not been provided by the Authority, but is only available to the Authority, the Contractor must request such information from the Authority. Failure to request and review such information waives any Claim by the Contractor that such information was necessary to fulfill its

obligations pursuant to the Contract Documents and/or this Agreement. The Contractor shall promptly notify the Authority of all errors, omissions, inconsistencies or other defects (including inaccuracies) which it may discover in the Contract Documents, and must provide written recommendations regarding changes or corrections to resolve any such error, omission, inconsistency or defect, and must obtain the Authority's approval before proceeding with the Work thereby affected by any such error, omission, inconsistency or defect. The Contractor shall not make a Claim premised upon any apparent error, omission, inconsistency or other defect in the Contract Documents unless the Contractor has first given notice to the Authority of the apparent error, omission, inconsistency or defect.

2.3 Review of Project Site and Conditions. The Contractor acknowledges that prior to submitting its Bid and in accordance with prudent and generally accepted engineering and construction practices, it undertook sufficient and appropriate activities to familiarize itself with the Project Site. The Contractor further acknowledges that it has examined regional climate conditions and other conditions relevant to the Project. As a result, the Contractor is deemed to be familiar with and accepts the physical requirements of the Work and conditions of the Project.

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

### **3.0 GENERAL RESPONSIBILITIES OF THE CONTRACTOR**

3.1 Scope of Work. The Contractor shall perform all Construction Work, and provide all material, equipment, tools and labor, necessary to complete the obligations described in and reasonably inferable from the Contract Documents within the time provided by the accepted Project Schedule.

3.2 Initial Meeting. The Authority will schedule a meeting between the Parties to be held within seven (7) Days after the Commencement Date to discuss issues affecting the administration of the Work and to implement the necessary procedures and deadlines, including those relating to Architect Documents, Submittals and payment, to facilitate the ability of the Parties to perform their obligations under this Agreement and the Contract Documents and to ensure a Project that is designed and constructed in a manner consistent with the Contract Documents and the Architect Documents.

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

3.4 Construction Project Management Software. Within ten (10) Days after the Commencement Date, the Contractor shall provide the Authority, CM, and Architect access to the Construction Project Management Software.

3.5 Schedule. Within four (4) Days after the Commencement Date, the Contractor shall prepare and submit to the Authority, CM, and the Architect a Schedule for the execution of the Work in accordance with the Contract Time, for review and acceptance by the Authority. Within fourteen (14) Days after the initial meeting contemplated in Section 3.2 above, the Contractor shall submit to the Authority, CM, and Architect a Schedule, including design milestones, in CPM format. The Contractor is to provide to the Authority, CM, and Architect the working file and a PDF file, and shall indicate the dates for the start and completion of the various stages of the Work, including the dates when the Authority, CM, or Architect information or acceptances are required to enable the Contractor to achieve completion of the Work within the Contract Time. The Contractor shall include in the Schedule ample time for review of specific Deliverables by the AOC, the Juvenile Justice Commission, and any other Authority having Jurisdiction, including time for receipt of comments, time for any modification of documents by the Contractor to accommodate such comments, and time for subsequent review of any modifications to the Construction Documents.

3.5.1 The Authority shall review the proposed Schedule submitted by the Contractor per Section 3.5, along with any written comments and recommendations for acceptance or rejection of the Schedule provided by the CM and Architect. The Authority shall accept or reject the Schedule within seven (7) Days of receipt of the CM and Architect's comments and recommendations. Once accepted by the Authority, the Schedule shall be used by the Authority to monitor the Contractor's progress.

3.5.2 The Contractor shall submit to the Authority, CM, and Architect monthly Project Schedule updates, on or before the tenth day of each month. Such updates will be used by the Authority, CM and Architect to ensure the Contractor's compliance with the Project Schedule and progress in timely achieving Contract Milestones. In the event that the Project Schedule update indicates that the Contractor will not meet the Contract Milestones within the time set forth in the Project Schedule, the Contractor shall be required to prepare and submit a recovery Project Schedule to the Authority, CM, and Architect for review and acceptance by the Authority at no added cost to the Authority. Any necessary recovery to the Project will be the sole responsibility of the Contractor.

3.5.3 Any updates or revisions to the Project Schedule shall not relieve the Contractor of its obligations to complete the Work within the Contract Time, as such dates may be adjusted in accordance with this Agreement. Neither the Authority's review and acceptance of the Project Schedule, nor the CM and Architect's review and comment upon the Schedule (including any recommendations from the CM and Architect, if offered) shall be construed as relieving the Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

3.5.4 The Contractor agrees that it will commence performance of the Work and direct an orderly progression of the Work to achieve Substantial Completion, including furnishing such employees, materials, facilities and equipment and working such hours, including extra shifts and overtime hours, as may be necessary to achieve such goal, all at the Contractor's own expense.

### 3.6 Government Approvals and Permits.

3.6.1 The Contractor shall obtain and pay for all permits, approvals, licenses, government charges and inspection fees required for the Project by any Authority having Jurisdiction over the Project, including but not limited to building permits, soils erosion permits, construction trailer permits, water permits, utility permits, and street opening permits.

3.6.2 To the extent that necessary permits, approvals, licenses, and the like require the payment of fees or submission of documents or drawings; provision of insurance certificates or other proofs of insurance; the addition of additional insureds under new or existing insurance policies; the indemnification of adjacent landowners, whether private or governmental, for encroachments or work upon their property; the revision of design documents; the performance of additional design, construction, or preparation work; or any other monetary or non-monetary conditions or requirements, the Contractor shall be responsible for fulfilling all such requirements, without additional cost to the Authority.

3.7 Standard of Care. The Contractor shall perform all construction Work efficiently, in a good and workmanlike manner and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents. The Contractor shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

3.8 Quality of Performance. All of the Contractor's Work shall be performed in accordance with the Standard of Care and quality described in Section 3.7. Should the Contractor, its Subcontractors or Subconsultants fail to exercise the applicable Standard of Care, the Contractor shall promptly provide, at no cost to the Authority, any additional construction Work necessary to correct any failure to comply with such Standard of Care, provided that the provision of such Work by the Contractor shall in no way limit or restrict the Authority's remedies, including the Authority's right to withhold payment for such performance and take such action that it deems appropriate until the Contractor has complied with such Standard of Care or has remedied such non-compliance to the satisfaction of the Authority, and provided further that nothing in the foregoing shall be deemed to restrict or expand the Contractor's Standard of Care.

3.9 Errors, Omissions and Deficiencies. The Contractor agrees to perform the Work in a manner that will accomplish the intended purpose of the Contract Documents and the Architect Documents. The Contractor shall, without additional cost to the Authority, timely cure any errors, omissions, or other deficiencies in the Work caused by or in any way due to the actions or inactions of the Contractor. Any costs incurred by the Authority to correct any errors, omissions or deficiencies in the Contractor's Work

caused by, or in any way due to, the actions or inactions of the Contractor may be deducted, at the Authority's sole discretion, from the payments then or thereafter due the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Authority upon demand.

3.10 Liability for Defective Work and Materials. The Contractor shall be liable to the Authority for all damages caused by defects in the Work performed or materials provided by the Contractor. The Contractor shall indemnify and hold harmless the Authority, CM, and Architect for any and all costs incurred by the Authority, CM, and Architect as a result of such defective Work and materials, including, but not limited to, interest, attorney's fees and other expenses.

3.11 The Contractor's Project Manager. Prior to the execution of this Agreement, the Contractor shall designate a principal of its firm satisfactory to the Authority as the Contractor's Project Manager and that person shall be identified in Appendix A. the Contractor's Project Manager shall, so long as his/her performance is acceptable to the Authority, be responsible for the Contractor's Work through Final Completion of the Project, and shall represent the Contractor and be available for general consultation throughout the Project. the Contractor's Project Manager shall have authority to receive and transmit instructions and information and render decisions related to the Project on behalf of the Contractor, and shall have the non-exclusive authority to bind the Contractor in all decisions, changes or other matters relating to the Project. All directions given to the Contractor's Project Manager shall be binding as if given to the Contractor.

3.12 Construction Manager. The Authority has engaged a CM to assume certain of the Authority's day-to-day responsibilities for the Project and to act as the Authority's representative for the Project.

3.13 Radon Mitigation. the Contractor shall comply with radon mitigation construction techniques consistent with the Radon Hazard Subcode of the New Jersey Uniform Construction Code, N.J.A.C. 5:23-10 et seq. This requirement shall apply to all Projects, regardless of whether the project is located in a Tier 1 municipality, as defined in N.J.A.C. 5:23-10 (Appendix 10-A).

3.14 Utility Rebate and/or Incentive Programs. The Contractor shall construct the Project to maximize all discounts, rebates and/or reimbursements for the Project available under any applicable State, local or Federal utility rebate and/or reimbursement program. the Contractor shall provide the Authority with assistance to meet the requirements of the most appropriate New Jersey Clean Energy Incentive Program such as P4P. The Contractor is responsible for all information that is needed for the satisfactory demonstration of compliance as mandated in the guidelines of said Program. The Contractor shall coordinate required activities and plan responsibilities for the Project.

3.15 Political Contributions ELEC Filing. The Contractor shall comply with its responsibility to file an annual disclosure statement on political contributions with ELEC pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, section 3), in the event it receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the Contractor's responsibility to determine if filing is necessary.

#### **4.0 INTENTIONALLY OMITTED**

#### **5.0 THE CONTRACTOR'S CONSTRUCTION WORK**

5.1 Requirements. The Contractor shall provide the necessary supervision, labor, inspection, start-up services, material, equipment, machinery, temporary utilities, temporary facilities all means and methods, scheduling and planning services to complete the Project in compliance with the Contract Documents.

5.2 Submittals. Submittals are all drawings, product data, material samples, mock-ups, calculations, and equipment, required to be submitted by the Contract Documents.

The Contractor shall provide the Authority with electronic copies of all Submittals in compliance with the Contract Documents.

5.3 Submittal Review Requirements. The Authority does not have the obligation, however, it has the right to review and comment on any and all Submittals (including Submittals under review). The Contract Documents will specify the Submittals that are to be provided to the Architect for review and acceptance. All interior and exterior finish materials are to be reviewed by the Architect for conformance with finish material samples provided with or referenced by Architect Documents.

5.4 Substitutions. A Substitution is a material, assembly, piece of equipment, or other item that deviates from the Contract Documents. If the Contractor elects to submit a substitution for a specified material, assembly or piece of equipment, the Contractor must submit a Substitution Request Form, confirming that the identified product meets the specifications and design intent of the Authority.

5.5 Non-compliant Submittals. If a Submittal is partially or wholly non-compliant with any requirements of the Contract Documents it is a Non-Compliant Submittal, in which case, the Contractor is obligated to identify on the Submittal each and every non-compliance with the Contract Documents. The Authority and the Architect are not responsible for the acceptance of any non-compliance that is not specifically identified in writing with the non-compliant submittal. At their own discretion, the Authority and the Architect may elect to adopt a Non-Compliant Submittal.

5.6 The Contractor's Representation. By providing Submittals, the Contractor represents that the Contractor has determined and verified all materials, field measurements, and field construction criteria related thereto and confirms that the information contained within such Submittals are in full compliance with the Contract Documents.

5.7 Authority and Architect's Review. The Authority's and the Architect's review is not undertaken to (1) determine the accuracy and completeness of each Submittal; (2) determine that any other details such as dimensions and quantities have been complied with; (3) substantiate instructions for installation and performance of equipment or systems designed by the Contractor; (4) approve safety precautions; or (5) approve construction means, methods, techniques, sequences, or procedures, all of which shall



remain the Contractor's responsibility. The Authority's and Architect's review of specific items shall not indicate review, acceptance of an assembly or which the item is a component.

5.7.1 By providing the Architect with all Submittals, the Contractor represents that the Contractor has determined and verified all materials, field measurements and field construction criteria related thereto and has checked and coordinated the information contained within such Submittals with the requirements of the Contract Documents.

5.7.2 The Architect's review pursuant to this Section shall be solely for the purpose of determining whether the items or equipment specified in Submittals are consistent with the requirements of the Contract Documents, and is not to be deemed to be undertaken for any other purpose, including: (1) determining the accuracy and completeness of each Submittal; (2) determining that any other details such as dimensions and quantities have been complied with; (3) substantiating instructions for installation and performance of equipment or systems designed by the Contractor; (4) approving safety precautions; or (5) approving construction means, manners, methods, techniques, sequences or procedures, all of which shall remain the Contractor's responsibility. The Architect's review of specific items shall not indicate review, acceptance or approval of an assembly of which the item is a component. The Architect shall complete its review of the Contractor's Submittals within ten (10) Days.

5.7.3 Once the Architect has reviewed the Submittals, the Architect will provide the Submittals to the Authority for review and acceptance. The Authority shall review the Submittals and either accept or reject the submittals within four (4) Days of receipt thereof. The Authority's review pursuant to this Section shall not be deemed to be undertaken for the purpose of: (1) determining the accuracy and completeness of each Submittal; (2) determining that any other details such as dimensions and quantities have been complied with; (3) substantiating instructions for installation and performance of equipment or systems designed by the Contractor; (4) approving safety precautions; or 5) approving construction means, manners, methods, techniques, sequences or procedures, all of which shall remain the Contractor's responsibility. The Authority's review of specific items also shall not indicate review, acceptance or approval of an assembly of which the item is a component.

5.7.4 The Contractor acknowledges that the Authority may require the Contractor to make a reasonable number of changes to the Submittals prior to the Authority's acceptance of such Submittals.

5.8 Equipment and Materials. The Contractor warrants to the Authority that all materials and equipment furnished pursuant to the Contract Documents will be new, unless otherwise specified, and that all Work will be of good quality, free from faults, defects, and in conformance with the Contract Documents. All materials and equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and rejected by the Authority. If required by the Authority, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to, and not in lieu of, any other warranty or guarantee provided for in this Agreement and/or by a manufacturer.

5.8.1 The Contractor shall furnish and deliver the necessary equipment and materials in ample quantities and as frequently as required to avoid delay in the progress of the Work and shall store them so as not to cause interference with the orderly progress of a Project. The Contractor shall have a representative at the Site to accept delivered equipment and materials, as such equipment and materials will not be accepted for delivery by the Authority.

5.8.2 Storage of materials is the responsibility of the Contractor. Materials shall be stored immediately on delivery in accordance with manufacturer's instructions to ensure the preservation of their quality and fitness. Stored materials, even if accepted before storage, may again be inspected by the CM and/or the Authority prior to their incorporation into the Project. Stored materials shall be located so as to facilitate their prompt inspection and maintenance.

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

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

5.8.5 With the approval of the Authority, portions of a Project Site may be used for storage purposes and for the placing of the Contractor's plant and equipment, but additional space, if needed, must be provided by the Contractor at its own expense. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. Copies of such written permission shall be furnished to the Authority prior to storage. Storage sites shall be restored to their original condition at no cost to the Authority.

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

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

5.9 Substitutes or "Or Equal" Items. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that “no substitution is permitted,” material and equipment of other suppliers may be accepted if written notice is provided by the Contractor to the Authority containing sufficient information to allow the Authority to determine that the material or equipment proposed is equivalent or equal to that named. Proposed substitutes will be compared against the criteria provided in the Contract Documents. The Authority will either accept or reject the proposed substitution within ten (10) Days of receipt of the Contractor’s written notice of the proposed substitution. The Authority’s acceptance of a substitute item does not release the Contractor from its responsibility under the terms of this Agreement to perform Work in conformity with the requirements of the Contract Documents.

5.10 Acceptance and Rejection of Materials, Equipment and Furnishings.

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

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

5.11 Use of Explosives.

5.11.1 When the use of explosives is necessary for the prosecution of the Work, the Contractor shall exercise the utmost care not to endanger life or property, including the Work. The Contractor shall be responsible for all permits, approvals, and damage resulting from the use of explosives.

