

New Jersey Meadowlands Commission

One DeKorte Park Plaza, Lyndhurst, New Jersey 07071
(201) 460-1700



MILL CREEK MARSH TRAIL RENOVATION

SANDY RECOVERY PROJECT

Mill Creek Marsh Wetland Enhancement Site
Secaucus, NJ

Contract LA 14-02

SPECIFICATIONS

September 3, 2014

Prepared By:
Park Planning Group
New Jersey Meadowlands Commission

Set # _____

Addendum No. One
Mill Creek Marsh Trail Renovation
Contract LA 14- 02
October 7, 2014

The following is an addendum to the bid specifications issued by NJMC dated 9.3.14. The specifications are amended as follows:

I. CHANGE TO BID DATE: Bid opening has been extended by 1 day to OCTOBER 16, 2014 11:00 AM

II. CLARIFICATIONS

Site Access and Staging Area: Cover Sheet and Specifications - Section 02200 Site Work.

Second Option to access the work site: The Contractor may choose to protect the existing concrete paver walk, remove existing cyclone fence and transplant existing plantings to gain access. Plants to be transplanted shall be located near the entrance as directed by the project representative. If any items are damaged during the course of construction, the contractor shall replace in-kind.

Pedestrian Bridge: The bridge is 7' wide. The bridge was constructed by using a rubber-tied backhoe with a vibrator attachment to drive the approx. 20- foot long timber piles into the marsh.

III. CHANGES TO THE SPECIFICATIONS:

Section 02330 Trail Construction - Delete Section 2.0 Materials A and B
Replace with the following:

2.0 Materials

A. Trail Setting Bed and Fill shall be 3/4" minus with fines DGA - QP. Gradation of the material shall be:

SCREEN SIZE	PERCENT PASSING
3/4"	100%
3/8"	80-90%
#4	70-85%
#16	55-65%
#50	35-45%
#200	0-5%

IV. CHANGES TO THE CONTRACT DRAWINGS:

Detail Sheet 6: Vinyl Sheet Pile Details 7 & 8

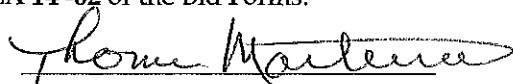
The length of the sheet pile has been changed. All eight foot sheets have been reduced to six foot lengths.

The four foot sheet pile length around the culverts shall remain the same to achieve the 2' clearance zone per Detail 8.

The top elevation of the sheet pile shall remain 6" above finished trail.

The Bidder shall acknowledge receipt of this Addendum in the area provided in Section 00300 Bid for Contract LA 14 -02 of the Bid Forms.

Issued By:



Date: 10/07/14

End of Addendum No. One

MCM Sandy Recovery Project

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Mill Creek Marsh Trail Renovation
Sandy Recovery Project

ADVERTISEMENT FOR BIDS

Section 00030

SECTION 00030

ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be received by the New Jersey Meadowlands Commission (NJMC), One DeKorte Park Plaza, Lyndhurst, NJ, 07071 for the following:

Mill Creek Marsh Trail Renovation - *Sandy Recovery Project*

Contract LA 14-02

THE WORK of this Contract includes all labor, equipment, materials, tools, and services necessary to renovate approximately 1200 LF of the Mill Creek Marsh Trail destroyed by Superstorm Sandy. The work consists of rebuilding the gravel walking trail and installing stone curbing and vinyl sheet piling to stabilize the trail edges.

BIDS will be received at the above address until 11:00 AM prevailing time, on October 15, 2014. At the termination of the time for receipt of bids, the bids received will be publicly opened and read aloud. Bids will not be accepted after 11:00 AM on that day.

CONTRACT DOCUMENTS will be available for review and purchase at the NJMC offices beginning September 3, 2014 after 1:00 PM. The non-refundable document fee is \$150.00 plus shipping if required. Only the listed purchaser of the documents will be allowed to bid.

A PRE-BID MEETING will be held at 10:00 AM on September 17, 2014 at the NJMC offices. The meeting is not mandatory but attendance is strongly encouraged. Contract Documents may be purchased on the day of the meeting.

THE CONTRACT TIME is 240 consecutive calendar days from the Start Date in the Notice-to-Proceed letter.

A BID DEPOSIT in the amount of five percent of the bid, but not exceeding \$20,000 must accompany the Bid.

The Contract Documents contain specific requirements for submission of a bid. In conformance with Public Law 1977, Chapter 33, if the bidder is a corporation or partnership, it shall submit with the bid a statement setting forth the names and addresses of all stockholders/partners who have a ten percent or greater interest in the firm.

The attention of all bidders is particularly called to the New Jersey State requirements regarding the conditions of employment to be observed. All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, regarding Affirmative Action.

In accordance with public law 2001, Chapter 134, the NJMC may only enter into contracts with Bidders who provide proof of valid business registration with the Division of Revenue, in the Department of Treasury, of the State of New Jersey. The Contractor, and all subcontractors, must obtain a valid Division of Revenue Business Registration prior to contract award. Registration information can be obtained on the worldwide web at <http://www.state.nj.us/treasury/revenue/busregcert.shtml> or calling 609-292-9292. Online registration is available, and there is no cost to register.

In accordance with the Public Works Contractor Registration Act, the Contractor, all subcontractors, shall provide proof of registration with NJSA 34:11-56.48 et. seq., with the Bid. The registration form can be located online at: http://lwd.dol.state.nj.us/labor/forms_pdfs/lse/lse-2.pdf or by calling 609-292-9464. No Contractor may bid on the Work of this Contract unless he/she is registered pursuant to this act at the time the bid is made. No Contractor shall list a subcontractor in the Bid for the Work of this Contract unless the subcontractor is registered pursuant to this act at the time the bid is made.

In order to insulate the award of state contracts from risk of improper influence, the NJMC shall only enter into a Contract with a Bidder who complies with Public Law 2005, C. 51 and Executive Order 117. The required forms and instructions are available at the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm> and are also included in the appendix.

The successful bidder is also required to complete Division of Purchase and Property Ownership Disclosure Forms including Disclosure of Investigations, Disclosures of Investment Activities in Iran pursuant to Public law 2012, c. 25 and McBride Principles Form.

This contract is subject to Executive Order No. 125 which requires State contracts for the expenditure of federal reconstruction resources to be available to the public. Accordingly, the Office of State Comptroller will post a copy of this contract on the Sandy Transparency website at <http://nj.gov/comptroller/sandytransparency/contracts/sandy/>.

If accommodations are needed under the Americans with Disabilities Act, contact Ms. Rosanne Sireci, NJMC Human Resources Manager, at 201-460-3725. If there are any questions regarding these Contract Documents, contact Ms. Katy Weidel (201) 460-4667.

Date

NEW JERSEY MEADOWLANDS COMMISSION
Mr. Thomas R. Marturano, PE
Director of Solid Waste and Natural Resources

Contract LA 14-02

Mill Creek Marsh Trail Renovation
Sandy Recovery Project

INSTRUCTIONS TO BIDDERS

Section 00100

SECTION 00100

INSTRUCTIONS TO BIDDERS

1.0 DEFINED TERMS:

- 1.1 The terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom the New Jersey Meadowlands Commission (NJMC) makes the award, based on the NJMC's evaluation of all bids received.

2.0 COPIES OF CONTRACT DOCUMENTS:

- 2.1 Complete sets of the Contract Documents may be obtained as designated in the ADVERTISEMENT FOR BIDS. These Documents shall be used in preparing the bids. Only firms purchasing the Contract Documents from the NJMC shall be allowed to submit a Bid. The NJMC assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.
- 2.2 The NJMC makes copies of Contract Documents available on the above terms only for the purpose of obtaining bids on the work. The NJMC does not confer a license or grant for any other use.

3.0 EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITE:

- 3.1 Before submitting a Bid, each Bidder must: (A) examine the Contract Documents thoroughly; (B) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the work; (C) familiarize himself with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work; and, (D) study and carefully correlate his own observations with the Contract Documents.
- 3.2 On request, the NJMC will provide each Bidder access to the site to conduct such investigations and tests, as each Bidder deems necessary for submission of a Bid. At least three days notice shall be provided. The Bidder may be required to furnish a bond or certified check, payable to the NJMC, as security to cover possible damages from the above investigations or tests. The Bidder shall fill-in all holes, clean up, and restore the site to its former state, upon completion of such investigations. The security shall be returned to the Bidder after the site is restored, to the satisfaction of the NJMC.
- 3.3 The lands upon which the work shall be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the work, are identified in the Contract Documents.

- 3.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of this Article and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
- 3.5 Any information given in the Contract Documents relating to test pits, subsurface conditions, existing pipes, and/or other structures, has been obtained from the best sources available to the NJMC. All such information, and the Drawings of existing conditions, is furnished only for the information and convenience of Bidders. It is agreed and understood the NJMC does not warrant or guarantee that the materials, pipes, or other structures encountered during construction will be the same as those indicated by the logs of test pits or test borings, or by the information given in the Contract Documents.
- 3.6 It is further agreed and understood that the successful Bidder will not use any of the information made available to it, or obtained in any examination made by it, as a basis or ground of a claim or demand of any nature against the NJMC, arising from (or by reason of) any variance which may exist between the information offered and the actual materials or structures encountered during the construction work, except as may otherwise be so provided in the Contract Documents.

4.0 INTERPRETATION AND ADDENDA:

- 4.1 Should a Bidder find discrepancies or omissions in any of the Contract Documents, or should it be in doubt as to their meaning, it shall immediately notify the NJMC in writing, identify the discrepancies or omissions, and request a clarification of the Document's intent. In order to allow the NJMC sufficient time to address inquiries regarding the Contract Documents, all inquiries must be RECEIVED by the NJMC no later than seven (7) working days prior to the receipt of bids.
- 4.2 No interpretation of the Contract Documents will be made orally. All interpretation and supplemental instructions will be in the form of written addenda to the Contract Documents. Addenda will be mailed by registered mail (with return receipt requested) to all who have obtained copies of the Contract Documents. The NJMC reserves the sole right to determine whether or not an extension of the bid date is necessary due to the nature of the inquiries.
- 4.3 Receipt of addenda must be acknowledged in the space provided for that purpose on the Bid Forms. Should a Bidder not acknowledge receipt of all addenda, it shall still be required to comply with said addenda.
- 4.4 All addenda shall become part of the Contract Documents and shall supersede the original Contract Documents. Subsequent addenda shall supersede previously issued addenda.

5.0 BID FORM AND SUBMISSION:

- 5.1 Bids must be submitted on the prescribed form. Telephone or facsimile bids shall not be accepted. An additional unbound copy of the Bid Forms is provided for that purpose with the Contract Documents. Do not use the Bid Forms bound in the Contract Documents.
- 5.2 The Bid Forms must be completed in ink or by typewriter. The bid price of each item must be stated in words and numerals. All blank spaces must be completed. Ditto marks shall not be used. Discrepancies between words and numerals will be resolved in favor of the words. Discrepancies in extension of unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of a column of figures and the correct sum will be resolved in favor of the correct sum.
- 5.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The name and title of the signator, the corporate address, and the state of incorporation shall be typed below the signature.
- 5.4 Bids by partnerships must be executed in the partnership name by a general partner, whose name, title, and official partnership address must be typed below the signature.
- 5.5 The Bid shall contain an acknowledgment of receipt of all addenda (the numbers of which shall be written on the Bid Forms in the appropriate place).
- 5.6 The address and telephone number, to which communications regarding the Bid will be directed, must also be shown.
- 5.7 Per NJSA 52:25-24.2, if the Bidder is a corporation or partnership, the Bidder shall complete the Section 00424; BIDDERS DISCLOSURE FORM, setting forth the names and addresses of all its owners holding a ten (10) percent or greater interest in the corporation or partnership.
- 5.8 Any Bid may be withdrawn prior to the time for termination of receipt of bids specified in the ADVERTISEMENT FOR BIDS.
- 5.9 Refer to the SPECIFIC PROJECT REQUIREMENTS for additional information regarding the submission of the Bid.

6.0 RECEIPT AND OPENING OF BIDS:

- 6.1 To be considered valid, Bids must be received prior to the time specified in the ADVERTISEMENT FOR BIDS. All valid Bids will then be opened and read aloud.

- 6.2 All Bidders agree the Bids shall remain open for 90 days after the day of opening, but the NJMC may at its sole discretion, release any Bid and return the bid security prior to that date.
- 6.3 If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with NJMC and promptly thereafter demonstrates to the reasonable satisfaction of NJMC that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

7.0 BID SECURITY:

- 7.1 Each Bid must be accompanied by a bid security (in the form of a bid bond, issued by a surety licensed in the State of New Jersey; or a certified check, issued by a national bank or trust company) and payable to the order of the NJMC, in the amount of five percent of the Bid, but not exceeding \$20,000.00. The bid bond must be executed by a company authorized to do business in the State of New Jersey.
- 7.2 The bid security shall be enclosed in the sealed envelope containing the Bid. The bid security will be held by the NJMC as security for fulfillment of the Bidder's promises set forth in its Bid; that it will not withdraw its Bid while it is being considered, and will execute the Contract and furnish the required bonds and insurance certificates, if its Bid is accepted.
- 7.3 The successful Bidder, upon its failure or refusal to execute and deliver the contract, insurance and bonds required within the time limits specified, shall forfeit the bid security deposited with its Bid. The forfeited bid security shall be credited towards the damages suffered; which shall be defined as the difference between the amount specified in the successful Bid and the amount for which the NJMC may contract with another party to perform the work covered by said Bid (if the latter amount be in excess of the former) together with any additional expenses incurred by the NJMC as a result of such Bidder's failure to enter into the contract; including, but not limited to, the expense for re-advertisement for bids and the processing of such bids. Any amount in excess of such damages shall be returned to the Bidder.
- 7.4 Except as specified above said bid security shall be returned to the Bidder as hereinafter provided. Bid security will be returned to all except the three lowest Bidders within ten working days after the formal opening of Bids, and to the three lowest Bidders within 5 working days after the successful Bidder and the NJMC have executed the Contract. In the event that the Contract has not been awarded by the NJMC within 90 days after the opening of the Bids, bid security will be returned promptly upon the demand of any Bidder whose Bid has not been accepted.

8.0 RIGHT TO REJECT, WAIVE, OR ACCEPT:

- 8.1 The NJMC reserves the right to reject any and/or all non-conforming, non-responsive, or conditional bids; to waive any informalities in any Bid; and to accept any Bid deemed to be in the best interest of the NJMC.

9.0 EVALUATION OF BIDS:

- 9.1 The NJMC may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work; and the Bidder shall furnish all such information and data for this purpose as NJMC may request. The NJMC reserves the right to reject any Bid if the evidence submitted by (or the investigation of) such Bidder fails to satisfy it that such Bidder is properly qualified to carry out the obligations of the Contract, and to complete the work contemplated therein.
- 9.2 Bidders shall be experienced in the kind of work to be performed, have the necessary equipment therefore, and possess sufficient capital to properly execute the work within the time allowed. Bids received from Bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if the Bidder cannot show that it has the necessary ability, plant, and equipment to commence the work at the time prescribed, and thereafter to prosecute and complete the work at the rate or within the time specified. A Bid may also be rejected if the Bidder is already obligated for the performance of other work that would delay the commencement, prosecution, or completion of the Work.
- 9.3 In evaluating the Bids, the NJMC shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms. The NJMC reserves the right to choose any of the alternates described in the Bid Forms. Final determination will be at the sole discretion of the NJMC and will be made after receipt of Bids.
- 9.4 The NJMC may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered.
- 9.5 The NJMC reserves the right to reject the Bid of any Bidder who does not pass these investigations to the satisfaction of the NJMC.
- 9.6 If requested by the NJMC, the three lowest Bidders shall, within 10 days of such request, submit a financial statement prepared by a Certified Public Accountant.

10.0 AWARD AND SIGNING OF THE CONTRACT:

- 10.1 Award of the Contract, if made, will be to the lowest responsive Bidder whose Bid complies with the requirements stated herein, and whose evaluation indicates to the NJMC that the award will be in the best interests of the NJMC.
- 10.2 The NJMC will award the Contract (or reject all bids) within 90 days from the bid opening date. If the NJMC requests and the Bidders agree, the Bids may be held open for consideration for such longer time as may be agreed.
- 10.3 Upon award of the Contract by the NJMC, three (3) copies of the Contract will be sent to the Successful Bidder. All three copies shall be signed by the Bidder and returned along with the required bonds, insurance documentation and affirmative action documentation. After acceptance of these documents, the NJMC will execute the Contract and deliver two (2) fully signed copies of the Contract to the Contractor.

11.0 ESTIMATES OF QUANTITIES OF WORK:

- 11.1 The NJMC reserves the right to increase or decrease the quantities of any item of Work as may be deemed necessary, or to leave out any item or to add new items, if and when the necessity arises.

12.0 TIME FOR COMPLETING THE WORK:

- 12.1 The number of days within the work is to be completed (the contract time) is set forth in the Contract.
- 12.2 The attention of the Bidder is directed to the SPECIFIC PROJECT REQUIREMENTS regarding damages for failure to complete the work within the time specified.

13.0 SUBSTITUTE MATERIALS AND EQUIPMENT:

- 13.1 The Contract, if awarded, will be on the basis of the materials and equipment described in the Contract Documents without consideration of possible substitute or "or equal" items. The procedure for submittal of any request for such substitution by the Contractor, and consideration by the NJMC, is set forth in the GENERAL CONDITIONS.

14.0 MATERIALS AND EQUIPMENT:

- 14.1 All materials and equipment for the work shall be furnished by the Contractor unless otherwise specified. They shall conform to the Contract Documents and shall be from an acceptable source.
- 14.2 Where possible, preference shall be given to New Jersey manufacturers and/or suppliers.

14.3 All materials and equipment for the work shall be new, except where the use of existing or previously used materials and equipment is specified.

15.0 BONDS AND INSURANCE:

15.1 The attention of the Bidder is directed to the SPECIFIC PROJECT REQUIREMENTS regarding the requirements for bonds and insurance.

16.0 POWER-OF-ATTORNEY:

16.1 Attorneys-in-fact who sign bid bonds or contract bonds, must file with each bond a certified copy of their power-of-attorney to sign said bonds.

17.0 ASSIGNMENTS:

17.1 The Contractor shall not assign the whole or any part of this Contract without prior written notice to and the written consent of the NJMC. Money due or to become due the Contractor hereunder shall not be assigned for any purposes whatsoever.

18.0 APPLICABLE LAWS AND SAFETY REGULATIONS:

18.1 The attention of the Bidders is especially directed to the provisions of Federal, State, County, and Municipal laws, statutes, and regulations that may apply to the work; including particularly all safety regulations. Such provisions refer to obstruction of streets, open burning, maintaining of signals, storing and handling of explosives, etc. Particular note shall also be taken of those provisions affecting the Contractor or its employees in the prosecution of the work or its relation to any political subdivision or person. All pertinent laws, statutes, ordinances, and regulations shall be obeyed and complied with by the Contractor, its subcontractors, and all of its representatives.

18.2 The Contractor shall comply with all provisions of Federal and New Jersey State Labor Laws.

18.3 The Contractor shall comply with all current requirements of the Federal Department of Labor, Safety, and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596); and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54); and the Superfund Amendments and Reauthorization Act of 1986 (PL 99-499).

18.4 The Contractor shall also comply with all current requirements for construction promulgated under the New Jersey Department of Labor and Industry's Bureau of Engineering and Safety regulations, Title 12 of the NJAC.

18.5 In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions in, on, or near the job site; including safety of all persons and property affected directly or indirectly by its operations during performance of the work. This requirement will apply continuously 24 hours

per day until acceptance of the work by the NJMC. It shall not be limited to normal working hours.

- 18.6 The duty of the NJMC, or its authorized representative, to conduct construction review of the Contractor's performance does not include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

19.0 OFFER OF GRATUITIES:

- 19.1 No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other item of value of any kind to any State officer or employee or special State officer or employee, as defined by NJSA 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vend or transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by NJSA 52:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of NJSA 52:13D-13g.
- 19.2 The solicitation of any fee, commission, compensation, gift, gratuity or other item of value by any State officer or employee or special State officer or employee, from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- 19.3 No vendor may directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee, having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of NJSA 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- 19.4 No vendor shall influence, attempt to influence, or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- 19.5 No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee, or special State officer or employee, to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

19.6 The provisions cited above in paragraph 19.1 through 19.5 shall not be construed to prohibit a State officer or employee, or special State officer or employee, from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive commission on Ethical Standards may promulgate under paragraph 19.3.

20.0 SUBCONTRACTORS:

20.1 A list of proposed subcontractors shall be included with the Bid as required by the Bid Forms. The list shall be accompanied by an experience statement for each subcontractor indicating each subcontractor's qualifications. If the NJMC, after due investigation, has reasonable objection to any proposed subcontractor, the NJMC may, before giving the notice of award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in bid price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to said Bidder; but its declining to make such a substitution will not constitute grounds for sacrificing its bid security. Any subcontractor, to whom the NJMC does not make a written objection prior to the giving of the notice of award, shall be deemed acceptable to the NJMC.

20.2 No Contractor shall be required to employ any subcontractor against whom it has objection.

21.0 PRE-CONSTRUCTION CONFERENCE:

21.1 The Contractor shall be prepared to attend a pre-construction conference after execution of the Contract, and prior to the beginning of construction, at which representatives of the NJMC will be present, to discuss performance of the work under this contract. The Contractor's representative must be authorized to speak for the Contractor and to act as an agent of the Contractor.

22.0 CONTRACT DOCUMENTS:

22.1 The information and requirements included as the INSTRUCTIONS TO BIDDERS are neither inclusive nor exclusive, and the Bidder or Contractor shall make no claim for lack of notice because information requirements are stated elsewhere in the Contract Documents, but are not repeated herein.

22.2 The Table of Contents, titles, headings, running headlines, and notes contained in the Contract Documents are solely to facilitate reference to various provisions of the Contract Documents; and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

23.0 NEW JERSEY AFFIRMATIVE ACTION REQUIREMENTS:

23.1 During the performance of this Contract, the Contractor agrees as follows:

- A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- B. The Contractor, or subcontractor where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- C. 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 approved by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.**, as amended and supplemented from time to time and the Americans with Disabilities Act
- E. When hiring workers in each construction trade, the Contractor or subcontractor agrees to attempt in good faith to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by **NJAC 17:27-7.2**; provided, however, that the Division may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions A, B, and C as long as the Division is satisfied that the Contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal

prescribed by NJAC 17:27-7.2. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
 - (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies.
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

- (4) To leave standing request for additional referral of minority and women workers, with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training Employment Service and the other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (ii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If for any reason said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advance trainee or apprentice, the Contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the public agency compliance officer and to the Division.

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

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

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

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at**

N.J.A.C.17:27.

23.2 During the performance of this Contract, the Contractor also agrees as follows:

- A. The Executive Order No. 151 and P.L. 2009, Chapter 335 include a provision which require all state agencies, independent authorities and colleges and universities to include additional mandatory equal employment and affirmative action language in its construction contracts. It is important that this language is in addition to and does not replace the mandatory contract language and good faith efforts requirements for construction contracts required by N.J.A.C. 17-27-3.6, 3.7 and 3.8, also know as Exhibit B. The additional mandatory equal employment and affirmative action language is as follows:
- B. It is the policy of the NJMC that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the NJMC to perform under the construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.
- C. The contractor must demonstrate to the NJMC's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the NJMC 's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.
- D. Evidence of a "good faith effort" includes, but is not limited to:
 - (A) The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;
 - (B) The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
 - (C) The Contractor shall actively solicit and shall provide the NJMC with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
 - (D) The Contractor shall provide evidence of efforts described at 2 above to the NJMC no less frequently than once every 12 months.
 - (E) The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

- E. To ensure successful implementation of Executive Order and Law, state agencies, must forward the Initial Project Workforce Report (AA201) for any projects funded with ARRA money to the Division of Public Contracts EEO Compliance immediately upon notification of award but prior to execution of the contract.

24.0 PROCEDURES FOR ENTERING INTO CONSTRUCTION CONTRACT:

(to be submitted by successful bidder)

24.1 The Contractor must submit a completed Form AA-201 (Initial Project Workforce Report - Construction) within 15 days of award of the Contract. This form will be furnished by the NJMC.

24.2 On a monthly basis thereafter, the Contractor must submit Form AA-202 (Monthly Project Workforce Report - Construction), no later than the seventh day of the following month, in accordance with NJAC 17:27-4.

24.3 All forms and notices required by this Section and Section 23 shall be sent to the following:

A. NJ Department of Labor & Workforce Development
Construction EEO monitoring Program
P.O. Box 209
Trenton, New Jersey 08625-0209
(609) 292-5475

Equal Employment Opportunity Compliance Form AA201, Monthly Project Workforce Report Form may be completed on line @ www.state.nj.us/treasury/contract_compliance/, with a copy to the NJMC Compliance Officer or Project Representative.

And to:

B. NJMC Compliance Officer or Project Representative
New Jersey Meadowlands Commission
One DeKorte Park Plaza
Lyndhurst, New Jersey 07071
(201) 460-1700

24.4 An official of the Affirmative Action Office, and the NJMC Compliance Officer, shall be allowed to attend all project meetings. With notice and at reasonable times, these officials shall also be allowed to enter the Contractor's or subcontractor's business facility or project site to determine if the Contractor is complying with the Affirmative Action Plan.

25.0 NEW JERSEY PREVAILING WAGE ACT:

- 25.1 During the performance of the Work, the Contractor shall comply with all the provisions of the federal and New Jersey State Labor Laws. Contracts for public work projects are subject, inter alia, to the provisions of the "New Jersey Prevailing Wage Act," P.L. 1963, c. 150 (C. 34:11-56.25 et seq.). This act is made part of every contract entered into by the State or any of its agencies where applicable. The Bidder's signature on the Bid is its guarantee that neither it nor any subcontractors it might employ to perform the work covered by the Bid are listed or are on record in the Office of the Commissioner of the Department of Labor as one who failed to pay prevailing wages in accordance with the provisions of this Act.
- 25.2 The Contractor agrees to make the provisions of the New Jersey Prevailing Wage Act, where applicable, part of any subcontract granted under the Contract.
- 25.3 In the event it is found that any workman employed by the Contractor or any subcontractor covered by this Contract has been paid a rate of wages less than the prevailing wage required to be paid by said contract, the NJMC may terminate the Contractor's or subcontractor's right to proceed with the work for which there has been a failure to pay required wages and to proceed to prosecute the work to completion or otherwise. The Contractor and its sureties shall be liable to the NJMC for any excess costs occasioned thereby.
- 25.4 Contractor shall provide with the monthly manning report a certification that the labor rate paid meets the prevailing wage for Hudson County.

26.0 BUSINESS REGISTRATION CERTIFICATE

- 26.1 Any Contractor (bidder) or subcontractor entering into a contract with a State agency shall provide the following **BUSINESS REGISTRATION Certificate ("BRC")** in accordance with N.J.S.A. 52:32-44(b):

A. Contractor and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the Contractor (bidder) may submit a copy of its valid BRC and those of any named subcontractors with its proposal. Refer to Section 2.1 of the State of NJ Standard Terms and Conditions.

B. Any Contractor, inclusive of any named subcontractors, who does not have a valid business registration at the time of the proposal submission opening or whose BRC was revoked prior to the submission of the proposal should proceed immediately to register its business or seek re-instatement of a revoked BRC. Contractors are cautioned that it may require a significant amount of time to secure the re-instatement of a revoked BRC. The process can require actions by both the Division of Revenue and the Division of Taxation. For this reason, a contractor's early attention to this requirement is highly recommended. The Contractor and its named

subcontractors may register with the Division of Revenue, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at

<http://www.state.nj.us/treasury/revenue/busregcert.shtml> or calling 609-292-9292.

C. A Contractor otherwise identified by the NJMC as a responsive and responsible bidder, inclusive of any named subcontractors, but that was not business registered at the time of submission of its proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the NJMC. A bidder who fails to comply with this requirement by the deadline specified by the NJMC will be deemed ineligible for contract award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

D. A Contractor receiving a contract award as a result of this procurement and any subcontractors named by that Contractor will be required to maintain a valid business registration with the Division of Revenue for the duration of the executed contract, inclusive of any contract extensions.

26.2 The Contractor and any subcontractor providing goods or performing services under this contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c.30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered to the State. Any questions can be directed to the Division of Revenue at (609) 292-9292. Form NJ-REG can be filed online at (<http://www.state.nj.us/treasury/revenue/busregcert.htm>).

27.0 REGISTRATION WITH THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT - DEPARTMENT OF LABOR:

27.1 The Contractor and all subcontractors shall provide, **with the Bid**, proof of registration with the Public Works Contractor Registration Act (NJSA 34:11-56.48 et seq.). Registration information and forms are included in the Appendices following Section 00400 of these specifications. They can also be obtained on the worldwide web at

http://lwd.dol.state.nj.us/labor/wagehour/regperm/pw_cont_reg.html or by calling [609-292-9464](tel:609-292-9464). This Act does NOT apply to vendors.

27.2 No Contractor shall bid on the Work of this Contract unless the Contractor is registered pursuant to this act **at the time the Bid is made.**

27.3 No Contractor shall list a subcontractor in the Bid for the Work of this Contract unless the subcontractor is registered pursuant to this act **at the time the Bid is made.**

27.4 Should a subcontractor be named after the Bid, that subcontractor must be registered pursuant to this Act prior to engaging in the Work of this Contract.

28.0 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51: (to be submitted by successful bidder)

28.1 The legislation, contains additional restrictions and reporting requirements that will necessitate a thorough review of the provisions. Pursuant to the requirements of the Act, the terms and conditions set forth in this section are material terms of any contract resulting from this Bid. Chapter 51 can be found on the Purchase Bureau website at <http://www.njleg.state.nj.us/2004/Bills/PL05/51-.PDF>

28.2 Definitions - For the purpose of this section, the following shall be defined as follows:

- A. Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.10:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25- 10.1 et seq. Currently, contributions in excess of \$300 during a reporting period are deemed “reportable” under these laws.
- B. Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person’s spouse or child, residing in the same household.

28.3 Breach of Terms of Public Law 2005, c. 51 Deemed Breach of Contract - It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of this Order, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of EO 134; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Act; or (viii) directly or indirectly

through or by any other person or means, do any act which would subject that entity to the restrictions of the Act.

28.4 Certification and Disclosure Requirements

- A. The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods.
- B. Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the **intended awardee** of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by Public Law 2005, c. 51 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/execorder134.htm> shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this Bid, as well as future contract opportunities. Instructions and sample copies of the required forms are included at the end of Section 00400 of these specifications.
- C. Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/execorder134.htm> shall be provided to the intended awardee with the Notice of Intent to Award.

- 28.5 State Treasurer Review - The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract

under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

29.0 EXECUTIVE ORDER 117: (to be submitted by successful bidder)

29.1 Executive Order No. 117 builds on the provisions of P.L. 2005, c. 51 ("Chapter 51"), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

Executive Order No. 117 extends the provisions of Chapter 51 in two ways:

- A. The definition of "business entity" is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:
 - 1. Officers of corporations and professional services corporations, with the term "officer" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1), with the exception of officers of non-profit entities;
 - 2. Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLCs), with the term "partner" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1); and
 - 3. Spouses, civil union partners, and resident children of officers, partners, LLC members and persons owning or controlling 10% or more of a corporation's stock are included within the new definition, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides.
- B. Reportable contributions (those over \$300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

29.2 Forms and instructions are included in the Appendix.

30.0 NOTICE OF SETOFF FOR STATE TAXES:

30.1 Pursuant to N.J.S.A. 54:49-19, if the Contractor is entitled to payment under the Contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State), the NJMC may set off that payment by the amount owed.

30.2 The Bidder shall certify acknowledgement of this by completing the form contained in the BID FORMS.

31.0 NEW JERSEY PROMPT PAYMENT ACT:

31.1 The New Jersey prompt Payment Act (N.J.S.A. 52:32-32 et seq.) requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

32.0 CORPORATE RESOLUTION FORM

32.1 Bidders to complete a corporate resolution form per **SECTION 00486**.

33.0 OWNER DISCLOSURE FORM and McBRIDE PRINCIPLES (to be submitted by successful bidder)

33.1 The successful bidder is also required to complete Division of Purchase and Property Ownership Disclosure Forms (N.J.S.A. 52:25-24.2 et seq.) including Disclosure of Investigations, Disclosures of Investment Activities in Iran pursuant to Public law 2012, c. 25 and MacBride Principles Form pursuant to Public Law 1995, c.134.

33.2 Forms and instructions are included in the Appendix.

34.0 USE OF DOMESTIC MATERIALS (Buy American)

34.1 The contractor shall comply with the provisions of N.J.S.A. 52:33-1 et seq. concerning the use of domestic materials on this project.

END OF SECTION 00100

Contract LA 14-02

Mill Creek Marsh Trail Sandy Recovery Project

SAMPLE BID

Section 000300

SECTION 00300

STATE OF NEW JERSEY
NEW JERSEY MEADOWLANDS COMMISSION

BID FOR CONTRACT LA 14-02

TO: The New Jersey Meadowlands Commission (NJMC)

This bid will not be accepted after 11:00 AM prevailing local time on October 15, 2014 at which time all bids will be publicly opened and read. The bidder agrees that this bid will not be withdrawn for a period of 60 calendar days after the closing time for receipt of bids.

(Name of Firm Submitting Bid)

The undersigned hereby acknowledges receipt of the following addenda:

<u>ADDENDUM NO.</u>	<u>DATE</u>
_____	_____
_____	_____
_____	_____

The following documents are included with this bid:

1. Bid Security (including Power of Attorney if bid security is in the form of a bond)
2. Consent of Surety
3. Bidder's Experience Affidavit
4. Bidder's Disclosure Form
5. Bidder's Affidavit of Authorization
6. Moral Integrity Affidavit
7. Non-Collusion Affidavit
8. Subcontractor Use Form
9. Proof of Registration in accordance with the Public Works Contractor Registration Act within the NJ Division of Labor (For Contractor and all listed subcontractors)
10. Notice to All Bidders of Set-Off for State Tax
11. Corporate Resolution Form

The following Bid is hereby made to the New Jersey Meadowlands Commission.

The undersigned hereby proposes and agrees to furnish all the labor, materials, equipment, tools, and services necessary for the work specified for the above referenced Contract.

The undersigned has examined the location of the proposed Work, the Drawings, Specifications and all other Contract Documents, and is familiar with the local conditions at the place where the work is to be performed. The bidder understands that information relative to any existing structures, apparent and latent conditions, and natural phenomena as furnished in the Contract Documents or by the NJMC, carries no guarantee expressed or implied as to its completeness or accuracy, and has made all due allowances therefore.

The undersigned Bidder declares that this Bid is made without connection to any other person or persons making Bids for the same work and is in all respects fair and without collusion or fraud.

The undersigned Bidder has determined the quantity and quality of equipment and materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.

The undersigned Bidder agrees that the price bid shall apply to actual quantities required, approved and used during construction of the work, including Addenda. It further agrees to complete the entire work of the Contract within the time specified, starting on the date specified in the Notice-to-Proceed.

The undersigned Bidder hereby agrees to be bound by the award of the Contract, and if awarded the Contract on this Bid, to execute the Contract, to furnish the required Bonds and Insurance Certificates and Affirmative Action documentation, and to furnish all other information required by the Contract Documents within the time limits specified.

The undersigned understands that the NJMC reserves the right to reject any or all Bids or to waive any informality or technicality of any Bid in the interest of the NJMC.

The Bidder agrees to perform all the work described in the Specifications and shown on the Drawings, provide all plant, labor, equipment, materials, tools, and services necessary for the completion of the Contract all as specified and shown complete to a fully acceptable condition for the prices shown. The prices shall be printed and written on the following Schedule of Bid Prices.

MCM Trail - Sandy Recovery Project

LA 14-02

SCHEDULE OF BID PRICES

ITEM DESCRIPTION

1) MOBILIZATION/DEMOBILIZATION - Includes Bonds and Insurances, Site Preparation, Surveying (including As-Built), Fencing, Pavement Striping and Site Restoration - Not to Exceed 15% of the Total Bid: **LUMP SUM**

_____ DOLLARS
(Lump Sum Amount in Words)

\$ _____
(Lump Sum Amount in Figures)

2) TRAIL CONSTRUCTION - 2A: Includes 507 LF measured along centerline of trail including trail surface top course, compacted setting bed and if required compacted common fill and installation as per the plans and specifications. **LUMP SUM**

_____ DOLLARS
(Lump Sum Amount in Words)

\$ _____
(Lump Sum Amount in Figures)

3) TRAIL 2A STONE CURB ARMORING CONSTRUCTION: Includes stone curb & rip rap armoring and installation as per the plans and specifications. **UNIT PRICE PER LF**

_____ DOLLARS
(Unit Price per Stone Curb Armoring in Words)

(Unit Price per Stone Curb Armoring in Figures)

Extension for 1,020 LF Stone Curb Armoring \$ _____
(Total Amount in Figures)

4) TRAIL CONSTRUCTION - 2B: Includes 100 LF measured along centerline of trail of sheet pile along Mill Creek Channel and all trail material, and 20 LF measured along centerline of trail of sheet pile, rip-rap at water control structure and 100 LF measured along centerline of trail of stone curb and rip-rap armoring along South Impoundment and installation as per the plans and specifications. **LUMP SUM**

_____ DOLLARS
(Lump Sum Amount in Words)

(Lump Sum Amount in Figures)

5) TRAIL CONSTRUCTION- 3B: Includes 135 LF measured along centerline of trail along the North Impoundment and 85 LF measured along the centerline of trail along the Mill Creek Channel of sheet pile; trail material, rip-rap at water control structure and installation as per the plans and specifications. **LUMP SUM**

_____ DOLLARS
(Lump Sum Amount in Words)

\$ _____
(Lump Sum Amount in Figures)

6) TRAIL CONSTRUCTION- 4: Includes 400 LF measured along centerline of trail including sheet pile, trail surface top course, compacted setting bed and if required compacted common fill; along both sides of trail and installation as per the plans and specifications. **LUMP SUM**

_____ DOLLARS
(Lump Sum Amount in Words)

\$ _____
(Lump Sum Amount in Figures)

7) TRAIL CONSTRUCTION - 5A: Includes 137 LF measured along centerline of trail including trail surface top course, compacted setting bed, stone curb and rip-rap armoring and if required compacted common fill along both side of trail; 150 LF measured along centerline of trail of sheet pile along South Impoundment and 150 LF measured along centerline of trail of stone curb and rip-rap armoring along Tidal Creek and installation as per the plans and specifications. **LUMP SUM**

_____ DOLLARS
(Lump Sum Amount in Words)

\$ _____
(Lump Sum Amount in Figures)

8) TRAIL CONSTRUCTION - 5B: Includes 20 LF measured along centerline of trail of sheet pile, rip-rap around water control structure and installation as per the plans and specifications. **LUMP SUM**

_____ DOLLARS
(Lump Sum Amount in Words)

\$ _____
(Lump Sum Amount in Figures)

9) TRAIL CONSTRUCTION -5C: Includes 100 LF measured along centerline of trail of sheet pile along North Impoundment and all trail surfaces if needed and 20 LF measured along centerline of trail of sheet pile along South Impoundment and rip-rap at water control structure, and installation as per the plans and specifications. **LUMP SUM**

_____ DOLLARS
(Lump Sum Amount in Words)

\$ _____
(Lump Sum Amount in Figures)

TOTAL BID AMOUNT NOT TO EXCEED - SUM OF ITEMS 1 THRU 9

_____ DOLLARS
(Total Amount in Words)

\$ _____
(Total Amount in Figures)

DETERMINATION OF THE LOW BIDDER WILL BE BASED ON THE TOTAL NOT TO EXCEED BID AMOUNT SUM OF ITEMS 1 THRU 9 ABOVE.

