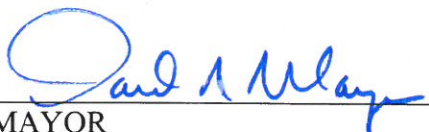


SPECIFICATIONS FOR THE RENOVATION TO
RE-ROOFING OF THE GLOUCESTER TOWNSHIP
SENIOR COMMUNITY CENTER
FOR THE TOWNSHIP OF GLOUCESTER
COUNTY OF CAMDEN


MAYOR


DEPARTMENT HEAD


BUSINESS ADMINISTRATOR


SOLICITOR

BID OPENING DATE: WEDNESDAY, MAY 13, 2015 @ 10:15 A.M.

SPECIFICATIONS # P.W.: 15-13

TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY

NOTICE TO BIDDERS

NOTICE is hereby given that sealed proposals for the:

RE-ROOFING OF THE GLOUCESTER TOWNSHIP
SENIOR COMMUNITY CENTER

BID SPECIFICATION NUMBER: PW: 15-13

will be received no later than 10:15 am prevailing time on Wednesday, May 13, 2015, at the Municipal Building, Chews-Clementon Road, Chews Landing, New Jersey

PROPOSALS must be addressed to the Township Council, PO Box 8, Blackwood, New Jersey, 08012 and will be opened and read publicly at the above time and date, and should be in a sealed envelope marked:

RE-ROOFING OF THE GLOUCESTER TOWNSHIP
SENIOR COMMUNITY CENTER

DO NOT OPEN UNTIL: WEDNESDAY, MAY 13, 2015 @ 10:15 AM

PROPOSAL forms, instructions to bidders, specifications and other bidding documents may be examined or obtained at the office of the Township Clerk, 1261 Chews Landing Road, Laurel Springs, New Jersey, during normal business hours.

The Township Council reserves the right to reject any or all proposals in whole or in part, and to waive such informalities as may be permitted by law.

BIDDERS are required to comply with the requirements of P.L. 1975, Chapter 127, and P.L. 1977, Chapter 33.

Information on Affirmative Action Program requirements is available at the office of the Township Clerk, Municipal Complex, Chews-Clementon Road, Laurel Springs, New Jersey.

Rosemary DiJosie

BID PROPOSAL FORM

PW15-13 RE-ROOFING OF THE GLOUCESTER TOWNSHIP
SENIOR COMMUNITY CENTER

The under signed proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

Amount in words

\$ _____

Amount in numbers

\$ _____

Cost to replace per sheet 4' x 8' plywood

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title

Telephone Number

Date

PROPOSAL FORM/SIGNATURE PAGES

To: Township Council
Gloucester Township
1261 Chews Landing Road
Laurel Springs, NJ 08021

Date: _____

Council:

This proposal is submitted in accordance with your advertisement inviting proposals to be received for the project identified as: _____.

Having carefully examined the "Advertisement for Bids; Bidding Instruction", General Clauses", "Plans", etc. hereinafter, bulletins applying thereto, and being familiar with the various conditions affecting the work, the undersigned hereby agrees to furnish all materials, perform all labor, and all else necessary to complete the work in strict accordance with the specifications for prices as follows:

In case this proposal is accepted, the undersigned is hereby bound to enter into contract within ten(10) days after receipt of notice of acceptance for above mentioned work, in accordance with such specifications.

Subscribed and Sworn
before me this ____ day
of _____, 20____

(Type or Print Name)

Notary public of _____

Signature

My commission expires _____

(Seal)

INSTRUCTIONS TO BIDDERS

NO DEPOSIT OR FEE IS REQUIRED FOR SPECIFICATIONS

QUALIFICATIONS OF BIDDERS

All bidders must be prepared to present suitable evidence of their financial standing and to furnish a list of similar work recently completed.

No verbal instructions or information to bidders will be binding. The specifications will be considered as clear and complete unless written attention is called to any discrepancies or incompleteness before the opening of bids. Should any written inquiries be received by the Business Administrator, these inquiries will be answered in the form of bulletins and issued to all bidders. These bulletins shall be considered a part of these specifications.

Bids will be considered as conclusive evidence of complete examination of specifications and samples. It is understood that parties making bids accept all the terms and conditions expressed and contained in the specifications attached to the proposal submitted.

A proposal Form/Signature Page is provided in these specifications. This form must be used in submitting a proposal and all pages of the form must be completely filled out and signed by the bidder.

PRESENTATION OF BIDS

Each bid must be enclosed in a sealed envelope and clearly marked on the outside: "BID PROPOSAL _____" (see advertisement, page 1), and delivered to the Office of the Township Clerk, 1261 Chews Landing Rd., Laurel Springs, New Jersey 08021.

WITHDRAWALS

No proposal may be withdrawn later than 4:30 p.m. prevailing time on the day of the opening of the bids. No modifications or explanations of any bid will be allowed after the same is sealed and delivered to the Township Clerk. The proposals will be opened and read publicly by the Township Council.

The Township Council reserves the right to reject any or all bids or parts thereof as deemed to be in the best interest of the Township and to waive any immaterial informalities as may be permitted by law.

FORM OF CONTRACT

The successful bidder will be required to execute a written contract with the Township Council within ten(10) days after notice of the acceptance of their proposal.

BID BOND

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

SURETY BOND

The successful bidder will be required to furnish a surety bond in the amount of one hundred percent (100%) of the contract price, the condition of which shall be in the full and complete execution and performance of each and all of the terms contained in the contract, proposal, specifications and instructions to bidders. The bond shall meet all requirements of the Township Council.

NOTE: Surety bond is automatically required when the contract price exceeds nine hundred ninety nine dollars and ninety nine cents, (\$999.99); when the contract price is under \$999.99, surety bond may be required by the Township Council if they deem it necessary and in the best interest of the Township.

Entire cost of bond(s) shall be paid for by the individuals, firms, or corporations with whom the contract(s) are entered into for the execution of any other purchases, or the furnishing or hiring of any materials or supplies.

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequent, all bidders shall, with their bid, a certificate in substantially the following form:

TO: _____
(Owner)

RE: _____
(Contractor)

(Project Description)

This is to certify that the

(Surety Company)

will provide to _____ a performance bond
(Owner)

in the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

**CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORISED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

SPECIFICATIONS

These specifications are intended to cover the furnishing of all materials and the performance of all work that may be required or necessary for the complete compliance of the contract and the contractor will be required to do all things. Where plans, drawings or schematics accompany certain sections of the specifications, these shall be considered as a part of these specifications.

INTERPRETATIONS OF SPECIFICATIONS

Should the contractor discover discrepancies in the specifications, the matter shall be immediately brought to the attention of the Township of Gloucester and the discrepancies corrected by written agreement before proceeding further.

All explanation, interpretations and instructions required under these specifications will be given by the Township upon written request from bidders.

Equipment to be furnished (if applicable) shall be new, first-class, or as specifically stipulated in the detailed specifications and shall meet with the approval of the Township Council or their designated representative.

All equipment if applicable, shall conform to the requirements of these specifications and any equipment rejected by the Council as not complying with these specifications shall be immediately removed and replaced with acceptable equipment.

EXTRA WORK

No extras or additional work will be allowed or paid for unless such extras or additional work is ordered in writing by the Township and the price fixed and agreed before such work is performed.

