

**New Jersey Sports & Exposition Authority**  
One DeKorte Park Plaza, Lyndhurst, New Jersey 07071  
(201) 460-1700



**DeKorte Park**  
**General Site Improvements**  
*SANDY RECOVERY PROJECT*

Richard W. DeKorte Park  
Lyndhurst, NJ

**Project Number: LA-15-01**

**SPECIFICATIONS**

September 3, 2015

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



New Jersey Sports and Exposition Authority  
One DeKorte Park Plaza  
PO Box 640  
Lyndhurst, New Jersey 07071  
Telephone: (201) 460-1700

September 28, 2015

To: All Purchasers of Construction Documents for Project:  
LA-15-01 DeKorte Park – General Site Improvements

From: Joanne DiLorenzo

Date: September 28, 2015

Subject: Addendum #1

The attached is an addendum to the bid specifications/drawings issued by the NJSEA dated September 3, 2015 for the above-named project.

This addendum includes clarification and changes discussed at the pre-bid meeting held on Friday, September 25, 2015 in addition to changes made by NJSEA design staff as a result of in-house discussions after the pre-bid meeting.

That agenda is attached hereto for those who were unable to attend.

Sincerely,

*Joanne DiLorenzo*

Joanne DiLorenzo  
Sr. Landscape Architect

(201) 460-4659

Addendum No. One

DeKorte Park – General Site Improvements  
Sandy Recovery Project  
Contract LA15-01

**The documents are hereby modified as follows:**

Changes/Corrections to Written Specs:

1. Page 00030-1: The length of the contract is correctly listed as 120 consecutive calendar days in the Advertisement for Bids.
2. Page 00700-2: The list of holidays that will occur during the time frame of this contract is revised as follows. The NJSEA office complex is not open on these days.

NJSEA SCHEDULED HOLIDAYS

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
Monday, January 18, 2016	Martin Luther King Day
Monday, February 15, 2016	President's Day

3. Page 00100-14 – New Jersey Prevailing Wage Act: A question was raised about the NJ Prevailing Wage Act and whether or not Union workers were required to perform work on this job.

**Clarification:** The NJ Prevailing Wage Act requires that all contractors and sub-contractors pay workers the current prevailing wage for their trade. Membership in a Union is not required. Please note that the Prevailing Wage Act only applies to work performed within DeKorte Park. Tasks performed off site (for example, a subcontractor fabricating the metal staircase) are not subject to the Prevailing Wage Act.

4. Page 02350-4, Item 3.2.A.5: A question was raised about the factor of compression strength. Item #5 states: *"Allowable working load in compression – Using a minimum Factor of Safety of 3.0."*

**No Change:** The factor of 3.0 is correct and shall remain.

5. Page 02350-5, Item 3.2.A.10: A question was raised as to whether this paragraph should be included in this specification.

**Change:** Item #10 shall be reworded as follows:

*3.2.A.10: The welded connection shall be made to the top of the central shaft lead section or extension by a weld at the 1" hole at the bottom of the bracket. The connection shall be capable of resisting a working uplift load of 250 pounds/pier with a factor of safety of 2.0.*

6. Page 02350-20 thru 02350-23: A question was raised as to additional soil test/load information.

Clarification: The load test information (provided in the two "Visual Inspection Reports" included in the spec) was performed on helical piers in DeKorte Park in substrate similar to substrate in the location staircase. This is the only soil/load information we have.

Changes/Corrections to the Contract Drawings:

7. Page 1 of 5, NOTE 1.C states: "If perforated pipe is not available, Contractor shall cut slits in non-perforated pipe to allow for drainage."

Clarification: Contractor may use perforated or non-perforated pipe taken from the stockpile on Disposal Road. Contractor does not have to cut slits in non-perforated pipe to allow for drainage.


9. Cover Page: A question was raised about length of granite curbing and concrete pavers to be replaced/relaid in the Plaza.

Clarification: See attached Addendum Drawing #1 (areas in pink) – The total length of granite curbing will be 60 linear feet. This will be split into two, 30-foot sections. The length of concrete paving to be re-laid is 60 linear feet; the width of pavers to be re-laid depends on correctly tying old pavers to old pavers. Use 4' to estimate width (for a total of approximately 240 SF of pavers to be replaced/relaid in this area).

10. Cover Page: Eliminate one 15' section of fabric covered pipe installation.

Clarification: See attached Addendum Drawing #2 (area in green) – Delete this section of pipe installation.

The Bidder shall acknowledge receipt of this Addendum in the area provided on the Bid Forms.

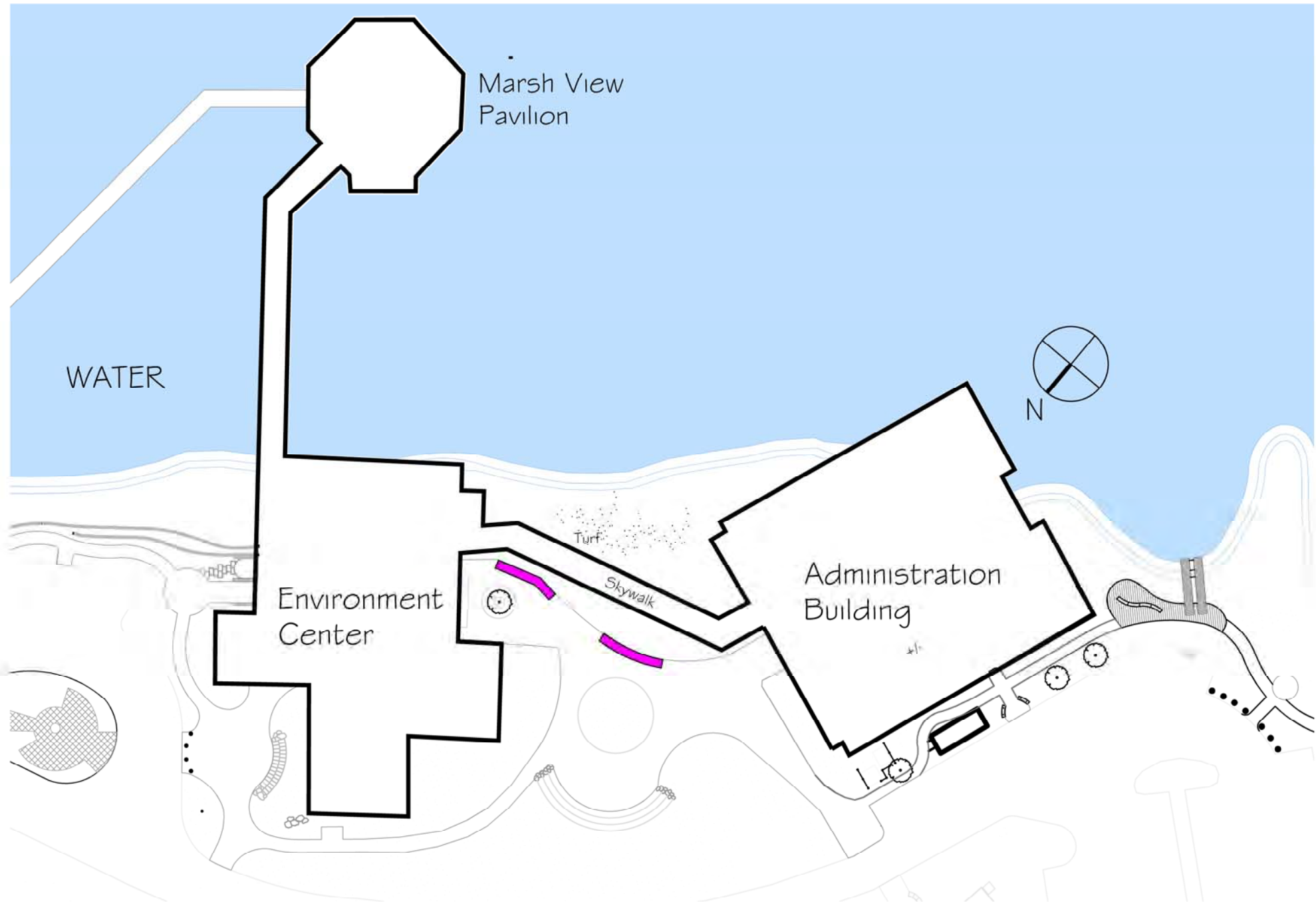
Issued By:   
Thomas R. Marturano, P.E.  
Director of Solid Waste and Natural Resources, NJSEA

Date: September 28, 2015

End of Addendum No. One

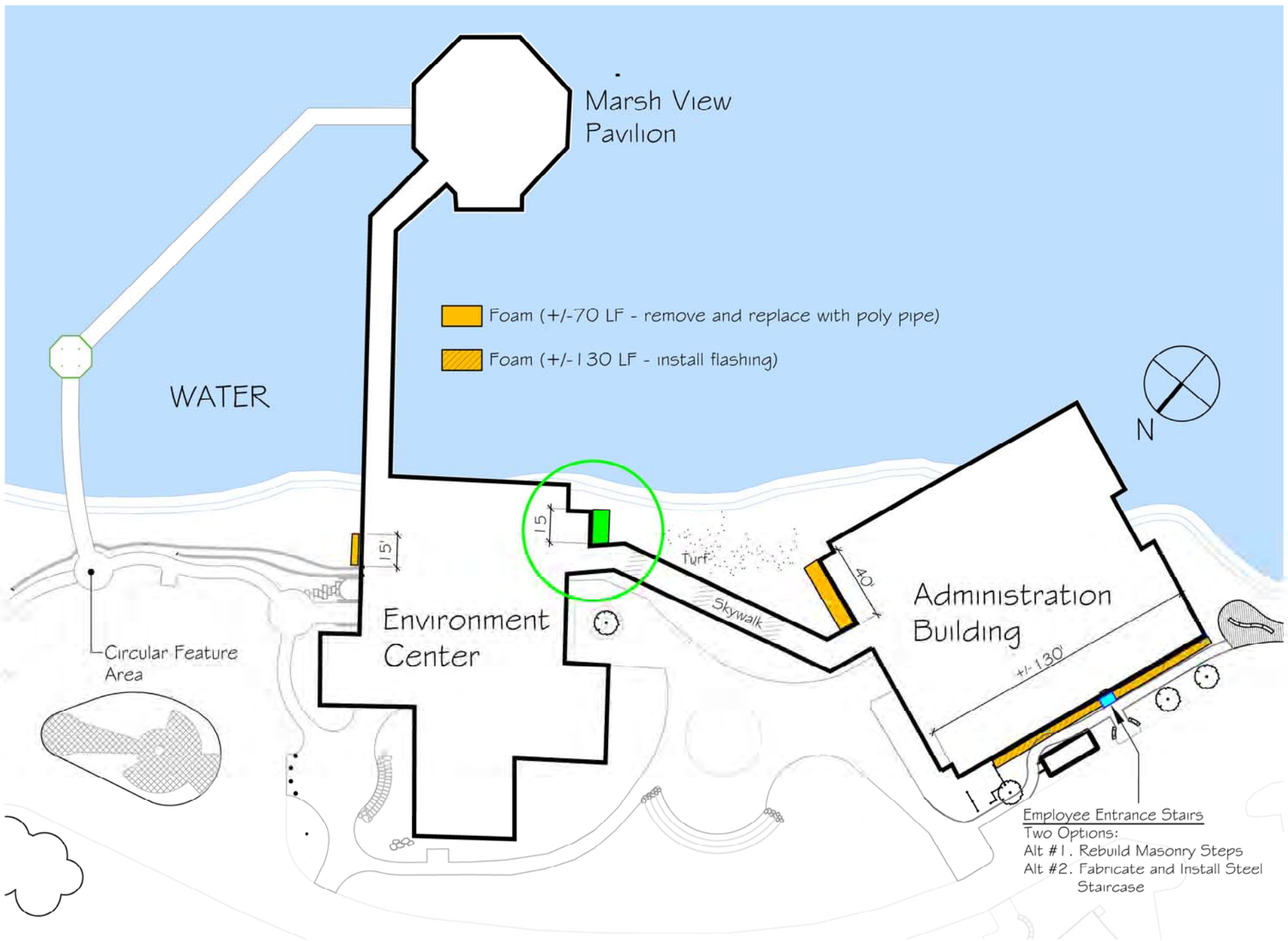
Contract LA-15-01





- Clarification on linear pavement and granite curb restoration (pink areas above):
- two lengths of pavement (each 30' long and approximately 3' wide) to be re-laid
  - granite curb shall be replaced along entire length of both sections (total 60 feet)
  - granite curb height shall be determined at time of restoration.

