

RSC ARCHITECTS

3 University Plaza Drive, Suite 600, Hackensack, NJ 07601

ADDENDUM No. 5

TO THE CONTRACT DOCUMENTS OF THE PROJECT:

Gerry B. Green Plaza Alterations

**200 West 2nd Street
Plainfield, New Jersey 07060**

For the

Union County Improvement Authority

DATE: August 8th, 2025
RSC Project Number: 158.25.001

NOTICE TO BIDDERS:

The original specifications and drawings, for the project noted above have been amended as noted in this Addendum. Receipt of this Addendum shall be acknowledged by inserting its number and date in the space provided on the Form of Proposal.

I. THIS ADDENDUM CONSISTS OF THE FOLLOWING:

Number of Pages: 108 pages (Including the cover page, description of Addendum, and divider pages)

Included:

- Specifications 106 pages

II. SPECIFICATIONS:

1. The following specifications sections were amended:
 - a. Instructions to Bidders – Section 1.32 Liquidated Damages
 - b. Bid Forms – Bid (Proposal) Form – pg B-5
 - c. Special Conditions – Project Site, Building Limitations and Job Conditions
 - d. Section 01100 – Summary
2. The above mentioned specifications were amended to reflect the updated duration for the shutdown period to twenty (20) business days, inclusive of state and federal holidays.

END OF ADDENDUM DESCRIPTION

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SPECIFICATIONS

UNION COUNTY IMPROVEMENT AUTHORITY
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200 West 2nd Street, Plainfield, New Jersey

ARTICLE 1
INSTRUCTIONS TO BIDDER

1.01 INVITATION TO BID

- A. Sealed bids will be received by the Union County Improvement Authority (UCIA) at its Administrative Offices located at 10 Elizabethtown Plaza, 5th Floor, Elizabeth, New Jersey 07207 at the time and place stated in the Notice to Bidders and shall be publicly opened and read aloud for:

ALTERATION AND ADDITION TO THE GERRY B. GREEN PLAZA ALTERATIONS

1.02 PREPARATION OF BIDS

- A. Bids shall be submitted to the UCIA. Bids shall be submitted only on UCIA bid forms or a true copy thereof. Bids must be submitted in **triplicate (original and two copies)** in an envelope and shall be sealed and plainly marked on the outside to show bidder's name and address, telephone & fax numbers, bid due date, and the name of the bid: "Gerry B. Green Plaza Alterations."
- B. Any bid not prepared and submitted in accordance with the provisions described herein may be considered informal by the UCIA, who reserves the right to waive any informalities in the bid or reject all bids. Any bid received after the time and date specified will not be considered. No bidder shall withdraw a bid within sixty (60) days after the date of the bid opening, except due to mistake pursuant to N.J.S.A. 40A:11- 23.3.
- C. Before submitting its bid, the bidder shall be familiar with the Bid Documents that will form part of the contract and shall have visited the site of the project to confirm for itself the character and amount of work involved. Bidder shall confirm also that it can secure the necessary labor and equipment and that the materials it proposes to use will comply with the requirements of the contract and can be obtained by bidder in the quantities and at the time required.
- D. Where unit prices are required, bidder shall fill in applicable unit prices. Unit prices shall prevail over extended totals, in the event of a discrepancy between them. All unit prices, whether filled in by the bidder or established by the Bid Documents shall become part of the contract. No bid will be considered or award made unless applicable unit prices, as required, are filled in.
- E. Should the bidder discover discrepancies in this Request for Bids, such discrepancies shall immediately be brought to the attention of the UCIA, and the discrepancies

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corrected by written agreement before proceeding further. The correction will be issued by addendum.

- F. Any interpretation or instruction regarding the Bid Documents will be in the form of an addendum to the Bid Documents, and will be furnished to all prospective bidders. Oral explanation or instruction will not be binding. Addenda are amendments to the Bid Documents and shall be considered in preparing bids. Addenda take precedence over all earlier documents and over each other according to the latest date.
- G. Failure of any bidder to receive an addendum shall not relieve such bidder from the obligation imposed by such addendum. Bidders should keep themselves currently acquainted with the Bid Documents during the bidding period and make inquiry on their own initiative as to issuance of any addenda. Receipt of all addenda shall be acknowledged on the Acknowledgement of Receipt of Addenda form provided at page B-15.

1.03 GENERAL INFORMATION

- A. Questions regarding the bid shall be directed in writing to Bibi Taylor of Union County Improvement Authority, Timothy Hennessy of RSC Architects and Bob Pasqual of Pinnacle Consulting and Construction Services via email at btaylorUCIA@ucnj.org , bidding@rscarchitects.com and bobp@pinnacleconsult.net. Written questions must be sent by **Wednesday, August 13th, 2025 at 5:00 PM.**
- B. Any bidder who has found to have prior negative experience, as defined in N.J.S.A 40A:11-4(b). The UCIA reserves the right to exercise this option as it deems proper and/or necessary and in its best interest.
- C. The UCIA is exempt from all taxes including federal excise tax, transportation taxes, state excise, sales tax and local taxes. Contractor is required to familiarize itself with all governing tax laws.
- D. It is understood and agreed that all prices quoted are firm and not subject to any increase during the life of the contract.
- E. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or the drawings and specifications, the UCIA's decision shall be final and conclusive.
- F. The UCIA may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, which includes investigation of any and all subcontractors listed with the bid. The bidder shall furnish any information and data

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for this purpose as may be reasonably requested by the UCIA. The successful bidder may be subject to a criminal background check in accordance with applicable law.

1.04 DELIVERY OF BIDS

- A. Bids shall be delivered to Dr. Bibi Taylor, Executive Director, Union County Improvement Authority, 10 Elizabethtown Plaza, 5th Floor, Elizabeth, New Jersey, no later than the time and date indicated in the Notice to Bidders in a sealed envelope. Bids that arrive after the specified date and time shall be returned to the bidder unopened.
- B. The UCIA shall not be responsible for late postal or overnight delivery, nor shall postmark dates or overnight dates be considered in honoring the bids. The UCIA shall not be responsible for hand delivered bids arriving late or at the wrong location. Unsealed, faxed or e-mailed bids will not be accepted. The UCIA 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.

1.05 BID FORMS

- A. Attention is directed to the fact that this Request for Bids includes a complete set of bid forms.
- B. All bids shall be typewritten or printed in ink on the bid forms furnished by the UCIA. All bids must be signed by the officials of the corporation or company duly authorized to sign bid proposals, and all corrections or erasures shall be initialed by the person signing the proposal or by his/her authorized representative.
- C. In the event there is a discrepancy between the unit price bid and the extended total, the unit price will govern. Any discrepancies will be mathematically adjusted.
- D. All alternates MUST be bid upon. Any bidder's failure to do so will be deemed a material, non-waivable defect and shall render the bid nonresponsive. The bidder shall clearly designate whether the change in price is an addition or subtraction, by using either as "+" sign or the word "addition," or in the alternative, a "-" sign or the word, "minus." If there is no other change in price, the bidder shall insert, "NC" or "No Charge."

1.06 BID SECURITY

- A. Bids must be accompanied by a Certified Check, a Cashier's Check or Bid Bond payable to the order of the UCIA, in the sum of not less than ten (10%) percent of the total amount of the bid, to a maximum of \$20,000.

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- B. All bid deposits shall be returned in accordance with the timeframes provided in N.J.S.A. 40A:11-24, except for the successful bidder(s) whose bid security shall be returned after execution of a formal contract and delivery of the performance bond/labor and material bond and certificates of insurance.
- C. Should the successful bidder fail to enter into a contract after acceptance of the bid by the UCIA, the check or security deposited by such bidder shall, at the option of the UCIA, be retained as liquidated damages, or if a bid bond has been supplied, principal and surety shall be liable to UCIA in the amount of the bid bond.

1.07 CERTIFICATION OF SURETY

- A. All bids shall be accompanied by a consent of surety from a surety company authorized to transact business in the State of New Jersey, stating that the surety will provide a bond in the sum equal to the full amount of the contract price if the contract is awarded to the bidder, conditioned on the faithful performance of the contract in strict accordance with the contract documents, and for the payment of labor, materials and all other indebtedness that may accrue on account of the work. Failure to submit a consent of surety with the bid will result in automatic rejection.

1.08 NON-COLLUSION AFFIDAVIT

- A. The Non-Collusion Affidavit at page B-14 must be filled in completely and sworn to before a Notary Public and provided with the bid. Failure to do so will result in rejection of the bid.
 - 1. Bidder certifies that, to the best of its knowledge, no UCIA official or employee has a vested interest, financial or otherwise, in the bid and if awarded a contract, will have no vested interest, financial or otherwise, in the contract. Bidder or contractor, as the case may be, agrees to comply in all respects with the Public Official and Employee Ethics Act. Bidder or Contractor will inform the UCIA in writing immediately if any potential conflict of interest arises during the course of bidding or during the performance of any contract entered into with the UCIA. Conflict of interest may constitute grounds for disqualification of bidder or termination of any contract following notification by the UCIA to bidder or contractor if same is not corrected by bidder or contractor within the time period established by the UCIA in such notice.

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1.09 OWNERSHIP DISCLOSURE STATEMENT

- A. The Ownership Disclosure Statement at page B-10 shall be completed and sworn to before a Notary Public and submitted with the bid. Failure to do so will result in rejection of the bid.

1.10 PERFORMANCE/PAYMENT BOND

- A. Simultaneously with delivery of the executed contract, the successful bidder shall be required to furnish the UCIA with an executed Performance/Payment Bond (in the sum of one hundred percent (100%) of the Contract amount) from a surety company authorized to do business in the State of New Jersey. The Bond shall be in a form that is satisfactory to the UCIA, and be conditioned for the faithful performance of the contract and for the prompt payment of all materials and labor supplied or performed in the prosecution of the work. It shall be a condition of the bond that labor and material providers furnishing labor and materials in, and for, the prosecution of the work, shall have the right, according to law, to sue in an action of assumpsit, in the name of the obligee, for their use upon said bond, for such sum or sums as may be justly due. A form of Performance/Payment bond acceptable to the UCIA is provided at page B-8. If bidder's surety uses a different form, it must be substantially similar to the form provided at B-8.

1.11 POWER OF ATTORNEY

- A. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified copy of their Power of Attorney to sign said bonds.

1.12 ACCEPTANCE/REJECTION OF BIDS

- A. The UCIA reserves the right to accept or reject any or all items covered in the bid request, or any portion(s) thereof, waive formalities, reject all bids, re-advertise and/or take such other steps decreed necessary and in accordance with all applicable law. Where two or more bidders are tied and all other relevant factors being equal, the UCIA reserves the right to make the award to one of the bidders.
- B. Except as provided in Section 1.13 hereof, the bid is irrevocable by the bidder or the bidder's representatives. The bid, and any award made to the bidder by the UCIA, shall bind the bidder and the bidder's heirs, executors, administrators, successors or assigns.

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- C. Any award of a contract shall be made to the lowest responsible and responsive bidder based on the total lump sum base bid price plus allowances and alternate(s) as selected by the UCIA.
- D. The award of a contract or the rejection of the bids shall be made within sixty (60) days of the date of receiving bids, unless written extensions are requested by the UCIA and accepted by the bidder(s). All bid securities shall be returned immediately if all bids are rejected. The successful bidder(s) to whom the award is to be made will be notified by receipt of the contract or a written "Notice to Proceed" from the UCIA (or its representative).

1.13 WITHDRAWAL OF BIDS

- A. A written request for the withdrawal of a bid, or any part thereof, will be granted if the request is received by the UCIA prior to the specified time of the bid opening. Should a bidder request withdrawal of their bid after the bid opening date and time, the owner has the right to deny said request and require the lowest bidder to perform the work for the price provided in the bid, at the owner's discretion.
- B. Should the bidder refuse to perform the work for the price provided, it will forfeit its bid security and will be held liable for the difference between its low bid and the next highest/responsive bidder.
- C. A bidder may request withdrawal of its bid due to mistake pursuant to N.J.S.A. 40A:11-23.3.

1.14 INDEMNIFICATION

- A. The successful bidder shall be bound by the provisions of the Hold Harmless Clause at page B-13, which Clause shall become part of the contract.

1.15 ASSIGNMENTS

- A. Assignment to any third party of any monies due or to grow due the bidder or any contract based on this bid is prohibited and will not be recognized by the UCIA, except for financing.

1.16 CLASSIFICATION AND QUALIFICATION OF BIDDERS

- A. Pursuant to Resolution of the UCIA adopting the County of Union's policy pursuant to Ordinance No. 557-2002 of the Union County Board of County Commissioners, all bidders for building construction projects shall be classified and qualified in accordance

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with the New Jersey Department of Treasury, Division of Property Management and Construction (DPMC). Bidders must be classified under DPMC classification code No. C008, C009.

1.17 UNCOMPLETED CONTRACTS

- A. The bidder shall submit with its bid a current Classification/Prequalification Certificate and accompanying form(s) indicating the dollar amount of uncompleted contracts, and a notarized and itemized list of uncompleted contracts in the form, “Uncompleted Contracts Affidavit,” provided at page B-20.

1.18 COMPLIANCE WITH LAWS

- A. The contractor shall comply with all State of New Jersey and federal laws as they pertain to the performance under the contract.

Prevailing Wages:

1. The New Jersey Prevailing Wage Law, N.J.S.A. 34:11-56.25 et seq. is hereby made a part of every contract entered into by the UCIA, except those, which are not within the scope of the Law. The successful bidder and its subcontractors shall be obligated to pay workers not less than the prevailing wage rate, to submit certified payrolls as documentation of compliance, and to permit on-site monitoring, including interviews with employees and review of subcontracts, by UCIA and State representatives. The bidder's signature on its proposal is its guarantee that neither bidder nor any of bidder's subcontractors employed to perform the work covered by this bid are listed or are on record as one who has failed to pay prevailing wages in accordance with the provisions of the New Jersey Prevailing Wage Law.
2. Every contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by the contractor in connection with a public work. Payroll records shall be preserved for a period of three (3) years from the date of payment.
3. In the event it is found that any worker employed by the contractor or any subcontractor covered by the contract has been paid a rate of wages less than the prevailing wage required to be paid by the contract, the UCIA may terminate the contractor's or subcontractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages, and to prosecute the work to completion or otherwise.