If a Corporation:

Name of Company _____

Business Address _____

Business Telephone Number _____

Incorporated under the laws of the State of _____

Signature and Title of Bidder _____

(Signature)

(Typed Name)

(Typed Title)

Name of President _____

Name of Secretary _____

Name of Treasurer _____

Date _____

(Affix Corporate Seal Here)

If a Partnership, Individual, or Non-Incorporated Organization:

Name of Company _____

Business Address _____

Business Telephone Number _____

Signature and Title of Bidder _____

(Signature)

(Typed Name)

(Typed Title)

Dated _____

Typed Names and Addresses of Company Members:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Use Additional Sheets if Necessary)

END OF SECTION 00300

Contract LA 14-02

Mill Creek Marsh Trail Renovation
Sandy Recovery Project

SAMPLE BID FORMS

Section 00400

SECTION 00410

STATE OF NEW JERSEY
NEW JERSEY MEADOWLANDS COMMISSION

BID BOND FOR CONTRACT LA 14-02

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the New Jersey Meadowlands Commission (NJMC) for the penal sum of \$_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns; effective on the latest date of signature at the end of the above referenced Contract.

The condition of the above obligations is such that whereas the Principal attached hereto and hereby made a part hereof to enter into the above referenced Contract.

NOW THEREFORE:

- If said Bid shall be rejected; or in the alternate,
- If said Bid shall be accepted and the Principal shall execute and deliver a contract on the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for the faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

PRINCIPAL: _____
(Signature)

(Typed Name)

Date: _____

(Typed Address)

SURETY: _____
(Signature)

(Typed Name)

(Typed Firm Name/Address)

SEAL

END OF SECTION 00410

SECTION 00411

STATE OF NEW JERSEY
NEW JERSEY MEADOWLANDS COMMISSION

CONSENT OF SURETY FOR CONTRACT LA 14-02

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, _____
_____ (Name of Surety Company), a corporation organized and existing under the laws of the State of _____ and licensed to do business in the State of New Jersey, certifies and agrees, that if this Contract is awarded to _____ (Name of Bidder) the undersigned corporation will execute the bond or bonds as required by the Contract Documents, and will become Surety in the full amounts set forth in the Contract Documents, for the faithful performance of all obligations of the Contractor.

(Surety)

(Must be accompanied by the usual proof of authority of surety company officers to execute the same).

END OF SECTION 00411

SECTION 00420

STATE OF NEW JERSEY
NEW JERSEY MEADOWLANDS COMMISSION

BIDDERS EXPERIENCE AFFIDAVIT CONTRACT LA 14-02

Any businesses incorporated outside the State of New Jersey shall furnish a certificate proving they are authorized by the Secretary of the State of New Jersey to do business in the State of New Jersey prior to contract award.

The **BIDDER** shall document their experience by completing the form below, or on sheets to be attached. The list shall include **AT LEAST THREE PROJECTS COMPLETED WITHIN THE LAST FIVE YEARS**, which are similar in scope and size to that proposed in this Contract.

All listed subcontractors refer to the individual specifications for qualification requirements to be submitted.

<u>Project Name & Address</u>	<u>Name and # of Contact</u>	<u>Completion Date</u>	<u>Description of Work</u>	<u>Contract Amount</u>
<u>1.</u>				
<u>2.</u>				
<u>3.</u>				

This information will assist the NJMC to judge the bidder's experience, skill, and business standing. **Bidders failing to furnish all the required information may be disqualified.**

The undersigned is (an Individual) (a Partnership) (a Corporation) under the laws of the State of _____, having principal offices at _____.

(Signature)

(Typed Name)

Date: _____

(Typed Address)

END OF SECTION 00420

END OF SECTION 00424

STATE OF NEW JERSEY
NEW JERSEY MEADOWLANDS COMMISSION

BIDDER'S DISCLOSURE FORM FOR CONTRACT LA 14-02

*PURSUANT TO THE PROVISIONS OF CHAPTER 33
OF THE LAWS OF 1977, ALSO KNOWN AS NJSA 52:25-24.2
WHICH BECAME EFFECTIVE MARCH 8, 1977.*

Each Bidder shall furnish below the names and home address of all stockholders of the corporation who own 10% or more of the stock of said corporation; or in case of a partnership, the Bidder is to furnish the names and addresses of all partners who have a 10% or greater interest in the partnership.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION 00424

SECTION 00426

STATE OF NEW JERSEY
NEW JERSEY MEADOWLANDS COMMISSION

BIDDER'S AFFIDAVIT OF AUTHORIZATION FOR CONTRACT LA 14-02

State of _____

ss:

County of _____

_____ (Name of Bidder), being duly sworn, deposes and says that:

- he/she resides at _____;
- he/she is the _____ (Title) who signed the Bid Forms for this Contract;
- he/she is duly authorized to sign, and that the Bid is a true offer of the Bidder, and the seal attached is the seal of the Bidder; and,
- all the declarations and statements contained in the Bid are true to the best of his/her knowledge and belief.

(Signature)

(Typed Name)

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

(Notary Public)

My commission expires _____, 20__

END OF SECTION 00426

SECTION 00428

STATE OF NEW JERSEY
NEW JERSEY MEADOWLANDS COMMISSION

MORAL INTEGRITY AFFIDAVIT FOR CONTRACT LA 14-02

State of _____

ss:

County of _____

I, _____ (Name), the _____ (Title)
of _____ (Company), being first duly sworn, depose
and say that:

1. the above named company has submitted a bid regarding this Contract to the New Jersey Meadowlands Commission;

2. the above named company wishes to demonstrate moral integrity to the satisfaction of the New Jersey Meadowlands Commission;

3. as of the day of signing this Affidavit, neither the above named company nor any of its owners, officers, or directors are involved in any Federal, State, or other governmental investigations concerning criminal or quasi-criminal violations, except as follows (If none, so state): _____

4. neither the Company nor any of its owners, officers, or directors have ever committed any violation of a Federal or State criminal or quasi-criminal statute, except as follows (If none, so state): _____

5. neither the Company nor any of its owners, officers or directors have ever been suspended, disbarred or otherwise declared ineligible by any agency or government from bidding or contracting to provide services, labor, material or supplies except as follows (If none, so state): _____

6. neither the Company nor any of its owners, officers or directors have ever been involved in any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years except as follows (if applicable set forth the nature and status of the investigation and, for any litigation, the caption of the action, a brief description of the action, date of inception, current status and, if applicable, disposition (If none, so state): _____

the law and that it will also constitute a material breach of my agreement with the NJMC and that the NJMC may declare any contract(s) resulting from this certification void and unenforceable.

(Signature)

(Typed Name)

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

(Notary Public)

My commission expires _____, 20__

END OF SECTION 00428

SECTION 00480

STATE OF NEW JERSEY
NEW JERSEY MEADOWLANDS COMMISSION

NON-COLLUSION AFFIDAVIT FOR CONTRACT LA 14-02

State of _____

ss:

County of _____

I, _____ (Name), of the municipality of _____
in the County of _____ and the State of _____ being
first duly sworn, depose and say that:

- I am the _____ (Title) of the firm _____
the Bidder making the Bid for this Contract.
- I execute the Bid with the full authority to do so.
- 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.
- All statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the New Jersey Meadowlands Commission relies upon the truth of the statements contained in the Bid and this affidavit in awarding this Contract.

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 commercial or selling agencies maintained by the Bidder.

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

(Type or print name under signature)

(Notary Public)

My commission expires _____, 20__

END OF SECTION 00480

STATE OF NEW JERSEY
NEW JERSEY MEADOWLANDS COMMISSION

[illegible]

SECTION 00484

STATE OF NEW JERSEY
NEW JERSEY MEADOWLANDS COMMISSION

**PROOF OF REGISTRATION WITH THE PUBLIC WORKS CONTRACTOR
REGISTRATION ACT - DEPARTMENT OF LABOR FOR CONTRACT LA 14-02**

The Bidder shall provide proof of valid registration with the Public Works Contractor
Registration Act. A copy of the registration for the Bidder and for **all listed subcontractors**
shall be attached to this form.

END OF SECTION 00484

SECTION 00485

STATE OF NEW JERSEY
NEW JERSEY MEADOWLANDS COMMISSION

**NOTICE TO ALL BIDDERS OF SET-OFF FOR STATE TAX
FOR CONTRACT LA 14-02**

Please be advised that, pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods and services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership or S corporation. The amount of the set off shall not allow for the deduction of expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable to the State, pursuant to P.L. 1987, c. 184 (c. 52:32-32 et seq.), to the taxpayer shall be stayed.

"I HAVE BEEN ADVISED OF THIS NOTICE"

Company: _____

Signature: _____

Print or Type Name of Signer: _____

Print or Type Title of Signer: _____

Date: _____

END OF SECTION 00485

SECTION 00486

STATE OF NEW JERSEY
NEW JERSEY MEADOWLANDS COMMISSION

CORPORATE RESOLUTION FORM FOR CONTRACT LA 14-02

BE IT RESOLVED, By the Board of Directors of _____

that the president (_____) be and hereby is authorized to make,
execute and deliver a contract FOR: with the New Jersey Meadowlands Commission
and that the Secretary (_____)

be and hereby is authorized to attest to the execution of the same and affix the corporate
seal thereto.

BOARD OF DIRECTORS

SECRETARY

(SEAL)

I HEREBY CERTIFY that the foregoing is an exact copy of a Resolution by the BOARD
of Directors of

(_____) adopted at a (_____) , meeting held
on _____ at which quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of

(_____)

this _____ day of _____ 20____.

(SEAL)

SECRETARY

END OF SECTION 00486

Contract LA 14-02

Mill Creek Marsh Trail Renovation
Sandy Recovery Project

SAMPLE CONTRACT

Section 00500

SECTION 00500

STATE OF NEW JERSEY
NEW JERSEY MEADOWLANDS COMMISSION

CONTRACT LA 14-02

This Contract, effective on the latest date of signature at the last page, by and between the New Jersey Meadowlands Commission, One DeKorte Park Plaza, Lyndhurst, New Jersey, 07071, hereinafter called the NJMC, the party of the first part, and:

Hereinafter called the Contractor, the party of the second part.

WITNESSETH, that whereas the NJMC intends to construct a project as specified in Contract Documents for Contract Number LA 14-02: MILL CREEK MARSH TRAIL SANDY RECOVERY PROJECT, hereinafter called the Project or the Work, in accordance with Drawings, Specifications, and other Contract Documents.

1.0 PARTS OF CONTRACT:

1.0 The parties agree that the conditions contained in the following documents which comprise and are hereinafter called the Contract Documents are made part of this Contract and are binding on both parties as if all conditions contained in the Contract Documents were set forth in this Contract:

- A. Advertisement for Bids
- B. Instructions to Bidders
- C. Bid
- D. Bid Forms
- E. Contract
- F. General Conditions
- G. Specific Project Requirements
- H. Environmental Requirements
- I. General Requirements
- J. Technical Specifications
- K. Drawings
- L. Addenda
- N. Change Orders

2.0 TIME FOR COMPLETION:

- 2.1 Work under this Contract shall be completed within 240 consecutive calendar days from the date specified in the Notice-To-Proceed.
- 2.2 The Contractor shall pay to the NJMC for each and every calendar day that he shall be in default in completing the work within the time stipulated, liquidated damages at the sum of five hundred (\$500) per day. Please note that there is no substantial completion for this work. All final submittals (as-builts, subcontractor releases) as well as all work must be completed within the 240 days.

3.0 SUBCONTRACTORS:

- 3.1 The Contractor agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relations between any subcontractor and the NJMC. Relations between the Contractor and subcontractors are further defined in the GENERAL CONDITIONS.

4.0 WORK:

- 4.1 The Contractor agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary to perform and complete all work required for the construction of the Project, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract, including the following Addenda:

<u>ADDENDUM No.</u>	<u>DATE</u>
_____	_____
_____	_____
_____	_____
_____	_____

5.0 PRICES FOR WORK:

- 5.1 The NJMC shall pay based on the prices in the bid, and the Contractor shall receive the prices stipulated in the bid as full compensation for everything furnished and done by the Contractor under this Contract, including all work required but not specifically mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen

obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work and the whole thereof, as herein provided.

6.0 PAYMENTS:

6.1 Progress payments will be made in accordance with the GENERAL CONDITIONS.

6.2 The cost for the Work of this Contract shall not exceed \$ _____.

7.0 WAIVERS:

7.1 Neither the inspection by the NJMC nor any of its agents, nor any orders, measurements of certificate by the Project Representative, nor any order by the NJMC for the payment of money nor payment for, nor acceptance of, the whole nor any part of the work by the NJMC nor any extension of time nor any possession taken by the NJMC or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the NJMC, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided, and in addition to all other suits, actions, or legal proceedings, the NJMC shall also be entitled as of right to writ of injunction against any breach of any of the provisions of this Contract.

8.0 INDEMNIFICATION:

8.1 The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the NJMC and the project Representative and their employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this Contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this Contract.

9.0 PROJECT REPRESENTATIVE'S STATUS DURING THE PROJECT:

- 9.1 All work under this Contract shall be done under the observation of the Project Representative. The Project Representative shall decide any and all questions that may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

10.0 CONTRACTOR'S BANKRUPTCY:

- 10.1 In the event of bankruptcy of the Contractor, the NJMC shall use the Performance and Payment Bond to complete the project. The Performance and Payment Bond shall specifically include coverage and protection against bankruptcy of the Contractor.

11.0 SUCCESSORS AND ASSIGNS:

- 11.1 This Contract and all of the covenants hereof shall inure to the benefit of and be binding upon the NJMC and the Contractor respectively and his partners, successors, assigns and legal representatives. Neither the NJMC nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without notice to and written consent of the other party.

12.0 EXECUTIVE ORDER No. 125:

- 12.1 Pursuant to Executive Order No. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at: <http://nj.gov/comptroller/sandytransparency/contracts/sandy/>. This contract is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract on the Sandy Transparency website.
- 12.2 Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

IN WITNESS THEREOF, _____
and the NJMC have executed this Contract at the place and on the date immediately
adjacent to their respective signatures.

FOR THE CONTRACTOR:

(Witness)

(Typed Name of Firm)

(Date)

(Signature of Bidder)

(Typed Name of Bidder)

(Typed Title of Bidder)

FOR THE NJMC:

(Witness)

Marcia A. Karrow, Executive Director

(Date)

END OF SECTION 00500

Contract LA 14-02

Mill Creek Marsh Trail Renovation
Sandy Recovery Project

GENERAL CONDITIONS

Section 00700

SECTION 00700

GENERAL CONDITIONS

1.0 DEFINITIONS:

1.1 Whenever used in these Contract Documents, the following terms and abbreviations have the meanings indicated, which are applicable to both the singular and plural thereof:

Addendum (a) - Written instructions issued prior to the opening of Bids which clarify, correct or change the bidding requirements or the Contract Documents.

Bid - The proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder - Any corporation, partnership, or individual who submits a bid for the Work.

Change Order - A document recommended by the Project Representative, signed by the Contractor and the NJMC, authorizing an addition, deletion or revision in the Work, an adjustment in the Contract Price, Time, and/or Conditions, and issued on or after the Effective Date of the Contract.

Contract - The written Contract between the NJMC and the Contractor covering the Work to be performed. Other Contract Documents are attached to it and made a part thereof, as provided in the Contract.

Contractor - The Company to whom the Contract has been awarded and who is responsible for performing the Work.

Day - A calendar period of twenty-four (24) hours, beginning with midnight and ending just before the following midnight, shall constitute a day. When unmodified, it shall mean a calendar day, and not a working day.

NJMC - The New Jersey Meadowlands Commission.

NJDEP or DEP - New Jersey Department of Environmental Protection

Project - The total construction or obligation under the Contract, of which the Work to be provided may be the whole or a part, as indicated elsewhere in the Contract Documents.

Project Representative - The person, firm, or corporation named by the NJMC to be its representative for the Project.

Successful Bidder - The Contractor, the lowest qualified, responsible bidder to whom the NJMC awarded the Contract.

Work - The entire completed construction, or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Working Day - A day on which the NJMC is open for business.

2.0 PRELIMINARY MATTERS:

2.1 The Contractor shall deliver the executed Contracts bonds, insurance certificates, and other documents as the Contractor may be required to furnish at the times required by the Contract Documents.

2.2 The NJMC shall furnish the Contractor a maximum of three copies of the Contract Documents for his use in the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 The Contract Time will commence to run on the starting date given in the Notice-To-Proceed. A Notice-To-Proceed may be issued any time within thirty (30) days after the Contract is fully executed.

2.4 The Contractor shall start to perform the Work on the date when the Contract Time commences to run. No Work shall be performed at the site prior to that date.

2.5 Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and the field conditions, checking and verifying pertinent figures shown in the Documents with applicable field measurements. The Contractor shall promptly report in writing to the Project Representative any conflict, error, or discrepancy that he may discover; and shall obtain a written interpretation or clarification from the Project Representative before proceeding with any Work affected thereby. However, the Contractor shall not be liable to the NJMC or the Project Representative for failure to report any conflict, error, or discrepancy in the Contract Documents; unless the Contractor had actual knowledge, or should reasonably have known thereof.

2.6 Within ten days of the start of the Contract Time (unless otherwise specified), the Contractor shall submit the following items to the Project Representative for review:

- A. A preliminary progress schedule indicating the dates for starting and completing the various stages of the Work; and,
- B. A preliminary schedule of Shop Drawing and sample submittals, listing each required submittal, the submittal date, and the time allotted for reviewing and processing.

2.7 If necessary, the Contractor, the Project Representative, and others shall attend a conference to resolve any disapproval's of the submitted schedules. The Contractor shall correct, adjust, and resubmit the schedules, as necessary. No progress payments shall be made to the Contractor until the schedules are acceptable to the Project Representative.

2.8 The progress schedule will be accepted by the Project Representative as providing an orderly progression of the Work to completion, and a workable arrangement for reviewing and processing the required submittals. Such acceptance will not impose on the Project Representative any responsibility for the sequencing, scheduling, or progress of the Work; or relieve the Contractor of his full responsibility therefore.

2.9 Except where the Contract Documents specifically allow the reuse of existing materials, all materials and equipment provided by the Contractor shall be new and of good quality. They shall be applied, erected, installed, connected, tested, cleaned, and conditioned in accordance with the instructions of the applicable suppliers, unless otherwise specified in the Contract Documents.

2.10 Whenever materials or equipment are specified by using the name of a particular manufacturer, supplier, or proprietary item; the naming is intended to establish the type, function, and quality required. Unless the name is followed by words indicating no substitution will be permitted, substitute materials or equipment may be acceptable. If the Contractor wishes to furnish or use substitute materials or equipment, he shall make a written application to the Project Representative for acceptance thereof; certifying that the proposed substitutes will perform their functions adequately and achieve the results desired by the Contract Documents. The application shall also state that the evaluation and acceptance of the proposed substitutes will not prejudice the Contractor's achievement of on-time completion of the Work; regardless of any needed changes to the Contract Documents, or any other problems directly or indirectly associated with acceptance of the substitutes (including payment of any license fee or royalty). All variations from the Contract Documents must be identified in the application, along with the availability of spare parts, maintenance, repair, and replacement services. The application shall also contain an itemized list of all additional direct and indirect costs due to the acceptance of such substitutes. All of the above will be considered by the Project Representative in evaluating each application. The Project Representative may require the Contractor to furnish additional data about the proposed substitutes at the Contractor's expense.

2.11 Except in connection with safety or protection of the Work, property, or persons at the site or adjacent thereto; all work shall be performed during regular working hours. The Contractor shall not permit overtime work, or the performance of work on Saturdays, Sundays, or any NJMC holidays without written approval from the NJMC. The Contractor may set his regular working hours between 7:30 AM and 5:00 PM.

2.12 This Contract is subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (Public Law 87- 581, 87th Congress). No Contractor or subcontractor shall require or permit any employee to work in excess of eight hours in

any calendar day, or in excess of forty hours in any week; unless such employee receives compensation at a rate not less than one and one-half times his basic rate of pay for all such excess hours worked.

2.13 Except as may be required by law, all claims and disputes pertaining to the classification of labor employed under this Contract shall be decided by the NJMC's governing body, or another duly designated official governing body.

2.14 Although it is understood that the Contractor must be permitted to select the equipment that will provide him with the most economical rate of production, and to devise his work methods and schedules to expedite the completion of the Work; it is not intended that the Contractor will be permitted to use equipment or methods which may damage any part of the site or nearby properties, or conflict with any state or local laws.

2.15 The duties and obligations imposed by this Section (and the rights and remedies available hereunder to the parties hereto) are in addition to any rights and remedies available to the parties; whether imposed or available by applicable regulations or laws, or by special warranties, guarantees, or other provisions of the Contract Documents. This Section is not to be construed as limiting in any way the other rights and remedies outlined above. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply. All representations, warranties, and guarantees made in the Contract Documents will survive completion, final payment, and termination of the Contract.

3.0 CONTRACT DOCUMENTS: INTENT, AMENDMENT, AND RE-USE:

3.1 The Contract Documents comprise the entire Contract between the NJMC and the Contractor concerning the Work. The Contract Documents are complementary (what is called for by one is as binding as if called for by all). The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 It is the intent of the Contract Documents to describe a functionally complete Project to be performed in accordance with the Contract Documents. Any Work, materials, or equipment that may reasonably be inferred as being necessary to produce the intended result shall be supplied, whether or not specifically mentioned in the Documents. When words or phrases having a well-known technical or trade meaning are used to describe work, materials, or equipment; such words shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by the Project Representative as needed, in accordance with paragraph 8.3.

3.3 Reference to standards, specifications, manuals, and/or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority (whether such reference be specific or implied), shall mean the latest standards, specifications, manuals, codes, laws, or regulations in effect at the time of bid opening, unless specifically stated otherwise in the Contract Documents. If the

Contractor finds a conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any of the above references, during the performance of the Work; he shall immediately report it to the Project Representative in writing. Before proceeding with affected work, the Contractor shall obtain a written interpretation or clarification from the Project Representative (except for an emergency authorized in accordance with paragraph 6.16). The Contractor shall not be liable to the NJMC or the Project Representative for failure to report any such conflict, error, ambiguity, or discrepancy; unless he knew or should reasonably have known thereof.

3.4 Except as otherwise specifically stated therein, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

- A. The provision of any such standard, specification, manual or code.
- B. The provision of any such laws or regulations applicable to the performance of the Work (unless such an interpretation would result in a violation of such law or regulation).

3.5 No provision of any such standard, specification, manual or code shall change the duties and responsibilities of the NJMC, the Contractor, or the Project Representative, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision shall be effective to assign to the NJMC, the Project Representative, or any of the Project Representative's consultants, agents, or employees any duty or authority to supervise or direct the furnishing or performance of the Work, or any duty or authority to undertake responsibilities inconsistent with any other provision of the Contract Documents.

3.6 Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory" or adjectives of like effect or import, are used to describe a requirement, direction, review, or judgment of the Project Representative regarding the Work; it is intended that such requirement, direction, review or judgment will be solely to generally evaluate the completed Work for compliance with the Contract Documents and conformance with the design concept of the completed Project. The use of any such terms or adjectives shall not assign to the Project Representative any duty or authority to supervise or direct the furnishing or performance of the Work; or any duty or authority to undertake responsibilities contrary to any other provision of the Contract Documents.

3.7 The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work, or to modify the terms and conditions thereof, by a Change Order. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

- A. A field order.
- B. The Project Representative's approval of a shop drawing or sample (pursuant to paragraph 2.10).
- C. The Project Representative's written interpretation or clarification (pursuant to paragraph 8.3).

3.8 Neither the Contractor, nor any subcontractor, supplier, organization, or other person performing or furnishing any of the Work, shall have or acquire any title to, or ownership rights in, any of the Contract Documents or copies thereof. They shall not reuse them on extensions of this, or any other project without the written consent of the NJMC and the Project Representative, and without the specific written verification or adaptation by the Project Representative.

4.0 AVAILABILITY OF LANDS, REFERENCE POINTS, SUBSURFACE AND PHYSICAL CONDITIONS:

4.1 The NJMC shall furnish, as indicated in the Contract Documents, the lands upon which the Work shall be performed, rights-of-way and easements for access thereto, and such other lands designated for the use of the Contractor. Easements for permanent structures or permanent changes to the existing facilities will be obtained and paid for by the NJMC, unless otherwise noted in the Contract Documents. The Contractor shall provide for all additional lands, and access thereto, that may be required for any temporary construction facilities, or the storage of materials and equipment.

4.2 The NJMC shall furnish, as indicated on the Contract Drawings, reference points so the Contractor can properly proceed with the Work. The Contractor shall be responsible for laying out the Work. The Contractor shall protect and preserve the established reference points and shall not change or relocate the reference points without written approval of the NJMC. The Contractor shall report to the Project Representative whenever any reference point is lost, damaged or destroyed and shall pay for the reestablishment of all lost, damaged or destroyed reference points. The reference points shall be reestablished by a surveyor licensed in the State of New Jersey.

4.3 The information shown and/or described in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based on the best available data. The NJMC and the Project Representative shall not be responsible for the accuracy or completeness of any such information. The Contractor shall review and check all such information, and determine the exact location of all underground facilities in the field. The Contractor shall be responsible for the safety and protection of underground facilities during construction, and shall repair any damage thereto resulting from the Work.

4.4 If an underground facility, which was not shown in the Contract Documents, is uncovered or revealed at or contiguous to the site; the Contractor shall promptly

identify the owner of the facility, and give written notice to the owner of that facility, the NJMC, and the Project Representative. The Contractor will cease work in the area, except in the case of an emergency. The Project Representative shall promptly review the location of the underground facility in relation to the contractual work in the area, and determine what change, if any, is required to the Contract Documents.

4.5 If the Contractor believes that any physical condition uncovered or revealed at the site differs materially from that shown in the Contract Documents; he shall immediately notify the Project Representative in writing. Before proceeding with affected work, the Contractor shall obtain a written interpretation or clarification from the Project Representative.

4.6 The Project Representative will review the Contractor's findings, determine the necessity of obtaining any additional explorations or tests with respect thereto; and advise the NJMC and the Contractor of the Project Representative's conclusions in writing within a reasonable amount of time.

4.7 If the Project Representative concludes that there is a material difference between the conditions shown in the Contract Documents and those in the field; a Change Order will be issued to document the increase or decrease in the Contract Price, and/or an extension or reduction of the Contract Time, attributable to the difference in the conditions.

5.0 BONDS AND INSURANCE:

5.1 Refer to the SPECIFIC PROJECT REQUIREMENTS for information regarding bonds and insurance.

6.0 CONTRACTOR'S RESPONSIBILITIES:

6.1 The Contractor shall be responsible for obtaining and paying all construction permits and licenses; and shall pay all inspection fees associated with the prosecution of that Work. The Contractor shall also schedule and pay for all utility connections required for the Work.

6.2 The Contractor shall perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of his work. The Contractor shall be responsible for the finished Work complying accurately with the Contract Documents.

6.3 The Contractor shall provide at all times on the site, a competent, full-time, resident superintendent, who shall not be replaced without written notice to the NJMC and the Project Representative, except under extraordinary circumstances. The superintendent shall be the Contractor's representative at the site and shall have the authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

6.4 The Contractor shall be responsible for providing competent, suitably qualified personnel to survey, layout, and perform the Work required by the Contract Documents. The Contractor shall maintain good discipline and order at the site. The Contractor shall be responsible for removing any person from the site who appears to be incompetent, unfaithful, disorderly, or otherwise unsatisfactory. Said person shall not again be employed at the site without the written consent of the NJMC.

6.5 The Contractor shall be responsible for compliance with the provisions of the Contract Work Hours and Safety Standards Act, Public Law 87-581.

6.6 The Contractor and his subcontractors shall give preference in the hiring of workers to qualified local residents, with first preference being given to citizens of the United States who have served in the armed forces of the United States, and have been honorably discharged and from active duty.

6.7 The Contractor shall be responsible for the proper and timely submittal of the required documents for all equipment and materials so as to not delay the progress of the Work. The Contractor shall determine delivery availability for all items to be furnished and shall order all long-lead items as soon as possible after the award of the contract, to ensure delivery in time to complete the work in the time available.

6.8 The Contractor shall be fully responsible to the NJMC and the Project Representative for all acts and omissions of his subcontractors, suppliers, organizations, and other persons performing or furnishing any of the Work. Nothing in the Contract Documents shall create any contractual relationship between the NJMC or the Project Representative, and any such subcontractor, supplier, organization, or other person.

6.9 The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performing the Work. If the Contractor performs any work that is contrary to such laws and/or regulations, he shall be responsible for all costs arising there from. If the Contractor observes that the Contract Documents are at variance with these laws and/or regulations, he shall promptly notify the Project Representative, in writing. Any necessary changes to the Work will be authorized by a Change Order.

6.10 If the Contractor elects to remove, replace, or relocate any poles, utilities, or structures during the performance of the Work; he shall be responsible for making all the necessary arrangements and obtaining all the necessary permits and approvals without the involvement of the NJMC or the Project Representative.

6.11 The Contractor shall be responsible for all damages resulting from the performance of the Work. Should any claim be made against the NJMC and/or the Project Representative as a result of the performance of the Work; the Contractor shall attempt to promptly settle with such other party.

6.12 The Contractor shall not load any part of the Work in a manner that will endanger the Work. The Contractor shall be responsible for damage caused to the Work and to adjacent property, subject to said dangerous stresses or pressures.

6.13 The Contractor shall be responsible for initiating, maintaining, and supervising all safety programs and precautions regarding the Work. The Contractor shall comply with all applicable laws and regulations for the safety and protection of persons and property; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall remedy all damage, injury, or loss to any persons or property caused by the Contractor, or any of his subcontractors, suppliers, organizations, or other persons directly or indirectly employed by any of them. The Contractor's duties and responsibilities for safety and protection shall continue until the Project Representative has issued a notice to the NJMC and the Contractor that the Work has been completed and is acceptable.

6.14 The Contractor shall be responsible for repairing any damage caused by his operations that could affect public health and safety, within four hours; or the NJMC may have the repairs made by others at the expense of the Contractor. The Contractor shall repair all other damage expeditiously. Until such time as said other damage is repaired by the Contractor and approved by the NJMC, twice the amount of the Project Representative's cost estimate for the repairs will be withheld from the Contractor's progress payment.

6.15 In the event of an emergency affecting the safety or protection of persons, the Work, the site, or adjacent property; the Contractor shall be responsible to act to prevent threatened damage, injury, or loss without special instruction or approval from the Project Representative or the NJMC.

6.16 The Contractor and his subcontractors shall protect the Work against any damage caused by the weather. If the Project Representative determines that any portion of Work has been damaged or injured by a failure on the part of the Contractor or his subcontractors to protect the Work; it shall be repaired, or removed and replaced, at the expense of the Contractor.

6.17 The Contractor shall be responsible for proceeding with the Work and adhering to the progress schedule during all disputes or disagreements with the NJMC. No Work shall be delayed or postponed pending resolution of any disputes or disagreements.

6.18 If the Work is defective, or the Contractor fails to supply sufficiently skilled workers, suitable materials or equipment, or fails to furnish or perform the Work in a manner, which will guarantee conformance with the Contract Documents; the NJMC or the Project Representative may order the Contractor to stop the Work until the cause for such order has been eliminated. However, this right of the NJMC and the Project Representative to stop the Work shall not give rise to any duty on the part of either to exercise this right for the benefit of the Contractor, or any other party.

6.19 The Contractor and his subcontractors shall comply with the New Jersey Prevailing Wage Act and all amendments thereto. This Act is hereby made part of these Contract Documents as if it were included herein, in its entirety.

6.20 The Contractor shall maintain books, records, and other documents pertinent to the performance of the Work, in accordance with accepted accounting procedures and practices. The New Jersey Department of Labor, the NJMC, and/or any of their duly authorized representatives shall have access to such books, records, and other documents for the purpose of inspection, auditing, and copying. The Contractor shall provide proper facilities for such access and inspection, and agrees to the disclosure of all information and reports resulting from access of the above records to any of the above agencies. Records shall be maintained and made available until three years from the date of final payment for the Project. Records which relate to any dispute, appeal, litigation, or settlement of claims arising out of such performance (or costs or items to which an audit exception has been taken); shall be maintained and made available until three years after the date of the resolution of each dispute, appeal, litigation, claim, or exception.

6.21 The Contractor shall constantly give his personal attention to the faithful prosecution of the Work; and shall keep the Work under his personal control. The Contractor shall not sublet the Work as a whole or substantial part of the whole, without the previous written consent of the NJMC. The Contractor shall not assign any of the Work, or any monies payable under this Contract (or his claim thereto), without the written consent of the NJMC and the surety on the bond.

6.22 The Contractor shall pay to the NJMC, and the NJMC shall have the right to deduct the full amount of all expenses, losses, damages and costs from all monies due, or to become due, the Contractor as detailed in the SPECIFIC PROJECT REQUIREMENTS.

6.23 The Contractor shall take all necessary precautions to protect and preserve existing utilities, and improvements during all phases of the Work. The Contractor shall be solely responsible for any damage or disturbance of any existing utilities and improvements, and shall restore them to their original condition, at no cost to the NJMC.

6.24 While performing the Work, the Contractor shall not encumber the premises with materials or equipment; and shall keep the premises free from accumulations of waste materials. At the completion of the Work, the Contractor shall remove all waste and surplus materials, tools, equipment, and machinery; and shall restore to original condition all property not designated for alteration by the Contract Documents.

6.25 The Contractor warrants and guarantees to the NJMC and the Project Representative that all Work will be performed in accordance with the Contract Documents; and that the completed Project will not be defectively or improperly installed. The Contractor agrees that all work improperly performed shall be remedied,

all defective Work shall be repaired or replaced, and all improperly installed Work shall be reinstalled correctly in accordance with the Contract Documents.

7.0 OTHER WORK:

7.1 The NJMC may perform other work by its own forces, have other work performed by utility owners, or let other direct contracts for other work at the site.

7.2 The Contractor shall afford the NJMC, each utility owner, and other contractors, a reasonable opportunity for the introduction and storage of materials and equipment, and proper and safe access to the site for execution of such work. The Contractor shall properly connect and coordinate the work of others with the Work, as necessary. The Contractor shall not endanger any work of others; and will only alter the work of others with the written consent of the Project Representative and those who performed the work.

7.3 If the prosecution of the Work depends upon such other work, the Contractor shall inspect and promptly report to the Project Representative in writing any delays, defects, or deficiencies in such work that render it unavailable or unsuitable for continuing the Work. The Contractor's failure to so report will constitute acceptance of the other work as fit and proper for integration with the Work. The Contractor shall not be responsible for latent or non-apparent defects or deficiencies in said work.

8.0 PROJECT REPRESENTATIVE'S STATUS DURING THE PROJECT:

8.1 The Project Representative shall be the NJMC's representative for this Project. The Project Representative shall be the initial interpreter of the Contract Document requirements and judge of the acceptability of the Work thereunder. Any claims, disputes, and/or other matters relating to the above, or to changes in the Contract Price or Time, will initially be referred to the Project Representative, in writing. The Project Representative will render a decision, in writing, within a reasonable period of time.

8.2 The Project Representative shall make visits to the site to observe the progress and quality of the executed Work and to determine if it is proceeding in accordance with the Contract Documents. On the basis of such visits and observations, the Project Representative will keep the NJMC informed of the quality and progress of the Work.

8.3 The Project Representative will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents as are determined necessary. If the Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price, and/or an extension of the Contract Time, the Contractor may make a claim therefore.

8.4 The Project Representative may authorize minor variations in the Work, which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. If the Contractor believes that a

variation issued as minor justifies an increase in the Contract Price and/or an extension of the Contract Time, the Contractor may make a claim therefore.

8.5 The Project Representative may reject Work believed to be defective. The Project Representative also has the authority to require special inspection and testing of the Work, whether or not it has been fabricated, installed, or completed.

8.6 The Project Representative shall not be responsible for the means, methods, techniques, sequences, or procedures of the Contractor's performance of the Work, or the safety programs and precautions incident thereto. The Project Representative will not be responsible for the failure of the Contractor to furnish or perform the Work in accordance with the Contract Documents.

8.7 The Project Representative will not be responsible for acts of omission by the Contractor, or any of his subcontractors or suppliers furnishing or performing any of the Work.

9.0 CHANGES IN THE WORK:

9.1 Without invalidating the Contract, and without notice to any surety, the NJMC may order revisions in the Work. These revisions shall be authorized by Change Orders. Upon receipt of such a document, the Contractor shall promptly proceed with the work involved, in accordance with the applicable conditions of the Contract Documents.

9.2 The Contractor shall not be entitled to an increase in the Contract Price, or an extension of the Contract Time, for any work not required by the Contract Documents and performed without a Change Order, except for an emergency.

9.3 The Contractor shall obtain a written Change Order from the NJMC prior to engaging in any activity that would result in either of the following: an adjustment or modification of time, price, or quantity that would differ materially from that included in the original proposed Project or; a modification of a term or condition that would constitute a modification of the Contract Documents.

10.0 CHANGE OF CONTRACT PRICE:

10.1 The Contract Price may only be changed by a Change Order. Any claim for a change in the Contract Price shall be based on written notice delivered by the party making the claim, to the other party and the Project Representative, no later than ten days after the occurrence of the event giving rise to the claim. The amount of the claim, with supporting data, shall be delivered within twenty days of such notice; and shall be accompanied by a written statement that the amount claimed covers all known costs to which the claimant is entitled. The validity of all claims shall be determined by the Project Representative.

10.2 Where the Contract Documents provide that all or part of the Work shall be on a unit price basis, the initial Contract Price will be deemed to include an amount equal to the sum of each unit price, multiplied by the estimated quantity of each item, as indicated in the Bid Forms. Each unit price will be deemed to include an amount adequate to cover the Contractor's overhead and profit for each separately identified item. The estimated quantities of unit price items of work are not guaranteed, but are solely for the purposes of bid comparison and determining the initial Contract Price. Classification of the unit price Work, and the actual quantity determinations, shall be made by the Project Representative. Incorporation of the actual classified quantities into the Contract Price, if different than the amount given with the Bid, shall be accomplished by Change Order(s).

10.3 The value of a Change Order shall be determined in one of the following ways:

- A. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of said unit prices to the additional or reduced quantities of the items involved.
- B. By mutual acceptance of a lump sum.

11.0 CHANGE OF CONTRACT TIME:

11.1 The Contract Time may only be changed by a Change Order. Any claim for a change to the Contract Time shall be based on written notice delivered by the party making the claim, to the other party and to the Project Representative no later than ten days after the occurrence of the event giving rise to the claim. The extent of the claim with supporting data shall be delivered within ten days of the notice, and shall be accompanied by a written statement that the time claimed is the total time to which the claimant is entitled. The Project Representative shall determine the validity of all claims for adjustment to the Contract Time.

11.2 The Contract Time shall be extended an amount equal to the time lost due to delays beyond the control of the Contractor, if a claim is made therefore. Said delays shall include, but not be limited to; labor disputes, fires, floods, epidemics, abnormal weather conditions, other acts of God, and acts of NJMC neglect.

11.3 All time limits stated in the Contract Documents are of the essence of the Contract. The provisions of this Article shall not exclude the recovery of damages by either party due to delay.

12.0 TESTS AND INSPECTIONS, DEFECTIVE WORK:

12.1 The Project Representative and the NJMC shall be allowed access to the Work for their observations, inspections, and testing. The Contractor shall provide proper and safe conditions for such access.

12.2 The Contractor shall give the Project Representative timely notice of the readiness of the Work for all required observations, inspections, and testing. The Project Representative shall give the Contractor timely notice of any problems with the Work.

12.3 If any applicable laws or regulations require portions of the Work to be inspected, tested, or approved by others; the Contractor shall assume full responsibility therefore, pay all the costs in connection therewith, and furnish the Project Representative with the required certificates of inspection, testing, and approval.

12.4 Neither observations by the Project Representative, nor inspections, testing, or approvals by others, shall relieve the Contractor from his obligation to perform the Work in accordance with the Contract Documents.