Addendum Drawing #1



Eliminate Installation of Fabric-Wrapped CPEP in Section colored green.



Addendum Drawing #2

DeKorte Park General Site Improvements

Contract LA 15-01

Pre-bid Meeting Agenda – Friday, September 25, 2015

**BID OPENING Wednesday October, 14, 2014 2:00 PM**

Last day to ask questions: Friday Oct 2, 2014

1. REVIEW of BID REQUIREMENTS: 11 forms

- Bid Security: 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.
- Consent of Surety
- Bidder's Experience Affidavit – 3 similar projects completed w/in the last 5 yrs.
- Bidder's Disclosure Form
- Bidder's Affidavit of Authorization
- Moral Integrity Affidavit
- Non-Collusion Affidavit
- Subcontractor Use Form
- Proof of Registration with the Public Works Contractor Registration Act **WITH THE BID** (For contractor and all listed subcontractors. Should a subcontractor be named after the Bid, that subcontractor must be registered prior to engaging in this Contract.)
- Notice to All Bidders of Set-Off for State Tax
- Corporate Resolution Form

2. REVIEW of CONTRACT REQUIREMENTS: Submitted by successful bidder only

- Proof of Valid Business Registration Certificate with the Division of Revenue in the Department of the Treasury **PRIOR TO CONTRACT AWARD.** (For contractor and all listed subcontractors.)
- Public Law 2005 Chapter 51 Pay to Play
- Public Law 2012 – McBride Principal Forms
- Affirmative Action Requirements – Initial Project and Monthly Project Workforce Report
- **NJ Prevailing Wage Act**
- Bonds & Insurance – See Specific Project Requirements
- Executive Order No 125 – Sandy Transparency. Contractor shall retain records for 5 yrs. / Info about contract posted on line
- Contract – submit (3) signed copies

3. CONTRACT:

- Scope of Work – 7 items
- Contract to be awarded at October 22<sup>nd</sup> NJSEA Board Meeting
- 120 Calendar Day Contract Time. Six holidays fall within contract range. Work is not allowed on these days without the prior permission from the NJSEA Project Representative.
- Work hours Monday-Friday between the hours of 7:30 AM – 5 PM. No work outside these times without prior permission from the NJSEA Project Representative
- Free Disposal @ Keegan Landfill
- Liquidated Damages – **Substantial completion does not apply to this contract.**
- All work as outlined in the contract including as built and payment procedure. Releases from all subcontractors must be complete within the 120 day contract period. Liquidated damages will be assessed at the sum of \$500 (five hundred dollars) for each and every calendar day over the contract end date.

**For Questions, Contact:** Joanne DiLorenzo, NJSEA; 1 DeKorte Park Plaza, Lyndhurst, NJ 07071; 201-460-4659





New Jersey Sports and Exposition Authority  
One DeKorte Park Plaza  
PO Box 640  
Lyndhurst, New Jersey 07071  
Telephone: (201) 460-1700

### Pre-Bid Meeting Sign-In Sheet

Date: Friday, September 25, 2015 @ 1:30 PM

Project: DeKorte Park General Site Improvements - Sandy Recovery Project  
Contract: LA -15-01

NAME / COMPANY	PHONE
1. EDWARD LEE / SIMPSON & BROWN	(732) 266-5310
2. JOHN Bello BALLOGRUND	201 343 7771
3. MARIO MAKSIMIAK SHAUGER	973 676-2100
4. CHRIS ROBERTO A&J CONSTRUCTION	732-919-3850
5. Michael Priore Priore Const. Serv.	973-8785-2262
6. KIMBERLY FAUCONIER SPARWICK	973 300 4704
7. Sean Kwiatek HC Constructors	908 534 3833
8. Gil Costa YOUR WAY	973-849-6614
9. James Rella Montana Const.	201-376-2187
10. Margie Yrton-Higgins Quality 1st Contracting	732.697-0557
11. Leo Casador CMS Construction	908-977-3880
12. ALVARO MARTINEZ IBC CONSTRUCTION	973 476 2628
13. Tekcon Construction ERIC DZIADYK	732-855-6800
14.	
15.	
16.	
17.	



**RECORD OF BID DOCUMENT DISTRIBUTION**

**NON-MANDATORY PRE-BID MEETING:**


**Friday, Sept. 25, 2015 – 1:30 PM @ NJSEA Admin. Building**  
**BID OPENING: 2 PM on Wednesday, Oct. 14, 2015**



New Jersey Sports and Exposition Authority  
 One DeKorte Park Plaza PO Box 640 Lyndhurst, NJ 07071  
 201-460-1700 Phone 201-460-8434 Fax


Project Manager Joanne DiLorenzo Phone 201-460-4659




Project Name & No. **DeKorte Park General Site Improvements - Sandy Recovery Project** Contract LA-15-01

Amount Per Set \$ 100.00 Postage \$TBD

Date Issued	Set Number	Firm Name & Address of Recipient	Name of Individual Recipient Telephone No. of Firm & Fax	Fee					Addenda Issued		
				Amount	Check	Cash	Date Rec'd	No. of Sets	1	2	3
9/3/15	1	 <b>Priore Construction Services LLC</b> <b>Michael Priore #1</b> Director of Operations mpriore@pri-con.com Main Office: 5 Peckman Road Little Falls, New Jersey 07424 Upstate NY Office: 837 Route 29 Fairfield, New York 13406 Cell: 973-851-6486 Office: 973-785-2262 Fax: 973-785-2261		\$100-	X		9/3/15	1			
9/9/15	2	CONSTRUCTION MARKET DATA GROUP 30 Technical Parkway South, Suite 100 Norcross, GA 30092 #2	sent 9/9/15 FED EX TRACKING: 774464747033	\$100-	X		9/9/15	1			
9/9/15	3	NEE Construction Services, LLC 3075 Rte 10 EAST, BLDG C, Suite 700 Denville, NJ 07834 #3	sent 9/10/15 Fed Ex TRACKING#: 774469572865	\$100-	X		9/9/15	1			
9/9/15	4	SPARWICK Construction Inc. 18 Rte 94 Lafayette, NJ 07848 Sharon Fanning #4	sent 9/10/15 Fed Ex TR: 774470041134	\$100	X		9/9/15	1			

Date Issued	Set Number	Firm Name & Address of Recipient (Legal Address of Firm-No PO Boxes) OR  ATTACH BUSINESS CARD	Name of Individual Recipient Telephone No. of Firm & Fax	Fee					Addenda Issued		
				Amount	Check	Cash	Date Rec'd	No. of Sets	1	2	3
9/11/15	5	 <p>Vincent Santaite Vice President</p> <p>Montana Construction Inc. 80 Contant Avenue Lodi, NJ 07644 Certified W.B.E. www.montanaconstructioninc.com</p> <p>Main: 973.478.5200 Fax: 973.478.7604 Cell: 201.694.7346 Email: vsantaite@montanaconstructioninc.com</p>		\$100 -	X		9/11/15	1			
9/14/15	6	 <p>Rod O'Hara Business Development</p> <p>Phone (908) 276-2776 Fax (908) 272-2627 Cell (908) 447-4237 E-Mail rohara@simpsonandbrown.com 119 North Avenue West, Cranford, NJ 07016</p>		\$100 -	X		9/14/15	1			
	7	<p>iSgFT, INC.</p> <p>4500 LAKE FOREST AVE Suite 502 Cincinnati, OH 45242</p>		\$100 -	X		9/14/15	1			

Date Issued	Set Number	Firm Name & Address of Recipient (Legal Address of Firm-No PO Boxes) OR  ATTACH BUSINESS CARD	Name of Individual Recipient Telephone No. of Firm & Fax	Fee					Addenda Issued			
				Amount	Check	Cash	Date Rec'd	No. of Sets	1	2	3	
9/17/15	8	HC Constructors 295 Rte 22 EAST Suite 101 West White House Station, NJ 08889	Bruce Jungc 908-534-3833	\$100	-	X		9/17/15	1			
9/18/15 9/18	9	TEKON Construction Inc 501 King George Rd Woodbridge NJ, 07095 732-555-6800 : OFFICE 732-555-8501 : FAX 732-433-2577 : CELL tekoneric@yahoo.com:EMAIL tekonrich@yahoo.com: A113		\$100	-	X		9/18/15	1			
9/20	10	 ESTIMATING (A) Michael Golden ML INC. BIZ ML, Inc. 65 South Street Passaic, NJ. 07055 tel: 973.470.9633 fax: 973.470.9665 mike@mlinc.biz www.mlinc.biz		\$100	-	X		9/21/15	1			

Date Issued	Set Number	Firm Name & Address of Recipient (Legal Address of Firm-No PO Boxes) OR  <b>ATTACH BUSINESS CARD</b>	Name of Individual Recipient Telephone No. of Firm & Fax	Fee					Addenda Issued		
				Amount	Check	Cash	Date Rec'd	No. of Sets	1	2	3
9/25/15	11	 <p><b>Chris Roedel</b> Operations <b>A&amp;J Construction Co.</b> Utility Contractors 5026 Industrial Road Farmingdale, NJ 07727 Office: 732-919-3850 Cell: 732-232-4676 Email: chris@ajconstruct.com</p> <p>#11</p>		\$100	-	X	9/25/15	1			
9/25/15	12	 <p><b>YOUR WAY CONSTRUCTION</b> General Construction and Site Work</p>  <p>Fully Insured &amp; Bonded</p> <p><b>Pedro Costa</b> Owner</p> <p>404 Colt Street Irvington, NJ 07111</p> <p>O: (973) 849-6614 O: (973) 849-6780 F: (973) 900-9164</p> <p>pcosta@yway.comcastbiz.net</p> <p>#12</p>		\$100	-	X	9/25/15	1			
9/25/15	13	<p><b>MARIO MAKSIMIAK.</b> Shauger Property Svc. Inc. 429 DODD street. EAST ORANGE, NJ 07017 mmaksimiak@shauger.com. 973-676-2100.</p>		\$100	-	X	9/25/15	1			





New Jersey Sports and Exposition Authority  
One DeKorte Park Plaza  
PO Box 640  
Lyndhurst, New Jersey 07071  
Telephone: (201) 460-1700

September 29, 2015

To: All Purchasers of Construction Documents for Project:  
LA-15-01 DeKorte Park – General Site Improvements

From: Joanne DiLorenzo

Date: September 28, 2015

Subject: Addendum #2

The attached is an addendum to the bid specifications/drawings issued by the NJSEA dated September 3, 2015 for the above-named project.