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

5.11.3 Explosives on the Project Site shall be stored safely under lock and key. The storage places shall be expressly marked “DANGEROUS EXPLOSIVES”. The storing and handling of explosives and highly inflammable materials shall conform to the regulations of DCA, the New Jersey Department of Labor and any local Authority having Jurisdiction over the Project. Proper means shall

be used to avoid blasting damage to public and private property. All persons within the danger area shall be warned and given a reasonable time to withdraw.

5.11.4 Prior to the commencement of any blasting or use of explosives, the Contractor shall carefully document in the form of a Pre-Blast Survey, the existing condition in accordance with the local jurisdiction and NJ Turnpike Authority requirements, of all adjacent properties by taking a minimum of twelve (12) photographs of each adjacent property, including the structures thereon, and by documenting the condition of same in a video recording. The Contractor shall submit copies of such photographs in digital and hard-copy (8x10 glossy) format, and shall submit copies of the video in DVD format.

5.12 Cut-Overs. All cut-overs of mechanical and electrical services to existing buildings shall be approved, scheduled and coordinated in advance with the relevant municipal utility, and must be performed at a time convenient to the occupants and/or utility service providers so as not to unreasonably interfere with their operations.

5.13 Field Office and Temporary Facilities. the Contractor will provide an on-Site, suitable, separate, weather-tight, heated, insulated field office for use by the Authority's employees, Professional Services Consultants, and agents (including representatives of the CM) with vehicular parking. the Contractor shall also provide storage areas, staging areas, excavation borrow/spoils designated areas, commercial canteen areas, telephones, toilet facilities, and other temporary facilities which are necessary to perform the Work, as well as employee vehicular parking areas. The Contractor shall locate such areas to suit Project requirements, subject to approval of the Authority. The Contractor shall be responsible for maintaining and securing the necessary permits for such facilities.

5.14 Access, Roads and Walks.

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

5.14.2 The Contractor shall obtain permission in writing from the appropriate property owners before using for construction purposes any existing driveways or parking areas outside of the boundaries of the Project Site. If permission is obtained, the Contractor shall maintain such driveways and areas in good condition during the construction period, and at Final Completion, shall restore them to the same condition as they were at the start of the Work.

5.14.3 The Contractor, its employees, Subcontractors, Subconsultants, suppliers and/or vendors shall not park trucks or other vehicles on any streets adjacent to the Project Site.

5.15 Building and Site Cleanup. In addition to the requirements set forth in Section 5.10, the Contractor shall keep the Building, Site and any surrounding streets and sidewalks reasonably free from debris, trash and construction waste to allow the Contractor to perform the Work efficiently, safely and without interfering with the use of adjacent land. the Contractor shall also be responsible for providing snow removal, grass maintenance and litter removal.

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

5.15.2 If the Contractor fails to properly and completely clean up after each shift, the next scheduled shift may be utilized by the CM (or the Authority) to complete cleaning prior to the Contractor being allowed to proceed with any contract scopes of work. The Contractor is to provide full time dedicated labor forces to provide ongoing cleaning services. Failure to so provide will result in lost time at no additional cost to the Authority. In the event the Authority is required to retain outside cleaning services to perform the obligations of the Contractor under this Section, the Contractor will be back-charged for the full cost of such services plus the cost of supervision by the CM or Authority, if applicable.

5.15.3 Upon Substantial Completion of the Work, or a portion of the Work, the Contractor shall remove all debris, trash, construction waste, materials, equipment, machinery and tools to permit the Authority to occupy the Project, or a portion of the Project, for its intended use.

5.16 Winter Protection. The Contractor shall provide winter protection to the Project, including, but not limited to, providing temporary heat to maintain the Project buildings at a temperature of at least forty (40) degrees Fahrenheit or greater, as may be required for the construction activity, at no added cost to the Authority.

5.17 Camera System. The Contractor is to provide a site camera system featuring two (2) 18.0 megapixel digital SLR cameras and a dependable Linux computer system. The cameras are to be all-weather cameras which automatically capture snapshots on a schedule and installed to provide opposing views. A cellular modem (Verizon, Sprint, AT&T, or Global/SIM card) is to be built into the camera system to transmit (via FTP) live images from the jobsite over the internet to the computer of the Contractor.

I. The Contractor shall provide a High Definition Megapixel Web Camera which shall provide a full view of the work area on the construction jobsite. The Web Camera shall allow users to remotely view the project on a secure connection via a network connection.

Basis of Design: Work Zone Cam or equal.

II. The Web Camera shall meet or exceed the following requirements:

- a. Thermostatically controlled enclosure with heater and blower
- b. Powder coated aluminum housing with stainless steel fittings for padlocks
- c. Canon digital SLR camera with 18 Megapixel images (5184 x 3456 pixels), APS-C imager
- d. Angle of view: wide 63° horizontal – 44° vertical, full zoom 22° horizontal - 15° vertical
- e. Auto Features: ISO speed, metering mode, white balance, and focus
- f. EF-S 18mm-55mm f/3.5-5.6 Image Stabilization STM lens
- g. Professional photo grade lens window
- h. Omni-directional power indicator lamp will illuminate green
- i. Two UL rated compression glands, gas spring lid, adjustable camera sled
- j. Compression: JPEG/RAW
- k. 4GB onboard storage
- l. 12VDC Solar Power
- m. Communications 10base-T/100base-TX Ethernet, IP Addressing: Dynamic or Static
- n. Wireless cellular modem EVDO REV.A full duplex transceiver with GPS and exterior outdoor antenna

III. Online Web Interface: The Web Camera will function via a web-based interface to allow the viewing of all High Definition still images captured and stored from any location with internet access.

The Online Web Interface shall include:

- a. Company logo and project name
- b. Multiple tabs option for accessing multiple cameras from one page
- c. Digital Pan, Tilt, and Zoom capability within a High Definition image
- d. Easy navigation with intuitive image calendar control
- e. Automated image geotagging with camera location

- f. Downloadable up-to-date high-quality time-lapse movies with embed code for adding the time-lapse to websites
- g. Image Comparison Tool for overlaying two images from different dates and times for comparison
- h. Share Image Tool for saving and emailing
- i. Local weather data
- j. Map integration of GPS data showing camera location
- k. Multiple website themes with option to personalize background
- l. Administrative controls for the client, allowing them to customize public access page, including project name, camera name configuration and username management with three levels of password protection.

IV. The system shall capture and upload images every 30 minutes, 24 hours per day.

V. The system vendor will maintain images on their servers for reference available to the Authority, CM and Architect, at all times during the life of the project. All images will be protected on secure fully redundant servers at multiple locations owned and operated by the system vendor.

VI. The system vendor shall provide an embed code or web interface link with [ ]'s Project details for unlimited public or private access.

VII. The Contractor shall secure a nearby structure for camera mounting or provide a fixed pole (40 feet/12 meters height recommended and 3 inches/8centimeters minimum diameter) as per the system vendor's instruction. The Contractor shall supply all equipment required for safe and secure access to the camera location, including building access, bucket truck and/or lift, for technicians performing installation and maintenance services.

#### 5.18 Repair of Finished Surfaces, Applied Finishes, Other Materials.

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

5.18.2 The Contractor shall clean all glass and other materials on the Project upon Final Completion, or when directed, removing all paint spots, stains, plaster, or other foreign material.

5.18.3 The Contractor accepts sole responsibility for the repair of cracking, delaminating, peeling or dislodging of finished surfaces such as concrete, pre-cast concrete, cast and natural stone,

unit masonry, millwork, plaster, glass and applied finishes such as paint, and special coatings within the limits of specified warranty periods, regardless of the cause.

5.19 As-Built Drawings. The Contractor shall provide As-Built Drawings in accordance with 017839 Project Record Documents.

5.20 Project Closeout. The Contractor shall provide Project Close-Out in accordance with 017700 Closeout Procedures.

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

6.1 Performance of Work. Appendix A to this Agreement includes the names and titles of all key employees, Subcontractors and Subconsultants retained by the Contractor to perform Work for the Project. Throughout the Term of the Project, the Contractor shall update the list of employees, Subcontractors, and Subconsultants every six (6) months or within five (5) Days after the Contractor replaces any employees, Subcontractors or Subconsultants on the Project.

### **6.2 Key Team Members**

6.2.1 The Contractor shall utilize the Key Team Members identified in Appendix A.

6.2.2 Replacement of Key Team Members. The Contractor shall provide written notice to the Authority in the event that the Contractor proposes to replace, add or remove any Key Team Member. No changes in Key Team Members shall be permitted without the prior, written approval of the Authority. Any proposed replacement or new Key Team Member must have equal or superior qualifications to the Key Team Member that the Contractor proposes to replace. The Contractor shall submit to the Authority, for approval, the name and qualifications of proposed Key Team Member substitutions.

6.2.3 Changes to Key Team Members Requested by the Authority. The Authority may, at its sole option, review from time to time the Contractor's Key Team Members. If, in the Authority's sole opinion, changes to Key Team Members are necessary, the Authority shall notify the Contractor in writing. Upon receipt of said notice, the Contractor shall submit to the Authority, for approval, the name and qualifications of proposed Key Team Member substitutions. No changes to Key Team Members shall be permitted without the prior, written approval of the Authority.

6.3 Subcontractors and Subconsultants. In the event the Contractor hires, employs or otherwise engages Subcontractors or Subconsultants, the Contractor shall be considered the sole point of contact with regard to matters relating to this Agreement. The Contractor assumes sole and full responsibility for the complete performance contemplated by this Agreement, including the performance of all of its Subcontractors and Subconsultants.



6.3.1 Approval by the Authority. The Contractor must: (i) select only Subcontractors and Subconsultants that have been pre-qualified by the DPMC, and (ii) obtain consent of the Authority prior to engagement of any such Subcontractors or Subconsultants. The Contractor is not required to obtain the Authority's consent prior to the engagement of vendors or suppliers.

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

6.3.1.2 The Contractor shall list in its Bid all Subcontractors or Subconsultants required by the Contract Documents to be included therein.

6.3.1.3 As soon as a potential additional Subcontractor or Subconsultant has been identified by the Contractor, but in no event less than twenty (20) Days prior to the scheduled commencement of Work by such Subcontractor or Subconsultant, the Contractor shall notify the Authority in writing of the name and address of the Subcontractor or Subconsultant and shall request that the Authority approve the Subcontractor or Subconsultant. Within ten (14) Days after receipt of such request, the Authority will notify the Contractor whether the Subcontractor or Subconsultant has been approved, or will advise the Contractor of the reasons for the Authority's disapproval of the Subcontractor or Subconsultant, or need for further investigation into the Subcontractor or Subconsultant's application representations. If a proposed Subcontractor or Subconsultant is disapproved, the Contractor shall submit other candidates for approval.

6.3.1.4 The Authority shall not be liable for any costs, damages or delays incurred by the Contractor resulting from the Authority's disapproval of a Subcontractor or Subconsultant, nor shall the Contractor be entitled to any reimbursement or time extensions in connection with such disapproval.

6.3.2 Responsibility for Subcontractors and Subconsultants. It is expressly understood by the Contractor that the consent of the Authority to the subcontracting of any Work under this Agreement shall not relieve the Contractor from performing its obligations under the Contract Documents. The Contractor shall at all times give due attention to the fulfillment of its obligations under the Contract Documents and shall keep all Work under its control. Consent by the Authority to any subcontracting of any part of the Work shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as consent to the engagement by the Contractor of Subcontractors and/or Subconsultants. The Contractor shall coordinate the activities of all Subcontractors and Subconsultants. the Contractor shall be responsible for all Work performed by its Subcontractors and/or Subconsultants.

6.3.3 Performance of Work by Subconsultants, Subcontractors and Suppliers. The Contractor assumes sole responsibility to the Authority for proper performance of the Work by Subconsultants,

Subcontractors and entities supplying materials or equipment to the Contractor or its Subcontractors and Subconsultants, and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the Authority and any Subcontractor, Subconsultant or supplier of materials or equipment, including but not limited to any third-party beneficiary rights.

6.4 Cooperation. The Contractor shall cooperate with any other Professional Services Consultants and contractors, engaged by the Authority for this Project. The Authority will identify in Appendix A such Professional Services Consultants and/or contractors and their roles by the Effective Date of this Agreement or by other means if such Professional Services Consultants and/or contractors are engaged during the Term.

6.5 Records. For all Work performed, the Contractor shall, in accordance with generally accepted accounting principles and practices, maintain weekly certified payroll, workers' compensation payroll, overhead, cost and accounting records, as well as all other records that the Contractor may customarily maintain in its business. Such records shall be maintained and made available for inspection by the Authority, any other State oversight or inspecting agency. Before Final Payment will be made to the Contractor, the Contractor must provide all such records to the Authority.

6.6 Quality Assurance/Quality Control ("QA/QC"). The Contractor shall have full responsibility for quality assurance and quality control throughout all phases of the Project. The Contractor shall prepare and submit to the CM a detailed written Quality Assurance/Quality Control (QA/QC) Program. The CM shall review the Contractor's QA/QC Program and recommend acceptance or rejection of the Program to the Authority within ten (10) Days of receipt of the Contractor's QA/QC Program. The Authority will either accept or reject the Contractor's QA/QC Program within five (5) Days of the CM's recommendation to the Authority. If the Authority rejects the Contractor's QA/QC Program, the Contractor shall revise and resubmit the QA/QC Program to the Authority until it is accepted. Once the QA/QC Program is accepted, the Authority shall monitor the Contractor's compliance with the Program to ensure that the Work are performed to meet or exceed the requirements of the accepted QA/QC Program. As part of the Contractor's QA/QC Program, the Contractor shall designate one (1) full-time employee whose sole responsibility will be to maintain and monitor the Contractor's compliance with its QA/QC Program. If the Contractor's Work fail to meet the accepted QA/QC Program, the Authority will implement a course of action to address the Contractor's failure to comply with the QA/QC Program. The Authority's actions to verify the Contractor's compliance with the QA/QC Program shall not relieve the Contractor of its obligation to establish a QA/QC Program, comply with the QA/QC Program or meet the requirements of the Contract Documents. The Contractor's failure to comply with the requirements of this Section 6.6 shall be deemed an Event of Default under this Agreement. Such Event of Default may trigger Default remedies as stated in Section 18.0.

6.7 Safety Plan. The Contractor shall be responsible for preparing a Safety Plan for the Project which recognizes the importance of performing the Services and Work in a safe manner so as to

prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property and individuals at the Site or adjacent thereto. The CM and/or the Authority's safety division shall review the Contractor's Safety Plan for consistency with the Authority's requirements and policies, and all other applicable Legal Requirements, including, but not limited to, governmental safety codes, rules, regulations and requirements, such as OSHA. This review shall not create any duty or responsibility on the part of the Authority's representative, their employees, or any other third-party regarding jobsite safety, temporary bracing, shoring, scaffolding, or partially completed construction. Responsibility for safety and for construction means, methods, techniques, sequences, and procedures and all such areas shall remain solely with the Contractor performing the Work.

Within ten (10) Days of receipt of the Contractor's Safety Plan, the CM and/or the Authority's safety division shall recommend to the Authority acceptance or rejection of the Contractor's Safety Plan. The Authority will either accept or reject the Safety Plan within five (5) Days of the CM's and/or the Authority's safety division's recommendations. The Contractor shall continue to submit its Safety Plan to the CM and/or the Authority's safety division until it is accepted. The Contractor is responsible to adhere to its approved Safety Plan. The Contractor is fully responsible to provide a safe working environment. The Contractor is responsible for the care, custody and control of the Project Site at all times.