12.5 Defective work shall be remedied in one of the following ways, as decided by the NJMC:

- A. The work may be corrected, or removed and replaced.
- B. The work may be accepted as is with an appropriate credit.

12.6 If the Contractor fails to correct defective work within a reasonable time after the receipt of a written notice by the Project Representative, fails to perform the Work in accordance with the Contract Documents, or fails to comply with any other provision of the Contract Documents, the NJMC shall have the right to correct and remedy any such deficiencies, after seven days written notice to the Contractor. The Contractor shall allow the NJMC, its representatives, agents, and employees, such access to the site as may be necessary to exercise its rights and remedies granted under this paragraph. All costs incurred by the NJMC in exercising said rights and remedies will be charged against the Contractor. A Change Order will be issued, incorporating the necessary revisions to the Contract Documents. The NJMC shall be entitled to an appropriate decrease in the Contract Price, but the Contractor shall not be allowed an extension of the Contract Time because of any delay in his performance of the Work attributable to the exercise by the NJMC of its rights stated herein.

12.7 In an emergency, where delay would cause serious risk, loss, or damage; the NJMC shall have the defective Work corrected, or removed and replaced. All costs of such correction, or removal and replacement, shall be paid by the Contractor.

13.0 PAYMENTS TO CONTRACTOR; INSPECTION AND COMPLETION:

13.1 Payment Schedule: The Contractor's application for progress payment, and the processing of the application, shall be in accordance with the following schedule:

<u>ACTION</u>	<u>LATEST DATE OF ACTION</u>
Cutoff date of progress payment application	Last Friday of the month

Submission of application to Project Representative from Contractor	First Friday of the following month
Project Representative review and return to Contractor for corrections, or submit approved application to NJMC	Five working days after receipt from Contractor
NJMC review & return to Project Representative/Contractor for Corrections or approve for payment	Five working days after receipt from Project Representative
Payment to Contractor	Twenty working days after NJMC approval.

13.2 Application for Progress Payment: At the time indicated in the above schedule (not more often than once per month), the Contractor shall submit to the Project Representative for review an application for payment, completed and signed by the Contractor and covering the work completed as of the last Friday of the month. The application shall be on a standard NJMC invoice form and shall be accompanied by the supporting documentation required by the Contract Documents, and any other information that the Project Representative may reasonably request.

13.3 The Contractor shall furnish written proof of payments made to subcontractors, manufacturers, suppliers, etc., within thirty days after receipt of payment for same. The NJMC shall have the right to deduct from a subsequent payment application, an estimated amount to cover the cost of the subject materials, equipment, and/or work, if the proof of payment is not furnished.

13.4 It is agreed that this Project is one contract for the whole and complete Work. No partial payments on account by the NJMC, or its use of parts of the Project; shall constitute the acceptance of any part of the Work before final inspection, acceptance, and final payment.

13.5 The Total Contract Amount shall be the total compensation paid to the Contractor for performing the Work. All duties, responsibilities, and obligations assigned to, or undertaken by the Contractor in the performance of the Work, shall be at his own expense, without change to the Total Contract Amount.

13.6 The NJMC shall retain ten percent of each payment until completion and acceptance of the Work. After completion and acceptance of the Work, payment will be made in full, including the retainage, authorized deductions, and approved Change Orders. In place of the NJMC withholding retainage, the Contractor may deposit with the NJMC negotiable bearer bonds or notes of the state of New Jersey, or any political subdivision of the State. The nature of the bonds or notes to be deposited shall be subject to approval by the NJMC and conform to the requirements of the "Local Public Contracts Law".

13.7 This policy shall only apply when the Contractor's performance is considered adequate. A greater amount may be withheld when specific circumstances necessitate such action, or when the Contract Documents clearly indicate the withholding of other specified retainage.

13.8 Review of Applications for Progress Payments: The Project Representative's recommendation for payment of any application shall constitute a representation by the Project Representative to the NJMC (based on the Project Representative's observations of the Work in progress as an experienced and qualified professional and on the Project Representative's review of the application and attached information) that:

- A. The Work has progressed to the point indicated.
- B. To the best of Project Representative knowledge, information, and belief the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning project, to the results of any subsequent tests required by the Contract Documents, and any qualifications stated in the Project Representative's recommendation).
- C. The Contractor is entitled to payment in the amount recommended.

However, by making any such recommendation, the Project Representative will not be representing that:

- A. Exhaustive or continuous on-site inspections were made to check the quality or quantity of the Work.
- B. The means, methods, techniques, sequences, and procedures of the Contractor were reviewed.
- C. Title to any work, materials, or equipment has passed to the NJMC free and clear of any liens, claims security interests, and encumbrances (hereafter in these GENERAL CONDITIONS referred to as liens).

13.9 The Project Representative may refuse to recommend payment of the whole or any part of any application, if in Project Representative's opinion, it would be incorrect to make such representations to the NJMC. The Project Representative may also refuse to recommend any such payment (or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended) to such extent as may be necessary, in the Project Representative's opinion, to protect the NJMC from loss. Reasons for refusing to recommend payment, or for nullifying payments previously made, include but are not limited to the following:

- A. Unacceptable Work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims.
- C. Failure of the Contractor to make payments properly to subcontractors, manufacturers, or suppliers.

- D. A reasonable doubt that the Contract can be completed for the balance unpaid.
- E. Damage to another contractor.
- F. Failure of the Contractor to keep his work progressing in accordance with his progress schedule.
- G. Failure to provide a status report on all complaints.
- H. Failure to submit certified payrolls (including subcontractor's payrolls) corresponding to the time period covered by the payment application.
- I. Failure to satisfactorily prosecute the Work in accordance with the Contract Documents.
- J. Liens filed in connection with the Work.
- K. Failure to comply with Affirmative Action goals and objectives in accordance with PL1975, c127.
- L. Failure to submit any items required by the Contract Documents in the time frame specified.
- M. Failure to maintain insurance and/or to provide proof of insurance.

13.10 Contractor's Warranty of Title: The Contractor warrants and guarantees that title to all work, materials, and equipment included in any and all of his applications for payment (whether or not incorporated in the Work), shall pass to the NJMC at the time of final payment free and clear of all liens.

13.11 Final Inspection: Upon written notice from the Contractor that the Work is complete, the Project Representative shall make a final inspection with the Contractor and the NJMC. The Project Representative shall notify the Contractor (based on the Project Representative's observation of the Work during construction and the final inspection), in writing, of all particulars in which the Work is incomplete and defective. The Contractor shall immediately complete the Work, and remedy said deficiencies, to the satisfaction of the Project Representative.

13.12 Acceptance of the Work: After the Contractor has addressed all deficiencies to the satisfaction of the Project Representative, delivered all operations and maintenance instructions, all schedules, guarantees, certificates of inspection, and other documents in accordance with the Contract Documents, the Project Representative shall notify the Contractor and the NJMC in writing that the Work is acceptable, subject to the provisions of paragraph 13.17.

13.13 Application for Final Payment:

After the Project Representative has notified the Contractor of the acceptance of the Work in accordance with paragraph 13.12, the Contractor shall then submit his application for final payment, following the progress payment procedures. The application for final payment shall be accompanied by all the specified documentation (and such other data and schedules as the Project Representative may reasonably request), together with complete and legally effective releases or waivers of all liens arising out of, or filed in connection with, the Work. Said releases or waivers must be satisfactory to the NJMC. If any subcontractor, supplier, manufacturer, fabricator, or distributor fails to furnish a release or receipt in full, the Contractor may furnish a bond or other collateral (satisfactory to the NJMC) to indemnify the NJMC against any lien.

Final payment shall not be made by the NJMC unless the Contractor supplies all releases or waivers of liens.

13.14 Acceptance of Final Payment Application: If the Project Representative's review of the application for final payment and the accompanying documentation reveals the submittal is in accordance with the Contract Documents, and the Project Representative is satisfied that the Contractor has fulfilled all his obligations, the Project Representative shall give written notice to the Contractor and the NJMC that the Project has been completed, subject to the provisions of paragraph 13.17, and shall present the final payment application to the NJMC.

13.15 If the Project Representative's review indicates the application or any of the accompanying documentation is not in order, the Project Representative shall return the application to the Contractor, indicating in writing the reasons for not recommending payment. The Contractor shall address all the Project Representative's concerns, make the necessary additions and/or corrections, and resubmit the application.

13.16 Waiver of Claims: The issuance of payment by the NJMC, and the acceptance of same by the Contractor, shall constitute:

- A. A waiver of all claims by the NJMC against the Contractor, except claims arising from unsettled liens, defective Work appearing after inspection, failure to comply with the Contract Documents, or any other claims previously made in writing and still unsettled. It shall not constitute a waiver by the NJMC of any rights with respect to the Contractor's continuing obligations under the Contract Documents. Further, it shall not constitute waiver of any legal arguments or defenses in any litigation filed as a result of the Contractor's breach.
- B. A waiver of all claims by the Contractor against the NJMC and the Project Representative, other than those previously made in writing and still unsettled.

13.17 Contractor's Continuing Obligation: The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. The recommendation of the Project Representative to pay any application for payment, or Project Representative's issuance of the notice of Project Completion pursuant to paragraph 13.14 and, likewise, any payment by the NJMC to the Contractor in accordance with the Contract Documents, any use or acceptance of the Work by the NJMC or a failure to do so, or the NJMC's correction of any defective work shall not constitute acceptance of work not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with same.

13.18 Payment to Contractors, Inspection and Completion:

There is **NO SUBSTANTIAL COMPLETION** for this project. All final submittals (as built, subcontractor releases) as well as all work must be completed within the specified contract period. The project including as-built drawing and all administrative items must be accepted prior to the project completion date.

14.0 **SUSPENSION OF WORK AND TERMINATION:**

14.1 The NJMC may, at any time and without cause, suspend the Work, or any portion thereof, for a period of not more than ninety (90) days by notice in writing to the Contractor and the Project Representative. The written notice shall establish the date on which the Work will be resumed. The Contractor shall resume work on the established date. The Contractor shall be allowed an increase in the Contract Price and/or an extension of the Contract Time attributable to the suspension; if the Contractor makes a claim therefore, and it is approved.

14.2 The NJMC may terminate the services of the Contractor after giving him and the surety seven days written notice, upon the occurrence of any one or more of the following events. In such case, the Contractor shall not be entitled to receive any further payment. Where the Contractor's services have been so terminated by the NJMC, said termination shall not affect any rights or remedies of the NJMC against the Contractor existing at the time, or which may thereafter accrue.

- A. If the Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code) now or hereafter in effect.
- B. If the Contractor takes any equivalent or similar action by filing a petition or other notice under any other federal or state law in effect at such time relating to bankruptcy or insolvency.
- C. If a petition is filed against the Contractor under any chapter of the Bankruptcy Code now or hereafter in effect at the time of filing.
- D. If a petition is filed seeking any such equivalent or similar relief against the Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
- E. If the Contractor makes a general assignment for the benefit of creditors.
- F. If a trustee, receiver, custodian, or agent of the Contractor is appointed under applicable law or contract, whose appointment or authority to take charge of the Contractor's property is for the purpose of enforcing a lien against such property, or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
- G. If the Contractor admits in writing an inability to pay his debts as they become due.
- H. If the Contractor persistently fails to perform the Work in accordance with the Contract Documents: including but not limited to, failure to supply sufficiently skilled workers, suitable materials, or equipment, or the failure to adhere to the progress schedule.
- I. If the Contractor disregards any applicable laws or regulations.

- J. If the Work to be performed under this Contract shall be abandoned by the Contractor. Abandonment shall mean that the Contractor has failed to perform any work on the Contract for a period of thirty consecutive calendar days.
- K. If this Contract or any part thereof shall be assigned, transferred, or sublet without the previous notice to and written consent of the NJMC.
- L. If the Contract or any claim thereunder shall be assigned by the Contractor other than as herein specified.
- M. If the Contractor fails to maintain insurance during the entire Contract term and until the NJMC accepts the Contract Work and the Contract is ended or fails to provide the NJMC with proof of insurance upon request of the NJMC.
- N. If the Contractor otherwise violates in any substantial way any provisions of the Contract Documents.

14.3 Upon seven days written notice to the Contractor, the NJMC may elect to abandon the Work and terminate the Contract without cause and without prejudice to any other right or remedy. In such case, the Contractor shall be paid for all completed Work, plus reasonable termination expenses.

15.0 MISCELLANEOUS ITEMS:

15.1 The address given on the Bid Form upon which this Contract is founded is hereby designated as the place to which notices, letters, and other communications to the Contractor shall be certified, mailed, or delivered. The delivering to said address or the depositing (in a postpaid wrapper with said address) in any mail box regularly maintained by the United States Postal Service of any notice, letter, or other communication to the Contractor shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of such delivery or mailing. The above-named address may be changed at any time by a written notice delivered to the NJMC and the Project Representative. Nothing herein contained shall be deemed to preclude or render inoperative, the service of any notice, letter, or other written communication upon the Contractor personally.

15.2 When any period of time is referenced in the Contract Documents by days, it will be computed to exclude the first, and include the last day of said period. If the last day of said period falls on a Saturday, Sunday, or a legal holiday observed by the NJMC, it shall be omitted from the computation.

15.3 Should the NJMC or the Contractor suffer injury or damage to persons or property, respectively, because of any error, omission, or act of the other party (or others for whose acts the other party is legally liable), a claim shall be made in writing to the other party within a reasonable time of the first observance of said injury or damage.

END OF SECTION 00700

Contract LA 14-02

Mill Creek Marsh Trail Renovation
Sandy Recovery Project

SPECIFIC PROJECT REQUIREMENTS

Section 00800

SECTION 00800

SPECIFIC PROJECT REQUIREMENTS

1.0 LOCATION OF THE WORK:

1.1 The Work of this Contract shall be performed at the site known as Mill Creek Marsh in Secaucus, NJ (Block 185, Lots 203 Hudson County). Contractor shall be aware the area is tidally flowed and shall schedule the work accordingly.

2.0 EXECUTIVE ORDER No. 125:

- 2.1 Pursuant to Executive Order No. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at: <http://nj.gov/comptroller/sandytransparency/contracts/sandy/>. This contract is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract on the Sandy Transparency website.
- 2.2 Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

3.0 SUMMARY OF WORK / CONTRACT TIME:

- 3.1 The Contractor shall complete the following tasks in accordance with all applicable state and local rules and regulations and the requirements of these Contract Documents: Rebuilding approximately 1200 LF of Mill Creek Marsh Trail and install stone curbing and vinyl sheet piling to stabilize trail edges.
- 3.2 A Soil Erosion and Sediment Control Plan is not required for the contract work.
- 3.3 The work under this contract shall be completed within 240 consecutive calendar days from the date specified in the Notice-to-Proceed.
- 3.4 Normal working hours will be Monday-Friday between the hours of 7:30 AM - 5 PM. No work is allowed beyond these times without prior permission from the Project Representative. There may be several NJMC holidays which fall within the contract period: Oct. 13, Nov. 4, 11 & 27, Dec. 25, Jan 1 & 19, Feb. 16, April 3, May 25, and July 3. Work is not allowed on these days without the prior permission from the Project Representative.

4.0 ADDENDA:

- 4.1 Only addenda signed by Thomas R. Marturano, P.E., Director of Solid Waste and Natural Resources, are valid addenda for this Project.

5.0 BID SUBMISSION:

- 5.1 Each Bid must be submitted in a sealed envelope with the Bidder's name, address, and telephone number clearly indicated on the outside of the envelope.
- 5.2 The envelope shall also be clearly marked, in large letters, as follows:

**BID DOCUMENTS
CONTRACT LA 14-02
MILL CREEK MARSH TRAIL SANDY RECOVERY PROJECT
DO NOT OPEN
DELIVER TO KATY WEIDEL**

- 5.3 All the documents listed in the Bid Forms shall be enclosed in the sealed envelope with the Bid.
- 5.4 If a carrier service (such as Federal Express) is used to deliver the Bid; the sealed envelope containing the Bid shall be completed as noted above, and shall be placed into the carrier's envelope.

6.0 BONDS AND INSURANCE:

- 6.1 BONDS: A performance and payment bond and a maintenance bond will be required for the faithful performance of the Contract, for payment of all labor and materials, and for the guarantee and maintenance of the Work. The bonds shall be duly executed by the Contractor, as Principal, and by a surety company satisfactory to the NJMC and licensed to do business under the laws of the State of New Jersey.
- 6.2 All bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as Published in circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, and United States Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- 6.3 If the surety on any bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated, or it ceases to meet the requirements of paragraph 5.1; the Contractor shall substitute another bond and surety acceptable to the NJMC within ten working days of such declaration of insolvency, termination, or failure to meet the requirements of paragraph 5.1.

- 6.4 The **performance and payment bond** shall be for the full Contract amount. It must be furnished with the executed Contract(s) and shall remain in effect until completion and acceptance of the Project. **The bond shall specifically protect the NJMC should the Contractor go bankrupt or is declared insolvent.**
- 6.5 The **maintenance bond** shall be for fifty (50) percent of the total contract price. It shall be furnished with the invoice for final payment, and shall continue in effect for a period of one year after the date of Contract completion and acceptance. The maintenance bond shall cover ALL of the Work on the Project.
- 6.6 Insurance: The Contractor shall furnish the NJMC with satisfactory proof that he has obtained the insurance described below from insurance companies or underwriters satisfactory to the NJMC. The Contractor shall keep such insurance in force until each and every obligation assumed under the Contract shall be fully and satisfactorily performed. **The NJMC and Hartz Mountain Industries** shall be named as additional insured under all the policies, except the Compensation Insurance.
- 6.7 The Contractor shall furnish to the NJMC certificates for the following types of insurance showing the type, amount, and class of operations insured, and the effective and expiration dates of the policies. The certificates shall be submitted with the executed Contract(s). Work on the Contract will not be permitted to proceed until the certificate has been received and verified. Specific reference to the Contract shall be made in all policies.
- A. CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE, including Independent Contractor's Completed Operations and Contractual Liability Insurance with combined single limits of not less than one million dollars (\$1,000,000) each occurrence and with an annual aggregate of three million dollars (\$3,000,000) with respect to bodily/personal injury and property damage. Said policies of insurance shall contain a provision or endorsement providing insurance protection against property damage caused by explosion or collapse; and against damage to or interference with other facilities.
- B. CONTRACTOR'S VEHICLE LIABILITY INSURANCE, for "any auto/vehicle" for the duration of the contract for bodily injury/property damage with a combined single limit of one million dollars (\$1,000,000).
- C. EXCESS LIABILITY INSURANCE, in the amount of five million dollars (\$5,000,000) is to be provided in addition to the above requirements.
- D. COMPENSATION INSURANCE, coverage "B", as required by state law for all employees who will be engaged in the work associated with this Contract. The Contractor shall require all subcontractors to provide similar workmen's compensation insurance for all of their employees, unless those employees are covered under the Contractor's insurance. If any employees engaged in

hazardous work under this Contract are not protected under the workmen's compensation statute; the Contractor (and any subcontractors) shall also provide adequate employer's liability insurance for the protection of these employees.

E. ENVIRONMENTAL LIABILITY INSURANCE - in the amount of one million dollars (\$1,000,000) for bodily injury/property damage. The policy form must accompany the certificate of insurance and the contract documents.

6.8 Subcontractors: The Contractor shall not permit any subcontractor to commence work on his subcontract until all similar insurance (as listed above) required of the subcontractor has been obtained and approved. Copies of all Subcontractors certificates are to be forwarded to the NJMC.

6.9 All insurance certificates shall stipulate that the insurance will not be changed or canceled without giving at least thirty (30) days written notice to the NJMC and the Project Representative by certified mail.

7.0 PAYMENT/ LIQUIDATED DAMAGES:

7.1 Substantial completion does not apply to this contract. All work as outlined in the contract including as built and payment/releases from all subcontractors must be complete within the 240 day contract period. Liquidated damages will be assessed at the sum of \$500 (five hundred dollars) for each and every calendar day that the Contractor shall be in default in completing the Project.

8.0 NJMC RIGHT TO DEDUCT MONIES:

8.1 The Contractor shall pay to the NJMC, and the NJMC shall have the right to deduct the full amount of all expenses, losses, damages and costs from all monies due, or to become due, the Contractor under this Contract for any of the following reasons:

A. Any defect, omission, or mistake of the Contractor or his employees, and the repairs of same, as determined by the Project Representative.

B. All costs incurred by the NJMC for overtime payments to the Project Representative caused by the Contractor's overtime work (Overtime is considered to be all hours worked in excess of eight hours per day or forty (40) hours per week, all hours worked on Saturdays and Sundays, and all hours worked on legal holidays observed by the Project Representative). All such inspection costs shall be at a rate of \$100.00 per hour.

C. All costs of the Project Representative necessary after the completion of the Contract Time.

9.0 SANITARY FACILITIES:

9.1 The Contractor is responsible for providing sanitary facilities for the use of its personnel working on the Project.

10.0 WATER:

10.1 The Contractor is responsible for providing potable water for drinking and washing use of its personnel working on the Project.

11.0 ELECTRICAL SERVICE:

11.1 Contractor is responsible for providing electrical service for use of its personnel working on the Project.

12.0 CONTRACTOR'S OFFICE:

12.1 The Contractor may provide a trailer to be used as an office and storage of materials. The proposed trailer location shall be submitted to the Project Representative for approval. Any costs to be borne by the contractor.

13.0 SITE ACCESS AND COORDINATION WITH EXISTING OPERATIONS:

13.1 Site access is designated on the drawings. The Contractor shall exercise extreme caution when accessing the project site and staging area which is within the Mill Creek Mall parking areas and adjacent to store loading areas. These areas are open seven days a week.

The Contractor shall install temporary safety fencing as necessary to protect persons, property and material and shall maintain the safety fencing throughout the contract period.

The Contractor shall take additional precautions as needed to ensure the utmost safety of visitors and deliveries to the adjacent stores and loading areas. This may include temporary signage, fencing, barricades or other methods so people can access the area safely. All costs in connection with these safety measures shall be borne by the contractor.

The Contractor shall allow access to the parking areas and loading areas at all times and cannot interfere with the store operations in any manner. Should conflicts arise; the store operations will take precedence over the Contractor's operations. Any restriction or diversion of traffic is not allowed.

The Contractor shall be responsible for the repair of damages to the parking area or park to the satisfaction of the Project Representative.

14.0 SITE SECURITY:

14.1 Mill Creek Marsh Trail, a popular birding spot, will be closed to the public for the duration of the contract. The Contractor shall provide adequate security at the site, to protect work and materials, and to prevent un-authorized personnel from entering the work site throughout the duration of the Project. All costs in connection with the providing of the site security shall be borne by the contractor.

15.0 CONTRACTOR'S STORAGE AREA:

15.1 See designated area on the drawings for material storage. Contractor cannot store material outside this area. The Contractor shall be responsible for the repair of any damage to the storage area to the satisfaction of the Project Representative including but not limited to re-striping, asphalt hot patching of parking area, resetting and/or replacement of concrete pavers and entrance gate/fencing and concrete curb repair.

16.0 PRE-BID MEETING:

16.1 A non-mandatory pre-bid meeting will be held at 10:00 AM on September 17, 2014.

16.2 Contract Documents may be obtained prior to, or after the pre-bid meeting.

17.0 FREE DISPOSAL OF WASTE MATERIALS:

17.1 The Contractor shall dispose of all project waste material at the Keegan Landfill, 437 Bergen Avenue, Kearny, NJ 07032 AT NO CHARGE per Environmental Requirements Section 00900. For Hours of Operation, call 201 460-4698.

18.0 PAYMENT:

19.1 Separate payment will not be made for the work of this Section. The cost shall be included in the prices bid for the various items of work scheduled in the Bid.

END OF SECTION 00800

Contract LA 14-02

Mill Creek Marsh Trail Renovation
Sandy Recovery Project

ENVIRONMENTAL REQUIREMENTS

Section 00900

SECTION 00900

ENVIRONMENTAL REQUIREMENTS

1.0 PROHIBITED ACTIVITIES:

- 1.1 The Contractor shall not use procedures, activities or operations that may adversely impact the natural environment, or the public health and safety of the area. Prohibited activities include, but are not limited to, the following:
- A. Dumping or disposing of materials into any stream corridors, wetlands, or surface waters or on public or private property not specified for said purpose.
 - B. Indiscriminate, arbitrary, or capricious operation of equipment in any wetlands or surface waters.
 - C. Pumping of any sediment-laden water from trenches or other excavations into any wetlands or surface waters.
 - D. Indiscriminate damaging of vegetation.
 - E. Disposal of trees, brush, and other debris in any wetlands, surface waters, or unspecified locations.
 - F. Open burning of Project debris, or any other materials.
 - G. Discharging injurious silica dust concentrations into the atmosphere closer than 200 feet to areas of human occupation.
 - H. Closing off clear access to the site without the prior the consent of the Project Representative and the NJMC.
 - I. Operation of construction equipment outside the boundaries of the construction area.
 - J. The use of palliatives for dust control.

2.0 CONSTRUCTION AREA LIMITATIONS:

- 2.1 The Contractor's procedures, activities, and operations shall be restricted to those areas shown on the Contract Drawings. Any activities or operations outside of these areas shall be prohibited, unless approved in writing by the Project Representative.
- 2.2 No vegetation shall be removed or disturbed outside the construction limit. Any vegetation that is removed or disturbed shall be replaced with vegetation of equal or

better quality. Any areas within the construction limit that are to remain vegetated shall be protected.

- 2.3 Vehicular access to the site shall be limited to the entrances designated on the Contract Drawings.

3.0 WASTE DISPOSAL:

- 3.1 All construction debris and waste materials shall be removed from the site by vehicles designed for the transport of the various materials being removed.
- 3.2 The Contractor shall dispose of all waste material for the project at the Keegan Landfill, located on 437 Bergen Avenue in Kearny, NJ. All trucks going to the Keegan Landfill must be NJDEP decaled and cannot be overloaded nor exceed the road limit of 80,000 pounds. The Project Representative will inspect all materials slated for the landfill at the job site. There is no charge for disposal but tickets will be issued that must be presented at the scale. The trucks will not have to weigh out. All materials to be disposed shall be reduced in size to no longer than three feet in length unless otherwise noted on the plan.

4.0 SITE CLEARING:

- 4.1 The Contractor shall maintain and protect existing vegetation beyond the limits of construction.
- 4.2 No vegetation shall be removed by the Contractor beyond the limits of construction. In the event that such vegetation is damaged, the damage shall be repaired, or the vegetation shall be replaced in-kind. Care for serious injury to any vegetation shall be by a licensed tree expert.

5.0 DUST CONTROL:

- 5.1 The Contractor shall control the suspension of dust in the air from his operations. Dust from trenches and general construction activities shall be controlled by wetting surfaces with water.
- 5.2 All vehicles transporting fill and other materials shall be covered with a canvas or similar top to prevent the generation of dust and the spilling of truck contents.

6.0 NOISE EMISSION AND CONTROL:

- 6.1 The Project Representative may perform noise level measurements during the progress of the Work using a hand-held Sound Pressure Level Meter. The Contractor shall provide ear protection to all whenever the eight-hour time weighted average sound level measured on the A scale exceeds 85 decibels.

END OF SECTION 00900

Contract LA 14-02

Mill Creek Marsh Trail Renovation
Sandy Recovery Project

GENERAL REQUIREMENTS

Section 01000

SECTION 01070

ABBREVIATIONS, SYMBOLS, AND STANDARDS

1.0 ABBREVIATIONS:

1.1 The following abbreviations may appear in the Contract Documents:

AASHTO	American Association of State Highway and Transportation Officials
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
ASTM	American Society of Testing and Materials
AWG	American (or Brown and Sharpe) Wire Gauge
AWS	American Welding Society
AWWA	American Water Works Association
C.	degrees Centigrade
cu. ft.	cubic foot (feet)
cu. in.	cubic inch(es)
C.Y.	cubic yard(s)
USEPA (EPA)	United States Environmental Protection Agency
F.	degrees Fahrenheit
ft.	foot (feet)
gpm	gallons per minute
in.	inch(es)
lb.	pound(s)
NJAC	New Jersey Administrative Code
NJDEP (DEP)	New Jersey Department of Environmental Protection
NJSA	New Jersey Statutes Annotated
No.	number
OSHA	Occupational Safety and Health Administration
psi	pounds per square inch
psf	pounds per square foot
rpm	revolutions per minute
sq. ft.	square foot(feet)
sq. in.	square inch(es)
USGS	United States Geodetic Survey

2.0 REFERENCE SPECIFICATIONS AND STANDARDS:

2.1 Standard specifications, such as those published by ASTM, ACI, NEMA, ANSI, and others that are referenced herein shall be the latest revisions thereof and shall include all amendments and revisions that are in effect on the date bids are received unless otherwise specified.

2.2 Reference to New Jersey Department of Transportation(NJDOTSS) shall refer to Standard Specifications for Road and Bridge Construction (dated 2007)

END OF SECTION 01070

SECTION 01200

PROJECT MEETINGS AND CORRESPONDENCE

1.0 MEETINGS:

- 1.1 Project meetings shall be scheduled weekly to discuss the progress and prosecution of the Work. The meetings will be held at the time and place designated by the Project Representative. The Project Representative will prepare minutes of these meetings. The Contractor shall be provided a copy of the minutes for his records. Meeting minutes shall be read and accepted, either as read or as amended, at the following meeting.
- 1.2 The Contractor or the NJMC may request additional meetings when they believe such are necessary. A minimum of forty-eight (48) hours notice shall be given, though each request will be treated on an individual basis.

2.0 CORRESPONDENCE:

- 2.1 Any request in writing by the NJMC to the Contractor must be answered in writing, in sufficient detail and within a reasonable period of time, by the Contractor.

3.0 PAYMENT:

- 3.1 Payment for the above work shall not be made under any specific item. The Contractor shall include all costs for the above work in the bid prices for the various items scheduled in the Bid Forms.

END OF SECTION 01200

SECTION 01340

SUBMITTALS AND SAMPLES

1.0 GENERAL:

- 1.1 All equipment and materials to be incorporated in the Work shall be submitted to the Project Representative for review and acceptance. No equipment or materials shall be processed, fabricated, or delivered to the site without the prior review of submittals and/or samples; and acceptance of same by the Project Representative, except at the sole risk of the Contractor. The Contractor shall be responsible for prompt submission of all submittals and samples to insure there will be no delay to the Work. All material must have certifications that they meet the requirements of the Contract Specifications and Drawings.

2.0 SUBMITTALS:

- 2.1 All submittals shall be properly referenced to clearly indicate the Contract number, the particular Specification Section, and the Work location, service, and function of each particular item. Inadequate or improperly identified submittals shall be returned to the Contractor without the Project Representative's review.
- 2.2 Each submittal by the Contractor shall have his signature indicating approval of the information contained therein. By approving and submitting the information to the Project Representative, the Contractor represents that he has determined and verified all field measurements, quantities, dimensions, field construction criteria, materials, catalog numbers, and other related data; and that he has reviewed and coordinated each submittal and submittal item with any related approved submittals and the Contract Documents. Any fabrication, erection, setting of equipment, or other work performed in advance of the receipt by the Contractor of submittal(s) returned by the Project Representative and noted as "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED", shall be entirely at the Contractor's own risk. The Contractor is not required to resubmit submittals returned by the Project Representative noted "MAKE CORRECTIONS NOTED". However, the Contractor shall be responsible for making the noted corrections, unless a resubmittal is made.
- 2.3 The notation "NO EXCEPTIONS TAKEN" of a separate item shall not indicate acceptance of the assembly in which the separate item is included. Where manufacturers' publications (in the form of catalogs, pamphlets, or other data sheets) are submitted in lieu of prepared Shop Drawings; such submittals shall specifically indicate the item for which a review is requested. Identification of items shall be made in ink; and sufficient space on the submittals shall be provided for review stamps and comments.
- 2.4 Submittals, and any resubmittals, shall be designated in the following manner:

- A. Each original submittal shall be identified by the Contract Number, the applicable Specification Section Number, and the applicable Article Number(s).
 - B. The first resubmittal shall have the letter "A" added to the above number. All items changed shall be noted in a revision box under "A" and dated, or marked with an "A" at the changed area.
 - C. Subsequent resubmittals shall be noted as above with the letters "B", "C", "D", etc., as necessary.
 - D. A revision box shall be included on all drawings detailing where the changes have been made. All changes shall be referenced as noted in "B." above.
- 2.5 Sufficient sets of all submittals shall be submitted to the Project Representative by the Contractor. The Project Representative will retain two sets. The other sets will be returned to the Contractor.
- 2.6 All submittals shall be either 8-1/2" by 11", 11" by 17", or 24" by 36", in size.
- 2.7 The Contractor agrees that submittals processed by the Project Representative are not Change Orders; that the purpose of submittals by the Contractor is to demonstrate to the Project Representative that the Contractor understands the design concept. The Contractor demonstrates his understanding by indicating which equipment and material he intends to furnish and install, and by detailing the fabrication and installation methods he intends to use. The Contractor further agrees that if deviations, discrepancies, or conflicts occur between the submittals and the Contract Documents that were not identified in accordance with paragraph 2.7 herein, the Contract Documents shall control and shall be followed at no extra cost.
- 2.8 If the submittals contain any deviations from the Contract Documents, the deviations must be specifically mentioned in the Contractor's submission and letter of transmittal. The Contractor is fully responsible for all required changes to the Work resulting from the deviations. Where such deviations require revisions to layouts or structural changes in the specified Work, the Contractor shall, at his own expense, prepare and submit a revised layout drawing for review. Revision drawings shall include design calculations prepared, signed, and sealed by a licensed New Jersey Professional Engineer/Land Surveyor as needed. Such drawings shall be the same size as the Contract Drawings. The Contractor will not be relieved of his responsibilities for any deviations from the Contract Documents, unless the Project Representative has given written concurrence to the specific deviations. Concurrence by the Project Representative shall not relieve the Contractor from his responsibility for errors and omissions in the submittals.
- 2.9 The Project Representative will review and comment on submittals with reasonable promptness provided the submissions are complete. The Project Representative's review shall only be for conformance with design concepts of the Project and for compliance with the information given in the Contract Documents. It shall not extend

to means, methods, sequences, techniques, and procedures of construction, or to safety precautions or programs incident thereto. The Project Representative's review shall be confined to general arrangements in compliance with the Contract Documents, and will not be for the purpose of checking dimensions, weights, interferences, clearances, tolerances, or fittings; or coordination of trades.

3.0 SAMPLES:

- 3.1 Where required by the Contract Documents, the Contractor shall submit samples of materials to demonstrate that the materials conform to the Contract Documents. Such samples shall be furnished, taken, stored, packed, and shipped as directed, at the expense of the Contractor. Samples shall be packed to reach their destination in good condition.
- 3.2 Each sample shall be identified by the Contract Number, the applicable Specification Section Number, and the applicable Article Number(s).
- 3.3 To ensure consideration of the samples, the Contractor shall give the Project Representative prior notice by letter that the samples have been shipped, and shall describe the samples in the letter. In no case shall the notification letter be enclosed with the sample.

4.0 PAYMENT:

- 4.1 Payment for the above work shall not be made under any specific item. The Contractor shall include all costs for the above work in the bid prices for the various items scheduled in the Bid Forms.

END OF SECTION 01340

SECTION 01500

TEMPORARY CONTROLS

1.0 TRAFFIC CONTROL:

- 1.1 The Contractor shall maintain traffic and protect persons and property within the limits of the Contract from any harm, for the duration of the Contract. Traffic shall be maintained by signs, delineations, or other methods so a person who has no knowledge of conditions can safely, and with a minimum of discomfort and inconvenience, drive or walk over any portion of the Contract area where traffic is to be maintained.
- 1.2 Any restriction or diversion of traffic at any time shall be subject to review by the Project Representative.
- 1.3 Review by the Project Representative of the Contractor's traffic control system shall in no way relieve the Contractor from his full responsibility for the maintenance and protection of traffic.
- 1.4 The Contractor shall allow access for emergency vehicles at all times to all areas in which he is working.
- 1.5 The Contractor shall provide a safe means of access for pedestrian and vehicular traffic, to all roadways and occupied buildings affected by the Work. Access means shall be subject to the approval of the Project Representative.
- 1.6 Except as necessary during actual working hours (and then only with the specific approval of the Project Representative), the Contractor shall not occupy any public area with his equipment, materials, or personnel within or adjacent to the Project.
- 1.7 No equipment or machinery having caterpillar or other heavy treads (that can mar or damage pavements) shall be permitted to move over or operate from existing pavements unless it is moved on suitable pontoons or trailers. Any damage to existing pavements caused by the Contractor's operations shall be repaired by the Contractor at his own expense, or the repairs will be made by others and the cost for same will be charged to the Contractor.
- 1.8 The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

2.0 BARRICADES AND GUARDRAILS:

- 2.1 The Contractor shall adequately barricade all excavations and obstructions, and any other hazards to traffic flow as required by all applicable codes and laws, to provide safe conditions satisfactory to the Project Representative.

3.0 PERMITS AND LIABILITY

- 3.1 The Contractor is responsible for obtaining all permits, if required, from appropriate utilities prior to commencement of work. The Contractor shall coordinate work per the town requirements and shall prepare a maintenance and protection of traffic plan if so required by same. Review Specific Project Requirements for additional permit information.
- 3.2 The Contractor shall comply with all laws or ordinances applicable to the work under this Contract. The Contractor shall coordinate with the town Police Department prior to initiating haul routes. All service charges and permits shall be obtained at the Contractor's own expense.
- 3.3 The Contractor shall cooperate in every respect with other agencies of the state, town, and private agencies engaged in construction work in the vicinity. Lighting and other methods of protection shall be changed from time to time as conditions change and as ordered by the Project Representative.
- 3.4 Any method or clause under this section is intended to be the minimum requirement. The Contractor shall provide any other facilities that may be required.
- 3.5 The Contractor agrees to assume all responsibility for damage to persons or property that may accrue during the prosecution of the work, due to negligence of the Contractor, the Contractor's agents or employees, in failing to comply with the requirements of the specifications or other necessary precautions for the protection and safety of traffic.
- 3.6 The Contractor shall have no claim against the town, county, state or NJMC for the extension of the time of completion of this contract nor for damages due to delay, inconvenience or expense caused by the provisions of this section.

4.0 RESTORATION AND CLEAN-UP

- 4.1 Upon completion of the Contract, all signs, barricades, and temporary controls shall be removed from the Project Site and shall become the property of the Contractor. The Contractor shall remove damaged, excess, and waste materials from the Project Site and dispose of the materials properly.

5.0 SITE SECURITY

- 5.1 The Contractor shall provide adequate security at the site, to protect work and materials, and to prevent un-authorized personnel from entering the site throughout the duration of the Project. This may include nighttime and weekend watchmen if necessary, temporary site lighting, and installing perimeter fencing and gates. All costs in connection with the providing of the site security shall be borne by the contractor.

6.0 PAYMENT:

- 6.1 Separate payment will not be made for the work of this Section. The cost shall be included in the prices bid for the various items of work scheduled in the Bid.

END OF SECTION 01500

SECTION 01600

EQUIPMENT AND MATERIALS

1.0 TRANSPORTATION AND HANDLING:

- 1.1 The Contractor shall be responsible to insure that all equipment and materials are delivered to the project site in good condition. The Contractor shall coordinate with his suppliers to insure that deliveries are made in a timely manner and do not delay the Work.
- 1.2 The Contractor shall take whatever measures are necessary to provide for the proper handling of all equipment and materials.