This addendum includes clarification on the number of square feet of concrete paving to re-lay at the entrance to the Boardwalk within DeKorte Park.

Sincerely,

*Joanne DiLorenzo*

Joanne DiLorenzo  
Sr. Landscape Architect

(201) 460-4659

Attached: Addendum Two  
Drawing #3

Addendum No. Two

DeKorte Park – General Site Improvements  
Sandy Recovery Project  
Contract LA-15-01

**The documents are hereby modified as follows:**

Clarification to the Contract Drawings:

1. Cover Page: Contractors shall use **600 SF** to estimate the area of concrete pavers to re-lay at the entrance to the Boardwalk within DeKorte Park.

See Addendum Drawing #3 attached.

The Bidder shall acknowledge receipt of this Addendum in the area provided on the Bid Forms.

Issued By: Thomas R. Marturano

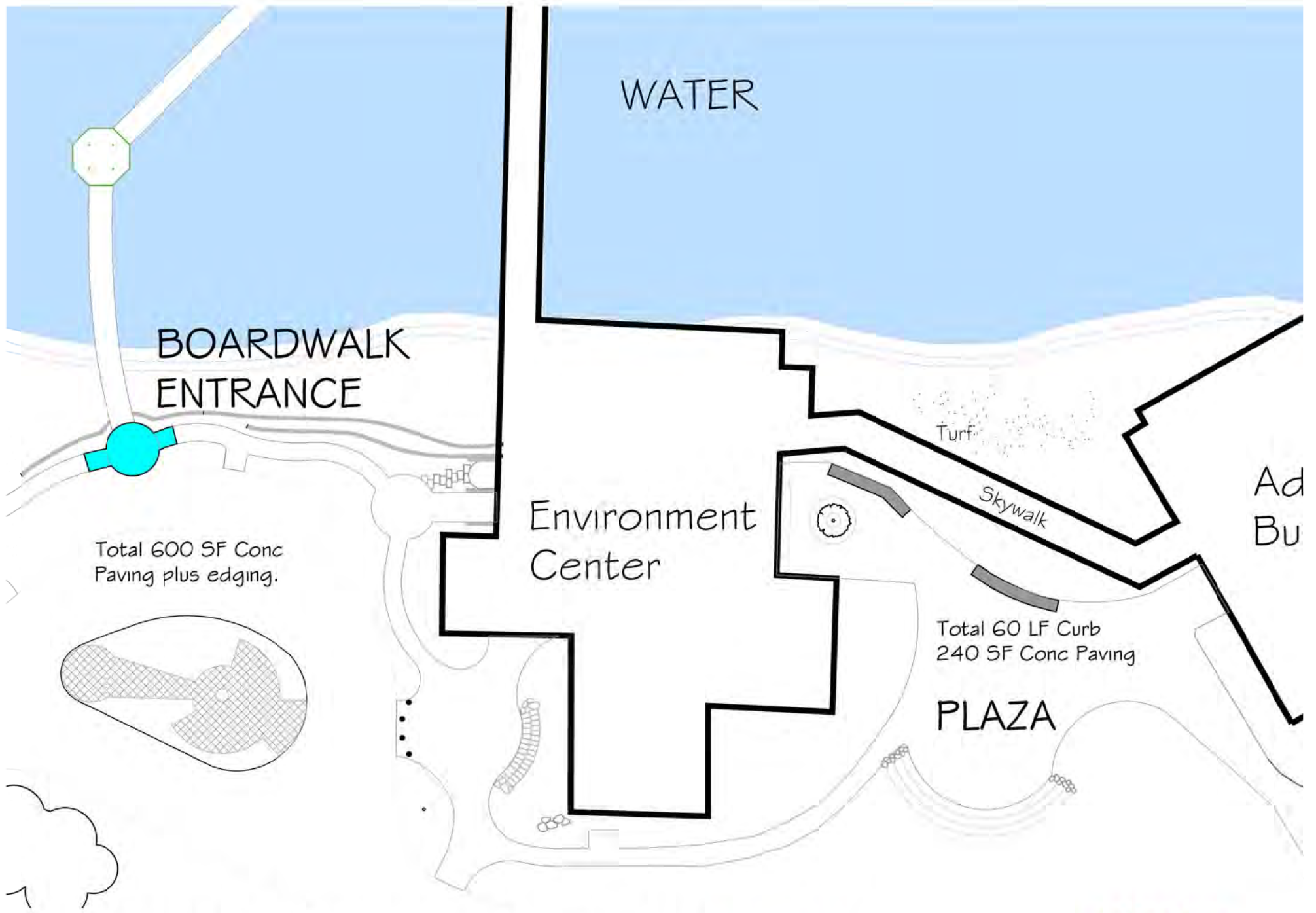
Date: September 29, 2015

Thomas R. Marturano, P.E.

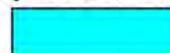
Director of Solid Waste and Natural Resources, NJSEA

End of Addendum No. Two

Contract LA-15-01



Clarification on square feet of concrete pavement restoration at Boardwalk Entrance (cyan area above)  
 - At Boardwalk Entrance: use 600 SF for concrete pavement repair estimate



**Addendum  
 Drawing #3**



New Jersey Sports and Exposition Authority  
One DeKorte Park Plaza  
PO Box 640  
Lyndhurst, New Jersey 07071  
Telephone: (201) 460-1700

October 6, 2015

To: All Purchasers of Construction Documents for Project:  
LA-15-01 DeKorte Park – General Site Improvements

From: Joanne DiLorenzo

Date: October 6, 2015

Subject: Addendum #3

The attached is an addendum to the bid specifications/drawings issued by the NJSEA dated September 3, 2015 for the above-named project.

This addendum includes answers to questions posed to NJSEA on Friday, October 2, 2015.

The project questioning period has officially closed.

Sincerely,

*Joanne DiLorenzo*

Joanne DiLorenzo  
Sr. Landscape Architect

(201) 460-4659

Attached: Addendum Three



Addendum No. Three

DeKorte Park – General Site Improvements  
Sandy Recovery Project  
Contract LA-15-01

**The documents are hereby modified as follows:**

Answers to Questions Posed to NJSEA on October 2, 2015:

Q #1: Please confirm if the stone veneer at the top of the concrete pile cap gets removed. (Ref. 1 and 4 - sheet no. 1 of 5).

A #1: YES

Q #2: Please confirm if the top of the concrete pile cap receives stucco finish. (Ref. 1 and 2 - sheet no. 1 of 5).

A #2: YES

Q #3: The specification calls for brushed aluminum railing; however this cannot be found on the drawing. Please confirm the location of the brushed aluminum railing. (Ref. section 05720).

A #3: All railing mentioned in the drawings will be installed at the Employee Entrance to our building. There are two scenarios: Brushed Aluminum railing is specified if we build the masonry staircase; Stainless Steel railing is specified if we build the steel staircase.

Q #4: Please confirm if sand blasting existing pile caps in lieu of shot blasting is acceptable. (Ref. section 092423 - 3.2 and; Ref. 1 and 4 - sheet no. 1 of 5).

A #4: YES, sandblasting is acceptable.

The Bidder shall acknowledge receipt of this Addendum in the area provided on the Bid Forms.

Issued By: Thomas R. Marturano

Thomas R. Marturano, P.E.  
Director of Solid Waste and Natural Resources, NJSEA

Date: October 6, 2015

End of Addendum No. Three

Contract LA-15-01

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### APPENDIX - NJMC FORMS

#### To be submitted by all bidders - Contractors and ALL Subcontractors

- #1 NJ Division of Labor - Public Works Contractor Registration

#### To be submitted by the SUCCESSFUL bidder only:

- #2 Public Law 2005, Chapter 51/Executive Order 117 Forms
  - Division of Purchase and Property Ownership Disclosure & McBride Principles Forms
- #3 Affirmative Action Initial Workforce Report
- #4 Affirmative Action Monthly Workforce Report
- #5 NJ Division of Revenue - Business Registration Certificate for contractor and all subcontractors prior to contract award.

#### Directions to Keegan Landfill

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LA-15-01

# Advertisement for Bids

Section 00030

DeKorte Park – General Site Improvements  
*Sandy Recovery Project*

SECTION 00030

ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be received by the New Jersey Sports & Exposition Authority (NJSEA), One DeKorte Park Plaza, Lyndhurst, NJ, 07071 for the following:

NJSEA PROJECT NO. LA-15-01

**DeKORTE PARK - GENERAL SITE IMPROVEMENTS**  
*Sandy Recovery Project*

THE WORK to be performed under this Contract consists of making general repairs to park facilities damaged as a result of Hurricane Sandy. The work includes the removal of concrete masonry unit staircase, on grade concrete pavers, vertical stone veneer and the excavation and removal of polyurethane foam foundation support. New work includes the fabrication and installation of staircase including railing and helical pile footings, laying of concrete pavers, application of stucco veneer and replacement of lightweight foundation support.

The project will be known as "DeKorte Park - General Site Improvements." Access to the project area will be through the main entrance road into DeKorte Park.

BIDS will be received at the above address until 2:00 PM prevailing time, on Wednesday, October 14, 2015. At the termination of the time for receipt of bids, the bids received will be opened. Bids will not be accepted after 2:00 PM on that day. Bids will also be opened at this date and time in a public forum at the above address and read aloud.

CONTRACT DOCUMENTS (specifications and plans) will be available for review at the NJSEA offices beginning on Thursday, September 3, 2015, after 12:00 PM. Copies of the plan and specifications set may be obtained at the NJSEA offices upon payment of the non-refundable fee of \$100.00 for each set. Checks shall be made payable to "NJSEA". The documents do not have to be returned. The NJSEA 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 NON-MANDATORY PRE-BID MEETING will be held on Friday, September 25, 2015, at 1:30 PM at the above address. The pre-bid meeting will consist of a short meeting at the NJSEA offices, followed by a project site visit. Contract Documents may be purchased on the day of the meeting.

THE CONTRACT TIME is 120 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 NJSEA 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 NJSEA 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.

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/>.

The contract resulting from this RFQ/RFP is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the RFQ/RFP, the winning bidder's proposal and other related contract documents for the above contract on the Sandy Transparency website.

In submitting its proposal, a bidder may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal and/ or factual basis to assert that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning bidder accordingly. The State will not honor any attempt by a winning bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the winning bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

If accommodations are needed under the Americans with Disabilities Act, contact Ms. Rosanne Sireci, NJSEA Human Resources Manager, at 201-460-3725. If there are any questions regarding these Contract Documents, contact Joanne DiLorenzo (201) 460-4659.

8/27/15  
Date

Thomas Marturano  
NEW JERSEY SPORTS & EXPOSITION AUTHORITY  
Mr. Thomas R. Marturano, PE  
Director of Solid Waste and Natural Resources

LA-15-01

# Instructions to Bidders

Section 00100

DeKorte Park – General Site Improvements  
*Sandy Recovery Project*

## 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 Sports & Exposition Authority (NJSEA) makes the award, based on the NJSEA'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 NJSEA shall be allowed to submit a Bid. The NJSEA assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.
- 2.2 The NJSEA makes copies of Contract Documents available on the above terms only for the purpose of obtaining bids on the work. The NJSEA 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) 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, (C) study and carefully correlate his own observations with the Contract Documents.
- 3.2 On request, the NJSEA 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 NJSEA, 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 NJSEA.
- 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 NJSEA. 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 NJSEA 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 NJSEA, 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 NJSEA in writing, identify the discrepancies or omissions, and request a clarification of the Document's intent. In order to allow the NJSEA sufficient time to address inquiries regarding the Contract Documents, all inquiries must be RECEIVED by the NJSEA 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 NJSEA from the Bidder. The NJSEA 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 NJSEA 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 NJSEA and promptly thereafter demonstrates to the reasonable satisfaction of NJSEA 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 NJSEA, 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 NJSEA 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 NJSEA 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 NJSEA 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 NJSEA have executed the Contract. In the event that the Contract has not been awarded by the NJSEA 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 NJSEA reserves the right to reject any and/or all non-conforming, non-responsive, or conditional bids; to waive any informalities in any Bid; and to accept any Bid deemed to be in the best interest of the NJSEA pursuant to law, N.J.S.A. 13:17-6.1.