6.8 Security Plan. The Contractor shall be responsible for preparing and submitting a Security Plan to the CM. Within ten (10) Days of receipt of the Contractor's Security Plan, the CM shall review and recommend to the Authority acceptance or rejection of the Contractor's Security Plan. The Authority will either accept or reject the Contractor's Security Plan within five (5) Days of receipt of the CM's recommendation to the Authority. If the Contractor's Security Plan is rejected, the Contractor shall revise and resubmit its Security Plan to the CM until it is accepted. Once the Contractor's Security Plan is accepted, the CM shall monitor the Contractor's compliance with the Security Plan to ensure that the Contractor meets or exceeds the accepted Security Plan. At a minimum, the Contractor's Security Plan shall require the Contractor to provide all locks, doors and security necessary to secure the Facility until Final Completion. the Contractor's Security Plan shall also provide for one (1) security guard to be present at the Project Site at all times when the Contractor is not on-Site. In addition, the Contractor shall be responsible for the security of any stored materials and/or temporary structures that it has located on the Project Site or elsewhere. the Contractor shall also provide all Site fencing, gates, security personnel, security services, and security structures and equipment required by the Contract Documents, or otherwise necessary to properly protect the Site and the Work. the Contractor is fully responsible for providing a secure Site. The Contractor is also responsible for the care, custody and control of the Project Site at all times.

6.9 Progress Reports. The Contractor shall keep the Authority informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed by the Authority and the Contractor, the

Contractor shall submit written progress reports to the Authority, the CM, and Architect, showing estimated percentages of completion and other information identified below:

1. Work completed for the period;
2. Project schedule status;
3. Submittal schedule and status report, including a summary of outstanding Submittals;
4. Responses to requests for information to be provided by the Owner;
5. Approved Change Orders and Change Directives;
6. Pending Change Order and Change Directive status reports;
7. Tests and inspection reports;
8. Status report of Work rejected by the Owner;
9. Status of Claims previously submitted in accordance with Article 14;
10. Cumulative total of the Cost of the Work to date including the Contractor's compensation and Reimbursable Expenses, if any;
11. Current Project cash-flow and forecast reports;
12. Any required updates; and
13. Additional information as agreed to by the Owner and the Contractor.

In addition, the Contractor shall include the following additional information in its progress reports:

1. The Contractor's work force report;
2. Equipment utilization report; and
3. Cost summary, comparing actual costs to updated cost estimates.

## **7.0 INSPECTION OF THE WORK AND CORRECTION OF NON-CONFORMING WORK**

7.1 Inspection of the Work. Each part or detail of the Work performed by the Contractor is subject to inspection by the City of Elizabeth, the CM, the Architect, the Authority or its representatives and a third-party inspector retained by the Authority, at the cost of the Authority. The Authority, the CM, the Architect, the City of Elizabeth, and the Authority's third-party inspector, shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection. When the Authority, the CM, the Architect, and the Authority's third-party inspector are on the Project Site in the course of their employment, they shall be deemed conclusively to be invitees of the Contractor.

7.1.1 The Contractor shall not cover any Work that has not been inspected or approved.

7.1.2 The Authority may order any Work done without the required inspection to be removed and replaced. The Contractor will be responsible for the costs of uncovering, removing, and/or replacing the uninspected Work.

## 7.2 Correction of Non-Conforming Work.

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

7.2.2 Correction of Nonconforming Work. The Authority shall require timely correction by the Contractor of nonconforming Work. If nonconforming Work remains uncorrected for more than thirty (30) Days from the Contractor's receipt of notice of the nonconforming Work from the Authority, the CM or the Architect, the Contractor's next Invoice shall be reduced by an amount equivalent to the entire value of the nonconforming Work, as if the nonconforming Work was 0% complete. The CM shall maintain a continuing list of nonconforming Work as determined by the CM, the Authority or the Architect, and shall distribute this list to the Contractor periodically. If the Contractor fails to correct any nonconforming Work in accordance with this Section, the Authority shall take all steps to remedy the Contractor's failure. In such case, an appropriate written notice shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Authority upon demand.

## **8.0 CHANGES TO THE SCOPE OF SERVICES AND WORK**

### 8.1 Change Orders.

8.1.1 A Change Order may be executed by the Contractor and the Authority for the purpose of: (a) modifying the scope of the Work; (b) revising the Contract Time; (c) making adjustments to the Contract Price to reflect changes in the scope of the Work; or (d) revising other terms and conditions of the Contract Documents.

8.1.2 All changes to the scope of the Work authorized by Change Order shall be performed pursuant to the terms of a Change Order, including, but not limited to, any drawings or Specifications provided as part of the Change Order.

8.1.3 The Authority may direct the Contractor to perform Work required by the Contract Documents. Such Directives from the Authority do not constitute a change to the scope of the Work and will not result in an increase in the Contract Price or an adjustment to the Contract Time. the Contractor shall perform the Work described in the Directive, even if the Contractor disputes that such Work are required by the Contract Documents.

## 8.2 Changes in Scope Warranting an Adjustment to the Contract Price.

8.2.1 The Contract Price shall not be increased unless there is a change in the Contractor's scope of Work.

8.2.2 The increase or decrease in the Contract Price resulting from a change in the scope of the Work shall be determined by one or more of the following methods:

- (a) Unit prices agreed to between the Parties;
- (b) A lump sum submitted by the Contractor, properly itemized and supported by sufficient substantiating data to permit a thorough evaluation by the Authority;
- (c) Costs, fees and any other markups set forth in the Agreement; or
- (d) If the Parties cannot agree to the adjustment to the Contract Price, the cost of the change shall be determined by the reasonable direct costs in performing the Work resulting from the change, including a markup of 15% for reasonable overhead and profit. If the net result of both additions and deletions is a decrease to the Contract Price, there shall be no overhead or profit adjustment to the Contract Price. The Contractor shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

8.2.3 If the Authority and the Contractor disagree upon whether the Contractor is entitled to an adjustment to the Contract Price for any Work required by the Authority, or if there are any other disagreements over the scope of Work or proposed changes to the scope of Work, the Authority and the Contractor shall resolve the disagreement pursuant to Section 19.0 of this Agreement. If the Parties are unable to agree and the Authority directs the Contractor to perform the Work in accordance with the Authority's interpretations, the Contractor shall perform the disputed Work upon issuance by the Authority of a Contract Change Directive ("CCD") to the Contractor (i) directing the Contractor to proceed with the Work in dispute, and (ii) specifying the Authority's interpretation of the Work that are to be performed. If a CCD is issued, the Contractor shall proceed with the Work while pricing and negotiating the same, unless otherwise directed by the Authority. Upon issuance of a CCD, the Contractor shall be entitled to submit an Invoice for the CCD Work actually performed during the prior month in an amount up to the Authority's reasonable estimated direct costs to perform the Work. The Authority agrees to pay such amounts, with the express understanding that: (i) such payment by the Authority does not prejudice the Authority's right to assert that it has no responsibility to pay for such Work; (ii) the Contractor shall complete one-hundred (100%) of the Work required by the CCD; and (iii) receipt of such payment by the Contractor does not prejudice the Contractor's right to seek full payment of the disputed Work if the Authority's CCD is deemed to be a change in the scope of the Work.

### 8.3 Force Majeure and Other Changes Warranting an Adjustment in the Contract Time.

8.3.1 If the Contractor is delayed in the performance of the Work due to a Force Majeure Event, the Contract Time for performance shall be reasonably extended by Change Order as set forth in Section 8.1.

8.3.2 In addition to the Contractor's right to a time extension for Force Majeure Events, the Contractor may be entitled to an appropriate adjustment to the Contract Price if the Force Majeure Event causes a change to the scope of Work.

8.3.3 The Authority will also consider and, in its discretion, grant requests for adjustments to the Contract Price or extensions of the Project Schedule due to a delay the cause of which is beyond the control of the Contractor.

8.3.4 No request for compensation or extension will be considered by the Authority unless the Contractor: (i) delivers to the CM and the Authority Project Manager a written notice of delay within five (5) Days of an event causing a delay or expected to cause a delay; and (ii) delivers to the Authority a written request for extension of the Project Schedule and/or compensation within fourteen (14) Days following the conclusion of the delay for which an extension is sought.

8.3.5 The Contractor's failure to comply with the written notice requirements set forth in Section 8.3.4 waives any right to an extension of time or compensation for delay from the Authority.

8.3.6 Irrespective of whether the Contractor makes a request for an extension of time or compensation for delay pursuant to this Section, the Contractor shall notify the Authority of any event of which it is aware that may cause any delay in the completion of the Project.

### 8.4 Differing Site Conditions – N.J.S.A 40A:11-6.7.

8.4.1 Differing Site Conditions. If the Contractor encounters Differing Site Conditions during the progress of the Work, the Contractor shall promptly notify the Authority 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. Upon receipt of a Notice of Differing Site Conditions or upon the Authority otherwise learning of Differing Site Conditions, the Authority shall promptly undertake an investigation to determine whether Differing Site Conditions are present. If the Authority determines Different Site Conditions that may result in additional costs or delays exist, the Authority shall provide prompt written notice to the Contractor containing directions on how to proceed.

The Authority shall make a fair and equitable adjustment to the Contract Price and Contract Time for increased costs and delays resulting from the agreed upon Differing Site Conditions encountered by the Contractor. If both Parties agree that the Authority's investigation and directions decrease the Contractor's costs or time of performance, the Authority shall be entitled to a fair and equitable downward adjustment of the Contract Price or Contract Time.

If the Authority determines that there are no Differing Site Conditions present that would result in additional costs or delays, the Authority 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 Authority for additional compensation or time attributable to the alleged Differing Site Conditions.

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.

As used in this subsection, "Differing Site Conditions" mean physical conditions at the 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.

The Authority shall provide written notice to the Contractor in advance of any suspension of work lasting more than ten (10) calendar days of the performance of all or any portion of the Work of the Contract. If the performance of all or any portion of the Work is suspended by the Authority for more than ten (10) calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the Authority's control, the Contractor shall be entitled to compensation for any resultant delay to the Project completion or additional expenses, and to an extension of time, provided that, to the extent feasible, the Contractor, within ten (10) calendar days following the conclusion of the suspension, notifies the Authority 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 Authority. Whenever a work suspension exceeds sixty (60) days, upon seven (7) days' written notice, either party shall have the option to terminate the Contract for cause and to be fairly and equitably compensated therefor.

Upon receipt of the Contractor's suspension of Work notice, the Authority shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing. If the Authority determines that the Contractor is entitled to additional compensation or time, the Authority shall make a fair and equitable upward adjustment to the Contract Price and Contract completion date. If the Authority determines that the Contractor is not entitled to additional compensation or time, the Contractor shall proceed with the performance of the Work and shall be entitled to pursue a suspension of Work claim against the Authority for additional compensation or time attributable to the suspension. Failure of the Contractor to provide timely notice of a suspension of Work shall result in a waiver of a claim if the Authority can prove by clear and convincing evidence that the lack of notice or delayed notice by the Contractor actually prejudiced the Authority's ability to adequately investigate and defend against the claim.

If the Contractor believes that a change directive by the Authority results in a material change to the Work, the Contractor shall so notify the Authority in writing. The Contractor shall continue to perform all Work on the Project that is not the subject of the notice. Upon receipt of the Contractor's change in character notice, the Authority shall promptly evaluate the Contractor's notice and promptly advise the



Contractor of its determination on how to proceed in writing.

If the Authority determines that a change to the Contractor's work caused or directed by the Authority materially changes the character of any aspect of the Work, the Authority 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 Parties prior to the Contractor performing the subject Work.

If the Authority determines that the Contractor is not entitled to additional compensation or time, the Contractor shall continue the performance of all Work and shall be entitled to pursue a claim against the Authority for additional compensation or time attributable to the alleged material change.

As used in this section, "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.

The Authority may increase or decrease the quantity of Work to be performed by the Contractor. If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the price proposal quantity, the quantity change shall be considered a minor change in quantity. If the quantity of a pay item is increased or decreased by more than 20 percent from the price proposal quantity, the quantity change shall be considered a major change in quantity. For any minor change in quantity, the Authority shall make payment for the quantity of the pay item performed at the price proposal for the pay item.

For a major increase in quantity, the Authority or the Contractor may request to renegotiate the price for the quantity in excess of 120 percent of the price proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the Authority 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 price proposal.

For a major decrease in quantity, the Authority or the 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 Authority 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 price proposal; provided, however, that the Authority shall not make a payment in an amount that exceeds 80 percent of the value of the price proposal multiplied by the price proposal quantity.

As used in this section, the term "price proposal quantity" means the quantity indicated in the Contractor's price proposal less the quantities designated in the Project plans as "if and where directed."

8.4.2 Contaminated or Hazardous Materials. Should the Contractor discover previously undetected asbestos, contaminated soils, radon, lead, PCBs or other hazardous or contaminated material, the Contractor shall report its findings immediately to the Authority. During any remedial action undertaken by the Authority or any other Party, the Contractor may be required to cease Work on the

Project, if so directed by the Authority. If the Contractor is required to cease performance of Work due to the discovery of hazardous or contaminated materials, such Work stoppage shall be deemed a suspension governed by Section 17.0. The Contractor will resume Work at the direction of the Authority and the terms and conditions of the Contract Documents shall remain in full force and effect.

## **9.0 COMPENSATION**

9.1 Contract Price. The Authority shall pay the Contractor the Contract Price for the Contractor's performance of the Contract. The Contract Price shall be \$ [ ]. The Contract Price includes an allowance amount of \$3,270,000.00 which constitutes funds set aside by the Authority for use by the Authority in its sole discretion.

9.2 Cost of the Work. The term "Cost of the Work" shall mean costs reasonably incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the following:

9.2.1 Wages of direct employees of the Contractor performing Work at the Project Site or, with the Authority's approval, at locations other than the Project Site.

9.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel engaged to perform Work and who are located at the Project Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

9.2.3 Costs incurred by the Contractor for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by the Contractor, to the extent such costs are based on wages and salaries paid to the employees of the Contractor as set forth in Sections 9.2.1 and 9.2.2 above.

9.2.4 The reasonable portion of the cost of travel, accommodations and meals for the Contractor's personnel necessarily and directly incurred in connection with the performance of the Work.

9.2.5 Payments properly made by the Contractor to Subcontractors and Subconsultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors or Subconsultants.

9.2.6 Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.

9.2.7 Costs, less salvage value, of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of the Contractor, including the costs of

transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

9.2.8 Costs of removal of debris and waste from the Site.

9.2.9 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Project Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, internet service, photocopying, and reasonable petty cash expenses.

9.2.10 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by the Contractor at the Site, whether rented from the Contractor or others, and incurred in the performance of the Work.

9.2.11 Premiums for insurance and bonds required by Section 15.0 of this Agreement.

9.2.12 All fuel and utility costs incurred in the performance of the Work.

9.2.13 Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.

9.2.14 Costs for permits, royalties, licenses, tests and inspections incurred by the Contractor required under this Agreement and the Contract Documents.

9.2.15 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons or property.

9.2.16 Reimbursement to the Authority for the CM and Architect's travel and professional services beyond two (2) visits to the site resulting from failure to pass tests, approve mock-ups and/or complete Punchlists.

9.2.17 Other costs reasonably and properly incurred in the performance of Work to the extent that such costs are approved by the Authority in writing.

9.3 Non-Reimbursable Costs. The following shall be excluded from the Cost of the Work:

9.3.1 Compensation for the Contractor's personnel stationed at the Contractor's principal or branch offices, except as provided for in Sections 9.2.1 and 9.2.2 above.

9.3.2 Overhead and general expenses, except as provided for in Section 9.2 above, or which may be recoverable for changes to the Work.

