

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



**Visitor's Center Walkway, Gazebo and  
Balcony Reconstruction**  
*SANDY RECOVERY PROJECT*

New Jersey Meadowlands Commission Office Complex  
Lyndhurst, NJ

SW-13-001  
**SPECIFICATIONS**

January 2015

Set # \_\_\_\_\_



## New Jersey Meadowlands Commission

Administration Building: One DeKorte Park Plaza ☎ Phone: 201-460-1700 ☎ Fax: 201-460-1722  
Meadowlands Environment Center: Two DeKorte Park Plaza ☎ Phone: 201-460-8300 ☎ Fax: 201-842-0630  
Lyndhurst, NJ ☎ 07071 ☎ [www.njmeadowlands.gov](http://www.njmeadowlands.gov)

### Visitor's Center Walkway, Gazebo and Balcony Reconstruction

#### SW-13-001

#### Agenda for the Pre-Award Meeting 04/10/15

1. Modifications to the Project
  - a. Only items #1, #2 and #6 to be included in the project.
2. Connection of the Egress Walkway to the existing balcony
  - a. Egress walkway shall be abutted to the existing concrete balcony, rather than what is shown on the plans.
3. Barrier for Balcony
  - a. A barrier will need to be installed to keep the public off of the balcony, except where the emergency egress walkway connects to the Visitor's Center.
4. Dumping at Keegan
  - a. Debris can be brought to the Keegan Landfill free of charge.
  - b. We will supply tickets to you for dumping.
  - c. Debris needs to meet the requirements provided below:
    - i. **ID 13C-Construction and Demolition Waste:** Waste building material and rubble resulting from construction, remodeling, repair, and demolition operations on houses, commercial buildings, pavements and other structures. The following materials may be found in waste from construction and demolition projects: treated and untreated wood scrap (no lumber in excess of 3 feet is permitted); concrete (must be less than 3 foot x 3 foot x 6 inches deep with no rebar); asphalt, bricks, blocks and other masonry; plaster and wallboard; roofing materials; ferrous and non-ferrous metal (no metal greater than 3 feet in length); non-asbestos building insulation; plastic scrap; glass (window and door); and other miscellaneous materials; but shall not include other solid waste types. Note that asbestos, cardboard and creosoted lumber are specifically not permitted waste materials at the Keegan Landfill.
5. Staging Area
  - a. The staging area at the circle-access to the building needs to be maintained.
  - b. May need to fence this area off, since the site is open to the public.
6. Invoicing
  - a. Invoice once per month.
  - b. Use an NJSEA invoice along with a Priore invoice.
7. Award of Project
  - a. The project will be awarded at the May Commission meeting, and the Contract can be completed shortly thereafter.

Accepted / received 4/10/2015

8. Protest for the Bids

- a. We found no merit to the protest and we will be sending a letter to NEIE informing them of this, once the modifications to the project have been approved by the Contractor.

9. Contact Information

Tom Marturano, P.E., Director of Solid Waste-

Email- [tom.marturano@njmeadowlands.gov](mailto:tom.marturano@njmeadowlands.gov)

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Phone- (201) 460-4661

Gabrielle Gornelli, Engineer

Email- [gabrielle.gornelli@njmeadowlands.gov](mailto:gabrielle.gornelli@njmeadowlands.gov)

Phone- (201) 777-2422

Nick Marucci, P.E., Senior Project Engineer

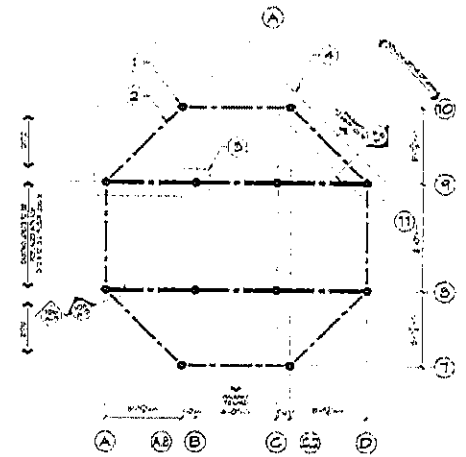
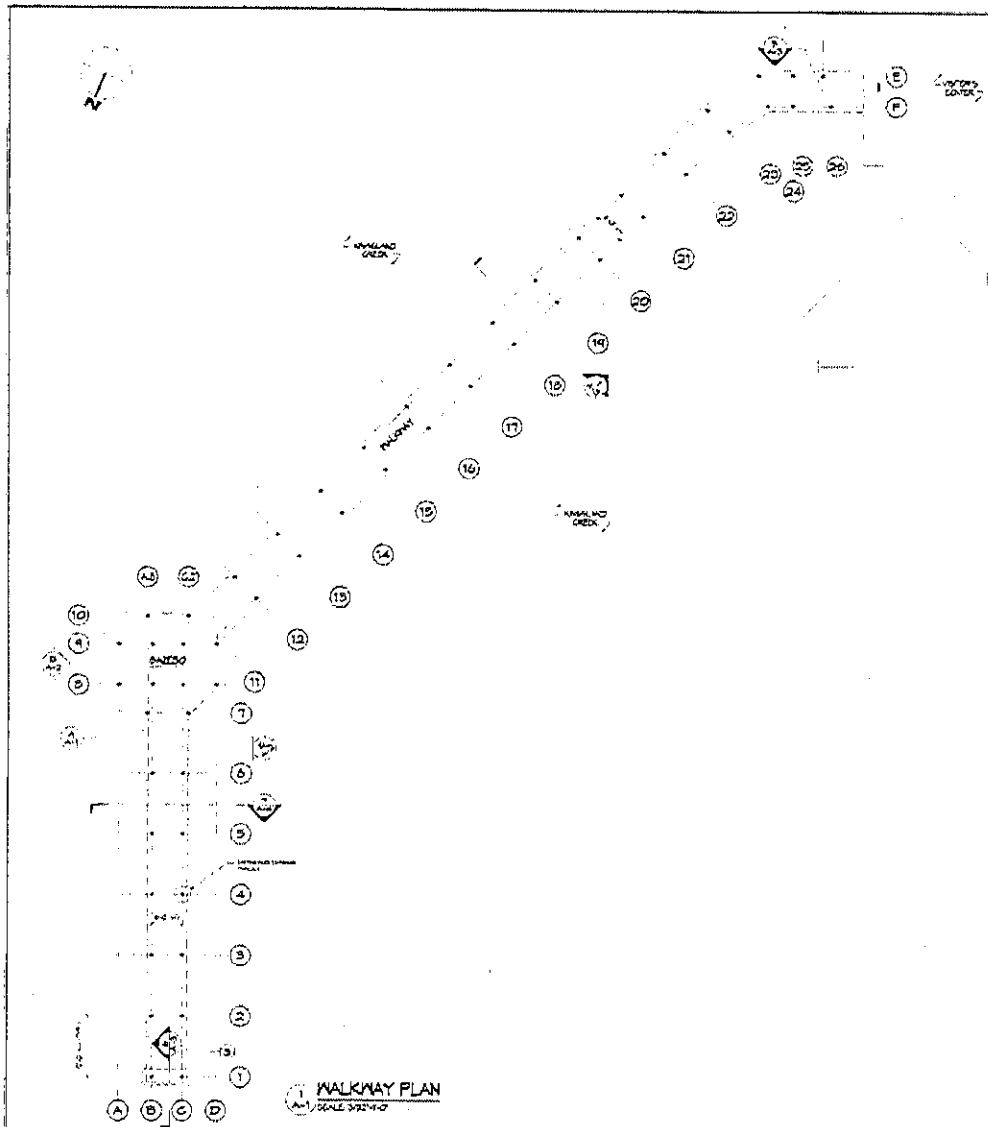
Email- [nick.marucci@njmeadowlands.gov](mailto:nick.marucci@njmeadowlands.gov)

Phone- (201) 460-4641

Accepted/Received 4/10/2015

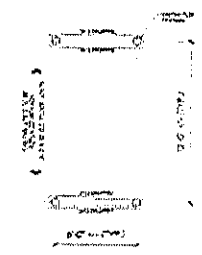






- 1) EXISTING PILE CAPS TO BE REMOVED. SAND, SCUMME AND CLEAN TO REMOVE ALL SILT FROM CAP-POST SURFACE. PILE CAP, PROVIDED IN VARIOUS DRAINAGE HOLES AT BOTTOM OF EACH COLUMN. PROVIDE NEW PINKER PAINT AND BRUSH COAT AS SHOWN.
- 2) EXISTING BRACING GIRDERS. BRACING IN AREA 3'-0" DIAMETER. THUMBOLTS AT 2'-0" O.C.
- 3) EXISTING EXTERIOR BRACING GIRDERS TO BE REPLACED W/ 2" X 4" S.P.F.
- 4) SEE DETAIL, NO ALLOW FOR CONNECTION TO WALKWAY.