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B. Equal Employment/Affirmative Action:

1. The successful bidder shall be required to complete and submit an Initial Project Workforce Report Construction, New Jersey Department of Treasury Form AA-201, upon notification of award.
2. The successful bidder shall also be required to submit a copy of its Monthly Project Workforce Report, New Jersey Department of Treasury Form AA-202, to the New Jersey Department of Treasury's Division of Public Contracts Equal Employment Opportunity Compliance and to the UCIA.
3. The successful bidder expressly agrees to comply with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all other applicable federal, state and/or local laws, ordinances, rules, regulations and orders prohibiting discrimination in hiring or employment opportunities. Compliance is not delegable to any union, training program or other source of recruitment, which prevents the contractor from meeting his obligations
4. In the employment of persons for the performance of public work, no contractor or subcontractor nor any person acting on behalf of such contractor or subcontractor shall by reason of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, discriminate against any individual who is qualified and available to perform the work to which the employment relates.
5. The successful bidder shall agree that:
 - a. The successful bidder will be required to comply with the Affirmative Action laws and regulations, including but not limited to, *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27-1 et seq.*
 - b. Exhibit B, Mandatory Equal Employment Opportunity Language – Construction, at page B-22, shall be part of any contract awarded to the successful bidder.
 - c. In the hiring of persons for the performance of work under the 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 the contract, the successful bidder, and his subcontractors and all persons acting on their behalf, shall not, by reason of, age, race, creed, color, national origin, ancestry, marital status, affectional or sexual

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orientation, gender identity or expression, disability, nationality or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

- d. The successful bidder, all subcontractors and all persons on their behalf shall not, in any manner, discriminate against or intimidate any employee engaged in the performance of work under the 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 age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- e. There may be deducted from the amount payable to the successful bidder by the UCIA under the 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 by the successful bidder and the subcontractors or any person acting on their behalf;
- f. The contract may be canceled or terminated by the UCIA, and all money due or to become due under the contract may be forfeited for any violation of this Section 1.18 occurring after notice to the successful bidder/contractor from the UCIA of any prior violation of this Section.
- g. It shall be the successful bidder's (contractor's) responsibility to investigate the applicability of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990 and to comply in all respects to the provisions thereof.

C. Use American Goods and Products, Where Available:

- 1. Bidders shall comply with the requirements of *N.J.S.A. 40A11-18* and use only manufactured and farm products of the United States, wherever available, for the project.

E. OSHA Compliance:

- 1. The contractor shall guarantee that all materials, supplies and equipment to be provided under the contract shall meet all applicable requirements, specifications and standards of the Federal Occupational Safety and Health Act (OSHA) of 1970 as amended to date of acceptance by the UCIA, and shall also apply to contractor's construction procedures.

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F. Applicable Laws:

1. It shall be the responsibility of the contractor alone to investigate and determine the applicability of any and all federal statutes, New Jersey statutes, local ordinances, rules, regulations, etc., as they affect and impact upon this project, and to take all necessary steps to assure the contractor's compliance with the aforementioned requirements. It is specifically stipulated and agreed by and between the UCIA and contractor that no liability or responsibility whatsoever will attach to the UCIA, architect or construction manager in the event of non-compliance with any federal statute, state statute, local ordinance, rule, regulation, etc.
2. The following list of statutes and regulations, which may be applicable in whole or in part, is provided for the benefit of the contractor and is **not meant to be all-inclusive**. In the event that other laws are applicable, it shall be the responsibility and obligation of the contractor to ascertain and comply with them.

2.1 New Jersey Statutes and Regulations

1. N.J.A.C. 17:27-1 *et seq.*, Affirmative Action
2. N.J.S.A. 52:38-1 *et seq.*, Project Labor Agreement
3. N.J.S.A. 34:11-56.25 *et seq.*, Prevailing Wage Act,
4. N.J.S.A. 34:32-44, Business Registration Certificate
5. N.J.S.A. 34:11-56.48 *et seq.*; N.J.A.C. 12:62-1.2 *et seq.*,
Contractor Registration Act
6. N.J.S.A. 52:25-24.2 Stockholder Certificate
7. N.J.S.A. 40A:11-25 Pre-classification of Bidders by NJDPMC

2.2 Federal Statutes

1. Immigration Control and Reform Act (1986) – 8 U.S.C.A. Section 1324(a)
et seq.
2. Civil Rights Act of 1964 – 42 U.S.C.A. Section 1971 *et seq.*
3. The Americans with Disabilities Act of 1990.

1.19 PROJECT LABOR AGREEMENT

- A. Contractor shall abide by the terms of the Project Labor Agreement (PLA), at page B-40 (including obtaining the necessary and applicable Letters of Assent from subcontractors (of any tier). Through the Letters of Assent, the subcontractors (of any

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tier) also must be prepared to abide by the terms of the PLA. Contractor will be required to submit the Letters of Assent to the UCIA with the executed PLA.

1.20 EXAMINATION OF SITE, DRAWINGS AND SPECIFICATIONS

- A. Each bidder shall visit the site(s) of the proposed work during the pre-bid conference and site tour as indicated in the Notice to Bidders and fully acquaint itself with the conditions as they exist so that bidder may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract.

- B. Bidders shall thoroughly examine and be familiar with the Bid Documents. The failure to receive or examine any form, instrument or document, or to visit the site and acquaint itself with conditions there existing shall in no way relieve any bidder from obligation with respect to its bid. By submitting a bid, the bidder agrees and warrants that it has examined the site, the Bid Documents, and that the specifications and drawings are adequate, and the required result can be produced under the drawings and specifications. No claim for any extra will be allowed because of alleged impossibilities in the productions of the results specified or because of unintentional errors or conflicts in the drawings and specifications. No change orders will be issued for items, materials or issues that existed on or with respect to the site prior to bidding.

1.21 DRAWINGS AND SPECIFICATIONS

- A. The project shall be performed in accordance with the requirements of the drawings and specifications, subject to modification as may be provided in General Conditions. The drawings and specifications are intended to complement and supplement each other.

- B. Any work required by either of them and not by the other shall be performed as if denoted in both. Should any work be required, which is not denoted in the specifications or on the drawings because of an obvious omission, but which is, nevertheless, necessary for the proper performance of the project, such work shall be performed as fully as if it were described and delineated.

1.22 NUMBER AND TITLE OF DRAWINGS

- A. The number and title of drawings accompanying the specifications, which form a part of the Bid Documents and upon which the bids shall be based, are listed within the Project Manual.

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1.23 PRE-BID CONFERENCE

- A. A pre-bid conference to answer any questions pertaining to the Bid Documents will be held at the time and place designated in the Notice to Bidders. Questions concerning the Bid Documents may be posed in writing at any time as indicated in the Notice to Bidders. Questions received after that date will not be addressed.
- B. All interpretations and supplemental instructions given by the UCIA or its representatives at the pre-bid conference will be issued in the form of an addendum to the contract documents, which will be sent to all bidders. All such data shall become a part of the Bid Documents. Failure of any bidder to receive any addendum will not relieve the bidder from any obligation under its bid as submitted.
 - No addenda will be issued later than seven (7) days prior to the bid due date, except to extend the bidding due date.

1.24 BRAND NAME OR EQUIVALENT

- A. Whenever a material, article, or piece of equipment is identified in the Bid Documents by reference to manufacturer's name, trade names, catalogue numbers, etc., it is intended to establish a standard. Similar materials, articles, or equipment of other manufacturers of the same general design will be considered provided the Contractor complies with the Division 01 Section "Product Requirements." No substitution will be permitted without the Architects written approval.
- B. Whenever in the Division specifications a manufacturer or product is listed, it shall mean that it includes but is not limited to such manufacturer or product.**

1.25 SUBCONTRACTS

- A. Bidder is specifically advised that any person, firm, or other party to whom it proposes to award a subcontract under the contract must be acceptable to the UCIA, and the Bidder shall furnish all information deemed necessary by the UCIA to determine the qualifications of the proposed subcontractor.

1.26 FORM OF AGREEMENT

- A. The contract to be entered into with the successful bidder will be subject to all statutory provisions on the matter of Public Works, The Law Against Discrimination, the laws governing Equal Employment Opportunity and Affirmative Action, Prevailing Wages, and all other applicable federal and State laws.

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- B. The contract shall be executed by the successful bidder not later than twenty-one (21) days from the date of award by the UCIA.

1.27 MULTIPLE BIDS NOT ALLOWED

No bidder is allowed to submit more than one bid from an individual, firm, partnership, corporation or association under the same or different name. This will be cause for automatic rejection of each bid.

1.28 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Contractors performing covered "public works" as defined by *N.J.S.A. 34:11-56.48 et seq.* must comply with the requirements of *N.J.A.C. 12:62-1.2, 2.1 and 2.2* (as amended) and described below:

Subchapter 1. General Provisions

12:62-1.2 Definitions

“Act” means “The Public Works Contractor Registration Act” ([N.J.S.A. 34:11-56.48 et seq.](#)) and the rules promulgated thereunder.

“Commissioner” means the Commissioner of Labor and Workforce Development or his or her duly authorized representatives.

“Contractor” means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the New Jersey Prevailing Wage Act, P.L. 1963, c.150, [N.J.S.A. 34:11-56.25 et seq.](#), and includes any subcontractor or lower tier subcontractor of a contractor as defined in this section.

“Custom fabrication” means the fabrication of plumbing, heating, cooling, ventilation or exhaust duct systems and mechanical insulation.

“Department” means the Department of Labor and Workforce Development.

“Maintenance” means “maintenance work” as that term is defined at [N.J.S.A. 34:11-56.26](#), namely, the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased.

“Public work” means construction, reconstruction, demolition, alteration, custom fabrication, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program. “Public work” shall also mean construction, reconstruction, demolition, alteration, custom fabrication, or repair work done on any property or premises, whether or not the work is paid for from public

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funds, if, at the time of the entering into the contract the property or premises is owned by the public body or:

- 1. Not less than 55 percent of the property or premises is leased by a public body, or is subject to an agreement to be subsequently leased by the public body; and*
- 2. The portion of the property or premises that is leased or subject to an agreement to be subsequently leased by the public body measures more than 20,000 square feet.*

“Subcontractor” means any subcontractor or lower tier subcontractor of a contractor, including owner operators or independent contractors.

“Worker” includes a laborer, mechanic, skilled or semi-skilled laborer and apprentices or helpers employed by any contractor or subcontractor and engaged in the performance of services directly upon a public work, regardless of whether their work becomes a component part thereof, but does not include material suppliers or their employees who do not perform services at the job site. For the purposes of these rules, contractors or subcontractors engaged in custom fabrication shall not be regarded as material suppliers.

12:62-2.1 Registration Required

(a) No contractor shall bid on any contract for public work unless the contractor is registered pursuant to the Prevailing Wage Act. In addition:

- 1. No contractor shall list a subcontractor in a bid proposal for a public works contract unless the subcontractor, as required, is registered pursuant to the terms of N.J.S.A. 34:11-56.48 et seq., the Public Works Contractor Registration Act, at the time the bid is submitted to the public entity; and*
- 2. No contractor or subcontractor not listed on the bid proposal shall engage in the performance of any public work project unless the contractor or subcontractor is registered pursuant to the Act.*

(b) Any contractor which seeks to register under the Act shall apply to the Division of Wage and Hour Compliance, within the Department of Labor and Workforce Development. For this purpose, the Department shall prepare a “New Jersey Department of Labor and Workforce Development Application for Public Works Contractor Registration.” This form shall be available from the Department.

(c) As part of its application to the Department, a contractor shall provide all required information and documents requested by the Application for Public Works Contractor Registration. The information to be submitted for review shall include:

- 1. The name, principal business address, telephone and fax number as well as any e-mail address of the business;*
- 2. Whether the contractor or subcontractor is a corporation, partnership, sole proprietorship, or other form of a business entity;*
- 3. The name and address of the custodian of records and agent for service of process within the State of New Jersey;*

UNION COUNTY IMPROVEMENT AUTHORITY

**Gerry B. Green Plaza Alterations
200 West 2nd Street, Plainfield, New Jersey**

4. *The name, addresses of residence, and telephone number of each person with a financial interest in the business and the percentage of interest, except that if the business is a publicly traded corporation, the contractor shall supply the names and addresses of residence of the corporation's officers;*

5. *The business' Federal Employer Identification Number and State of New Jersey Taxpayer Identification Number;*

6. *A history of previous and/or current labor law violations and the final dispositions of such violations and any violations, or pending violations, brought by a governmental entity of criminal or civil statutes and/or regulations which would reflect upon the fitness of the applicant/contractor to bid on or engage in public work projects;*

7. *Proof of workers' compensation insurance; and*

8. *Any other relevant and appropriate information from a particular applicant as determined by the Commissioner*

(d) The contractor shall pay an initial, non-refundable, annual registration fee of \$300.00 to the Commissioner. The non-refundable fee for the second annual registration shall be \$300.00. Upon successful completion of two consecutive years of registration, a contractor may elect to register for a two-year period and pay a non-refundable registration fee of \$500.00. However, a two-year registration will only be granted if the applicant has not violated the Act and/or the Prevailing Wage Act or these rules during the period of licensure preceding submission of the renewal application.

(e) An applicant shall fully and accurately complete all relevant parts of the Application for Public Works Contractor Registration. Failure to provide a complete application shall result in rejection.