9.3.3 The cost of the Contractor's capital used in the performance of the Work.

#### 9.4 Invoices.

9.4.1 On or about the twenty-fifth day of each month, the Contractor shall submit to the Authority a pencil copy of an Invoice, in a form acceptable to the Authority, requesting payment for the Contractor's Work completed during each prior month, so that such pencil copy can be reviewed by the Authority, and any appropriate changes can be made before the Contractor submits the official Invoice on the first day of the next month.

9.4.2 Invoices shall show the percentage of completion of each portion of the Work as of the end of the prior month covered by the Invoice. The percentage of completion shall be the percentage of that portion of the Work which has actually been completed during the prior month.

9.4.3 Each of the Contractor's Invoices shall include:

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

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

9.4.5 Invoices may request payment for equipment and materials not yet incorporated into the Project, provided that (i) the Authority is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance, and (iii) upon payment, the Authority will receive the equipment free and clear of all liens and encumbrances.

9.4.6 Within thirty (30) Days after receipt of the Contractor's properly supported Invoice, the Authority, pursuant to New Jersey's Prompt Payment Act, N.J.S.A. 52:32-32 et seq. and 2A:30A-2, will make payment of the approved amount of such Invoice, unless within twenty (20) Days of receipt the

Authority issues a notice in accordance with the Prompt Payment Act indicating that funds will be withheld, and identifying the amount of the funds to be withheld and the reason for such withholding. The thirty (30) Day period for providing payment to the Contractor shall be extended in circumstances in which authority for an action is required from the Authority's Board of Commissioners. The Authority reserves the right to refuse payment in the amount specified in the Invoice to the extent that the Contractor fails to provide complete and sufficient documentation in support of the amounts claimed.

9.4.7 If the Contractor submits any false or fraudulent Invoice to the Authority for payment, the Contractor shall be held liable and subject to all penalties and damages under the New Jersey False Claims Act, N.J.S.A. 2A:32C-1 et seq.

9.4.8 In the event the Contractor fails to pay its Subcontractors or Subconsultants in a timely manner and the Authority is in full compliance with its obligations regarding timely payment of sums due the Contractor, the Authority may, but is not obligated to, make payments directly to each Subcontractor or Subconsultant or by two-party checks. The Authority's decision to make such payments to the Contractor's Subcontractors or Subconsultants will not give rise to any liability of the Authority for making such payments, will not in any way require the Authority to exercise its option to make such payments, and will not create any contractual relationship between the Authority and any Subcontractor or Subconsultant. Payments to Subcontractors and Subconsultants will not constitute acceptance of the adequacy of any Work performed by the Contractor or its Subcontractors or Subconsultants.

9.4.9 In the event of a dispute between the Authority and the Contractor as to whether an amount is owed for certain Work, or as to whether an amount has been reasonably withheld by the Authority, the Authority shall pay all amounts that are not in dispute, but shall not be required to pay the amount that is in dispute until the parties settle or otherwise resolve such dispute. The Contractor shall continue to perform all of its obligations under the Contract Documents notwithstanding such dispute.

9.4.10 The Contractor shall receive payment from the Authority by one of the following electronic payment methods: (1) the Automated Clearing House ("ACH") payment system; or (2) wire transfer. Any fees or costs associated with the use of either of the listed electronic payment methods shall be solely the Contractor's responsibility. The Contractor may obtain the documents required to use either electronic payment method from the Authority's website. The Contractor shall provide to CM the documents necessary to use the electronic payment method selected before any payment will be made to the Contractor by the Authority.

## 9.5 Withholding of Payment.

9.5.1 The Authority may deny the Contractor's Invoice, in whole or in part, if: (a) the Work has not progressed to the point represented by the Contractor in its Invoice; (b) the quality of the Work does not conform to the Contract Documents; (c) defective or deficient Work has not been timely

corrected; (d) the Contractor has caused damage to the Authority, the Authority's property or to another contractor; (e) reasonable evidence exists that the Work will not be completed within the Contract Time, or within any Contract Milestones identified in the Schedule; (f) the Contractor has failed or refused to properly schedule and coordinate the Work, or to provide Project Schedules and updates; or (g) the Contractor has failed or otherwise refused to comply with any term in the Contract Documents.

9.5.2 If the Authority determines that a sufficient basis exists to deny payment requests from the Contractor pursuant to Section 9.5.1, the Authority will either: (i) retain the relevant Invoice (or portion thereof) until such time as the Contractor has made the necessary corrections/deliveries; or (ii) return the relevant Invoice to the Contractor, who shall resubmit the Invoice once all of the Work has been satisfactorily completed or corrected.

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

#### 9.6 Retainage.

9.6.1 Except as otherwise provided herein, the Authority shall withhold funds ("Retainage") from payments made to the Contractor in accordance with this Section. The Authority shall withhold two percent (2%) from all invoiced amounts in accordance with N.J.S.A. 40A:11-16.3.

9.6.2 At the time of Final Payment, the Authority shall release to the Contractor all Retainage other than amounts applied to the payment of Liquidated Damages or amounts which the Authority in its sole discretion deems necessary to retain to cover any existing or threatened claims or liens, or any amounts otherwise due the Authority under this Agreement.

#### 9.7 Other Deductions.

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

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

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

## **10.0 SUBSTANTIAL COMPLETION AND FINAL COMPLETION**

10.1 Substantial Completion Date. Substantial Completion of the Work under the Contract Documents shall be achieved no later than the Substantial Completion Date identified in Appendix A (“Substantial Completion Date”). Final Completion of the Work shall be achieved within [ ] Days of the Substantial Completion Date (“Final Completion Date”).

### 10.2 Substantial Completion.

10.2.1 Requirements for Substantial Completion. The Architect in conjunction with CM shall determine the date that the Contractor achieves Substantial Completion for the Project. In order to achieve Substantial Completion, the Contractor must have achieved the following on the Project: (i) all essential requirements of the Contract Documents have been performed so that the purpose of the Contract Documents have been accomplished; (ii) a Temporary Certificate of Occupancy has been issued by the City of Elizabeth; (iii) a Punchlist has been created by the Architect, in conjunction with the CM and the Authority; (iv) the Contractor has delivered to the Authority the key(s) and/or code(s) for operation of the elevators; (v) there are no material omissions or technical defects or deficiencies, as identified by the Authority; and (vi) the Project is one-hundred percent (100%) ready for occupancy in accordance with its intended use.

10.2.2 Punchlist and Certificate of Substantial Completion. Once the Contractor believes that it has reached Substantial Completion of the Project but for preparation of the Punchlist, the CM shall inspect the Project in conjunction with the Architect and the Authority. If the Authority, the Architect, and CM determine that Substantial Completion has been achieved but for preparation of the Punchlist, the CM, in conjunction with the Authority and the Architect, shall prepare a Punchlist. Once the Punchlist is complete, the Authority shall distribute to the Contractor a Certificate of Substantial Completion with an attached Punchlist. As the Contractor corrects the Work identified on the Punchlist, the Architect and CM shall update the Punchlist and ensure and verify that the Contractor corrects the incomplete or defective Work as required by the Contract Documents.

### 10.3 Liquidated Damages.

10.3.1 Inasmuch as delays in the completion of the Work may result in an increase in costs to the Authority, the precise amount of which may be difficult to ascertain, it is hereby agreed that if

Substantial Completion is not achieved on or before the Substantial Completion Date (as extended pursuant to the provisions of this Agreement), the Authority shall be entitled to receive a credit in the amount of \$185,000. If Substantial Completion has not been achieved by the thirtieth (30<sup>th</sup>) day after the scheduled Substantial Completion Date, then the Authority shall be entitled to an additional credit of \$325,000. If Substantial Completion has not been achieved by the sixtieth (60<sup>th</sup>) day after the scheduled Substantial Completion Date, then the Authority shall be entitled to an additional credit of \$325,000, along with an ongoing credit of \$325,000 for each month thereafter the Substantial Completion Date has not been achieved. The credit shall be applied to any amount owing to the Contractor at the time of the failure .

10.3.2 The Authority and the Contractor agree that the actual damages that would be suffered by Authority if Substantial Completion and/or Final Completion of the Work is delayed are speculative and not susceptible of precise determination and that the specified liquidated damages amounts (either in this Agreement or in any Change Order) represent a reasonable estimate by the Authority and the Contractor of the damages that the Authority would suffer in such event and, therefore, constitute damages and not a penalty.

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

#### 10.4 Final Completion.

10.4.1 Certificate of Final Completion. The Authority shall issue a Certificate of Final Completion and determine the date of Final Completion of the Project. Final Completion means that point in time on the Project when: (i) all requirements of the Contract Documents have been completed in a manner consistent with the Architect Documents; (ii) all items on the Punchlist have been performed; and (iii) a Final Certificate of Occupancy, or a Certificate of Acceptance, as applicable, has been issued. Following the issuance of a Certificate of Substantial Completion for the Project and the Contractor's determination that the Punchlist Work has been completed, the Contractor, in conjunction with the CM and the Architect, shall evaluate the Work and notify the Authority when the Work is ready for final inspection. the Contractor shall, in conjunction with the Authority, CM, and the Architect, conduct a final inspection of the Work to ensure that all Punchlist Work has been completed and all nonconforming and/or deficient Work has been corrected or remedied. The Architect shall evaluate the Work to ensure that all Work and all Punchlist Work has been completed in a manner consistent with the Contract Documents. the Contractor shall assist the Authority in issuing a Certificate of Final Completion.



## 10.5 Final Payment.

10.5.1 Final Payment shall be made by the Authority to the Contractor only when:

- (a) This Agreement has been fully performed by the Contractor, including all requirements set forth in the Contract Documents;
- (b) The final Invoice and final accounting have been submitted by the Contractor and have been reviewed and approved by the Authority;
- (c) Final releases have been obtained from the Contractor, its Subcontractors and Subconsultants;
- (d) The Authority has accepted the Work under this Agreement and the Contract Documents; and
- (e) The Contractor has provided to the Authority all manuals, warranties and as-built drawings for the Project.

10.5.2 If all requirements for Final Payment have been fulfilled by the Contractor, the Authority shall make the Final Payment in accordance with the New Jersey Prompt Payment Act.

## 10.6 Final Release.

10.6.1 The acceptance of Final Payment by the Contractor shall constitute a waiver of all claims by the Contractor against the Authority except for: (i) those claims expressly reserved by the Contractor at the time of Final Payment; and (ii) those claims arising after Final Payment due to an alleged breach by the Authority of any provision of the Agreement which survives after the Term.

10.6.2 Acceptance of, or payment for, any of the Work performed by the Contractor shall not constitute a release or waiver of any claim the Authority has or may have against the Contractor for latent defects, errors, omissions, deficiencies, breaches of contract, or negligence. If the Authority discovers latent defects, errors, omissions or deficiencies in the Work after Final Release, the Contractor shall correct any such defects, errors, omissions or deficiencies in the Work at no expense to the Authority.

10.6.3 All payments for Work performed under this Agreement will be made only to the Contractor, except as expressly stated in this Agreement. the Contractor shall assume sole and full responsibility for payments due to any of its Subcontractors, Subconsultants or suppliers.

10.6.4 Notwithstanding any other provision of the Contract, for a period of three (3) years after Final Completion of the Project, all estimates and payments made pursuant to the Contract Documents, including the Certificates of Final Completion and Final Payment, are subject to correction and adjustment for clerical or other errors in the calculations involved in the determination of the amount of

the payments. the Contractor and the Authority agree to pay to the other any sum due under the provisions of this Section, provided, however, that if the total sum to be paid is less than \$100, payment will be waived.

## **11.0 THE AUTHORITY'S RESPONSIBILITIES**

In addition to other responsibilities of the Authority as set forth in this Agreement and the Contract Documents, the Authority shall:

11.1 Provide the Contractor with the design package.

11.2 Cooperate with the Contractor throughout the Term of this Agreement. The Authority shall perform its responsibilities, obligations and services, including review and acceptance of the Contractor's submissions, in a timely manner so as not to delay or interfere with the Contractor's performance of its obligations under this Agreement.

11.3 Provide, at its own cost and expense and to the extent available, for the Contractor's information and use, the following:

11.3.1 Surveys describing the property, boundaries, topography and reference points for use during design and construction, including existing service and utility lines;

11.3.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

11.3.3 A legal description of the Site;

11.3.4 Information on underground obstructions; and

11.3.5 Environmental studies, reports and impact statements describing the environmental conditions, including hazardous conditions existing at the Site.

11.4 Attend Project related meetings and participate in inspections, as necessary.

## **12.0 TERM**

The Term of this Agreement shall be from the Commencement Date and shall extend until all obligations of the Contractor perform Work pursuant to the Contract Documents have been performed to the satisfaction of the Authority, unless extended or sooner terminated as set forth in this Agreement.

## **13.0 WARRANTIES**

13.1 General. The Contractor warrants to the Authority that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the

Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

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

13.3 Warranty Inspection. Approximately eleven (11) months after Final Payment, the Authority shall conduct, in conjunction with the CM, a warranty inspection of the Work. The Contractor shall, at no cost to the Authority, correct any deficiencies, latent defects, or warranty work discovered in the 11-month warranty inspection.

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

13.5 As-Built Drawings. The Contractor shall provide As-Built Drawings acceptable to the Authority, the CM, and the Architect.

#### **14.0 PERFORMANCE AND PAYMENT BOND**

14.1 The Contractor shall furnish within five (5) Days of receipt of the Notice of Award a Performance and Payment Bond in a form approved by the Authority, in an amount equal to one hundred percent (100%) of the Contract Price guaranteeing the due and timely performance of all obligations of the Contractor under this Agreement. No contract shall be executed by the Authority unless and until this required bond is submitted and approved by the Authority.

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

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

14.4 Bonds must be legally effective as of the date this Agreement is executed. Each bond must indicate the Contractor's name exactly as it appears in this Agreement. Current attorney-in-fact instruments and financial statements of the surety must be included for each bond. An authorized officer or agent of the surety must execute the bonds. All bonds and the sureties that write them must conform in all respects to the requirements of applicable State law.

## **15.0 INSURANCE REQUIREMENTS – THE CONTRACTOR**

The Contractor shall maintain the following kinds of insurance with the limits not less than the amounts indicated. All insurers must have an AM Best's rating of at least A- Class VII. The specifications outlined are standard industry Insurance Services Office (ISO) forms that are used by most insurers. In the event a carrier utilizes a proprietary policy form, the agent or broker must provide a statement that the policy provides a scope of coverage at least as broad as the requested ISO form.

Prior to the commencement of any work, the Contractor will provide a Certificate of Insurance evidencing the following coverage and shall include as terms of the Agreement the following as Additionally Insured: the Authority, their officers, directors and employees, the County of Union, MAST Construction Services, Inc. and DI Group Architecture

Commercial General Liability (CGL): Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than \$10,000,000 per occurrence/\$10,000,000 aggregate. The Authority its officers, officials, employees, agents and volunteers shall be included as an additional insured.

Automobile Liability: Coverage for all owned, non-owned and hired vehicles with limits not less than \$5,000,000 per occurrence, combined single limits (CSL) or its equivalent.

Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (if design/build): Coverage with limits not less than \$10,000,000 per occurrence or claim, \$10,000,000 aggregate.

Cyber Liability: \$5,000,000 per claim/\$5,000,000 aggregate.

Contractor's Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors & Omissions (if project involves environmental hazards): Coverage with limits no less than \$10,000,000 per occurrence or claim/\$10,000,000 aggregate.

Builders Risk: The Authority is responsible to provide and maintain Builders Risk Insurance.

Special Risks or Circumstances: The Authority reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 15.2 Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the Authority, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Authority.

## 15.3 - Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

15.3.1. The Authority, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.

15.3.2. For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance coverage as to the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

15.3.3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Authority.