A GAZEBO FRAMING PLAN  
SCALE 1/4"=1'-0"



*IN-SCOPE*  
*ALR*

NCARB

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**VISITOR'S CENTER RENOVATIONS**  
NEW JERSEY MEADOWLANDS COMMISSION  
LYNDHURST, NEW JERSEY

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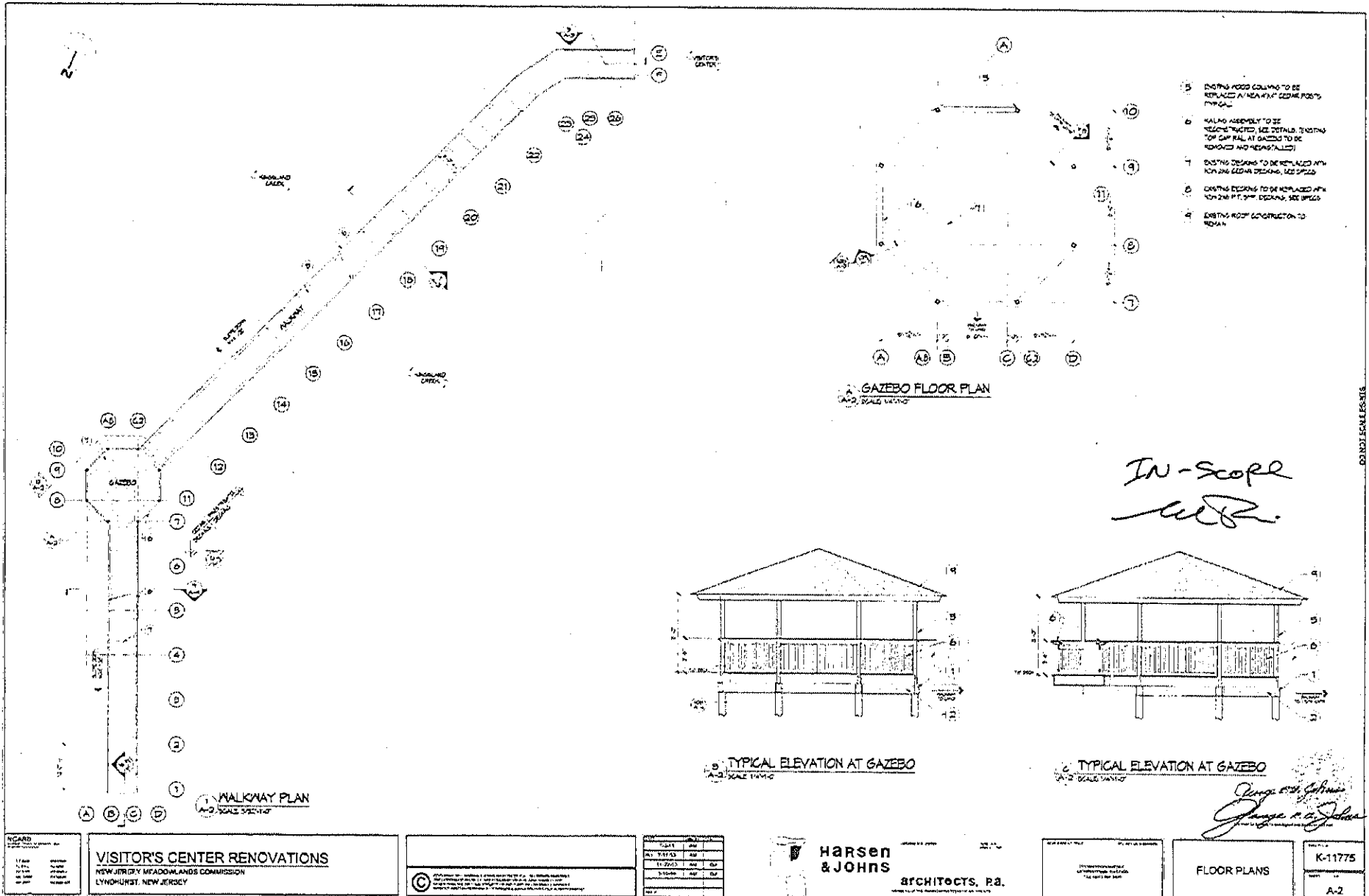
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PROJECT NO. K-11775  
DATE: 12/14/11

FLOOR PLANS

K-11775  
A-1

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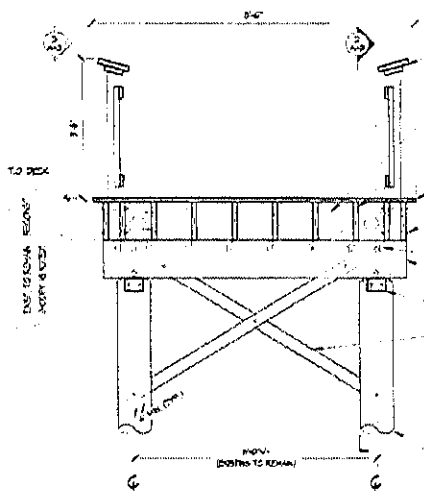
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NEW JERSEY WETLANDS COMMISSION  
LYNDHURST, NEW JERSEY

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FLOOR PLANS

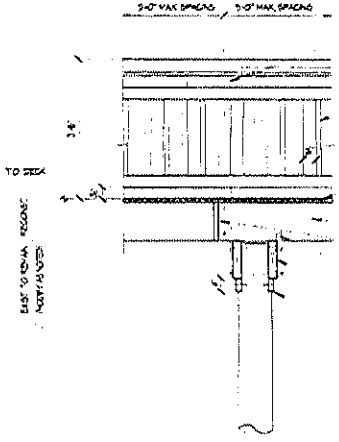
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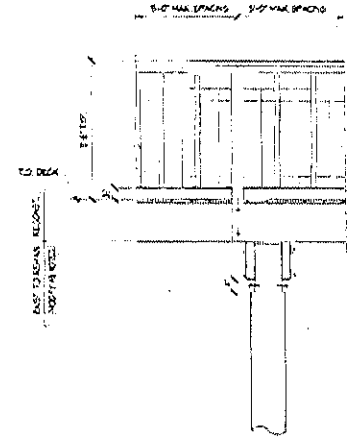
1 SECTION DETAIL  
SCALE 3/4"=1'-0"

- NON-EMERALD BRUSH SEE DETAIL 8 FOR MATERIAL COMPONENTS
- NON-POSS FLOORING BETWEEN JOISTS LOCATED AT JOIST SPACES LEANS FORWARD AND FINISHED WITH LOCATION OF FINISH JOISTS - AND NOT TO EXCEED 1/4" G.L.
- NON-2X10 @ 16" O.C. PANEL TO FLOOR JOIST
- NON-2X6 FLOOR DECKING AS SPEC'D ON PLANS
- NON-1/2" X 1/2" LONG STAINLESS STEEL THROUGH-BOLTS WITH 3/4" STAINLESS AND PEXCOR FINISHED EACH SIDE AT BALCONY RAIL JOINTS (TYP.)
- NON-16 HORIZONTAL CLIPS AS SPEC'D AT EACH JOIST JOINT
- EXISTING CROSS BEAMS TO REMAIN
- ADDED STRUTS AS SPEC'D
- NON-METALL COATING 2X6 FLOOR BRACING INSTALLED IN ALTERNATE BAY JOIST OF ADDED PILE AND LUGS TO BE CONNECTED TO PILE WITH 1/2" DIA. X 1/4" THICK LONG BOLTS @ 16" O.C. @ 2'-0" FROM JOIST THROUGHOUT AT BALCONY RAIL AND 2'-0" FROM THROUGHOUT AT 1/4" O.C. SPACES AT INTERSECTION OF BRACING. ALL CONNECTIONS SHALL BE INSTALLED WITH 1/4" DIA. STAINLESS AND 1/2" DIA. PEXCOR FINISHED AT EACH JOIST.
- EXISTING ADDED PILES TO REMAIN

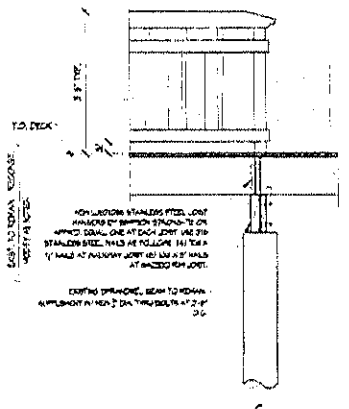


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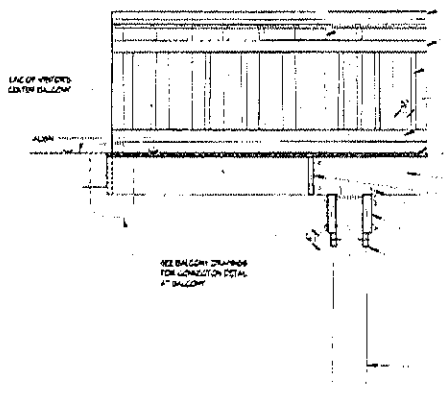
- NON-POSS TO BALCONY RAIL JOINT
- NON-EMERALD BRUSH SEE DETAIL 8 FOR MATERIAL COMPONENTS
- NON-2X6 FLOOR DECKING AS SPEC'D ON PLANS
- NON-LOOK JOIST
- NON-BLOCKING BETWEEN JOISTS
- NON-16 HORIZONTAL CLIPS AS SPEC'D AT EACH JOIST JOINT
- EXISTING CROSS BEAMS TO REMAIN
- NON-1/4" DIA. DRIVING PILE AS REQUIRED TO ALLOW JOIST TO LIE ON PILE. JOIST END OF JOIST TO BE CONNECTED TO PILE WITH 1/2" DIA. X 1/4" THICK LONG BOLTS @ 16" O.C. @ 2'-0" FROM JOIST THROUGHOUT AT BALCONY RAIL AND 2'-0" FROM THROUGHOUT AT 1/4" O.C. SPACES AT INTERSECTION OF BRACING. ALL CONNECTIONS SHALL BE INSTALLED WITH 1/4" DIA. STAINLESS AND 1/2" DIA. PEXCOR FINISHED AT EACH JOIST.