## **9.0 EVALUATION OF BIDS:**

- 9.1 The NJSEA 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 NJSEA may request. The NJSEA 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 NJSEA 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 NJSEA reserves the right to choose any of the alternates described in the Bid Forms. Final determination will be at the sole discretion of the NJSEA and will be made after receipt of Bids.
- 9.4 The NJSEA 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 NJSEA reserves the right to reject the Bid of any Bidder who does not pass these investigations to the satisfaction of the NJSEA.
- 9.6 If requested by the NJSEA, 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 NJSEA that the award will be in the best interests of the NJSEA.
- 10.2 The NJSEA will award the Contract (or reject all bids) within 60 days from the bid opening date. If the NJSEA 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 NJSEA, 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 NJSEA 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 NJSEA 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 NJSEA, 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 NJSEA. 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 NJSEA. It shall not be limited to normal working hours.
- 18.6 The duty of the NJSEA, 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 vendor 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 NJSEA, after due investigation, has reasonable objection to any proposed subcontractor, the NJSEA 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 NJSEA does not make a written objection prior to the giving of the notice of award, shall be deemed acceptable to the NJSEA.
- 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

NJSEA 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 month 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 NJSEA.

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 NJSEA Compliance Officer or Project Representative.

And to:

B. NJSEA Compliance Officer or Project Representative  
New Jersey Sports & Exposition Authority  
One DeKorte Park Plaza  
Lyndhurst, New Jersey 07071  
(201) 460-1700

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

#### **25.0 NEW JERSEY PREVAILING WAGE ACT:**

25.1 During the performance of the Work, the Contractor shall comply with all the provisions of the federal and New Jersey State Labor Laws. Contracts for public work projects are subject, *inter alia*, to the provisions of the "New Jersey Prevailing Wage Act," P.L. 1963, c. 150 (C. 34:11-56.25 *et seq.*). This act is made part of every contract entered into by the State or any of its agencies where applicable. The Bidder's signature on the Bid is its guarantee that neither it nor any subcontractors it might employ to perform the work covered by the Bid are listed or are on record in the Office of the Commissioner of the Department of Labor as one who failed to pay prevailing wages in accordance with the provisions of this Act.

25.2 The Contractor agrees to make the provisions of the New Jersey Prevailing Wage Act, where applicable, part of any subcontract granted under the Contract.

25.3 In the event it is found that any workman employed by the Contractor or any subcontractor covered by this Contract has been paid a rate of wages less than the prevailing wage required to be paid by said contract, the NJSEA 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 NJSEA 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 NJSEA 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 NJSEA. A bidder who fails to comply with this requirement by the deadline specified by the NJSEA will be deemed ineligible for contract award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.
- D. A Contractor receiving a contract award as a result of this procurement and any subcontractors named by that Contractor will be required to maintain a valid business registration with the Division of Revenue for the duration of the executed contract, inclusive of any contract extensions.

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

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

- 27.1 The Contractor and all subcontractors shall provide, **with the Bid**, proof of registration with the Public Works Contractor Registration Act (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.19:44A-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.shtml> 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.shtml> 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 NJSEA 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**

LA-15-01

# Sample Bid

Section 00300

DeKorte Park – General Site Improvements  
*Sandy Recovery Project*

SECTION 00300

STATE OF NEW JERSEY  
NEW JERSEY SPORTS & EXPOSITION AUTHORITY

BID FOR CONTRACT NJSEA FILE NO. LA-15-01

TO: The New Jersey Sports & Exposition Authority (NJSEA)

This bid will not be accepted after 2:00 PM prevailing local time on **Thursday, October 1, 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.

---

(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 Sports & Exposition Authority.

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 NJSEA, 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 NJSEA reserves the right to reject any or all Bids or to waive any informality or technicality of any Bid in the interest of the NJSEA.

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 - Not to Exceed 10% of the Total Bid: **LUMP SUM**

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

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

2) DEMOLITION: **LUMP SUM**

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

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

3) EARTHWORK, POLYETHYLENE PIPE, GEOTEXTILE & ALUMINUM FLASHING: **LUMP SUM**

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

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

4) CONCRETE PAVERS & GRANITE COBBLE CURB: **LUMP SUM**

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

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

5) STUCCO: **LUMP SUM**

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

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

**6) MASONRY STAIRCASE CONSTRUCTION: LUMP SUM of Items 6A thru 6D below; and any other miscellaneous items needed to accomplish this task.**

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

- 6A. Section 02350 - Helical Pier Bid Price (4 helical piers)
- 6B. Section 02600 - Masonry Staircase
- 6C. Section 03100 - Structural Concrete Bid Price
- 6D. Section 05120 - Stainless Steel Railing Bid Price

**7) STEEL STAIRCASE FABRICATION, & INSTALLATION: LUMP SUM of Items 7A thru 7D below; and any other miscellaneous items needed to accomplish this task.**

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

- 7A. Section 02350 - Helical Pier Bid Price (2 helical piers)
- 7B. Section 03100 - Structural Concrete Bid Price
- 7C. Section 05120 - Structural Steel Grating & Support Framing
- 7D. Section 05720 - Stainless Steel Railing Bid Price



**TOTAL BID AMOUNT - SUM OF ITEMS 1 THRU 7**

\_\_\_\_\_ DOLLARS  
(Total Amount in Words)

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

**DETERMINATION OF THE LOW BIDDER WILL BE BASED ON THE TOTAL BID AMOUNT  
SUM OF ITEMS 1 THRU 7 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**

LA-15-01

# Sample Bid Forms

Section 00400

DeKorte Park – General Site Improvements  
*Sandy Recovery Project*

SECTION 00400

STATE OF NEW JERSEY  
NEW JERSEY SPORTS & EXPOSITION AUTHORITY

BID BOND FOR CONTRACT LA-15-01

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 Sports & Exposition Authority (NJSEA) 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 NJSEA 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 SPORTS & EXPOSITION AUTHORITY

**CONSENT OF SURETY FOR CONTRACT LA-15-01**

**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 SPORTS & EXPOSITION AUTHORITY

**BIDDERS EXPERIENCE AFFIDAVIT CONTRACT LA-15-01**

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 NJSEA 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

**SECTION 00424**

**STATE OF NEW JERSEY  
NEW JERSEY SPORTS & EXPOSITION AUTHORITY**

**BIDDER'S DISCLOSURE FORM FOR CONTRACT LA-15-01**

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

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

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**END OF SECTION 00424**



SECTION 00426

STATE OF NEW JERSEY  
NEW JERSEY SPORTS & EXPOSITION AUTHORITY

BIDDER'S AFFIDAVIT OF AUTHORIZATION FOR CONTRACT LA-15-01

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 SPORTS & EXPOSITION AUTHORITY

MORAL INTEGRITY AFFIDAVIT FOR CONTRACT LA-15-01

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 Sports & Exposition Authority;

2. the above named company wishes to demonstrate moral integrity to the satisfaction of the New Jersey Sports & Exposition Authority;

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): \_\_\_\_\_

7. the company is incorporation in the State of: \_\_\_\_\_

8. if the answer to the above question is a state other than New Jersey, that the company agrees to apply from the Secretary of State of New Jersey a certificate authorizing it to conduct business in New Jersey, prior to the award.

9. he/she is personally acquainted with the operations of the company, has full knowledge of the factual basis comprising the contents of this Affidavit, and that the contents are true.

10. the names and home addresses of the principals, shareholders, and officers of the company and their ownership interest (shares owned or % of partnership) are as follows:

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(Use additional sheet if required)

11. this Affidavit is made to the New Jersey Sports & Exposition Authority to accept the bid for the above referenced Contract, knowing that the New Jersey Sports & Exposition Authority relies upon the truth of the statements contained herein.

The undersigned acknowledges that there is a continuing obligation from the date of this affidavit to notify the NJSEA of any changes to the answers or information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement in this Affidavit, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement with the NJSEA and that the NJSEA 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 SPORTS & EXPOSITION AUTHORITY

NON-COLLUSION AFFIDAVIT FOR CONTRACT LA-15-01

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 Sports & Exposition Authority 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 00482**

STATE OF NEW JERSEY  
NEW JERSEY SPORTS & EXPOSITION AUTHORITY

**SUBCONTRACTOR USE FORM FOR CONTRACT LA-15-01**

In accordance with the provisions of SECTION 00100, Article 20, of these Contract Documents, furnish below the company name, address, telephone number, and the name of contact person for each subcontractor to be used in the performance of the Work. Experience statements shall be attached hereto for each company.

NOTE: If no work will be subcontracted, indicate NONE.

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**END OF SECTION 00482**



SECTION 00484

STATE OF NEW JERSEY  
NEW JERSEY SPORTS & EXPOSITION AUTHORITY

**PROOF OF REGISTRATION WITH THE PUBLIC WORKS CONTRACTOR  
REGISTRATION ACT - DEPARTMENT OF LABOR FOR CONTRACT LA-15-01**

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 SPORTS & EXPOSITION AUTHORITY

**NOTICE TO ALL BIDDERS OF SET-OFF FOR STATE TAX  
FOR CONTRACT LA-15-01**

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 or 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: \_\_\_\_\_

**END OF SECTION 00485**



**SECTION 00486**

**STATE OF NEW JERSEY**  
**NEW JERSEY SPORTS & EXPOSITION AUTHORITY**

**CORPORATE RESOLUTION FORM FOR CONTRACT LA-15-01**

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 Sports & Exposition Authority  
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**



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

For AGENCY USE ONLY	
<b>General Information</b>	
Solicitation, RFP or Contract No.	Award Amount
Description of Services	
<b>Agency Contact Information</b>	
Agency	Contact Person
Phone Number	Agency Email

**Part 1: Vendor Information**

Full Legal Business Name \_\_\_\_\_  
 (Including trade name if applicable)

**Business Type**

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

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

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

I hereby certify as follows:

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

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

**Part 3: Disclosure of Contributions Made**

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

Name of Recipient	Address of Recipient
Date of Contribution	Amount of Contribution
Type of Contribution (i.e. currency, check, loan, in-kind)	

Contributor Name	
Relationship of Contributor to the Vendor	
Contributor Address	
City	State <input type="text"/> Zip

**Add a Contribution**

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

**Part 4: Certification**

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

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

(CHECK ONE BOX A, B or C)

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

Signed Name  Print Name   
Phone Number  Date   
Title/Position

**Agency Submission of Forms**

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to [cd134@treas.state.nj.us](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.