## 15.4 - Claims Made Policies (If at all possible, avoid and require occurrence type CGL policies)

If any coverage required is written on a claims-made coverage form:

15.4.1. The retroactive date must be shown, and this date must be before the execution date of the Contract or the beginning of Contract Work.

15.4.2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of Contract Work.

15.4.3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of Contract Work.

15.4.4. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

## **16.0 GENERAL COVENANTS**

### **16.1 Ownership of Documents.**

16.1.1 The Authority and the Contractor acknowledge that during the course of, and as a result of, the performance of the Work, the Contractor or its Subconsultants will create written materials, plans, drawings, specifications, computer files, or other tangible manifestations of the Contractor's efforts under this Agreement and the Contract Documents, including architectural work, as that term is defined in the Architectural Works Copyright Protection Act of 1990 (hereinafter individually or collectively referred to as "Work Product"). All Work Product furnished or prepared by the Contractor and/or its Subconsultants shall at all times be the property of the Authority, and may be used by the Authority to complete the Project in the event that the Authority elects to terminate or cancel this Agreement pursuant to any provision hereof or for any other purpose set forth in Section 16.1.4 below. The Authority's ownership of the Work Product shall commence immediately upon the Effective Date of this Agreement, and shall commence regardless of payment by the Authority of any compensation to the Contractor, and regardless of delivery of any such Work Product to the Authority.

16.1.2 The Contractor hereby assigns to the Authority sole ownership of any copyrights or other intellectual property rights created or existing under state or federal law in any and all Work Product prepared by the Contractor or its Subconsultants pursuant to this Agreement.

16.1.3 All Work Product (including the original, one (1) set of electronic copies, and two (2) sets of hard copies thereof) shall be returned to the Authority upon the termination or expiration of this Agreement, except that the Contractor may, subject to any confidentiality obligations under this Agreement, retain one or more record sets of the Work Product.

16.1.4 All Work Product may be referred to freely by the Authority for the purpose of appending any addition to and integrating the same with the Project, performing any alterations or repairs of any portion of the Project or designing or constructing other similar facilities, buildings or projects whenever and wherever the Authority shall desire; provided however, that the Contractor shall not thereafter be responsible for any misuse, alteration or interpretation of such Work Product. Work Product shall not be used on any other project by the Contractor.

16.1.5 The Contractor shall be liable to, and hereby agrees to indemnify and hold harmless the Authority, the Architect and the CM, from and against all claims made against any of them for infringement of any copyright or patent arising out of the Work Product prepared or furnished by the Contractor in the performance of this Agreement.

16.1.6 If the Contractor is terminated under this Agreement and the Authority retains a substitute design professional to complete the Work Product, the Contractor shall have no liability to the Authority for modifications to the Work Product made by others.

16.1.7 The Contractor agrees that the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. The Contractor shall provide professional credit to the Architect, as the "Design Architect of Record" in the Contractor's promotional materials for the Project, including, but not limited to any signs located at the Project site.

## 16.2 Copyrights and Patents.

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

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

## 16.3 Confidentiality.

16.3.1 All data contained in Documents supplied by the Architect, the Authority, or any other party involved in the Project, and after the execution of this Agreement, any data gathered by the Contractor in fulfillment of this Agreement and any analyses thereof (whether in fulfillment of this

Agreement or not), are to be considered confidential and shall be solely for use in connection with the Project. Notwithstanding the foregoing, the Authority will comply with all applicable laws with regard to releasing such information which has been properly requested pursuant to such laws.

16.3.2 The Contractor shall not disclose to any third party the contents of the information, reports, findings, analyses, surveys, data or any other materials generated or produced in performance of this Agreement and the Contract Documents, or provide copies of same, without the prior, written consent of the Authority, except where disclosure of such materials is legally required by order of court or administrative agency, whether State or Federal, in which case the Contractor shall provide immediate notice to the Authority of such order.

16.3.3 The Contractor is required to use reasonable care to protect the confidentiality of the Project data by, among other things, requiring incorporation of this Section 16.3 into its contract(s) with Subcontractors and Subconsultants. Any use, sale or offering of this data in any form by the Contractor, its employees, Subcontractors, Subconsultants or assignees will be considered a material breach of this Agreement. The Contractor shall be liable for any and all damages arising from its breach of this confidentiality provision, including damages, costs and/or attorney's fees. The Authority shall also have the right to terminate this Agreement for cause in the event of a breach of this confidentiality provision without the Authority being liable for damages, costs and/or attorney's fees.

16.3.4 Any publicity and/or public announcements pertaining to the Project shall not be made until and unless the Contractor obtains the prior, written approval of the Authority.

16.3.5 The Contractor's promotional and professional (or other) materials shall never include the Authority's confidential or proprietary information.

#### 16.4 Contractual Relationship.

16.4.1 Nothing in this Agreement shall be construed as creating a contractual relationship between the Authority and any Subcontractors, Subconsultants, or suppliers of the Contractor.

16.4.2 The Contractor's status shall be that of an independent contractor, not an employee of the Authority. The Contractor agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Authority by reason hereof. The Contractor will not, by reason hereof, make any claim, demand or application to any Authority officer or employee for any right or privilege afforded to an Authority officer or employee, including, but not limited to, worker's compensation, unemployment or other insurance benefits, social security coverage, or retirement membership or credit.

16.4.3 The Contractor shall include in all of its Subcontractor and Subconsultant contracts a requirement that each Subcontractor or Subconsultant is bound by the terms and conditions of this Agreement and the Contract Documents.



16.4.4 Nothing contained in this Agreement shall create a contractual relationship with a third party or create a cause of action in favor of a third party against the Contractor or the Authority. It is further intended that no individual, firm, corporation, or any combination thereof, which supplies materials, labor, services or equipment to the Contractor for this Project thereby becomes a third-party beneficiary of this Agreement.

16.4.5 The Authority and the Contractor hereby bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement.

## 16.5 Assignment.

16.5.1 The Contractor shall not assign or transfer its obligations, privileges or rights under this Agreement without the prior, written consent of the Authority. Any assignment or transfer of the Contractor's rights under this Agreement without the prior, written consent of the Authority shall not relieve the Contractor of any duty, obligation or liability assumed by it under this Agreement.

16.5.2 In the event the Authority approves an assignment, the Contractor shall submit to the Authority: (i) corporate resolutions prepared by the Contractor and the new entity ratifying this Agreement; (ii) information necessary to ensure that the new entity satisfies the Authority's pre-qualification policies and procedures; (iii) the names and addresses of all owners and potential owners which hold or may acquire five percent (5%) or more of its stock or interest; (iv) any new or changed Federal Employer Identification Number(s); (v) acknowledgment and acceptance of all rights, duties and obligations of this Agreement without limitation by the new entity; and (vi) any other information which the Authority may require.

16.5.3 Notwithstanding anything to the contrary, under no circumstance shall the Contractor assign its right to receive money under this Agreement for any purpose or to any person whatsoever without the prior, written approval of the Authority.

16.5.4 The Authority may elect, in its sole discretion, to assign this Agreement to any other State agency, authority or other State instrumentality, or any local or municipal instrumentality, at any time during the Term of this Agreement. In such case, the Contractor agrees to continue to perform all of its obligations as set forth in this Agreement. The Contractor shall make no claim against the Authority in the event of such assignment and shall execute such certificates, Documents and instruments as may be reasonably requested by the Authority to effect such assignment.

## 16.6 Mergers, Acquisitions, and Dissolutions.

16.6.1 If, subsequent to the execution of this Agreement, the Contractor proposes to merge with or be acquired by another firm, or in the event of a proposed dissolution by the Contractor, the Contractor shall immediately notify the Authority and shall submit, in advance, documentation to the Authority describing the proposed merger, acquisition or dissolution.

16.6.2 The Authority, in its sole discretion, may approve the proposed merger, acquisition or dissolution or terminate this Agreement for cause. The Authority will notify the Contractor of its decision within thirty (30) Days of receipt by the Authority of documentation from the Contractor describing the proposed merger, acquisition or dissolution.

16.6.3 In the event the Contractor seeks the Authority's approval of a proposed merger or acquisition, the Contractor shall submit to the Authority: (i) corporate resolutions prepared by the Contractor and the new entity ratifying this Agreement; (ii) information necessary to ensure that the new entity satisfies the Authority's pre-qualification policies and procedures; (iii) the names and addresses of all owners and potential owners that hold or may acquire five percent (5%) or more of its stock or interest; (iv) any new or changed Federal Employer Identification Number(s) for the new entity; (v) acknowledgment and acceptance of all rights, duties and obligations of this Agreement without limitation by the new entity; and (vi) any other information which the Authority may require.

16.6.4 In the event the Contractor seeks the Authority's approval of a dissolution, the Contractor shall submit to the Authority: (i) a copy of the corporate resolution, or the written statement of the partnership, general partner, receiver or custodian thereof, or the written agreement of the principal parties of a joint venture to dissolve the corporation, partnership or joint venture, respectively; (ii) any new or changed Federal Employer Identification Number(s); (iii) acknowledgment of the assumption of all rights, obligations and duties of this Agreement without limitation by the new parties; and (iv) any other information which the Authority may require.

#### 16.7 Mandatory Compliance With Law.

16.7.1 The Contractor must comply with all applicable Legal Requirements. To the extent variances from such Legal Requirements are required, the Contractor and the Authority shall cooperate to pursue such variances in the interests of the Project.

16.7.2 The Contractor shall be knowledgeable of the Legal Requirements applicable in the jurisdiction in which the Project is located, and the Contractor agrees to comply with such Legal Requirements, including without limitation, (i) the Americans with Disabilities Act, (ii) insurance industry standards, surveys and other information provided by the Authority, and (iii) development covenants and conditions and easements applicable to the Site on which the Project is located, regardless of whether the Authority has furnished the Contractor with the foregoing information.

16.7.3 Each and every provision required by law to be inserted into this Agreement and the Contract Documents by this Agreement shall be deemed to have been inserted therein. If any such provision has been omitted or has not been correctly inserted, the Contract Documents shall be amended, upon application of either Party, to provide for such insertion or correction.

16.7.4 If the Authority determines that the Contractor has violated or failed to comply with any applicable Legal Requirements with respect to its performance under this Agreement and the Contract

Documents, the Authority may withhold payments for such performance and take such action that it deems appropriate until the Contractor has complied with such Legal Requirements or has remedied such violation or non-compliance to the satisfaction of the Authority.

16.7.5 The Contractor's compliance with applicable Legal Requirements is mandatory and cannot be waived by the Authority.

16.7.6 The Contractor shall ensure that its payments to vendors, Subcontractors and Subconsultants are made in compliance with the New Jersey Prompt Payment Act, N.J.S.A. 2A:30A-1 and -2, and the provisions of N.J.S.A. 52:32-40 and N.J.S.A. 52:32-41, and all other applicable laws concerning prompt payment to Subcontractors and Subconsultants.

16.7.7 The Contractor and each of its Subcontractors shall comply with the New Jersey Prevailing Wage Act Laws of 1963, Chapter 150 (N.J.S.A. 34:11-56.25 et seq.), and all amendments thereto.

#### 16.8 Affirmative Action and Non-discrimination.

16.8.1 The Contractor shall submit to the Authority, after notification of award but prior to execution of this Agreement, one of the following three documents: (i) documentation (e.g., a Letter of Approval) sufficient to show that the contractor is operating under an existing Federally-approved or sanctioned affirmative action program; (ii) a Certificate of Employee Information Report approval issued in accordance with N.J.A.C. 17:27-4; or (iii) an Employee Information Report (Form AA-302) in accordance with N.J.A.C. 17:27-4. The Contractor shall not enter into a subcontract unless the subcontractor has submitted to said contractor one of the three documents required in this paragraph above, unless such subcontractor has four or fewer employees.

16.8.2 The Contractor shall abide by, and shall include language in all subcontracts with Subcontractors and Subconsultants requiring that all Subcontractors and Subconsultants abide by the following requirements of this Section 16.8.

16.8.3 The Contractor shall not discriminate in employment and shall abide by all anti-discrimination laws including those contained within N.J.S.A. 10:5-1 et seq. and all rules and regulations issued thereunder. During the performance of this Agreement, the Contractor, its Subcontractors and its Subconsultants agree as follows:

16.8.3.1 The Contractor and its Subcontractors and Subconsultants will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the Contractor, or Subcontractor or Subconsultant will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin,

ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its Subcontractors and Subconsultants agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

16.8.3.2 The Contractor, and its Subcontractors and Subconsultants, will in all solicitations or advertisements for employees placed by or on behalf of the Contractor or Subcontractor or Subconsultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

16.8.3.3 The Contractor and its Subcontractors and Subconsultants will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's (and its Subcontractor's and Subconsultant's) commitments under this Agreement and referenced statutes and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

16.8.3.4 The Contractor and its Subcontractors and Subconsultants shall comply with the regulations promulgated by the State Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time, and with the Americans With Disabilities Act, 42 U.S.C. § 12101 et seq., with respect to its employment practices.

16.8.3.5 The Contractor and its Subcontractors and Subconsultants agree to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & Equal Employment Opportunity in Public Contracts (hereinafter, the "Division") pursuant to N.J.A.C. 17:27-5.2, as amended and supplemented from time to time. The applicable employment goals for Union County can be obtained from the New Jersey Department of Treasury Equal Employment Opportunity and Affirmative Action website at [https://www.nj.gov/treasury/contract\\_compliance/](https://www.nj.gov/treasury/contract_compliance/).

16.8.3.6 The Contractor and its Subcontractors and Subconsultants agree to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

16.8.3.7 The Contractor and its Subcontractors and Subconsultants agree to revise any of its testing procedures, if necessary, to ensure that all personnel testing conforms to the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

16.8.3.8 In conforming with the applicable employment goals, the Contractor and its Subcontractors and Subconsultants agree to review all of their procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

16.8.3.9 The Contractor and its Subcontractors and Subconsultants shall furnish to the Division such reports or other documents as may be requested from time to time in order to carry out the purposes of the Division's regulations, and shall furnish to the Authority such reports and other documents, in the manner and form requested, as may be required to carry out the purposes of the Authority's regulations.

16.8.3.10 The Contractor and its Subcontractors and Subconsultants, agrees to make good faith efforts when hiring or scheduling workers in each construction trade, to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by Sections 16.8.3.11 and 16.8.3.12 below, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The Contractor and its Subcontractors and Subconsultants agree that a good faith effort shall include compliance with the following procedures:

16.8.3.11 If the Contractor or its Subcontractor or Subconsultant has a referral agreement or arrangement with a union for a construction trade, the Contractor or its Subcontractor or Subconsultant shall, within three business days of the contract award, seek assurances from the union that the union will cooperate with the Contractor or its Subcontractor or Subconsultant 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. If the Contractor or its Subcontractor or Subconsultant 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 its Subcontractor or Subconsultant shall agree to attempt to hire or schedule minority and women workers directly, consistent with the

applicable employment goal. If the Contractor's or Subcontractors' or Subconsultants' prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the Contractor or its Subcontractor or Subconsultant agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under Section 16.8.3.12 below; and the Contractor or its Subcontractor or Subconsultant further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

16.8.3.12 If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of Section 16.8.3.11 above, or if the Contractor or a Subcontractor or Subconsultant does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or the Subcontractor or Subconsultant agrees to take the following actions consistent with the applicable county employment goals:

- (a) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers
- (b) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (c) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or its Subcontractor or Subconsultant has a referral agreement or arrangement with a union for the construction trade;
- (d) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (e) If it is necessary to lay off any of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et seq.;

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

1. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or its Subcontractor or Subconsultant shall determine the qualifications of such individuals and if the Contractor's, or Subcontractor's or Subconsultant's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, the Contractor or the Subcontractor or Subconsultant shall determine that the individual at least possesses the requisite skills, and experience as recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the Contractor, Subcontractor or Subconsultant shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of these requirements, however, are limited by the provisions of Section 16.8.3.13 below.