3 ELEVATION DETAIL  
SCALE 3/4"=1'-0"

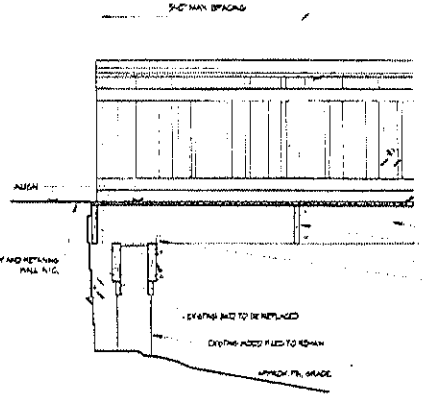


4 SECTION DETAIL  
SCALE 3/4"=1'-0"



5 SECTION DETAIL  
SCALE 3/4"=1'-0"

- NON-POSS TO BALCONY RAIL JOINT
- NON-2X6 FLOOR DECKING AS SPEC'D ON PLANS
- NON-2X6 FLOOR DECKING AS SPEC'D ON PLANS
- NON-1/2" X 1/2" LONG STAINLESS STEEL THROUGH-BOLTS WITH 3/4" STAINLESS AND PEXCOR FINISHED EACH SIDE AT BALCONY RAIL JOINTS (TYP.)
- NON-16 HORIZONTAL CLIPS AS SPEC'D AT EACH JOIST JOINT
- NON-LOOK JOIST
- NON-BLOCKING BETWEEN JOISTS
- NON-16 HORIZONTAL CLIPS AS SPEC'D AT EACH JOIST JOINT
- EXISTING CROSS BEAMS TO REMAIN
- NON-1/4" DIA. DRIVING PILE AS REQUIRED TO ALLOW JOIST TO LIE ON PILE. JOIST END OF JOIST TO BE CONNECTED TO PILE WITH 1/2" DIA. X 1/4" THICK LONG BOLTS @ 16" O.C. @ 2'-0" FROM JOIST THROUGHOUT AT BALCONY RAIL AND 2'-0" FROM THROUGHOUT AT 1/4" O.C. SPACES AT INTERSECTION OF BRACING. ALL CONNECTIONS SHALL BE INSTALLED WITH 1/4" DIA. STAINLESS AND 1/2" DIA. PEXCOR FINISHED AT EACH JOIST.
- EXISTING ADDED PILES TO REMAIN



6 SECTION DETAIL  
SCALE 3/4"=1'-0"

- NON-POSS TO BALCONY RAIL JOINT
- NON-EMERALD BRUSH SEE DETAIL 8 FOR MATERIAL COMPONENTS
- NON-2X6 FLOOR DECKING AS SPEC'D ON PLANS
- NON-FLOOR JOIST
- NON-BLOCKING BETWEEN JOISTS
- NON-16 HORIZONTAL CLIPS AS SPEC'D AT EACH JOIST JOINT
- EXISTING AND TO BE REPLACED
- EXISTING ADDED PILES TO REMAIN
- EXISTING PILE BRACE

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WR

George J. ...

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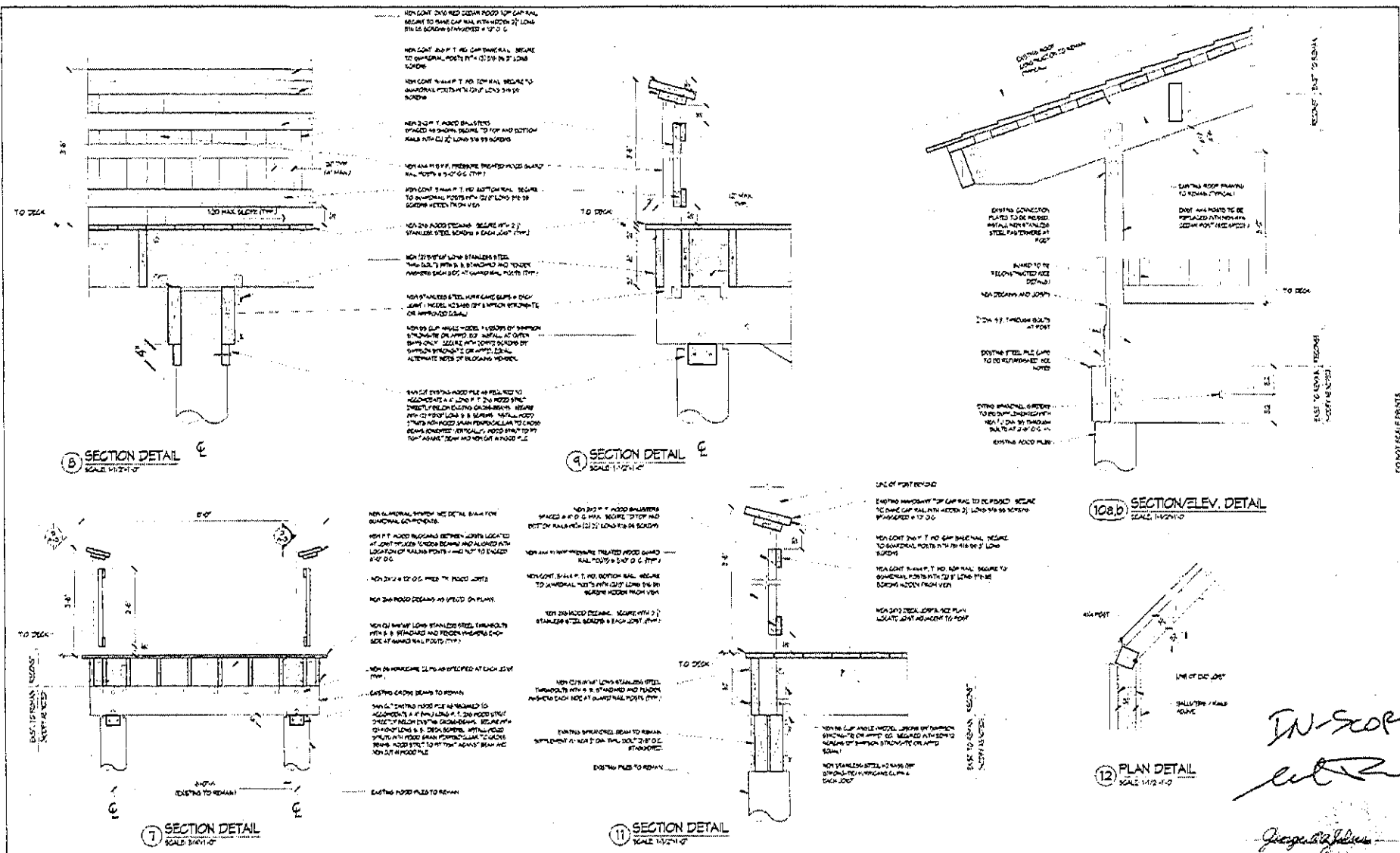
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DETAILS

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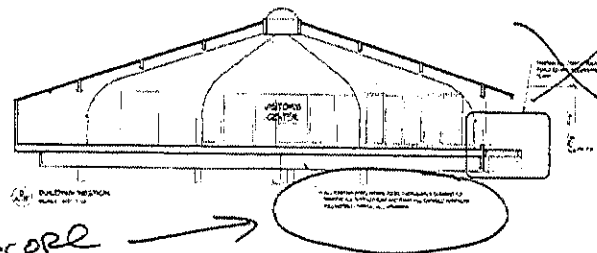
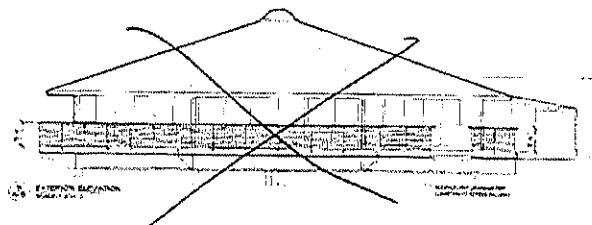
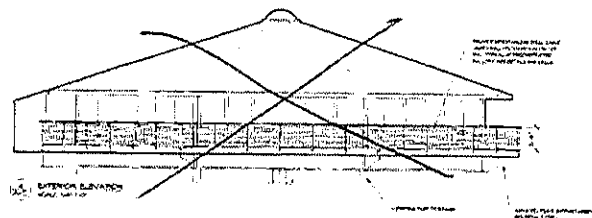
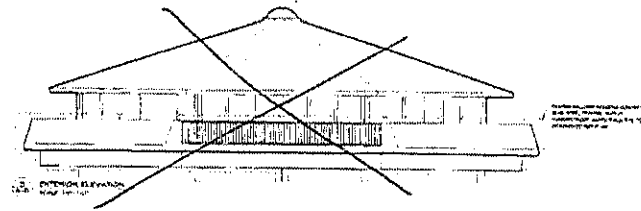
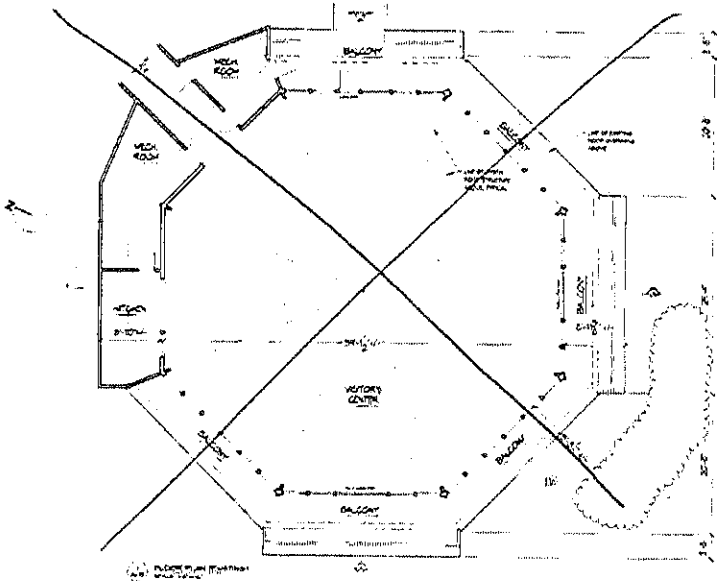
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SHEET: DETAILS