ADDITIONS OR DEDUCTIONS

The Council of the Township of Gloucester shall have the right, without invalidating the contract, to make additions to or deductions from the work covered by these specifications and in case such deductions in cost shall be made between the Council and the contractor, but must be agreed to in writing.

PROTECTION BY CONTRACTOR

The contractor agrees to indemnify and save harmless the Township and their representatives from all suits or actions of every nature and description brought against them or either of them, or on account of the use of patented or copyrighted material, appliances, products, or processes, with legal protection. The contractor shall not transfer or sublet any portion of the work covered by these specifications without written consent of the Township.

GENERAL CLAUSE

PROPOSAL FORMS

As noted under "instructions to bidders", attached to these specifications is a "Proposal Form/Signature Form", which must be completely filled out and signed by each bidder.

As these Instructions to Bidders, Specifications, Form of Proposal, Signature Page, General and Special Clauses, etc. all refer to each other and together constitute a whole legal binding agreement and must be returned together as when delivered to bidder.

NO BID WILL BE ACCEPTED UNLESS SUBMITTED ON THE FORMS FURNISHED HEREIN

All bids must be sealed, marked and delivered in accordance with the instructions in paragraph 5, and 6. Bids will be opened and read publicly by the Business Administrator at the time and day specified in the Advertisement for Bids. Reading of the bids will take place at the Municipal Building, 1261 Chews Landing Road, Laurel Springs, NJ 08021.

DELIVERY

In general, deliveries shall be at such time and place as may be fixed by Council and shall not be made except upon definite instructions. See "Specifications" for delivery required under these present specifications.

DISPOSAL OF MATERIALS, SUPPLIED ETC...NOT APPROVED.

Bidders shall understand that when materials, supplies, etc. have been delivered to the job which do not comply with the specifications and have not been approved, they shall be immediately removed upon notification to the contractor and replaced with material, supplied, etc., in full accordance with the specifications.

PAYMENTS

Payments shall be made to the contractor within sixty(60) days of receipt of invoice, after inspection and acceptance of the material and/or work and approval of the invoice by the Township Council unless otherwise stipulated by the Township in the form of a contract.

NUMBER OF WORKING DAYS

The contract shall contain the date which the work shall be completed or shall specify the number of working days to be allowed for its completion and/or delivery of materials equipment and supplies.

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notifications of award but prior to execution of this contract, one of the following three documents as forms of evidence.:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned Affirmative Action Program (good for one year from the date of the letter):

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contraction unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____

SIGNATURE _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA)

This fact sheet provides general information concerning DBRA.

Coverage

DBRA requires payment of prevailing wages on federally funded or assisted construction projects. The Davis-Bacon Act applies to each federal government or District of Columbia contract in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are Davis-Bacon "related Acts." The "related Acts" include provisions that require Davis-Bacon labor standards apply to most federally assisted construction. Examples of "related Acts" include the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

Basic Provisions/Requirements

Contractors and subcontractors must pay laborers and mechanics employed directly upon the site of the work at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination in the contract, for the work performed. Davis-Bacon labor standards clauses must be included in covered contracts.

The Davis-Bacon "prevailing wage" is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor's obligation to pay at least the prevailing wage listed in the contract wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid on all hours worked on the site of the work.

Apprentices or trainees may be employed at less than the rates listed in the contract wage determination only when they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department.

Contractors and subcontractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination with the Davis-Bacon poster (WH-1321) on the job site in a prominent and accessible place where they can be easily seen by the workers.

Davis-Bacon Wage Determinations

Davis-Bacon wage determinations are published on the Wage Determinations On Line (WDOL) website for contracting agencies to incorporate them into covered contracts. The "prevailing wages" are determined based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area. Guidance on determining the type of construction is provided in All Agency Memoranda Nos. 130 and 131.

Penalties/Sanctions and Appeals

Contract payments may be withheld in sufficient amounts to satisfy liabilities for underpayment of wages and for liquidated damages for overtime violations under the Contract Work Hours and Safety Standards Act (CWHSSA). In addition, violations of the Davis-Bacon contract clauses may be grounds for contract termination, contractor liability for any resulting costs to the government and debarment from future contracts for a period up to three years.

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge (ALJ). Interested parties may appeal ALJ decisions to the Department's Administrative Review Board. Final Board determinations on violations and debarment may be appealed to and are enforceable through the federal courts.

Typical Problems

(1) Misclassification of laborers and mechanics. (2) Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours). (3) Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day. (4) Failure of to maintain a copy of bona fide apprenticeship program and individual registration documents for apprentices. (5) Failure to submit certified payrolls weekly. (6) Failure to post the Davis-Bacon poster and applicable wage determination.

Relation to State, Local, and Other Federal Laws

The Copeland "Anti-Kickback" Act prohibits contractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State (and local) laws. Also, overtime work pay requirements under CWHSSA) and the Fair Labor Standards Act may apply.

Under Reorganization Plan No. 14 of 1950, (5 U.S.C.A. Appendix), the federal contracting or assistance-administering agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions and, in order to promote consistent and effective enforcement, the Department of Labor has regulatory and oversight authority, including the authority to investigate compliance.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
Contact Us

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

PAYROLL

U.S. Wage and Hour Division
Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

[illegible]

ADDRESS

OMB No.: 1215-0149
Expires: 12/31/2011

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

| (1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER | (2) NO. OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | OT. OR ST. | (4) DAY AND DATE | | | | | | | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS | | | | | (9) NET WAGES PAID FOR WEEK |
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We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S5502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Public Burden Statement

(over)

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ (Contractor or Subcontractor) _____ on the

_____ (Building or Work) _____; that during the payroll period commencing on the

_____ day of _____, and ending the _____ day of _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ (Contractor or Subcontractor) _____ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|-------------------|-------------|
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| REMARKS: | |
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| NAME AND TITLE | SIGNATURE |
|--|-----------|
| THE WILLFUL FAISIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1007 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE. | |

Record of Employee Interview

U.S. Department of Housing and Urban Development Office of Labor Relations

OMB Approval No. 2501-0009
(exp. 08/31/2007)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential.**

| | | | | | |
|--|---|---|---|---|---|
| 1a. Project Name | | | 2a. Employee Name | | |
| 1b. Project Number | | | 2b. Employee Phone Number (including area code) | | |
| 1c. Contractor or Subcontractor (Employer) | | | 2c. Employee Home Address & Zip Code | | |
| | | | 2d. Verification of identification? Yes <input type="checkbox"/> No <input type="checkbox"/> | | |
| 3a. How long on this job? | 3b. Last date on this job before today? | 3c. No. of hours last day on this job? | 4a. Hourly rate of pay? | 4b. Fringe Benefits? Vacation Yes <input type="checkbox"/> No <input type="checkbox"/> Medical Yes <input type="checkbox"/> No <input type="checkbox"/> Pension Yes <input type="checkbox"/> No <input type="checkbox"/> | 4c. Pay stub? Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 5. Your job classification(s) (list all) --- continue on a separate sheet if necessary | | | | | |
| 6. Your duties | | | | | |
| 7. Tools or equipment used | | | | | |
| CONFIDENTIAL | | | | | |
| 8. Are you an apprentice or trainee? | | Y <input type="checkbox"/> N <input type="checkbox"/> | 10. Are you paid at least time and 1/2 for all hours worked in excess of 40 in a week? | | Y <input type="checkbox"/> N <input type="checkbox"/> |
| 9. Are you paid for all hours worked? | | Y <input type="checkbox"/> N <input type="checkbox"/> | 11. Have you ever been threatened or coerced into giving up any part of your pay? | | Y <input type="checkbox"/> N <input type="checkbox"/> |
| 12a. Employee Signature | | | 12b. Date | | |
| 13. Duties observed by the Interviewer (Please be specific.) | | | | | |
| 14. Remarks | | | | | |
| 15a. Interviewer name (please print) | | | 15b. Signature of Interviewer | | 15c. Date of interview |