(f) An applicant who fails to provide specifically requested additional information or documentation shall be considered not in compliance with the Act and shall be subject to rejection.

(g) If the applicant knowingly supplies incomplete or inaccurate information to the Department in connection with his or her application, he or she shall be disqualified under these rules, barred from reapplying for registration for a period of up to one year from the date of notice of disqualification, and may be subject to other penalties described in [N.J.A.C. 12:62-2.3](#), [2.4](#) and [2.5](#).

12:62-2.2 Issuance and term of a certificate of registration

(a) Upon receipt of the fee, a fully completed form and all documentation required under [N.J.A.C. 12:62-2.1](#), the Commissioner shall issue a certificate of registration to the contractor within 30 days.

(b) An initial certificate of registration shall be valid only for a period of one calendar year from the date of registration.

(c) Registration shall be renewed not less than 30 calendar days prior to the expiration date of the immediately preceding registration. However, renewal shall be predicated

UNION COUNTY IMPROVEMENT AUTHORITY

Gerry B. Green Plaza Alterations
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upon the contractor not having knowingly or willfully violated the provisions of the Act or of the New Jersey Prevailing Wage Act during the period of licensure preceding the renewal application.

(d) Each contractor shall, after the bid is made and prior to the awarding of the public works contract, submit to the public entity for whom the work is to be performed the certificates of registration for all subcontractors listed in the bid proposal.

(e) A certificate of registration shall not be transferable.

(f) A registered contractor who allows his or her contractor registration certificate to expire prior to attempting to renew same, must subsequently apply for a registration certificate as if for the first time.

1.29 BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

- A. Business Registration: All for-profit New Jersey business organizations and foreign business organizations doing business in the State of New Jersey are required to obtain a Business Registration Certificate from the State of New Jersey Department of Treasury, Division of Revenue prior to conducting business in the State of New Jersey. "Business organization" means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof.
- B. Proof of valid business registration with the State of New Jersey Department of Treasury, Division of Revenue shall be submitted by the bidder in the form of a valid Business Registration Certificate prior to the time a contract is awarded. The successful bidder must include proof of its own business registration and proof of the business registrations of those subcontractors required to be listed in the bid pursuant to N.J.S.A. 40A:11-16.
- C. Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.
- D. For the term of the contract, the contractor and each of its affiliates and each subcontractor and each of its affiliates, as defined in N.J.S.A. 52:32-44, shall collect and remit to the Director, New Jersey Division of Taxation, the sales and/or use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

UNION COUNTY IMPROVEMENT AUTHORITY

Gerry B. Green Plaza Alterations
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1.30 PAY TO PLAY

- A. Pursuant to *N.J.S.A.* 19:44A-20.27, contractors doing business with public entities must file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) if they receive contracts in excess of \$50,000 per year from public entities. Bidders are responsible for determining whether a filing with ELEC is necessary. Additional information on this matter may be obtained from ELEC at 888-313-3532 or at www.elec.state.nj.us.

1.31 PUBLIC INFORMATION

- A. Any and all information submitted with or, where permitted by law, submitted subsequent to the bids, will be considered public information subject to disclosure to the public. Submission of a bid will constitute a full waiver by bidder of any right to confidentiality with regard to information that is submitted with the bid or subsequently provided to the UCIA pursuant to the requirements of the bid documents. However, if bidder chooses to include material of a proprietary nature in its bid, the UCIA will attempt to keep such material confidential to the extent permitted by applicable law. The bidder must specifically identify each page 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 bid to assist the UCIA in protecting this information. The bidder shall include the following notice in the introduction of the relevant section:

"The data on pages ___ identified by ___ (symbol) and labeled "Proprietary Information," contain information that is a trade secret and/or which, if disclosed, would cause substantial injury to bidder's competitive position. (Insert Name of 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 UCIA determines it proper or to the extent that the UCIA deems disclosure necessary according to law. If an award is made under this bid, the UCIA will have the right to use or disclose the data as permitted or required by law."

The UCIA will seek to prevent the unauthorized disclosure of this information in applying the proprietary standard to marked data. However, the UCIA assumes no 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.

UNION COUNTY IMPROVEMENT AUTHORITY

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200 West 2nd Street, Plainfield, New Jersey

1.32 LIQUIDATED DAMAGES

- A. **Liquidated Damages:** If the project is not completed within the time specified herein or within such further time as may have been granted by the UCIA, the contractor hereby agrees to pay to the UCIA as liquidated damages, but not as a penalty, \$1,500 per day for each and every calendar day that contractor is in default on the time to complete the project. Liquidated damages will be deducted from moneys due the contractor and if the damages exceed such amount, the contractor and/or its surety will be liable to pay the excess.
- B. **Liquidated Damages for (20) Business Day Office Shutdown inclusive of State and Federal Holidays:** If the work outlined for the (20) business day Office Shutdown in section “011000 – Summary section 1.5 Work Covered by Contract Documents” is not completed within the time specified herein or within such further time as may have been granted by the UCIA for the 20 business day shut down, the contractor hereby agrees to pay to the UCIA as liquidated damages for spaces that are not conditioned, but not as a penalty the following sum per calendar month per tenant who may not resume use of the office space:

JP Morgan Chase = **\$8,945.00 per Month**
Dental Health Associates = **\$17,070.00 per Month**
Office of Legislative Services = **\$3,900.00 per Month**
The Community Health Group (JFK Medical) = **\$3,480.00 per Month**
United Way of Greater Union County = **\$1,350.00 per Month**
State of New Jersey – DCA = **\$9,240.00 per Month**
Union County Learning Link = **\$5,640.00 per Month**
State of New Jersey – Workers Comp = **\$20,070.00 per Month**
State of New Jersey – DOL = **\$8,220.00 per Month**
County of Union = **\$59,200.00 per Month**
State of New Jersey – DOL = **\$85,833.00 per Month**

(1) One day beyond the (20) business day office shutdown will constitute (1) one calendar month. Liquidated damages will be deducted from moneys due the contractor and if the damages exceed such amount, the contractor and/or its surety will be liable to pay the excess. See section “1.6 WORK PHASING” in specification “011000 – SUMMARY” for an outline of the work required to be completed.

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1.33 INSURANCE REQUIREMENTS

The UCIA requires all bidders to comply with the insurance requirements set forth in the Supplementary Condition to the Contract. A certificate of insurance evidencing the required coverage and amounts must be filed with the UCIA at the time of execution of the contract and prior to commencement of any work.

UNION COUNTY IMPROVEMENT AUTHORITY

**Gerry B. Green Plaza Alterations
200 West 2nd Street, Plainfield, New Jersey**

BIDDERS CHECKLIST

BIDDER'S NAME _____

Items 1 through 27 are the forms which must be completed and/or provided in **TRIPLICATE (original and two copies)** with the Bid.

BIDDER MUST INITIAL EACH ENTRY AND SIGN AND DATE THIS FORM.

	<u>Bidder's Initials</u>
1. This Bidder's Checklist	_____
2. Bid Form, Pages B-3 to B5	_____
3. ** Bid Security in the form of Certified Check, Cashier's Check or Bid Bond; see Page B-6	_____
4. ** Consent of Surety, Page B-7 (See sample Performance/Payment Bond at Page B-8)	_____
5. ** Ownership Disclosure Statement, Page B-10	_____
6. Plumbers Compliance Affidavit, Page B-12	_____
7. Hold Harmless Clause, Page B-13	_____
8. Non-Collusion Affidavit, Page B-14	_____
9. ** Acknowledgement of Receipt of Addenda to Bid Documents, Page B-15	_____
10. ** List of Subcontractors as required by N.J.S.A.40A:11-16, Page B-16	_____
11. ** Certified Financial Statement prepared within last 12 months (See Page B-17) (Omitted)	_____
12. Public Contractors Registration Act Certificate for Contractor and Subcontractors listed in N.J.S.A.40A:11-16. See N.J.S.A. 34:11-56-48	_____
13. Business Registration Certificate for Contractor and Subcontractors listed in N.J.S.A. 40A:11-16. See N.J.S.A. 52:32-44; see also Page B-19	_____
14. N.J. Div. of Property Management & Construction (DPMC) Certificate/ Notice of Classification	_____
15. Uncompleted Contracts Affidavit, Page B-20	_____
16. Affirmative Action Compliance, Page B-21	_____
17. Certificate of Bidder Showing Ability to Perform Contract, Page B-26	_____

[Continued on next page]

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Gerry B. Green Plaza Alterations

200 West 2nd Street, Plainfield, New Jersey

BIDDERS CHECKLIST (Continued)

BIDDER'S NAME _____

- 18. Equipment Statement, Page B-27 _____
- 19. Americans with Disability Act Language, Page B-28 _____
- 20. Statement of Bidder's Qualifications, Page B-30 _____
- 21. Contractor Performance Record, Page B-33 _____
- 22. Affidavit Regarding List of Debarred, Suspended or Disqualified Bidders, Page B-36 _____
- 23. Certificate of Insurance Statement, Page B-37 _____
- 24. Acknowledgement of PLA, Page B-38 _____
- 25. Time of Completion, Page B-70 _____
- 26. Agreement for Use of Bid Documents in Electronic Form, Page B-71 _____

** Failure to submit any of these items will result in MANDATORY rejection of the bid; failure to submit with the bid cannot be cured. Failure to submit any of the unstarred items may result in rejection of the bid.

The undersigned hereby acknowledges the above-listed requirements.

NAME OF BIDDER:

Person, Firm, or Corporation

Signature

Title

UNION COUNTY IMPROVEMENT AUTHORITY

Gerry B. Green Plaza Alterations
200 West 2nd Street, Plainfield, New Jersey

Bidder's Name _____

BID FORM

Having inspected the site of the Work, the undersigned will furnish all labor, material, equipment and services necessary for the complete construction of the **Gerry B. Green Plaza Alterations**, as defined in the Bid Documents, for the contract amount indicated below, in strict accordance with the Bid Documents:

BASE BID ITEM:

(Identified individually for accounting and invoicing purposes)

Words

Figures

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

Three Hundred and Fifty Thousand Dollars

Words

\$350,000.00

Figures

TEMPORARY CONDITIONING CONTINGENCY: (To be used if and when directed by the Union County Improvement Authority)

Seventy Thousand Dollars

Words

\$70,000.00

Figures

TOTAL BASE BID PLUS CONTINGENCIES:

Words

\$ _____

Figures

ALTERNATE PRICES

ADD ALTERNATE #1 – Elevator Modernization: Modernize three existing elevator controls and devices per the contract documents.

Additional Cost - Words

\$ _____

Additional Cost - Figures

ALTERNATE # 1 - ELEVATOR CONTINGENCY: (To be used if and when directed by the Union County Improvement Authority)

Fifty Thousand Dollars

Words

\$50,000.00

Figures

TOTAL ALTERNATE #1 BID PLUS ALTERNATE #1 CONTINGENCIES:

Words

\$ _____

Figures

[Continued on next page]

ADD ALTERNATE #2 – Interior Painting: County and Additional Tenant wall painting to be performed as indicated on the architectural floor plans.

Additional Cost - Words

\$ _____
Additional Cost - Figures

ADD ALTERNATE #3 – Ceiling Tile Replacement: Replace ceiling tiles and paint ceiling grid as indicated on the architectural floor plans.

Additional Cost - Words

\$ _____
Additional Cost - Figures

**Gerry B. Green Plaza Alterations
200 West 2nd Street, Plainfield, New Jersey**

Bidder's Name _____

BID FORM (continued from B-3)

**Gerry B. Green Plaza Alterations
200 West 2nd Avenue, Plainfield, New Jersey**

Bidder's Name _____

BID FORM (continued from B-3)

Further, the undersigned agrees, if awarded the contract, to execute an agreement for the above stated Work on the Standard Form of Agreement Between Owner and Contractor, AIA Document A132 - 2019/Construction Manager as Advisor Edition. The undersigned also agrees, if awarded the contract, that Bidder will pay the UCIA \$1,500 per day for each calendar day beyond the completion Date that is set forth in the schedule provided in the Bid Documents and further agrees to the liquidated damages to be applied to the (20) business day office shutdown (inclusive of State and Federal Holidays) .

The undersigned acknowledges that, during the progress of the Work or delivery of the materials to be furnished, two percent (2%) of the contract price shall be retained until said work is fully completed and accepted (including all punch list items, delivery of warranties and submission and acceptance of all contract close out documentation).

The undersigned, acting through its authorized officers and intending to be legally bound, agrees that this bid proposal shall constitute an offer by the undersigned to enter into a contract with the acts and things therein provided, which offer shall be irrevocable for sixty (60) calendar days from the date of opening hereof and that the Owner may accept this offer at any time during said period by notifying the undersigned of the acceptance of said offer.

No member, employee or officer of the Gerry B. Green Plaza Alterations or the Union County Improvement Authority is directly interested in this proposal, or in the supplies or work to which it relates, or to any portion of the profits thereof

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates, and hours of labor set forth in the contract documents.

NAME OF BIDDER

ADDRESS OF BIDDER

BY: _____
ORIGINAL SIGNATURE

**ORIGINAL SIGNATURE OF
CORPORATE SECRETARY**

PRINT NAME OF CORP. SECTY

PRINT NAME

[Corporate Seal]

_____ TITLE

FAX: _____

E-Mail: _____

Phone: _____

UNION COUNTY IMPROVEMENT AUTHORITY

Gerry B. Green Plaza Alterations

200 West 2nd Street, Plainfield, New Jersey

Bidder's Name _____

BID FORM (continued from B-4)

NOTE:

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

SAMPLE BID BOND FORM

THIS SAMPLE BID BOND CONTAINS LANGUAGE THAT IS ACCEPTABLE TO THE UCIA; ANY LANGUAGE THAT LIMITS THE BID BOND TO THE DIFFERENCE BETWEEN THE BID AMOUNT AND SUCH LARGER AMOUNT FOR WHICH THE UCIA COULD CONTRACT SHALL NOT BE ACCEPTABLE

THIS BOND, made this _____ day of _____, 2022.