2.0 STORAGE AND PROTECTION:

- 2.1 The Contractor expressly agrees that he is responsible for the following as part of the Work:
 - A. Taking every precaution against injuries to persons or damage to property.
 - B. Storing his equipment, materials, and supplies in an orderly fashion at the site, so as not to interfere with the progress of the Work, or the work of others.
 - C. Maintaining the site in a neat, orderly, and workmanlike manner at all times.
 - D. Removing all surplus materials, temporary structures, and debris of any nature resulting from his operations before final payment.
 - E. Placing upon the site, or any part thereof, only such loads as are consistent with the safety of that portion of the site.
- 2.2 The Contractor shall insure that all materials shall be stored to cause the least inconvenience to the mall and store operations and the public. All fire hydrants shall be kept free and unobstructed at all times. Water and gas shutoff boxes, and underground power and telephone manholes shall not be covered or otherwise obstructed.
- 2.3 It shall be understood that the responsibility for the protection and safekeeping of all equipment and materials on or near the site shall be entirely that of the Contractor, and no claim shall be made against the NJMC or Hartz Mountain Industries because of an act by an employee or a trespasser.
- 2.4 During adverse weather, the Contractor shall take all necessary precautions to properly prosecute the Work. When necessary, protection shall be provided by use of tarpaulins, temporary structures, and/or other approved means.

- 2.5 The performance of the Work may be suspended at any time when, in the judgment of the Project Representative, the conditions are unsuitable, or the necessary precautions are not being taken.

3.0 CLEANING:

- 3.1 Before final acceptance by the NJMC, the Contractor shall remove from the site all equipment, temporary work, unused and useless materials and rubbish. The Contractor shall repair or replace in an acceptable manner all private and/or public property which may have been damaged or destroyed because of the prosecution of the Work, and shall fill all depressions and water pockets on the property caused by his operations. The Contractor shall clean all drains and ditches within and adjacent to the site, which have been obstructed by his operations, and shall leave the site and adjacent properties in a neat and presentable condition.

4.0 PAYMENT:

- 4.1 Separate payment will not be made for the work of this Section. The cost shall be included in the prices bid for the various items of work scheduled in the Bid.

END OF SECTION 01600

SECTION 01720

PROJECT RECORD DOCUMENTS

1.0 PROJECT RECORD DOCUMENTS:

- 1.1 The purpose of the Project Record Documents is to record the actual location of the Work in place and to record changes in the Work.
- 1.2 In addition to the sets of Contract Documents that are required by the Contractor to perform the Work, Contractor shall maintain, at the Site, 1 copy of all Drawings, Specifications, and Addenda, that are part of the Contract as awarded, and also Change Orders, Modifications, approved Shop Drawings, and other approved changes. Each of these documents shall be clearly marked "Project Record Copy" as indicated below, maintained in a clean and neat condition available at all times for inspection by the Project Representative and shall not be used for any other purpose during the progress of the Work.
- A. Each record copy shall bear the legend "PROJECT RECORD COPY" in heavy block lettering, 1/4" high and contain the following data:

PROJECT RECORD COPY

Contractor's Name _____
Contractor's Address _____
Made by _____ Date _____
Checked by _____ Date _____

- B. Where possible, changes from the Contract as awarded Documents shall be conspicuously encircled.
- 1.3 Project Record Requirements
- A. The Contractor shall mark-up the "Project Record Documents" to show:
- a. Approved changes in the Work.
 - b. Details not shown in the original Contract Documents.
 - c. All relocations of Work.
 - e. All changes in dimensions.
- B. As applicable for the project, such information shall include, but shall not be limited to:
- a. All approved structural changes.
 - b. All approved substitutions.
 - c. Elevations and locations of all features referenced to permanent above-ground structures or monuments.
 - d. All approved Change Orders.

- 1.4 Contractor shall keep the Project Record Documents up-to-date from day to day as the Work progresses. Appropriate documents shall be updated promptly and accurately; no Work shall be permanently concealed until all required information has been recorded.
- 1.5 Each month these record drawings will be examined by the Project Representative prior to recommending the approval of the partial payment request to ascertain that the record prints reflect the changes to date.
- 1.6 Record Shop Drawings: If installed equipment is at variance with the respective approved Shop Drawings, Contractor shall furnish to the Project Representative revised Shop Drawings indicating the actual completed installation.
- 1.7 As-Built Drawings: At the conclusion of the job, the Contractor shall transfer all the changes appearing on the Record Document Prints to the as-built drawings. The as-built drawings shall be completed in accordance with SURVEYING SECTION. The title block for the as-built drawings shall include the name of Contractor.
- 1.8 Shop Drawings for Permanent Records - In addition to the drawings required as above mentioned, Contractor shall submit a list of all approved Shop Drawings of the Work as installed. From this list the Project Representative will select the drawings desired for permanent records. Contractor shall furnish these in a bound set to the Project Representative.
- 1.9 The Project Record Documents shall be submitted by Contractor to the Project Representative when all the Work is completed and shall be approved by the Project Representative before Contractor may request final payment.
- 1.10 Final payment shall be contingent on completion of the above listed requirements in this Section.

2.0 PAYMENT:

- 2.1 Separate payment will not be made for the work of this Section. The cost shall be included in the prices bid for the various items of work scheduled in the Bid.

END OF SECTION 01720

SECTION 01740

GUARANTEES, WARRANTIES & BONDS

1.0 CONTRACTOR'S GUARANTEE:

1.1 The Contractor shall furnish a written guarantee in the following form:

"GUARANTEE"

PROJECT_____

CONTRACT NO._____

The Contractor hereby guarantees that the Work specified for the aforesaid Contract will be free from defects of material and workmanship for a period as specified in SECTION 800 SPECIFIC PROJECT REQUIREMENTS.

The Contractor also guarantees that it will repair or replace, whichever may be deemed necessary by the Project Representative, all defective material or workmanship of the Work that may appear within the guarantee period, to the satisfaction of the Project Representative and without any cost or expense to the Project Representative.

Contractor

By_____

Date_____

Sworn to me before this

_____ day of_____, 20__

_____ Notary Public

1.2 Scheduling of corrective Work will be determined by the Project Representative. Work required to correct defective material or workmanship during the guarantee periods shall be done by the Contractor without cost to the NJMC.

1.3 Should the Contractor fail to remedy defects immediately, the Project Representative may furnish such materials and labor as are necessary to bring the Work to the standard called for and the Contractor shall reimburse the Project Representative in full immediately.

2.0 WARRANTIES AND GUARANTEES (OTHER THAN CONTRACTOR'S):

- 2.1 Warranties and guarantees as specified in the respective Sections for products and systems shall be in addition to the Contractor's guarantee, and shall be for such periods and with such conditions as stipulated.

3.0 BONDS:

- 3.1 The Contractor shall provide bonds as stipulated in SPECIFIC PROJECT REQUIREMENTS.

4.0 PAYMENT:

- 4.1 Separate payment will not be made for the work of this Section. The cost shall be included in the prices bid for the various items of work scheduled in the Bid.

END OF SECTION 01740

Contract LA 14-02

Mill Creek Marsh Trail Renovation
Sandy Recovery Project

TECHNICAL SPECIFICATIONS

Division of Site Construction

01500 Mobilization

02200 Site Work

02230 Surveying

02232 Fences & Gates

02330 Trail Construction

02332 Stone /Rip-Rap

02500 Vinyl Sheet Piling

01500
MOBILIZATION

1.0 General

The work of this section shall consist of all labor, materials and equipment required for project mobilization and demobilization necessary for the movement of personnel, equipment, supplies, and incidentals to the project site. This includes the cost of required insurance and bonds and/or any other expenses required for the initiation of the Contract.

The Contractor shall furnish and set up all general facilities required by county, state or federal laws, regulations or codes. The determination of the adequacy of the Contractor's facilities, except as required by law, shall be made by the Contractor.

2.0 Materials

Any and all other materials, not part of the completed work, but necessary to construction shall be at the Contractor's discretion, except that they shall conform to all pertinent county, state, and federal laws, regulations and codes.

3.0 Construction

Prior to any excavation, the Contractor shall contact the New Jersey One Call Number (1-800-272-1000) initiate mark-out of all utilities in the project area. The Contractor shall provide proof of "One-Call" notification to the Project Representative.

All work under this section shall be done in safe and workman-like manner, and shall conform to all pertinent county, state or federal laws, regulations or codes. Good housekeeping shall be consistently maintained.

4.0 Payment

The price shall be payment in full for supplying all materials, equipment, labor and any incidental items necessary to perform the work described in this section. Payment will be made under:

PAY ITEM #1
Mobilization

PAY UNIT
Lump Sum

END OF SECTION 01500

02200
SITE WORK

1.0 General

The work of this section shall include all labor, materials, and equipment required for site preparation, site access/storage area, security measures and site restoration/clean-up. The work shall include:

- A. Site Preparation/Vegetative Clearing: Whenever possible, Contractor shall not disturb the existing plantings along the trail. Clearing shall consist of the cutting, removing and disposal of plants.
- B. Site Access/Storage Area Set-Up: See Drawing and Section 00800 Specific Project Requirement for Site Access and Storage Area requirements.
- C. Fencing and Gates for Security Measures: See Section 00800 Specific Project Requirements for Security Measures.

2.0 Clearing

Contractor shall take reasonable precautions to prevent damage to all remaining plants during construction operations. Only plants which obstruct access and trail construction shall be allowed to be removed. All plants to be removed shall be flagged by the Contractor for inspection and approval by the Project Representative. No plants shall be removed unless approved by the Project Representative.

Disposal of all debris will be available at no charge at the NJMC's Keegan Landfill in Kearny, NJ. Dump tickets will be provided by the Project Representative.

3.0 Site Access/Storage Area:

To facilitate access to the work site, Contractor shall remove the existing concrete paver walkway and pedestrian steel gate and fencing. Contractor shall store these materials on site and reinstall at the end of the contract per the manufacturers recommendation or as directed by the Project Representative. If any items are damaged or missing, Contractor will replace in-kind. A crushed stone tracking pad will be installed for the duration of the contract. Contractor to remove and restore the area to per-contract conditions to the satisfaction of the Project Representative. Contractor cannot store material outside the storage area. The storage area shall be organized and maintained in a safe and workman-like manner. Contractor shall sweep the adjacent roadway daily.

4.0 Fencing/Gates:

Mill Creek Marsh Trail will be closed to the public for the duration of the contract. The Contractor shall provide adequate security such as fencing and gates at the site and storage area, to protect work and materials. The Contractor shall also erect and maintain all necessary fencing and signage to prevent un-authorized personnel from entering the work site throughout the duration of the Project.

5.0 Clean-Up/Site Restoration

- A. The Contractor shall be responsible for the repair of any damage to the storage area and existing trails to the satisfaction of the Project Representative including but not limited to hot asphalt patching of parking area, resetting of existing concrete paver walkway, concrete curb repair, repair and top dressing of trails. Contractor shall also re-stripe the parking area stalls impacted by the storage area at the end of the contract.
- B. Contractor shall remove all temporary safety and control devices, all debris, and all excess materials from the site.
- C. Contractor shall thoroughly scarify all lawn areas where soil has been compacted by construction equipment, stockpiles, and stored materials to a minimum depth of 4". Ruts shall be loosened, backfilled with high quality topsoil, and hand tamped before general grading of the disturbed areas.
- D. No equipment shall be allowed on restoration areas after grading is complete.

5.0 Payment

The price shall be payment in full for supplying all materials, equipment, labor and any incidental items necessary to perform the work described in this section. Payment will be made under:

PAY ITEM #1
Mobilization

PAY UNIT
Lump Sum

END SECTION 02200

02230
SURVEYING

1.0 General

The work of this section shall include all labor, materials and equipment required for all necessary field layout, record drawing and as built drawings for the project.

1.1 Quality Control

A. All survey work shall be performed by a land surveyor licensed in the State of New Jersey. All drawings shall be signed and sealed by the licensed surveyor responsible for the work.

B. The survey work shall be tied into the New Jersey Plane Coordinate System.

C. Contractor shall use the bolt elevations located on the Drawings for establishing trail elevations.

1.2 Field Layout

A. Establish and set a starting point at 0+00, at each of the trail sections, and at the beginning and end points for all sheet pilings, as shown on the drawings.

B. The layout shall not be based on straight lines between the coordinates. The layout shall include curves in the trail alignment as shown on the drawings. Modification of the trail alignment due to field conditions may be necessary, but any modification must be made with approval of the Project Representative.

C. Contractor shall not begin work operations until the Project Representative has inspected and approved the field layout. Submit final lay-out plan for approval.

D. Work may commence after the Project Representative has approved the layout. In no case shall the contractor fill beyond the indicated limits without prior written approval of the Project Representative.

1.3 Record Drawings

A. Contractor shall maintain in a safe place on-site one copy of all Contract Documents, and one set of Contract Drawings which shall be used as record drawings. The record drawings shall be annotated as the work progresses, and shall show the locations of the traverse lines, the locations and elevations of the trail, locations of the culverts, and sufficient other information to verify that the construction conforms to the Contract Documents.

B. The record drawings shall be annotated as construction proceeds, and used to verify progress payments. Progress payments will not be made until the Project Representative has reviewed the record drawings for the portions of the work being requested in the progress payment. The record drawings shall be submitted to the Project Representative at the end of the project and shall become the property of the owner.

1.4 As-Built Drawings:

At completion of the work, but prior to final acceptance of the work, submit 1 copy of the as-built topographic survey showing all of the as-constructed information for review. After approval, submit 3 signed copies prints, and a digital copy in AutoCAD 2014. The drawings shall be submitted as .dwg files (either by email or on a disk). As-Built shall be drawn to the same scale as the contract drawings.

1.5 Submittals

A. Upon completion of the As-Built drawings, two copies shall be submitted to the Project Representative for review. After revising the drawings in accordance with the Project Representative's comments, Contractor shall submit the Cad files and three (3) signed and sealed sets of prints.

2.0 Payment

The price shall be payment in full for supplying all materials, equipment, labor and any incidental items necessary to perform the work described in this section. Payment will be made under:

PAY ITEM #1
Mobilization

PAY UNIT
Lump Sum

.

END OF SECTION 02230

02330
TRAIL CONSTRUCTION

1.0 General

The work of this section shall include all labor, material and equipment required to complete the construction of the trail as shown on the drawings and as staked in the field.

2.0 Materials

A. Trail Fill (3" RCA): Gradation shall be:

<u>SCREEN SIZE</u>	<u>PERCENT PASSING</u>
3"	100%
2.5"	85%
2"	50%
1.5"	15%
0.75"	5%
<0.5	0%

Fill material shall be as provided by Tilcon, 411 Bergen Ave, Kearny, NJ 07032, (201) 997-0220, or approved equal.

B. Trail Setting Bed (¾" RCA): Gradation shall be:

<u>SCREEN SIZE</u>	<u>PERCENT PASSING</u>
¾"	100%
3/8"	80-90%
#4	70-85%
#16	55-65%
#50	35-45%
#200	0-5

Setting bed material shall be as provided by Tilcon, 411 Bergen Ave, Kearny, NJ, (201) 997-0220, or approved equal.

C. Trail Top Course (Red Argillite Screenings): Gradation shall be:

<u>SCREEN SIZE</u>	<u>PERCENT PASSING</u>
3/8"	100%
#4	75-100%

Top Course material shall be as supplied by Schofield Stone, 831 E. Main Street Bridgewater, NJ, 800-827-6257, or approved equal.

3.0 Construction

- A. Unless otherwise specified, all material for trail construction shall be placed in loose lifts of not more than 8" thickness and shall be compacted by suitable compaction equipment to a minimum of 95% of maximum density as determined by the Standard Proctor Method ASTM D698. Moisture content shall be in the range of -1% to +3% of optimum moisture content.
- B. Contractor shall not commence trail construction until such work specified under Section 02200 Site Preparation has been completed to the satisfaction of the Project Representative.
- C. All fill shall be construction-staked to final elevations as shown on the drawings. All staking must be approved by the Project Representative prior to the start of filling operations. The trail shall be brought to staked elevations using the specified materials and graded to a tolerance of +0.1 to -0.1 ft.
- D. All existing culverts shall be protected from damage and shall remain operational.
- E. Should settlement occur during the construction of the trail and prior to acceptance of the work, additional material shall be placed and trimmed to achieve final grade by the Contractor at its own expense.

4.0 Payment

The price shall be payment in full for supplying all materials, equipment, labor and any incidental items necessary to perform the work described in this section. Payment will be made under:

PAY ITEM #2, #4, #5, #6, #7, #8, # 9
Trail Construction

PAY UNIT
Lump Sum

END SECTION 02330

02400
STONE / RIP-RAP

1.0 General

This work of this section shall include all labor, materials and equipment required for the furnishing and placement of stone curb armoring along trail and rip-rap as protective measures for the water control structures as indicated on the drawings, or as directed by the Project Representative.

2.0 Materials

A. Stone shall be sound, durable, quarried rock free from laminations, weak cleavages, cracks, seams, undesirable weathering and other defect. It shall be of such quality and character that it will not disintegrate from exposure to water or weathering.

B. All stone shall be well-graded and compact in shape with the greatest dimension of any individual rock no greater than three (3) times its least dimension.

C. Stone shall have the following gradation:

Stone Curb & Rip-Rap Armoring: Mix of (1/3) D50 4" - 9" stone and (2/3) D50 16" hammer stone

Contractor shall mock-up a 4 LF sample of the curbing for approval by the project representative before start of work. If approved, sample can remain in place.

Water Control Structure Rip-Rap: D50 4"-9" stone

The color of the stone shall be gray with gray/blue hues or other acceptable colors approved by the Project Representative.

Broken concrete, asphalt pavement and rounded stones shall not be acceptable.

3.0 Construction

3.1 Subgrade:

Contractor to excavate and prepare stable subgrade where stone shall be placed.

3.2 Stone Placement

A. Stone shall be placed by equipment capable of controlling the drop of the stone. Dropping of stones in the vicinity of the culverts will not be permitted. The maximum drop of the stone shall be 2 feet in other areas.

B. Placement will be in such a manner that the smaller stones will be uniformly distributed throughout the mass. Sufficient hand work shall be done to provide a neat and uniform surface, with the depth being uniform and as specified herein and shown on the drawings.

C. The top of the stone curb shall be approximately 6" above the finished grade of the trail. The top of the stone curb may not vary more than 3" at any point unless otherwise specified or as determined by the Project Representative.

D. Test data. At least 15 days prior to delivery of stone, the contractor shall designate in writing the source from which he intends to obtain the stone and information to satisfy that the material meets the requirements of the contract. As a minimum, the information shall consist of the gradation, specific gravity and places where the rock has been used in the past. This data shall be signed by the Contractor and must be approved, in writing, by the Project Representative prior to any use.

4.0 Payment

The price shall be payment in full for supplying all materials, equipment, labor and any incidental items necessary to perform the work described in this section. Payment will be made under:

PAY ITEM #3 Stone Curb Armoring Construction

PAY UNIT

Unit Price per LF

OR

PAY ITEM

#4, #5, #7, #8, #9 Trail Construction

Lump Sum

END SECTION 02400

02500
VINYL SHEET PILING

1.0 General.

The work of this section shall include all labor, material and installation required to complete the construction of the vinyl sheet piles as shown on the drawings and specified herein.

Quality Assurance

- A. Provide sheet piling as a complete system produced by a single manufacturer, including necessary erection accessories, fittings, and fastenings.
- B. Installer's Qualifications: The firm performing the Work of this Section shall have been regularly engaged in pile work for a period of not less than 5 years and shall be properly equipped to execute the Work. If requested by the Project Representative, furnish a list of projects of a similar type and magnitude executed by the firm.
- C. Driving Equipment: Driving equipment shall match the selected sheet piling system and conform to the sheet piling manufacturer's specifications.

Submittals

- A. Shop Drawings: Contractor shall submit sheet piling system including sheet pile material, accessories, and sizing along with signed engineering calculations to indicate adequacy of sheet piling system for the application.
- B. Product Data: Manufacturer's catalog cuts, with printed specifications, and installation instructions.
- C. Samples: One sq. ft. minimum of sheet pile section if requested by Project Representative.

2.0 Materials

A. Sheet Piles

PVC/Synthetic Piles: Size and weight to meet the service requirements as shown on the Drawings and in this specification.

Vertical sheet pile edges to incorporate a locking joint to resist separation and decrease seepage.


A complete PVC/synthetic sheet pile system shall be installed.

Sheet piling shall be manufactured by the following entity **or approved equal**, with proven experience, quality control, availability, production capability, and unencumbered by licensing and patent restrictions:

Crane Materials International, CMI - 770-933-8166

Product: International Shoreguard Section SG-325 (Clay Color) or approved equal.

Physical Characteristics: Sheet piles supplied for the project shall meet or exceed all required physical characteristics as defined below:

Allowable Moment (M)	2,960 ft-lb/ft	13.17 kN-m/m
Section Modulus (Z)	11.1 in ³ /ft	597 cm ³ /m
Moment of Inertia (I)	39 in ⁴ /ft	5,326 cm ⁴ /m
Impact Strength	13,750 in-lbs/in ²	2,406 N-mm/mm ²
Thickness (t)	0.250 in	6.4 mm
Section Depth	7.0 in	178 mm
Section Width	24 in	610 mm
Material	Weatherable Rigid Vinyl	
Standard Colors	 Clay	
Technology	Box Profile, I-Beam Lock, XCR™	
Standard Packaging	20 sheets/bundle	

All sheet piling shall be manufactured entirely from a rigid, high impact, UV-inhibited, weatherable vinyl compound. All exposed surfaces of the sheet piling shall be UV resistant, and comprised of virgin material with a minimum ASTM D4216 Cell Classification of 1-42443-33 to ensure reliable performance and color consistency. If mono-extrusion technology is used, the entire sheet pile must be comprised of virgin material with a minimum ASTM D4216 Cell Classification of 1-42443-33.

Locking System

All male interlocks must incorporate I-Beam Lock reinforcement to resist lock separation and decrease seepage.

Surface Finish/ Appearance

The sheet piling color will be clay. Color samples to be approved by the Project Representative.

B. Approved Equals

Alternate products or manufacturers may be used, provided they have products in service for applications similar in scope and function to this project that meet or exceed all the performance requirements of this specification.

Alternate manufacturers shall provide no less than five (5) references for projects similar in scope and function and which have been in service for no less than one (1) year, which shall include the following:

Detailed project description & location

Completion Date

Name and address of owner

3.0 - Execution

A. Preparation

Verification of Conditions: Verify site conditions will support driving equipment.

Notify the Project Representative of intent to drive sheet piles at least 5 working days before scheduled start of sheet pile driving.

Provide temporary site improvements, as necessary to protect property and safely perform the Work.

B. Installation

Drive each sheet pile continuously from the time it is started until it is completed unless unusual occurrences are encountered during driving.

Avoid damaging sheet piles by over driving. Contractor shall furnish manufacturer's driving mandrel.

If sheet piles are forced up by the driving of adjacent sheet piles, or by any other cause, drive them down again as directed and without additional cost to the Owner.

Contractor to furnish sufficient sheet pile length to meet required finish elevation if adjacent sheet pile installation causes prior sheet pile to drift downward.

Obstructions: If obstructions are encountered in the driving operation which cannot be displaced, break up or remove the obstructions to permit the unobstructed passage of the sheet pile. If necessary, partially withdraw such a sheet pile or remove it entirely as necessary to clear the obstruction and protect the sheet pile from damage.

Splices: Splices are not allowed.

Tolerances:

1. Variation from Plan Location: Inside face of sheet pile at cutoff elevation shall be not more than 2 inches from its designed position.
2. Variation from Vertical: Sheet pile shall be not more than 2 degrees from the vertical.
3. Variation from Cutoff Elevation: Top of sheet pile shall be not more than 1 inch from its designed cutoff elevation.

C. Field Quality Control

Driving Records: Obtain and record the data on the Driving Records and submit to Project Representative.

D. Removing Materials

Remove from site property cutoff lengths of sheet piles and excess piles.

4.0 Payment

The price for installation shall be payment in full for supplying all materials, equipment, labor and any incidental items necessary to perform the work described in this section. Payment will be made under:

PAY ITEM #4, #5, #6, #7, #8 and #9
Trail Construction

PAY UNIT
Lump Sum

END SECTION 02500

Contract LA 14-02
Mill Creek Marsh Trail Renovation
Sandy Recovery Project

APPENDIX FORMS

TO BE SUBMITTED BY CONTRACTOR AND ALL SUBCONTRACTORS

#1 NJ Division of Labor - Public Works Contractor Registration

TO BE SUBMITTED BY SUCCESSFUL BIDDER

#2 Public Law 2005, Chapter 51 & 271/ Executive Order 117 Forms

#3 Division of Purchase and Property Ownership Disclosure & McBride Principles Forms

#4 Affirmative Action Initial Workforce Report Form - AA 201
Affirmative Action Monthly Workforce Report Forms - AA 202

#5 NJ Division of Revenue - Business Registration Certificate for Contractor and all Subcontractors prior to contract award

DIRECTIONS

#6 Directions: Mill Creek Marsh & Keegan Landfill

#1

Public Works Contractor Registration

To be submitted by contractor and all subcontractors



State of New Jersey
Department of Labor and Workforce Development
Division of Wage and Hour Compliance
PO Box 389
Trenton, New Jersey 08625-0389

Instructions for Completing the Application for Public Works Contractor Registration

The Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48, et seq.) requires all contractors, subcontractors, or lower tier subcontractors (*including subcontractors listed in bid proposals*) who bid on or engage in the performance of any public work to register with the Department of Labor and Workforce Development. The Contractor Registration Certificate is issued to both the company (*the business name listed in question #1*) and its responsible representatives (*the individuals listed in question #9*).

All applications must be accompanied by a check or money order made payable to the *Commissioner of Labor and Workforce Development*. Mail the application, check, and any other required documentation or forms to the Division of Wage and Hour Compliance (mailing address is on the back of this form).

Please allow 30 calendar days for processing the contractor registration certificate.

Type of Application and Certificate Number:

Check appropriate box for new or renewal registration. If renewal, indicate current certificate number.

- New or One-Year Renewal – Fee is \$300 and non-refundable.
- Two-Year Renewal – A two-year renewal is available only to employers who have been continuously registered for the past two consecutive years with no violations. Fee is \$500 and non-refundable.

Questions 1 – 9:

1. Type or print legibly the legal name of business used to contract/subcontract public works projects. If more than one business entity name is party to contracts, separate registrations are required.
2. Enter corporate name if different than item #1.
3. Enter the firm's street address, city, state, ZIP code, and county.
4. Enter the firm's mailing address if different than item #3.
5. Enter telephone number, fax number, and e-mail.
6. Enter Federal Employer Identification Number (FEIN). If no FEIN assigned, enter Social Security Number of owner.
7. Check the type of business. If business is a corporation, enter the date of incorporation, the State of incorporation, and the New Jersey Business/Corp. Number. Enter the number of employees (at time of application).

If you are a new out-of-state applicant and plan to keep your payroll/business records outside of New Jersey, you must complete a Request for Permission to Maintain Payroll Records Outside of New Jersey (form MW-42). To get this form, go to www.nj.gov/labor and click on *Wage & Hour* then *Registration & Permits*, or call (609) 292-9464.

Out-of-state applicants must appoint a registered agent in New Jersey who will accept legal service in New Jersey. Provide the registered agent's name, street address, city, state, ZIP code, telephone number, fax number, and e-mail.

8. Enter Workers' Compensation carrier name, policy number, and effective dates (month, date and year).

Note: Sole proprietors and LLCs who do not have workers' compensation coverage must attach a notarized statement stating that the company is not incorporated and has no employees.

9. List **ALL** individuals who have an "interest" in the business listed in question #1 bidding or performing work on the public works project, whether as an owner, partner, managing member (*for LLC companies only*), corporate officer, principal, manager, employee, agent, consultant, or representative.

Enter each person's first name, last name, title, social security number, % of financial ownership in business (*if zero, so state*), telephone number, home address, city, state, and ZIP code. *Add additional sheets if necessary.*

If you are an individual/sole proprietor, provide your personal information.

Note: The names and titles of the individuals listed in question #9 will appear on the certificate of registration.

Pursuant to N.J.A.C. 12:60-7.2, "interest" is defined as follows:

"Interest" means an interest in the entity bidding or performing work on the public works project, whether as an owner, partner, officer, manager, employee, agent, consultant or representative. The term also includes, but is not limited to, all instances where the debarred contractor or subcontractor receives payments, whether cash or any other form of compensation, from any entity bidding or performing work on the public works project, or enters into any contracts or agreements with the entity bidding or performing work on the public works project for services performed, or to be performed, for contracts that have been or will be assigned or sublet, or for vehicles, tools, equipment or supplies that have been or will be sold, rented or leased during the period from the initiation of the debarment proceedings until the end of the term of the debarment period. "Interest," however, does not include shares held in a publicly traded corporation if the shares were not received as compensation after the initiation of debarment from an entity bidding or performing work on a public works project.

Questions 10 – 16:

Read each question carefully and give complete and accurate responses. Be sure to check Yes or No; do not use "N/A" or leave blank.

For question #10, be sure to disclose your association with other firms. For questions #13 and #14, be sure to disclose any prior history of any alleged violations of any State or Federal Labor Laws.

Failure to disclose associations with other firms or to disclose any prior history of alleged violations could lead to the denial or loss of your contractor registration!

Applicant Statement: Review the Applicant Statement. Sign and date the Statement, and print the name and title of the person signing the Statement.



Pursuant to N.J.A.C. 12:62-2.4(a), a contractor registration certificate may be denied, suspended, or revoked due to inaccurate information, misstatements, or omissions.



Return application & payment to:

NJ Dept. of Labor & Workforce Development
Division of Wage & Hour Compliance
PO Box 389
Trenton, NJ 08625-0389
Tel. (609) 292-9464
Fax (609) 633-8591

UPS & FedEx overnight mail:

NJ Dept. of Labor & Workforce Development
Division of Wage & Hour Compliance
1 John Fitch Plaza, 3rd Floor
Trenton, NJ 08611

Please allow 30 calendar days for processing the contractor registration certificate.

Check your registration status and effective and expiration dates online at www.nj.gov/labor
(click on Wage & Hour then Registration & Permits).

STATE OF NEW JERSEY
Department of Labor and Workforce Development
Division of Wage and Hour Compliance

APPLICATION FOR PUBLIC WORKS
CONTRACTOR REGISTRATION

FOR OFFICE USE ONLY:

Log # _____

Check # _____

Check Amount \$ _____

Check your contractor registration status online at www.nj.gov/labor (click on Wage Hour then Registration & Permits).

All applications must be accompanied by a check or money order made payable to the
Commissioner of Labor and Workforce Development.

☐ New Application - \$300 **Non-Refundable Fee**

☐ Two-Year Renewal (only available to firms who have been continuously
registered for the past two consecutive years) - \$500 **Non-Refundable Fee**

☐ One-Year Renewal - \$300 **Non-Refundable Fee**

Current Certificate No. _____

1. Business Name (Provide the legal name of business used to contract/subcontract public works projects.) _____

2. Corporate Name (if different than item #1) _____

3. Street Address _____ City _____ State _____ ZIP Code _____ County _____

4. Mailing Address (if different than item #3) _____

5. Telephone No. _____ Fax No. _____ e-mail _____

6. _____ OR _____
Federal Employer Identification Number (FEIN) If no FEIN assigned, enter Social Security No. of owner.

7. Type of Business:

☐ Individual/Sole Proprietor ☐ Partnership ☐ NJ Corporation ☐ Out-of-State Corporation *

☐ LLC (Limited Liability Company) ☐ LLP (Limited Liability Partnership) ☐ Other _____

If a corporation, complete the following: Date of Incorporation _____ State of Incorporation * _____

NJ Business/Corp. No. _____ No. of Employees (at time of application) _____

* **New out-of state applicants** who plan to keep payroll/business records outside of New Jersey must complete a Request for Permission to Maintain Payroll Records Outside of New Jersey (form MW-42). To get this form, go to www.nj.gov/labor and click on *Wage & Hour* then *Registration & Permits*.

Out-of-state applicants must appoint a registered agent in New Jersey who will accept legal service in New Jersey:

Name of Registered Agent in New Jersey

Street Address _____ City _____ State _____ ZIP Code _____

Telephone No. _____ Fax No. _____ e-mail _____

8. Workers' Compensation Carrier Name: * _____

Policy Number: _____ Effective Date: From ____/____/____ To ____/____/____

* If you are a sole proprietor with no workers' compensation coverage, attach a notarized statement stating that you have no employees.

Business Name: _____

Certificate No. _____

9. Provide the following information for **ALL** individuals who have an "interest" (for definition of "interest," see N.J.A.C. 12:60-7.2 in the instructions) in the business listed in item #1 bidding or performing work on the public works project, whether as an owner, partner, managing member (for LLC companies only), corporate officer, principal, manager, employee, agent, consultant, or representative. Add additional sheets if necessary. NOTE: The names and the titles of the individuals listed here will appear on the certificate of registration.

a.

First Name	Last Name	Title
------------	-----------	-------

Social Security No.	% of financial ownership in business (if zero, so state)	Telephone No.
---------------------	--	---------------

Home Address	City	State	ZIP Code
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b.

First Name	Last Name	Title
------------	-----------	-------

Social Security No.	% of financial ownership in business (if zero, so state)	Telephone No.
---------------------	--	---------------

Home Address	City	State	ZIP Code
--------------	------	-------	----------

c.

First Name	Last Name	Title
------------	-----------	-------

Social Security No.	% of financial ownership in business (if zero, so state)	Telephone No.
---------------------	--	---------------

Home Address	City	State	ZIP Code
--------------	------	-------	----------

10. At any time during the preceding five (5) years, have any of the individuals listed in item #9 ever held an "interest" (for definition of "interest," see N.J.A.C. 12:60-7.2 in the instructions) in another firm which has applied for or obtained a "Public Works Contractor Registration Certificate" or has bid on or performed work on a public works project, whether as an owner, partner, managing member (for LLC companies only), corporate officer, principal, manager, employee, agent, consultant, or representative? ☐ Yes ☐ No

If yes, list the name of the individual, position held, start and end dates, and name and address of company.

NOTE: **Failure** to disclose associations with other firms could cause the **denial** or **loss** of your contractor registration certificate.

11. Has the business listed in item #1 ever been prohibited or debarred from performing public work (including voluntary prohibition) by the State of New Jersey, any other state, public entity (e.g. city, county, board of education, etc.), or the federal government? ☐ Yes ☐ No

If yes, provide start and end dates, reason for prohibition/debarment, and any other relevant details.

12. Have any of the individuals listed in item #9 ever been prohibited or debarred from performing public work (including voluntary prohibition) by the State of New Jersey, any other state, public entity (e.g. city, county, board of education, etc.), or the federal government? ☐ Yes ☐ No

If yes, list the name of the individual, start and end dates, reason for prohibition/debarment, and any other relevant details.

Business Name: _____

Certificate No. _____

13. At any time during the preceding five (5) years, did the business listed in item #1 receive a notice of an alleged violation of any:

- a. New Jersey State Labor Law? ☐ Yes ☐ No
 b. United States Federal Labor Law? ☐ Yes ☐ No
 c. Labor Laws of any other state or public entity? ☐ Yes ☐ No

NOTE: Failure to disclose any prior history of alleged violations could cause the denial or loss of your contractor registration certificate.

14. At any time during the preceding five (5) years, did any of the individuals listed in item #9 or any firm listed in item #10 receive a notice of an alleged violation of any:

- a. New Jersey State Labor Law? ☐ Yes ☐ No
 b. United States Federal Labor Law? ☐ Yes ☐ No
 c. Labor Laws of any other state or public entity? ☐ Yes ☐ No

NOTE: Failure to disclose any prior history of alleged violations could cause the denial or loss of your contractor registration certificate.

15. Has the firm or any individual listed in item #9 ever been alleged to have committed any unlawful act in attempting to obtain or in the performance of a Public Contract? ☐ Yes ☐ No

If yes, name of public entity: _____ Year: _____

16. Please place a check mark next to each North American Industry Classification System (NAICS) code that your company intends to perform.

Your selection(s) will not limit the firm's eligibility to perform any particular type of work.

<u>Code</u>	<u>Craft</u>	<u>Code</u>	<u>Craft</u>	<u>Code</u>	<u>Craft</u>
<input type="checkbox"/> 238220	Air Balancing & Testing	<input type="checkbox"/> 238290	Elevators	<input type="checkbox"/> 237310	Paving
<input type="checkbox"/> 562910	Asbestos Removal	<input type="checkbox"/> 238910	Excavation	<input type="checkbox"/> 237120	Pipeline Construction
<input type="checkbox"/> 238910	Boring	<input type="checkbox"/> 238990	Fencing	<input type="checkbox"/> 238220	Plumbing
<input type="checkbox"/> 238140	Brick and Block	<input type="checkbox"/> 238330	Flooring/Tile	<input type="checkbox"/> 238220	Refrigeration
<input type="checkbox"/> 237990	Bulkheads & Docks	<input type="checkbox"/> 236220	General Construction	<input type="checkbox"/> 238160	Roofing
<input type="checkbox"/> 238350	Carpentry (general)	<input type="checkbox"/> 237310	Road and Heavy Highway	<input type="checkbox"/> 237110	Sewer Piping & Storm Drains
<input type="checkbox"/> 238330	Carpeting	<input type="checkbox"/> 484110	Hauling	<input type="checkbox"/> 238220	Sheet Metal (Mechanical)
<input type="checkbox"/> 238390	Caulking & Water Proofing	<input type="checkbox"/> 238220	HVAC	<input type="checkbox"/> 238220	Sprinkler Systems
<input type="checkbox"/> 238110	Concrete	<input type="checkbox"/> 238130	Iron and Steel Fabrications	<input type="checkbox"/> 517110	Telecommunications
<input type="checkbox"/> 213112	Core Drilling	<input type="checkbox"/> 238310	Insulation/Mechanical	<input type="checkbox"/> 238210	Traffic Signals
<input type="checkbox"/> 238910	Demolition	<input type="checkbox"/> 561720	Janitorial Services	<input type="checkbox"/> 562211	Waste Removal, Toxic/Hazardous
<input type="checkbox"/> 561990	Diving	<input type="checkbox"/> 541320	Landscape Construction	<input type="checkbox"/> 238190	Welding
<input type="checkbox"/> 237990	Dredging	<input type="checkbox"/> 238220	Mechanical Construction	<input type="checkbox"/> 213111	Well Drilling
<input type="checkbox"/> 238210	Electrical	<input type="checkbox"/> 238320	Painting	<input type="checkbox"/> Other	Describe: _____

APPLICANT STATEMENT

As the responsible applicant, I attest to the following:

- I have read and understood the questions contained in the attached application and its appendices.
- I understand that failure to provide full, accurate, and timely disclosure of any of the required information or documentation may result in the denial of this application for registration and/or revocation of any contractor registration certificate.
- I understand and agree that the Applicant has a continuing duty to promptly notify the New Jersey Department of Labor and Workforce Development, Division of Wage and Hour Compliance in writing of any change to the answers or information contained herein.
- I acknowledge that the New Jersey Department of Labor and Workforce Development, Division of Wage and Hour Compliance may, by means it deems appropriate, determine the accuracy and truth of the statements made in the application.
- I agree and warrant that truthfully answering the questions on this application is an event entirely within my control.
- In accordance with the New Jersey Child Support Improvement Act, N.J.S.A. 2A:17-56.44d, by signing this application I am hereby certifying that I do not have a child support obligation or I have such an obligation but the arrearage amount does not equal or exceed the amount of the child support payable for six months and any court-ordered health coverage has been provided for the past six months. Furthermore, I certify that I have not failed to respond to a subpoena relating to a paternity or child support proceeding or I am not the subject of a child support related warrant. I understand that making a false statement may subject my contractor registration certificate to immediate revocation or suspension.

I certify that to the best of my knowledge the information given in response to each question and the appendices is accurate, true, and complete.

Signature

Date

Print Name and Title

Return to:

NJ Dept. of Labor and Workforce Development
Division of Wage and Hour Compliance
PO Box 389
Trenton, NJ 08625-0389

Tel. (609) 292-9464

Fax (609) 633-8591

UPS & FedEx overnight mail:

NJ Dept. of Labor and Workforce Development
Division of Wage and Hour Compliance
1 John Fitch Plaza, 3rd Floor
Trenton, NJ 08611

Please allow 30 calendar days for processing the contractor registration certificate.