Payroll Examination

16. Remarks

| | |
|------------------------------------|-----------|
| 17a. Signature of Payroll Examiner | 17b. Date |
|------------------------------------|-----------|

Instructions

General:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Relations staff, and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews shall be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Completing the form HUD-11

Items 1a - 1c: Self-explanatory

Items 2a - 2d: Enter the employee's full name, a telephone number where the employee can be reached, and the employee's home address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a - 4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5 - 7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g., Carpenter, Electrician, Plumber) - responses such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8 - 12b: Self-explanatory

Items 13 - 15c: These items represent some of the most important information that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in that trade(s) that are available.

Items 16 - 17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.

EXEMPTION FROM FEDERAL EXCISE AND NEW JERSEY SALES TAX

The Township of Gloucester is exempt from Federal Excise Tax and the New Jersey Sales Tax. Net prices as shown in the proposal shall exclude said Federal and State Tax amounts.

NOTE: This provision shall not apply to construction, repair and/or maintenance contracts where bidder purchase supplies, materials, and/or equipment and includes costs thereof in computation of his bid or proposal.

PREVAILING WAGE ACT

The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) and U.S. Department of Labor Wage and Hour Division. The Davis-Bacon and Related Acts (DBRA).

Current applicable Wage Rate Determination of the State of New Jersey Department of Labor and the U. S. Department of Labor shall become part of the contract.

DOMESTIC PRODUCTS

Only manufactured products of the United States, wherever available, shall be used in connection with this undertaking, pursuant to 40A:11-18 to the Revised Statutes of the State of New Jersey.

PUBLIC DISCLOSURE

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded and State, County, Municipal, or School District contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said Corporation or Partnership there is submitted a statement. The statement shall set forth the names and addresses of all class, or all individual partners in the Partnership who own ten percent (10%) or more if its stock or any class, or if all individual partners in the Partnership who owns a ten percent (10%) or greater interest therein.

FAILURE TO SUPPLY THIS INFORMATION WITH "FORM OF PROPOSAL" WILL BE CAUSE TO REJECT THE BID

SUPPLEMENT TO BID SPECIFICATIONS

NON-DISCRIMINATION

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

1. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicants for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of the non-discrimination clause.
2. 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 or sex.
3. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
4. The contractor or subcontractor, where applicable agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L., c.127, as amended and supplemented from time-to-time.
5. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127 as amended and supplemented from time-to-time or in accordance with a binding determination of applicable county employment goals, determined by the Affirmative Action Office pursuant to section 5.2 of the regulations promulgated by Treasurer pursuant to P.L. 1975, c, 127 as amended and supplemented from time-to-time.

6. The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
7. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established and by application Federal Law and applicable Federal Court decisions.
8. The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex and conform with the applicable employment goals consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decisions.

Provisions 4, 5, 6, 7, or 8 not required for subcontractors with (4) or fewer employees or a contractor who has presented evidence of a Federally approved or sanctioned Affirmative Action Program

Submitted By:

Name of Firm

Signature

Title

Date

AFFIDAVIT FOR AFFIRMATIVE ACTION

(This Affidavit is part of the Proposal)

STATE OF: _____

COUNTY OF: _____

being duly sworn, deposes and says that he/she resides at:

and that he/she is the _____ of _____
who signed the foregoing Proposal of Bids, that during the course of this contract, he/she will agree
to the Plan for Affirmative Action.

Subscribed and Sworn to

before me on the ____ day

of _____ 20 ____

(Notary Public)

My Commission Expires:

(Seal)

GOODS, PROFESSIONAL SERVICES AND
GENERAL SERVICE 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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of the 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, sex, affectional or sexual orientation. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, 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 the regulations promulgated by the Treasurer to P.L. 1975, c.127, as amended and supplemented from time-to-time and the Americans with Disabilities Act. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127 as amended and supplemented from time-to-time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time-to-time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal Court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code(NJAC 17:27).

SIGNATURE

(NAME) PRINT OR TYPE

COMPANY NAME:

DATE:

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

SS: _____

I, _____ residing in _____
(Name of Affiant) (Name of Municipality)

in the County of _____ and State of _____ of full

age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(Title or Position) (Name of Firm)

the bidder making this Proposal for the bid entitled _____, and that I
(Title of Bid Proposal)

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 _____ relies upon the truth of the statements contained in said Proposal
(Name of contracting unit)

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 bona fide established commercial or selling agencies maintained by _____.

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

(Type or Print Name)

Notary public of _____

(Signature)

My Commission expires _____

(Seal)

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

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

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

(Check Appropriate Statements(s))

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

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

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

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

Subscribed and sworn

before me this _____ day

of _____, 2 _____

Notary Public of _____

My Commission Expires:

(Title)

(Name of Company)

(Seal)

PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 required that each contractor submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate(BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/dca/lgs/lpcl/busregis/bus or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the Use Tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq) on all sales of tangible personal property delivered into this state.

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

NEW JERSEY "BUSINESS REGISTRATION CERTIFICATE" FORM

P.L. 2004 Ch. 57 requires that Business Organization's, be registered with the New Jersey Department of Treasury, Division of Revenue. The definition in the law is as follows:

"Contractor" means a business organization that seeks to enter or has entered into a contract with a contracting agency, to provide goods, services, or a construction project, the cost of which exceeds 15% of the contracting unit's bid threshold.

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the NJ Department of Treasury, Division of Revenue in accordance with P.L. 2004, Ch57.

Proof of registration is required for all contractor's and named subcontractor's. Proof of registration means a copy of the organization's Business Registration Certificate". No other form can be substituted to fulfill this requirement.

Copies of the Business Registration Certificate shall be submitted and attached to this form.

| <u>Name</u> | <u>Not Registered</u> | <u>Registration Number</u> |
|----------------------|-----------------------|--------------------------------|
| Bidder_____ | _____ | _____ |
| (Subcontractor)_____ | _____ | _____ |
| (Subcontractor)_____ | _____ | _____ |
| (Subcontractor)_____ | _____ | _____ |
| (Subcontractor)_____ | _____ | _____ |

Subscribed and Sworn
before me this ____ day
of _____ 20 ____.