WITNESSETH:

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

_____, as Principal and
_____, as
Surety, are held firmly bound unto the Union County Improvement Authority, as Owner, in the sum of Ten Percent (10%) of Amount of Bid, but in no case in excess of \$20,000, for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above 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 for

NOW, THEREFORE,

- (a) If said Bid be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Agreement attached hereto (properly completed in accordance with said Bid), and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be null and void; otherwise the same shall remain in full 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 obligation of said Surety and its bond shall in no way be impaired or affected by an extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the **Principal and the Surety** have hereunto set their hands and seals, and in such of them as are corporations have caused their corporate seals to be hereto affixed and those present to be signed by their proper officers, the day and year first set forth above.

by Principal: _____ by Surety: _____

NOTE: POWER OF ATTORNEY OF OFFICERS OF SURETY COMPANY DEMONSTRATING AUTHORITY TO EXECUTE THE BID BOND MUST BE SUBMITTED WITH THE BID BOND.

UNION COUNTY IMPROVEMENT AUTHORITY

Gerry B. Green Plaza Alterations

200 West 2nd Street, Plainfield, New Jersey

Bidder's Name _____

**CONSENT OF SURETY
TO ACCOMPANY PROPOSAL (BID)**

_____ (hereinafter called Surety), organized and existing under the laws of the State of _____ duly authorized and qualified to transact business in the State of New Jersey, in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration, hereby certifies and agrees that if the contract for which the attached proposal is made be awarded to _____ (hereinafter called Contractor) for the performance of certain work and labor or the supplying of certain materials, or both, as more particularly set forth in said proposal and described for purposes of this instrument as a proposal to the Union County Improvement Authority (UCIA) for the Gerald B. Green Building Systems Alterations

- Alteration and Addition, and if Contractor shall enter into the contract, Surety will become bound as surety for its faithful performance, and labor and material payment, and will provide the Contractor with a performance, labor and material payment bond in the full amount of the contract price.

NAME OF SURETY

ADDRESS: _____

By: _____

ORIGINAL SIGNATURE - ATTORNEY-IN-FACT FOR SURETY CO.

NOTE: POWER OF ATTORNEY OF OFFICERS OF SURETY COMPANY DEMONSTRATING AUTHORITY TO EXECUTE THIS DOCUMENT MUST BE SUBMITTED.

SAMPLE PERFORMANCE/PAYMENT/WARRANTY BOND
Consolidated Bond Form

- A. **Performance Bond**
- B. **Payment of Labor & Material Bond**
- C. **1-Year Warranty**

KNOW ALL MEN BY THESE PRESENT THAT WE, the undersigned, _____

as Principal, and _____
as the Surety, are held and firmly bound unto the Union County Improvement Authority, hereinafter called "the Union County Improvement Authority," and as hereinafter set forth, in the full and just several sum of

(a) _____ Dollars (_____)

for faithful performance of the contract as designated in Paragraph "A" and

(b) _____ Dollars (_____)

for payment of labor and materials as designated in Paragraph "B"

(c) _____ Dollars (_____)

to guarantee remedy of defects as designated in Paragraph "C" lawful money of the United States of America, to be paid to the Union County Improvement Authority or its assigns, to which payment well and truly to be made and done, we bond ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Sealed with our respective seals and dated this ____ day of _____ 20__.

WHEREAS, the above bounden Principal has entered into a contract with the Union County Improvement Authority, bearing even date herewith, for Contract No. _____

_____ upon certain terms and conditions in said contract more particularly mentioned, and:

WHEREAS, it is one of the conditions of the award of the Union County Improvement Authority pursuant to which said contract is about to be entered into, that these presents be executed.

NOW THEREFORE, the joint and several conditions of this obligation are such:

"A" – That if the above bounden Principal as Contractor shall well and faithfully do and perform the things agreed by him to be done and performed according to the terms of the said Contract therein referred to and made a part thereof and such alterations as may be made in said work as therein provided and which are hereby made a part of this Bond the same as though they were set forth herein, and shall indemnify and save harmless the said Union County Improvement Authority and all of its officers, agents and employees from any expenses incurred through the failure of said Contractor and any of its subcontractors to complete the work as specified and for any damages growing out of the manner of performance of said Contract by said Contractor or his subcontractors or his or their agents or servants, including patent, trademark and copyright infringements; then this part of this obligation shall be void; otherwise it shall be and remain in full force and effect.

"B" – That if the above bounden Principal shall and will promptly pay or cause to be paid, all sums of money which may be due any person, co-partnership, association or corporation including any subcontractors for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor enter into and become component parts of the work or improvement contemplated, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

"C" – That if the above bounden Principal shall remedy without cost to the said Union County Improvement Authority any defects which may develop during the period of one (1) year from date of completion and acceptance of the work performed under said Contract, provided such defects, in the judgment of the Union County Improvement Authority or its successors, are caused by defective or inferior materials or workmanship, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

It is further agreed that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Union County Improvement Authority of any extension of time for the performance of the contract or any other forbearance on the part of either the Union County Improvement Authority or the Principal and the Surety or Sureties or either or any of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety or Sureties or any such alterations, extension, or forbearance being hereby waived.

The Principal and Surety hereby jointly and severally agree with the obligee herein that every person, co-partnership, association or corporation who, whether as subcontractor or otherwise, has furnished material or supplied or performed labor in prosecution of the work as above provided and who has not been paid therefor, may sue in assumpsit of this bond in the name of the Union County Improvement Authority for his, their, or its use, prosecute the same to final judgment for such sum or sums as may be justly due him, them, or it and have execution thereon; provided, however, that the Union County Improvement Authority shall not be liable for the payment of any costs or expenses of any such suit and further provided that the subcontractors or otherwise shall not have the right to sue or bring action against the Union County Improvement Authority directly.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under seal the day and year above written.

WITNESS:

(Principal)

BY: _____
(Signature of Principal)

(Type Name and Title of
Principal's Signatory)

(Type Name of Surety Co.)

BY: _____
(Signature of Attorney-in-Fact)

UNION COUNTY IMPROVEMENT AUTHORITY

Gerry B. Green Plaza Alterations

200 West 2nd Street, Plainfield, New Jersey

Bidder's Name _____

OWNERSHIP DISCLOSURE STATEMENT

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

CHECK ONE

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

OR

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

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
- Limited Partnership Limited Liability Corporation Limited Liability Partnership
- Subchapter S Corporation

Complete if Bidder is one of the 3 types of corporations:

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

All Bidders:

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders/Partners/Principals:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

[Continued on next page]

UNION COUNTY IMPROVEMENT AUTHORITY

Gerry B. Green Plaza Alterations

200 West 2nd Street, Plainfield, New Jersey

Bidder's Name _____

OWNERSHIP DISCLOSURE STATEMENT (Continued from B-10)

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

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

NAME OF BIDDER: _____

Subscribed and sworn before me this ____ day of _____, 2__.

By: _____
(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

UNION COUNTY IMPROVEMENT AUTHORITY

Gerry B. Green Plaza Alterations

200 West 2nd Street, Plainfield, New Jersey

Bidder's Name _____

AFFIDAVIT OF COMPLIANCE
PLUMBING CONTRACTOR

Public Law 1987, Chapter 442 (N.J.S.A. 45:14C-2) defines Plumbing Contractor as a licensed master plumber that shall be the holder of not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other firm or legal entity engaging in the business of plumbing contracting in the State and shall employ either journeyman, plumbers or apprentice plumber or both.

Due to the enactment of Public Law 1987, Chapter 442, Plumbing Subcontractor listed in the Bid pursuant to N.J.S.A. 40A:11-16 must certify the following:

I certify that I own not less than (____) 10% of the issued and outstanding shares of stock in the plumbing subcontractor company set forth below, or not less than (____) 10% of the capital of the partnership, or not less than (____) 10% of the ownership of any other firm or legal entity.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me is willfully false, I am subject to punishment.

NAME OF PLUMBING SUBCONTRACTOR

SWORN AND SUBSCRIBED TO
BEFORE ME THE _____ DAY
OF _____, 20____

Signature of Notary Public
Notary Public of _____
My Commission expires _____

SIGNATURE OF MASTER PLUMBER

PRINT NAME OF MASTER PLUMBER

TITLE

NAME OF BIDDER FOR WHOM THE WORK WILL BE DONE:

UNION COUNTY IMPROVEMENT AUTHORITY

Gerry B. Green Plaza Alterations

200 West 2nd Street, Plainfield, New Jersey

Bidder's Name _____

HOLD HARMLESS CLAUSE

- A. The Contractor shall indemnify and save harmless the Union County Improvement Authority, the County of Union, the Gerald B. Green Building Systems Alterations, their elected and appointed officers, professionals, consultants, agents and employees, including their individual members, and the Architect and Construction Manager, and their employees and agents (collectively, the "Indemnified Parties"), from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought against or recoverable from the Indemnified Parties, including attorney's fees, by reason of any act or omission of the Contractor, its agents, employees, assigns, subcontractors and any entity acting in the Contractor's behalf and on the Contractor's direction in the execution of any work for the project, and any activities directly or indirectly incidental thereto. This specifically includes any negligence or carelessness of the Contractor in failing to review all plans, specifications, and other documents published by the Indemnified Parties in connection with the preparation and award of the contract.

- B. The Contractor shall assume all risk and bear any loss or injury to the property or any person which is caused by Contractor's negligence, including its negligent failure to notify the Indemnified Parties of any dangerous condition requiring the Indemnified Parties' action, during the progress of the work provided for in the contract, including periods when the Contractor is not present on the site, until the work shall have been completed and accepted. The Contractor shall also assume all responsibility for any and all loss by reason of the Contractor's negligence or violation of any local, state, or federal law, regulation, practice, or order. The Contractor shall give the Union County Improvement Authority and all other appropriate authorities all required notices relating to the work provided for in the contract, including all notices of dangerous conditions.

- C. The Contractor, in executing the agreement for the work, represents to the Indemnified Parties that the contents of this hold harmless clause have been communicated to its subcontractors and employees and that this representation is made on behalf of both the Contractor and all persons and entities acting in the Contractor's behalf including subcontractors and employees.

ATTEST: _____

_____ Name of Bidder

By: _____

Print Name: _____

Title: _____

UNION COUNTY IMPROVEMENT AUTHORITY

Gerry B. Green Plaza Alterations

Bidder's Name _____

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

STATE OF _____)
)
COUNTY OF _____)

SS:

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

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

NAME OF BIDDER

SIGNATURE

TITLE

NOTE: This Affidavit must be executed by the same person who signed the BID FORM (pages B-3 to B-5).

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

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

UNION COUNTY IMPROVEMENT AUTHORITY

Gerry B. Green Plaza Alterations

200 West 2nd Avenue, Plainfield, New Jersey

Bidder's Name _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

Pursuant to N.J.S.A. 40A:11-23.2(e), the undersigned bidder, hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the UCIA's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

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

IF NO ADDENDA ISSUED, INSERT "NONE" HERE: _____

ACKNOWLEDGMENT BY BIDDER:

NAME OF BIDDER: _____

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

DATE: _____

UNION COUNTY IMPROVEMENT AUTHORITY

Gerry B. Green Plaza Alterations

200 West 2nd Street, Plainfield, New Jersey

Bidder's Name _____

SUBCONTRACTOR IDENTIFICATION STATEMENT

LIST OF SUBCONTRACTORS

*This form is **ONLY** required for plumbing and gas fitting, steam and hot water heating and ventilating apparatus, steam power plants, electrical work, structural steel, ornamental iron work, and any other trades required to be identified by the specifications if bidder is not using any subcontractors, certify below.*

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

Company Name: _____
Address: _____
Telephone: _____ Subcontract Amount: \$ _____
Description of Work Subcontracted: _____
License No. _____

Company Name: _____
Address: _____
Telephone: _____ Subcontract Amount: \$ _____
Description of Work Subcontracted: _____
License No. _____

Company Name: _____
Address: _____
Telephone: _____ Subcontract Amount: \$ _____
Description of Work Subcontracted: _____
License No. _____

NAME OF BIDDER

Date _____

ADDRESS

By:

PRINT NAME AND TITLE

IF MORE THAN THREE SUBCONTRACTORS, PLEASE COPY THIS SHEET AS NECESSARY AND SUBMIT ALL SHEETS WITH BID.

(THIS FORM HAS BEEN DELETED)

UNION COUNTY IMPROVEMENT AUTHORITY

Gerry B. Green Plaza Alterations

200 West 2nd Street, Plainfield, New Jersey

Bidder's Name _____

FINANCIAL STATEMENT

as of _____ 2022

NAME _____ RESIDENCE _____
OCCUPATION _____ BUSINESS _____
OR PROFESSION _____ ADDRESS _____

I make the following statement of all my assets and liabilities at the close of business on the date indicated above

(Name and Location of Financial Institution)

and give other material information for the purpose of obtaining advances on notes and bills bearing my signature, endorsement guaranty, and for obtaining credit upon present and future applications.