**DETAILS**  
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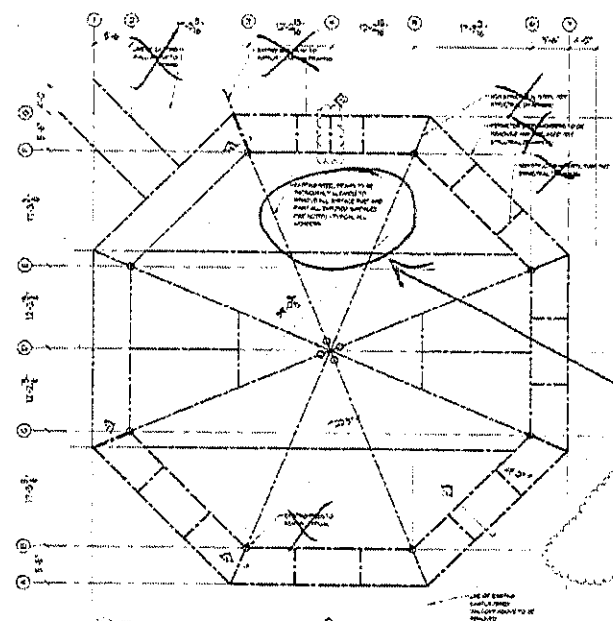
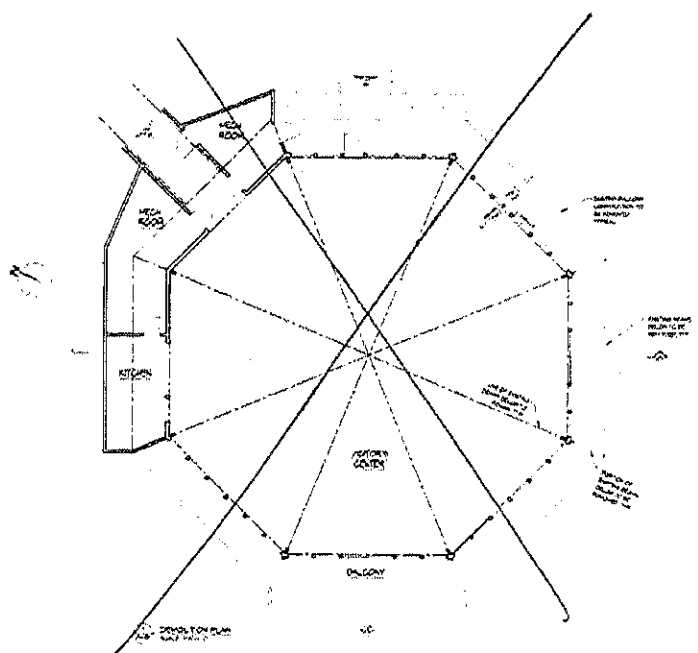
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FLOOR PLANS

K-11799  
 A-5

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2	11/15/11	REVISED PER COMMENTS
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4	01/15/12	REVISED PER COMMENTS
5	02/15/12	REVISED PER COMMENTS

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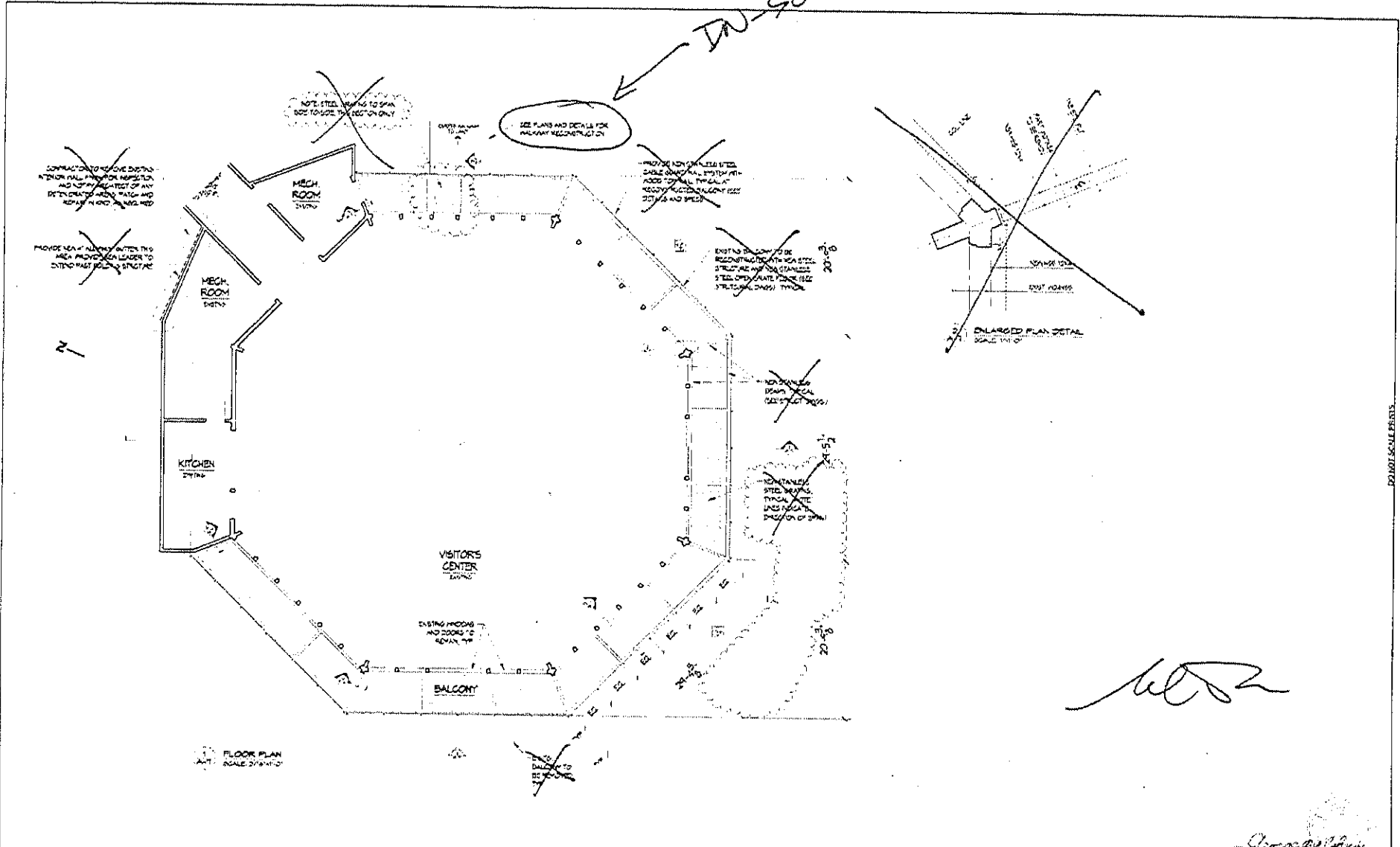
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 SUITE 200  
 LYNCHBURT, NJ 07039  
 TEL: 908.461.1000  
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*George J. Johnson*  
 PROJECT ARCHITECT

**FLOOR PLANS**  
 K-11799  
 A-5

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 NEW JERSEY MEADOWLANDS COMMISSION  
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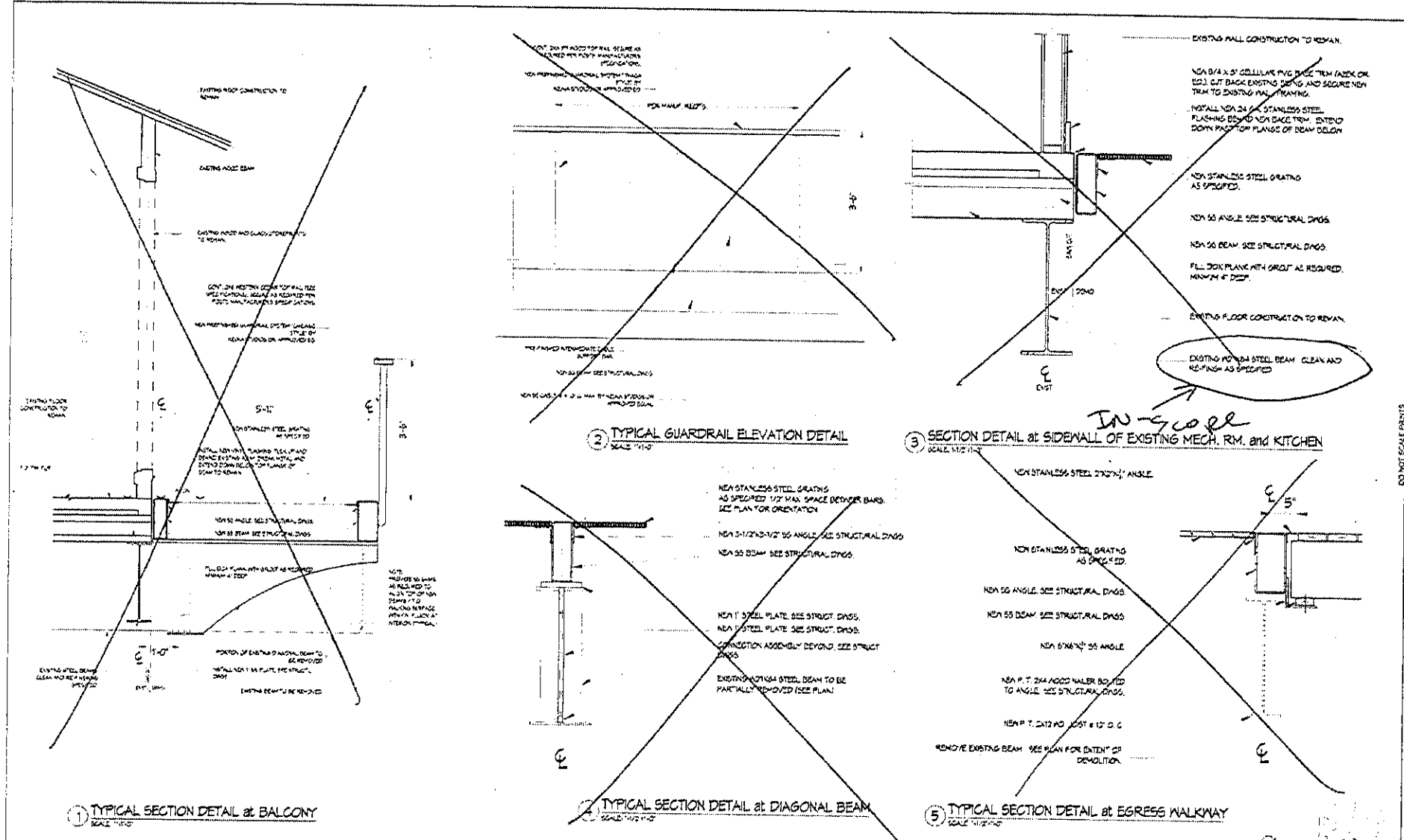
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 LYNDHURST, NJ 07037  
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PROJECT NO. K-11739  
 SHEET NO. A-7