Notary Public of

My Commission Expires _____

(Seal)

Signature

(Type or Print Name)

CONSTRUCTION CONTRACT

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

- 1) 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, or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause.
- 2) 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 or sex.
- 3) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
- 4) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c 127, as amended and supplemented from time-to-time.
- 5) When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority workers in each construction trade consistent with applicable employment goal prescribed section 7.3 of said regulation; provided however, that the Affirmative Action Office may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provision 1, 2 and 3 as long as the Affirmative Action Office is satisfied that the contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority workers is equal to or greater than the applicable employment goal prescribed by section 7.3 of the regulations promulgated by the treasurer pursuant to

P.L. 1975, c. 127, as amended and supplemented from time-to-time. 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(3) days of the contractor award, seek assurance 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 regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as it is supplemented and amended from time-to-time. If the contractor or subcontractor is unable to obtain said assurance from the construction trade union at least five(5) days prior to the commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority workers consistent with the applicable employment goal. If the contractors' or subcontractors' prior experience with a construction trade union regardless of whether the union provided said assurance indicates a significant possibility that the trade union will not refer sufficient minority workers consistent with the applicable employment goal by complying with following hiring procedures prescribed under(2): and the contractor or subcontractor further agrees immediately to take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority workers consistent with the applicable employment goal.
- B. If the hiring of a work force consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of the preceding provision(1), or if the contractor or subcontractor 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 consistent with the applicable county employment goal:
 - 1. To notify the Public Agency Compliance Office, Affirmative Action Office and at least one minority referral organization of its manpower needs and request the referral of minority workers;
 - 2. To notify any minority workers who have been listed with it as awaiting available vacancies;
 - 3. Prior to commencement of work, to request the local construction trade union if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer workers to fill job openings;

4. To leave standing requests for additional referral of minority workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment service and the other approved referral sources until such time as the work force is consistent with the employment goal;
5. If it is necessary to lay off some of the workers in a given trade on the construction site, to assure consistency with the applicable State and Federal Statutes and Court decisions, that sufficient minority employees remain on the site consistent with the employment and to employ any minority workers laid off by the contractor or any other construction site in the area on which its work force composition if not consistent with any employment goal established pursuant to the regulations implementing P.L. 1975, c. 127;
6. To adhere to the following procedure when minority workers apply or are referred to the contractor or subcontractor:
 - i. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's work force in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any workers skills and experience classification determination which may have been made by a Public Agency Compliance Officer, Union, Apprentice Program or a Referral Agency, provided the Referral Agency is acceptable to the Affirmative Action Office and provided further, that if necessary, the contractor shall hire minority workers who qualify as trainees pursuant to subsection 2(k) of these regulations. All of the requirements of the paragraph, however, are limited by the provisions of paragraph (c) below.
 - ii: If the contractor's subcontractor's work force is consistent with applicable employment goals, the name of said minority group individual shall be maintained on a waiting list for first consideration in the event the contractor's or subcontractor's work force is no longer consistent with the applicable employment goal.

- iii. If for any reason said contractor or subcontractor determines said minority group individual is not qualified or if said individual qualifies as an advance trainee or apprentice, said contractor or subcontractor shall inform said individual in writing with the reasons for the determination and maintain copy in its files, and send a copy to the Public Agency Compliance Officer and the Affirmative Action Office.
- 7. To keep a complete and accurate record of all requests made for the referral of works in any trade covered by the contract, and said records shall be kept on forms made available by the Affirmative Action Office and shall be submitted promptly to that office upon request.
- C. The contractor or subcontractor agrees that nothing contained in the preceding provision(3) shall preclude the contractor or subcontractor from complying with hiring all apprenticeship provisions in any applicable collective bargaining agreement 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 arrangements; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion or minority persons or the failure to refer minority group persons consistent with the county employment goal, the contractor or subcontractor shall not be required to employ minority advanced trainees and trained in numbers which result in the employment of advanced trainees as percentage of the total work force for 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 the preceding provision (b), it shall, where practicable, employ minority workers residing within the geographical jurisdiction of the residing union.
- D. The contractor agrees to complete monthly Project Manning Reports on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three(3) days after signing a construction contract and said form once a month thereafter for the duration of this contract the Affirmative Action Office and to the Public Agency Compliance Officer. The contractor agrees to cooperate with the Public Agency in the payment of budgeted funds, as if necessary, for on-the-job programs for outreach and training of minority trainees employed on the construction projects.
Provision 4 and 5 not required for contractors or subcontractors with four(4) or fewer employees or a contractor who has presented evidence of a Federally approved or sanctioned Affirmative Action Program.

CONTRACT FORM

TOWNSHIP OF GLOUCESTER - CAMDEN COUNTY, NEW JERSEY

THIS AGREEMENT made this _____ day of _____, 20____, by and between the TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN, a Municipal Corporation of the STATE OF _____, part of the second part;

The vendor/contractor agrees to sell/construct and the purchaser agrees to buy the following upon the terms and conditions hereinafter set forth.

The vendor/contractor and the purchaser agrees, to be bound by the terms of the Notice to Bidders, Instruction to Bidders General Conditions and Specifications attached hereto and made a part of hereof, and delivery shall be made when and as directed by the purchaser. The vendor/contractor further agrees to furnish a bond with sufficient surety in the amount of _____ the amount of this contract, guaranteeing performance of the contract or delivery to be made a part hereof. The purchaser agrees to make payments in accordance with the terms of proposal.

This contract constitutes the entire agreement between the parties hereto and its provisions shall not be changed except in writing, agreeable to both parties. This contract shall expire _____.

TOWNSHIP CLERK

(Corporate Seal)
ATTEST:

SIGNATURE

TITLE

MAYOR

COMPANY

SIGNATURE

TITLE

PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.25, et seq. Requires that a general or prime contractor and any listed subcontractors name in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is a "person, partnership, association, joint stock company, trust corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25, et seq.). It applies to contractors bases in New Jersey or in another state.

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

C.34:11-56.48, p.l. 1999, Ch. 238 requires that contractors and subcontractors, in certain instances, be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance. The definition in the law is as follows.

"Contractor means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the "New Jersey Prevailing Wage Act", P.L. 1963, C150 (c.34:11-56.25 et seq.). For the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or a public institution, and includes any subcontractor or lower tier subcontractor of a contractor as defined herein, except that, for the purposes of this act, no pumping station, treatment plant or construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as public building regularly open to and used by the general public or a public institution.

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the NJ Department of Labor, Division of Wage and Hour Compliance in accordance with P.L. 1999, Ch. 238

| <u>NAME</u> | <u>NOT REGISTERED</u> | <u>REGISTRATION #</u> |
|---------------------------------|-----------------------|-----------------------|
| Bidder _____ (Subcontractor) | _____ | _____ |
| _____ (Subcontractor) | _____ | _____ |
| _____ (Subcontractor) | _____ | _____ |
| _____ (Subcontractor) | _____ | _____ |

IF IN THE PROCESS OF REGISTRATION, BUT HAVE NOT YET RECEIVED A REGISTRATION NUMBER, ATTACH PROOF OF APPLICATION FOR CONTRACTOR AND/OR SUBCONTRACTORS.

Registration forms are available by contacting Contractor Registration Unit at (609) 292-9464.

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

Signature

Notary Public

(Name & Title Type or Print)

My Commission Expires) _____ 20_____

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with disability

The contractor and the Township of Gloucester, do hereby agree that the provisions of Title 11, of the Americans With Disabilities Act of 1990 42 U.S.C. §12101 et seq, which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made 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 that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the 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 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 other process received by the owner or its representatives.

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractor for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agree 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 the Agreement or otherwise at law.

SPECIFICATIONS

CONTRACT DOCUMENTS

Requirements of the work are in the contract documents, and include cross reference herein to publish information, which is not necessarily bound therewith.

Contract No. 1-Overall Construction (including work of all trades)

PROJECT/WORK IDENTIFICATION

1. Remove entire old roofing down to wood deck
2. Remove two (2) old vent pipes, replace plywood
3. Install complete new thirty (30) year shingles over new felt paper with ice and water shield at all gutter areas
4. Install roll ridge vent to entire ridge area
5. Install all new vent pipe flashing
6. Replace plywood if needed where damage may exist.