ASSETS		LIABILITIES and NET WORTH	
Cash on Hand	\$	Notes Payable to Banks-Unsecured Direct borrowings only	\$
Cash in Banks		Notes Payable to Banks-Secured Direct borrowings only	
Notes Receivable		Notes Payable to Others-Unsecured	
Accounts Receivable		Notes Payable to Others-Secured	
Loans Receivable		Accounts Payable	
Life Insurance-Cash Surrender Value (Do not deduct loans)		Loans against Life Insurance	
Securities-Readily Marketable U.S. Govt. & listed on Stock Exchanges		Real Estate Mortgages Payable	
Securities-Not Readily Marketable Unlisted stocks & bonds		Real Estate Taxes & Assessments Payable	
Mortgages Owned		Federal & State Income Taxes	
Real Estate Owned		Other Taxes	
Automobile(s) Registered in own name		Interest Payable on loans, mortgages, etc.	
Other Assets (Itemize)		Brokers Margin Accounts	
		Other Liabilities (Itemize)	
		Net Worth	
TOTAL ASSETS		TOTAL LIABILITIES & NET WORTH	

(THIS FORM HAS BEEN DELETED)

Certification – This is to certify that all the statements contained herein and in any supporting schedules are true and give a correct showing of any financial condition as of the date indicated. I further certify that I had no liabilities, direct or contingent, business or accommodation, except as set forth in this statement, and that the title to all assets therein set forth is in my name: Solely, except as may be otherwise noted. IN THE EVENT OF ANY MATERIAL ADVERSE CHANGE IN MY FINANCIAL CONDITION, I AGREE TO NOTIFY THE FINANCIAL INSTITUTION NAMED HEREIN IMMEDIATELY IN WRITING.

Signed this _____ day of _____, 20_____

(Signature)

NOTE: IF YOU ARE ENCLOSING AN ANNUAL REPORT OR AUDITOR'S REPORT IN CONNECTION WITH YOUR BID IN LIEU OF COMPLETING THE SAMPLE "FINANCIAL STATEMENT" INCLUDED IN THE BID PACKAGE, PLEASE SIGN THE CERTIFICATION STATEMENT LISTED BELOW AND ATTACH TO THE ANNUAL/AUDITOR'S REPORT.

CERTIFICATION: This is to certify that all the statements contained herein and in any supporting schedules are true and give a correct showing of my financial condition as of the date indicated. I further certify that I had no liabilities, direct or contingent, business or accommodation, except as set forth as in my name solely, except as may be otherwise noted.

Signed this _____ day of _____, 2022.

Signature

UNION COUNTY IMPROVEMENT AUTHORITY

Gerry B. Green Plaza Alterations

200 West 2nd Street, Plainfield, New Jersey

Bidder's Name _____

BUSINESS REGISTRATION

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

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

Proof of business registration shall be:

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

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

Note: A NJ Certificate of Authority is not acceptable.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112813533	

ATTACH BRC HERE

UNION COUNTY IMPROVEMENT AUTHORITY

Gerry B. Green Plaza Alterations

200 West 2nd Street, Plainfield, New Jersey

Bidder's Name _____

UNCOMPLETED CONTRACTS AFFIDAVIT

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

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

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS \$ _____

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

Notary Public

BIDDER:

(Signature)

(Print Name)

UNION COUNTY IMPROVEMENT AUTHORITY

Gerry B. Green Plaza Alterations

200 West 2nd Street, Plainfield, New Jersey

Bidder's Name _____

AFFIRMATIVE ACTION COMPLIANCE

General Requirements of P.L. 1975, c. 127 – The undersigned bidder is hereby put on notice and acknowledges that:

Bidders are required to comply with Affirmative Action / Equal Employment Opportunity law as set forth in N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27.

In particular, Exhibit B, Mandatory Equal Employment Opportunity Language (Construction Contracts), attached hereto, shall be incorporated into the contract awarded by the UCIA for the construction of the Project.

Additionally, the bidder to whom the contract is awarded shall submit to the UCIA, prior to the signing of the contract, Form AA-201, Initial Project Workforce Report Construction.

Bidders are referred to the State of New Jersey website www.state.nj.us/treasury/contract_compliance for further information and forms regarding AA/EEO laws and regulations.

If the successful contractor does not submit the Initial Project Workforce Report Construction (AA-201) prior to signing of the contract, the UCIA will declare the contractor non-responsive and may award the contract to the next lowest responsible bidder.

NAME OF BIDDER

By: _____

Print Name: _____

Title: _____

Date: _____

(REVISED 4/10)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided,

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

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

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

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

UNION COUNTY IMPROVEMENT AUTHORITY

Gerry B. Green Plaza Alterations

200 West 2nd Street, Plainfield, New Jersey

Bidder's Name _____

EQUIPMENT STATEMENT

The undersigned hereby certifies that Bidder is fully prepared with the necessary capital, material, and machinery to conduct the Work as herein specified and further certifies that the equipment required for the proper execution of this contract in the time specified is available as follows:

LIST EQUIPMENT OWNED BY THE BIDDER:

(Attach additional sheets if necessary)

LIST EQUIPMENT TO BE LEASED BY THE BIDDER FOR THIS JOB:

(Attach additional sheets if necessary)

Include certifications from owner or person in control of equipment, including subcontractor, definitively granting the bidder control of the equipment as may be necessary for the completion of work.

Witness

NAME OF BIDDER

Date

ADDRESS

BY: _____

PRINT NAME

TITLE

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

UNION COUNTY IMPROVEMENT AUTHORITY

Gerry B. Green Plaza Alterations

200 West 2nd Street, Plainfield, New Jersey

Bidder's Name _____

AMERICANS WITH DISABILITIES ACT
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

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

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

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

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which

UNION COUNTY IMPROVEMENT AUTHORITY

Gerry B. Green Plaza Alterations

200 West 2nd Street, Plainfield, New Jersey

Bidder's Name _____

AMERICANS WITH DISABILITIES ACT (Continued)

may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Name of Bidder _____

By: _____
Signature

Print Name: _____

Title: _____

Date _____

UNION COUNTY IMPROVEMENT AUTHORITY

**Gerry B. Green Plaza Alterations
200 West 2nd Street, Plainfield, New Jersey**

Bidder's Name _____

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. _____
(Name of Bidder)

2. _____
(Permanent Main Office Address)

3. _____
(When Organized)

4. _____
(If a Corporation, Where Incorporated)

5. Number of years engaged in construction or contracting business under present firm or trade name?

6. Contracts on hand: (Show gross amount of each Contract and the appropriate dates of Completion)

7. General character of work performed by you. _____

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

UNION COUNTY IMPROVEMENT AUTHORITY

**Gerry B. Green Plaza Alterations
200 West 2nd Street, Plainfield, New Jersey**

Bidder's Name _____

STATEMENT OF BIDDER'S QUALIFICATIONS (Continued)

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

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

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

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

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

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

15. Will you, upon request, furnish any other information that may be required by the UCIA?

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

UNION COUNTY IMPROVEMENT AUTHORITY

**Gerry B. Green Plaza Alterations
200 West 2nd Street, Plainfield, New Jersey**

Bidder's Name _____

STATEMENT OF BIDDER'S QUALIFICATIONS (Continued)

17. Bidder's telephone number, fax number and e-mail address.

Phone _____

Fax _____

E-mail _____

Mobile _____

NAME OF BIDDER

By: _____

Print Name: _____

Title: _____

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

Notary Public of New Jersey
My Commission Expires:
_____, 20__.

UNION COUNTY IMPROVEMENT AUTHORITY

**Gerry B. Green Plaza Alterations
200 West 2nd Street, Plainfield, New Jersey**

Bidder's Name _____

CONTRACTOR PERFORMANCE RECORD

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

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

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

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

Has bidder ever failed to complete any work contracted to you?

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

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

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

PERFORMANCE RECORD (Continued) List of all contracts completed by you within past 10 years.

Bidder's Name _____

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

UNION COUNTY IMPROVEMENT AUTHORITY

**Gerry B. Green Plaza Alterations –
200 West 2nd Street, Plainfield, New Jersey**

Bidder's Name _____

CONTRACTOR PERFORMANCE RECORD (Continued)

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

CERTIFICATION

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

(Name of Bidder)

By: _____
(Signature)

(Title)

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

A Notary Public of New Jersey
My Commission Expires: _____, 20__.

UNION COUNTY IMPROVEMENT AUTHORITY

**Gerry B. Green Plaza Alterations
200 West 2nd Street, Plainfield, New Jersey**

Bidder's Name _____

**AFFIDAVIT REGARDING LIST OF DEBARRED,
SUSPENDED OR DISQUALIFIED BIDDERS**

STATE OF NEW JERSEY _____)

) SS:

COUNTY OF _____)

I, _____, of the municipality of _____
in the State of _____, of full age, being duly sworn according
to law on my oath depose and say that:

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

Name of Bidder

By: _____
(Signature of Authorized Representative)

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

Notary Public of New Jersey
My Commission Expires: _____, 20____.

UNION COUNTY IMPROVEMENT AUTHORITY

**Gerry B. Green Plaza Alterations
200 West 2nd Street, Plainfield, New Jersey**

Bidder's Name _____

CERTIFICATE OF INSURANCE STATEMENT

The Bidder fully understands the UCIA's insurance requirements as stated in the Bid Documents as well as the Owner/Contractor Agreement and agrees to provide all insurance required by these documents prior to the issuance of the Notice to Proceed.

NAME OF BIDDER _____

By: _____
(Signature)

Print Name : _____

Title: _____

UNION COUNTY IMPROVEMENT AUTHORITY

**Gerry B. Green Plaza Alterations
200 West 2nd Street, Plainfield, New Jersey**

Bidder's Name _____

**ACKNOWLEDGEMENT OF PROJECT LABOR AGREEMENT
REQUIREMENTS (PLA)**

Bidder, _____, hereby acknowledges that the within Project, upon which the undersigned has submitted a Bid Proposal, requires the execution of a Project Labor Agreement (PLA) and the utilization of union employees. The undersigned, if awarded a contract, agrees to execute the PLA, substantially in the form attached hereto, and comply with all terms and conditions of same in the performance of the Work.

Attest:

NAME OF BIDDER: _____

By: _____

Print Name: _____

Title: _____

**PROJECT LABOR AGREEMENT
BY AND BETWEEN
AND
THE UNION COUNTY BUILDING AND
CONSTRUCTION TRADES COUNCIL, AFL-CIO**

THIS PROJECT LABOR AGREEMENT dated _____ 2022, by and between _____, located at _____ (the “Contractor”), and the **Union County Building and Construction Trades Council, AFL-CIO** (“BTC”), on behalf of itself and the various local Unions (the Contractor and the BTC are sometimes collectively referred to as the “Parties”):

WITNESSETH:

WHEREAS, the Union County Improvement Authority (the “Authority”) has been duly created by ordinance of the Union County Board of County Commissioners as a public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time; and

WHEREAS, the Authority authorized bids for the construction pursuant to New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.* for the Project; and

WHEREAS, on _____, the Authority awarded the bid for the Project to the Contractor; and

WHEREAS, on behalf of itself, and reflecting the objectives of the Gerry B. Green Plaza, the Authority desires to provide for the efficient, safe, quality, and timely completion of the Project in a manner designed to afford lower reasonable costs to the Authority, the Gerry B. Green Plaza, and the public; and

WHEREAS, this Project Labor Agreement (“PLA” or “Agreement”) will foster the achievement of these goals, 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 Project.
- (7) furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry;
- (8) expediting the construction process; and,

WHEREAS, the BTC and its local affiliate 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 agree as follows:

ARTICLE 1 - PARTIES TO THE AGREEMENT

This is a Project Labor Agreement entered into by and between the Contractor and the Union County Building and Construction Trades Council, AFL-CIO, on behalf of itself and its affiliates and members, and the applicable local Unions for the performance of work in connection with the Project. The Authority is not a party to this PLA, but is the owner (“Owner”) of the Project and is referenced herein in that regard.

ARTICLE 2 - GENERAL CONDITIONS

Section 1. Definitions

Throughout this PLA, the local Unions 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 Contractor and all of the Contractor’s subcontractors of whatever tier, engaged in on-site Project Work within the scope of this Agreement as defined in Article 3. The Union County Building and Construction Trades Council, AFL-CIO is referenced as the BTC, and the work covered by this Agreement (as defined in Article 3) is referred to as the “Project” or “Project Work.”

Section 2. Conditions for Agreement to Become Effective

This PLA shall not become effective unless it is executed by the BTC and the Contractor. It will remain in effect until the completion of the Project.

Section 3. Entities Bound and Administration of Agreement

This Agreement shall be binding on the Contractor and all of the subcontractors performing on-site Project Work. The Contractor shall include in any subcontract for performance during the term of this Agreement, a requirement that their subcontractors, of whatever tier, become bound by this Agreement with respect to subcontracted work performed within the scope of Article 3. This Agreement shall be administered by the Authority.

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, the provisions of this Agreement shall prevail. It is further understood that the Contractor shall not be required to sign any other agreement as a condition of performing work on this Project. No practice, understanding or agreement between the Contractor and Local Unions that is not explicitly set forth in this Agreement shall be binding on this Project unless endorsed in writing by the Authority.

Section 5. Liability

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

Section 6. Non-Liability of Authority

The Authority shall require in its bid specifications for all work within the scope of Article 3 that the successful bidder become a signatory to and bound by this Agreement, and their subcontractors of whatever tier become bound by this Agreement. The 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 the Authority in determining which Contractors shall be awarded contracts for Project Work. It is further understood that the 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

BTC agrees that this Agreement will be made available to, and will fully apply to the successful bidder for the Project 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 the Contractor performed at any location other than the Project site, as defined in Article 3, Section 1.

ARTICLE 3 - SCOPE OF THE AGREEMENT

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

Section 1: The Work

The scope of work is confined to the on-site Project Work. This Agreement shall apply to the Project Work set forth and described in the Bid Documents, including the General Terms and Specifications and all attachments thereto. This scope of work may be amended from time to time.

Section 2. Excluded Employees

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

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

Employees of the Authority, the CM/Architect, the County, the City or any State agency, authority or entity or employees of any municipality or county or other public employer;

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

Employees of the Contractor, excepting those performing manual, on-site Project Work who will be covered by this Agreement;

Employees engaged in on-site equipment warranty;

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

core samples;

Employees engaged in laboratory or specialty testing or inspections;

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

Section 3. Non-Application To Certain Entities

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of the Contractor that 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 Authority, and/or the Contractor. The Agreement shall further not apply to any state or county agency, authority, or other municipal or public entity and nothing contained herein shall be construed to prohibit or restrict the Authority 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 Project Work is 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 Contractor for performance under the terms of this Agreement.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

Section 1. Pre-Hire Recognition

The Contractor recognizes the applicable local Unions as the sole and exclusive bargaining representatives of all craft employees who are performing Project Work within the scope of this Agreement as defined in Article 3.