FLOOR PLANS

K-11739  
 A-7



NO.	DATE	REVISION

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NEW JERSEY MEADOWLANDS COMMISSION  
LYNHURST, NEW JERSEY

NO.	DATE	REVISION

NO.	DATE	REVISION

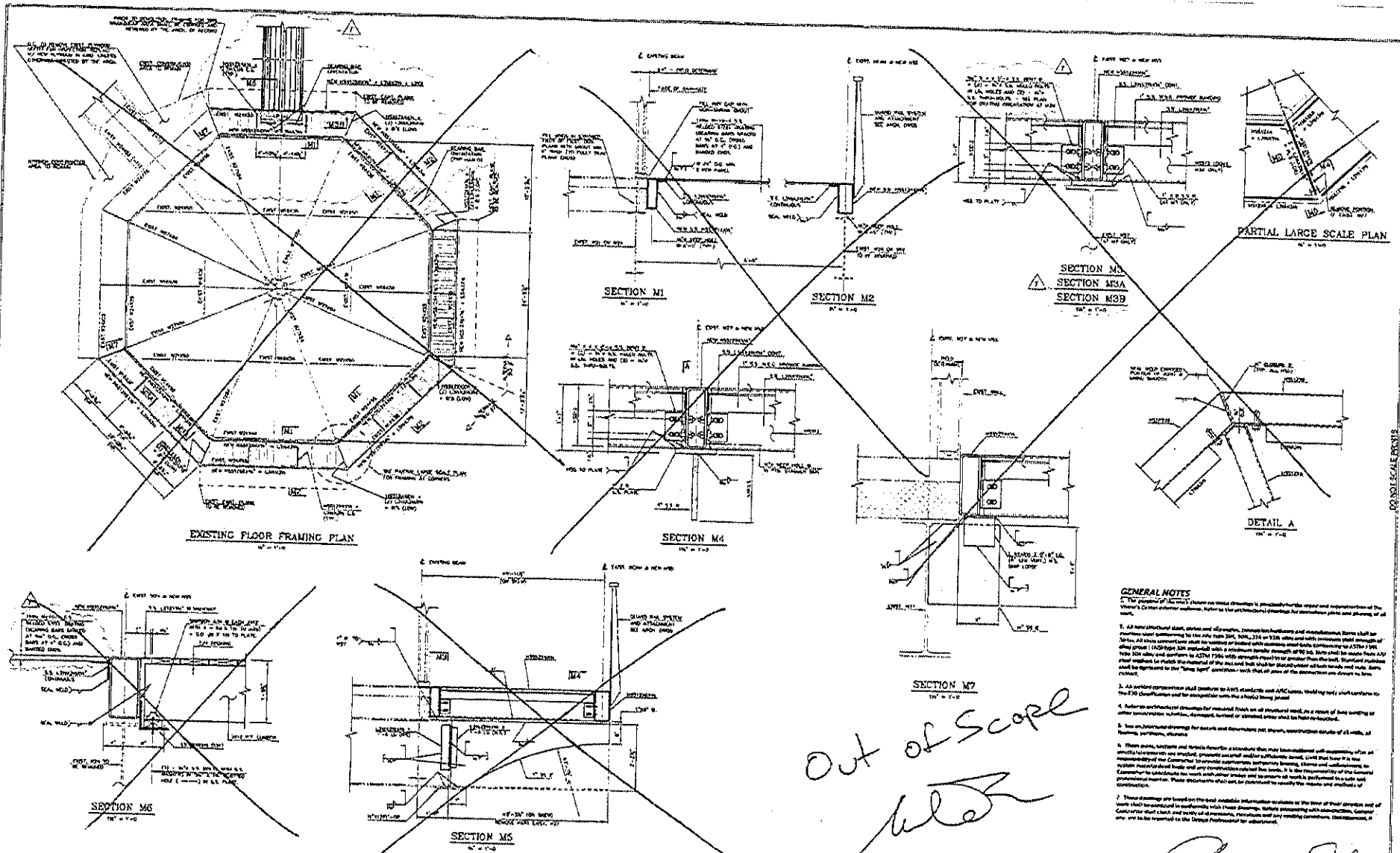
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DATE PLOTTED: 11/26/13  
PLOT SCALE: 1/8" = 1'-0"

BALCONY DETAILS

K-11799  
A-8

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- GENERAL NOTES**
1. All new structural steel, plates and stiffeners, tension bar hardware and miscellaneous items shall be checked and approved for the steel by AISC, 1185 Avenue of the Americas, New York, NY 10020.
  2. All new structural steel shall be fabricated and erected in accordance with the drawings and specifications of the American Institute of Steel Construction, Inc. (AISC), 1185 Avenue of the Americas, New York, NY 10020.
  3. All steel connections shall conform to AISC standards and specifications. Welding shall conform to the AWS specifications and the specifications for the steel being joined.
  4. Fabricate and erect all steel for structural steel in a manner that shall be in accordance with the drawings and specifications of the American Institute of Steel Construction, Inc. (AISC), 1185 Avenue of the Americas, New York, NY 10020.
  5. See architectural drawings for details and dimensions not shown, construction outside of walls, all framing, partitions, etc.
  6. These plans, sections and details are for a structure that may be constructed with existing or new steel. All steel connections shall be checked and approved for the steel by AISC, 1185 Avenue of the Americas, New York, NY 10020.
  7. These drawings are based on the best available information available at the time of their creation and of work that has been done in accordance with these drawings. Future corrections will be made as necessary. Only error shall change and verify all dimensions, references and all work in accordance with the drawings and specifications of the American Institute of Steel Construction, Inc. (AISC), 1185 Avenue of the Americas, New York, NY 10020.

NO.	DATE	DESCRIPTION
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3	11/1/2010	REVISED PER COMMENTS
4	11/15/2010	REVISED PER COMMENTS
5	12/1/2010	REVISED PER COMMENTS

LEONARD BUSCH ASSOCIATES  
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LYNDHURST, NEW JERSEY 07036  
TEL: (201) 461-1111  
WWW.LBA-ASSOCIATES.COM

REPAIR / RECONSTRUCTION OF:  
**VISITOR'S CENTER BALCONY RECONST.**  
NEW JERSEY MEADOWLANDS COMMISSION  
LYNDHURST, NEW JERSEY

NO.	DATE	DESCRIPTION
1	10/1/2010	ISSUED FOR PERMIT
2	10/15/2010	REVISED PER COMMENTS
3	11/1/2010	REVISED PER COMMENTS
4	11/15/2010	REVISED PER COMMENTS
5	12/1/2010	REVISED PER COMMENTS

**HARSON & JOHNS**  
ARCHITECTS, P.A.

Structural Plans,  
Sections & Details

Structural Plans,  
Sections & Details

K-11709  
S-1

*George P. A. Jones*  
Professional Engineer

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SW-13-001

Visitor's Center  
Walkway, Gazebo  
and Balcony  
Reconstruction

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:

**NJMC FILE NO. SW-13-001**

**VISITOR'S CENTER WALKWAY, GAZEBO & BALCONY RECONSTRUCTION**

THE WORK to be performed under this Contract generally consists of the reconstruction of the existing emergency egress walkway and the existing balcony for the Visitor's Center. The remnants of the existing walkway will need to be removed prior to the reconstruction. The existing gazebo will need to be removed as well, but some pieces will need to be saved for reuse in the new gazebo. The balcony around the Visitor's Center needs to be dismantled and a new one constructed according to the plans.

The project will be known as the "Visitor's Center Walkway, Gazebo and Balcony Reconstruction." Access to and from the project area will be through the impoundment and the Environmental Center/Visitor's Center Building at 2 DeKorte Park Plaza, Lyndhurst, NJ 07071. Additionally, the staging areas for the project will be in front of the Environmental Center as well as portions of the parking lot for that building.

BIDS will be received at the above address until 11:00 AM prevailing time, on **Friday, March 6, 2015**. At the termination of the time for receipt of bids, the bids received will be opened. Bids will **not** be accepted after 11:00 AM on that day. Bids will also be opened at this date and time in a public forum at the above address.

CONTRACT DOCUMENTS (specifications and plans) will be available for review at the NJMC offices beginning on Monday, **January 5, 2015, after 12:00 PM**. Copies of the specifications and the plan set may be obtained at the NJMC Offices upon payment of the non-refundable fee for each set of \$250.00. Checks shall be made payable to "NJMC". The documents do not have to be returned. The NJMC will ship Contract Documents to Bidder via Federal Express, or other carrier service, using the bidder's account number. Only the listed purchaser of the documents will be allowed to bid.

A PRE-BID MEETING will be held on **Friday, February 6, 2015**, at 1:30 PM at the above address. The pre-bid meeting will consist of a short meeting at the NJMC offices, followed by a project site visit. Contract Documents may be purchased on the day of the meeting.

THE CONTRACT TIME is 270 consecutive calendar days from the start date given in the Notice-To-Proceed.