**END OF SECTION 00489**

LA-15-01

**Sample Contract**  
**NJSEA Project No. LA-15-01**

Section 00500

DeKorte Park – General Site Improvements  
*Sandy Recovery Project*

SECTION 00500

STATE OF NEW JERSEY  
NEW JERSEY SPORTS & EXPOSITION AUTHORITY

CONTRACT LA-15-01

This Contract, effective on the latest date of signature at the last page, by and between the New Jersey Sports & Exposition Authority, One DeKorte Park Plaza, Lyndhurst, New Jersey, 07071, hereinafter called the NJSEA, the party of the first part, and:

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

WITNESSETH, that whereas the NJSEA intends to construct a project as specified in Contract Documents for NJSEA FILE NO. LA-15-01: DEKORTE PARK GENERAL SITE IMPROVEMENTS, 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 120 consecutive calendar days from the date specified in the Notice-To-Proceed.
- 2.2 The Contractor shall pay to the NJSEA 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 120 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 NJSEA. 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 NJSEA 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 NJSEA nor any of its agents, nor any orders, measurements of certificate by the Project Representative, nor any order by the NJSEA for the payment of

money nor payment for, nor acceptance of, the whole nor any part of the work by the NJSEA nor any extension of time nor any possession taken by the NJSEA or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the NJSEA, 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 NJSEA 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 NJSEA and the project Representative and their employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this Contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this Contract.

#### **9.0 PROJECT REPRESENTATIVE STATUS DURING THE PROJECT:**

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

9.2 The Project Representative shall be an employee or agent of NJSEA. In addition, the Project Representative 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 Project Representative. In addition, throughout the Contract Documents, the term "Project Representative" refers to the Project Representative and his/her designates.

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

9.4 The Project Representative may authorize minor variations in the Work, which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. If the Contractor believes that a variation issued as minor justifies an increase in the Contract Price and/or an extension of the Contract Time, the Contractor may make a claim therefore.

- 9.5 The Project Representative may reject Work believed to be defective. The Project Representative also has the authority to require special inspection and testing of the Work, whether or not it has been fabricated, installed or completed.
- 9.6 The Project Representative shall not be responsible for the means, methods, techniques, sequences or procedures of the Contractor's performance of the Work, or the safety programs and precautions incident thereto. The Project Representative will not be responsible for the failure of the Contractor to furnish or perform the Work in accordance with the Contract Documents.
- 9.7 The Project Representative will not be responsible for acts of omission by the Contractor or any of his subcontractors or suppliers furnishing or performing any of the Work.

#### **10.0 CONTRACTOR'S BANKRUPTCY:**

- 10.1 In the event of bankruptcy of the Contractor, the NJSEA 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 NJSEA and the Contractor respectively and his partners, successors, assigns and legal representatives. Neither the NJSEA 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/>.

The contract resulting from this RFQ/RFP is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the RFQ/RFP, the winning bidder's proposal and other related contract documents for the above contract on the Sandy Transparency website.

In submitting its proposal, a bidder may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal and/ or factual basis to assert that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided.



The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning bidder accordingly. The State will not honor any attempt by a winning bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the winning bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

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 NJSEA 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 NJSEA:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Wayne Hasenbalg  
President and Chief Executive Officer

\_\_\_\_\_  
(Date)

**END OF SECTION 00500**

LA-15-01

# General Conditions

Section 00700

DeKorte Park – General Site Improvements  
*Sandy Recovery Project*

## SECTION 00700

### GENERAL CONDITIONS

#### 1.0 DEFINITIONS:

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

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

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

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

Change Order - A document recommended by the Project Representative, signed by the Contractor and the NJSEA, 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 NJSEA 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.

NJSEA - The New Jersey Sports & Exposition Authority.

NJDEP or DEP - New Jersey Department of Environmental Protection

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

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

Successful Bidder - The Contractor, the lowest qualified, responsible bidder to whom the NJSEA 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 NJSEA is open for business.

#### SCHEDULED HOLIDAYS

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 NJSEA shall furnish the Contractor a maximum of three copies of the Contract Documents for his use in the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.
- 2.3 The Contract Time will commence to run on the starting date given in the Notice-To-Proceed. A Notice-To-Proceed may be issued any time within thirty (30) days after the Contract is fully executed.
- 2.4 The Contractor shall start to perform the Work on the date when the Contract Time commences to run. No Work shall be performed at the site prior to that date.
- 2.5 Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and the field conditions, checking and verifying pertinent figures shown in the Documents with applicable field measurements. The Contractor shall promptly report in writing to the Project Representative any conflict, error, or discrepancy that he may discover; and shall obtain a written interpretation or clarification from the Project Representative before proceeding with any Work affected thereby. However, the Contractor shall not be liable to the NJSEA or the Project Representative for failure to report any conflict, error, or discrepancy in the Contract Documents; unless the Contractor had actual knowledge, or should reasonably have known thereof.
- 2.6 Within ten days of the start of the Contract Time (unless otherwise specified), the Contractor shall submit the following items to the Project Representative for review:

- A. A preliminary progress schedule indicating the dates for starting and completing the various stages of the Work; and,
  - B. A preliminary schedule of Shop Drawing and sample submittals, listing each required submittal, the submittal date, and the time allotted for reviewing and processing.
- 2.7 If necessary, the Contractor, the Project Representative, and others shall attend a conference to resolve any disapproval's of the submitted schedules. The Contractor shall correct, adjust, and resubmit the schedules, as necessary. No progress payments shall be made to the Contractor until the schedules are acceptable to the Project Representative.
- 2.8 The progress schedule will be accepted by the Project Representative as providing an orderly progression of the Work to completion, and a workable arrangement for reviewing and processing the required submittals. Such acceptance will not impose on the Project Representative any responsibility for the sequencing, scheduling, or progress of the Work; or relieve the Contractor of his full responsibility therefore.
- 2.9 Except where the Contract Documents specifically allow the reuse of existing materials, all materials and equipment provided by the Contractor shall be new and of good quality. They shall be applied, erected, installed, connected, tested, cleaned, and conditioned in accordance with the instructions of the applicable suppliers, unless otherwise specified in the Contract Documents.
- 2.10 Whenever materials or equipment are specified by using the name of a particular manufacturer, supplier, or proprietary item; the naming is intended to establish the type, function, and quality required. Unless the name is followed by words indicating no substitution will be permitted, substitute materials or equipment may be acceptable. If the Contractor wishes to furnish or use substitute materials or equipment, he shall make a written application to the Project Representative for acceptance thereof; certifying that the proposed substitutes will perform their functions adequately and achieve the results desired by the Contract Documents. The application shall also state that the evaluation and acceptance of the proposed substitutes will not prejudice the Contractor's achievement of on-time completion of the Work; regardless of any needed changes to the Contract Documents, or any other problems directly or indirectly associated with acceptance of the substitutes (including payment of any license fee or royalty). All variations from the Contract Documents must be identified in the application, along with the availability of spare parts, maintenance, repair, and replacement services. The application shall also contain an itemized list of all additional direct and indirect costs due to the acceptance of such substitutes. All of the above will be considered by the Project Representative in evaluating each application. The Project Representative may require the Contractor to furnish additional data about the proposed substitutes at the Contractor's expense.
- 2.11 Except in connection with safety or protection of the Work, property, or persons at the site or adjacent thereto; all work shall be performed during regular working hours. The Contractor shall not permit overtime work, or the performance of work on Saturdays, Sundays, or any NJSEA holidays without written approval from the NJSEA. 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 NJSEA'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 NJSEA and the Contractor concerning the Work. The Contract Documents are complementary (what is called for by one is as binding as if called for by all). The Contract Documents will be construed in accordance with the law of the place of the Project.
- 3.2 It is the intent of the Contract Documents to describe a functionally complete Project to be performed in accordance with the Contract Documents. Any Work, materials, or equipment that may reasonably be inferred as being necessary to produce the intended result shall be supplied, whether or not specifically mentioned in the Documents. When words or phrases having a well-known technical or trade meaning are used to describe work, materials, or equipment; such words shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by the Project Representative as needed.
- 3.3 Reference to standards, specifications, manuals, and/or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority (whether such reference be specific or implied), shall mean the latest standards, specifications, manuals, codes, laws, or regulations in effect at the time of bid opening, unless specifically stated otherwise in the Contract Documents. If the Contractor finds a conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any of the above references, during the performance of the Work; he shall immediately report it to the Project Representative in writing. Before proceeding with affected work, the Contractor shall obtain a written interpretation or

clarification from the Project Representative (except for an emergency authorized in accordance with paragraph 6.16). The Contractor shall not be liable to the NJSEA or the Project Representative for failure to report any such conflict, error, ambiguity, or discrepancy; unless he knew or should reasonably have known thereof.

- 3.4 Except as otherwise specifically stated therein, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - A. The provision of any such standard, specification, manual or code.
  - B. The provision of any such laws or regulations applicable to the performance of the Work (unless such an interpretation would result in a violation of such law or regulation).
- 3.5 No provision of any such standard, specification, manual or code shall change the duties and responsibilities of the NJSEA, the Contractor, or the Project Representative, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision shall be effective to assign to the NJSEA, the Project Representative, or any of the Project Representative's consultants, agents, or employees any duty or authority to supervise or direct the furnishing or performance of the Work, or any duty or authority to undertake responsibilities inconsistent with any other provision of the Contract Documents.
- 3.6 Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory" or adjectives of like effect or import, are used to describe a requirement, direction, review, or judgment of the Project Representative regarding the Work; it is intended that such requirement, direction, review or judgment will be solely to generally evaluate the completed Work for compliance with the Contract Documents and conformance with the design concept of the completed Project. The use of any such terms or adjectives shall not assign to the Project Representative any duty or authority to supervise or direct the furnishing or performance of the Work; or any duty or authority to undertake responsibilities contrary to any other provision of the Contract Documents.
- 3.7 The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work, or to modify the terms and conditions thereof, by a Change Order. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:
  - A. A field order.
  - B. The Project Representative's approval of a shop drawing or sample (pursuant to paragraph 2.10).
  - C. The Project Representative's written interpretation or clarification (pursuant to paragraph 8.3).

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

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

4.1 The NJSEA 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 NJSEA, 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 NJSEA 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 NJSEA. The Contractor shall report to the Project Representative whenever any reference point is lost, damaged or destroyed and shall pay for the reestablishment of all lost, damaged or destroyed reference points. The reference points shall be reestablished by a surveyor licensed in the State of New Jersey.

4.3 The 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 NJSEA 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 Project Representative.

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 NJSEA and the Project Representative shall not be responsible for the accuracy or completeness of any such information. The Contractor shall review and check all such information, and determine the exact location of all underground facilities in the field. The Contractor shall be responsible for the safety and protection of underground facilities during construction, and shall repair any damage thereto resulting from the Work.



- 4.5 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 NJSEA, and the Project Representative. The Contractor will cease work in the area, except in the case of an emergency. The Project Representative shall promptly review the location of the underground facility in relation to the contractual work in the area, and determine what change, if any, is required to the Contract Documents.
- 4.6 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 Project Representative in writing. Before proceeding with affected work, the Contractor shall obtain a written interpretation or clarification from the Project Representative.
- 4.7 The Project Representative will review the Contractor's findings, determine the necessity of obtaining any additional explorations or tests with respect thereto; and advise the NJSEA and the Contractor of the Project Representative's conclusions in writing within a reasonable amount of time.
- 4.8 If the Project Representative concludes that there is a material difference between the conditions shown in the Contract Documents and those in the field; a Change Order will be issued to document the increase or decrease in the Contract Price, and/or an extension or reduction of the Contract Time, attributable to the difference in the conditions.
- 5.0 BONDS AND INSURANCE:**
- 5.1 Refer to the SPECIFIC PROJECT REQUIREMENTS for information regarding bonds and insurance.
- 6.0 CONTRACTOR'S RESPONSIBILITIES:**
- 6.1 The Contractor shall be responsible for obtaining and paying all construction permits and licenses; and shall pay all inspection fees associated with the prosecution of that Work. The Contractor shall also schedule and pay for all utility connections required for the Work.
- 6.2 The Contractor shall perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of his work. The Contractor shall be responsible for the finished Work complying accurately with the Contract Documents.
- 6.3 The Contractor shall provide at all times on the site, a competent, full-time, resident superintendent, who shall not be replaced without written notice to the NJSEA and the Project Representative, except under extraordinary circumstances. The superintendent shall be the Contractor's representative at the site and shall have the authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.
- 6.4 The Contractor shall be responsible for providing competent, suitably qualified personnel to survey, layout, and perform the Work required by the Contract Documents. The

Contractor shall maintain good discipline and order at the site. The Contractor shall be responsible for removing any person from the site who appears to be incompetent, unfaithful, disorderly, or otherwise unsatisfactory. Said person shall not again be employed at the site without the written consent of the NJSEA.