Section 2. Union Referral

- A. The Contractor agrees to hire 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 Schedules A and B to this Agreement).

Notwithstanding this, the Contractors shall have sole rights to determine the competency of all referrals; the number of employees required (except with regard to pile driving); the selection of employees to be laid-off (subject to the applicable procedures in Schedules A and B) 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. 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 craft employees hired within its jurisdiction from any source other than referral by the Union.

- B. Following the employment of the first employee in each craft under Schedule A or the procedure set forth above in paragraph A, the 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 comprised of the applicable Local Union, the BTC, and a mutually selected third party or, in the absence of agreement, the permanent arbitrator (or designee) designated in Article 7:
- (1) possess any license required by New Jersey law for Project Work to be performed;
 - (2) have worked a total of at least 1000 hours in the Construction craft during the prior 3 years;
 - (3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award;
 - (4) have demonstrated ability to safely perform the basic function of the applicable trade.

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

- C. A certified MBE/WBE contractor may request from the Workforce Coordinator 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 BTC, on behalf of its affiliates and local Unions, represents that the various hiring halls and referral systems will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations, which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or

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

Section 4. Minority And Female Referrals

In the event a Union either fails, or is unable, to refer qualified minority or female applicants in percentages equaling Project affirmative action goals as set forth in the 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 the Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified craft employees to fulfill the requirements of the Contractor.

Section 6. Union Dues/Working Assessments

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

Section 7. Craft Forepersons and General Forepersons

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Schedule. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing local Collective Bargaining Agreement prohibits a foreperson from working when the craftspersons 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 Contractor), one representative, and the Business Manager, who shall be afforded access to the Project.

Section 2. Stewards

- A. Each Local Union shall have the right to designate a working journey person as a Steward and an alternate, and shall notify the Contractor 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 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, 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 - MANAGERMENTS RIGHTS

Section 1. Reservation of Rights

Except as expressly limited by a specific provision of this Agreement, the Contractor retains full and exclusive authority for the management of the 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 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. 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."

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 the 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 the Contractor. The Contractor 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

The Contractor may discharge any employee for 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 the 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

The 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 ,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 Gary Kendellen, who shall serve as arbitrator under this expedited procedure. Copies of such notification will be simultaneously sent to the alleged violator and, if a Local Union is alleged to be in violation, it's International, the Owner, the GC, and the BTC.
- B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the BTC, and the Authority, hold a hearing within 48 hours of receipt of the notice invoking the procedure it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice to the district or area council required by Section 3 above.
- C. All notices pursuant to this Article may be by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the arbitrator, Contractor or Local 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 Contractor and the Local Unions to whom they accrue.
- G. The fees and expenses of the Arbitrator shall be equally divided between the Contractor and Local 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, *supra*, may have recourse to the procedures of Article 9 to determine if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8. - LOCAL ADMINISTRATIVE COMMITTEE (LAC)

Section 1. The Local Administrative Committee

The local administrative committee 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 BTC or his designee, and a designated official of the Authority. It will be comprised of representatives of the applicable Local Unions to this Project and representatives of the Contractor.

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 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 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 Contractor and the Authority 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 Local Union, as creating a precedent.

(b) Should any party or party affiliate to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other party or party affiliate 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 Local Union, together with representatives of the BTC, the Contractor, and the Authority shall meet in Step 2 within 5 calendar days of the written grievance to arrive at a satisfactory settlement.

Step 3:

(a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 14 calendar days after the initial Step

2 meeting, submit the grievance in writing (copies to other participants) to the next available arbitrator of the panel of arbitrators consisting of J.J. Pierson Jr., Esq., Gary Kendellen and Wellington Davis, who shall serve as arbitrator under this expedited procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties.

(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 Contractor and the 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 Contractor or Local Union.

Section 3. Participation by General Contractor

The Authority shall be notified by the 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 applicable Local Union and the Contractor. Best efforts will be made to schedule the pre-job meeting in a timely manner before Notice to Proceed is issued but not later than 7 days prior to the start of the Project.
- B. Project construction work assignments shall be made by the Contractor according 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 and 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 John McMahon and submit the dispute directly to the Arbitrator. The selected Arbitrator shall determine whether the case requires a hearing or may be decided upon written submissions. In rendering his determination on whether there has been a change of original assignment, the Arbitrator shall be governed by the following:
1. The contractor who has the responsibility for the performance and installation shall make a specific assignment of the work which is included in his contract to a particular union(s). For instance, if contractor A subcontracts certain work to contractor B, then contractor B shall have the responsibility for making the specific assignments for the work included in his contract. If contractor B, in turn, shall subcontract certain work to contractor C, then contractor C shall have the responsibility for making the specific assignment for the work included in his contract. After work has been so assigned, such assignment will be maintained even though the assigning contractor is replaced and such work is subcontracted to another contractor. It is a violation of the Agreement for the contractor to hold up disputed work or shut down a project because of a jurisdictional dispute.
 2. When a contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed by an arbitrator or there is agreement between the National or International Unions involved.
 - a. Unloading and/or handling of materials to stockpile or storage by a trade for the convenience of the responsible contractor when his employees are not on the job site, or in an emergency situation, shall not be considered to be an original assignment to that trade.
 - b. Starting of work by a trade without a specific assignment by an authorized representative of the responsible contractor shall not be considered an original assignment to that trade, provided that the responsible contractor, or his authorized representative, promptly, and, in any event, within eight working hours following the start of work, takes positive steps to stop further unauthorized performance of the work by that trade.

Section 3. Procedure for Settlement of Disputes

- A. Any Union having a jurisdictional dispute with respect to Project work assigned to another Union will submit through its International the dispute in writing to the Administrator of the Plan within 72 hours and send a copy of the letter to the other Union involved, the Contractor involved, the General Contractor, the 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 John McMahan 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 John McMahan 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 well being 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 Jurisdictional Dispute Arbitrator shall have no authority to assign work to a double crew, that is, to more employees than the minimum required by the Contractor to perform the work involved; nor to assign work to employees who are not qualified to perform the work involved; nor to assign work being performed by non-union employees to union employees. This does not prohibit the establishment, with the agreement of the Contractor, of composite crews where more than one employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

Section 6. No Interference with Work

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

ARTICLE 11 - WAGES AND BENEFITS

Section 1. Classification and Base Hourly Rate

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedules, 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. Parties to such agreements shall be the Contractor, the Local Unions, and the BTC.

Section 2. Employee Benefit Funds

- A. The Contractor agrees 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; provided, however, that the Contractor and the BTC agree that only such bona fide employee benefits as are explicitly required under N.J.S.A 34:11-56.30 of the New Jersey State Labor Law shall be included in this requirement and paid by the Contractor on this Project. Bona fide jointly trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if similarly protected under N.J.S.A. 34:11-56-30. The Contractor shall not be required to contribute to non-N.J.S.A 34:11-56.30 benefits, trusts or plans.

- B. The Contractor agrees to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to work done on this Project and only for those employees to whom this Agreement requires such benefit Payments.
- C. Should the Contractor or sub-contractor become delinquent in the payment of contributions to the fringe benefit funds, then the subcontractor at the next higher tier, or upon notice of the delinquency claim from the Union or the Funds, agrees to withhold from the subcontractor such disputed amount from the next advance, or installment payment for work performed until the dispute has been resolved.

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

Section 1. Work Week and Work Day

- A. The standard work week shall consist of 40 hours of work at straight time rates per one of the following schedules:
 - (1) Five-Day Work Week: Monday-Friday, 5 days, 8 hours plus 1/2 hour unpaid lunch period each day.
 - (2) Four-Day Work Week: Monday-Thursday; 4 days, 10 hours plus 1/2 hour unpaid lunch period each day.
- B. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 7:30 p.m. Starting and quitting times shall occur at the employees' place of work as may be designated by the Contractor.
- C. Scheduling - The Contractor shall have the option of scheduling either a five-day work week, or four-day work week (when mutually agreed upon on a craft-by-craft basis). The Contractor shall also have the option to set the workday hours consistent with Project requirements, the Project schedule, and minimization of interference with City operations traffic flow. When conditions beyond the control of the Contractor, such as severe weather, power failure, fire or natural disaster, prevent the performance of Project work on a regularly scheduled work day, the Contractor may, with mutual agreement of the Local Union on a craft-by-craft basis, schedule Friday (where on 4, 10's) during the calendar week in which a workday was lost, pursuant to Schedule A; providing the employees involved work a total of 40 hours or less during that work week.
- D. Notice – The Contractor 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. 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 City operations. It is not necessary to work a day shift in order to schedule a second shift. Shifts must be worked a minimum of five consecutive work days, must have prior approval of the CM 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 8 p.m.) shall consist of 8 hours work (or 10 hours of work) for an equal number of hours pay at the straight time rate plus 15% in lieu of overtime and exclusive of a 1/2 hour unpaid lunch period.
- C. Flexible Starting Times - Shift starting times will be adjusted by the Contractor as necessary to fulfill Project requirements subject to the notice requirements of paragraph A.
- D. Four Tens - When working a four-day work week, the standard work day shall consist of 10 hours work for 10 hours of pay pursuant to Schedule A exclusive of an unpaid 1/2 hour meal period and regardless of the starting time. This provision is applicable to night shifts only, and such night shifts are subject to the shift differential in paragraph B above.
- E. It is agreed that when Project circumstances require a deviation from the above shifts, the involved unions, Contractor and the CM shall adjust the starting times of the above shifts or establish shifts which meet the Project requirements. It is agreed that neither party will unreasonably withhold their agreement.

Section 4. Holidays

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

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

*Work shall be scheduled on Good Friday pursuant to the craft's Collective Bargaining Agreement.

All said holidays shall be observed on the dates designated by New Jersey 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.
- C. Exclusivity - No holidays other than those listed in Section 4-A above shall be recognized nor observed except in Presidential Election years when Election Day is a recognized holiday.

Section 5. Reporting Pay

- A. Employees who report to the work location pursuant to regular schedule and who are not provided with work or whose work is terminated early by the Contractor, for whatever reason, shall receive minimum reporting pay in accordance with the applicable Schedule.
- 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.
- C. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked.
- D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, high time or other special payments of any kind.
- E. There shall be no pay for time not actually worked except as specifically set forth in this Agreement and except where an applicable Schedule requires a full weeks pay for forepersons.

Section 6. Payment of Wages

- A. Payday - Payment shall be made by check, drawn on a New Jersey bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by 10 a.m. on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than 3 days wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor,

together with an itemization of deductions from gross wages.

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

Section 7. Emergency Work Suspension

The Contractor or CM 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 the Contractor requests that employees remain at the job site available for work, employees will be paid for “stand-by” time at their hourly rate of pay.

Section 8. Injury/Disability

The 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

The 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

The Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. The 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.

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, the Contractor 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. The Contractor may utilize apprentices and such other appropriate classifications as are contained in the applicable Schedule in a ratio not to exceed 25% of the work force by craft (without regard to whether a lesser ratio is set forth in the applicable Schedule), unless the applicable Schedule provides for a higher percentage. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule.

Section 2. Department of Labor

To assist the Contractor 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

Contractor 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 Contractor 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 Contractor 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

The 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 hilly 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 Authority 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 Contractor and the CM. Such rules will be published and posted in conspicuous places throughout the Project.

Section 3. Inspections

The Contractor and CM 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 Contractor 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 Contractor 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 CM and the Contractor 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 that has 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 the applicable Schedule limited to travel expenses.

Section 5. Full Work Day

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

Section 6. Cooperation

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

ARTICLE 17 - SAVINGS AND SEPARABILITY

Section 1. Partial Invalidity

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 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 this PLA 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 where the Contractor voluntarily accepts the Agreement. The Parties will enter in to negotiations as to modifications to the Agreement to reflect the court action taken and the intent of the Parties for contracts to be let in the future.

Section 3. Non-Liability

In the event of an occurrence referenced in Section 1 or Section 2 of this Article 17, neither the Authority, the County, the City, the CM, the Contractor, nor the BTC or its local affiliates 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 the Contractor and the BTC and its local affiliates.

ARTICLE 18 - FUTURE CHANGES TO COLLECTIVE BARGAINING AGREEMENTS

Section 1. Changes to Area Contracts

- A. The Schedules to this Agreement shall remain in full force and effect until the Contractor and/or the parties to the Area Collective Bargaining Agreements (which are contained in the Schedules) notify the Authority 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 the Area Collective Bargaining Agreements will not apply to work on this Project other than that uniformly required of contractors for work normally covered by those agreements. Nor shall any provisions be recognized or applied on this Project if they may be construed to apply exclusively, or predominantly, to work covered by this PLA.
- C. Any disagreement between signatories to this Agreement over the incorporation into Schedules "A" of provisions agreed upon in the negotiations of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth

in Article 9 of this PLA.

Section 2. Labor Disputes during Area Contract Negotiations

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

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IN WITNESS WHEREOF, the Parties hereto cause these presents to be duly executed as of the day and year first above written.

Witness:

[Name of Successful Bidder]

By: _____

By:_____

Witness:

**Union County Building and Construction
Trades Council, AFL-CIO**

By: _____

By:_____

ADDENDUM NO. 1

**TO PROJECT LABOR AGREEMENT
BY AND BETWEEN _____ AND
THE UNION COUNTY BUILDING AND
CONSTRUCTION TRADES COUNCIL, AFL-CIO**

TELE-DATA WORK

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.