SHINGLES

TAMPCO – Heritage

Minimum thirty (30) year warranty

HIP AND RIDGE

Manufacturer's standard factory precut units to match shingles

ROOF FELT

Minimum #15 Asphalt-saturated un-perforated organic roofing felt

NAILS

Aluminum or hot-dip galvanized 11 or 12 gauge. Penetrate $\frac{3}{4}$ " or through plywood sheathing

GENERAL CONSTRUCTION NOTES

Contractor will be responsible to review plans and general construction notes.

TIME OF COMPLETION

In as much as time is of an essence for completion of the work under this Contract all work shall be fully completed within thirty (30) calendar days of the Date of Notice to Proceed. If the Contractor fails to complete this project in full compliance with the Provisions of this Contract within this stipulated time, or within such future time as may be granted by the Owner under the terms of this Contract, then the Contractor, shall, and hereby agrees to pay the owner as liquidated damages, not as a penalty, the sum of One Hundred Dollars (\$100.00) for each consecutive calendar day after the stipulated time of completion that is required to complete this work. Any such liquidated damages shall not in any way release the Contractor from the obligations of his Contract with the Owner.

It shall be the responsibility of the General Contractor to coordinate his work with the work of the subcontractors so that they may be completed in the allotted time.

CONTRACTOR USE OF SITE

The Contractor shall limit his use of the premises to the work indicated and confine operations at the site to the areas permitted. Portions of the site beyond areas on which work is indicated are not to be disturbed.

The Contractor shall assume full responsibility for the protection and safekeeping of all products under this Contract and stored on the site.

USE OF SITE BY OWNER AND OTHER CONTRACTORS

The Owner may award separate contracts for other work to be performed on the property, including site improvements around this building, and such work may occur wholly or partially during the time of the Work under this contract.

This Contractor shall coordinate the Work under this Contract with the Owner, and cooperate with the Owner, and all other entities engaged by the Owner, to allow the various parties to properly execute their work in an efficient and timely manner.

MEASUREMENTS AND INSPECTIONS

The Contractor will be held to have examined the site prior to submitting his bid and have informed himself of all existing conditions affecting the Work.

Before ordering any material, or doing any work, the Contractor or Subcontractors and Suppliers must obtain measurements of the various parts and installations from each other so that parts will fit the work of all trades. As soon as construction permits, dimensions must be checked at the site and necessary field measurements taken.

It shall be the responsibility of the Contractor to establish lines and levels for the work and to furnish the usual equipment to do so.

Any discrepancies in actual dimensions, lines and levels from those indicated shall be immediately reported to the Department of Public Works Representative for clarification before proceeding with further work in that area.

COORDINATION OF WORK

The Contractor and all Subcontractors shall coordinate their work with adjacent work and cooperate with other trades so as to facilitate general progress of the Work. Each trade shall afford other trades every reasonable opportunity for installation of their work and for storage of their materials.

Work done by any trade, either attached to or abutting work by others, shall constitute evidence that such work by others was satisfactory to the tradesman for the proper execution of their work.

PERMITS

The Contractor shall obtain all permits required for the satisfactory completion of the work, whatever the authority having jurisdiction. Verify with authority if payment is required and amount of payment prior to submission of bid. Include amount of required payment, if any, in base bid.

SIGNS

Advertising signs will not be permitted on job site.

The General Contractor shall furnish, erect and maintain approved Danger, Warning, and Keep Out signage at placed and locations where the placing of such signs is warranted, and in other locations as may be directed by the Owner's representative. All such signs shall be sufficiently illuminated to make them visible at all times. Furnish pedestrian control signs as required and directed by the Owner's representative.

Any other signs required must be approved by the Owner prior to erection in the site.

PROGRESS SCHEDULE AND REPORTS

Immediately following Notice of Award of Contract, the Contractor shall submit a bar-chart type progress schedule, indicating a time bar for each significant category or unit of work to be performed at the site. Arrange schedule to indicate required sequencing of units, and to show time allowance for submittal, inspections and similar time margins.

No work may commence on the Project until the Schedule is submitted to and approved by the Owner.

MEETINGS AND REPORT

Preconstruction Meeting: Shall be held prior to issuance of Notice to Proceed and shall be attended by representatives of the Owner, Architect, the Contractor and major subcontractors.

No work may commence on the Project until after this meeting.

SCHEDULE OF VALUES

Prepare a schedule of values to show breakdown of Contract sum corresponding with payment request breakdown and progress schedule line items. Show dollar value and percent of total for each unit of work scheduled. Submit not less than seven (7) days prior to first payment request, (unless otherwise directed) and revise each time schedule is affected by change other than value revision.

PAYMENT REQUESTS

Requests for payment shall be submitted to the Department of Public Works Representative monthly, not later than five (5) days after the end of the calendar month (or other mutually agreed time period) for which the request is being submitted. The form of request shall be on properly completed AIA Document G702, "Application and Certification for Payment", supported by AIA Document G703 "Continuation Sheet", accompanied by a properly executed Voucher Form as stipulated by the Owner and any other documentation as may be required.

All payment requests shall be submitted and processed in strict accordance with the requirements of the Owner.

DISMANTLING AND REMOVAL

Existing Construction shall be dismantled and removed as required. All materials and equipment which is specified as being demolished or removed shall be taken from the site, except as directed otherwise by the Owner or the drawings.

During removal of any existing finishes or construction, care shall be taken not to remove, disturb, or damage adjacent construction finishes. Contractor shall be responsible for correcting any such damage and for returning such contraction to its previous condition.

All items within the site scheduled for reuse which are accidentally damaged or disturbed during this Contract shall be repaired or replaced to condition which is satisfactory to the Owner.

Cutting and Patching:

Each Contractor shall leave all chases, holes or openings straight, true and of proper size in his own work, or cut same in existing work, as may be necessary for the proper installation of his own or other contractor's work, consulting with the Owner and Contractors concerned, regarding proper location and size of same. In case of other contractor's work, consulting with the owner and Contractors concerned, regarding proper location and size of same. In case of his failure to leave, or cut same in property place, he shall cut them afterwards at his own expense. No excessive cutting will be permitted, nor shall any piers or other structural members be cut without the consent of the Owner and the Architect having jurisdiction over the same.

After such work has been installed, each Contractor shall carefully fit around, close up, repair, patch and point up same as directed, to the entire satisfaction of the Owner.

All this work shall be done with proper tools and by careful workmen of the particular trade to which such work belongs, and shall be done without extra charge to the Owner.

Debris:

At all times, the premises shall be kept clean and free of debris resulting from the Work.

All temporary materials shall be removed prior to job completion and the premises shall be left completely clean and free of any signs of temporary materials.

DEFINITIONS

General: Except as specifically defined otherwise, the following definitions supplement definitions of the Contract, General Conditions, supplementary Conditions and other general documents, and apply generally to the work.

General Requirements: Provisions of Division 1 sections of these specifications.

Indicated: Shown on drawings by notes, graphics, or schedules, or written into other portions of contract documents. Terms such as "shown", "noted", "scheduled" and "specified" have same meaning as "indicated" and are used to assist the reader in locating particular information.

Directed, Requested, Approved, Accepted, etc.: These terms imply "by the Architect/Engineer", unless otherwise indicated.