2. If the Contractor's or Subcontractors' or Subconsultants' workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

3. If, for any reason, the Contractor or Subcontractor or Subconsultant 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 or Subconsultant shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the Authority compliance officer and to the Division; and

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

16.8.3.13 The contractor or subcontractor agrees that nothing contained in Section 16.8.3.12 above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to Section 16.8.3.12 above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor

shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey workers ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of Section 16.8.3.12 above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

#### 16.8.4 Monitoring and Enforcement of Workforce Affirmative Action Compliance and Procedures.

16.8.4.1 The Contractor's employee liaison shall meet, when requested, with the Authority's workforce compliance inspector to ensure compliance with this section and the contractor's affirmative action plan.

16.8.4.2 The Authority's compliance inspector shall conduct on-site visits and/or attend project meetings and, at reasonable times and in a reasonable manner, may enter the Contractor's business facility or construction project site for the purpose of determining whether the Contractor is complying with its affirmative action plan and is otherwise in compliance with the procedures set forth in this chapter.

16.8.4.3 The Authority's compliance inspector may investigate to determine if there is a violation of this subchapter or the Contractor's affirmative action plan. If the workforce compliance inspector determines there is substantial probability that a violation is occurring, he or she may issue a written alert notice to the Contractor. The written alert notice shall explain in sufficient detail the alleged violation.

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

16.8.4.5 After issuing a notice of violation, the Authority's workforce compliance inspector shall notify the alleged violator that it shall submit, within seven business days, a written statement explaining why it is not in violation of this subchapter or the affirmative action plan or an explanation of how it will correct any such violation. The written statement shall be reviewed by the Director. If the Director determines that the violator has not adequately explained why it is not in violation or determines that the violation is continuing to occur, then said Director shall conduct an investigatory conference to determine whether there is a violation and/or if corrective measures must be taken. The conference may also be conducted to discuss



and resolve issues before taking any action pursuant to Section 16.8.6 below. Such investigatory conference shall be conducted within 30 business days of the contractor's submission of its written statement. The Director may conduct interviews and request from appropriate parties the submission of additional information as is considered necessary to determine whether the alleged violation has occurred.

#### 16.8.5 Affirmative Action and Small Business Compliance.

16.8.5.1 The Contractor shall designate an employee who shall serve as a liaison with the Authority's workforce compliance inspector and who shall be responsible for coordinating the firm's affirmative action program, maintaining all records required by this chapter and submitting the forms required by this chapter through the Authority's website, or as otherwise directed, to the Authority's designated employee or representative

16.8.5.2 The Contractor shall complete and submit the following forms available from the Authority, at the times indicated, and in the manner and form (whether hard-copy or electronic) specified by the Authority:

- (a) An initial project workforce report, Form AA-201, upon notification of award, and prior to the Authority's execution of a construction contract;
- (b) A monthly project workforce report, Form AA-202, submitted in electronic form no later than the seventh business day of each month for the duration of the contract; and
- (c) A certified payroll report within 10 days of the end of each pay period.

#### 16.8.6 Sanctions

16.8.6.1 If the Authority determines that the Contractor is in violation of the Authority's affirmative action regulations, or the terms of this Agreement, or its affirmative action plan, the Authority shall enforce the aforesaid obligations and the requirements of the affirmative action plan by any or all of the following actions:

- (a) Reduce the Contractor's compensation by a maximum of one and one-half percent of the contract price if the contractor is found not to have in good faith satisfied the hiring requirements set forth in the contract. This reduction in the contract price may be effectuated either by the withholding of all or part of future payments to the Contractor or by a reduction in the amount of retainage otherwise due for release to the contractor under the contract; or
- (b) Terminate this Agreement.

## 16.9 MBE/WBE/DBE/SBE/VBE Project Inclusion

The Contractor is strongly encouraged to maximize the use, employment and inclusion of Union County MBE/WBE/DBE/SBE/VBE and non-Union County MBE/WBE/DBE/SBE/VBE contractors/subcontractors/businesses/vendors/suppliers and make good faith efforts to encourage meaningful participation of the aforementioned in the Project.

### 16.9.1 Other MBE/WBE/DBE/SBE/VBE Obligations

The Contractor shall ensure that each contractor and subcontractor performing Work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall submit an EEO policy statement to the Authority for each of its contractors/subcontractors/businesses/vendors/suppliers, as applicable within twenty (20) days of entering into a contract with the business.

## 16.10 Anti-Trust.

16.10.1 The Contractor, by executing this Agreement, does hereby warrant and represent that this Agreement has not been solicited, secured or prepared, directly or indirectly, in a manner contrary to the laws of the State, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the Work by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, direct or indirect, to any employee or officer of the Authority.

16.10.2 The penalty for breach or violation of this Section may, at the sole option of the Authority, result in: (i) the termination of this Agreement without the Authority being liable for damages, costs and/or attorney fees, and/or (ii) a deduction from the payments to be made by the Authority pursuant to this Agreement of the full amount of such commission, percentage, brokerage or contingent fee.

16.11 Anti-Collusion. By executing this Agreement, the Contractor hereby warrants and represents that (1) this Agreement has not been executed in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; (2) that the Contractor's bid for the Project was genuine and not collusive or a sham; (3) that the Contractor has not directly or indirectly induced or solicited any other individual or firm to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any individual or firm or anyone else to put in a false or sham bid; (4) that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the Contractor or of any other individual or firm or to fix any overhead, profit, or cost element of such bid price; (5) that all statements of the Contractor are true; and (6) that the Contractor has not directly or indirectly, submitted a bid price or any breakdown thereof, divulged information or data relative thereto, paid any fee in

connection therewith to any corporation, partnership, company, association, organization, bid depository, or any member or agent thereof.

#### 16.12 Conflicts of Interest.

16.12.1 The Contractor shall not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity or other thing of value of any kind to: (i) an Authority officer or employee with which the Contractor transacts, or offers or proposes to transact, business; or (ii) any member of the immediate family (defined by N.J.S.A. 52:13D-13(i)) of any such Authority officer or employee; or (iii) any partnership, firm or corporation with which such Authority officer or employee is employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13(g).

16.12.2 The solicitation from the Contractor of any fee, commission, compensation, gift, gratuity or other thing of value by any Authority officer or employee shall be reported in writing forthwith by the Contractor to the State Attorney General.

16.12.3 The Contractor shall not directly or indirectly undertake any private business, commercial or entrepreneurial relationship (whether or not pursuant to employment, contract or other agreement, express or implied) with, or sell any interest in the Contractor to, any Authority officer or employee having any duties in connection with the purchase, acquisition or sale of any property or services by or to the Authority; and shall not undertake any such relationship with, or sell any such interest to, any person, firm or entity with which such Authority officer or employee is employed or associated, or in which such Authority officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13(g). Any relationship subject to this provision shall be reported in writing to the State Attorney General.

16.12.4 The Contractor shall not influence, attempt to influence, or cause to be influenced any Authority officer or employee in such officer's or employee's official capacity in any manner that might tend to impair the objectivity or independence of judgment of said officer or employee.

16.12.5 The Contractor shall not cause or influence, or attempt to cause or influence, any Authority officer or employees to use or attempt to use such officer's or employee's official position to secure unwarranted privileges or advantages for the Contractor or any other person.

#### 16.13 Risk of Loss Assumed by the Contractor.

16.13.1 Until Substantial Completion, the Contractor shall bear the risk of loss or damage to the permanent construction, temporary construction, and materials, whether the Contractor has received payment for such construction or materials.

16.13.2 The Contractor shall bear the risk of claims by third parties made against the Contractor or the Authority, on account of injuries (including wrongful death), loss, or damage of any kind

whatsoever arising or alleged to arise out of or in connection with the performance of the Work. The risk of claims, whether or not actually caused by or resulting from the performance of the Work or out of or in connection with the Contractor's operations or presence at or in the vicinity of the Project Site or on Authority premises, and whether such injuries, loss, and damages are sustained, applies at any time both before and after Final Completion.

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

#### 16.14 Indemnification.

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

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

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

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

16.14.1.4 Violation of or non-compliance with Federal, State, local and municipal laws and regulations, ordinances, building codes (including without limitation the Americans with Disabilities Act) arising from the performance or non-performance of, or arising out of conditions created or caused to be created by the Contractor, its agents, servants, officers, employees, Subcontractors, Subconsultants or any other person acting at the Contractor's request, subject to its direction, or on its behalf.

16.14.2 The Contractor's indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Agreement.

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

16.14.4 The provisions of this Section 16.14 shall survive the expiration or termination of this Agreement.

## **17.0 SUSPENSION OF SERVICES OR WORK**

17.1 Authority's Right to Suspend Work. The Authority shall have the right to defer the Commencement Date or to suspend the whole, or any part, of the Work required under this Agreement whenever, in the sole discretion of the Authority, it is necessary or expedient for the Authority to do so. The Authority shall by notice to the Contractor suspend performance of the Work and upon receipt of such notice, unless otherwise directed in writing by the Authority, the Contractor shall immediately discontinue all Work, except as necessary to properly secure the Project.

17.2 Compensation. In the event of a suspension by the Authority pursuant to this Section, Compensation shall be determined as follows:

17.2.1 If the Authority determines that the Work have been suspended for a period cumulatively totaling less than forty-five (45) Days, there shall be no additional compensation paid to the Contractor.

17.2.2 If the Authority determines that the Work have been suspended for a period cumulatively totaling forty-five (45) Days or more, and if the Authority determines that the suspension has resulted from no fault of the Contractor, the Parties shall amend this Agreement to provide an adjustment to the Contract Price in an amount deemed proper by the Authority and the Contractor after a review of the Contractor's submissions relating to the increased costs actually incurred by the Contractor as a direct result of the suspension. No such adjustment to the Contract Price will change any of the other terms of this Agreement.

17.2.3 When the Authority has determined that a suspension is the fault of the Contractor, the Authority may, at its sole option, suspend all payments to the Contractor. Payment may be reinstated

by the Authority upon completion of the Work in accordance with the other provisions of this Agreement, provided that there shall be no upward adjustment in direct or indirect costs or in any other costs. Alternatively, the Authority may terminate this Agreement pursuant to Section 18.2, or carry out the Work as provided for in Section 18.3.

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

## **18.0 DEFAULT AND TERMINATION**

Nothing contained in this Section shall limit the right of the Authority to recover any and all costs and damages resulting from the Contractor's failure to perform the Work in a satisfactory manner.

### 18.1 Events of Default.

18.1.1 The Contractor shall be in default under this Agreement upon the occurrence of any one or more of the following events or conditions ("Events of Default"), following notice and opportunity to cure (if applicable), as specified in Section 18.1.2.

- (a) the Contractor fails to either (i) promptly begin the Work under the Contract Documents, or (ii) prosecute the Work in accordance with the Project Schedule;
- (b) the Contractor fails to perform the Work in accordance with the Contract Documents;
- (c) the Contractor refuses to remove and replace rejected materials or unacceptable Work;
- (d) the Contractor disregards or otherwise fails to comply with all applicable Legal Requirements;
- (e) the Contractor refuses or otherwise fails to properly staff the Project;
- (f) the Contractor fails, absent a valid dispute, to make payments to vendors, suppliers, Subcontractors or Subconsultants for materials, labor or services in accordance with the respective agreements between the Contractor and its vendors, suppliers, Subcontractors and/or Subconsultants;
- (g) the Contractor fails to maintain or produce any Deliverables or other records required by the Contract Documents to be so maintained or produced;
- (h) the Contractor fails to cooperate with the Authority where such cooperation is deemed necessary by the Authority for the implementation of this Agreement;

- (i) the Contractor fails to obtain and properly maintain the level of insurance coverages outlined in this Agreement;
- (j) the Contractor fails to obtain and properly maintain the level of bonding outlined in this Agreement;
- (k) the Contractor assigns or transfers its obligations, privileges or rights under this Agreement without the prior, written consent of the Authority;
- (l) the Contractor makes any misrepresentation or conceals any material fact;
- (m) the Contractor commences or has commenced against it any action under the United States Bankruptcy Code or any State or Federal insolvency law, the commencement of which, in the Authority's judgment, may effectively impair the ability of the Contractor to perform its obligations under this Agreement;
- (n) the Contractor fails to discharge or obtain a stay of any judgment or order for the payment of money arising out of the prosecution of the Work (provided that for purposes hereof, posting of a bond in the amount of 124% of such judgment or order shall be deemed an effective stay);
- (o) the Contractor fails to comply with a Directive or Contract Change Directive issued by the Authority;
- (p) the Contractor fails to perform Work as required under this Agreement or the Contract Documents; or
- (q) the Contractor otherwise violates or breaches this Agreement, the Contract Documents or any material provision or term thereof.

18.1.2 The Authority shall provide the Contractor and its surety with written notice of the Contractor's default ("Notice of Default"). For all such Events of Default except those contained in subsections 18.1.1 (m) and 18.1.1 (n) (and any such default that by its nature cannot be cured), the Contractor may, within seven (7) Days of receipt of the Notice of Default, commence correction of such default, neglect or violation, with diligence and promptness, fully curing the same within the time prescribed by the Authority, if any, within the Notice of Default. If the Contractor's default is capable of cure, but by its nature, cannot be cured within seven (7) Days, such additional period of time shall be allowed as may reasonably be necessary to cure the default, provided that the Contractor or its surety commences such cure within such seven (7) Day period and thereafter diligently prosecutes such through completion. Failure of the Contractor to commence correction of its default, neglect or violation within seven (7) Days of receipt of the Notice of Default, or to cure the same within the time prescribed by the Authority, shall allow the Authority to issue a Notice for Termination for Cause as per Section 18.2 of this Agreement.

## 18.2 Termination for Cause.

18.2.1 If any default described in Section 18.1 above is not subject to cure or is not cured within the period specified in 18.1.2, the Authority may terminate this Agreement for cause. Any such Termination for Cause shall be effected by delivery of a "Notice of Termination for Cause" to the Contractor and its surety specifying the extent to which the Work under this Agreement are terminated and the date upon which such termination shall become effective.

18.2.2 Upon Termination for Cause by the Authority pursuant to this Section, the Authority may, without prejudice to any other rights or remedies of the Authority, complete the Work that were required to be performed by the Contractor by whatever methods the Authority may deem appropriate.

18.2.3 In the event this Agreement is terminated for cause pursuant to this Section 18.2, the Authority reserves the right not to make any further payments to the Contractor and may require the Contractor to repay all or a portion of the monies already paid. The Contractor, at its own expense, shall be obligated to take any steps necessary to enable the Authority to complete the Work itself, or for the Authority to engage another contractor, design professional or the Contractor to complete the Work. Such steps may include, but are not limited to, the prompt delivery to the Authority of all Deliverables, Documents and Work Product identified herein and/or related to the Project. If the payments then or thereafter due the Contractor are not sufficient to cover the Authority's cost to complete the Work itself or engage another contractor, design professional or the Contractor to complete the Work, the Contractor shall pay the difference to the Authority upon demand.

18.2.4 No action by the Authority pursuant to this Section shall operate to waive or release any claims that the Authority may have against the Contractor under this Agreement.

## 18.3 The Authority's Right to Complete the Work

18.3.1 If the Contractor fails to perform any obligation imposed under this Agreement and the Contract Documents within seven (7) Days after receipt of written notice to commence and continue correction of such failure with diligence and promptness, the Authority may take steps to remedy such failure without prejudice to any other remedy the Authority may have. In such case, an appropriate written notice shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such failure, including Compensation for any additional work or services of other contractors and/or Professional Services Consultants engaged as a result of such failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Authority upon demand.