Witness:

Contractor

By: _____

By: _____

Witness:

Signatory Unions

By: _____

By: _____

ADDENDUM NO. 2

**TO PROJECT LABOR AGREEMENT
BY AND BETWEEN _____ AND
THE UNION COUNTY BUILDING AND
CONSTRUCTION TRADES COUNCIL, AFL-CIO**

SHEET METAL WORK

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

Contractor 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.

Witness:

Contractor

By: _____

By: _____

Witness:

**Sheet Metal Workers'
International Assoc. Local #25**

By: _____

By: _____

ADDENDUM NO. 3

**TO PROJECT LABOR AGREEMENT
BY AND BETWEEN _____ AND
THE UNION COUNTY BUILDING AND
CONSTRUCTION TRADES COUNCIL, AFL-CIO**

LETTER OF ASSENT

Re: Project Labor Agreement re. Union County Building & Trades Council, AFL-CIO
and Union County Improvement Authority (the "Agreement")

The undersigned, as a General Contractor, Contractor(s) or Subcontractor(s) on a Contract which is part of large project construction for the Union County Improvement Authority, 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.

[NAME OF CONTRACTOR]

By: _____

Title: _____

Contract Number _____

Date:

cc: Unions employed by Contractor

SCHEDULE A TO PROJECT LABOR AGREEMENT

COLLECTIVE BARGAINING AGREEMENTS

LOCAL

UNION COUNTY IMPROVEMENT AUTHORITY

**Gerry B. Green Plaza Alterations
200 West 2nd Street, Plainfield, New Jersey**

Bidder's Name _____

TIME OF COMPLETION

The undersigned agrees that, if awarded the Contract, the scope of work will begin within ten (10) Calendar Days after Notice to Proceed by the Owner and will be completed within 365 calendar days.

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

agree to complete work in the time frame specified

SIGNATURE

Date: _____, 20____

TITLE

UNION COUNTY IMPROVEMENT AUTHORITY

Gerry B. Green Plaza Alterations
200 West 2nd Street, Plainfield, New Jersey

Bidder's Name _____

AGREEMENT FOR USE OF BID DOCUMENTS IN ELECTRONIC FORM

This Agreement is made in reference to the following project: **Gerry B. Green Plaza Alterations** ("Project") for **Union County Improvement Authority** ("Owner").

The Union County Utilities Authority (UCIA) will provide to _____ ("Recipient") certain drawings, specifications and other documents prepared by RSC Architects, LLC ("RSC") in electronic or other machine-readable format. These documents shall be referred to herein as the "Electronic Documents." It is understood and agreed that Recipient may wish to make certain Electronic Documents available to other individuals and entities in connection with the Project. This Agreement is intended to govern the use of the Electronic Documents by the Recipient and other individuals and entities.

In consideration of RSC's agreement to release the Electronic Documents to Recipient, Recipient agrees as follows:

1. Any distribution by Recipient of all or any portion of the Electronic Documents shall be limited for use on this Project only. Such distribution is subject to RSC's approval and may be made only after written notice is given to RSC by Recipient, and any additional recipient agrees in writing to be bound by the terms of this Agreement.

2. This Agreement shall be incorporated in the General Conditions for the Contract for Construction and shall become binding on all parties who use the Electronic Documents. Any individual or entity, including the Owner, to whom RSC release all or any portion of the Electronic Documents, or who thereafter receives all or any portion of the Electronic Documents, shall be a Recipient for purposes of this Agreement.

3. All drawings, specifications or other documents of any kind prepared by RSC as the case may be, whether in hard copy or any electronic or machine readable format including the Electronic Documents (collectively the "RSC Documents"), are instruments of RSC's services prepared solely for use in connection with the Project. RSC shall reserve all rights, including copyrights, for their respective Documents. This Agreement is not intended in any way to alter the respective interests of the parties in the RSC Documents as may be set forth in any other agreement, notwithstanding RSC's agreement to release the Electronic Documents to Recipient.

4. The Electronic Documents are provided to the Recipient in connection with the Recipient's performance of its responsibilities and obligations relating to the Project, including bidding. RSC shall retain a set of paper copies of the Electronic Documents, which Recipient may review at the UCIA at a mutually agreeable time. If it is determined that any difference exists between the paper copies and the Electronic Documents, the paper copies shall be presumed to be correct and take precedence over the Electronic Documents, unless RSC specifically advises

Recipient to the contrary in writing.

5 The parties agree that the Electronic Documents are not, and shall not be construed to be, a product. It is expressly agreed by the Recipient that there are no warranties of any kind in the Electronic Documents or in the media in which they are contained, either express or implied.

6. Recipient agrees not to add to, delete from, or otherwise modify or alter in any way, or to allow others to add to, delete from, or otherwise modify or alter in any way, the Electronic Documents or any copies Recipient prints from the Electronic Documents. Recipient recognizes that additions, deletions, alterations or modifications to the RSC Documents introduced by anyone other than RSC, as the case may be, may result in adverse consequences that RSC can neither predict nor control. Therefore, even in the event that RSC may have specifically given the Recipient permission to use the Electronic Documents in connection with Recipient's obligation to prepare certain documents for the Project which requires Recipient to add to, delete from, modify or alter the RSC Documents, Recipient shall be subject to the provisions of Paragraphs 9 and 10 of this Agreement. Furthermore, if Recipient receives RSC's permission to add to, delete from, modify or alter the RSC Documents, Recipient shall, in addition to the other obligations set forth herein, remove RSC's title block, as the case may be, from the paper copy of the Electronic Documents used by Recipient.

7. The Electronic Documents are supplied in the following format: **PDF Format.**

Any conversion of the format is solely the responsibility of the Recipient. Recipient understands and agrees that the conversion of the paper copies of the RSC Documents into electronic or machine-readable format or the conversion of the Electronic Documents from the machine-readable formats to a different format may introduce errors and inaccuracies. Recipient therefore agrees to confirm the accuracy of the Electronic Documents before using them. Recipient shall accept all responsibility for any errors or inaccuracies and shall release RSC and the UCIA from any liability or claims for recovery of damages or expenses arising as the result thereof.

8. Recipient further agrees that the RSC Documents were prepared for use in connection with this Project only, and that the Electronic Documents are supplied to Recipient only for the limited purpose stated herein. Recipient agrees not to use, or allow others to use, the Electronic Documents, in whole or in part, for any purpose or project other than as stated herein.

9. Recipient agrees to waive any and all claims and liability against RSC and the UCIA, and their respective subconsultants and consultants, as the case may be, arising under this Agreement or as a result of Recipient's use of the Electronic Documents.

10. Recipient agrees to indemnify and save harmless RSC and their respective subconsultants, and each of their partners, officers, shareholders, directors and employees, and the Owner and its officers and employees and professionals, from any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable defense and attorneys fees) arising as the result of 1) Recipient's failure to comply with any of the requirements of this Agreement; or 2) a defect, error or omission in the Electronic Documents or the information contained therein, which defect, error or omission was not contained in the paper copies of the Contract Documents; or 3) from any addition, deletion, modification or alteration to, or the misinterpretation of the Electronic Documents.

RECIPIENT

Name: _____ **Date:** _____
Title: _____
Company: _____

UNION COUNTY IMPROVEMENT AUTHORITY

Gerry B. Green Plaza Alterations
200 West 2nd Street, Plainfield, New Jersey

SPECIAL CONDITIONS

1. DEFINITIONS

- a) OWNER: Union County Improvement Authority (UCIA)
- b) PROJECT SITE: Gerry B. Green Plaza
200 West 2nd Street, Plainfield, New Jersey
- c) PROJECT TITLE: Gerry B. Green Plaza Alterations –
Alteration and Addition
- d) ARCHITECT: **RSC Architects**
3 University Plaza Drive
Hackensack, New Jersey 07601
Telephone: (201) 941-3040
Facsimile: (201) 941-3040
- e) EXECUTIVE DIRECTOR: Dr. Bibi Taylor
- f) INSPECTOR: An authorized representative of the UCIA Executive Director assigned to make all necessary inspections of the work performed by the Contractor.
- g) PRONOUNS: The masculine pronoun shall include the feminine and neuter and the singular shall include the plural.
- h) PERSON: Any individual, partnership, society, association, joint company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or otherwise, and any combination of individuals.
- i) OR EQUAL: Whenever in the technical specifications and Plans, any particular brand, make of materials, device, or piece of equipment is shown or specified, such brand make of material or device or piece of equipment shall be regarded merely as a standard and the expression “or equal” shall apply to the same extent as if it is being written therein in full. If two or more brands, make of materials, devices, or pieces of equipment are shown as specified, each is to be regarded as the equal of the other. Any other brand, make of material, device or piece of equipment which, in the opinion of the Architect, is the recognized equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, will be accepted, subject to the submission process described at Section 01600.
- j) BIDDER: Any person who submits a Proposal upon the project described in the Invitation for Bids
- l) BID DOCUMENTS: The Bid Documents, sometimes referred to as the “plans and specifications,” shall mean and include the following:
1. Legal Documents (Notice to Bidders; Instructions to

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Bidders; Bid Forms; AIA Standard Contract; AIA General Conditions of Contract; Supplementary Conditions of the Contract; NJ Prevailing Wage Determination

2. General Specifications
3. Special Conditions
4. Division 01 General Requirements
5. Division 02 through 14; 21 through 23; 26; 28 and 31 through 33 Specifications
6. Addenda, if any
7. Plans and Drawings
8. Clarifications to Plans or Specifications

- k) **CONTRACTOR:** The person whose proposal shall be accepted by the Owner and who shall thereafter enter into a formal Contract with the Owner to furnish the materials and do the work as bid upon.
- l) **SUBCONTRACTOR:** A person supplying material, labor, equipment and appurtenances for work at the site of the project. Such person has contractual relations with the Contractor, but not with the Owner.
- m) **PRINCIPAL:** When used in the Bid Bond, the word Principal means the same as the word Bidder. When used in the Performance Bond, the word Principal means the same as the word Contractor.
- n) **SURETY:** The corporation or individual, bound by the Performance Bond, with and for the Contractor and who is primarily liable and engages to be responsible for the Contractor's acceptable performance of the Work for which the Contract has been made, and for his payment of all debts pertaining thereto.
- o) **CONTRACT** The Contract Documents DOCUMENTS shall be those documents enumerated in the Standard Form of Agreement (AIA Document A132-2019 CMA), and shall include the Bid Documents and the successful bidder's proposal:
- p) **WORK:** All the work to be performed by the Contractor in the fulfillment of the contract, including all necessary materials, labor, equipment and transportation, as described in the Contract Documents for the contemplated improvement.
- q) **SCOPE OF WORK:** The specified work, improvement or job, to which these Contract Documents apply, as described in the Contract.
- r) **PLANS:** The prints of the drawings which show the location, character, dimensions and details of the Work to be done and which are to be considered part of the Contract Documents, the same as though attached thereto.
- s) **NOTICE TO PROCEED:** The official letter from the Owner to the successful Bidder, notifying him that he has been awarded the Contract.

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- t) SUBSTANTIAL COMPLETION: Date when a certificate of occupancy or temporary certificate of occupancy is issued, allowing the building to be occupied by the owner.
- u) DATE OF FINAL ACCEPTANCE: The date the Owner accepts the completed Work and authorizes final payment therefor.

2. CORRELATION, INTENT AND INTERPRETATION OF THE CONTRACT DOCUMENTS

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor for the benefit of the Owner. The Contract Documents are complementary, and what is required by one shall be binding as if required by all. Performance by the Contractor (and its sub-contractors, consultants, agents and those acting on the Contractor's behalf), shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results, and in accordance with the priority established by Paragraph 10 of these Special Conditions. Any ambiguities in or conflicts between any of the Contract Documents shall be resolved in favor of the Owner, including, without limitation, Owner's design intent, and the rights, remedies and protections to which the Owner is entitled. In the event of a discrepancy and/or ambiguity between or among any Contract Documents, the document that provides greater rights, remedies or protections to the Owner shall govern, as determined by the Owner.

3. INTENT OF CONTRACT

The contract includes, but is not necessarily limited to, General Construction work, Masonry Work, Concrete Work, Plumbing work, HVAC work, Electrical work and Sprinkler work. All labor and equipment shall be provided as necessary to satisfactorily complete all work within the project as specified within the Contract Documents. All new systems shall be made fully operational in a first class workmanship manner and guaranteed for one year from the date of the Certificate of Occupancy. The contractor shall be responsible for investigating existing conditions on the site and shall be responsible for doing whatever is required to keep the site fully operational without any adverse impact on the existing facilities on site.

This is a lump sum contract for all work. Each **contractor** or **subcontractor** shall refer to **ALL** drawings to completely familiarize him/herself with the work.

4. NO PRODUCT OR MANUFACTURER SPECIFIED

Whenever in the Division specifications a manufacturer or product is listed, it shall mean that it includes but is not limited to such manufacturer or product

5. TEMPORARY FIELD OFFICE

The Contractor shall set up a field office on site as specified in Division 01 Section "Temporary Facilities."

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6. PROJECT COORDINATION

Throughout the project, the Contractor shall coordinate all activities with the CM as well as the UCIA staff and with department heads affected by the work taking place, in an effort to cause the least amount of disturbance to the daily operations of those departments.

7. PROJECT SITE, BUILDING LIMITATIONS AND JOB CONDITIONS

The Contractor shall cause the least amount of disruption to the operations, the facility operations, the personnel and visitors to the Project Site and existing facilities on the Project Site.

The Contractor shall be aware that the existing **Gerry B. Green Building** will be occupied for the entire duration of the construction period and in full operation at all times with exception of the consecutive (20) business day shutdown (inclusive of State and Federal Holidays) provided to the contractor for specific scopes of work, Contractor shall maintain security during construction. Construction operations shall not impact in any way operations and the ability to quickly respond to emergencies. Proper security shall be coordinated with CM.