Check your registration status and effective and expiration dates online at www.nj.gov/labor
(click on Wage & Hour then Registration & Permits)

#2

Public Law 2005, Chapter 51 & 271/Executive Order 117

To be submitted by successful bidder only

INFORMATION AND INSTRUCTIONS

For Completing The “Two- Year Vendor Certification and Disclosure of Political Contributions” Forms

USEFUL DEFINITIONS FOR THE PURPOSES OF Ch. 51 and E.O. 117

- **“Vendor”** means the contracting entity.
- **“Business Entity”** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of “business entity,” that individual’s spouse or civil union partner and any child residing with that person.¹
- **“Officer”** means a president, vice-president with senior management responsibility, secretary, treasurer, chief executive officer, or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.
- **“Partner”** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.
- **“Reportable Contributions”** are those contributions, including in-kind contributions, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.
- **“In-kind Contribution”** means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
- **“Continuing Political Committee”** includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).

¹ Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

INFORMATION AND INSTRUCTIONS

For Completing The “Two- Year Vendor Certification and Disclosure of Political Contributions” Forms

- **“Candidate Committee”** means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- **“State Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-4.
- **“County Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-3.
- **“Municipal Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-2.
- **“Legislative Leadership Committee”** means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- **“Political Party Committee”** means:
 1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
 2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
 3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2.

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. Original forms should remain with the Agency and copies should be sent to the Chapter 51 Review Unit.

Questions & Answers

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or Executive Order 117 (2008) may be submitted electronically through the Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/execorder134.htm>. Responses to previous questions are posted on the website, as well as additional reference materials and forms.

NOTE: The Chapter 51 Q&A on the website **DOES NOT** address the expanded pay-to-play requirements imposed by Executive Order 117. The Chapter 51 Q&A are only applicable to contributions made prior to November 15, 2008. There is a separate, combined Chapter 51/E.O. 117 Q&A section dealing specifically with issues pertaining to contributions made after November 15, 2008, available at <http://www.state.nj.us/treasury/purchase/execorder134.htm#state>.



State of New Jersey
Division of Purchase and Property
Two-Year Chapter 51 / Executive Order 117 Vendor Certification and
Disclosure of Political Contributions

For AGENCY USE ONLY

General Information

Solicitation, RFP or Contract No. Award Amount
Description of Services

Agency Contact Information

Agency Contact Person
Phone Number Agency Email

Part 1: Vendor Information

Full Legal Business Name
(Including trade name if applicable)

Business Type

☐ Corporation ☐ Limited Partnership ☐ Professional Corporation ☐ General Partnership
☐ Limited Liability Company ☐ Sole Proprietorship ☐ Limited Liability Partnership

Address 1 Address 2
City State Zip Phone
Vendor Email Vendor FEIN

Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification

I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).
 - a) **Within the preceding 18 months**, the below-named person or organization has not made a contribution to:
 - (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or **Lieutenant Governor**;
 - (ii) Any State, county, **municipal** political party committee; OR
 - (iii) Any **legislative leadership committee**.
 - b) **During the term of office of the current Governor(s)**, the below-named person or organization has not made a contribution to:
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**; OR
 - (ii) Any State, county or **municipal** political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
 - c) **Within the 18 months immediately prior to the first day of the term of office of the Governor(s)**, the below-named person or organization has not made a contribution to:
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**; OR
Any State, county, **municipal** political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

PLEASE NOTE: Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

Part 3: Disclosure of Contributions Made

☐ Check this box if no reportable contributions have been made by the above-named business entity or individual.

Name of Recipient		Address of Recipient	
Date of Contribution		Amount of Contribution	
Type of Contribution (i.e. currency, check, loan, in-kind)			
Contributor Name			
Relationship of Contributor to the Vendor			
Contributor Address			
City		State	
			Zip

Add a Contribution

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

Part 4: Certification

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made. If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE BOX A, B or C)

- (A) ☒ I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).
- (B) ☐ I am certifying on behalf of the above-named business entity only.
- (C) ☐ I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name

Print Name

Phone Number

Date

Title/Position

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us, or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.

#3

Ownership Disclosure Form/McBride Principles

To be submitted by successful bidder only

OWNERSHIP DISCLOSURE FORM

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
STATE OF NEW JERSEY
33 W. STATE ST., 9TH FLOOR
PO BOX 230
TRENTON, NEW JERSEY 08625-0230

BID NUMBER: _____

BIDDER: _____

INSTRUCTIONS : Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)

INSTRUCTIONS : Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

If there are no owners with 10% or more interest in your firm, enter "None" below.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)

COMPLETE ALL QUESTIONS BELOW

- | | <u>YES</u> | <u>NO</u> |
|---|-----------------------|-----------------------|
| 1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above?
(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.) | <input type="radio"/> | <input type="radio"/> |
| 2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? (If yes, attach a detailed explanation for each instance.) | <input type="radio"/> | <input type="radio"/> |
| 3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? (If yes, attach a detailed explanation for each instance.) | <input type="radio"/> | <input type="radio"/> |
| 4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.) | <input type="radio"/> | <input type="radio"/> |
| 5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes, attach a detailed explanation for each instance.) | <input type="radio"/> | <input type="radio"/> |

CERTIFICATION : I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that **I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein.** I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge, I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name: _____

Address: _____

FEIN/SSN#: _____

PRINT OR TYPE: _____

PRINT OR TYPE: _____

Date _____

(Signature)

(Name)

(Title)

DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition.

Investigation

Indicate "NONE" if no investigations were undertaken. Attach additional pages if necessary.

Person or Entity	Date of Inception	Brief Description	Disposition/Status (if applicable)	Bidder Contact Name and Telephone Number for additional information

Litigation/Administrative Complaints

Indicate "NONE" if no Litigation/Administrative Complaints. Attach additional pages if necessary.

Person or Entity	Date of Inception	Caption of the Action	Brief Description of the Action	Current Status/Disposition, (if applicable)	Bidder Contact Name and Telephone Number for additional information

MACBRIDE PRINCIPLES FORM**BIDDER'S REQUIREMENT: TO PROVIDE A CERTIFICATION
IN COMPLIANCE WITH MACBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

- ☒ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- ☐ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

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

Signature: _____

Date: _____

Print Name: _____

Title: _____

Firm Name: _____

#4

EEO Forms AA 201 & AA 202

To be submitted by successful contractor only

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FORM AA-201

Revised 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER		2. CONTRACTOR ID NUMBER		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT Name: Address:							
3. NAME AND ADDRESS OF PRIME CONTRACTOR (Name) (Street Address) (City) (State) (Zip Code)				CONTRACT NUMBER				DATE OF AWARD		DOLLAR AMOUNT OF AWARD	
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []				6. NAME AND ADDRESS OF PROJECT Name: Address:				7. PROJECT NUMBER			
9. TRADE OR CRAFT				COUNTY				8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input type="checkbox"/>			
		PROJECTED TOTAL EMPLOYEES		PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE		PROJECTED COMPLETION DATE	
		MALE FEMALE		MALE FEMALE							
		J AP J AP		J AP J AP							
1. ASBESTOS WORKER											
2. BRICKLAYER OR MASON											
3. CARPENTER											
4. ELECTRICIAN											
5. GLAZIER											
6. HVAC MECHANIC											
7. IRONWORKER											
8. OPERATING ENGINEER											
9. PAINTER											
10. PLUMBER											
11. ROOFER											
12. SHEET METAL WORKER											
13. SPRINKLER FITTER											
14. STEAMFITTER											
15. SURVEYOR											
16. TILER											
17. TRUCK DRIVER											
18. LABORER											
19. OTHER											
20. OTHER											

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

(Signature)

10. (Please Print Your Name)

(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)

**INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT
WORKFORCE REPORT – CONSTRUCTION (AA201)**

DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.
2. Note: The Division of CC/EEO will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.
3. Enter the prime contractor's name, address and zip code number.
4. Check box if Company is Minority Owned or Woman Owned
5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.
6. Enter the name and address of the project, including the county in which the project is located.
7. Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.
8. Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.
9. Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journeyworker, AP=Apprentice). Include projected phase-in and completion dates.
10. Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.

This report must be submitted to the Public Agency that awards the contract and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts no later than three (3) days after the contractor signs the contract.

THE CONTRACTOR IS TO RETAIN THE FOURTH AND FINAL COPY
MARKED "CONTRACTOR", SUBMIT THE THIRD COPY MARKED
"PUBLIC AGENCY" TO THE PUBLIC AGENCY AWARDED THE
CONTRACT AND FORWARD THE REMAINING TWO (2) COPIES TO:

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF CONTRACT COMPLIANCE & EQUAL EMPLOYMENT OPPORTUNITY IN
PUBLIC CONTRACTS
P.O. BOX 209
TRENTON, NJ 08625-0209
(609) 292-9550

For instructions on completing the form, go to:

3. FID or SS Number

2. Contractor ID Number

Date of Award

7. Project ID Number

ZIP CODE

STATE

ZIP CODE

8. CONTRACTOR NAME (LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)	9. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT	CLASSI- FICATION (SEE REVERSE)	11. NUMBER OF EMPLOYEES						12. TOTAL NO. OF MIN. EMP.	13. WORK HOURS			14. % OF WORK HRS			15. CUM. WORK HRS		16. CUM. % OF W/H	
				A. TOTAL	B. BLACK	C. HISPANIC	D. AMERICAN INDIAN	E. ASIAN	F. FEMALES		TOTAL WORK HOURS	A. MIN. W/H	B. FEMALE W/H	TOTAL WORK HOURS	A. MIN. HOURS	B. FEMALE HOURS	A. % OF MIN. W/H	B. % OF FEM. W/H		
			J																	
			AP																	
			J																	
			AP																	
			J																	
			AP																	
			J																	
			AP																	
			J																	
			AP																	
17. COMPLETED BY (PRINT OR TYPE)																				

(SIGNATURE)

(TITLE)

(TELEPHONE NUMBER)

J. Xu

(DATE)

INSTRUCTIONS FOR COMPLETING MONTHLY PROJECT WORKFORCE REPORT- (AA202)

1. Enter the prime contractor's name, address and zip code number.
2. Enter the **CONTRACTOR ID NUMBER** assigned by the Division of CC/EEO in Public Contracts.
3. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has not been applied for or issued, or if your business is such that it will not receive a Federal Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
4. Reporting Period - enter the beginning and ending dates of the month for the report being submitted. (i.e., 1/1/00 - 1/31/00).
5. Enter the complete name of the public agency awarding the contract. Include the date of contract award.
6. Enter the name and location of the project, including the county in which the project is located.
7. Enter the **PROJECT NUMBER** assigned by the Division of CC/EEO in Public Contracts.
8. Enter the company name(s) of the contractor(s) performing work at the construction site. List the prime contractor first with subcontractor(s) following.
9. Enter the total percent (%) of project work the contractor or subcontractor has completed, to date.
10. Identify the trades or crafts applicable to the prime contractor and each subcontractor listed in column #8. Use a single line for each trade or craft.
11. Enter the total number of employees for each contractor at each level of classification (J=Journeyworker, AP=Apprentice) and the total number of each minority group - Black, Hispanic, American Indian, Asian and Female. Note: Column A shall include Total Number of employees. Columns B-E shall also include minority females. Column F shall include both non-minority and minority females.
12. Enter the total number of minority employees for each employer at each level of classification. Note: This shall be the sum of columns B-E.
13. Enter the Total Monthly work hours for all employees in each craft at each level of classification.
(A) Enter the Total Monthly minority work hours for each craft at each level of classification (Columns B-E).
(B) Enter the Total Monthly female work hours for each craft at each level of classification (Column F).
14. (A) Enter the Total Monthly PERCENT of minority work hours for each craft at each level of classification.
(B) Enter the Total Monthly PERCENT of female work hours for each craft at each level of classification.
15. Enter the Total Cumulative work hours for each craft at each level of classification.
(A) Enter the Total Cumulative minority work hours for each craft at each level of classification.
(B) Enter the Total Cumulative female work hours for each craft at each level of classification.
16. (A) Enter the Cumulative Percent of minority work hours for each craft at each level of classification.
(B) Enter the Cumulative Percent of female work hours for each craft at each level of classification.
17. Print or type the name of the company official submitting the report; include signature, title, telephone number, and date the report is submitted.

THE CONTACTOR IS TO RETAIN THE FOURTH COPY MARKED "CONTRACTOR" SUBMIT THE THE THIRD COPY MARKED "PUBLIC AGENCY" TO THE PUBLIC AGENCY WHICH AWARDED THE CONTRACT AND FORWARD THE REMAINING TWO (2) COPIES TO:

New Jersey Department of the Treasury
Division of Contract Compliance & EEO in Public Contracts
PO Box 209
Trenton, NJ 08625-0209

#5

NJ Business Registration Application

To be submitted by contractor and all subcontractors
prior to contract award

NJ-REG

(11-06)

STATE OF NEW JERSEY
DIVISION OF REVENUE
BUSINESS REGISTRATION APPLICATION*** NO FEE REQUIRED ***Please read instructions carefully before filling out this form
ALL SECTIONS MUST BE FULLY COMPLETEDMAIL TO:
CLIENT REGISTRATION
PO BOX 252
TRENTON, NJ 08646-0252OVERNIGHT DELIVERY:
CLIENT REGISTRATION
847 ROEBLING AVENUE
TRENTON, NJ 08611FAX:
(609) 292-4291

REGISTRATION DETAIL

A. Please indicate the reason for your filing this application:

- ☐ Original application for a new business
☐ Moved previously registered business to new location (REG-C-L can be used in lieu of NJ-REG)
☐ Amended application for an existing business
Reason(s) for amending application: _____
☐ Application for an additional location of an existing registered business
☐ Applying for a **Business Registration Certificate**

B. FEIN # OR Soc. Sec. # of Owner ☐ Check Box if "Applied for"C. Name _____
(If your business entity is a Corporation, LLC, LLP, LP or Non-Profit Organization, give entity name. **IF NOT**, give Name of Owner or Partners)

D. Trade Name _____

E. Business Location: (Do not use P.O. Box for Location Address)

Street _____
City _____ State
Zip Code
(Give 9-digit Zip)

(See instructions for providing alternate addresses)

F. Mailing Name and Address: (if different from business address)

Name _____
Street _____
City _____ State
Zip Code
(Give 9-digit Zip)

BUSINESS DETAIL

G. Beginning date for this business: _____ / _____ / _____ (see instructions)
month day year

O/C _____

H. Type of ownership (check one):

- ☐ NJ Corporation ☐ Sole Proprietor ☐ Partnership ☐ Out-of-State Corporation ☐ LLP ☐ Other _____
☐ Limited Partnership ☐ LLC (1065 Filer) ☐ LLC (1120 Filer) ☐ LLC (Single Member) ☐ S Corporation (You **must** complete page 41)

I. New Jersey Business Code (see instructions)J. County / Municipality Code (see instructions) K. County _____
(New Jersey only)

DLN _____

L. Will this business be SEASONAL? ☐ Yes ☐ No

If YES - Circle months business will be open:

JAN FEB MAR APR MAY JUN JUL AUG SEPT OCT NOV DEC

M. If an ENTITY (Item C) complete the following:

Date of Incorporation: _____ / _____ / _____
month day yearState of Incorporation Fiscal month NJ Business/Corp. # Is this a Subsidiary of another corporation? ☐ YES ☐ NO

If YES, give name and Federal ID# of parent: _____

N. Standard Industrial Code (If known)O. NAICS (If known)

P. Provide the following information for the owner, partners or responsible corporate officers. (If more space is needed, attach rider)

OWNERSHIP DETAIL

NAME (Last Name, First, MI)	SOCIAL SECURITY NUMBER TITLE	HOME ADDRESS (Street, City, State, Zip)	PERCENT OF OWNERSHIP

BE SURE TO COMPLETE NEXT PAGE

Each Question Must Be Answered Completely

1.

a.

Have you or will you be paying wages, salaries or commissions to employees working in New Jersey within the next 6 months?

☐ Yes
☐ No
- Give date of first wage or salary payment:

/

Month

Day

Year

If you answered "No" to question 1.a., please be aware that if you begin paying wages you are required to notify the Client Registration Bureau at PO Box 252, Trenton NJ 06646-0252, or phone (609) 292-1730.
- b.

Give date of hiring first NJ employee:

/

Month

Day

Year
- c.

Date cumulative gross payroll exceeds \$1000

/

Month

Day

Year
- d.

Will you be paying wages, salaries or commissions to New Jersey residents working outside New Jersey?

☐ Yes
☐ No
- e.

Will you be the payer of pension or annuity income to New Jersey residents?

☐ Yes
☐ No
- f.

Will you be holding legalized games of chance in New Jersey (as defined in Chapter 47 Rules of Legalized Games of Chance) where proceeds from any one prize exceed \$1,000?

☐ Yes
☐ No
- g.

Is this business a PEO (Employee Leasing Company)?(If yes, see page 6)

☐ Yes
☐ No
2.

Did you acquire ☐ Substantially all the assets; ☐ Trade or business; ☐ Employees; of any previous employing units?

☐ Yes
☐ No

If answer is "No", go to question 4.

If answer is "Yes", indicate by a check whether ☐ in whole or ☐ part, and list business name, address and registration number of predecessor or acquired unit and the date business was acquired by you. (If more than one, list separately. Continue on separate sheet if necessary.)

Name of Acquired Unit

NJ Employee ID

ACQUIRED

☐ Assets
☐ Trade or Business
☐ Employees

PERCENTAGE ACQUIRED

%

Address

Date Acquired
3.

Subject to certain regulations, the law provides for the transfer of the predecessor's employment experience to a successor where the whole of a business is acquired from a subject predecessor employer. The transfer of the employment experience is required by law.

☐ Yes
☐ No

Are the predecessor and successor units owned or controlled by the same interests?

☐ Yes
☐ No
4.

Is your employment agricultural?

☐ Yes
☐ No
5.

Is your employment household?

☐ Yes
☐ No

a.

If yes, please indicate the date in the calendar quarter in which gross cash wages totaled \$1,000 or more

/

Month

Day

Year

6.

Are you a 501(c)(3) organization?

☐ Yes
☐ No

If "Yes," to apply for sales tax exemption, obtain form REG-1E at www.state.nj.us/treasury/taxation/exemption.htm.

7.

Were you subject to the Federal Unemployment Tax Act (FUTA) in the current or preceding calendar year?

☐ Yes
☐ No

(See instruction sheet for explanation of FUTA) If "Yes", indicate year:_____

8.

a.

Does this employing unit claim exemption from liability for contributions under the Unemployment Compensation Law of New Jersey? ..

☐ Yes
☐ No

If "Yes," please state reason. (Use additional sheets if necessary.) _____

b.

If exemption from the mandatory provisions of the Unemployment Compensation Law of New Jersey is claimed, does this employing unit wish to voluntarily elect to become subject to its provisions for a period of not less than two complete calendar years?

☐ Yes
☐ No

9.

Types of Business

☐ 1. Manufacturer
☐ 2. Service
☐ 3. Wholesale

☐ 4. Construction
☐ 5. Retail
☐ 6. Government

Principal product or service in New Jersey only_____

Type of Activity in New Jersey only_____

10.

List below each place of business and each class of industry in New Jersey, even though you may have only one place of business or engage in only one class of industry.

☐ Yes
☐ No

a.

Do you have more than one employing facility in New Jersey

☐ Yes
☐ No
- | NJ WORK LOCATIONS (Physical location, not mailing address) | | NATURE OF BUSINESS (See Instructions) | | | No. of Workers at Each Location and/in Each Class of Industry |
|--|--------|---------------------------------------|---|---|---|
| Street Address, City, Zip Code | County | NAICS Code | Principal Product or Service Complete Description | % | |
| | | | | | |
- (Continue on separate sheet, if necessary)

BE SURE TO COMPLETE NEXT PAGE

- 18 -

11. Will you collect New Jersey Sales Tax and/or pay Use Tax? ☐ Yes ☐ No
GIVE EXACT DATE YOU EXPECT TO MAKE FIRST SALE _____ / ____ / ____
Month Day Year

b. Will you need to make exempt purchases for your inventory or to produce your product? ☐ Yes ☐ No

c. Is your business located in (check applicable box(es)): ☐ Atlantic City ☐ Salem County
 ☐ North Wildwood ☐ Wildwood Crest ☐ Wildwood

d. Do you have more than one location in New Jersey that collects New Jersey Sales Tax? (If yes, see instructions) ☐ Yes ☐ No

e. Do you, in the regular course of business, sell, store, deliver or transport natural gas or electricity to users or customers in this state whether by mains, lines or pipes located within this State or by any other means of delivery? ☐ Yes ☐ No

12. Do you intend to sell cigarettes? ☐ Yes ☐ No
Note: If yes, complete the REG-L form on page 45 in this booklet and return with your completed NJ-REG.
To obtain a cigarette retail or vending machine license complete the form CM-100 on page 47.

13. a. Are you a **distributor** or **wholesaler** of tobacco products other than cigarettes? ☐ Yes ☐ No
b. Do you purchase tobacco products other than cigarettes from outside the State of New Jersey? ☐ Yes ☐ No

14. Are you a manufacturer, wholesaler, distributor or retailer of "litter-generating products"? See instructions for retailer liability and definition of litter-generating products. ☐ Yes ☐ No

15. Are you an owner or operator of a sanitary landfill facility in New Jersey? ☐ Yes ☐ No
IF YES, indicate D.E.P. Facility # and type (See instructions) _____

16. a. Do you operate a facility that has the total combined capacity to store 200,000 gallons or more of petroleum products? .. ☐ Yes ☐ No
b. Do you operate a facility that has the total combined capacity to store 20,000 gallons (equals 167,043 pounds) of hazardous chemicals? ☐ Yes ☐ No
c. Do you store petroleum products or hazardous chemicals at a public storage terminal? ☐ Yes ☐ No
Name of terminal _____

17. a. Will you be involved with the sale or transport of motor fuels and/or petroleum? ☐ Yes ☐ No
Note: If yes, complete the REG-L form in this booklet and return with your completed NJ-REG.
To obtain a motor fuels retail or transport license complete and return the CM-100 in this booklet.

b. Will your company be engaged in the refining and/or distributing of petroleum products for distribution in this State or the importing of petroleum products into New Jersey for consumption in New Jersey? ☐ Yes ☐ No

c. Will your business activity require you to issue a Direct Payment Permit in lieu of payment of the Petroleum Products Gross Receipts Tax on your purchases of petroleum products? ☐ Yes ☐ No

18. Will you be providing goods and services as a direct contractor or subcontractor to the state, other public agencies including local governments, colleges and universities and school boards, or to casino licensees? ☐ Yes ☐ No

19. Will you be engaged in the business of renting motor vehicles for the transportation of persons or non-commercial freight? ☐ Yes ☐ No

20. Is your business a hotel, motel, bed & breakfast or similar facility and located in the State of New Jersey? ☐ Yes ☐ No

21. Do you hold a permit or license, issued by the New Jersey Department of Transportation, to erect and maintain an outdoor advertising sign or to engage in the business of outdoor advertising? .. Fee expired effective 7/1/07 ☐ Yes ☐ No

22. Do you make retail sales of new motor vehicle tires, or sell or lease motor vehicles? ☐ Yes ☐ No

23. Do you provide "cosmetic medical procedures" or goods or occupancies directly associated with such procedures? ☐ Yes ☐ No
(See description of Cosmetic Procedures Gross Receipts Tax in the list of Taxes of the State of New Jersey, page 5.)
Type of Business _____

24. Do you sell voice grade access telecommunications or mobile telecommunications to a customer with a primary place of use in this State? ☐ Yes ☐ No

25. Will you make retail sales of "fur clothing"? ☐ Yes ☐ No
(See full description of Fur Clothing Retail Gross Receipts Tax in the list of Taxes of the State of New Jersey, page 5)

26. Contact Information: Person _____ Title: _____
Daytime Phone: () _____ - _____ Ext. _____ E-mail address: _____
Signature of Owner, Partner or Officer: _____
Title _____ Date: _____

IF YOU ARE A SOLE PROPRIETOR OR A PARTNERSHIP WITHOUT EMPLOYEES - **STOP HERE** -
IF YOU HAVE EMPLOYEES PROCEED TO THE STATE OF NJ NEW HIRE REPORTING FORM ON PAGE 29

IF YOU ARE FORMING A CORPORATION, LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR A LIMITED LIABILITY PARTNERSHIP YOU MUST CONTINUE ANSWERING APPLICABLE QUESTIONS ON PAGES 23 AND 24

If you are a sole proprietor or partnership, the following information does not pertain to you.

If you have already filed a new business certificate with our Commercial Recording/Corporate Filing Unit, you need only fill out pages 17, 18 and 19 of this package (NJ-REG). In addition, you need to complete the State of New Jersey New Hire Reporting Form (page 29) if you have employees. There is no need to complete pages 23 and 24 of the package if you have successfully filed with Commercial Recording.

Applicants who are registering as a New Business Entity (corporation, limited liability company, limited partnership or a limited liability partnership) and have not already filed with Commercial Recording/Corporate Filing Unit, must complete the Public Records Filing for New Business Entity (pages 23 and 24) in addition to form NJ-REG.

The Public Records Filing should be submitted prior to the completion of the NJ-REG to establish the business entity. However, form NJ-REG must be submitted within 60 days of filing the business entity.

Important Note: Once you are registered as a New Business Entity, you will be required to file an annual report for the entity. This report must be filed annually on the anniversary month of the business entity's formation. For your convenience, all major credit cards as well as electronic check (e-check) may be used to pay the filing fee. A notice of the reporting requirement will be sent to the Registered Agent on file 60 days prior the report due date.

Beginning in the fall 2005, the annual report must be filed *electronically*. Please visit our website at www.nj.gov/njbgs for additional information about the annual report.

"FEE REQUIRED"

PUBLIC RECORDS FILING FOR NEW BUSINESS ENTITY

Fill out all information below INCLUDING INFORMATION FOR ITEM 11, and sign in the space provided. Please note that once filed, this form constitutes your original certificate of incorporation/formation/registration/authority, and the information contained in the filed form is considered public. Refer to the instructions for delivery/return options, filing fees and field-by-field requirements. Remember to remit the appropriate fee amount. Use attachments if more space is required for any field, or if you wish to add articles for the public record.

1. Business Name:

2. Type of Business Entity: ____ ____ ____
(See Instructions for Codes, Page 21, Item 2)

3. Business Purpose :
(See Instructions, Page 22, Item 3)

4. Stock (Domestic Corporations only; LLCs and Non-Profit leave blank):

5. Duration (If Indefinite or Perpetual, leave blank):

6. State of Formation/Incorporation (Foreign Entities Only):

7. Date of Formation/Incorporation (Foreign Entities Only):

8. Contact Information:

Registered Agent Name: _____

Registered Office:

(Must be a New Jersey street address)

Main Business or Principal Business Address:

Street _____ Street _____

City _____ Zip _____ City _____ State _____ Zip _____

9. Management (Domestic Corporations and Limited Partnerships Only)

- For-Profit and Professional Corporations list initial Board of Directors, minimum of 1;
- Domestic Non-Profits list Board of Trustees, minimum of 3;
- Limited Partnerships list all General Partners.

Name	Street Address	City	State	Zip
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The signatures below certify that the business entity has complied with all applicable filing requirements pursuant to the laws of the State of New Jersey.

10. Incorporators (Domestic Corporations Only, minimum of 1)

Name	Street Address	City	State	Zip
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Signature(s) for the Public Record (See instructions for Information on Signature Requirements)

Signature	Name	Title	Date
_____	_____	_____	_____
_____	_____	_____	_____

Public Records Filing for New Business Entity (continued)

11. Additional Entity - Specific Information

A. Domestic Non-Profit Corporations (Title 15A) - For IRS exemption considerations, see instructions.

1a. The corporation shall have members: ☐ Yes ☐ No

If yes, qualification shall be:

☐ As set forth in the by-laws or, ☐ As set forth herein:

1b. The rights and limitations of the different classes of members shall be:

☐ As set forth in the by-laws or, ☐ As set forth herein:

2. The method of electing the trustees shall be:

☐ As set forth in the by-laws or, ☐ As set forth herein:

3. The method of distribution of assets shall be:

☐ As set forth in the by-laws or, ☐ As set forth herein:

B. Foreign Corporations - Profit, Non-Profit and Foreign Legal Professional (Titles 14A and 15A)

Attach a certificate of good standing/existence from the state of incorporation not greater than 30 days old to this form.

C. Limited Partnerships (Title 42:2A)

1. Set forth the aggregate amount of cash and a description and statement of the agreed value of other property or services contributed (or to be contributed in the future) by all partners:

2. Do the limited partners have the power to grant the right to become a limited partner to an assignee of any part of their partnership ☐ Yes ☐ No

If yes, list the terms/conditions of that power:

3. Do the limited partners have the right to receive distributions from a partner which includes a return of all or any part of the partner's contributions? ☐ Yes ☐ No

If yes, list the applicable terms:

4. Do the general partners have the right to make distributions to a partner which includes a return of all or any part of the partner's contributions? ☐ Yes ☐ No

If yes, list the applicable terms:

5. What are the rights of the remaining general partners to continue the business in the event that a general partner withdraws? List below:

D. Foreign Limited Partnerships (Title 42:2A)

Set forth the aggregate amount of cash and a description and statement of the agreed value of other property or services contributed (or to be contributed in the future) by all partners:

#6

Directions

Directions to the Mill Creek Marsh from RT 3
Mill Creek Mall, Secaucus NJ 07032

- q Follow signs to Secaucus toward Harmon Meadow Blvd – Mill Creek Mall (Rt 3 Service Rd. parallel to Rt. 3.)
- q Travel north on Harmon Meadow Blvd to end
- q Turn left onto Park Plaza Place (Sam's Club)
- q Go over bridge overpass to Bob's Discount Furniture parking area (3 Mill Creek Drive, Secaucus NJ 07094)
- q Pedestrian entry gate at fence along parking area

Directions to the NJMC Keegan Landfill
437 Bergen Ave, Kearny NJ 07032

The Keegan Landfill is located less than ¼ mile northwest of the NJTPK 15W interchange near Route 280. We recommend that all trucks access the site from the NJTPK, but some alternate routes are noted below.

From NJ Route 17 South: Continue on Route 17 South past the Route 3 exits. Route 17 becomes a local road. At the second light (top of hill), turn left onto Orient Way to end. Turn left onto Schuyler Avenue. At the third light, turn left onto Belleville Turnpike (CVS on the left corner). Continue on Belleville Turnpike for 2.8 miles to Route 508 West. Drive 1.6 miles and turn right onto Bergen Avenue (just after the NJTPK 15W interchange), and proceed to the landfill entrance on the right. **Note that trucks are not allowed to use Schuyler Avenue in Kearny.**

From the NJ Turnpike Exit 15W: Use Exit 15W (Route 280/Jersey City) to Route 508 West towards Kearny/Harrison. Proceed for approximately 0.2 mile, and turn right onto Bergen Avenue. The landfill entrance is on the right.

From Route 3 Eastbound: Exit onto **Route 21 South** towards Newark. Take Exit 7, Main Street Belleville. At the end of the ramp (light) turn left onto Main Street. Follow signs to Belleville Turnpike (NJ Route 7 East). Proceed over the bridge and continue east on Belleville Turnpike. Follow directions noted above for Route 17 South.

From Route 21 North: Use Exit 6, Belleville/North Arlington, and turn right onto Belleville Turnpike (NJ Route 7) East. Continue east on Belleville Turnpike. Follow directions noted above for Route 17 South.

From Route 280 East: Use Exit 17B, Route 508 (Harrison Avenue/Newark-Jersey City Turnpike) west towards Kearny/Harrison. Proceed 0.2 miles, turn right onto Bergen Avenue to then right into the landfill entrance.

If you have any questions, call the NJMC scalehouse at 201-998-4020.

New Jersey Meadowlands Commission

One DeKorte Park Plaza, Lyndhurst, New Jersey 07071
(201) 460-1700



MILL CREEK MARSH TRAIL RENOVATION

SANDY RECOVERY PROJECT

September 3, 2014

Mill Creek Marsh Wetland Site
3 Mill Creek Drive, Secaucus, NJ 07094

Contract LA 14-02

BID DOCUMENTS TO BE RETURNED

BID OPENING: 11:00 AM OCTOBER 15, 2014

Set # _____

SECTION 00300

STATE OF NEW JERSEY
NEW JERSEY MEADOWLANDS COMMISSION

BID FOR CONTRACT LA 14-02

TO: The New Jersey Meadowlands Commission (NJMC)

This bid will not be accepted after 11:00 AM prevailing local time on October 15, 2014 at which time all bids will be publicly opened and read. The bidder agrees that this bid will not be withdrawn for a period of 60 calendar days after the closing time for receipt of bids.

(Name of Firm Submitting Bid)

The undersigned hereby acknowledges receipt of the following addenda:

<u>ADDENDUM NO.</u>	<u>DATE</u>
_____	_____
_____	_____
_____	_____

The following documents are included with this bid:

1. Bid Security (including Power of Attorney if bid security is in the form of a bond)
2. Consent of Surety
3. Bidder's Experience Affidavit
4. Bidder's Disclosure Form
5. Bidder's Affidavit of Authorization
6. Moral Integrity Affidavit
7. Non-Collusion Affidavit
8. Subcontractor Use Form
9. Proof of Registration in accordance with the Public Works Contractor Registration Act within the NJ Division of Labor (For Contractor and all listed subcontractors)
10. Notice to All Bidders of Set-Off for State Tax
11. Corporate Resolution Form

The following Bid is hereby made to the New Jersey Meadowlands Commission.

The undersigned hereby proposes and agrees to furnish all the labor, materials, equipment, tools, and services necessary for the work specified for the above referenced Contract.

The undersigned has examined the location of the proposed Work, the Drawings, Specifications and all other Contract Documents, and is familiar with the local conditions at the place where the work is to be performed. The bidder understands that information relative to any existing structures, apparent and latent conditions, and natural phenomena as furnished in the Contract Documents or by the NJMC, carries no guarantee expressed or implied as to its completeness or accuracy, and has made all due allowances therefore.

The undersigned Bidder declares that this Bid is made without connection to any other person or persons making Bids for the same work and is in all respects fair and without collusion or fraud.

The undersigned Bidder has determined the quantity and quality of equipment and materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.

The undersigned Bidder agrees that the price bid shall apply to actual quantities required, approved and used during construction of the work, including Addenda. It further agrees to complete the entire work of the Contract within the time specified, starting on the date specified in the Notice-to-Proceed.

The undersigned Bidder hereby agrees to be bound by the award of the Contract, and if awarded the Contract on this Bid, to execute the Contract, to furnish the required Bonds and Insurance Certificates and Affirmative Action documentation, and to furnish all other information required by the Contract Documents within the time limits specified.

The undersigned understands that the NJMC reserves the right to reject any or all Bids or to waive any informality or technicality of any Bid in the interest of the NJMC.

The Bidder agrees to perform all the work described in the Specifications and shown on the Drawings, provide all plant, labor, equipment, materials, tools, and services necessary for the completion of the Contract all as specified and shown complete to a fully acceptable condition for the prices shown. The prices shall be printed and written on the following Schedule of Bid Prices.

MCM Trail - Sandy Recovery Project

LA 14-02

SCHEDULE OF BID PRICES

ITEM DESCRIPTION

1) MOBILIZATION/DEMobilIZATION - Includes Bonds and Insurances, Site Preparation, Surveying (including As-Built), Fencing, Pavement Striping and Site Restoration - Not to Exceed 15% of the Total Bid: **LUMP SUM**

_____ DOLLARS
(Lump Sum Amount in Words)

\$ _____
(Lump Sum Amount in Figures)

2) TRAIL CONSTRUCTION - 2A: Includes 507 LF measured along centerline of trail including trail surface top course, compacted setting bed and if required compacted common fill and installation as per the plans and specifications. **LUMP SUM**

_____ DOLLARS
(Lump Sum Amount in Words)

\$ _____
(Lump Sum Amount in Figures)

3) TRAIL 2A STONE CURB ARMORING CONSTRUCTION: Includes stone curb & rip rap armoring and installation as per the plans and specifications. **UNIT PRICE PER LF**

_____ DOLLARS
(Unit Price per Stone Curb Armoring in Words)

(Unit Price per Stone Curb Armoring in Figures)

Extension for 1,020 LF Stone Curb Armoring \$ _____
(Total Amount in Figures)

4) TRAIL CONSTRUCTION - 2B: Includes 100 LF measured along centerline of trail of sheet pile along Mill Creek Channel and all trail material, and 20 LF measured along centerline of trail of sheet pile, rip-rap at water control structure and 100 LF measured along centerline of trail of stone curb and rip-rap armoring along South Impoundment and installation as per the plans and specifications. **LUMP SUM**

_____DOLLARS
(Lump Sum Amount in Words)

(Lump Sum Amount in Figures)

5) TRAIL CONSTRUCTION- 3B: Includes 135 LF measured along centerline of trail along the North Impoundment and 85 LF measured along the centerline of trail along the Mill Creek Channel of sheet pile; trail material, rip-rap at water control structure and installation as per the plans and specifications. **LUMP SUM**

_____DOLLARS
(Lump Sum Amount in Words)

\$_____
(Lump Sum Amount in Figures)

6) TRAIL CONSTRUCTION- 4: Includes 400 LF measured along centerline of trail including sheet pile, trail surface top course, compacted setting bed and if required compacted common fill; along both sides of trail and installation as per the plans and specifications. **LUMP SUM**

_____DOLLARS
(Lump Sum Amount in Words)

\$_____
(Lump Sum Amount in Figures)

7) TRAIL CONSTRUCTION - 5A: Includes 137 LF measured along centerline of trail including trail surface top course, compacted setting bed, stone curb and rip-rap armoring and if required compacted common fill along both side of trail; 150 LF measured along centerline of trail of sheet pile along South Impoundment and 150 LF measured along centerline of trail of stone curb and rip-rap armoring along Tidal Creek and installation as per the plans and specifications. **LUMP SUM**

_____DOLLARS
(Lump Sum Amount in Words)

\$_____
(Lump Sum Amount in Figures)

8) TRAIL CONSTRUCTION - 5B: Includes 20 LF measured along centerline of trail of sheet pile, rip-rap around water control structure and installation as per the plans and specifications. **LUMP SUM**

_____ DOLLARS
(Lump Sum Amount in Words)

\$ _____
(Lump Sum Amount in Figures)

9) TRAIL CONSTRUCTION -5C: Includes 100 LF measured along centerline of trail of sheet pile along North Impoundment and all trail surfaces if needed and 20 LF measured along centerline of trail of sheet pile along South Impoundment and rip-rap at water control structure, and installation as per the plans and specifications. **LUMP SUM**

_____ DOLLARS
(Lump Sum Amount in Words)

\$ _____
(Lump Sum Amount in Figures)

TOTAL BID AMOUNT NOT TO EXCEED - SUM OF ITEMS 1 THRU 9

_____ DOLLARS
(Total Amount in Words)

\$ _____
(Total Amount in Figures)

DETERMINATION OF THE LOW BIDDER WILL BE BASED ON THE TOTAL NOT TO EXCEED BID AMOUNT SUM OF ITEMS 1 THRU 9 ABOVE.

If a Corporation:

Name of Company _____

Business Address _____

Business Telephone Number _____

Incorporated under the laws of the State of _____

Signature and Title of Bidder _____

(Signature)

(Typed Name)

(Typed Title)

Name of President _____

Name of Secretary _____

Name of Treasurer _____

Date _____

(Affix Corporate Seal Here)

If a Partnership, Individual, or Non-Incorporated Organization:

Name of Company _____

Business Address _____

Business Telephone Number _____

Signature and Title of Bidder _____

(Signature)

(Typed Name)

(Typed Title)

Dated _____

Typed Names and Addresses of Company Members:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Use Additional Sheets if Necessary)

END OF SECTION 00300

SECTION 00410

STATE OF NEW JERSEY
NEW JERSEY MEADOWLANDS COMMISSION

BID BOND FOR CONTRACT LA 14-02

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the New Jersey Meadowlands Commission (NJMC) for the penal sum of \$_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns; effective on the latest date of signature at the end of the above referenced Contract.