- 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 NJSEA and the Project Representative for all acts and omissions of his subcontractors, suppliers, organizations, and other persons performing or furnishing any of the Work. Nothing in the Contract Documents shall create any contractual relationship between the NJSEA or the Project Representative, and any such subcontractor, supplier, organization, or other person.
- 6.9 The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performing the Work. If the Contractor performs any work that is contrary to such laws and/or regulations, he shall be responsible for all costs arising there from. If the Contractor observes that the Contract Documents are at variance with these laws and/or regulations, he shall promptly notify the Project Representative, in writing. Any necessary changes to the Work will be authorized by a Change Order.
- 6.10 If the Contractor elects to remove, replace, or relocate any poles, utilities, or structures during the performance of the Work; he shall be responsible for making all the necessary arrangements and obtaining all the necessary permits and approvals without the involvement of the NJSEA or the Project Representative.
- 6.11 The Contractor shall be responsible for all damages resulting from the performance of the Work. Should any claim be made against the NJSEA and/or the Project Representative as a result of the performance of the Work; the Contractor shall attempt to promptly settle with such other party.
- 6.12 The Contractor shall not load any part of the Work in a manner that will endanger the Work. The Contractor shall be responsible for damage caused to the Work and to adjacent property, subject to said dangerous stresses or pressures.
- 6.13 The Contractor shall be responsible for initiating, maintaining, and supervising all safety programs and precautions regarding the Work. The Contractor shall comply with all applicable laws and regulations for the safety and protection of persons and property; and shall erect and maintain all necessary safeguards for such safety and protection. The

Contractor shall remedy all damage, injury, or loss to any persons or property caused by the Contractor, or any of his subcontractors, suppliers, organizations, or other persons directly or indirectly employed by any of them. The Contractor's duties and responsibilities for safety and protection shall continue until the Project Representative has issued a notice to the NJSEA 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 NJSEA 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 NJSEA, twice the amount of the Project Representative's cost estimate for the repairs will be withheld from the Contractor's progress payment.
- 6.15 In the event of an emergency affecting the safety or protection of persons, the Work, the site, or adjacent property; the Contractor shall be responsible to act to prevent threatened damage, injury, or loss without special instruction or approval from the Project Representative or the NJSEA.
- 6.16 The Contractor and his subcontractors shall protect the Work against any damage caused by the weather. If the Project Representative determines that any portion of Work has been damaged or injured by a failure on the part of the Contractor or his subcontractors to protect the Work; it shall be repaired, or removed and replaced, at the expense of the Contractor.
- 6.17 The Contractor shall be responsible for proceeding with the Work and adhering to the progress schedule during all disputes or disagreements with the NJSEA. 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 NJSEA or the Project Representative may order the Contractor to stop the Work until the cause for such order has been eliminated. However, this right of the NJSEA and the Project Representative to stop the Work shall not give rise to any duty on the part of either to exercise this right for the benefit of the Contractor, or any other party.
- 6.19 The Contractor and his subcontractors shall comply with the New Jersey Prevailing Wage Act and all amendments thereto. This Act is hereby made part of these Contract Documents as if it were included herein, in its entirety.
- 6.20 The Contractor shall maintain books, records, and other documents pertinent to the performance of the Work, in accordance with accepted accounting procedures and practices. The New Jersey Department of Labor and Workforce Development, the NJSEA, 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 NJSEA. 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 NJSEA and the surety on the bond.
- 6.22 The Contractor shall pay to the NJSEA, and the NJSEA 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 NJSEA.
- 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 NJSEA and the Project Representative that all Work will be performed in accordance with the Contract Documents; and that the completed Project will not be defectively or improperly installed. The Contractor agrees that all work improperly performed shall be remedied, all defective Work shall be repaired or replaced, and all improperly installed Work shall be reinstalled correctly in accordance with the Contract Documents.

## **7.0 OTHER WORK:**

- 7.1 The NJSEA 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 NJSEA, each utility owner, and other contractors, a reasonable opportunity for the introduction and storage of materials and equipment, and proper and safe access to the site for execution of such work. The Contractor shall properly connect and coordinate the work of others with the Work, as necessary. The Contractor shall not endanger any work of others; and will only alter the work of others with the written consent of the Project Representative and those who performed the work.
- 7.3 If the prosecution of the Work depends upon such other work, the Contractor shall inspect and promptly report to the Project Representative in writing any delays, defects, or deficiencies in such work that render it unavailable or unsuitable for continuing the Work. The Contractor's failure to so report will constitute acceptance of the other work as

fit and proper for integration with the Work. The Contractor shall not be responsible for latent or non-apparent defects or deficiencies in said work.

## **8.0 CHANGES IN THE WORK:**

8.1 Without invalidating the Contract, and without notice to any surety, the NJSEA 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.

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.

The Contractor shall obtain a written Change Order from the NJSEA 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 Project Representative, no later than ten days after the occurrence of the event giving rise to the claim. The amount of the claim, with supporting data, shall be delivered within twenty days of such notice; and shall be accompanied by a written statement that the amount claimed covers all known costs to which the claimant is entitled. The validity of all claims shall be determined by the Project Representative.

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 Project Representative. Incorporation of the actual classified quantities into the Contract Price, if different than the amount given with the Bid, shall be accomplished by Change Order(s).

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 Project Representative no later than ten days after the occurrence of the event giving rise to the claim. The extent of the claim with supporting data shall be delivered within ten days of the notice, and shall be accompanied by a written statement that the time claimed is the total time to which the claimant is entitled. The Project Representative shall determine the validity of all claims for adjustment to the Contract Time.
- 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 NJSEA 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 Project Representative and the NJSEA 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 Project Representative timely notice of the readiness of the Work for all required observations, inspections, and testing. The Project Representative shall give the Contractor timely notice of any problems with the Work.
- 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 Project Representative with the required certificates of inspection, testing, and approval.
- 11.4 Neither observations by the Project Representative, nor inspections, testing, or approvals by others, shall relieve the Contractor from his obligation to perform the Work in accordance with the Contract Documents.
- 11.5 Defective work shall be remedied in one of the following ways, as decided by the NJSEA:
- 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 Project Representative, fails to perform the Work in accordance with the Contract Documents, or fails to comply with any other provision of the Contract Documents, the NJSEA shall have the right to correct and remedy any such deficiencies, after seven days written notice to the Contractor. The Contractor shall allow the NJSEA, 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 NJSEA 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 NJSEA 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 NJSEA of its rights stated herein.

11.7 In an emergency, where delay would cause serious risk, loss, or damage; the NJSEA 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 Project Representative from Contractor	First Friday of the following month
Project Representative review and return to Contractor for corrections, or submit approved application to NJSEA	Five working days after receipt from Contractor
NJSEA review & return to Project Representative/Contractor for Corrections or approve for payment	Five working days after receipt from Project Representative
Payment to Contractor	Twenty working days after NJSEA 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 Project Representative for review an application for payment, completed and signed by the Contractor and covering the work completed as of the last Friday of the month. The application shall be on a standard NJSEA invoice form and shall be accompanied by the supporting documentation required by the Contract Documents, and any other information that the Project Representative may reasonably request.

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 NJSEA 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 NJSEA, 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 NJSEA 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 NJSEA withholding retainage, the Contractor may deposit with the NJSEA 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 NJSEA 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 Project Representative's recommendation for payment of any application shall constitute a representation by the Project Representative to the NJSEA (based on the Project Representative's observations of the Work in progress as an experienced and qualified professional and on the Project Representative's review of the application and attached information) that:
- A. The Work has progressed to the point indicated.
  - B. To the best of Project Representative knowledge, information, and belief the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning project, to the results of any subsequent tests required by the Contract Documents, and any qualifications stated in the Project Representative's recommendation).
  - C. The Contractor is entitled to payment in the amount recommended. However, by making any such recommendation, the Project Representative will not be representing that:
    - 1. Exhaustive or continuous on-site inspections were made to check the quality or quantity of the Work.
    - 2. The means, methods, techniques, sequences, and procedures of the Contractor were reviewed.
    - 3. Title to any work, materials, or equipment has passed to the NJSEA free and clear of any liens, claims security interests, and encumbrances (hereafter in these GENERAL CONDITIONS referred to as liens).



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

- A. Unacceptable Work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims.
- C. Failure of the Contractor to make payments properly to subcontractors, manufacturers, or suppliers.
- D. A reasonable doubt that the Contract can be completed for the balance unpaid.
- E. Damage to another contractor.
- F. Failure of the Contractor to keep his work progressing in accordance with his progress schedule.
- G. Failure to provide a status report on all complaints.
- H. Failure to submit certified payrolls (including subcontractor's payrolls) corresponding to the time period covered by the payment application.
- I. Failure to satisfactorily prosecute the Work in accordance with the Contract Documents.
- J. Liens filed in connection with the Work.
- K. Failure to comply with Affirmative Action goals and objectives in accordance with PL1975, c127.
- L. Failure to submit any items required by the Contract Documents in the time frame specified.
- M. Failure to maintain insurance and/or to provide proof of insurance.

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 NJSEA 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 Project Representative shall make a final inspection with the Contractor and the NJSEA. The Project Representative shall notify the Contractor (based on the Project Representative's observation of the Work during construction and the final inspection), in writing, of all particulars in which the Work is incomplete and defective. The Contractor shall immediately complete the Work, and remedy said deficiencies, to the satisfaction of the Project Representative.

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

12.13 Application for Final Payment: After the Project Representative 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 Project Representative may reasonably request), together with complete and legally effective releases or waivers of all liens arising out of, or filed in connection with, the Work. Said releases or waivers must be satisfactory to the NJSEA. 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 NJSEA) to indemnify the NJSEA against any lien. **Final payment shall not be made by the NJSEA unless the Contractor supplies all releases or waivers of liens.**

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

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

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

A. A waiver of all claims by the NJSEA 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 NJSEA 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 NJSEA and the Project Representative, 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 Project Representative to pay any application for payment, or Project Representative's issuance of the notice of Project Completion pursuant to paragraph 12.14 and, likewise, any payment by the NJSEA to the Contractor in accordance with the Contract Documents, any use or acceptance of the Work by the NJSEA or a failure to do so, or the NJSEA'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 NJSEA may, at any time and without cause, suspend the Work, or any portion thereof, for a period of not more than ninety (90) days by notice in writing to the Contractor and the Project Representative. The written notice shall establish the date on which the Work will be resumed. The Contractor shall resume work on the established date. The Contractor shall be allowed an increase in the Contract Price and/or an extension of the Contract Time attributable to the suspension; if the Contractor makes a claim therefore, and it is approved.