Phasing of the project must be coordinated with the **CM** as well as the Architect and Owner.

The Contractor shall schedule phasing and deliveries of materials from 7:00am-8:00am with the Building so as not to cause undue hardship to the Building Occupants or to the Building Occupant's operations and to ensure that no unsafe conditions are caused on the Project Site. Contractor shall also coordinate with the Owner for removal of demolition and construction debris, and a staging area for storage of materials.

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

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

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF FIRE ALARM WIRING AND DEVICES. TO BE COORDINATED WITH THE OWNERS FIRE ALARM VENDOR

THE CONTRACTOR SHALL COORDINATE ITS WORK AND THAT OF CONTRACTOR'S SUBCONTRACTORS AND PROVIDE ACCESS TO WORK AREAS AND ALL ELECTRICAL CONDUIT WITH PULL STRINGS AND BOXES AS REQUIRED AND IDENTIFIED ON DRAWINGS NECESSARY FOR THE INSTALLATION OF THE WORK.

8. TRAFFIC AND STREET MAINTENANCE

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

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Should the CM deem it expedient for the best interest of the Gerry B. Green Building and Owner or for the safety of the public, the CM may concentrate the Work at specific places or may suspend the Work entirely for a period not to exceed seven (7) days, providing that, if necessary, the further suspension of the Work due to inclement weather will not be a detriment to the entire Work operation. Upon any suspension of Work, all unused materials shall be placed so as not to impede traffic and all rubbish shall be removed. Whenever a street is partially closed, the Contractor shall erect plainly worded signs announcing such fact, together with proper barricades at the nearest cross street upon each side of such obstruction and upon intersecting streets. Contractor shall also receive approval from the appropriate departments of Cranford.

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

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

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

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

Contractor shall coordinate the use of cranes or other hoisting equipment with Owner and local authorities so as to minimize disruptions on Project Site and adjoining streets. If use or blocking of streets is necessary, Contractor shall obtain and pay for required permits or approvals and pay all fees and police security officer/flagmen as required. Contractor shall provide all of the materials, tools, equipment and labor for cleaning the public streets, public sidewalks, roadways, alleys, driveways, etc., which are affected and/or disturbed by the Work.

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

9. CONSTRUCTION SIGNS

The contractor shall install signs restricting access of the general public to the area of construction. As a minimum, they should state “**CONSTRUCTION AREA – NO ADMITTANCE**”. Restricted areas, however, shall not block public exit ways. Provide temporary signs as required where work is being phased.

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10. GUARANTEES AND WARRANTIES:

All guarantees and warranties shall start at the time a Certificate of Occupancy is issued, not at the time of start up of equipment. This applies to **ALL** equipment, systems and services of the building.

11. PRECEDENCE OF LARGE SCALE DETAILS AND DOCUMENTS

A. The general character of the detail work is shown on the drawings, but minor modifications may be made in large-scale details. Where the word "similar" occurs on the drawings, it shall be used in its general sense and not as meaning identical. All details shall be worked out in relation to their location and their connection to other parts of the work. On any drawings where a portion of the work is drawn out and the remainder is indicated in outline, the parts indicated in outline shall also apply to other like portions of the work. Where details are indicated by starting only, such details shall be continued throughout the courses or parts where it occurs and shall also apply to all other similar parts in the work unless otherwise noted. In case of differences between small and large- scale drawings, the larger scale drawings shall take precedence. Any discrepancies shall be referred to the Architect/Engineer before any work affected thereby has been performed.

B. Work specified but not shown on the drawings, or shown on the drawings but not specified, shall be considered as if indicated in both. In the event of conflict between various parts of the plans and specifications, the document shall take precedence in the following order: (1) for extent, sizes, quantity of work, and design intent, drawings shall govern over specifications; and (2) for quality of materials and workmanship, specifications shall govern over drawings. If there are conflicts between drawings, the Architect shall render a decision, which shall be final. The Contractor shall not increase the Contract price due to any interpretations made by the Architect.

12. THE BIDDER SHALL ALSO THOROUGHLY EXAMINE AND BECOME FAMILIAR WITH ALL BID DOCUMENTS.

The Bidder shall review all drawings for the project and not limit his/her/its bid to only work that is shown on drawings referenced for a Prime Contractor. The drawings are done so for ease of reference only and not intended to limit the work of the Contractor. If work is shown to be done on one drawing that usually requires work of another contractor or trade and is standard in the industry as such, then the contractor whose trade it is shall include the work in his/her/its bid. It is assumed to be reasonable since the contractor whose trade must do the work has reviewed and familiarized itself with the entire set of drawings and specifications, and therefore knew that it had to be furnished or hooked up and installed. Also if equipment is shown on one drawing but not shown as being hooked up on other drawings, the contractor whose trade usually does the hook up shall do so at no additional charge since he/she/it reviewed and familiarized himself/herself/itself with the entire set of drawings and therefore knew the equipment was there and it had to be hooked up. If steel work is shown on the architectural, but not on the structural, it still shall be provided since the steel subcontractor reviewed the entire set of drawings. By submitting a proposal, the Bidder covenants that he/she/it has carefully examined the **complete** set of Bid Documents, Addenda, if any, and the Site; and that from Bidder's investigation Bidder has satisfied himself/herself/itself as to the nature and location of the work, the phasing required for the work, the general and local conditions and all matters that may in any way affect the work or its performance and that as a result of such examination,

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Bidder fully understands the intent and purpose thereof, Bidder's obligations thereunder, and that Bidder will not make any claim for, or have any right to damages, because of a lack of any information.

13. CONSTRUCTION START AND DURATION

The Contractor shall begin construction and shall complete the work in/or before the time of completion set forth in the Bid Form (B-71), reference Section 01100 Summary for schedule and phasing duration requirements. Failure of the Contractor to begin construction activities within 20 days for any reason not approved by the Owner shall constitute a Contractor default for which the owner may take whatever action that is deemed appropriate under the contract. The Contractor shall include within his bid all costs associated with the coordination required between the various subcontractors to meet these dates.

END OF SPECIAL CONDITIONS SECTION

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Work restrictions.
- 4. Work Phasing
- 5. Specification and Drawing conventions.

- B. Related Requirements:

- 1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
- 2. Division 01 Section "Execution" for coordination of Owner-installed products.

1.3 DEFINITIONS

- A. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

1.4 PROJECT INFORMATION

- A. Project Identification: Alteration of the Gerry B. Green Building Plaza.

- 1. Project Location: 200 West 2nd Street, Plainfield, New Jersey.

- B. Owner Representative: Pinnacle Consulting and Construction

- 1. Representative: Bob Pasqual
One Gateway Center, Suite 2600
Newark, NJ 07102
Telephone: 973-353-6218

- C. Architect: RSC Architects LLC.

- 1. Architect's Representative: Timothy Hennessey
3 University Plaza Drive
Hackensack, NJ 07601
Telephone: 201-941-3040

D. Architect's Consultants: Architect has retained the following design professionals, who have prepared designated portions of the Contract Documents:

1. Structural Engineer: Pennoni Engineering Consulting
2. Mechanical Plumbing Electrical Fire Protection Engineer: Karbon Engineering Services

1.5 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:

1. The replacement of roof top units (RTU's). (Base Scope of Work)
 - a. The work consists of the replacement of four (4) existing RTU's and associated equipment.
 - b. The replacement of the RTU's is a critical path scope of work and all prerequisite tasks and activities shall be expedited to ensure an approach that is most beneficial to minimizing the project duration.
 - c. The RTU replacement shall be phased to be removed and replaced. RTU-1 and RTU-2 are to be replaced during the (20) business day shut down (inclusive of State and Federal Holidays) and is to be coordinated with the replacement of above ceiling hvac equipment. Contractor to coordinate shut down with delivery of units and owner during the submittal phase.
 - d. All work shall be planned, coordinated and executed with all other project work to ensure full operation of the existing facilities.
2. The replacement of roofing. (Base Scope of Work)
 - a. The work consists of the replacement of approximately 24,000 SF of roof area as indicated on Roof Plan.
 - b. The roofing work will be performed in phases, all flashings and base sheets to be installed, upon completion of RTU replacements the cap sheet and final flashing work to be completed.
 - c. Removal of existing Roofing, Flashings, insulation, and related materials as indicated on the drawings for roof replacement.
 - d. Removal of single ply membrane only to be discarded, existing sound insulation to remain.
 - Removal and Replacement of all wet and/or damp insulation if present.
 - e. Mechanical attachment of Secure Rock®, ½" thick divorce board to Metal deck.
 - f. Install Isocyanurate board and ½" cover board crickets.
 - g. Torch-applied Modified (*Rolled*) built-up roofing system. White granule surface and base sheet.
 - h. Specified flashings and accessories.
3. The replacement of fan-powered boxes. (Base Scope of Work)
 - a. The work consists of the replacement of all existing fan-powered terminal boxes (FPB's).
 - b. The work includes modifications to existing ductwork to accommodate the new boxes.
 - c. The work includes the balancing of air flow of the existing diffusers.
 - d. The work includes the replacement of the existing building management system (BMS).
 - e. All work shall be planned, coordinated and executed with all other project work to ensure full operation of the existing facilities ahead of coordinated shut down. Owner will provide (20) consecutive business days (inclusive of State and Federal Holidays) for the above ceiling work to be installed, contractor is to complete the FPB's above ceiling work during this period.
 - f. Ceiling tiles and grid to be removed and replaced with new as required to install above ceiling equipment.
 - g. The FPB replacement is to be coordinated with the Alternate #3 ceiling tile replacement through out building if owner awards scope of work.

4. Interior painting. (Base Scope of Work – State Areas)
 - a. The work consists of the interior painting of all wall areas and door frames in all State occupied spaces within the building (See Architectural Floor Plans for Locations).
 - b. The existing wall base shall remain unchanged.
 - c. **The work consists of the preparation of wall surfaces and frames for priming and painting as per the specifications.**
 - d. Existing furniture and equipment to remain in place.
 - e. Owner will select up to 5 colors to be applied.
5. Elevator Modernization. (Alternate #1)
 - a. The work consists of the modernization of three (3) elevators including two (2) passenger elevators and one service elevator.
 - b. An Elevator Modernization Survey dated April 23, 2025 as prepared by Lerch-Bates has been provided as background information related to the elevator scope.
 - c. The elevator work consists of the following.
 - 1) The replacement of the controllers.
 - 2) The replacement of the door operator and detector.
 - 3) The replacement of the selector, car, and hall fixtures.
 - 4) Modifications to the fire service modules.
 - 5) The replacement of the hoist way door rollers.
6. Interior painting (Alternate #2 – County and Additional Tenant Areas)
 - a. The work consists of the interior painting of all wall areas and door frames in the remaining areas of the building outside of the State occupied spaces within the building (see architectural floor plans for locations).
 - b. The existing wall base shall remain unchanged.
 - c. The work consists of the preparation of wall surfaces and frames for priming and painting as per the specifications.
 - d. Existing furniture and equipment to remain in place.
 - e. Areas excluded include stair towers, Soffits, and Tiled bathroom Areas
7. The replacement of suspended acoustic ceiling tiles (Alternate #3).
 - a. The work consists of the replacement of all existing suspended acoustic ceiling tiles throughout all areas of the building.
 - b. The existing ceiling grid is to remain unchanged, unless otherwise noted as part of other work scopes.
 - c. Existing Grid to be painted prior to installation of new ceiling tiles.
 - d. The ceiling tile replacement shall be coordinated with the FPB replacement.
 - e. The existing ceiling grid shall be removed at the dashed area (2'-0" perimeter) around the FPB to accommodate the replacement prior to the ceiling tile replacement.
8. Other Work indicated in the Contract Documents. (Base Scope of Work)
 - a. Contractor is responsible for coordination with utility companies (such as PSE&G) and shall be responsible to schedule within the project contract duration.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.6 WORK PHASING

- A. The Project needs to be completed within the contract duration indicated in the special conditions section of the specifications.
- B. The contractor shall provide a schedule for the sequencing of the work in a manner that maintenance full operation and condition of the building during the work
- C. The Owner will coordinate a (20) business day duration, inclusive of state and federal holidays, when the office spaces can be vacated to perform work that would be disruptive to the working office environment.
- D. It will be the contractor's responsibility to coordinate all work scopes and man power to complete the

work accordingly. A schedule of all work items shall be submitted to the owner's representative for full acceptance prior to execution.

- E. The phasing of the work shall be carefully planned and executed to ensure a seamless transition between the removal of existing elements and the installation of new components. This approach will minimize disruptions, safeguard newly completed construction from damage, and maintain a controlled environment for efficient progress.
- F. Protective measures, such as temporary barriers and sequencing strategies, will be implemented to prevent interference with fresh installations. Additionally, coordination between trades and adherence to a detailed schedule will ensure that each phase progresses smoothly, reducing the risk of delays or complications.
- G. The following work is to be coordinated during a 20 consecutive business day shut down (inclusive of state and federal holidays) coordinated with delivery of RTU #1 and #2:
 - Above ceiling installation of FPB's,
 - Interior Painting and Ceiling Replacement
 - Removal and Installation of RTU #1 and #2
 - All associated work for the above listed items to be completed as well

ANY WORK THAT DOES NOT IMPACT BUILDING OPERATIONS SUCH AS THE ROOF REPLACEMENT MAY BE SEQUENCED TO SUPPORT EARLIER COMPLETION OF THE PROJECT BUT MUST BE REVIEWED AND APPROVED BY THE OWNERS REPRESENTATIVE.

- H. The liquidated damages shall also be applied to the (20) business day shutdown (inclusive of State and Federal Holidays) of the office spaces. If the work is not completed and the office spaces cannot be occupied. Section 1.32 Liquidated Damages further outlines the responsibilities of the contractor.

1.7 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.
- C. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
 - 3. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.

- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
 - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100