The condition of the above obligations is such that whereas the Principal attached hereto and hereby made a part hereof to enter into the above referenced Contract.

NOW THEREFORE:

- If said Bid shall be rejected; or in the alternate,
- If said Bid shall be accepted and the Principal shall execute and deliver a contract on the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for the faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

PRINCIPAL: _____
(Signature)

(Typed Name)

Date: _____

(Typed Address)

SURETY: _____
(Signature)

(Typed Name)

(Typed Firm Name/Address)

SEAL

END OF SECTION 00410

SECTION 00411

STATE OF NEW JERSEY
NEW JERSEY MEADOWLANDS COMMISSION

CONSENT OF SURETY FOR CONTRACT LA 14-02

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, _____
_____ (Name of Surety Company), a corporation organized and existing under the laws of the State of _____ and licensed to do business in the State of New Jersey, certifies and agrees, that if this Contract is awarded to _____ (Name of Bidder) the undersigned corporation will execute the bond or bonds as required by the Contract Documents, and will become Surety in the full amounts set forth in the Contract Documents, for the faithful performance of all obligations of the Contractor.

(Surety)

(Must be accompanied by the usual proof of authority of surety company officers to execute the same).

END OF SECTION 00411

SECTION 00420

STATE OF NEW JERSEY
NEW JERSEY MEADOWLANDS COMMISSION

BIDDERS EXPERIENCE AFFIDAVIT CONTRACT LA 14-02

Any businesses incorporated outside the State of New Jersey shall furnish a certificate proving they are authorized by the Secretary of the State of New Jersey to do business in the State of New Jersey prior to contract award.

The **BIDDER** shall document their experience by completing the form below, or on sheets to be attached. The list shall include **AT LEAST THREE PROJECTS COMPLETED WITHIN THE LAST FIVE YEARS**, which are similar in scope and size to that proposed in this Contract.

All listed subcontractors refer to the individual specifications for qualification requirements to be submitted.

<u>Project Name & Address</u>	<u>Name and # of Contact</u>	<u>Completion Date</u>	<u>Description of Work</u>	<u>Contract Amount</u>
<u>1.</u>				
<u>2.</u>				
<u>3.</u>				

This information will assist the NJMC to judge the bidder's experience, skill, and business standing. **Bidders failing to furnish all the required information may be disqualified.**

The undersigned is (an Individual) (a Partnership) (a Corporation) under the laws of the State of _____, having principal offices at _____.

(Signature)

(Typed Name)

Date: _____

(Typed Address)

END OF SECTION 00420

END OF SECTION 00424

STATE OF NEW JERSEY
NEW JERSEY MEADOWLANDS COMMISSION

BIDDER'S DISCLOSURE FORM FOR CONTRACT LA 14-02

*PURSUANT TO THE PROVISIONS OF CHAPTER 33
OF THE LAWS OF 1977, ALSO KNOWN AS NJSA 52:25-24.2
WHICH BECAME EFFECTIVE MARCH 8, 1977.*

Each Bidder shall furnish below the names and home address of all stockholders of the corporation who own 10% or more of the stock of said corporation; or in case of a partnership, the Bidder is to furnish the names and addresses of all partners who have a 10% or greater interest in the partnership.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION 00424

SECTION 00426

STATE OF NEW JERSEY
NEW JERSEY MEADOWLANDS COMMISSION

BIDDER'S AFFIDAVIT OF AUTHORIZATION FOR CONTRACT LA 14-02

State of _____

ss:

County of _____

_____ (Name of Bidder), being duly sworn, deposes and says that:

- he/she resides at _____;
- he/she is the _____ (Title) who signed the Bid Forms for this Contract;
- he/she is duly authorized to sign, and that the Bid is a true offer of the Bidder, and the seal attached is the seal of the Bidder; and,
- all the declarations and statements contained in the Bid are true to the best of his/her knowledge and belief.

(Signature)

(Typed Name)

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

(Notary Public)

My commission expires _____, 20__

END OF SECTION 00426

SECTION 00428

STATE OF NEW JERSEY
NEW JERSEY MEADOWLANDS COMMISSION

MORAL INTEGRITY AFFIDAVIT FOR CONTRACT LA 14-02

State of _____

ss:

County of _____

I, _____ (Name), the _____ (Title)
of _____ (Company), being first duly sworn, depose
and say that:

1. the above named company has submitted a bid regarding this Contract to the New Jersey Meadowlands Commission;

2. the above named company wishes to demonstrate moral integrity to the satisfaction of the New Jersey Meadowlands Commission;

3. as of the day of signing this Affidavit, neither the above named company nor any of its owners, officers, or directors are involved in any Federal, State, or other governmental investigations concerning criminal or quasi-criminal violations, except as follows (If none, so state): _____

4. neither the Company nor any of its owners, officers, or directors have ever committed any violation of a Federal or State criminal or quasi-criminal statute, except as follows (If none, so state): _____

5. neither the Company nor any of its owners, officers or directors have ever been suspended, disbarred or otherwise declared ineligible by any agency or government from bidding or contracting to provide services, labor, material or supplies except as follows (If none, so state): _____

6. neither the Company nor any of its owners, officers or directors have ever been involved in any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years except as follows (if applicable set forth the nature and status of the investigation and, for any litigation, the caption of the action, a brief description of the action, date of inception, current status and, if applicable, disposition (If none, so state): _____

the law and that it will also constitute a material breach of my agreement with the NJMC and that the NJMC may declare any contract(s) resulting from this certification void and unenforceable.

(Signature)

(Typed Name)

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

(Notary Public)

My commission expires _____, 20__

END OF SECTION 00428

SECTION 00480

STATE OF NEW JERSEY
NEW JERSEY MEADOWLANDS COMMISSION

NON-COLLUSION AFFIDAVIT FOR CONTRACT LA 14-02

State of _____

ss:

County of _____

I, _____ (Name), of the municipality of _____
in the County of _____ and the State of _____ being
first duly sworn, depose and say that:

- I am the _____ (Title) of the firm _____
the Bidder making the Bid for this Contract.
- I execute the Bid with the full authority to do so.
- 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.
- All statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the New Jersey Meadowlands Commission relies upon the truth of the statements contained in the Bid and this affidavit in awarding this Contract.

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 commercial or selling agencies maintained by the Bidder.

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

(Type or print name under signature)

(Notary Public)

My commission expires _____, 20__

END OF SECTION 00480

STATE OF NEW JERSEY
NEW JERSEY MEADOWLANDS COMMISSION

[illegible]

SECTION 00484

STATE OF NEW JERSEY
NEW JERSEY MEADOWLANDS COMMISSION

**PROOF OF REGISTRATION WITH THE PUBLIC WORKS CONTRACTOR
REGISTRATION ACT - DEPARTMENT OF LABOR FOR CONTRACT LA 14-02**

The Bidder shall provide proof of valid registration with the Public Works Contractor
Registration Act. A copy of the registration for the Bidder and for **all listed subcontractors**
shall be attached to this form.

END OF SECTION 00484

SECTION 00485

STATE OF NEW JERSEY
NEW JERSEY MEADOWLANDS COMMISSION

**NOTICE TO ALL BIDDERS OF SET-OFF FOR STATE TAX
FOR CONTRACT LA 14-02**

Please be advised that, pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods and services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership or S corporation. The amount of the set off shall not allow for the deduction of expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable to the State, pursuant to P.L. 1987, c. 184 (c. 52:32-32 et seq.), to the taxpayer shall be stayed.

"I HAVE BEEN ADVISED OF THIS NOTICE"

Company: _____

Signature: _____

Print or Type Name of Signer: _____

Print or Type Title of Signer: _____

Date: _____

END OF SECTION 00485

SECTION 00486

STATE OF NEW JERSEY
NEW JERSEY MEADOWLANDS COMMISSION

CORPORATE RESOLUTION FORM FOR CONTRACT LA 14-02

BE IT RESOLVED, By the Board of Directors of _____

that the president (_____) be and hereby is authorized to make,
execute and deliver a contract FOR: with the New Jersey Meadowlands Commission
and that the Secretary (_____)

be and hereby is authorized to attest to the execution of the same and affix the corporate
seal thereto.

BOARD OF DIRECTORS

SECRETARY

(SEAL)

I HEREBY CERTIFY that the foregoing is an exact copy of a Resolution by the BOARD
of Directors of

(_____) adopted at a (_____) , meeting held
on _____
_____ at which quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of

(_____)

this _____ day of _____ 20____.

SECRETARY

(SEAL)

END OF SECTION 00486

NEW JERSEY MEADOWLANDS COMMISSION

ONE DE KORTE PARK PLAZA, LYNDHURST, NEW JERSEY 07071

Mill Creek Marsh

FEMA # 4086 - PW 4107

Sandy Recovery Project

NUMC CONTRACT NO. LA - 14-02

Issue Date: September 3, 2014

SHEET INDEX	
NO.	TITLE
	Cover Sheet: Location Map/Project Site/Site Access & Staging Area
1	Trail Segment # 2A & 2B
2	Trail Segment # 3A & 3B
3	Trail Segment # 4
4	Trail Segment # 5A
5	Trail Segment # 5B & 5C
6	Details

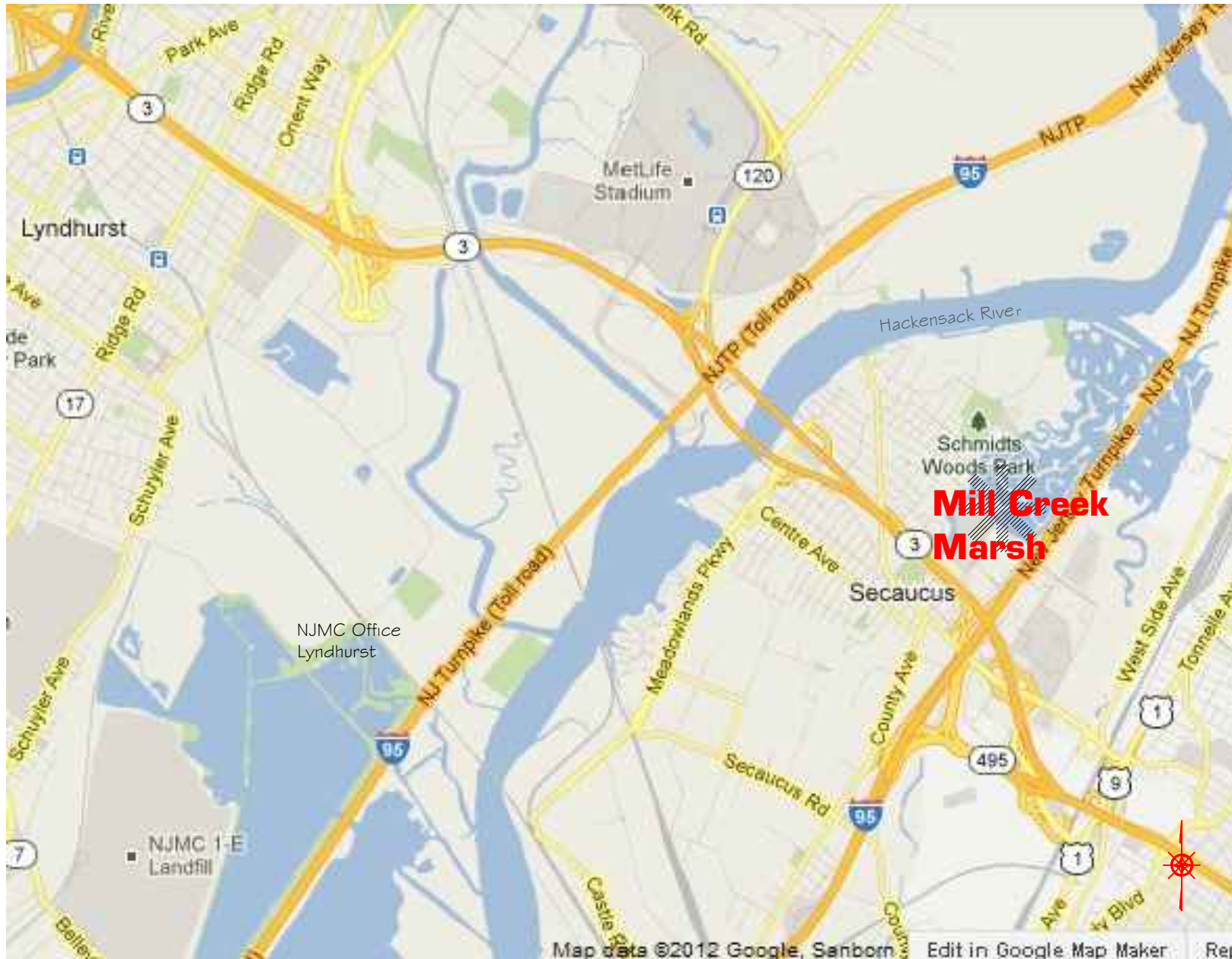
DIRECTIONS TO PROJECT SITE FROM RT 3

- Follow signs to Secaucus toward Harmon Meadow Blvd - Mill Creek Mall (Rt 3 Service Rd. parallel to Rt. 3.)
- Travel north on Harmon Meadow Blvd to end
- Turn left onto Park Plaza Place (Sam's Club)
- Go over bridge overpass to Bob's Discount Furniture parking area (3 Mill Creek Drive, Secaucus NJ 07094)
- Pedestrian entry gate at fence along parking area



Project Site

Not to Scale



Location Map

Not to Scale



Detail: Site Access & Project Storage Area

1" = 50'

Scope of Work

SI - South Impoundment / NI - North Impoundment

MCC - Mill Creek Channel/ TC - Tidal Channel/ WCS - Water Control Structure

Trail Section	Start Station Point	End Station Point	Trail Construction: Measured along Centerline (CL) of Trail -typ.	Stone Curb # Rip-Rap Armoring along CL	Stabilization (Rip-Rap & Sheet Pile) @ Water Control Structure (WCS)	Vinyl Sheet Pile from CL
2A	5 +93	11 +00	507 LF	1,014 LF both sides of trail	-	-
2B	11 +00	12 +00	Trail top dressing	100 LF SI	WCS -A SI	Total 120 LF (100 LF @ MCC) (20 LF @ SI)
3A No Work	-	-	-	-	-	-
3B	MCC 17+40 NI 17+90	MCC 18+75 NI 18+75	Trail top dressing	-	WCS -C NI	Total 220 LF (135 LF @ NI) (85 LF @ MCC)
4	50+50	54+50	400 LF	-	-	Total 800 LF (400 LF @ SI) (400 LF @ TC) (150 LF @ SI)
5A	56+13 57+50 66+80	57+50 59+00 67+00	287 LF	274 LF both sides of trail 150 LF (TC)	-	20 LF WCS @ SI
5B	66+80 69+50	67+00 70+50	Trail top dressing	-	WCS -B SI	Total 120 (20 LF @ SI) (100 LF @ NI)
5C	66+80 69+50	67+00 70+50	Trail top dressing	-	WCS -D SI	Total 120 (20 LF @ SI) (100 LF @ NI)
Total (Approximate)			1,194 LF	1,538 LF	(4) WCS	1,430 LF

Site Access & Project Storage Area

- No NJ Soil Erosion and Sediment Control Permit is required for the contract.
- All materials to be delivered to the 20' by 100' staging area.
- No delivery vehicles shall be allowed onto the trail - only construction vehicles shall be allowed onto the trail.
- A crushed stone tracking pad 8' (ex trail width) by 50' shall be installed at work site entrance. Stone to be 1"-2 1/2" crushed angular stone (ASTM 2 or 3) w/ a min. depth of 6" thick.
- The service road surrounding the staging area shall be kept clean and sweep daily.
- Contractor to provide all security measures to protect work and materials and prevent un-authorized personnel from entering the site.



1 DeKorte Park Plaza, Lyndhurst, NJ 07071

LANDSCAPE ARCHITECTURE GROUP

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Joanne Monti DiLorenzo, ASLA, IIA NJ - AS00072600
Isa G. Cameron, ASLA, IIA NJ - AS00074700

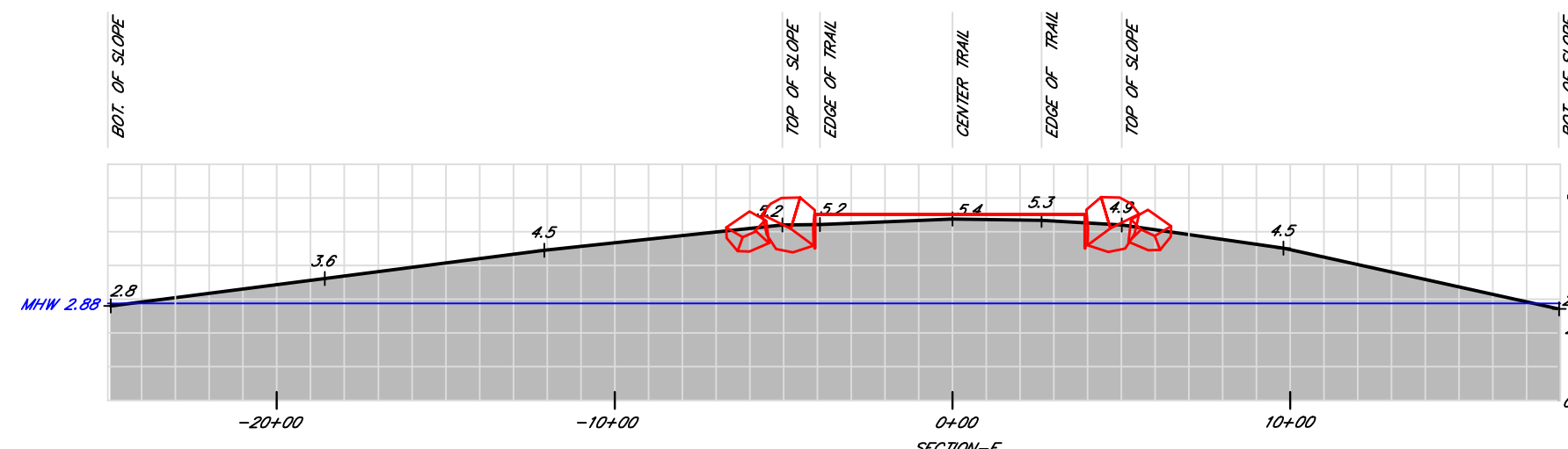
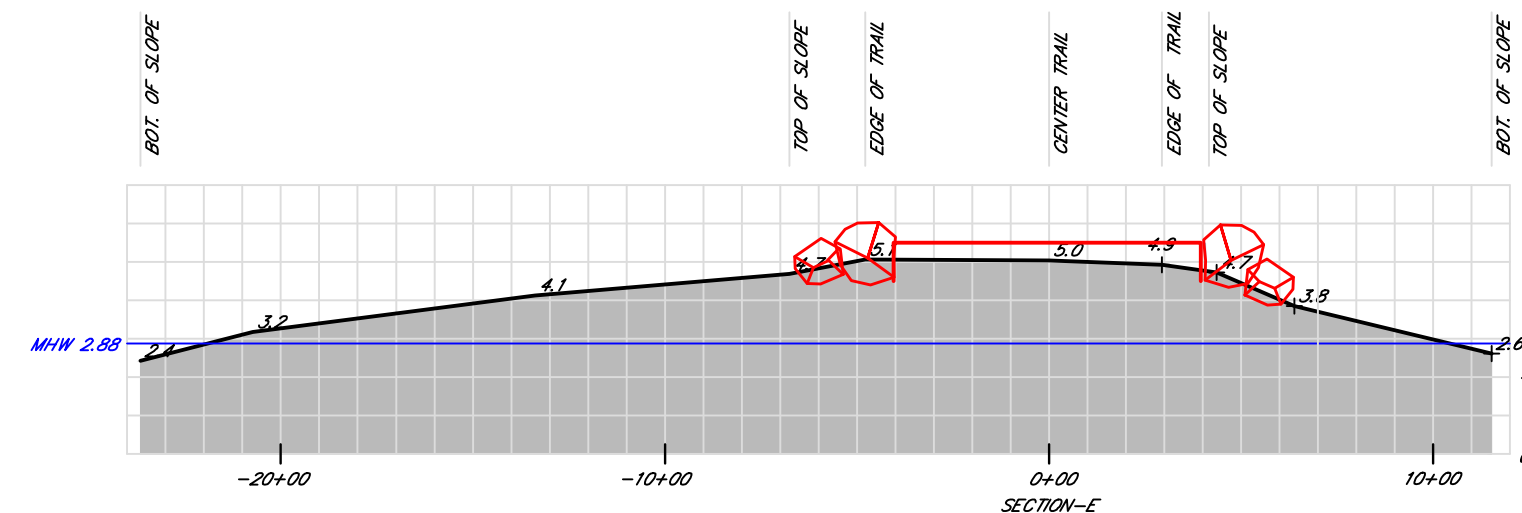
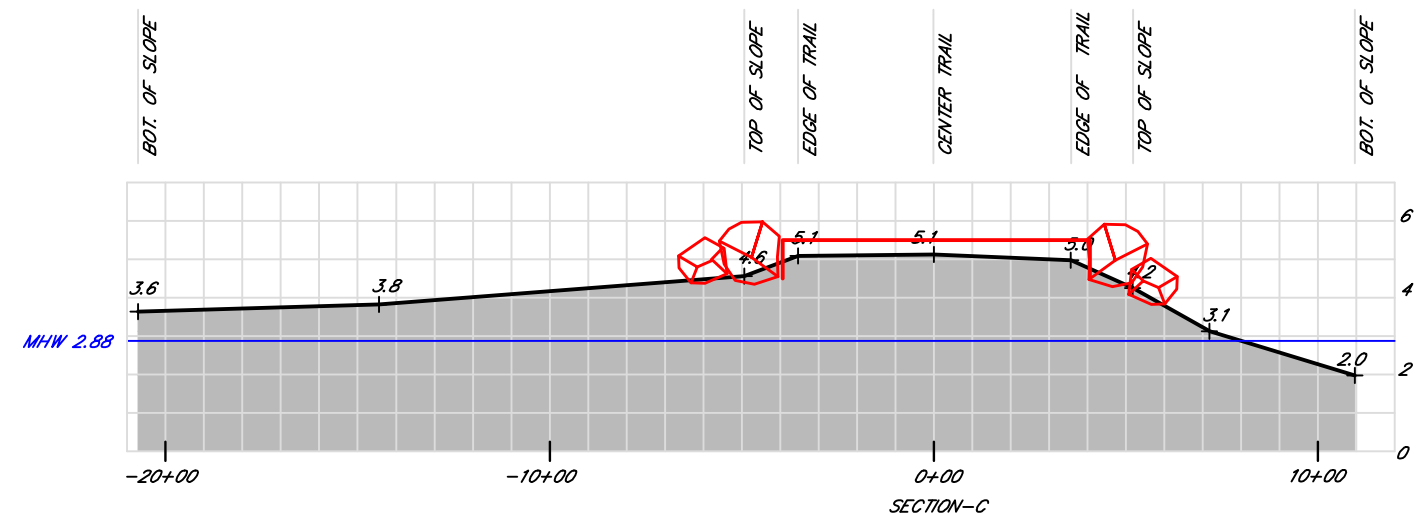
Katherine Weidel
Katherine Weidel, FASLA, IIA

2.26.14

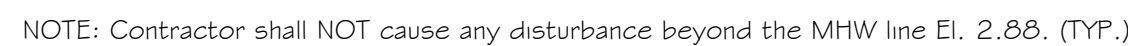
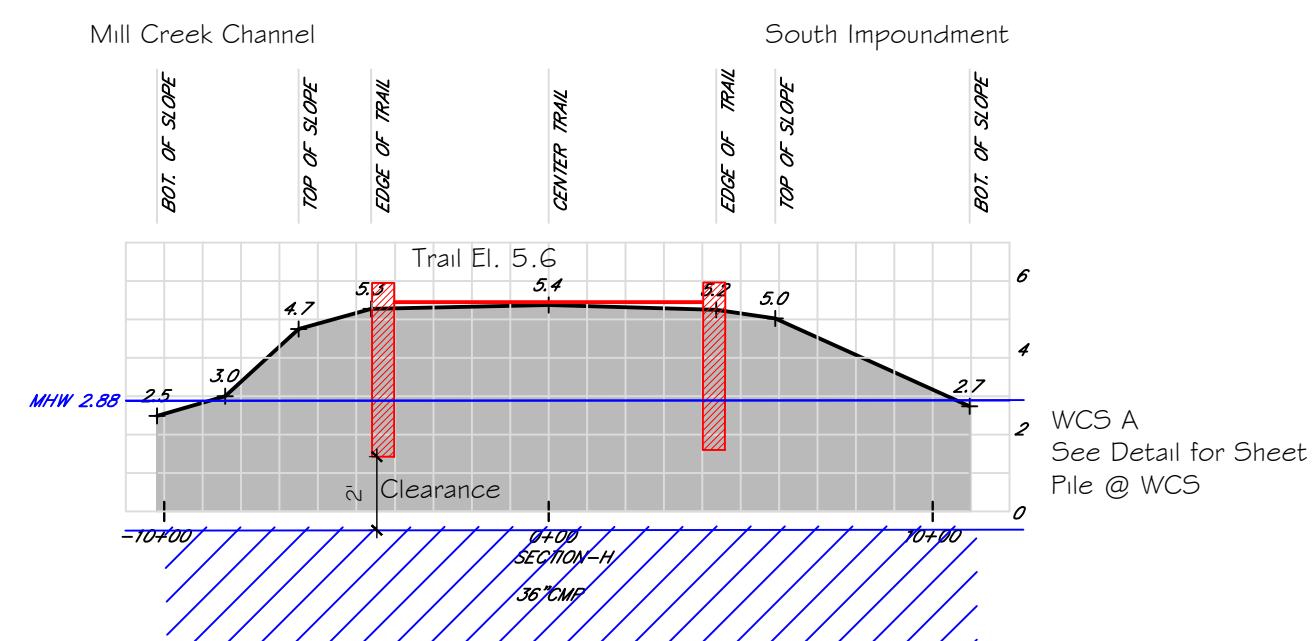
DATE



Pictures of Storage Area and Trail Access to Project Area



NOTE:
Contractor shall place boulders "hand tight" to form a uniform curb approximately 6" above trail elevation. Armor side slopes w/ rip-rap as needed to retain trail in locations as specified on the plan, sections & detail.

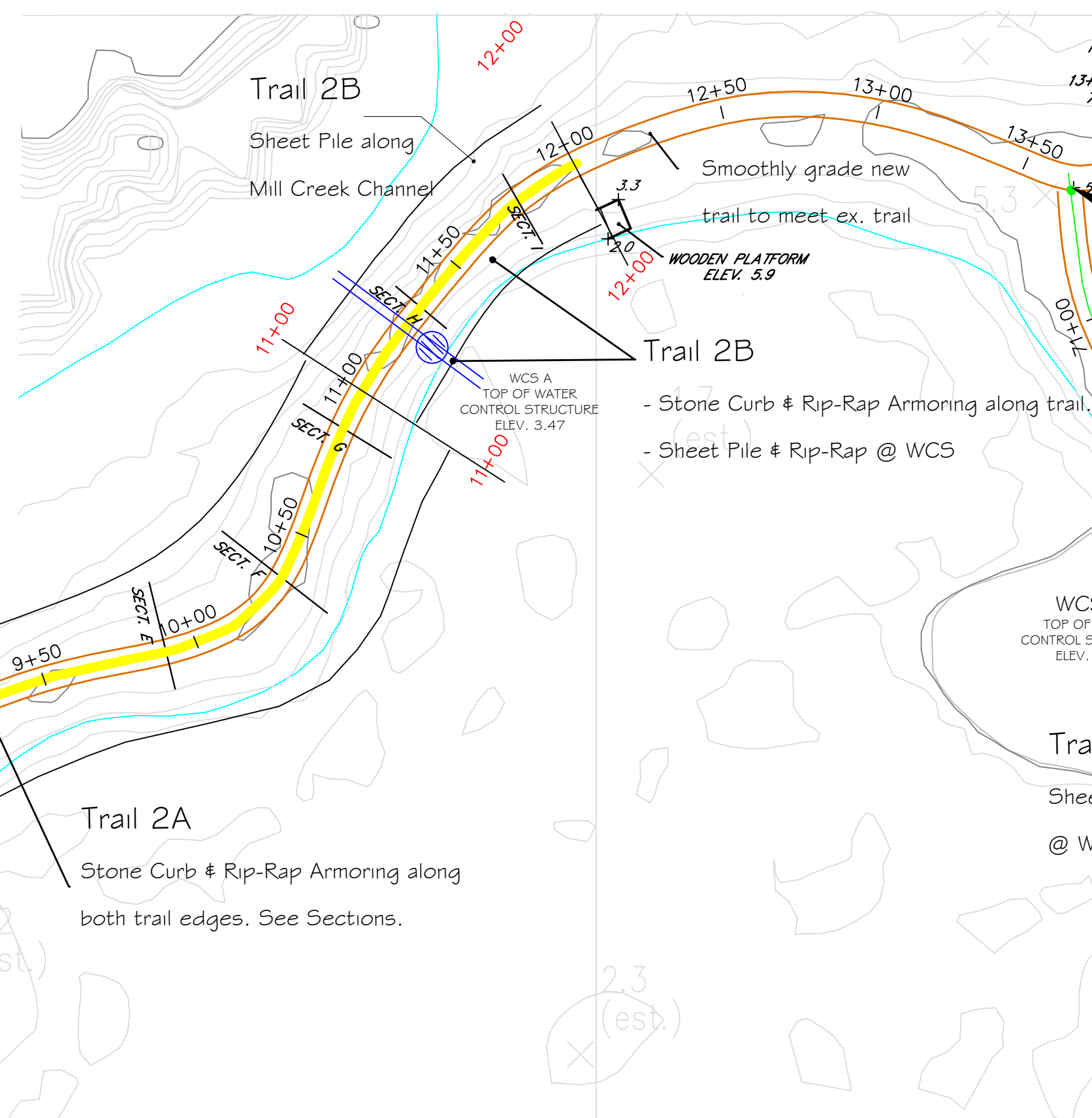


④ $1'' = 40' 0''$



SI – South Impoundment / NI – North Impoundment						
MCC – Mill Creek Channel TC – Tidal Channel WCS – Water Control Structure						
Trail Section	Start Station Point	End Station Point	Trail Construction: Measured along Centerline (CL) of Trail-type	Stone Curb & Rip-Rap Armoring along CL	Stabilization (Rip-Rap & Sheet Pile @ Water Control Structure (WCS))	Vinyl Sheet Pile from CL
2A	5 +93	11 +00	507 LF	1,014 LF both sides of trail	-	-
2B	11 +00	12 +00	Trail top dressing	100 LF SI	WCS – A S ₁ S ₂	Total 120 LF (100 LF @ MCC) (20 LF @ SI)

5 Trail Segment 2 Stationing w/ Scope of Work
Submit lay-out plan for approval.



REFERENCES:

1. Trail elevations and cross sections provided by Brevard Surveying and Mapping, Inc. Orange, NJ 973-865-26254. Mill Creek Marsh Trail Survey Dated 3.27.2014.
2. Topography based on CAD file provided by the New Jersey Meadowlands Commission, titled "2009 topo".
3. Elevations based on the North American Vertical Datum of 1988 (NAVD88).
4. The contractor shall use the on-site control bolts located on the bridges to establish vertical control.
5. It is noted that due to settlement and other natural forces, the existing base map contours are approximate. Contractor to verify the grades as needed.

KEY:

MCC - Mill Creek Channel
SI - South Impoundment
NI - North Impoundment
TC -Tidal Channel
WCS - Water Control Structure

drawn
checked
scale



NEW JERSEY MEADOWLANDS COMMISSION

1 Dekorte Park Plaza, Lyndhurst, NJ 07021

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Uma G. Cammarone, ASLA, IAA
NJ - AS00074700

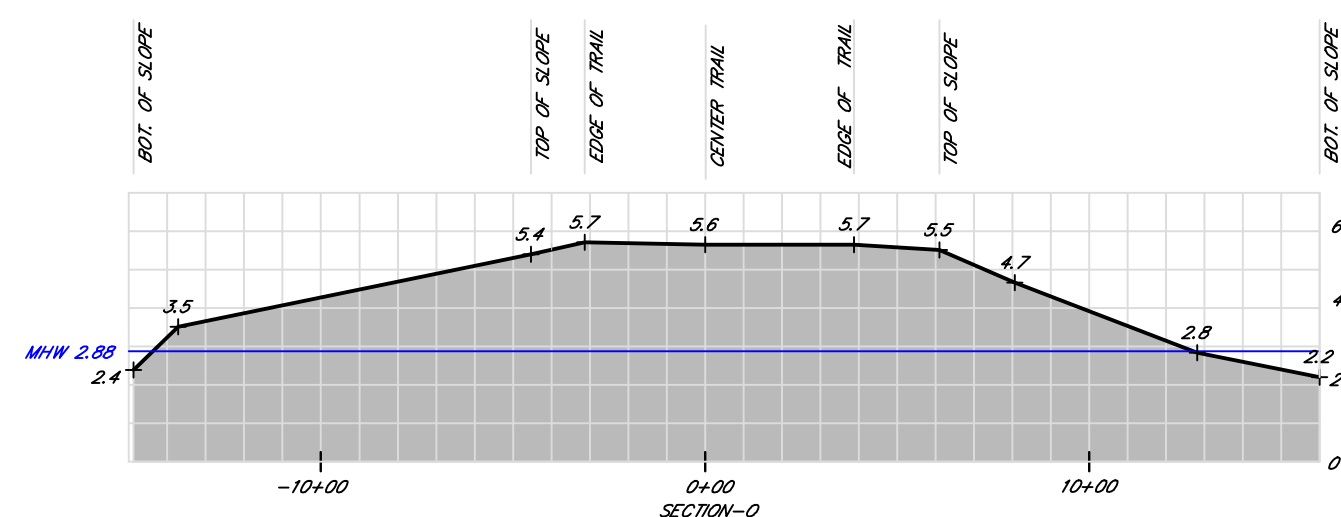
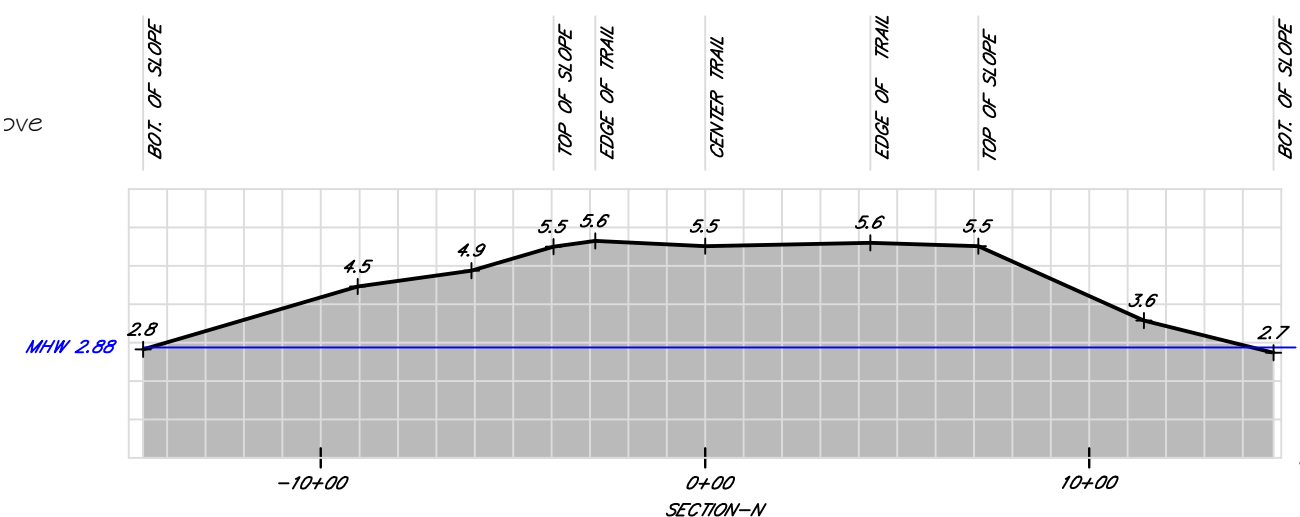
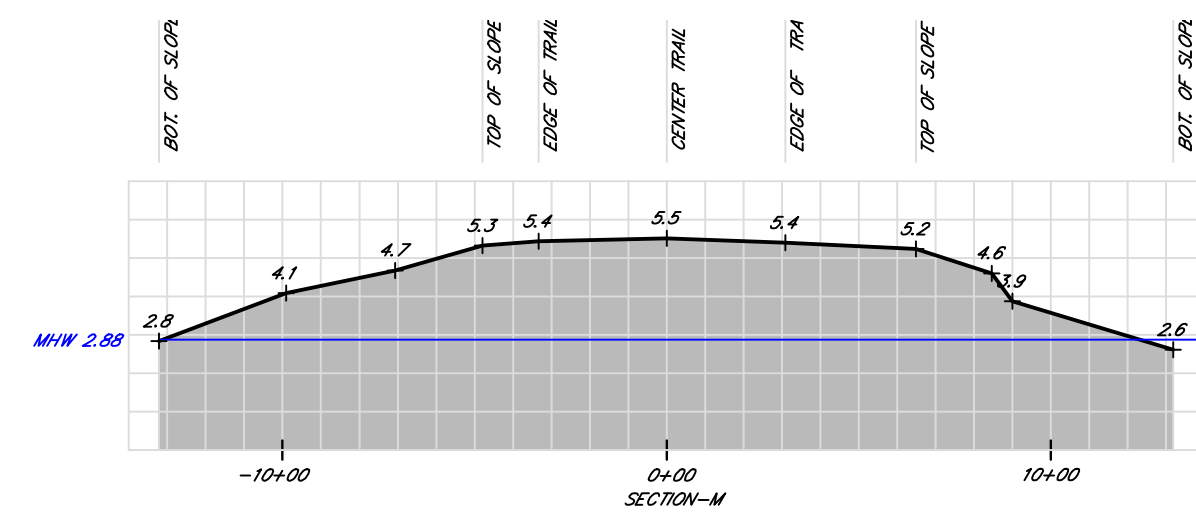
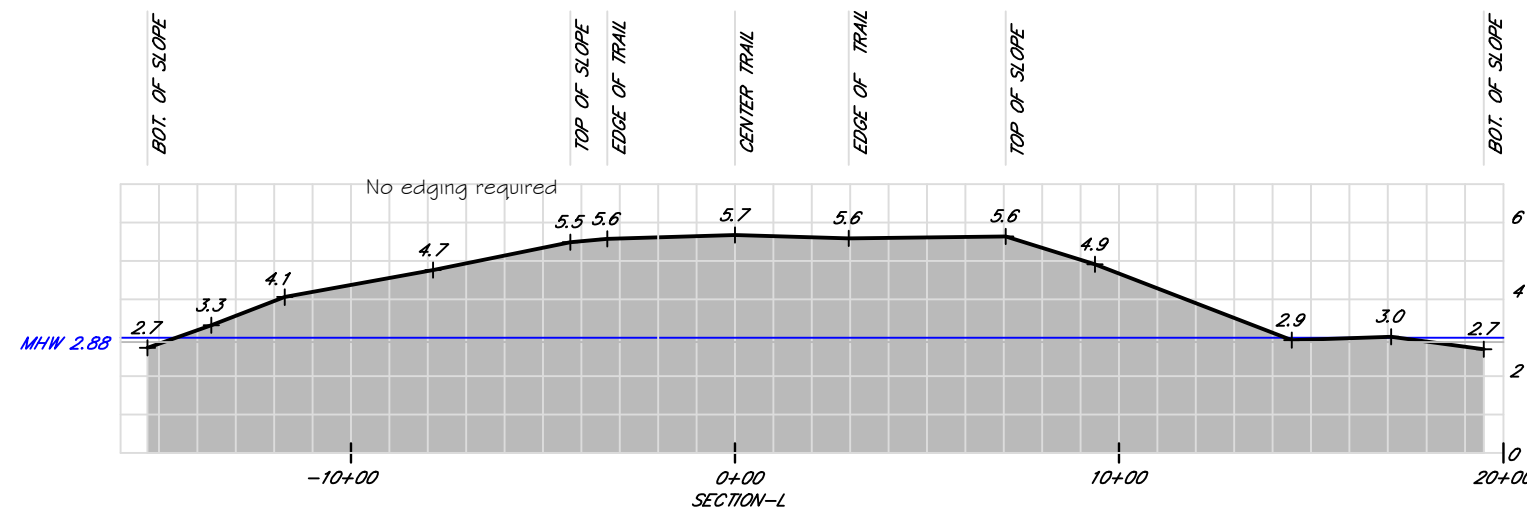
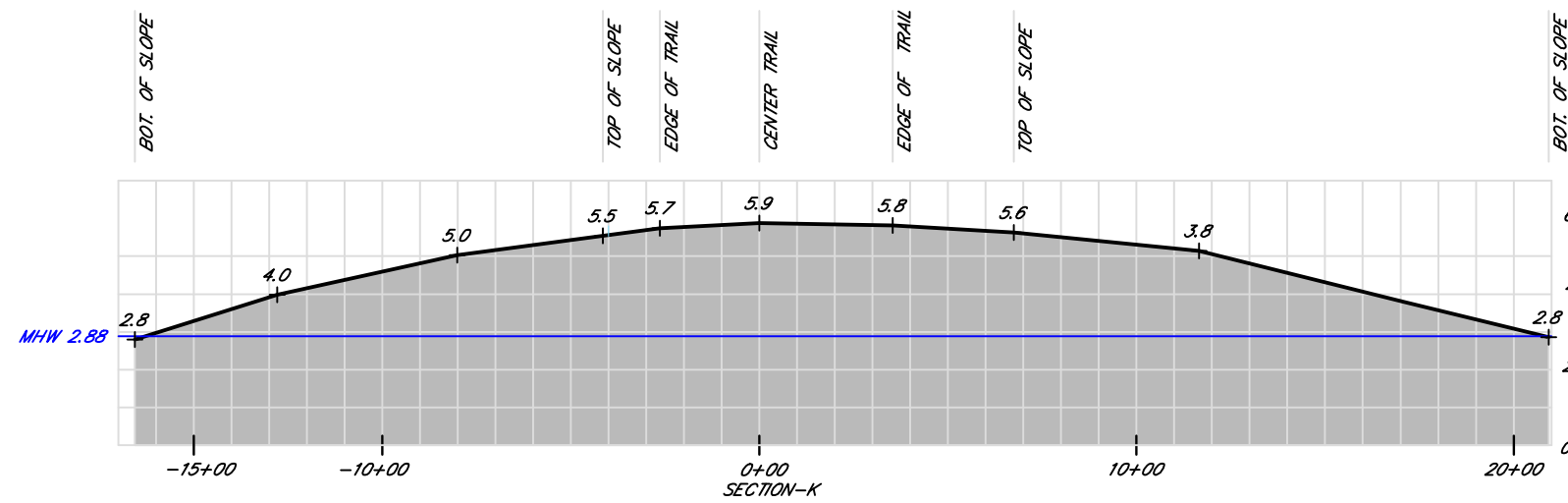
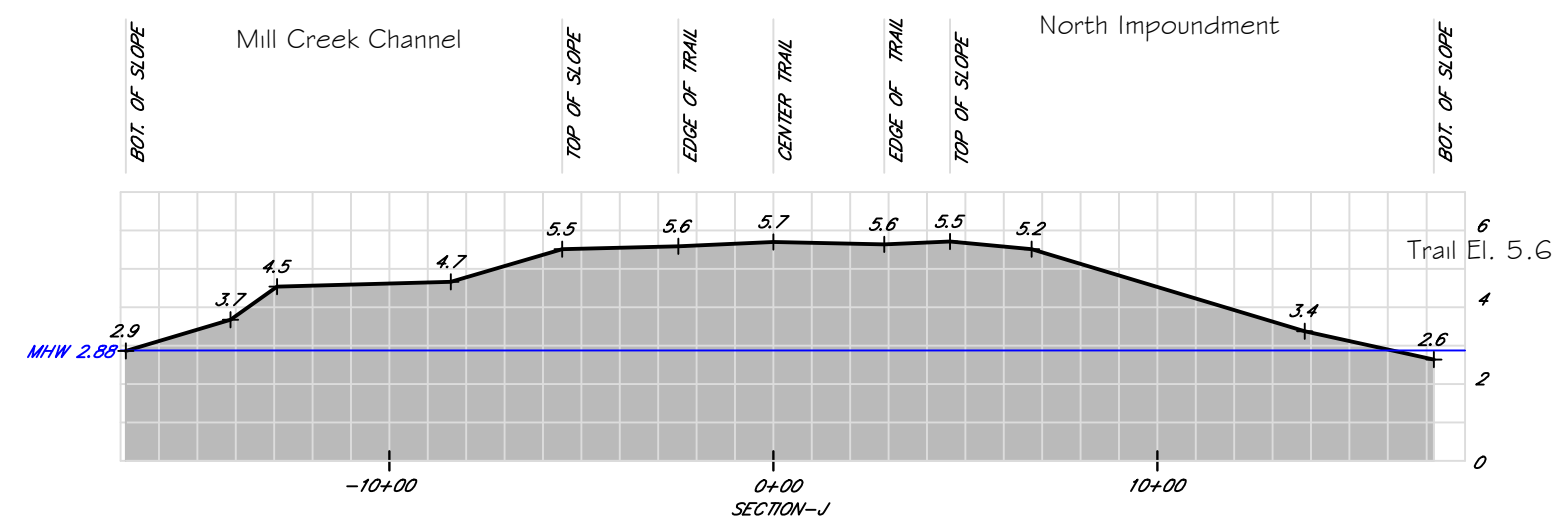