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



#### 18.4 Termination for Convenience of the Authority.

18.4.1 Performance by the Contractor of its obligations under the Contract Documents may be terminated by the Authority in whole or in part, whenever the Authority, in its sole discretion, determines that such termination is in its best interest. Such a termination shall be called a "Termination for Convenience."

18.4.2 Any such Termination for Convenience shall be effected by delivery of a "Notice of Termination for Convenience" specifying the extent to which the Work under this Agreement are terminated and the date upon which such termination becomes effective.

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

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

18.4.5 Within sixty (60) Days of the effective termination date, the Contractor shall submit to the Authority claims for any costs that were incurred but that are not subject to payment pursuant to this Section 18.4 or any other provision of the Contract Documents. No claim will be allowed for anticipated profits on Work that have not been performed. the Contractor's failure to submit a claim to the Authority within sixty (60) Days of the effective termination date shall constitute a waiver of any and all claims pursuant to this Section 18.4.

### **19.0 CLAIMS**

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

19.1 General. All Claims asserted by the Contractor against the Authority shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

19.2 Notice of Claim. The Contractor shall file notice of its Claim on a form provided by the Authority, which form shall be completed in its entirety and signed by the Contractor. Incomplete forms will be rejected and have no effect.

19.3 False Claims Liability. The Contractor shall be held liable and subject to all penalties and damages under the New Jersey False Claims Act, N.J.S.A. 2A:32C-1 et seq., for any false or fraudulent Claim submitted to the Authority.

19.4 Review of Claims. The administrative process for review of Claims is sequential in nature and mandatory. The Authority's Claims procedure is composed of the following steps:

Step One: Review by the Authority

Step Two: Non-binding Mediation

Completion of the two (2) steps of Claims review is a mandatory prerequisite to the initiation of litigation by either Party.

19.5 Compliance with Claim Review Procedure. Each Claim will begin its review at Step One. A Claim will not proceed to the next step unless the Contractor submits a written objection to the prior step and requests that its Claim proceeds to the next step. If at any step in the process a Claim is resolved, the Contractor must sign a full and final release as to any and all matters arising from the Claim.

19.6 Step One: The Authority's Review.

19.6.1 The Contractor must provide to the CM and the Authority the required forms as required by this Section in order to begin the Authority's administrative process for the review of Claims. The Contractor shall also submit to the Authority all documentation supporting the Contractor's Claim. The documentation provided to the Authority will serve as the basis for evaluation of the Contractor's position regarding the Claim throughout Step One of the administrative process. The Contractor shall submit additional information upon request by the Authority. No formal action will be taken by the Authority unless and until the Authority receives complete Claim documentation from the Contractor.

19.6.2 Authority Review and Decision. At the option of the Authority, a meeting may be scheduled with the Contractor, the Authority and the CM to discuss the Claim. The Authority shall render its decision regarding the Claim in writing within thirty (30) Days of the receipt of the required forms and all supporting documentation or within thirty (30) Days of any meeting with the Contractor, the Authority and the CM, whichever is later. This time limit may be extended by mutual agreement of the Parties. The Contractor, within fifteen (15) Days of the receipt of the decision by the Authority, shall accept or reject the Authority's decision in writing. If the Contractor neither accepts nor rejects in writing the Authority's decision within fifteen (15) Days, the Claim will be considered withdrawn from the administrative process and there will be no further administrative remedy available to the Contractor for the subject Claim.

19.7 Step Two: Non-Binding Mediation. If the Contractor rejects in writing the decision of the Authority, there is no further automatic administrative review of the Claim. Within fifteen (15) Days after issuance of a Certificate of Occupancy or Certificate of Acceptance for this Project, the Contractor may request in writing that any or all outstanding Claims regarding this Project, which include any or all Claims that have been processed through Step One of the Claim resolution process, and that were neither withdrawn nor considered withdrawn from the process be submitted to Step Two, non-binding

mediation. Such request shall be sent to the Authority and shall specifically identify which Claim(s) are to be submitted to Step Two. Any Claim not specifically identified shall be deemed withdrawn. No Claim will proceed automatically to Step Two and the Contractor must make a specific written request that the Claim be elevated to Step Two. Step Two will not be available until after the issuance of a Certificate of Occupancy or Certificate of Acceptance, unless an earlier time for submission of the Claim to Step Two is agreed to by the Contractor and the Authority. The cost of non-binding mediation shall be shared equally by the Contractor and the Authority. The mediator shall be selected by the Authority, with the concurrence of the Contractor. The rules for the mediation shall be agreed to by the Authority, the Contractor and the mediator prior to the start of the mediation. The mediation will not proceed, however, if the Parties fail to agree on the rules for the mediation, in which case Step Two will be deemed complete.

## **20.0 REPRESENTATIONS**

The Contractor hereby represents as follows:

20.1 The Contractor is financially solvent, can pay its debts when due, and possesses sufficient working capital to complete the Work required and perform its obligations under this Agreement and the Contract Documents.

20.2 The Contractor is professionally qualified for the Project, and has the capability and experience, including sufficient qualified and competent personnel, to efficiently and timely perform the Work. The Contractor will continuously furnish sufficient personnel to perform the Work in a timely and proper manner.

20.3 The Contractor is experienced, authorized to do business in the State of New Jersey and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Contractor and the Work it will be performing. The Contractor shall ensure that all of its employees, vendors, suppliers, Subcontractors and Subconsultants performing Work for this Project have such licenses and certificates.

20.4 The Contractor's execution of this Agreement and its performance hereunder is within its duly authorized powers.

20.5 The Contractor certifies that it has investigated the conditions of the Project and that it fully understands the conditions of the Project and its obligations pursuant thereto. The Contractor agrees that it will not make any Claim for, or be entitled to, cancellation or relief from the Contract Documents without penalty because of its misunderstanding or lack of information related to the conditions of the Project and its obligations pursuant thereto.

20.6 The Contractor certifies that all representations made by it in this Agreement or any of the Contract Documents are true, subject to penalty of law. The Contractor understands and agrees that its knowing

or intentional violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact may be cause for termination of this Agreement. The Contractor understands and agrees that the Contractor's violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact shall serve as a legal bar to the Contractor's enforcement of its rights under this Agreement and the Contract Documents, including any and all Claims at law or equity.

20.7 The Contractor is currently pre-qualified as a General Contractor and properly registered pursuant to The Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq.

20.8 The Contractor and all of its Subcontractors and Subconsultants have provided to the Authority proof of valid business registration with the Division of Revenue of the New Jersey Department of the Treasury, pursuant to N.J.S.A. 52:32-44. The Contractor shall not enter into any subcontract with a Subcontractor or Subconsultant that has not provided it and the Authority with proof of such valid business registration.

20.9 The Contractor assumes full responsibility to the Authority for the acts and omissions of its officers, employees, agents, Subcontractors, Subconsultants, and others employed or retained by it in connection with Work performed for the Project.

20.10 The representations and warranties enumerated in this Section operate in addition to, and shall in no way supersede, limit, or restrict any other duty, responsibility, representation, or warranty, express or implied, created or required by this Agreement or by law.

## **21.0 THE AUTHORITY'S RIGHTS**

21.1 The Authority shall have the right to perform work related to the Project and to award contracts in connection with the Project that are not part of the Contractor's responsibilities under this Agreement or the Contract Documents.

21.2 The Authority shall have the right, in its sole discretion, to accept or reject employees and personnel proposed by the Contractor to work on the Project. The Contractor shall make a timely and prompt resubmittal to provide other employees or personnel to replace any that are rejected by the Authority.

21.3 The Authority shall have the right to remove any of the Contractor's employees from the Project at any time during the Term of this Agreement if that employee is deemed by the Authority not to be of the level of competence or ability required under this Agreement, or if said employee is for any reason found to be unsuitable to perform pursuant to this Agreement, as determined by the Authority in its sole discretion. In such case, the Contractor shall promptly submit the name and qualifications of a replacement.

21.4 The Authority shall have the right to evaluate the Contractor's performance pursuant to the Authority's Performance Evaluation Policy and Procedures. The Authority shall also have the right to

consider the Contractor's evaluation as a factor used in the technical ranking of the Contractor with respect to any submission by the Contractor in response to future procurements by the Authority.

21.5 In addition to any of the other rights and remedies of the Authority specified in this Agreement, the Authority reserves the right to bring an action against the Contractor for any damages sustained by the Authority from any Work performed by the Contractor when such damage is occasioned by the negligent act, error, omission or willful misconduct of the Contractor.

21.6 The Authority's acceptance, use of or payment for all or any part of the Contractor's performance hereunder or in connection with the Project shall in no way alter the Contractor's obligations under this Agreement.

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

21.8 The Authority or any other State inspecting, or oversight agencies have the right to request, and the Contractor agrees to furnish free of charge, all information and copies of all records, documents or books the Authority or any other State inspecting, or oversight agencies may request of the Contractor and its Subcontractors and Subconsultants. The Contractor and its Subcontractors and Subconsultants shall allow representatives of the Authority or any other State inspecting or oversight agencies to visit the office(s) of each periodically, upon reasonable notice, in order to review any information, records, Documents or books related to this Agreement or to otherwise monitor any Work being performed by the Contractor and its Subcontractors and Subconsultants pursuant to this Agreement and the Contract Documents.

## 22.0 **2 CFR PART 200 APPENDIX II FEDERAL REQUIREMENTS**

22.1 Domestic Preference for Procurements. Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this Contract to be used in a public work, they shall be manufactured or produced in the United States and the Contractor shall be required to so certify.

Consistent with 2 C.F.R. § 200.322, as appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: (i) Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (ii) Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

22.2 Clean Air Act. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to the appropriate Environmental Protection Agency Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

22.3 Federal Water Pollution Control Act. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to the appropriate Environmental Protection Agency Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

22.4 Solid Waste Disposal Act. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the Contract performance schedule; (ii) Meeting Contract performance requirements; or (iii) At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

22.5 Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3) (the “Act”). The Contractor shall comply with the Act. The Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of the Work, to give up any part of the compensation to which he or she is otherwise entitled.

22.6 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) (the “Act”). The Contractor shall comply with the provisions of 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), with respect to the employment of mechanics or laborers. Under 40 U.S.C. 3702 of the Act, Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of

supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22.7 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Contractor shall comply with the prohibition on certain telecommunications and video surveillance services or equipment in accordance with the provisions of CFR 200.216 to the extent same may be incorporated into a new building structure and/or acquired /required by the Contractor or subcontractor for use during the construction process.

## 23.0 MISCELLANEOUS

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

23.2 Incorporation by Reference. This Agreement incorporates by reference, as if set forth herein, all of the Documents constituting this Agreement in their entirety, including but not limited to, the Contract Documents, any appendices to this Agreement, and the RFB and any Amendments or addenda thereto.

23.3 Conflict in Terms. In the event of a conflict, discrepancy or inconsistency between or among the Contract Documents, interpretation will be based on the following descending order of priority:

1. This Agreement, and Change Orders hereto
2. Appendix A (Special Conditions)
3. The Specifications
4. The Architect's Documents
  - (a) Drawings – Large Scale
  - (b) Drawings – Small Scale

In the event there is any conflict between and among the requirements contained in this Agreement, the Contractor will provide the higher quality level of service and Work or meet the higher standard, as determined by the Authority in its sole discretion

23.4 Changes to Agreement. Any change to this Agreement must be made in writing in the form of a Change Order executed by the Contractor and the Authority. Any Work performed by the Contractor without a Change Order or Contract Change Directive that differ from, or are in addition to, the Work required by this Agreement, shall be done at the Contractor's own financial risk.

23.5 No Waiver of Warranties or Legal/Equitable Remedies. Nothing in this Agreement shall be construed to be a waiver by the Authority of any warranty, expressed or implied, or any remedies at law or equity, except as specifically and expressly stated in a writing by the Authority.

23.6 State Sales Tax. Materials, supplies or services for exclusive use in erecting the structures or buildings or otherwise improving, altering or repairing any such component of the Work on the Project, pursuant to the Contract Documents are exempt from New Jersey State Sales Tax. Purchases or rentals of equipment are not exempt from any tax under the State Sales Tax Act.

23.7 Procedural Requirements. The Contractor shall comply with all written procedural instructions that may be issued from time to time by the Authority.

23.8 Governing Law. This Agreement, and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of the State of New Jersey without reference to conflict-of-laws principles.

23.9 Forum and Venue. Any legal action to resolve a dispute or Claim filed under the terms of this Agreement shall be brought only in a state court in the State of New Jersey.

23.10 Time is of the Essence. All time limits as stated in this Agreement are of the essence.

23.11 Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

23.12 Waiver of Breach. In the event that any provision of this Agreement should be breached by either party and such breach is thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach. Any consent by the Authority to a delay in the Contractor's performance of any obligation shall apply only to the particular obligation or transaction to which it relates, and it shall not apply to any other obligation or transaction. Any delay in the Authority's enforcement of any remedy in the event of a breach by the Contractor of any term or condition of this Agreement or any delay in the Authority's exercise of any right under this Agreement shall not be construed as a waiver.

23.13 Negotiated Agreement. This Agreement was negotiated between the Parties and shall be construed in accordance with its plain meaning, without giving any effect to any implication or inference arising from the fact that it may have been drafted by or on behalf of any party to this Agreement.

23.14 Peer Review. The Authority may, at its sole discretion, provide all or a portion of the Documents or other items prepared by the Contractor to other professionals for review and comment.



23.15 Execution in Counterparts. This Agreement, where applicable, may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

23.16 New Jersey Office of State Comptroller. The Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

23.17 Security Clearance. The Contractor and its personnel, and its Subconsultants, Subcontractors, and their personnel, shall be subject to such security clearance at the Project as the Authority may require.

**ATTACHMENT A**

**SPECIAL CONDITIONS**

**A.1 Project Description:**

See attached Project Description

**A.2 Schedule:** [            ] calendar Days

**A.3 Substantial Completion** shall be achieved no later than [            ] calendar Days after the Commencement Date.

**A.4 Construction Management Firm (CM):** [            ]

**A.5 Other Professional Services Consultants:**  
[            ]

**A.6 Notices** shall be addressed as follows:

**Authority:**

Union County Improvement Authority  
10 Elizabethtown Plaza, 5th Floor  
Elizabeth, New Jersey 07207  
Attention: Dr. Bibi Taylor, Executive Director

**The Contractor:**

Attention: [            ]

## **The New Union County Government Complex Project Description**

The County of Union is the owner of that certain tract of land within the City located at 61-99 West Grand Street and designated as Block 6, Lot 1589 on the City's official tax map (the "Project Area"). The Property is bounded by the NJ Transit right-of-way to the North, Grand Street to the South, Cherry Street to the West and the Elizabeth River to the East. On January 22, 2019, the City Council of the City of Elizabeth (the "City Council") adopted a resolution declaring the Project Area a Non-Condensation Redevelopment Area pursuant to the provisions of the Redevelopment Law. On April 28, 2020, the City Council adopted an ordinance approving the 61-99 West Grand Street Redevelopment Plan with respect to the Project Area.

The current County Administration Building is located at 10 Elizabethtown Plaza, Elizabeth, New Jersey, which incorporates a number of the County's functions and employees. Other County functions and employees are located in multiple locations throughout the City's downtown area. With the goal of achieving cost-savings and greater efficiency, the Authority, on behalf of the County, engaged a consultant to evaluate the existing space needs and conditions of the County functions to assist the County with planning a path forward for the consolidation of the County's functions and employees into a single location. Based upon the resulting analysis, the County determined that the construction of two (2) new buildings would best serve the current and future needs of the County by consolidating its functions into a single location.