13.2 The NJSEA 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 NJSEA, said termination shall not affect any rights or remedies of the NJSEA 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 NJSEA.
- 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 NJSEA accepts the Contract Work and the Contract is ended or fails to provide the NJSEA with proof of insurance upon request of the NJSEA.
- 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 NJSEA 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 NJSEA and the Project Representative. Nothing herein contained shall be deemed to preclude or render inoperative, the service of any notice, letter, or other written communication upon the Contractor personally.

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 NJSEA, it shall be omitted from the computation.

14.3 Should the NJSEA 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**

LA-15-01

# Specific Project Requirements

Section 00800

DeKorte Park - General Site Improvements  
*Sandy Recovery Project*

## 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 NJSEA 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/>.

The contract resulting from this RFQ/RFP is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the RFQ/RFP, the winning bidder's proposal and other related contract documents for the above contract on the Sandy Transparency website.

In submitting its proposal, a bidder may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal and/ or factual basis to assert that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning bidder accordingly. The State will not honor any attempt by a winning bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the winning bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

- 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 120 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 Project Representative. NJSEA holidays fall within the contract period. Work is not allowed on these days without the prior permission from the Project Representative.
- 4.0 ADDENDA:**
- 4.1 Only addenda signed by Thomas R. Marturano, P.E., Director of Solid Waste and Natural Resources, are valid addenda for this Project.
- 5.0 BID SUBMISSION:**
- 5.1 Each Bid must be submitted in a sealed envelope with the Bidder's name, address, and telephone number clearly indicated on the outside of the envelope.
- 5.2 The envelope shall also be clearly marked, in large letters, as follows:

**BID DOCUMENTS  
CONTRACT NJSEA FILE NO. LA-15-01  
DEKORTE PARK GENERAL SITE IMPROVEMENTS  
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 NJSEA 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 NJSEA 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 NJSEA 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 NJSEA with satisfactory proof that he has obtained the insurance described below from insurance companies or underwriters satisfactory to the NJSEA. The Contractor shall keep such insurance in force until each and every obligation assumed under the Contract shall be fully and satisfactorily performed. The NJSEA and the Project Representative shall be named as additional insured under all the policies, except the Compensation Insurance.
- 6.7 The Contractor shall furnish to the NJSEA 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 NJSEA.

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 NJSEA and the Project Representative by certified mail.

#### **7.0 PAYMENT/ LIQUIDATED DAMAGES:**

7.1 Substantial completion does not apply to this contract. All work as outlined in the contract including as-built and payment/releases from all subcontractors must be complete within the 120 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 NJSEA RIGHT TO DEDUCT MONIES:**

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

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

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

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

#### **9.0 WATER:**

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

## **10.0 ELECTRICAL SERVICE:**

10.1 Electrical service is provided for contractor's personnel working on the Project.

## **11.0 TELEPHONE SERVICE:**

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

## **12.0 SITE ACCESS AND COORDINATION WITH NJSEA OPERATIONS:**

12.1 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. NJSEA 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 NJSEA operations in any manner. Should conflicts arise; the NJSEA operations will take precedence over the Contractor's operations.

## **13.0 SITE SECURITY:**

13.1 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.

## **14.0 CONTRACTOR'S STORAGE AREA:**

14.1 The Contractor may use the area designated on the drawings for material storage. The Project Representative may approve other storage areas, if requested by the Contractor.

## **15.0 PRE-BID MEETING:**

15.1 A non-mandatory pre-bid meeting will be held at 1:30 PM on Tuesday, September 22, 2015. The meeting will be held at the site.

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

**16.0 FREE DISPOSAL OF WASTE MATERIALS:**

16.1 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.

**17.0 PAYMENT:**

17.1 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**

LA-15-01

# Environmental Requirements

Section 00900

DeKorte Park – General Site Improvements  
*Sandy Recovery Project*

## SECTION 00900

### ENVIRONMENTAL REQUIREMENTS

#### 1.0 PROHIBITED ACTIVITIES:

1.1 The Contractor shall not use procedures, activities or operations that may adversely impact the natural environment, or the public health and safety of the area. Prohibited activities include, but are not limited to, the following:

- A. Dumping or disposing of materials into any stream corridors, wetlands, or surface waters or on public or private property not specified for said purpose.
- B. Indiscriminate, arbitrary, or capricious operation of equipment in any wetlands or surface waters.
- C. Pumping of any sediment-laden water from trenches or other excavations into any wetlands or surface waters.
- D. Indiscriminate damaging of vegetation.
- E. Disposal of trees, brush, and other debris in any wetlands, surface waters, or unspecified locations.
- F. Open burning of Project debris, or any other materials.
- G. Discharging injurious silica dust concentrations into the atmosphere closer than 200 feet to areas of human occupation.
- H. Closing off clear access to the site without the prior the consent of the Project Representative and the NJSEA.
- 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 Project Representative.

2.2 No vegetation shall be removed or disturbed outside the construction limit. Any vegetation that is removed or disturbed shall be replaced with vegetation of equal or better quality. Any areas within the construction limit that are to remain vegetated shall be protected.

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

### **3.0 WASTE DISPOSAL:**

3.1 All construction debris and waste materials shall be removed from the site by vehicles designed for the transport of the various materials being removed.

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

### **4.0 SITE CLEARING:**

4.1 The Contractor shall maintain and protect existing vegetation beyond the limits of construction.

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

### **5.0 DUST CONTROL:**

5.1 The Contractor shall control the suspension of dust in the air from his operations. Dust from trenches and general construction activities shall be controlled by wetting surfaces with water. 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 Project Representative may perform noise level measurements during the progress of the Work using a hand-held Sound Pressure Level Meter. The Contractor shall provide ear protection to all whenever the eight-hour time weighted average sound level measured on the A scale exceeds 85 decibels.

**END OF SECTION 00900**

LA-15-01

# General Requirements

Section 01000

DeKorte Park – General Site Improvements  
*Sandy Recovery 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
NJSEA	New Jersey Sports & Exposition Authority
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 Project Representative. The Project Representative will prepare minutes of these meetings. The Contractor shall be provided a copy of the minutes for his records. Meeting minutes shall be read and accepted, either as read or as amended, at the following meeting.
- 1.2 The Contractor or the NJSEA 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 NJSEA to the Contractor must be answered in writing, in sufficient detail and within a reasonable period of time, by the Contractor.

#### **3.0 PAYMENT:**

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

END OF SECTION 01200



## SECTION 01340

### SUBMITTALS AND SAMPLES

#### 1.0 GENERAL:

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

#### 2.0 SUBMITTALS:

2.1 All submittals shall be properly referenced to clearly indicate the Contract number, the particular Specification Section, and the Work location, service, and function of each particular item. Inadequate or improperly identified submittals shall be returned to the Contractor without the Project Representative's review.

2.2 Each submittal by the Contractor shall have his signature indicating approval of the information contained therein. By approving and submitting the information to the Project Representative, the Contractor represents that he has determined and verified all field measurements, quantities, dimensions, field construction criteria, materials, catalog numbers, and other related data; and that he has reviewed and coordinated each submittal and submittal item with any related approved submittals and the Contract Documents. Any fabrication, erection, setting of equipment, or other work performed in advance of the receipt by the Contractor of submittal(s) returned by the Project Representative and noted as "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED", shall be entirely at the Contractor's own risk. The Contractor is not required to resubmit submittals returned by the Project Representative noted "MAKE CORRECTIONS NOTED". However, the Contractor shall be responsible for making the noted corrections, unless a resubmittal is made.

2.3 The notation "NO EXCEPTIONS TAKEN" of a separate item shall not indicate acceptance of the assembly in which the separate item is included. Where manufacturers' publications (in the form of catalogs, pamphlets, or other data sheets) are submitted in lieu of prepared Shop Drawings; such submittals shall specifically indicate the item for which a review is requested. Identification of items shall be made in ink; and sufficient space on the submittals shall be provided for review stamps and comments.

2.4 Submittals, and any resubmittals, shall be designated in the following manner:

A. Each original submittal shall be identified by the Contract Number, the applicable Specification Section Number, and the applicable Article Number(s).

B. The first resubmittal shall have the letter "A" added to the above number. All items changed shall be noted in a revision box under "A" and dated, or marked with an "A" at the changed area.

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

### **3.0 SAMPLES:**

- 3.1 Where required by the Contract Documents, the Contractor shall submit samples of materials to demonstrate that the materials conform to the Contract Documents. Such samples shall be furnished, taken, stored, packed, and shipped as directed, at the expense of the Contractor. Samples shall be packed to reach their destination in good condition.

- 3.2 Each sample shall be identified by the Contract Number, the applicable Specification Section Number, and the applicable Article Number(s).
- 3.3 To ensure consideration of the samples, the Contractor shall give the Project Representative prior notice by letter that the samples have been shipped, and shall describe the samples in the letter. In no case shall the notification letter be enclosed with the sample.
- 4.0 **PAYMENT:**
- 4.1 Payment for the above work shall not be made under any specific item. The Contractor shall include all costs for the above work in the bid prices for the various items scheduled in the Bid Forms.

**END OF SECTION 01340**



## SECTION 01500

### TEMPORARY CONTROLS

#### **1.0 TRAFFIC CONTROL:**

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

#### **2.0 BARRICADES AND GUARDRAILS:**

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

#### **3.0 PERMITS AND LIABILITY**

- 3.1 The Contractor is responsible for obtaining all permits, if required, from appropriate utilities prior to commencement of work. The Contractor shall coordinate work per the town



requirements and shall prepare a maintenance and protection of traffic plan if so required by same. Review Specific Project Requirements for additional permit information.

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

#### **4.0 RESTORATION AND CLEAN-UP**

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

#### **5.0 SITE SECURITY**

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

#### **6.0 PAYMENT:**

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

**END OF SECTION 01500**

## SECTION 01600

### EQUIPMENT AND MATERIALS

#### **1.0 TRANSPORTATION AND HANDLING:**

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

#### **2.0 STORAGE AND PROTECTION:**

- 2.1 The Contractor expressly agrees that he is responsible for the following as part of the Work:
  - A. Taking every precaution against injuries to persons or damage to property.
  - B. Storing his equipment, materials, and supplies in an orderly fashion at the site, so as not to interfere with the progress of the Work, or the work of others.
  - C. Maintaining the site in a neat, orderly, and workmanlike manner at all times.
  - D. Removing all surplus materials, temporary structures, and debris of any nature resulting from his operations before final payment.
  - E. Placing upon the site, or any part thereof, only such loads as are consistent with the safety of that portion of the site.
- 2.2 The Contractor shall insure that all materials shall be stored to cause the least inconvenience to the NJSEA 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 NJSEA or Project Representative because of an act by an employee or a trespasser.
- 2.4 During adverse weather, the Contractor shall take all necessary precautions to properly prosecute the Work. When necessary, protection shall be provided by use of tarpaulins, temporary structures, and/or other approved means.
- 2.5 The performance of the Work may be suspended at any time when, in the judgment of the Project Representative, the conditions are unsuitable, or the necessary precautions are not being taken.