drawn	KW	appvd	KW
checked		date	September 3, 2014
scale	As Noted		

Trail Segment
#2A & 2B

project no.	sheet no.
LA-14-02	1 of 6

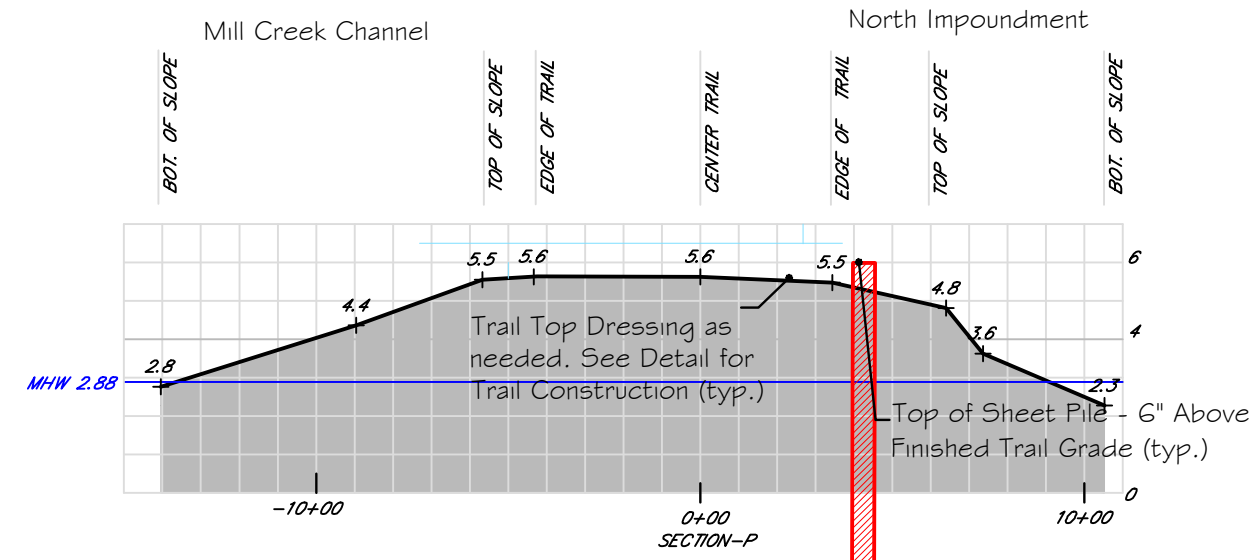
NOTE: Contractor shall NOT cause any disturbance beyond the MHW line El. 2.88, (TYP.)



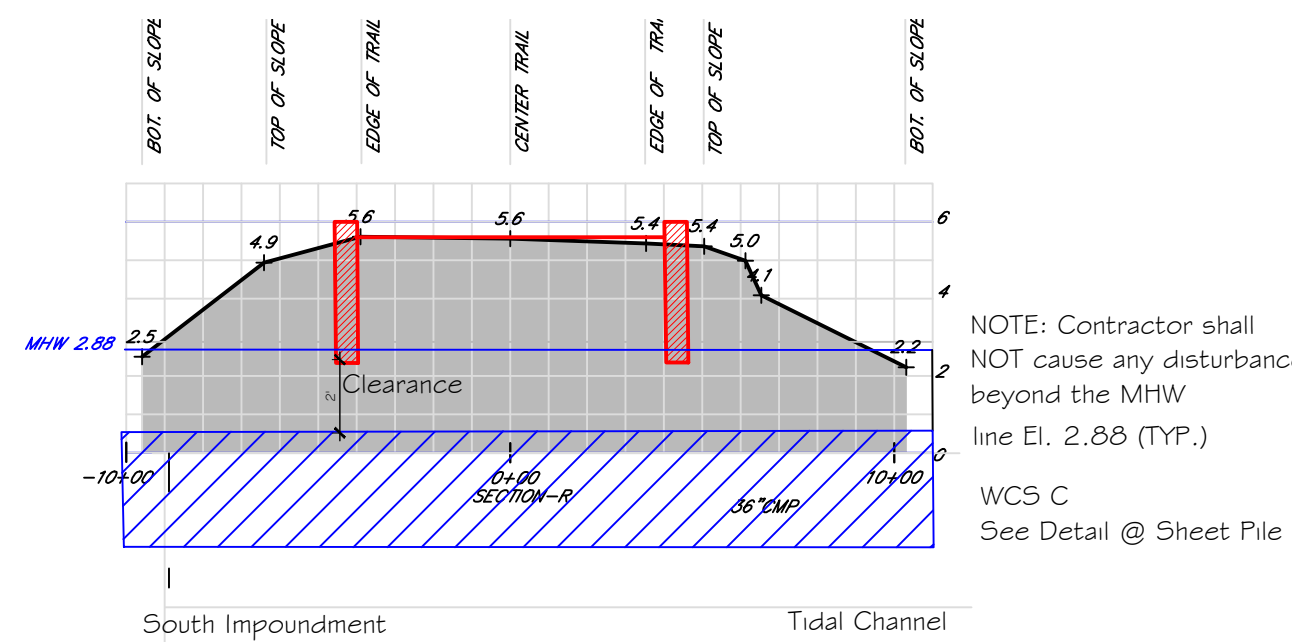
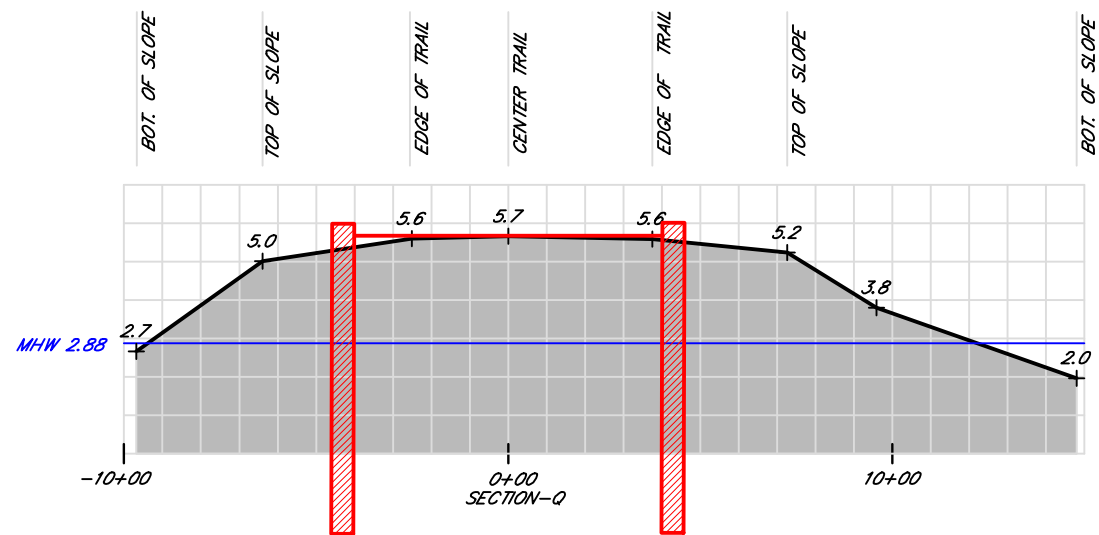
Trail Segment #3 A: Cross Section J - O

H: 1"=5'-0" V: 1"=5'-0"

NOTE: Ex. No work required in this section. Protect trail from any damage. Trail to be restored to existing conditions if disturbed.



NOTE: Contractor shall NOT cause any disturbance beyond the MHW line El. 2.88, (TYP., for all Work)

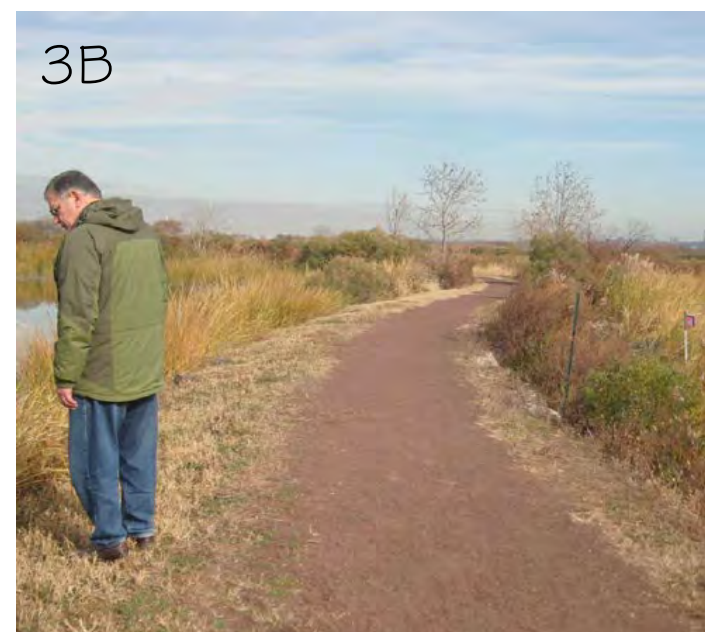


NOTE: Contractor shall NOT cause any disturbance beyond the MHW line El. 2.88 (TYP.)

WCS C See Detail @ Sheet Pile

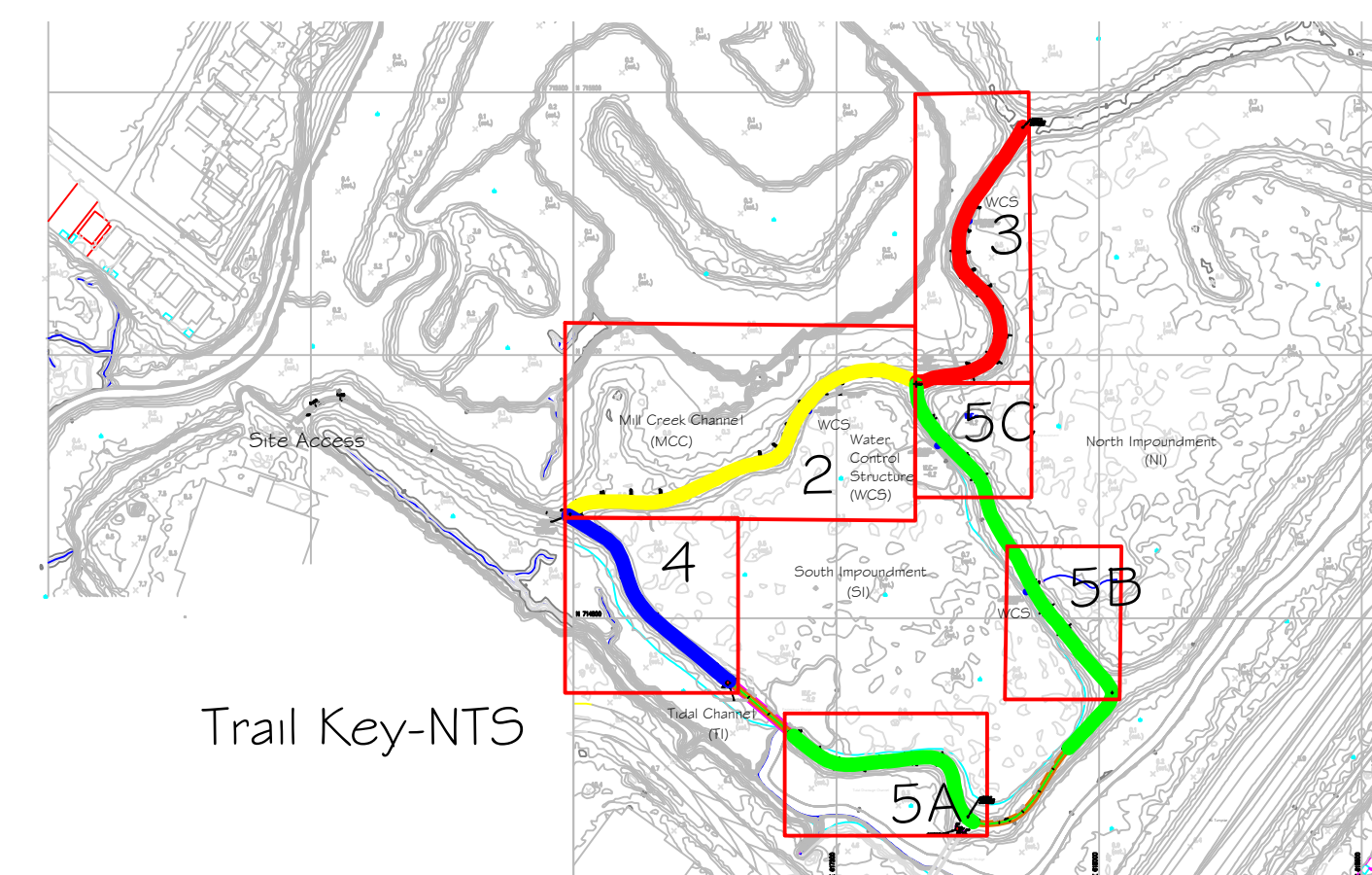
Trail Segment 3B: Cross Section P-R

H: 1"=5'-0" V: 1"=5'-0"



Trail Segment 3A & 3B Existing Pictures

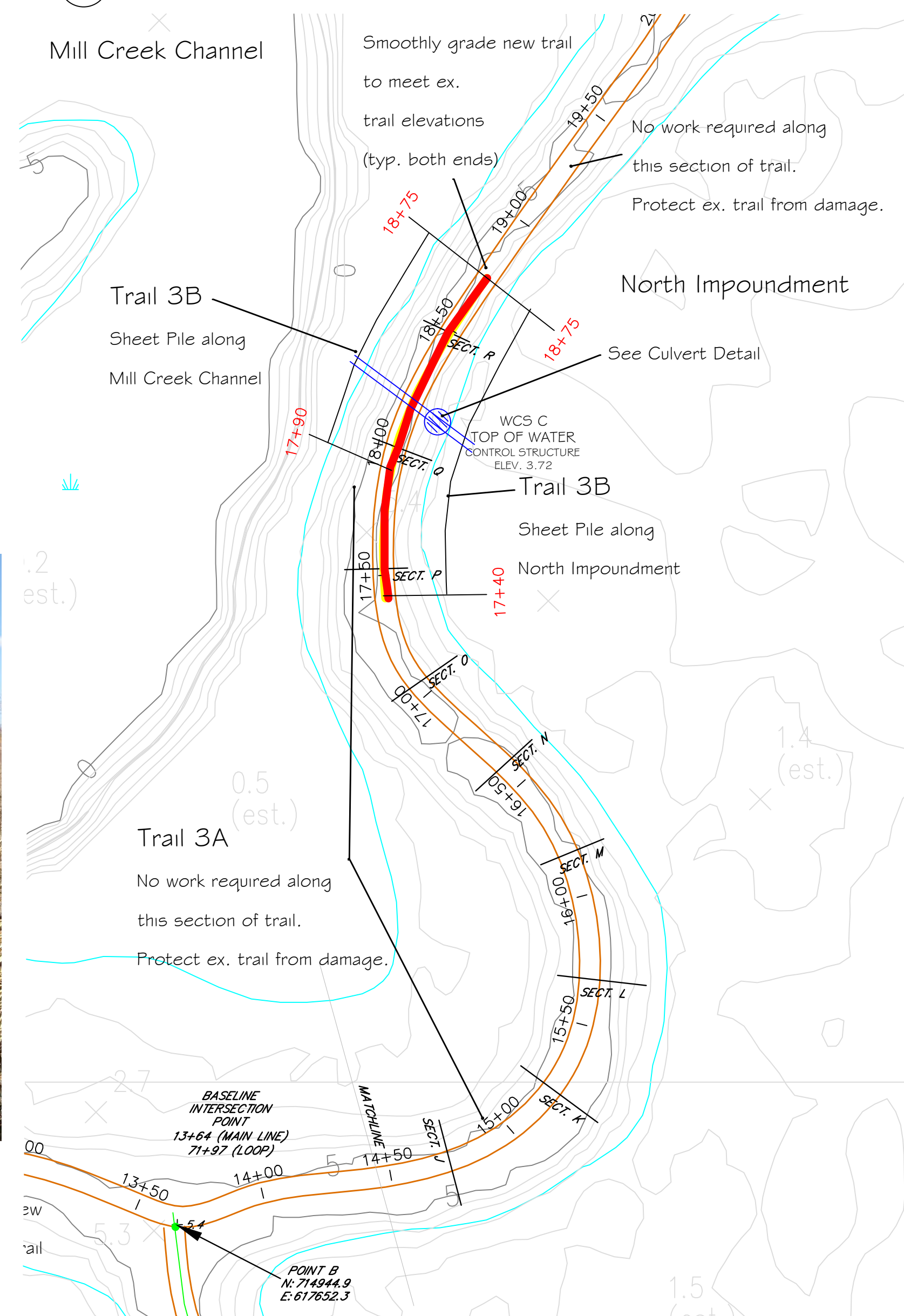
NOTE: Contractor to make every effort not to disturb existing spartina wetland grasses growing along trail embankments. Remove existing vegetation within 8' wide trail as needed.



Trail Section	Start Station Point	End Station Point	Trail Construction: Measured along Centerline (CL) of Trail-type	Stone Curb & Rip-Rap Armoring along CL	Rip-Rap @ Water Control Structure (WCS)	Vinyl Sheet Pile from CL
3A	No Work	-	-	-	-	-
3B	MCC 17+40 NI 17+80	MCC 18+75 NI 18+75	Trail top dressing	-	WCS-C NI	Total 220 LF (135 LF @ NI) (85 LF @ MCC)

SI - South Impoundment / NI - North Impoundment
MCC - Mill Creek Channel/ TC - Tidal Channel/ WCS - Water Control Structure

Trail Segment 3A & B Stationing w/ Scope of Work



Trail Segment #3A & B

1" = 40' 0"

revisions

issue

date

REFERENCES:

1. TRAIL ELEVATIONS AND CROSS SECTIONS PROVIDED BY BREVARD SURVEYING AND MAPPING, INC. ORANGE, NJ 973-865-26254 - MILL CREEK MARSH TRAIL SURVEY DATED 3.27.2014.

2. TOPOGRAPHY BASED ON ACAD FILE PROVIDED BY THE NEW JERSEY MEADOWLANDS COMMISSION, TITLED "2009 TOPO"

3. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.

4. PROJECT DATUM - HORIZONTAL N.A.D. 83

KEY:

MCC - Mill Creek Channel

SI - South Impoundment

NI - North Impoundment

TC - Tidal Channel

WCS - Water Control Structure

NEW JERSEY MEADOWLANDS COMMISSION

drawn

checked

scale

NEW JERSEY MEADOWLANDS COMMISSION

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Katherine Weikel, FASIA, IIA, NSI A50001580

Jessamine Nichols, ASIA, IIA, NSI A500072600

Dina G. Costantino, ASIA, IIA, NSI A500074700

2.28.14

DATE

drawn

checked

scale

KW

date

September 3, 2014

Mill Creek Marsh Trail

Sandy Recovery Project

Block 185, Lot 203 Town of Secaucus

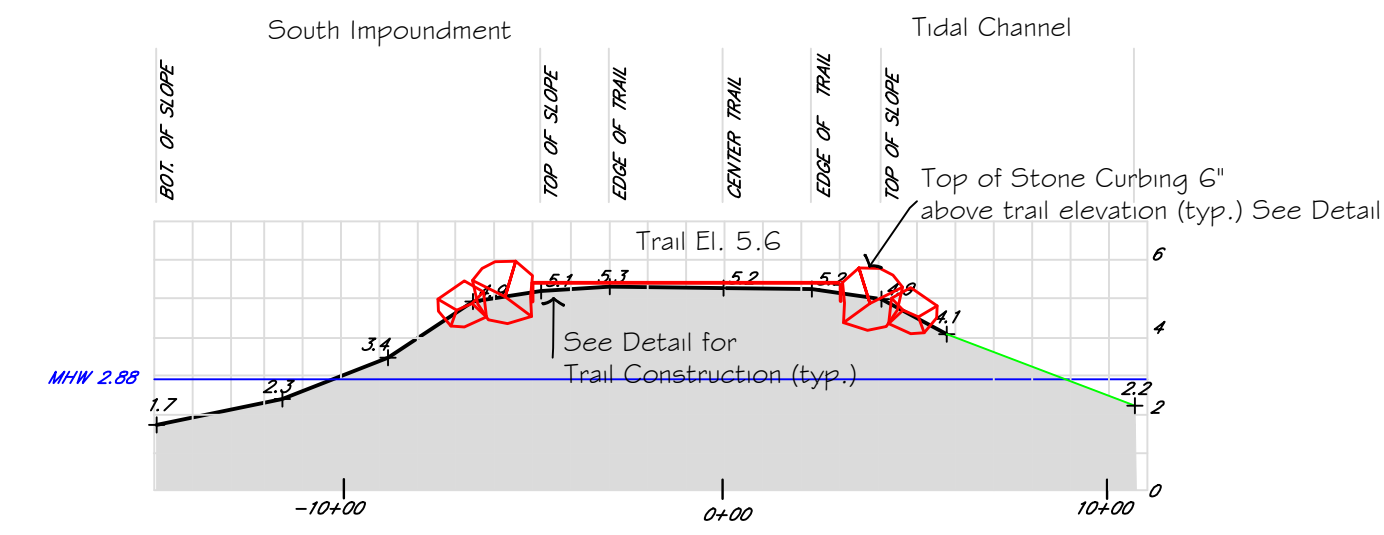
Trail Segment #3A & 3B

project no.

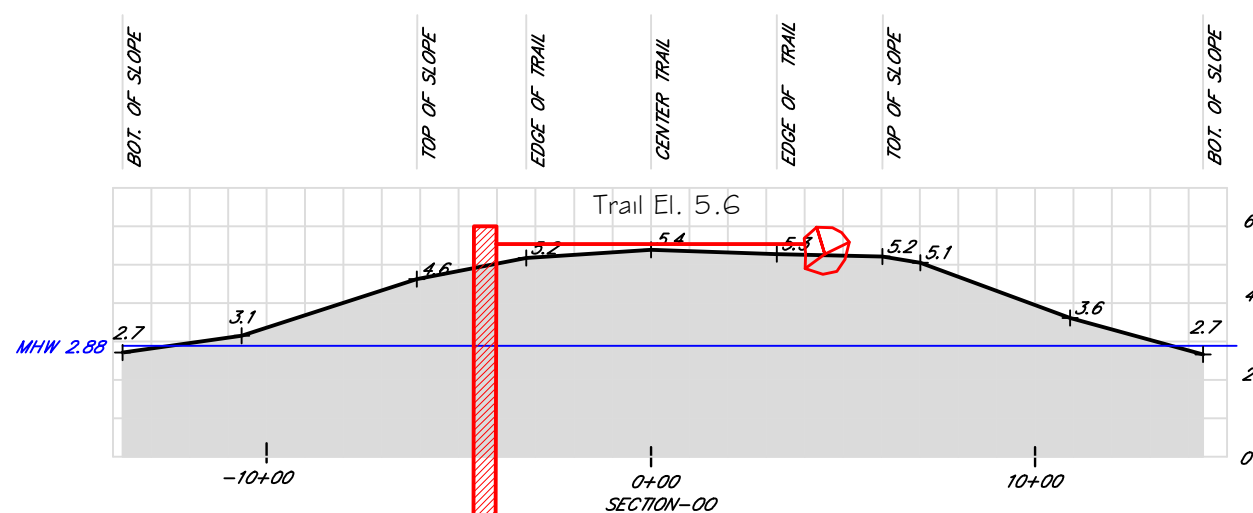
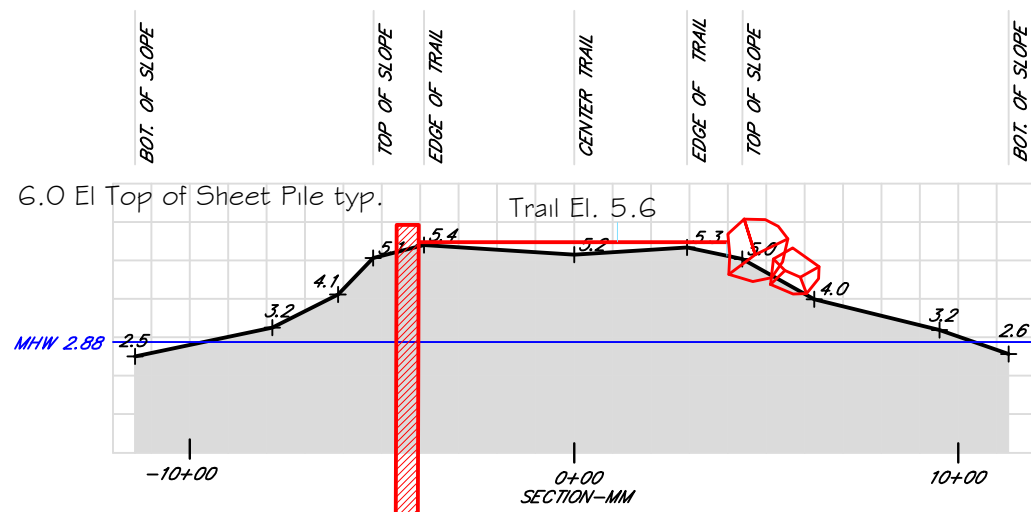
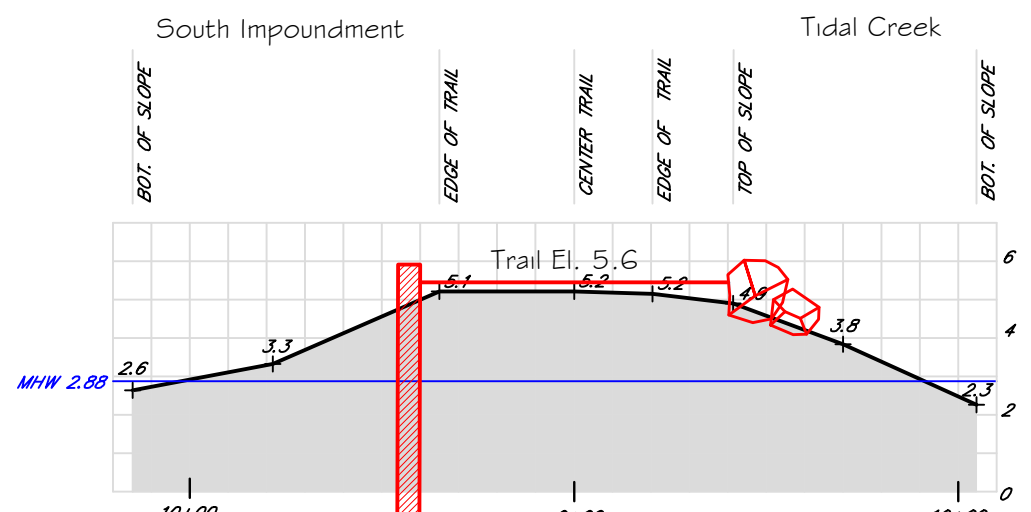
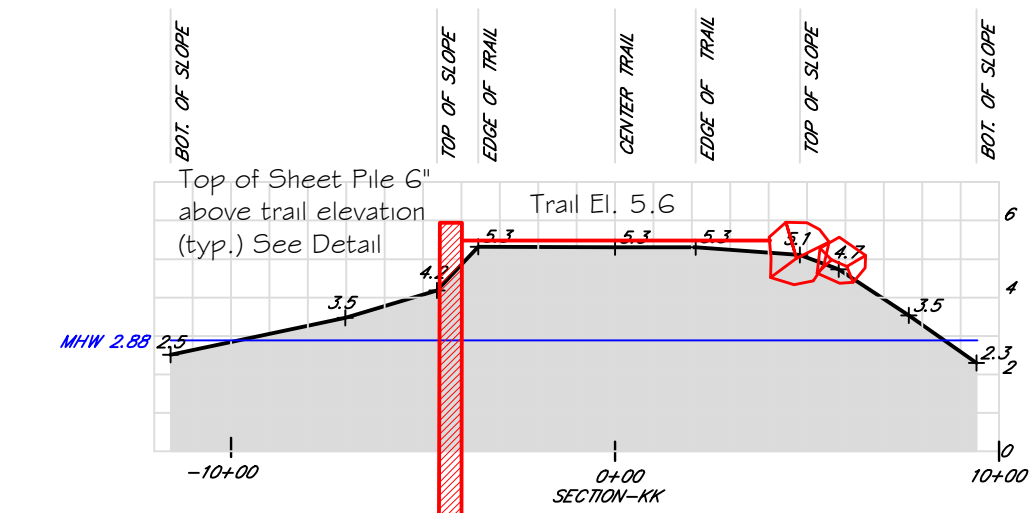
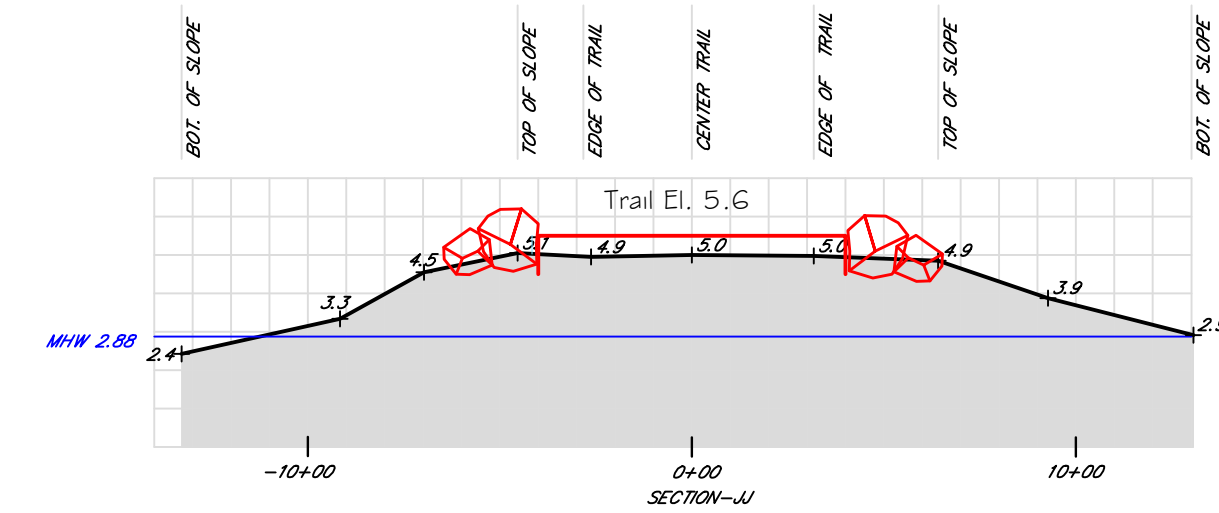
LA-14-02

sheet no.

2 of 6



NOTE: Contractor shall NOT cause any disturbance beyond the MHW line El. 2.88. (TYP. for all Work)



1 Trail Segment #5A Cross Section II - 00
H: 1"=5'-0" V: 1"=5'-0"



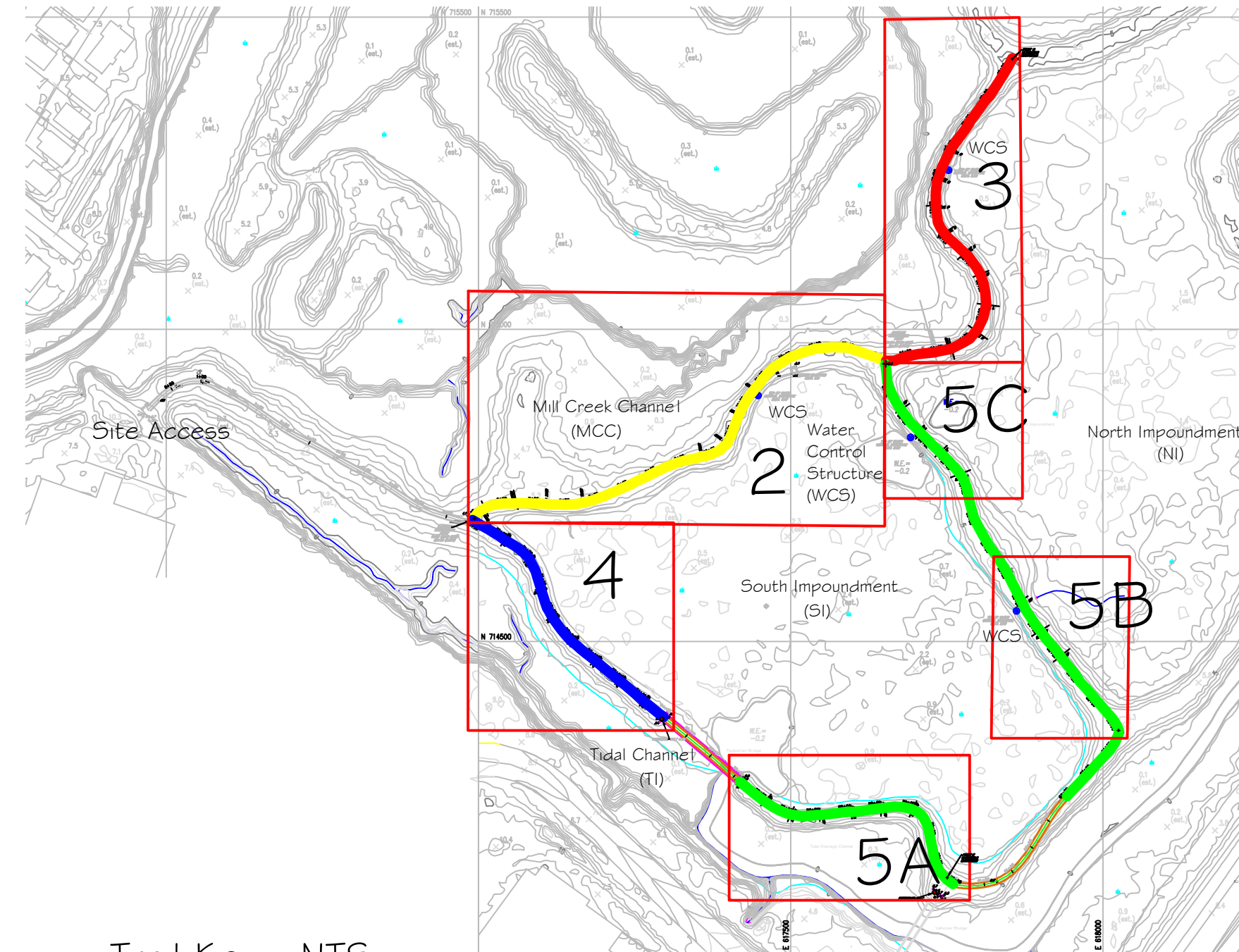
2 Existing Pedestrian Bridge:
Fill and stabilize access point per trail detail.
Smoothly grade trail to meet bridge El. 6.5



Existing Tree: Fill and stabilize area
around tree with rip-rap as needed.
Note: Alignment of curb (stone or
sheet pile) may be adjusted in the field
to minimize impact to major trees.



