

## CONTRACT FOR CONSTRUCTION

Agreement made on                      between **Ramapo College of New Jersey** (the “Owner”) as the project owner, and                                              (the “Contractor”) as the Construction Contractor.

Contractor:

Address:

Project:              Ramapo College of New Jersey  
Phase II Housing Rehabilitation  
RCNJ Project No. 09-270.1C

**1. EMPLOYMENT OF CONTRACTOR/PROJECT DESCRIPTION:** The Owner employs the Contractor and the Contractor agrees to perform all obligations described in the Contract Documents (as defined herein) as required in connection with the construction of the project identified above (the “Project”).

**2. CONTRACT DOCUMENTS:** The Contract evidenced by this Agreement includes and incorporates by reference the Contract Documents, as follows:

- a. Contractor's Bid
- b. This Agreement
- c. Project Specifications and Drawings
- d. Addendums
- e. Applicable Prevailing Wage Rates Determined by N.J. Department of Labor

**3. PROJECT PARTICIPANTS:** The following have been designated or retained by the Owner as project participants:

**3.1. Contracting Officer:**

Name: Richard M. Roberts  
Title: Associate Vice President for Administration and Finance, Contracting Officer  
Address: Ramapo College of New Jersey  
505 Ramapo Valley Road  
Mahwah, New Jersey 07430  
Telephone Number: (201) 684-7616

**3.2 Construction Manager:**

Firm Name: Cambridge Construction Management  
Address: 335 East Main Street  
Somerville, New Jersey 08876  
Telephone Number: (908) 253-9500

The Owner may replace any of these participants upon written notice to the Contractor.

## Owner Contractor Agreement

4. **CONTRACT PRICE:** The Contractor shall be paid \$\_\_\_\_\_ (the “Contract Price”) for the complete performance of this Contract, in accordance with the payment provisions set forth in the Contract Documents. The Contract Price is calculated as follows:
5. **SCOPE OF WORK:** The Contractor shall perform all Work and satisfy all other obligations described in the Contract Documents, except for exclusions clearly identified in the bid proposal.  
The Contractor shall assume full responsibility for constructing and completing the Work described in the Contract Documents, including providing all labor, subcontractors, services, materials and equipment required, and providing all supervision, management, and scheduling required in the Contract Documents.
6. **CONTRACT TIMES:** It is agreed that Time is of the Essence for all dates and durations specified for the start of construction and the substantial completion and final completion of the Project.
7. **CONSTRUCTION START:** The Work shall commence on the project site no later than seven (7) calendar days after the Owner issues a Notice to Proceed.
8. **SUBSTANTIAL COMPLETION:** It is agreed that the Contractor shall meet the milestone dates as specified in section 01 11 05 Time of Completion.
9. **FINAL COMPLETION:** It is agreed that all work performed pursuant to this Contract and all contractual obligations of the Contractor shall be finally completed within 30 calendar days after the date of Substantial Completion. All requirements for final completion are set forth in the Contract Documents.
10. **NOTICES:**

**Notice to the Contractor:** Written notice required to be given to the Contractor under this Contract shall be addressed to:

**Notice to the Owner:** Written notice required to be given to the Owner under this Contract shall be addressed to both:

Richard M. Roberts  
Ramapo College of New Jersey  
505 Ramapo Valley Road  
Mahwah, New Jersey 07430

11. **CONTRACT TERMS, CHANGES, AND LAW:** This Agreement and the Contract Documents incorporated by reference herein constitutes the entire agreement between the Owner and the Contractor, and shall be governed by the laws of the State of New Jersey, including, without limitation, the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., including the notice and time of suit provisions of the Act. The terms and conditions of this Contract may not be changed except by a writing signed by duly-authorized representatives of the Contractor and the Owner.
12. **PREVAILING WAGE STATUTE:** The Contractor and all subcontractors must comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and the regulations promulgated thereunder. Workers employed by the Contractor or any subcontractor or sub-subcontractor in the performance of services directly on the Project must be paid prevailing wages at the applicable rates as determined by the NJ Department of Labor, which rates are set forth in the Contract Documents and incorporated herein by reference. As provided by N.J.S.A. 34:11-56.27, the Contractor or any subcontractor may be terminated if any covered worker is not paid the applicable prevailing wages on the Project, and the Contractor and its surety shall be liable to the Owner for any additional costs which result therefrom. The Contractor is advised that the applicable wage rates may change over the life of the Contract, and that payment by the Contractor and all subcontractors to all covered workers shall be in accordance with any rate changes instituted over the life of the Contract. The Contractor shall regularly consult the New Jersey Department of Labor's Prevailing Wage Website [http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing\\_wage\\_determinations.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html) for changes to prevailing wage rates.
13. **DISCRIMINATION IN EMPLOYMENT:** The Contractor and any subcontractors employed by it shall comply with N.J.S.A. 10:2-1 through 10:2-4 and N.J. S.A. 10:5-1 et seq., including N.J.S.A. 10:5-31 through 35, which prohibit discrimination in employment in public contracts. The statute and the rules and regulations promulgated thereunder shall be considered to be part of this Contract and binding upon the Contractor and its subcontractors. If the Owner is notified of any violation of the public contract awarding regulations in accordance with N.J.A.C. 17:27-7.4 concerning the financing of minority and women outreach and training programs, the Owner reserves the right to deduct the outreach and training allocation from the contract. During the performance of this Contract, the Contractor agrees that:

DISCRIMINATION: It shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Contractor shall 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 rate of pay or other forms of compensation and

#### Owner Contractor Agreement

selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause.

**ADVERTISEMENTS:** The Contractor shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

**NOTICES:** The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers representative of the Contractor commitment, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**HANDICAP:** The Contractor shall comply with N.J.S.A. 10:5-4.1 which prohibits any unlawful discrimination against any person because of a physical handicap, or any unlawful employment practice against such a person unless the nature and the extent of the handicap necessarily precludes the performance of the particular employment duties.

- 14. COMPLIANCE WITH PROCUREMENT STATUTES:** The Contractor warrants and represents that this Contract has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey, and in particular the provisions of N.J.S.A. 18A:64-6.1, 6.2 and 6.3, and that the Contractor has not and shall not violate the laws of the State of New Jersey relating to the procurement of or the performance of this Contract by any conduct, including the paying of any gratuity of any kind, directly or indirectly, to any public employee or officer. Any violation of this provision shall be cause for the Owner to terminate this Contract, to retain all unpaid and/or unearned monies, and to recover all monies paid. The Contractor shall notify the Owner in writing of any interest which any officer, employee or consultant of the Owner has in, or association with, any contractor, subcontractor, material supplier, consultant, or manufacturer, or other party which has any interest in this project.

Owner Contractor Agreement

ATTEST:

**Ramapo College of New Jersey**

\_\_\_\_\_  
(Seal)

By \_\_\_\_\_  
Richard M. Roberts  
Associate VP for Administration and Finance  
Contracting Officer

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Seal)

By \_\_\_\_\_

Date \_\_\_\_\_