Approved by Architect/Engineer: In no case releases Contractor from responsibility to fulfill requirements of contract document.

Project Site: Space available to Contractor at location of project, either exclusively or to be shared with separate contractors, for performance of the work.

Furnish: Supply and delivery to project site, ready for unloading, unpacking, assembly, installation, and similar subsequent requirements.

Install: Operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar requirements.

Provide: Furnish and install, complete and ready for intended use.

Installer: Entity (firm or person) engaged by Contractor, subcontractor, or sub-subcontractor, to perform a particular activity related to the project. Installers are required to be experienced in work they are engaged to perform.

The term “experienced”, when used with the term “installer”, means having a minimum of five (5) previous project similar in size and scope to this project, being familiar with the special requirements indicated, and having complied with requirements of the authorities having jurisdiction.

Specification Text Format: Underscoring facilitates scan reading, no other meaning. Imperative language is directed at Contractor, unless otherwise noted.

Overlapping/Conflicting Requirements: Most stringent (generally) language written directly into contract documents clearly indicates that a less stringent requirement is not acceptable. Refer uncertainties to Architect/Engineer for decision before proceeding.

Minimum Requirements: Indicated requirements are for a specific minimum acceptable level of quality/quantity, as recognized in the industry. Actual work must comply (within specified tolerances), or may exceed minimums within reasonable limits. Refer uncertainties to Architect/Engineer before proceeding.

Abbreviations, Plural Words: Abbreviations, where not defined in contract documents, will be interpreted to mean the normal construction industry terminology, determined by recognized grammatical rules, by the Architect/Engineer. Plural words will be interpreted as singular, and singular words will be interpreted as plural where applicable for context of contract documents.

Testing Laboratory: An independent entity engaged for the project to provide inspections, test, interpretations, reports and similar services.

STANDARDS AND REGULATIONS:

Industry Standards: Applicable standards of construction industry have same force and effect on performance of the work as if copied directly into contract documents or bound and published therewith. Standards referenced in contract documents or in governing regulations have precedence over non-referenced standards, insofar as different standards may contain overlapping or conflicting requirements. Comply with standards in effect as of date of contract documents, unless otherwise indicated.

Abbreviations: Where abbreviations or acronyms are used in contract documents, they mean the well recognized name of entity in building construction industry; refer uncertainties to Architect before proceeding, or consult “Encyclopedia of Association” by Gale Research Company.

Trade Union Jurisdictions: Maintain current information on jurisdictional matters, regulations, actions and pending actions; and administer/supervise performance of work in a manner which will minimize possibility of disputes, conflicts, delays, claims or losses.

ADMINISTRATION AND SUPERVISION:

Coordination: Coordinate various elements of the work and entities engaged to perform work; and coordinate the work with existing facilities/conditions, and with work by separate contractors (if any) and by Owners.

SURVEYING/RECORDING:

General: working from established lines and levels, at nor near project site, establish and maintain dependable markers for lines and levels of the work, including markers for each story of construction. Calculate dimensions and measure for layout of work; do not scale the drawings. Record deviations (if any) from drawing information on existing conditions, and review with Architect at time of discovery.

INSTALLER/INSPECTIONS:

Require Installer of each major unit of work to inspect substrate and conditions for installation, and to report (in writing) unsatisfactory conditions. Correct unsatisfactory conditions before proceeding. Inspect each product immediately before installation, and do not install damaged or defective products, materials or equipment.

INSTALLATION, GENERAL:

Comply with manufacturer's instructions and recommendations to extent printed information is more detailed or stringent than requirements contained directly in contract documents.

Timing: Install work during time and under conditions which will ensure best possible results, coordinated with required inspection and testing.

Anchor work securely in place, properly located by measured line and level, organized for best possible uniformity, visual effect, operational efficiency, durability, and similar benefit to Owner's use. Isolate non-compatible materials from contact, sufficiently to prevent deterioration.

Mount individual units of work at industry-recognized mounting heights, if not otherwise indicated; refer uncertainties to Architect or Department of Public Works Representative.

CLEANING AND PROTECTION:

General: Clean each element of work at time of installation. Provide sufficient maintenance and protection during construction to ensure freedom from damage and deterioration at time of completion.

GENERAL DEFINITIONS:

Work Submittals: The provisions of this section apply to required submittals related to units of work, not to administrative submittals, including payment requests, insurance certificates and progress reports. Specific requirements in other sections have precedence over general requirements of this section.

Miscellaneous Submittals: In addition to categories of shop drawings, product data and samples, a category of miscellaneous submittals is required, including warranties, workmanship bonds, maintenance manuals, inspection/test reports, and closeout submittals.

PROCEDURAL REQUIREMENTS:

General: Coordinate submittals with progress schedule and actual progress of work: allow one (1) week for Owner's initial processing of submittals requiring review and return, one (1) week for each required submission.

Coordinate submittal preparation with construction, fabrication, other submittals, and activities that require sequential operations. Transmit in advance of construction operations to avoid delay.

Coordinate submittals for related operations to avoid delay because of the need to review submittals concurrently for coordination. The architect reserves the right to withhold action on a submittal requiring coordination until related submittals are received.

Submittal Preparation: Place a permanent label on each submittal for identification. Provide a 4x5 inch space as the label, or beside the title block, to record the Architect's /Engineer's action.

Copies of Shop Drawings: Initially, submit three (3) blue/black-line prints; for drawings larger than 8-1/2" x 11", include one (1) additional reproducible transparency.

Copies of Product Data: Mark each copy to indicate actual product to be provided; show selections from among options in manufacturer's printed product data. Except as otherwise indicated, submittal is for information and record (not for Architect's/Engineer's approval). Submit four (4) copies; maintain an additional copy at project site for reference purposes. Do not proceed with installation of manufactured products until a copy of related product data is in Installer's possession at project site.

Sets of Samples: Submit three (3) sets; one set will be returned. Provide three or more samples in each set where variations in color, pattern or texture are observable; show average condition and extreme conditions of variations. Submit full documentation with each set. Except as otherwise indicated, sample submittals are for Architect's/Engineer's observation of color, texture, pattern and "kind" as applicable. Maintain returned set at project site for purposes of quality control comparisons.

Copies of Miscellaneous Submittals: Except as otherwise indicated, provide copies as follows:

Special Project Warranties: Two (2) executed copies, plus conformed copies as required in maintenance manuals.

Special Product Warranties: Two (2) executed copies, plus conformed copies as required in maintenance manuals.

Coincidental Product Warranties: Single Copy, plus copies as required in maintenance manuals.

Inspection/Test Reports and Certificates: Where not processed as shop drawings or product data, provide two (2) copies, plus copies required for maintenance manuals.

Maintenance Manuals: Two (2) bound copies, with major sections identified by tabs and index.

Record Drawings: Original maintained mark-up prints, plus two (2) additional copies.

ARCHITECT'S/ENGINEERS ACTION

Review by the Architect or Public Works Representative of Shop Drawings and other data submitted by the Contractor shall not relieve the Contractor from responsibility for any errors, omissions, or deviations therein or of furnishing the materials and equipment of proper dimension, size, quantity, quality, and all performance characteristics to meet the requirements and intent of the Contract Documents.

The review by the Architect or Department of Public Works Representative shall be only for conformance with the design concept of the Project and with the information given in the Contract Documents. The Architect or Department of Public Works Representative assumes no responsibility for accuracy of dimensions, quantities of materials, errors, omissions or coordination with actual conditions at the site of the work.