2 Trail Segment #5 A Existing Pictures

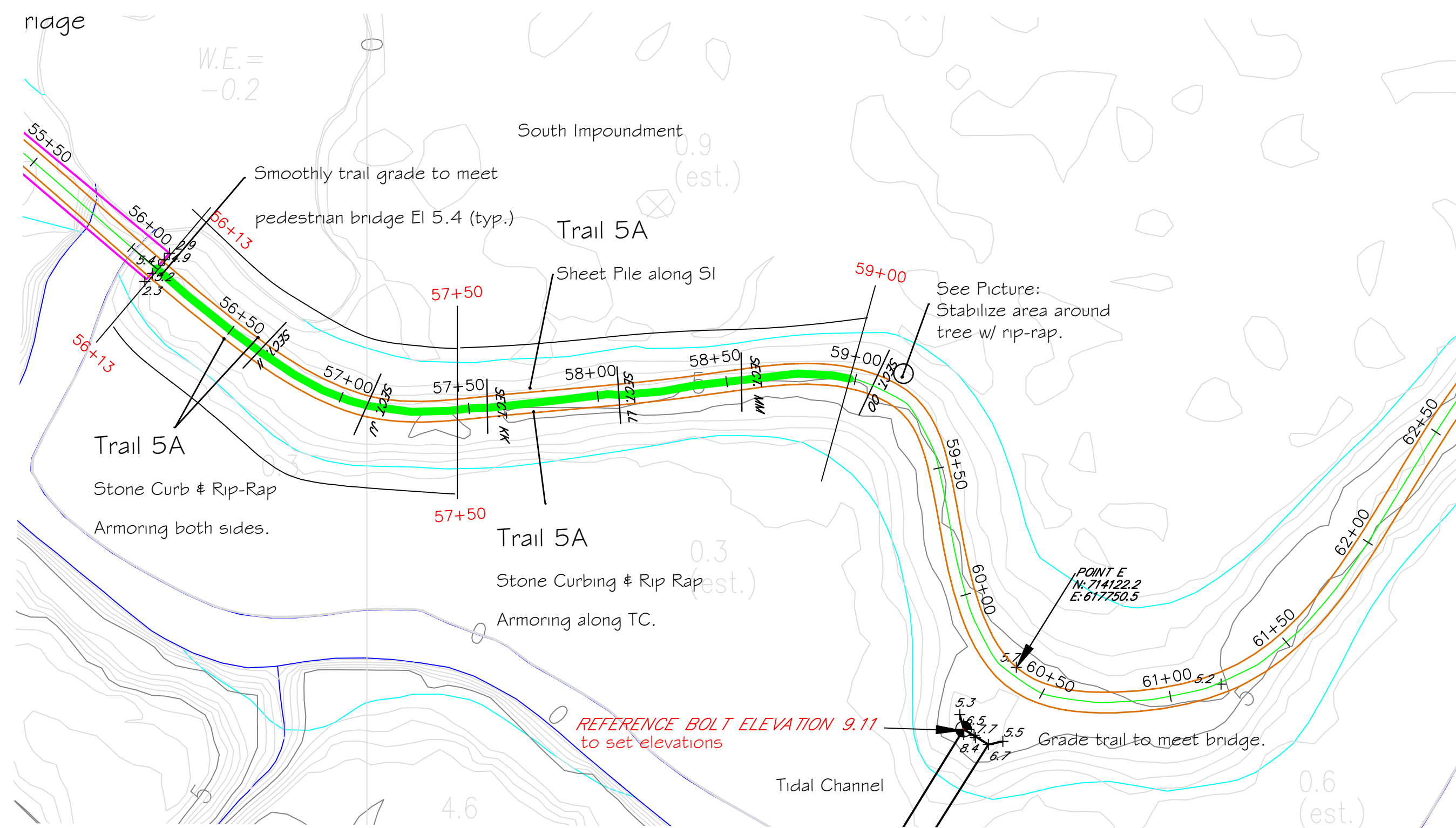


Trail Key - NTS

Trail Section	Start Station Point	End Station Point	Trail Construction: Measured along Centerline (CL) of Trail -typ	Stone Curb & Rip-Rap Armoring along CL	Rip-Rap @ Water Control Structure (WCS)	Vinyl Sheet Pile from CL
5A	56+13 57+50	57+50 59+00	287 LF	274 LF both sides of trail 150 LF (TC)		150 LF (SI)

SI - South Impoundment / NI - North Impoundment
MCC - Mill Creek Channel/ TC - Tidal Channel/ WCS - Water Control Structure

3 Trail Segment 5A Stationing w/ Scope of Work



4 Trail Segment #5A
1" = 40' 0"

revisions

issue

date

REFERENCES:

1. TRAIL ELEVATIONS AND CROSS SECTIONS PROVIDED BY BREVARD SURVEYING AND MAPPING, INC. ORANGE, NJ 973-865-26254 - MILL CREEK MARSH TRAIL SURVEY DATED 3.27.2014.

2. TOPOGRAPHY BASED ON ACAD FILE PROVIDED BY THE NEW JERSEY MEADOWLANDS COMMISSION, TITLED "2009 TOPO"

3. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.

4. PROJECT DATUM - HORIZONTAL N.A.D. 83

KEY:

MCC - Mill Creek Channel

SI - South Impoundment

NI - North Impoundment

TC - Tidal Channel

WCS - Water Control Structure

NEW JERSEY MEADOWLANDS COMMISSION

drawn

checked

scale

NEW JERSEY MEADOWLANDS COMMISSION

1 Delaware Park Plaza, Lyndhurst, NJ 07091

LANDSCAPE ARCHITECTURE FIRM

Katherine Weikel FASIA, LIA, AIA, LEA NJ A500011580

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Dina G. Costantino, AIA, LIA NJ A500014700

DATE: 2.28.14

drawn

checked

scale

KW

date

September 3, 2014

Mill Creek Marsh Trail
Sandy Recovery Project
Block 185, Lot 203 Town of Secaucus

Trail Segment #5A

project no.

sheet no.

LA-14-02

4 of 6



H: 1"=5'-0" V: 1"=5'-0"

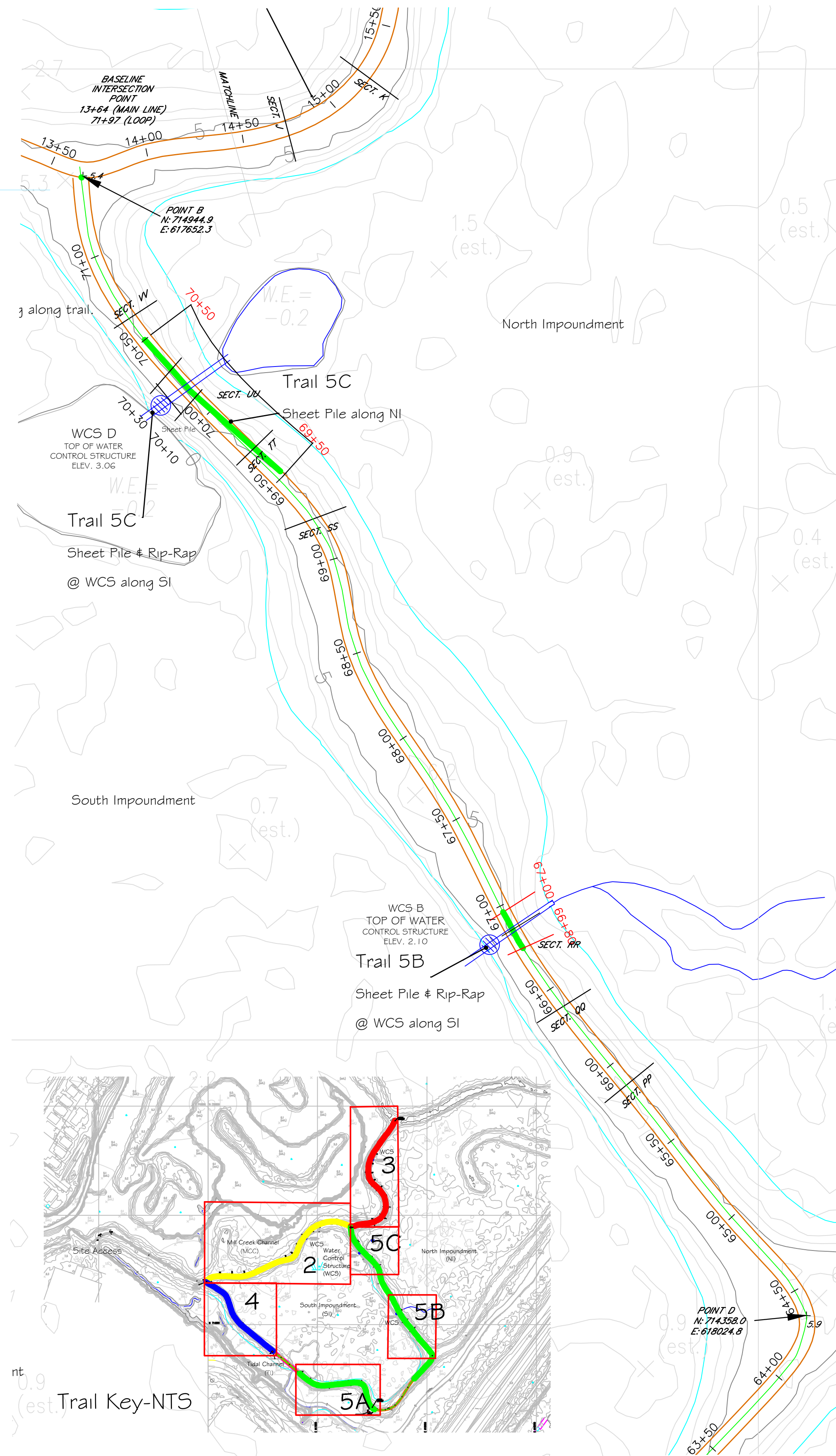


Trail Segment #5 B & C - Existing Pictures


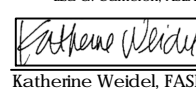
② H: 1"=5'-0" V: 1"=5'-0"

SI – South Impoundment / NI – North Impoundment
MCC – Mill Creek Channel/ TC – Tidal Channel/ WCS – Water Control Structure

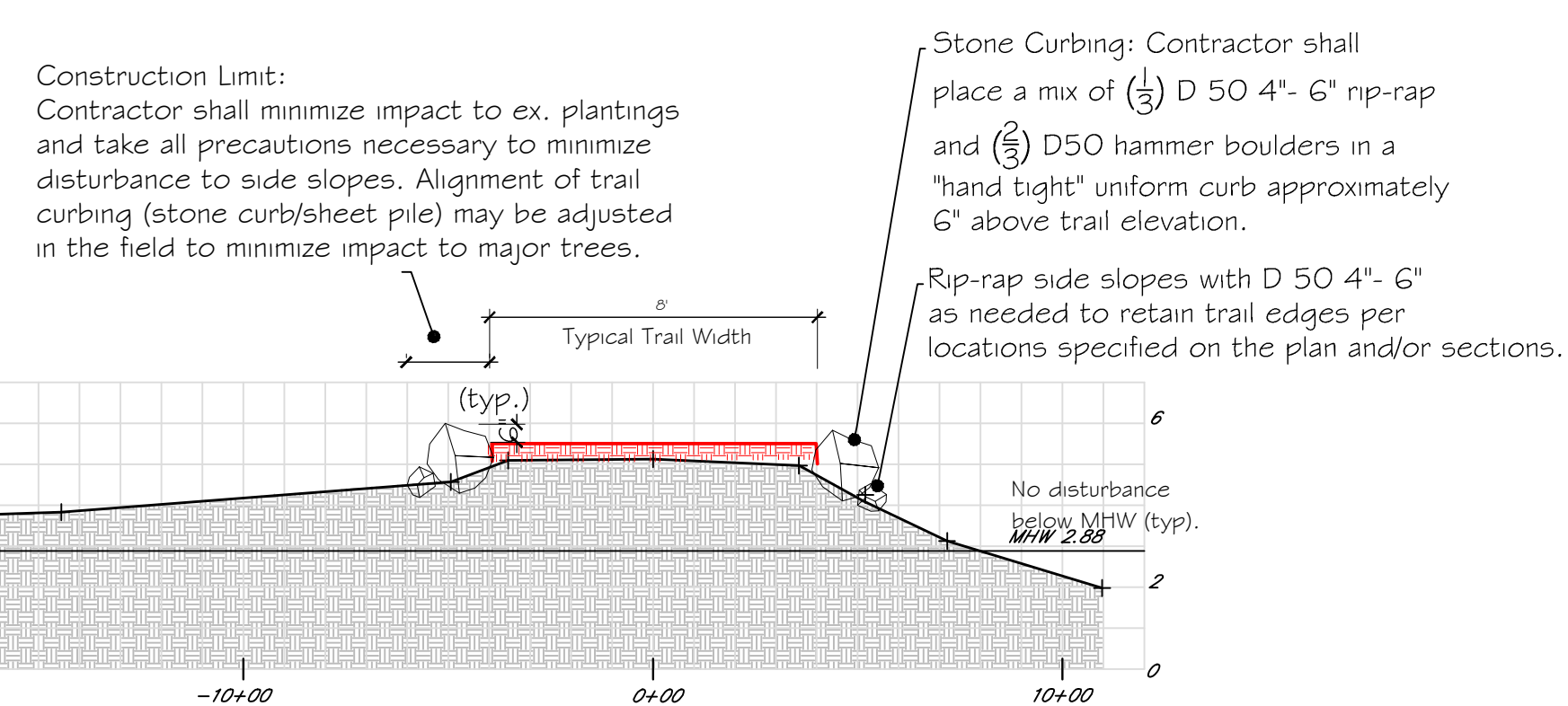
Trail Segment 5 B & C Stationing w/ Scope of Work



⑤ $1'' = 40' 0''$

revisions		date
issue		
REFERENCES:		
1. TRAIL ELEVATIONS AND CROSS SECTIONS PROVIDED BY BREVARD SURVEYING AND MAPPING, INC. ORANGE, NJ 973-865-26254 - MILL CREEK MARSH TRAIL SURVEY DATED 3.27.2014.		
2. TOPOGRAPHY BASED ON ACAD FILE PROVIDED BY THE NEW JERSEY MEADOWLANDS COMMISSION, TITLED "2009 TOPO"		
3. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.		
4. PROJECT DATUM - HORIZONTAL N.A.D. 83		
KEY:		
MCC - Mill Creek Channel		
SI - South Impoundment		
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WCS - Water Control Structure		
NEW JERSEY MEADOWLANDS COMMISSION		
drawn		
checked	NEW JERSEY MEADOWLANDS COMMISSION	
scale	1 Dekane Park Plaza, Lyndhurst, NJ 07071	
LANDSCAPE ARCHITECTURE GROUP		
Katherine Weikel, FASLA, LIA NJ: A500011500		
Joanne Mann-Korman, ASLA, LIA NJ: A500070800		
Dan G. Cameron, ASLA, LIA NJ: A500074700		
		
Katherine Weikel, FASLA, LIA		
2.28.14		
DATE		
drawn	KW	app'd KW
checked		date September 3, 2014
scale		
Mill Creek Marsh Trail Sandy Recovery Project Block 185, Lot 203 Town of Secaucus		
Trail Segment #5 B & 5C		
project no.	sheet no.	
LA-14-02	5 of 6	

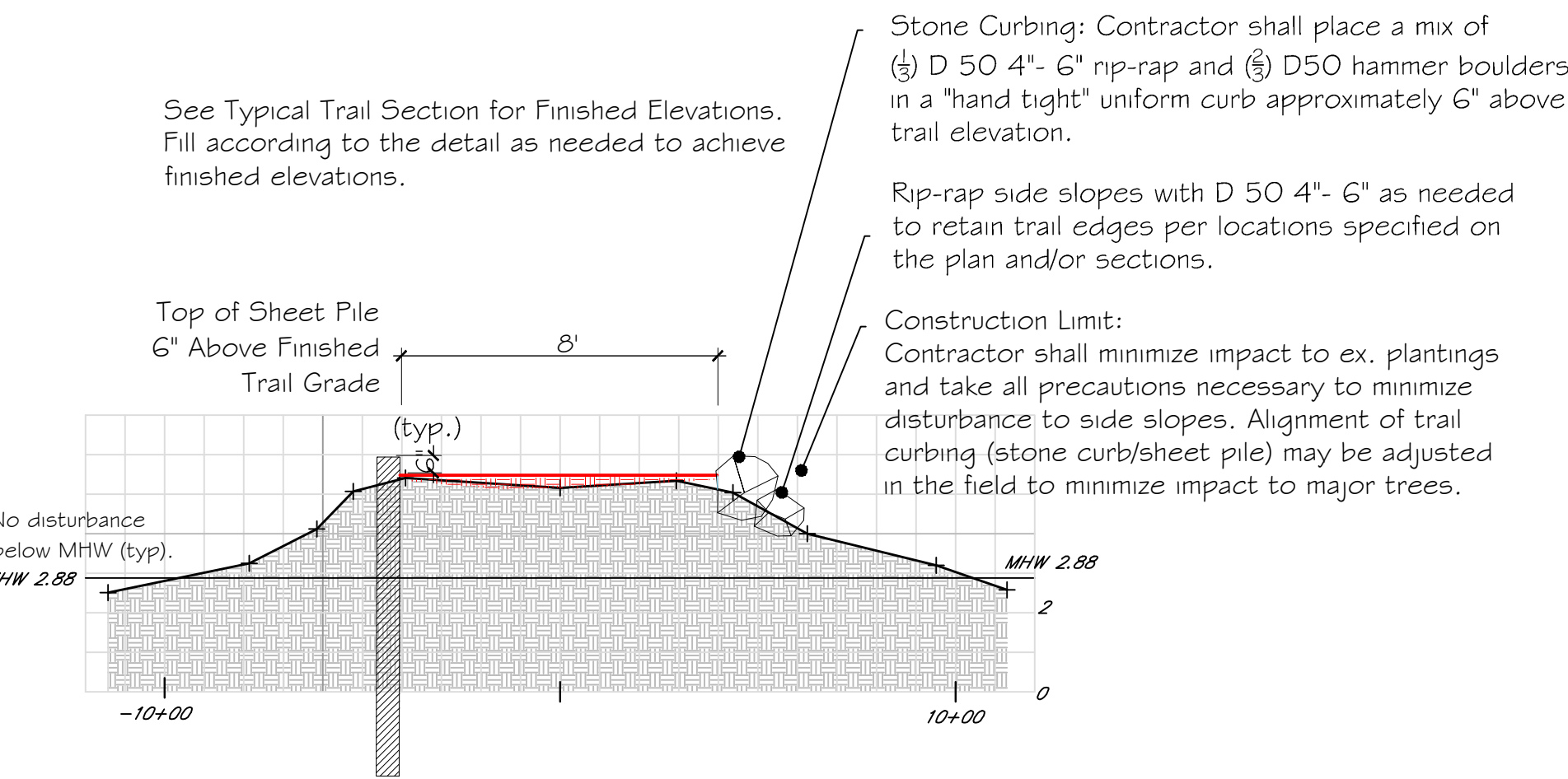
Typical Trail Section for Finished Elevations. Fill according to the detail as needed to achieve finished elevations.



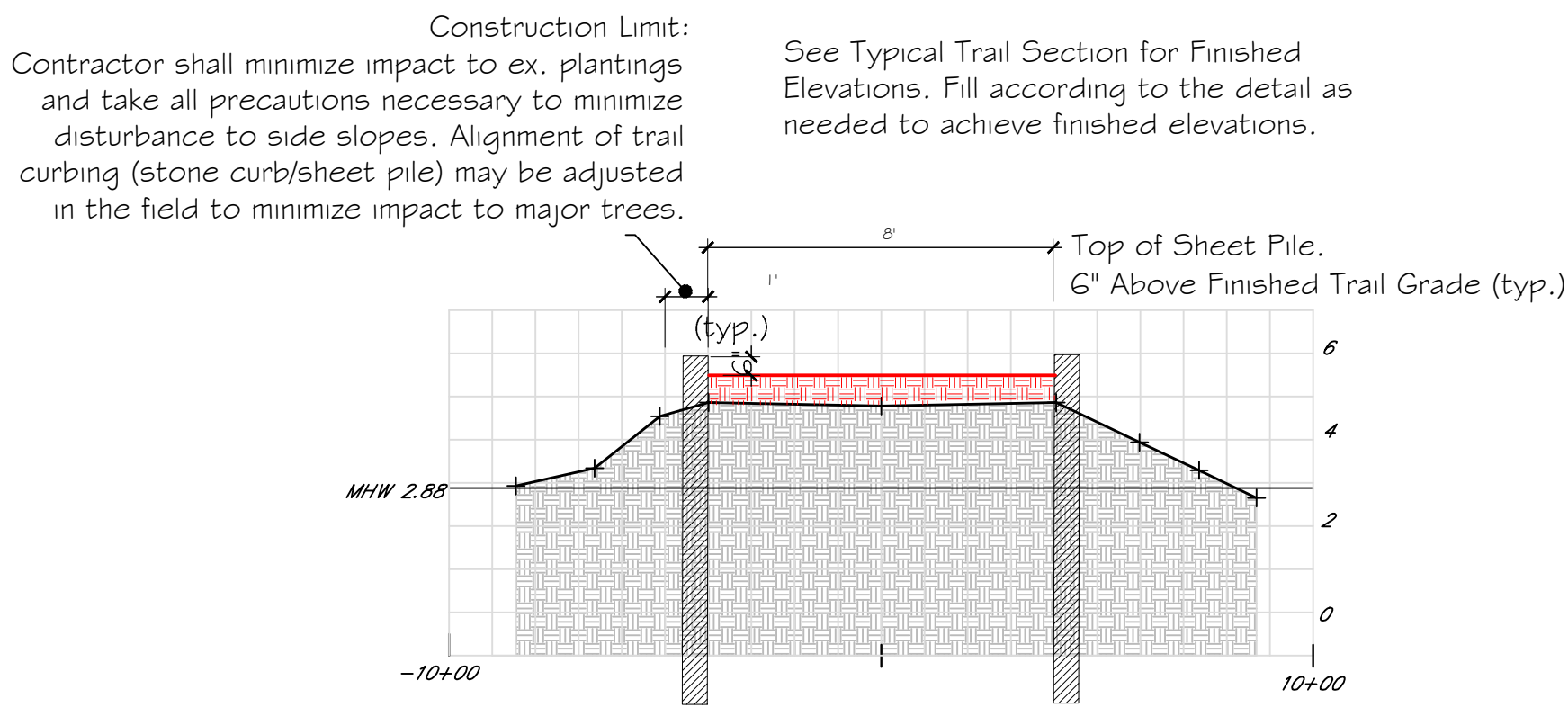
1 Typical Trail Cross Section with Stone Curb & Rip-Rap Armoring
NTS



2 Concept Image of Proposed Stone Curb & Rip-Rap Armoring



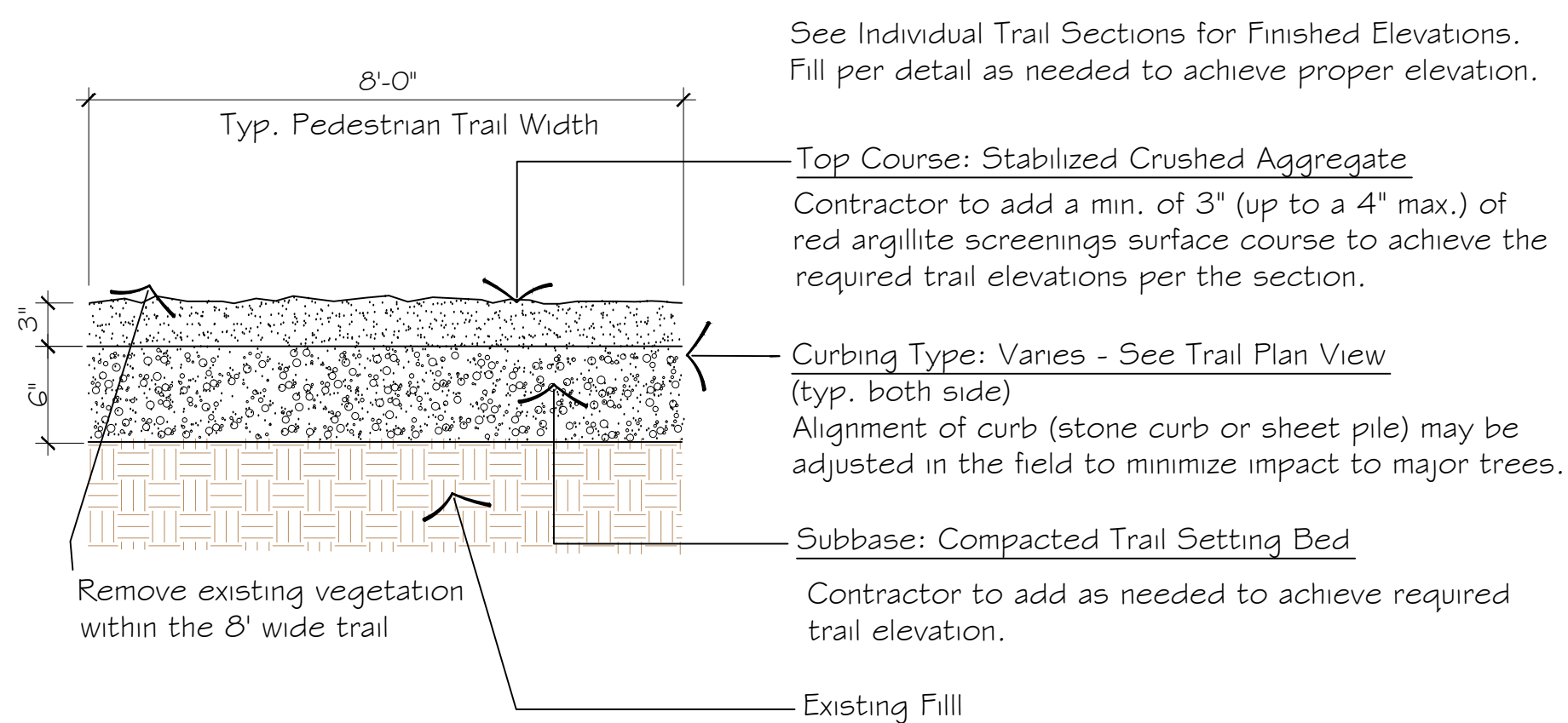
3 Typical Trail Cross Section with Vinyl Sheet Pile and Stone Curb & Rip-Rap Armoring
NTS



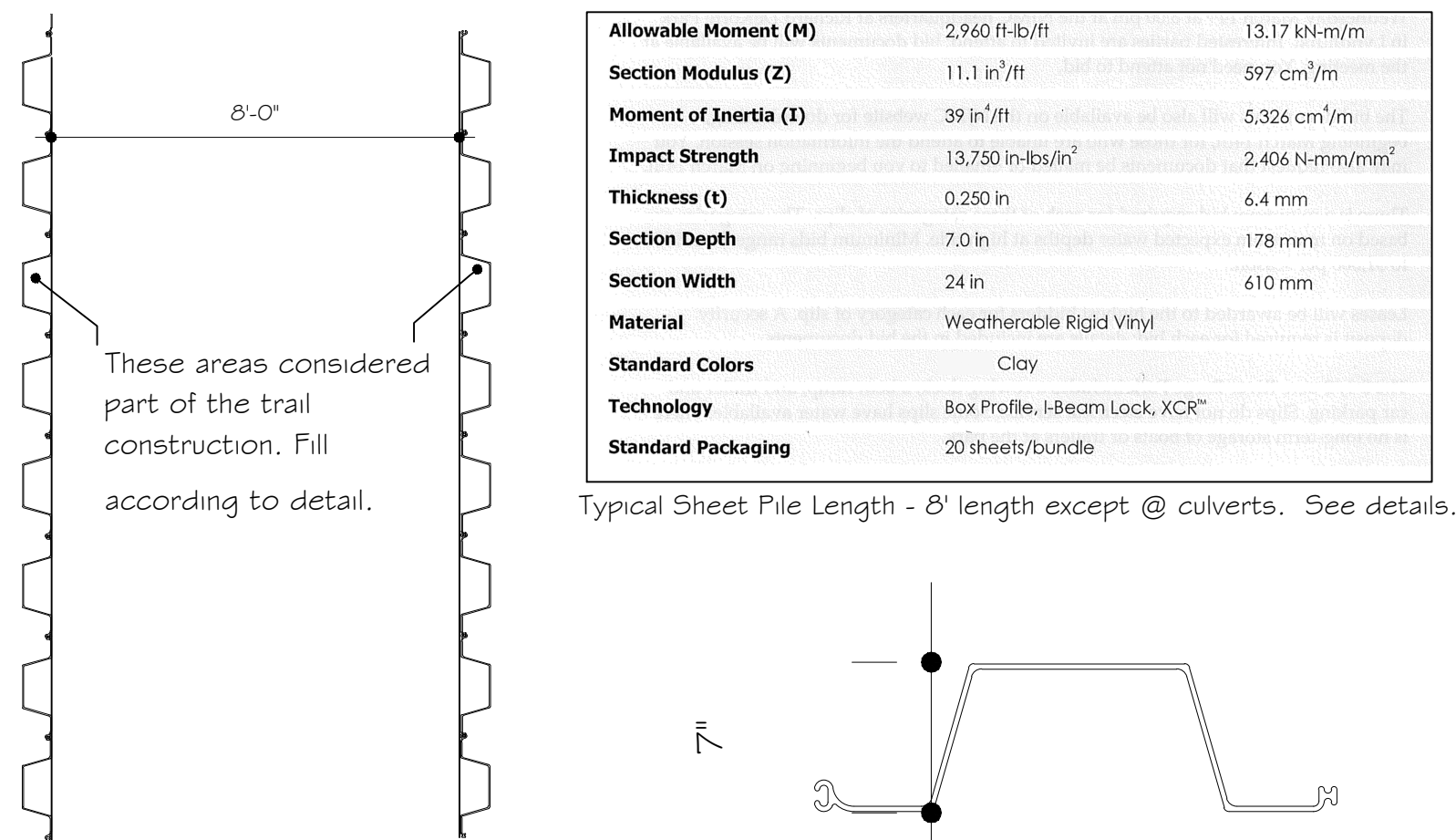
4 Typical Trail Section with Vinyl Sheet Pile Armoring
NTS



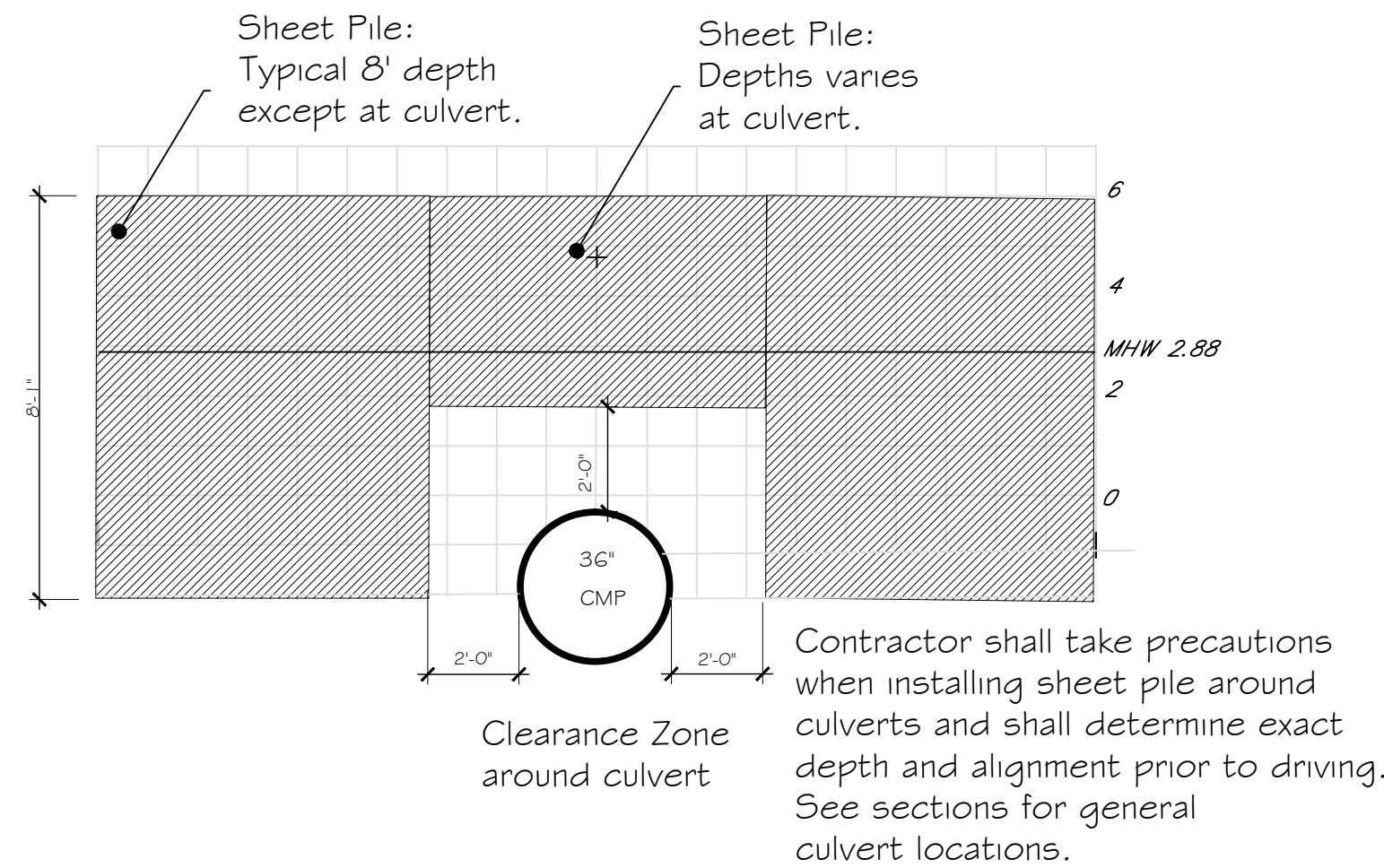
5 Concept Image of Proposed Vinyl Sheet Pile Armoring



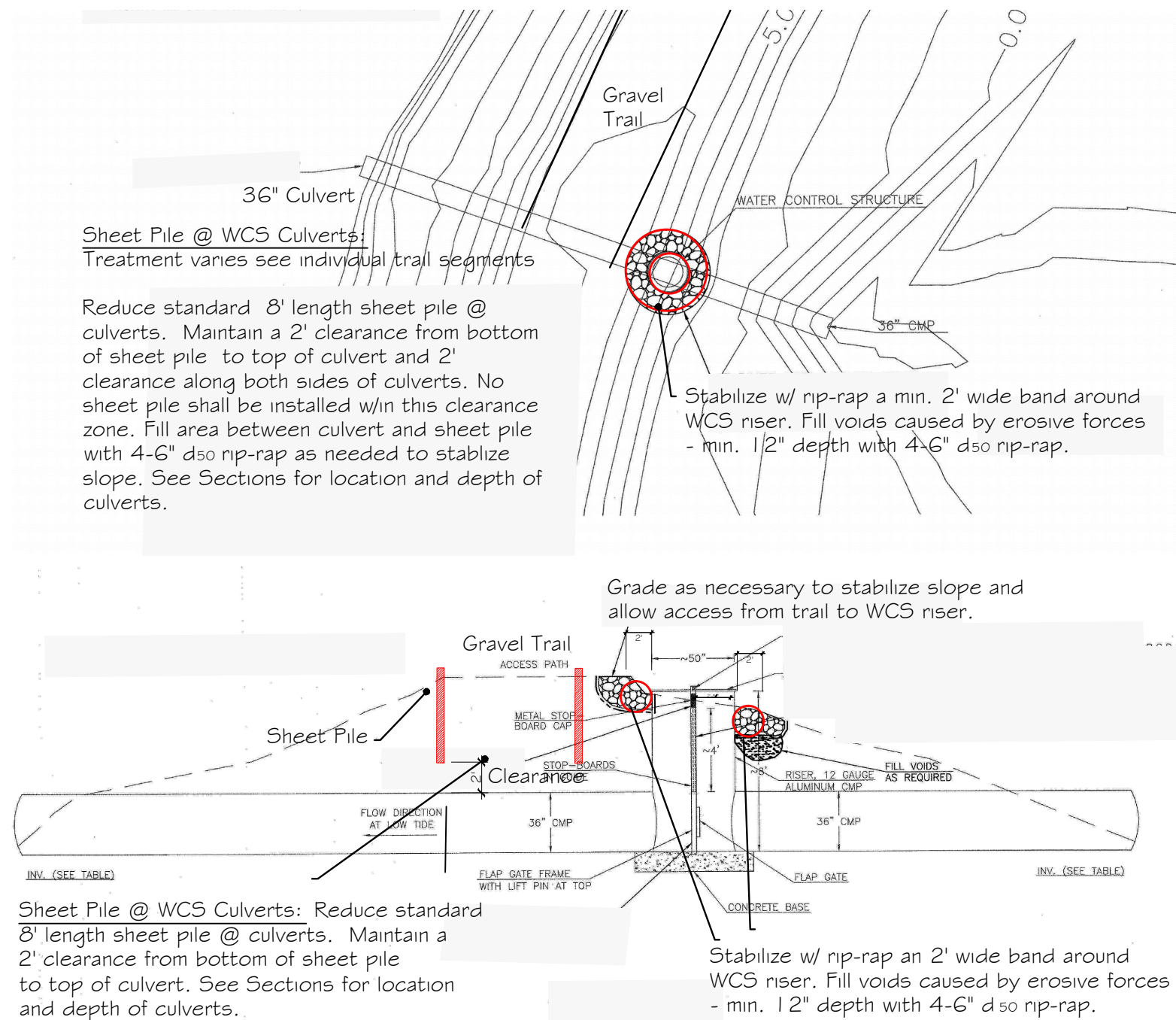
6 Typical Gravel Trail Construction
NTS



7 Vinyl Sheet Pile Details
NTS



8 Vinyl Sheet Pile at Culvert
NTS



9 Stabilization at Existing Water Control Structures (WCS)
NTS

revisions	
issue	date

NOTES:

1. At completion of construction, Contractor shall renovate any gravel trail and/or adjacent planting areas that were disturbed during construction. All disturbed trails not included within the scope of work shall be restored to pre-contract conditions.

NEW JERSEY
MEADOWLANDS
COMMISSION

drawn
checked
scale

NEW JERSEY
MEADOWLANDS
COMMISSION

1 Delakota Park Plaza, Lynbrook, NJ 07071

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Ben C. Cameron, ASLA, IIA NJ: A500019100

Anthony Wozniak
Katherine Wozniak, FASLA, IIA

DATE: 2.28.14

drawn KW appvd KW

checked date September 3, 2014

scale

Mill Creek Marsh Trail
Sandy Recovery
Project

Block 185, Lot 203 Town of Secaucus

Details

project no. LA-14-02 sheet no. 6 of 6