A BID DEPOSIT in the amount of five percent of the bid, but not exceeding \$20,000.00, 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](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

SW-13-001

Visitor's Center  
Walkway, Gazebo  
and Balcony  
Reconstruction

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) attend a pre-bid meeting, at which time the bidder will visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the work. Individuals attending the project site visit are expected to have the appropriate personal protective equipment (PPE); (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 twelve (12) working days prior to the receipt of bids.
- 4.2 No interpretation of the Contract Documents will be made orally. Only the interpretations and/or corrections issued as a written Addendum to the RFP signed by Thomas R. Marturano, P.E., Director of Solid Waste and Natural Resources, shall be binding. All interpretation and supplemental instructions will



be in the form of written addenda to the Contract Documents. Addenda will be emailed by 4:00 pm seven (7) business days before bids are due and will be followed by a hardcopy sent by registered mail (with return receipt requested) to all who have obtained copies of the Contract Documents. The receipt of all email messages must be acknowledged by a return email to the NJMC from the Bidder. 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 N.J.S.A. 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 60 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 securities that were submitted in the form of certified check (bonds will be returned upon request from the Bidder) 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 60 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 nonconforming, non-responsive or conditional bids; 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 60 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 N.J.A.C.

- 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 N.J.S.A. 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 N.J.S.A. 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 N.J.S.A. 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 State Ethics Commission.
- 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 N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the State Ethics Commission, 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 State Ethics Commission 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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees places by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status,

- affectional or sexual orientation, gender identity of expression, disability, nationality or sex.
- C. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractors' 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 with the Americans with Disabilities Act.
  - E. When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by **N.J.A.C. 17:27-7.2**; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with **N.J.A.C. 17:27-7.2**.
- 23.2 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 assurance from the construction trade union at least five business days prior to the commencement of the construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this

chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

- B. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
1. To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  2. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  3. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
  4. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
  5. If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

6. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
  - i. The contractor or subcontractor shall interview the referred minority or women worker.
  - ii. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
  - iii. The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
  - iv. If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by

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

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

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a monthly thereafter for the duration to his 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 the on-the-job programs for outreach and training of minorities and women.

- D. The contractor and its subcontractor shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public

agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

1. All construction contracts entered into and funded, in whole or in part, by the State shall include mandatory equal employment opportunity and affirmative action contract language that requires contractors to make a good faith effort to recruit and employ minorities and women as required by the provisions of the regulations promulgated in the New Jersey Administrative Code, including but not limited to N.J.A.C. 17:27-3.6 to 3.8 and 17:27-7.3 and 7.4. As to the portion of each contract that is State funded, the language of the contract shall provide that payment may be withheld for failure of the contractor to demonstrate to the satisfaction of the reporting agency that the required good faith effort was made. Failure of a contractor to satisfy the good faith effort requirement of its contract may also subject it to assessments imposed pursuant to findings of the Division of Public Contracts Equal Employment Opportunity Compliance, in accordance with administrative regulation N.J.A.C. 17:27-10.

**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 N.J.A.C. 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/](http://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. 34:11-25.25 *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 [www.state.nj.us/treasury/revenue/busregcert.htm](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 (N.J.S.A. 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](http://lwd.dol.state.nj.us/labor/wagehour/regperm/pw_cont_reg.html) or by calling (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 all bidders)**

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**

SW-13-001

Visitor's Center  
Walkway, Gazebo  
and Balcony  
Reconstruction

BID FOR CONTRACT  
NJMC FILE NO. SW-13-001

Section 00300

**SECTION 00300**

**STATE OF NEW JERSEY**  
**NEW JERSEY MEADOWLANDS COMMISSION**

**BID FOR CONTRACT NJMC FILE NO. SW-13-001**

TO: The New Jersey Meadowlands Commission (NJMC)

This bid will not be accepted after 11:00 AM prevailing local time on **Friday, March 6, 2015**, 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.

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(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
12. Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions

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.



**SCHEDULE OF BID PRICES**

**ITEM DESCRIPTION**

**1) MOBILIZATION/DEMOBILIZATION - Not to Exceed 10% of the Total Bid: LUMP SUM**

\_\_\_\_\_ DOLLARS  
(Lump Sum Amount in Words)

\$ \_\_\_\_\_  
(Lump Sum Amount in Figures)

**2) EMERGENCY EGRESS WALKWAY AND GAZEBO RECONSTRUCTION - 2: LUMP SUM**

\_\_\_\_\_ DOLLARS  
(Lump Sum Amount in Words)

\$ \_\_\_\_\_  
(Lump Sum Amount in Figures)

**TOTAL BID AMOUNT NOT TO EXCEED - SUM OF ITEMS 1 AND 2**

\_\_\_\_\_ 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 2 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**

SW-13-001

Visitor's Center  
Walkway, Gazebo  
and Balcony  
Reconstruction

BID FORMS

Section 00400

**SECTION 00410**

STATE OF NEW JERSEY  
NEW JERSEY MEADOWLANDS COMMISSION

**BID BOND FOR CONTRACT SW-13-001**

**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 SW-13-001**

**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 SW-13-001**

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 &amp; 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 SW-13-001**

*PURSUANT TO THE PROVISIONS OF CHAPTER 33  
OF THE LAWS OF 1977, ALSO KNOWN AS N.J.S.A. 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 SW-13-001**

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 SW-13-001**

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 SW-13-001**

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**





**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 SW-13-001**

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 SW-13-001**

Please be advised that, pursuant to L. 1995, c. 159, effective January 1, 1996, and codified at N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership of S corporation under contract to provide goods or 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 and services or construction projects, 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, partner's or shareholder's share of the payment of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off.

The Division of Taxation may initiate procedures to set off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the contract payment due to a vendor by the amount of that vendor's state tax indebtedness or, in the case of a vendor-partnership or vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S-corporation, respectively. N.J.A.C. 18:2-8.3.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within 30 days of such notice under the procedures for protest established under N.J.S.A. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under N.J.S.A. 59:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L. 1987, c. 184 (N.J.S.A. 52:32-35) 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: \_\_\_\_\_

**SECTION 00486**

**STATE OF NEW JERSEY**  
**NEW JERSEY MEADOWLANDS COMMISSION**

**CORPORATE RESOLUTION FORM FOR CONTRACT SW-13-001**

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**

## SECTION 00489 - INFORMATION AND INSTRUCTIONS FOR COMPLETING "TWO-YEAR CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS" FORMS

	<b>State of New Jersey</b> <b>Division of Purchase and Property</b> Two-Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions
<b>For AGENCY USE ONLY</b>	
<b>General Information</b>	
Solicitation, RFP or Contract No. <input type="text"/>	Award Amount <input type="text"/>
Description of Services <input type="text"/>	
<b>Agency Contact Information</b>	
Agency <input type="text"/>	Contact Person <input type="text"/>
Phone Number <input type="text"/>	Agency Email <input type="text"/>
<b>Part 1: Vendor Information</b>	
Full Legal Business Name <input type="text"/> (Including trade name if applicable)	
<b>Business Type</b>	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Professional Corporation <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Limited Liability Partnership
Address 1 <input type="text"/>	Address 2 <input type="text"/>
City <input type="text"/> State <input type="text"/>	Zip <input type="text"/> Phone <input type="text"/>
Vendor Email <input type="text"/>	Vendor FEIN <input type="text"/>
<b>Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification</b>	
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, <i>municipal</i> political party committee; OR	
(iii) Any <i>legislative leadership committee</i> .	
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 <i>municipal</i> 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, <i>municipal</i> political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.	
<b>PLEASE NOTE:</b> 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	<input type="text"/>	Address of Recipient	<input type="text"/>
Date of Contribution	<input type="text"/>	Amount of Contribution	<input type="text"/>
Type of Contribution (i.e. currency, check, loan, in-kind) <input type="text"/>			
Contributor Name <input type="text"/>			
Relationship of Contributor to the Vendor <input type="text"/>			
Contributor Address <input type="text"/>			
City	<input type="text"/>	State	<input type="text"/>
		Zip	<input type="text"/>

**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](mailto:cd134@treas.state.nj.us), or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9<sup>th</sup> 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.

SW-13-001

Visitor's Center  
Walkway, Gazebo  
and Balcony  
Reconstruction

CONTRACT  
NJMC FILE NO. SW-13-001

Section 00500

**SECTION 00500**

**STATE OF NEW JERSEY**  
**NEW JERSEY MEADOWLANDS COMMISSION**

**CONTRACT SW-13-001**

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 NJMC FILE NO. SW-13-001: VISITOR'S CENTER WALKWAY, GAZEBO AND BALCONY RECONSTRUCTION, 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 270 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 270 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 RESIDENT ENGINEER STATUS DURING THE PROJECT:**

9.1 All work under this Contract shall be done under the observation of the Resident Engineer. The Resident Engineer 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 Plans and Specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

9.2 The Resident Engineer shall be an employee or agent of NJMC. In addition, the Resident Engineer may designate additional individuals to act on his/her behalf on a temporary basis, depending on the type of work occurring at the Project Site. At all times, these individuals shall have the same responsibilities and authority as the Resident Engineer. In addition, throughout the Contract Documents, the term "Resident Engineer" refers to the Resident Engineer and his/her designates.

9.3 The Resident Engineer 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 Resident Engineer will keep the NJMC informed of the quality and progress of the Work.

9.4 The Resident Engineer 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.

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

9.6 The Resident Engineer 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 Resident Engineer will not be responsible for the failure of the Contractor to furnish or perform the Work in accordance with the Contract Documents.

9.7 The Resident Engineer 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.

## **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

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(Date)

**END OF SECTION 00500**

SW-13-001

Visitor's Center  
Walkway, Gazebo  
and Balcony  
Reconstruction

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 Resident Engineer, 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.

Resident Engineer - 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.

### SCHEDULED HOLIDAYS

Thursday, January 1, 2015	New Year's Day
Monday, January 19, 2015	Martin Luther King, Jr. Day
Monday, February 16, 2015	President's Day
Friday, April 3, 2015	Good Friday
Monday, May 25, 2015	Memorial Day
Friday, July 3, 2013	Independence Day
Monday, September 7, 2015	Labor Day
Monday, October 12, 2015	Columbus Day
Tuesday, November 3, 2015	Election Day
Wednesday, November 11, 2015	Veteran's Day
Thursday, November 26, 2015	Thanksgiving Day
Friday, December 25, 2015	Christmas Day

## 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 Resident Engineer any conflict, error, or discrepancy that he may discover; and shall obtain a written interpretation or clarification from the Resident Engineer before proceeding with any Work affected thereby. However, the Contractor shall not be liable to the NJMC or the Resident Engineer 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 Resident Engineer 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 Resident Engineer, 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 Resident Engineer.