The current concept for the Project is proposed to include two separate office buildings, consisting of approximately 90,000 square feet each to be located on the Property. There will be approximately 120 surface parking spaces on the Property, some of which will be located at grade under the buildings. The balance of the parking for the Project will be provided in the Midtown Deck (approximately 200 spaces), the Bollwage Deck (approximately 200 spaces), which decks are owned and operated by the Elizabeth Parking Authority and in a new County Deck to be constructed on the site of the existing County Deck.

**ATTACHMENT B**

**INSURANCE CERTIFICATES & BUSINESS REGISTRATION CERTIFICATE**

(See attached sheets)

**ATTACHMENT C**

**THE CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS AND SUBCONSULTANTS**

(See attached sheets)

**APPENDIX C**  
**PROJECT LABOR AGREEMENT**

**PROJECT LABOR AGREEMENT  
COVERING CONSTRUCTION OF THE NEW UNION COUNTY  
GOVERNMENT COMPLEX IN ELIZABETH, NEW JERSEY**

**ARTICLE 1 – PREAMBLE**

**WHEREAS**, General Contractors and/or Project Management Firms, on behalf of themselves, and reflecting the objectives of Union County Improvement Authority as Owner, desire to provide for the efficient, safe, quality, and timely completion of the Construction of the New Union County Government Complex (the “Project”), in a manner designed to afford lower reasonable costs to Union County Improvement Authority, the Owner, and the Public it represents, and the advancement of public policy objectives;

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

- (1) ensuring a reliable source of skilled and experienced labor;
- (2) standardizing the terms and conditions governing the employment of labor on the Project;
- (3) permitting wide flexibility in work scheduling and shift hours and times; from those which otherwise might obtain;
- (4) receiving negotiated adjustments as to work rules and staffing requirements from those which otherwise might obtain;
- (5) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (6) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes, and promote labor harmony and peace for the duration of the Projects.
- (7) furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry; 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 General Contractors and or Project Management Firm to be named, and their successors and assigns, for the Project’s construction work to be performed on the property of Union County Improvement Authority in the State of New Jersey and by the Union County Building and Construction Trades Council, AFL-CIO, on behalf of itself and its affiliates and members, 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 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), Project Management Firms (PMF), 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; Union County Improvement Authority is referenced as (Owner); the Union County Building and Construction Trades Council, AFL-CIO is referenced as the BTC, and the work covered by this Agreement (as defined in Article 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 BTC and the GC and/or PMF and will remain in effect until the completion of the Project or until [ ], whichever is later.

**SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT**

This Agreement shall be binding on all signatory Unions and the General Contractor and/or the Project Management Firm 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 and/or PMF on behalf of all Contractors.

#### **SECTION 4. SUPREMACY CLAUSE**

This Agreement, together with the local Collective Bargaining Agreements appended hereto as *Schedule A* represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part, 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/or PMF and any Contractor shall not be liable for any violations of this Agreement by any other Contractor and the BTC and Local Unions shall not be liable for any violations of this Agreement by any other Union.

## **SECTION 6. THE GENERAL CONTRACTOR OR PROJECT MANAGEMENT FIRM**

The GC and/or PMF 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. Union County Improvement Authority 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 Union County Improvement Authority in determining which Contractors shall be awarded contracts for Project work. It is further understood that Union County Improvement Authority 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 and/or PMF, which is performed at any location other than a Project site, as defined in Article 3, Section 1.

## **ARTICLE 3 - SCOPE OF THE AGREEMENT**

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

### **SECTION 1: THE WORK**

This Agreement shall apply to all on-site public construction work, including site preparation, demolition and hazardous waste remediation, for the Owner performed on the Project construction:

The scope of work is confined to the on-site Project work contained in the scope of the final construction contract of the General Contractors and/or PMFs awarded work.

## **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 and/or PMF, 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 GC and/or PMF, which do not perform work at this Project. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Owner, the GC and/or PMF and/or any Contractor. The Agreement shall further not apply to the Owner or any other state or county agency, authority, or other municipal or public entity and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees of any other state authority, agency or entity and its employees from performing on or off-site work related to the Project. As the contracts which comprise the Project work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the General Contractor and/or Project Management Firm 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 pile driving 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/or PMF and a mutually selected third party or, in the absence of agreement, the permanent arbitrator (or designee) designated in Article 7:

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

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 twelve (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 and/or PMF, an exception to, and waiver of, the above per centum limitation upon the number of its employees to be hired through the special provision of Section 2.B above. This exception is based upon hardship and demonstration by the contractor that the Project work would be the contractor's only job and that it would be obliged to lay off qualified minority and female employees in its current workforce moving from the last job. The exception and waiver are also conditioned upon the employees meeting the qualifications as set forth in Section 2.B above.

### **SECTION 3. NON-DISCRIMINATION IN REFERRALS**

The Unions represent that their hiring halls and referral systems will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations, which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

### **SECTION 4. 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, 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, color, creed, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, 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, color, creed, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, 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 Union County Improvement Authority 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 residents of Union County Improvement Authority, 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 in a 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 craftsman he is leading exceed a specified number.

## **ARTICLE 5 - UNION REPRESENTATION**

### **SECTION 1. LOCAL UNION REPRESENTATIVE**



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

## **SECTION 3. LAYOFF OF A STEWARD**

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

## **ARTICLE 6 - MANAGEMENT'S RIGHTS**

### **SECTION 1. RESERVATION OF RIGHTS**

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

### **SECTION 2. MATERIALS, METHODS & EQUIPMENT**

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

## **ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS**

### **SECTION 1. NO STRIKES-NO LOCKOUT**

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

### **SECTION 2. DISCHARGE FOR VIOLATION**

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

### **SECTION 3. NOTIFICATION**

If a Contractor contends that any Union has violated this Article, it will notify the appropriate district or area council of the Local Union involved advising of such fact, with copies of the notification to the Local Union and the BTC. The district or area council, and the BTC shall each instruct, order and otherwise use their best efforts to cause the employees, and/or the Local Unions to immediately cease and desist from any violation of this Article. A district or area

council, or the BTC complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

#### **SECTION 4. EXPEDITED ARBITRATION**

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

- A. A party invoking this procedure shall notify J.J. Pierson Jr, Esq., 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](mailto: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 GC and/or PMF, and the BTC.
- B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the GC and/or PMF, the Local Union involved, and the BTC, 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 Newark office of the New Jersey State Board of Mediation, 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.

### **SECTION 2. COMPOSITION**

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

## **ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE**

### **SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES**

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the

steps described below; provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

Step 1:

- A. When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence, or event giving rise to the grievance, or after the act, occurrence or event became known or should have become known to the Union. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor and the General Contractor and/or Project Management Firm 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 and/or Project Management Firm, as creating a precedent.
- B. Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

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

Step 3:

- A. If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 14 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants) to J.J. Pierson Jr., Esq., at 51 JFK Parkway, First Floor West, Short Hills, New Jersey 07078, telephone number (973) 359-8100, fax number (973) 359-8161, who shall act as the Arbitrator under this 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. 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 and/or PMF, involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.



**SECTION 2. LIMITATION AS TO RETROACTIVITY**

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

**SECTION 3. PARTICIPATION BY GENERAL CONTRACTOR AND/OR PROJECT MANAGEMENT FIRM**

The General Contractor and/or Project Management Firm 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.

3. 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.
4. 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 BTC, and the district or area councils of the unions involved. Upon receipt of a dispute letter from any Union, the Administrator will invoke the procedures set forth in the Plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Article IV of the Procedural Rules of 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 BTC and the district or area councils of the Local Unions involved for the purpose of resolving the jurisdictional dispute.
- C. In order to expedite the resolution of jurisdictional disputes, the parties have agreed in advance to mutually select one of the following designated Arbitrators: Arbitrator 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 and/or Project Management Firm, 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.

- 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 and/or Project Management Firm, 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.
- 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.
- C. 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 work days, must have prior approval of the Construction Project Manager and must be scheduled with not less than five work days’ notice to the Local Union.

B. Second/Shift - The second shift (starting between 2 p.m. and 8p.m.) shall consist of 8 hours work (or 10 hours of work) for an equal number of hours pay at the straight time rate plus 15% in lieu of overtime and exclusive of a 1/2 hour unpaid lunch period.

C. Flexible Starting Times – Shift starting times will be adjusted by the Contractor as necessary to fulfill Project requirements subject to the notice requirements of Paragraph A.

D. It is agreed that when project circumstances require a deviation form the above shifts, the involved unions, contractors and the General Contractor and/or Project Management Firm 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 Year’s Day | Labor Day    |
| Presidents Day | Veterans Day |

Memorial Day  
Fourth of July

Thanksgiving Day  
Christmas Day

\* Presidential Election Day shall be observed as a holiday in a general election year. Work shall be scheduled on Good Friday pursuant to the craft's Schedule A. The Friday after Thanksgiving shall be observed as a holiday for Elevator Constructors Local 1 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.

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

## **SECTION 8. INJURY/DISABILITY**

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall 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 3<sup>rd</sup> and 5<sup>th</sup> 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 collective bargaining agreements providing prevailing wage and fringe benefits as defined in N.J.S.A. 34:11-56.26(9) for the classification in Union 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 and/or PMF for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

## **SECTION 3. INSPECTIONS**

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

## **ARTICLE 15 - NO DISCRIMINATION**

### **SECTION 1. COOPERATIVE EFFORTS**

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

## **SECTION 2. LANGUAGE OF AGREEMENT**

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

## **ARTICLE 16 - GENERAL TERMS**

### **SECTION 1. PROJECT RULES**

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

### **SECTION 2. TOOLS OF THE TRADES**

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

### **SECTION 3. SUPERVISION**

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

### **SECTION 4. TRAVEL ALLOWANCES**

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

## **SECTION 5. FULL WORK DAY**

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

## **SECTION 6. COOPERATION**

The Project Management Firm and/or General Contractor and the Unions will cooperate in seeking any NJS Department of Labor approvals that may be required for implementation of any terms of this Agreement.

## **ARTICLE 17 - SAVINGS AND SEPARABILITY**

### **SECTION 1. THIS AGREEMENT**

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

### **SECTION 2. THE BID SPECIFICATIONS**

In the event that the General Contractor's and/or Project Management Firm'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 Project Management Firm and/or General Contractor, 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 and/or Project Management Firm 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 affective a Local Union during the course of such renegotiations.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the first day of \_\_\_\_\_, 2023.

**Union County Improvement Authority**

**Union County Building and Construction Trades Council AFL-CIO**

\_\_\_\_\_

\_\_\_\_\_

**UNION AFFILIATES**

**SIGNATURES**

ASBESTOS WORKER LOCAL 32

\_\_\_\_\_

BOILER MAKERS LOCAL 28

\_\_\_\_\_

BRICKLAYERS AND ALLIED CRAFTS LOCAL 4

\_\_\_\_\_

CARPENTERS LOCAL 254

\_\_\_\_\_

DOCKBUILDERS LOCAL 1556

\_\_\_\_\_

ELECTRICAL WORKERS LOCAL 102

\_\_\_\_\_

ELECTRICAL WORKERS LOCAL 164 (TELECOM)

\_\_\_\_\_

ELEVATOR CONSTRUCTORS LOCAL 1

\_\_\_\_\_

OPERATING ENGINEERS LOCAL 825

\_\_\_\_\_

IRONWORKERS LOCAL 11

\_\_\_\_\_

STEAMFITTERS LOCAL 475

\_\_\_\_\_

LABORERS LOCAL 3

\_\_\_\_\_

HEAVY CONSTRUCTION LABORERS LOCAL 472

\_\_\_\_\_

PAINTERS AND ALLIED TRADES,  
DISTRICT COUNCIL 21

---

PLUMBERS LOCAL 24

---

RESILIENT FLOORING LOCAL 251

---

ROOFERS LOCAL 4

---

SHEET METAL WORKERS LOCAL 22

---

SHEET METAL WORKERS LOCAL 25

---

SPRINKLER FITTERS LOCAL 696

---

TILE/MARBLE/TERRAZO WORKERS  
LOCAL 7

---

TEAMSTERS LOCAL 560

---

OPERATIVE PLASTERER LOCAL 29

---

MILLWRIGHTS LOCAL 715

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**PROJECT LABOR AGREEMENT  
COVERING CONSTRUCTION OF THE NEW UNION COUNTY GOVERNMENT  
COMPLEX PROJECT  
IN UNION COUNTY IMPROVEMENT AUTHORITY, NEW JERSEY**

**TELE-DATA ADDENDUM**

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.

\_\_\_\_\_  
BY: \_\_\_\_\_

**SIGNATORY UNIONS**

BY: \_\_\_\_\_

**PROJECT LABOR AGREEMENT  
COVERING CONSTRUCTION OF THE NEW UNION COUNTY GOVERNMENT  
COMPLEX IN ELIZABETH, NEW JERSEY**

**SHEET METAL ADDENDUM**

(General Contractor) (Project Management Firm) 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.

(General Contractor) (Project Management Firm) and the Sheet Metal Workers' International Association agree to work with fabrication shops referenced in the Addendum. This joint effort will be directed at improving fabricators' competitiveness through the application of continuous improvement principles.

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(General Contractor)  
(Project Management Firm)

Sheet Metal Workers'  
International Assoc. Local #25

Sheet Metal Workers'  
International Assoc. Local #22

**TEAMSTERS LOCAL 560 ADDENDUM**

1. Notwithstanding the provisions of Article 11, Section 2 of the Project Labor Agreement, a Contractor who becomes signatory to this Project Labor Agreement who is not already a participating and contributing employer to the pension fund(s) specified in the Exhibit A collective bargaining agreement (currently the Trucking Employees of North Jersey Pension Fund; hereinafter the "TENJ Pension Fund," and the Teamsters Local No. 408 Pension Fund), shall make direct all contributions required by the Exhibit A collective bargaining agreement exclusively to the Trucking Employees of North Jersey Annuity Fund, a defined contribution plan. Any such Contractor shall not participate in nor contribute to the TENJ or Local 408 Pension Funds, and shall have no obligation to the TENJ or Local 408 Pension Funds.
  
2. Any Contractor who is already participating in and contributing to the TENJ or Local 408 Pension Fund, separately from this Project Labor Agreement, shall pay contributions as provided for in Article 11, Section 2 of this Project Labor Agreement.

**Agreed to and accepted this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023:**

For the General Contractor:

For Teamsters Local 560

\_\_\_\_\_

\_\_\_\_\_

**PROJECT LABOR AGREEMENT**  
**LETTER OF ASSENT**

Re: Project Labor Agreement  
The Union County Building & Trades Council, AFL-CIO and

\_\_\_\_\_ dated \_\_\_\_\_  
(the "Agreement")

The undersigned, as a General Contractor and/or Project Management Firm, Contractor(s) or Subcontractor(s) on a Contract which is part of the Construction of the New Union County Government Complex in Elizabeth, New Jersey (the "Project"), for and in consideration of the award of a Contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) On behalf of itself and all its employees, accepts and agrees to be bound by 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.
  
- (4) Certifies that it has no commitments or agreements that would preclude its full compliance with the terms and conditions of said Projects Labor Agreement.
  
- (5) 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.

\_\_\_\_\_  
Company Name

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

Contract Number \_\_\_\_\_

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

General Contractor \_\_\_\_\_

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

cc: (Unions employed by Contractor)



**APPENDIX D**  
**PROJECT SPECIFICATIONS**

**APPENDIX D – PROJECT SPECIFICATIONS**

SECTION INCLUDES

- A. Project Manual dated 8 November 2023, comprised of technical specification Divisions 01-33
- B. Drawing documentation dated 8 November 2023

UCGC VOLUME 1 (209 PAGES) refer to G-001 for Drawing List

UCGC VOLUME 2 (407 PAGES) refer to G-002 and G-003 for Drawing List

END OF SECTION