The Architect's or Department of Public Works Representative's review shall not relieve the contractor of responsibility of fabrication or construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. errors and omissions in the work shall be corrected by the Contractor without additional cost to the Owner, whether or not the work was installed in accordance with a shop drawing reviewed by the Architect.

CONTRACTOR'S ACTION:

All shop drawings, samples and other data must be checked by the Contractor, and bear his dated and signed stamp of approval, before submitting them to the Architect or Department of Public Works Representative. When coordination is required between Contractors and Subcontractors, submittals shall bear an approval stamp signed by each Contract or Subcontractor concerned. It shall be the Contractor's sole responsibility to determine and so contact these Subcontractors. Delays in completion of work or other costs incurred, due to the failure of the Contractor to obtain these approvals, will also be his responsibility.

By approving and submitting Shop Drawings, samples and other submittals, the Contractor represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each submittal with the requirements of the Contract Documents.

Any submittal Without the Contractor's Stamp of Approval Shall Be Returned To the Contractor For Resubmittal.

It shall be the responsibility of the Contractor to provide copies of final "Reviewed" Shop Drawings or catalogue cuts to his Field Superintendent, his Subcontractors and the Supplier. The Contractor shall be responsible for the distribution of information affecting the work of others and for the coordination of this work with that of his Subcontractors and for the coordination of the work between Subcontractors.

No fabrication shall be undertaken prior to the receipt by the Contractor of Shop Drawings stamped "Reviewed" by the Architect or Department of Public Works Representative. No delivery or installation at the site is to be undertaken unless the Contractor's Field Superintendent has "Reviewed" Shop Drawings at the site.

TEMPORARY FACILITIES

GENERAL:

This section specifies certain minimum temporary facilities to be provided, regardless of methods and means selected for performance of the work, but not by way of limitation and not assured for compliance with governing regulations. Use of alternate temporary facilities is Contractor's option, subject to Architect's and Owner's acceptance. Temporary facilities are defined to exclude tools and construction machines, testing, demolition, alterations, soil borings, mock-ups and similar items.

Standards: Comply with NFPA 241 "Standards for Safeguarding Construction, Alterations and Demolitions Operations", ANSI A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities".

Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code".

Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

Energy Considerations: Administer the use of temporary facilities in a manner which conserves energy, but without delaying work or endangering persons or property; comply with reasonable requests by Owner and Architect.

Costs: Except as otherwise indicated, costs associated with establishing temporary facilities are Contractor's (in Contract Sum). The Owner will pay the usage of expenses for the regular permanent utility services used by the Contractor during the period of work on the Project. The costs for other necessary temporary services shall be the responsibility of the Contractor.

Deliveries: Parking and deliveries shall be the responsibility of the Contractor and shall be in conformity with local regulations.

Delivery, store and handle materials and equipment so as to prevent damage or breakage. Deliver materials in original containers where applicable. Contractor shall repair or replace, at his expense, any and all materials received and/or handled by him for installation on the Project, which are damaged or broken during the Contractor's handling of materials.

EXECUTION

Installation General: Use qualified personnel to install temporary facilities. Locate facilities where they will serve the project adequately, and result in minimum interference with performance of the Work.

Provide each facility ready for use when needed, to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

Conditions of Use: Keep temporary facilities clean and neat in appearance. Operate safely and efficiently. Relocate as work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

Construction Aids:

Provide shoring, bracing and temporary enclosures, as required, to safely execute the Work. Remove it after it has served its purpose.

Provide and erect necessary platforms and scaffolds of ample strength required for handling of materials, rigging or hoisting; also materials and equipment, such as ladders, horses, poles, planks, ropes, shims, centers, molds and such other tools and cartage thereof, to and from building as required, to execute Work in first class and proper manner.

Security:

Contractor shall be solely liable for loss of material, work or equipment by theft, vandalism or other causes and take such precautions as he sees fit, to protect himself and the Owner from loss therefrom.

At end of day's work, protect new work liable to damage with temporary covering.

Safety:

The Contractor shall furnish, install and maintain suitable temporary barriers, including fencing and /or other appropriate items, general lighting, warning lights and similar devices where appropriate or required by regulation, as required to effectively protect Project from losses and persons from injury during the course of construction.

Each Contractor and Subcontractor on this Project shall be responsible for full compliance with the regulations established under the Federal Occupational Safety and Health Act (OSHA), whether associated with the furnishing of equipment and/or systems, the construction of facilities, the performance of services, or any other similar contractual relation. Each Contractor and Subcontractor shall be responsible for any violations of the regulations, including payment of costs involved with corrections of violations, hearing or appeal procedures, and claims and/or fines associated with said services.

UTILITY SERVICES

Source: Provide connections as required to public utilities at closest possible connection points, and as directed by the respective utility authorities. Arrange for authorities having jurisdiction to inspect and test each temporary facility before use. Obtain required certifications and permits.

Power Distribution: The existing electrical system may be used by the Contractor. Where required, provide additional weatherproof, grounded circuits with ground-fault interruption features, proper power characteristics, and either permanently wired or plug-in connections as appropriate for intended use. Provide transformers, overload protected disconnects, automatic ground-fault interrupters and main distribution switch gear as may be required in addition to existing components. Provide overload protected disconnect switch for each circuit at distribution panel. Space 4-gang convenience outlets (minimum 20 AMP circuit) so that every portion of work can be reached with 50 foot extension cord. Provide grounded extension cords; use "hard service" cords where exposed to traffic.

Temporary Lighting: Provide lighting of intensity and quality sufficient for proper and safe performance of the Work, and for access thereto and security thereof. Provide exterior fixtures where exposed to moisture.

Water: The existing potable water may be used by the Contractor. A tap shall be made to the existing system at a point mutually acceptable with the Owner, and the service extended to a point immediately adjacent to the work area, to provide access for job personnel without entering the existing facility. A shut-off valve with the threaded hose connection shall be provided at the access point.

Sewers: At time of substantial completion, clean those sewers which have been affected by discharge of waste water or runoff from project during construction. Comply with governing regulations and requests by authorities.

Removal: Upon completion of the Project, Contractor shall remove all items of temporary services provided by him.

Fire Protection: During the construction period, the Contractor shall take special precautions to prevent and control fire hazards. Use of open flames and welding or cutting equipment shall be properly supervised. Tarpaulins shall be of the flame-proof type.

Temporary Heat: Provide temporary heat for curing or drying of completed installations or for protection of installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations. Coordinate ventilation requirements to produce ambient condition required and minimize consumption of energy.

Heating Facilities: Except where the Owner authorizes the use of the permanent system, provide vented, self-contained, LP gas or fuel-oil heaters with individual space thermostatic control. Use of gasoline-burning space heaters, open flame, or salamander heating units is prohibited.

Humidity Control: Delay work which is indicated to be performed or maintained under controlled humidity conditions, until permanent HVAC system is operable and can be maintained in operation to provide required conditions.

Toilets: Where permitted by governing regulations, single-occupant, self-contained, chemical, aerated recirculation, or combustion type units; glass fiber, reinforced polyester enclosures, equipped with both urinal and stool fixtures may be provided. Supply units with tissue, and when not located near separate wash facilities, supply with wet-type hand towels and waste containers. Locate units where directed.