2.8 The progress schedule will be accepted by the Resident Engineer 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 Resident Engineer 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 Resident Engineer 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 Resident Engineer in evaluating each application. The Resident Engineer 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 Resident Engineer as needed.

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 Resident Engineer in writing. Before proceeding with affected work, the Contractor shall obtain a written interpretation or clarification from the Resident Engineer (except for an emergency authorized in accordance with paragraph 6.16). The Contractor shall not be liable to the NJMC or the Resident Engineer 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 Resident Engineer, 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 Resident Engineer, or any of the Resident Engineer'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 Resident Engineer 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 Resident Engineer 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 Resident Engineer's approval of a shop drawing or sample (pursuant to paragraph 2.10).
- C. The Resident Engineer'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 Resident Engineer, and without the specific written verification or adaptation by the Resident Engineer.

#### **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 Resident Engineer 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 Contractor shall adhere to all conditions noted on the Contract Plans and shall be constrained to the limit of disturbance as shown therein except when modified and approved in writing by the NJMC and property owners(s). Several of these plans may contain specific restrictions for access, timing of work, and staging of equipment and materials. The restrictions stated in these plans shall apply to the Project Work and any deviations to the Work due to these restrictions shall not result in a change order or any additional costs to the Owner.

4.4 For the properties on which equipment and/or material will be staged and/or dewatered, the Contractor shall adhere to the conditions noted on the Contract Plans. The Contractor shall not deviate from the locations or footprints or setup of staging and dewatering areas as shown on the Contract Plans without express written permission from the Resident Engineer.

4.5 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 Resident Engineer 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.

4.5 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 Resident Engineer. The Contractor will cease work in the area, except in the case of an emergency. The Resident Engineer 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.

4.6 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 Resident Engineer in writing. Before proceeding with affected work, the Contractor shall obtain a written interpretation or clarification from the Resident Engineer.

4.7 The Resident Engineer 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 Resident Engineer's conclusions in writing within a reasonable amount of time.

4.8 If the Resident Engineer 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 Resident Engineer, 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 Resident Engineer 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 Resident Engineer, 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 Resident Engineer, 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 Resident Engineer.

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 Resident Engineer 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 Resident Engineer 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 Resident Engineer'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 Resident Engineer or the NJMC.

6.16 The Contractor and his subcontractors shall protect the Work against any damage caused by the weather. If the Resident Engineer 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 Resident Engineer 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 Resident Engineer 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 and Workforce Development, 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 Resident Engineer 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 Resident Engineer 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 Resident Engineer 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 CHANGES IN THE WORK:**

8.1 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.

8.2 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.

8.3 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.

## **9.0 CHANGE OF CONTRACT PRICE:**

9.1 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 Resident Engineer, 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 Resident Engineer.

9.2 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 Resident Engineer. 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).

9.3 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.

## **10.0 CHANGE OF CONTRACT TIME:**

10.1 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 Resident Engineer 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 Resident Engineer shall determine the validity of all claims for adjustment to the Contract Time.

10.2 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.

10.3 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.

#### **11.0 TESTS AND INSPECTIONS, DEFECTIVE WORK:**

11.1 The Resident Engineer 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.

11.2 The Contractor shall give the Resident Engineer timely notice of the readiness of the Work for all required observations, inspections, and testing. The Resident Engineer shall give the Contractor timely notice of any problems with the Work.

11.3 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 Resident Engineer with the required certificates of inspection, testing, and approval.

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

11.5 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.

11.6 If the Contractor fails to correct defective work within a reasonable time after the receipt of a written notice by the Resident Engineer, 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.

11.7 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.

## 12.0 PAYMENTS TO CONTRACTOR; INSPECTION AND COMPLETION:

12.1 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 Resident Engineer from Contractor	First Friday of the following month
Resident Engineer 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 Resident Engineer
Payment to Contractor	Twenty working days after NJMC approval.

12.2 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 Resident Engineer 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 Resident Engineer may reasonably request.

12.3 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.

12.4 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.

12.5 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.

12.6 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".

12.7 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.

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

- A. The Work has progressed to the point indicated.
- B. To the best of Resident Engineer 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 Resident Engineer's recommendation).

C. The Contractor is entitled to payment in the amount recommended.

However, by making any such recommendation, the Resident Engineer 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).

12.9 The Resident Engineer may refuse to recommend payment of the whole or any part of any application, if in Resident Engineer's opinion, it would be incorrect to make such representations to the NJMC. The Resident Engineer 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 Resident Engineer'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 P.L. 1975, 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.

12.10 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.

12.11 Final Inspection: Upon written notice from the Contractor that the Work is complete, the Resident Engineer shall make a final inspection with the Contractor and the NJMC. The Resident Engineer shall notify the Contractor (based on the Resident Engineer'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 Resident Engineer.

12.12 Acceptance of the Work: After the Contractor has addressed all deficiencies to the satisfaction of the Resident Engineer, delivered all operations and maintenance instructions, all schedules, guarantees, certificates of inspection, and other documents in accordance with the Contract Documents, the Resident Engineer shall notify the Contractor and the NJMC in writing that the Work is acceptable, subject to the provisions of paragraph 12.17.

12.13 Application for Final Payment:

After the Resident Engineer has notified the Contractor of the acceptance of the Work in accordance with paragraph 12.12, 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 Resident Engineer 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.**

12.14 Acceptance of Final Payment Application: If the Resident Engineer's review of the application for final payment and the accompanying documentation reveals the submittal is in accordance with the Contract Documents, and the Resident Engineer is satisfied that the Contractor has fulfilled all his obligations, the Resident Engineer shall give written notice to the Contractor and the NJMC that the Project has been completed, subject to the provisions of paragraph 12.17, and shall present the final payment application to the NJMC.

12.15 If the Resident Engineer's review indicates the application or any of the accompanying documentation is not in order, the Resident Engineer shall return the application to the Contractor, indicating in writing the reasons for not recommending



payment. The Contractor shall address all the Resident Engineer's concerns, make the necessary additions and/or corrections, and resubmit the application.

12.16 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 Resident Engineer, other than those previously made in writing and still unsettled.

12.17 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 Resident Engineer to pay any application for payment, or Resident Engineer's issuance of the notice of Project Completion pursuant to paragraph 12.14 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.

12.18 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.

### **13.0 SUSPENSION OF WORK AND TERMINATION:**

13.1 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 Resident Engineer. 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.

13.2 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.

13.3 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.

#### **14.0 MISCELLANEOUS ITEMS:**

14.1 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 Resident Engineer. 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.

14.2 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.

14.3 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**

SW-13-001

Visitor's Center  
Walkway, Gazebo  
and Balcony  
Reconstruction

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 the Visitor's Center in Richard DeKorte Park, home of the NJMC Administrative Office Complex in Lyndhurst New Jersey (Block 237, Lots 1).

#### **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: Reconstruct emergency egress walkway; Replace railing, decking and gazebo; Repair connection to the Visitor's Center.

3.2 The work under this contract shall be completed within 270 consecutive calendar days from the date specified in the Notice-to-Proceed.

3.3 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 Resident Engineer. NJMC holidays fall within the contract period. Work is not allowed on these days without the prior permission from the Resident Engineer.

#### **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 NJMC FILE NO. SW-13-001  
VISITOR'S CENTER WALKWAY, GAZEBO AND BALCONY RECONSTRUCTION  
DO NOT OPEN  
DELIVER TO TOM MARTURANO**

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 6.1; 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 6.1.

- 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 the Resident Engineer 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 Resident Engineer 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 270 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 Resident Engineer.

B. All costs incurred by the NJMC for overtime payments to the Resident Engineer 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 Resident Engineer). All such inspection costs shall be at a rate of \$100.00 per hour.



- C. All costs of the Resident Engineer 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 Electrical service is provided for contractor's personnel working on the Project.

## **12.0 TELEPHONE SERVICE:**

- 12.1 The Contractor is responsible for providing telephone service for use of its personnel working on the Project.

## **13.0 CONTRACTOR'S OFFICE:**

- 13.1 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 Resident Engineer for approval. Any costs to be borne by the contractor.

## **14.0 SITE ACCESS AND COORDINATION WITH NJMC OPERATIONS:**

- 14.1 Site access is designated on the drawings. The Contractor shall exercise extreme caution when accessing the project site within Richard W. DeKorte Park, a public park open seven days dawn to dusk. All facilities will be open during the course of the Project. NJMC Administrative Office Building is open Monday-Friday, 8am -5pm.

The Meadowlands Environment Center and the Center for Environmental and Scientific Study provide school programs for Grades K-12 including evenings. The MEC is open M-F. The Science Center is open 7 days.

The contractor shall install temporary safety fencing as indicated on the drawings. The Contractor shall maintain the safety fencing throughout the contract period.

The Contractor shall take additional precautions as needed to ensure the utmost safety of visitors. This may include temporary signage, fencing, and barricades. All costs in connection with these safety measures shall be borne by the contractor.

The Contractor shall not interfere with the NJMC operations in any manner. Should conflicts arise; the NJMC operations will take precedence over the Contractor's operations.

**15.0 SITE SECURITY:**

15.1 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. All costs in connection with the providing of the site security shall be borne by the contractor.

**16.0 CONTRACTOR'S STORAGE AREA:**

16.1 The Contractor may use the area designated on the drawings for material storage. The Resident Engineer may approve other storage areas, if requested by the Contractor.

**17.0 PRE-BID MEETING:**

17.1 A pre-bid meeting will be held at 1:30 PM on Friday, February 6, 2015 (Snow date February 9 - same time). The meeting will be held at the site.