Telephones: Engage local telephone company to install and maintain temporary job-site telephone service for personnel engaged on the Project. At each phone, post a list of emergency and other important telephone numbers.

Temporary Enclosures: Provide temporary enclosures for protection of construction from exposure, foul weather, other constructional operations, and similar activities. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions.

Install tarpaulins securely, with incombustible wood framing and other materials. Close opening of 25 sq. ft. (2.3 sq.m) or less with plywood or similar materials.

Close openings through floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.

Miscellaneous Facilities

Provide miscellaneous facilities as needed, including temporary stairs, temporary treads on permanent stairs, ramps, ladders, runways, staging, shoring, scaffolding, bridges, railings, bracing, barriers, closures, platforms, temporary partitions, waste chutes and similar items.

Statutory Law

Each Contractor and Subcontractor shall comply with applicable requirements of labor laws and regulations and other statutory regulations of the State of New Jersey and other authorities having jurisdiction over the Project.

Protection of Work

During construction and until final acceptance of the Work, Contractor shall protect and be responsible for all work and shall protect the Work immediately after installation.

The Contractor shall provide and maintain passageways, fences, barricades, lights, and other facilities for protection and maintain all necessary temporary partitions, coverings, and closures for the protection of the Work.

The Contractor shall provide constant protection against rain, wind, storms, frost, and heat, as required, so as to maintain his work, materials, apparatus, and fixtures free from damage. At the end of each day's work, cover and protect work likely to be damaged. During cold weather, protect work from damage by freezing and provide such enclosures and heating apparatus as may be necessary to diligently prosecute the work without stoppage for reason of unfavorable weather.

The Contractor shall not load any part of the structure in a way that may endanger its safety.

The General Contractor shall provide temporary protection for all existing and new resilient tile, ceramic tile, terrazzo, carpeting or other furnished floors and other finished surfaces until the building receives its final cleaning.

Cleaning and Removal of Debris:

Each Contractor and Subcontractor shall be responsible for removal of rubbish and debris of his own making. The Contractor shall, at all times, assure that the area within the limits of Contracts and the adjoining area, including roadways, access areas and storage areas used by him, be free of waste and rubbish, snow, ice, and water, and he shall clean up the site and remove all rubbish as work progresses. The Contractor shall remove snow and ice from areas of work sufficiently to permit the work to be continued. Where products are delivered in crates, cartons, or boxes, the Contractor or Subcontractor installing such products shall remove the resulting rubbish.

Rubbish shall be removed daily and shall not be permitted to accumulate on the premises. At their option, the Contractor and Subcontractors may make arrangements to provide on-site containers for the collection of waste materials, debris, and rubbish. Full containers shall be removed from the site and empty containers provided. All waste materials shall be disposed of off-site at a legal disposal site.

Burning of waste materials, debris, and rubbish will not be permitted.

If the Contractor fails to remove rubbish within seven (7) days after notification by the Department of Public Works Representative, the Owner may remove same and charge the cost to the account of the Contractor responsible.

The buildings shall, at all times, be kept broom clean.

The Contractor shall completely remove all items of temporary facilities, protection and construction provided by him upon completion of the Work or when directed by the Owner's representative.

PROCEDURAL REQUIREMENTS:

General Limitations: Where possible, provide entire required quantity of each generic product, material or equipment from a single source, and where not possible to do so, match separate procurements as closely as possible. To extent selection process is under Contractor's control, provide compatible products, material and equipment. Where available and complying with requirements, provide standard products which have been used previously and successfully in similar applications, and which are recommended by manufacturers for applications indicated.

PRODUCT SELECTION LIMITATIONS:

Product Selections: Comply with the following for selection of products, materials and equipment.

Single Product Named: Unless otherwise indicated, provide only that product, unless determined to be unavailable, incompatible with the work, or non-complying with requirements or governing regulations.

The indication of a single-named product, generally, is for the purpose of standardizing such item with that used in other facilities by the Owner.

Two or More Products Named: Selection from named products is Contractor's option, provided selection complies with requirements.

Compliance with Standards: Selection of product which complies with requirements, including applicable standards, is Contractor's option where product names are indicated.

Nameplates: Where indicated or needed for operation and maintenance, provide permanent nameplates on equipment, located in inconspicuous, but accessible places, and containing suitable information and operational data. Otherwise, do not allow manufacturer's trademarks or similar labels or nameplates to be placed on products in locations where exposed to view after installation.

SUBSTITUTIONS:

Conditions: Requests by Contractor will be considered when reasonable, fully documented and qualifying under one or more of the following circumstances:

Required product cannot be supplied in time for compliance with Contract Time requirements, through no fault of the Contractor. Failure on the part of the Contractor or Subcontractors to order items in a timely manner for proper scheduling of delivery to the job shall not constitute grounds for consideration of a substitution for the item(s) specified.

Required product is not required by the Owner to be standardized with products in other facilities of the Owner.

Required product is not acceptable to governing authority, or determined to be incompatible, or cannot be properly coordinated, warranted or insured, or has other recognized disability as certified by the Contractor.

Substantial advantage is offered Owner after deducting offsetting disadvantages including delays, additional compensation to Architect for re-design, investigation, evaluation and other necessary services, and similar considerations.

Submittals: Include full documentation, including product data, samples where appropriate, detailed performance comparisons and evaluations, testing laboratory reports where applicable, coordination information for effect on other work and time schedule, cost information for proposed changed order, Contractor's general certifications of recommended substitution and similar information germane to circumstance.

The Contractor's Submittal and the Department of Public Works Representative's acceptance of Shop Drawings, Product Data, or Samples for construction not complying with the Contract Documents do not constitute an acceptable request for substitution, nor do they constitute approval.

DELIVERY, STORAGE AND HANDLING:

General: Receive, store and handle products, materials, and equipment in a manner which will prevent loss, deterioration and damage. Schedule deliveries to minimize long-term storage at project site.

Warranties (Guarantees):

Categories of Warranties required for work include: 1) Special project warranty by Contractor, and where required, countersigned by Installer or other recognized entity involved in performance of the Work; 2) Specified product warranty issued by a manufacturer or fabricator, for compliance with requirements in Contract Documents; and 3) coincidental product warranty available on a product incorporated into the work, by virtue of manufacturer's publication of warranty without regard for application requirements (non-specified warranty). Refer to sections of Divisions 2 through 16 for requirements of specified warranties.

Warranty Obligations: Restore and remove-and-replace warrantee work to its originally specified condition, at such time during warranty as it does not comply with or fulfill terms of warranty. Restore or remove-and-replace other work which has been damaged by failure of warrantee work or which must be removed and replaced to gain access to warrantee work. Except as otherwise indicated or required by governing regulations, warranties do not cover consequential damages to property other than work of the Contract (e.g. building contents). Cost of restoration or removal-and-replacement is Contractor's obligation, without regard to whether Owner has already benefited from use of failing work.

Reinstatement of Warranty: Upon restoration or removal-and-replacement warrantee work which has failed, reinstate the warranty by issued newly executed form, for at least the remaining period of time of the original warranty, but for not less than half of the original warranty period.

Owner's Recourse: Warranties and warranty periods do not diminish implied warranties and do not deprive Owner of actions, rights and remedies otherwise available for Contractor's failure to fulfill requirements of the Contract Documents. Owner reserves the right to reject coincidental product warranties considered to be conflicting with or detracting from requirements of the Contract Documents.