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

**18.0 FREE DISPOSAL OF WASTE MATERIALS:**

18.1 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.

**19.0 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**

SW-13-001

Visitor's Center  
Walkway, Gazebo  
and Balcony  
Reconstruction

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 Resident Engineer and the NJMC.
- I. Operation of construction equipment outside the boundaries of the construction area.
- J. The use of palliatives for dust control.
- K. Violation of conditions set forth in the Project Permits.
- L. Washing and cleanup of trucks and other construction vehicles and equipment on site.
- M. Damaging vegetation adjacent to or outside of the limits of disturbance.

## **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 Resident Engineer.
- 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 Resident Engineer 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. If necessary, the Contractor shall take effective measures,

sprinklers and covered trucks, to minimize dust production and spreading as a result of construction activities on the site and hauling operation off the site.

- 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. Vehicles leaving the site are to have tires free of mud, and no materials are to be dropped along the public way, which would cause damage to the road surface or public injury.

#### **6.0 NOISE EMISSION AND CONTROL:**

- 6.1 The Resident Engineer 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**

SW-13-001

Visitor's Center  
Walkway, Gazebo  
and Balcony  
Reconstruction

GENERAL REQUIREMENTS

Section 01000

**SECTION 01000**

**GENERAL REQUIREMENTS**

The following Sections include the general requirements for the Project.



## 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
ACI	American Concrete Institute
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
cfs	cubic feet per second
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)
ISO	International Organization for Standardization
lb.	pound(s)
LF	linear foot
MSDS	Material Safety Data Sheet
NAVD88	North American Vertical Datum of 1988
NGVD29	National Geodetic Vertical Datum of 1929
NIST	National Institute of Standards and Technology
NJAC	New Jersey Administrative Code
NJDEP (DEP)	New Jersey Department of Environmental Protection
NJDOT	New Jersey Department of Transportation
NJMC	New Jersey Meadowlands Commission
NJSA	New Jersey Statutes Annotated
NJTA	New Jersey Turnpike Authority
No.	number
NOAA	National Oceanic and Atmospheric Administration
OSHA	Occupational Safety and Health Administration
psi	pounds per square inch

psf	pounds per square foot
PVC	Polyvinyl Chloride
QPL	Qualified Product List
RCP	Reinforced Concrete Pipe
ROW	Right-of-Way
rpm	revolutions per minute
SESC	Soil Erosion and Sediment Control
SI	International System of Units
sq. ft.	square foot(feet)
sq. in.	square inch(es)
USACE	United States Army Corps of Engineers
USEPA (EPA)	United States Environmental Protection Agency
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 where necessary to discuss the progress and prosecution of the Work. The meetings will be held at the time and place designated by the Resident Engineer. The Resident Engineer 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 Resident Engineer 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 Resident Engineer, 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 Resident Engineer'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 Resident Engineer, 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 Resident Engineer 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 Resident Engineer 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 Resident Engineer by the Contractor. The Resident Engineer 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 Resident Engineer are not Change Orders; that the purpose of submittals by the Contractor is to demonstrate to the Resident Engineer 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 Resident Engineer has given written concurrence to the specific deviations. Concurrence by the Resident Engineer shall not relieve the Contractor from his responsibility for errors and omissions in the submittals.

2.9 The Resident Engineer will review and comment on submittals with reasonable promptness provided the submissions are complete. The Resident Engineer'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 Resident Engineer'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 Resident Engineer 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 01410 - FIELD AND LABORATORY TESTING SERVICES

### 1.0 REQUIREMENTS:

1.1 The Contractor shall submit samples of all materials and products, as required. Certified reports of results of tests and analyses shall be furnished, either prior to beginning or during the progress of the work, as may be necessary to demonstrate that they conform to the Specifications. The Contractor shall engage the services of independent, qualified testing agencies to perform all laboratory and field tests and analyses on all materials and products used during construction, as specified in the relevant sections of these specifications. Materials requiring testing, either prior to and/or during use, include, but are not limited to, fill and backfill materials, aggregates, mixed and placed concrete, geotextiles, slurry wall materials, and other materials specified herein. Tests shall be performed at the minimum frequencies specified. Results of all tests shall be submitted to the Resident Engineer for review in a timely manner. Samples shall be furnished, taken, stored, packed, shipped and tested, at the expense of the Contractor.

The Contractor shall submit data and samples, or place his orders, sufficiently early to permit consideration, inspection, testing and approval before the materials are necessary for incorporation in the work. Any delays resulting from his failure to do so shall not be used as a basis of a claim against NJMC or the Resident Engineer

The NJMC and the Resident Engineer reserve the right to perform tests on any materials or products, in addition to those performed by the Contractor. If the Resident Engineer orders additional sampling and analyses or test of materials which are usually accepted on certification of the manufacturer or which appear defective or not conforming to the requirements of the Specifications, such sampling and analyses or tests will be performed by a laboratory selected by NJMC. The NJMC will bear the costs of tests and analyses, if the materials are found to be sound and conforming to the Specifications; if the materials are found defective or not conforming to the Specifications, the Contractor shall bear all of the costs.

1.2 Tests required by NJMC shall not relieve the Contractor from the responsibility of supplying certificates from manufacturers or suppliers to demonstrate conformance with the Specifications.

Certificate of Manufacturers - For pipe, cement, steel reinforcement, and similar materials that are normally tested in the shop by the manufacturer, the Contractor shall furnish the Resident Engineer certified records of physical, chemical and other pertinent tests, and/or certified statements from the manufacturer that the materials have been manufactured and tested in conformity with the Specifications. Where such a small quantity of material is required as to make physical tests or chemical analyses impractical, a certificate from the manufacturer stating the results of such tests or analyses of similar materials, which

were concurrently produced, may, at the discretion of the Resident Engineer, be considered as the basis for the acceptance of such materials.

**END OF SECTION 01410**



## 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 Resident Engineer.
- 1.3 Review by the Resident Engineer 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 Resident Engineer.
- 1.6 Except as necessary during actual working hours (and then only with the specific approval of the Resident Engineer), 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 Resident Engineer.

### **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 Resident Engineer.
- 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 01550 - HEALTH AND SAFETY PROVISIONS

### 1.0 GENERAL REQUIREMENTS:

The following personal protective equipment (PPE) will be required for the work to be performed within a specific area:

- Hard hat, safety glasses, steel toe/shank work boots, traffic safety vest;
- Personal floatation device when working within 10 feet of the impoundment;

The Contractor is responsible to monitor working conditions at all times during construction and, if it is found to be necessary, to provide appropriate protective clothing, equipment and facilities for its personnel, and/or to establish workplace procedures to ensure their safety, and to enforce the use of these procedures, equipment and/or facilities.

The Contractor shall prepare and implement a Health and Safety protection program which shall be described in detail in a site-specific health and safety plan (HASP). The HASP shall require the Contractor to have a Site Health and Safety Coordinator (SHSC).

The Contractor shall engage an independent, qualified health and safety expert to monitor Site conditions during construction activities and recommend all necessary health and safety protection. The Contractor shall follow such recommendations and shall provide such protection to his personnel and personnel of the Owner and Resident Engineer, as may be affected.

The Contractor shall comply with all Federal, State, and local safety and health requirements related to the presence of combustible gases, nausea-inducing gases, hazardous substances, and physical hazards, as well as the specific requirements stated in this Section and else in the Specifications.

In addition to the above requirements, the Contractor shall comply with the following requirements:

- A. All construction equipment on the Site shall be equipped with vertical exhaust pipes or spark-proof exhausts.
- B. Smoking shall not be permitted in any area where gases can accumulate, or in the vicinity of any combustible material, such as a wood, paper, brush, etc.

### 2.0 APPLICABLE REGULATIONS

The Contractor and his subcontractors shall comply with all applicable Federal, State, and local laws and regulations concerning worker health and safety. All work shall be in accordance with safety and health regulations promulgated by the U.S. Department

of Labor OSHA at 29 CFR 1910: Occupational Safety and Health Standards and at 29 CFR 1926: Safety and Health Regulations for Construction.

### **3.0 SUBMITTALS**

- 3.1 Site-Specific Health and Safety Plan – Prior to commencement of the work, the Contractor shall:
  - A. Submit in writing a site-specific health and safety plan (HASP); and
  - B. Meet with the Resident Engineer to develop mutual understandings relative to the compliance with the provisions of this Section and implementation of the HASP.

### **4.0 EXECUTION**

The Contractor shall implement the Health and Safety protection program, as prepared by his independent, qualified health and safety expert. The HASP shall require the Contractor to have a Site Health and Safety Coordinator (SHSC) present at all times during construction activities.

**END OF SECTION 01550**

## 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 NJMC 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 Resident Engineer 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 Resident Engineer, 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 Resident Engineer 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 Resident Engineer 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 Resident Engineer 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 Resident Engineer will select the drawings desired for permanent records. Contractor shall furnish these in a bound set to the Resident Engineer.
- 1.9 The Project Record Documents shall be submitted by Contractor to the Resident Engineer when all the Work is completed and shall be approved by the Resident Engineer 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 Resident Engineer, all defective material or workmanship of the Work that may appear within the guarantee period, to the satisfaction of the Resident Engineer and without any cost or expense to the Resident Engineer.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Date \_\_\_\_\_

Sworn to me before this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_ Notary Public

1.2 Scheduling of corrective Work will be determined by the Resident Engineer. 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 Resident Engineer may furnish such materials and labor as are necessary to bring the Work to the standard called for and the Contractor shall reimburse the Resident Engineer 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**

SW-13-001

Visitor's Center  
Walkway, Gazebo  
and Balcony  
Reconstruction

TECHNICAL SPECIFICATIONS-  
CONTRACT ITEMS

Section 01000

SW-13-001

Visitor's Center  
Walkway, Gazebo  
and Balcony  
Reconstruction

BID FORMS

Section 00400