3.0 **CLEANING:**

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

4.0 **PAYMENT:**

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

END OF SECTION 01600

SECTION 01720

PROJECT RECORD DOCUMENTS

**1.0 PROJECT RECORD DOCUMENTS:**

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

A. Each record copy shall bear the legend "PROJECT RECORD COPY" in heavy block lettering, 1/4" high and contain the following data:

PROJECT RECORD COPY

Contractor's Name \_\_\_\_\_  
Contractor's Address \_\_\_\_\_  
Made by \_\_\_\_\_ Date \_\_\_\_\_  
Checked by \_\_\_\_\_ Date \_\_\_\_\_

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

- 1.4 Contractor shall keep the Project Record Documents up-to-date from day to day as the Work progresses. Appropriate documents shall be updated promptly and accurately; no Work shall be permanently concealed until all required information has been recorded.
  - 1.5 Each month these record drawings will be examined by the Project Representative prior to recommending the approval of the partial payment request to ascertain that the record prints reflect the changes to date.
  - 1.6 Record Shop Drawings: If installed equipment is at variance with the respective approved Shop Drawings, Contractor shall furnish to the Project Representative revised Shop Drawings indicating the actual completed installation.
  - 1.7 As-Built Drawings: At the conclusion of the job, the Contractor shall transfer all the changes appearing on the Record Document Prints to the as-built drawings. The as-built drawings shall be completed in accordance with SURVEYING SECTION. The title block for the as-built drawings shall include the name of Contractor.
  - 1.8 Shop Drawings for Permanent Records - In addition to the drawings required as above mentioned, Contractor shall submit a list of all approved Shop Drawings of the Work as installed. From this list the Project Representative will select the drawings desired for permanent records. Contractor shall furnish these in a bound set to the Project Representative.
  - 1.9 The Project Record Documents shall be submitted by Contractor to the Project Representative when all the Work is completed and shall be approved by the Project Representative before Contractor may request final payment.
  - 1.10 Final payment shall be contingent on completion of the above listed requirements in this Section.
- 2.0 PAYMENT:**
- 2.1 Separate payment will not be made for the work of this Section. The cost shall be included in the prices bid for the various items of work scheduled in the Bid.

**END OF SECTION 01720**

SECTION 01740

GUARANTEES, WARRANTIES & BONDS

1.0 CONTRACTOR'S GUARANTEE:

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

"GUARANTEE"

PROJECT \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

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

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

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Date \_\_\_\_\_

Sworn to me before this

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

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

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

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

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

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

**3.0 BONDS:**

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

**4.0 PAYMENT:**

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

**END OF SECTION 01740**

LA-15-01

# Technical Specifications Contract Items

## Division of Site Construction

01500	Mobilization
01600	Equipment and Materials
02100	Demolition
02200	Earthwork, Polyethylene Pipe, Geotextile & Aluminum Flashing
02350	Helical Piers
02500	Concrete Pavers & Granite Cobble Curb
02600	Masonry Staircase
03100	Structural Concrete
05120	Structural Steel Grating & Support Framing
05720	Stainless Steel Railing
92423	Stucco

## DeKorte Park – General Site Improvements *Sandy Recovery Project*



SECTION 01540

MOBILIZATION

PART 1 GENERAL

**1.1 SCOPE OF WORK**

- A. Under this section, mobilization shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, and other work performed, as well as the furnishing, installation, and removal of temporary project information signs. The Contractor shall furnish and set up all necessary general facilities, as are required by county, state or federal laws, regulations or codes. The cost of required insurance and bonds and/or any other similar significant initial expense required for the initiation of the Contract work shall be included in this item. The determination of the adequacy of the Contractor's facilities, except as required by county, state or federal laws or regulations, shall be made by the Contractor.

PART 2 PRODUCTS

**2.1 MATERIALS**

- A. For mobilization and demobilization, such materials as are required that are not to be a part of the completed Contract shall be as determined by the Contractor, except that they shall conform to any pertinent borough, county, state or federal laws, regulations or codes.

PART 3 EXECUTION

- A. Prior to any excavation, the Contractor shall contact the New Jersey One Call Number at 1-800-272-1000 to mark out all utilities in the Project Area. The Contractor is to provide proof of "One-Call" notification to the Project Representative.
- B. Such work as is done in providing the facilities and services under this section shall be done in safe and workman-like manner, and shall conform with any pertinent borough, county, state or federal laws, regulations or codes. Good housekeeping, shall be consistently maintained.

PART 4 MEASUREMENT AND PAYMENT

- A. There will be no measurement made for the work on this Section.
- B. Payment for the work of this Section shall be included in the Lump Sum bid price for Mobilization, Bid Item No. 1.

END OF SECTION 01540

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, false-work, temporary structures (including foundations thereof), 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 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 the Project Representative because of an act by an employee or a trespasser.
- 2.4 During adverse weather, the Contractor shall take all necessary precautions to properly prosecute the Work. When necessary, protection shall be provided by use of tarpaulins, temporary structures, and/or other approved means.

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

**3.0 CLEANING:**

3.1 Before final acceptance by the Project Representative, the Contractor shall remove from the site all equipment, temporary work, unused and useless materials, rubbish, and temporary buildings. 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 02100

### DEMOLITION

#### PART 1.0 GENERAL

##### 1.1 SCOPE OF WORK:

- A. Furnish all labor, materials, and equipment necessary to remove the stone veneer and extraneous mortar/cement on concrete pile caps; plywood and foam along the foundation of the Administration and Environment Center Buildings; masonry stairway and subbase material at Administrative Building Employee Entrance (including hand rails and rail posts); to the limits shown on the Drawings, as specified herein, as required, or as directed by the Project Representative.
- B. All waste materials shall be properly disposed of. See 3.3 below.

#### PART 2.0 PRODUCTS

Not Applicable to the Work of this Section

#### PART 3.0 EXECUTION

##### 3.1 REQUIREMENTS:

- A. Prior to performing any work of this Section, carefully inspect the entire site. Locate any existing active utility lines, which may traverse the site and use all means necessary for their protection.
- B. The Drawings do not purport to show all objects existing on the site. Before commencing the work of this Section, verify with the NJMC representative all objects to be removed.
- C. Pedestrian and vehicular traffic throughout site must be maintained for the duration of the Contract. Schedule all work in a logical and careful manner, with all necessary consideration for the NJSEA's visitors and employees.
- D. Preserve in operating condition all active utilities traversing the site that are designated to remain.

##### 3.2 REMOVAL:

- A. Remove all existing items as required.

##### 3.3 DISPOSAL:

- A. Deliver all waste to NJSEA's Keegan Landfill in Kearny, NJ. There will be no disposal cost for this material.

- B. Remove and dispose all recyclable materials in accordance with the rules and regulations of the NJDEP Bureau of Solid Waste Management. See SECTION 00900 ENVIRONMENTAL REQUIREMENTS, for additional requirements. The Contractor shall pay any costs for the disposal of these materials.

**3.4 MEASUREMENT AND PAYMENT:**

- A. There will be no separate measurement for the work of this Section.
- B. Payment for the work of this Section will be included in the Lump Sum price bid for Demolition, Bid Item No. 2.

**END OF SECTION 02100**

## SECTION 02200

### EARTHWORK, POLYETHYLENE PIPE, GEOTEXTILE & ALUMINUM FLASHING

#### PART 1: GENERAL

##### 1.1 SCOPE OF WORK:

- A. The Contractor shall furnish all labor, materials and equipment necessary to excavate and remove existing debris, plywood and polyurethane foam; install new plywood; geotextile fabric and polyethylene (HDPE) pipe; backfill with topsoil and grade all areas shown on the Drawings.
  - 1. HDPE pipe shall be furnished by the NJSEA. Various sizes of pipe are available, for contractor selection, on the Haul Road in North Arlington, approximately 1 mile from the job site. The contractor shall select appropriately sized pipes, as approval by the NJSEA Project Representative, and transport them to the job site.
- B. The Contractor shall furnish all labor, materials and equipment necessary to excavate and remove existing debris from areas where foam will remain as shown on the Drawings; install aluminum flashing and permanently affix flashing to concrete grade beam and existing plywood.

##### 1.2 QUALITY ASSURANCE:

- A. All materials for use on this contract shall be approved by the Project Representative prior to placement. No material will be placed until inspected and approved by the Project Representative.
- B. The Project Representative reserves the right to test soil material furnished to determine their conformance to the specifications and to reject material that does not conform to the specifications.
- C. Materials and methods of construction shall comply with the following standards: American Society for Testing and Materials (ASTM).

##### 1.3 SUBMITTALS:

- A. Provide samples of the following material for Project Representative's approval:
  - 1. Soil fill
  - 2. Topsoil
  - 3. Geotextile fabric
  - 4. Subbase aggregate
- B. Submit one (1) soil test for each source of topsoil and subsoil material.

1. Soil tests shall be performed by the Soil Testing Laboratory, New Jersey Agricultural Experiment Station, Cook College, Rutgers - The State University of New Jersey, P.O. Box 231, New Brunswick, NJ 08903 (908-932-9295). The test shall be the Basic Topsoil Analysis. Testing results shall be submitted for the Project Representative's review and approval.
2. The test results shall be submitted to the Project Representative five (5) days prior to delivery of any soil material to the site.

#### **1.4 PROTECTION OF THE WORK:**

- A. Use all means necessary to protect all materials of this Section before, during, and after installation and to protect the installed work and materials of other Sections.
- B. In the event of damage, immediately make all repairs and replacements necessary, to the approval of the Project Representative, at no additional cost to the NJSEA.

#### **1.5 EXCAVATION:**

- A. Contractor is advised that, during excavation, the Contractor may encounter solid waste (garbage) and leachate (liquid which has been in contact with garbage). If encountered, workers to wear protective clothing. See Section 02100 for disposal.

### **PART 2: PRODUCTS**

#### **2.1 GEOTEXTILE FOR PIPE-WRAP: (Pipes supplied by NJSEA.)**

- A. The geotextile shall be **Geotex NW-601**, as manufactured by Propex and distributed by A.H. Harris Construction Supplies, 160 Fairfield Road, Fairfield, NJ 07004 (973) 227-1600; or approved equal.
- B. The Contractor shall furnish certificates of compliance from the manufacturer or supplier attesting that the material complies with the specified requirement.

#### **2.3 PRESSURE TREATED PLYWOOD:**

- A. Plywood shall be exterior grade, pressure treated plywood in sheets sized  $\frac{3}{4}$ " x 4' x 8'. All plywood shall be new.

#### **2.4 PRESSURE TREATED LEDGER BOARD:**

- A. Pressure treated ledger board shall be 1" x 3" x 8' (or longer). All boards shall be new.

**2.5 ALUMINUM FLASHING:**

- A. Aluminum Flashing shall be in rolls, 18" x 25' (or longer). Flashing shall be dark brown, minimum .026 gauge.

**2.6 TOPSOIL (PLANTING AREAS):**

- A. Soil shall be a fertile, friable, natural loam with a sandy loam texture. The soil shall be free of refuse, hard clods, woody vegetation, stiff clay, construction debris, boulders, stones larger than two (2) inches in any dimension, materials or chemicals toxic to plants, and any other undesirable material.
- B. Organic Content: The soil shall have a minimum organic content of not less than 5.00 percent by volume. The organic content shall be increased by adding composting leaf mulch at a rate necessary to attain the minimum organic content specified. Leaf mulch shall conform to Leaf Composting Manual for N.J. Municipalities written by Peter F. Strom and Melvin S. Finstein. The organic content of soils shall be determined by the laboratory using the chromic acid titration method as described in the United States Department of Agriculture's Circular #757. Whenever leaf compost is used, it shall be thoroughly incorporated into the soil. For information purposes, Nature's Choice Corp., a private leaf compost supplier, is located adjacent to the project site and sells leaf compost. Contact them directly for more information at (201)902-0260.
- C. Graduation: The graduation of the topsoil shall be determined by the laboratory using the Bookcase Hydrometer Analysis conforming to the requirements of current ASTM Designation D 422. The graduation of the topsoil shall be within the following ranges:

<u>Material</u>	<u>Particle Diameter</u>	<u>Quantity</u> (% oven-dry wt)
Sand	2.000mm to 0.050mm	40% to 65%
Silt	0.050mm to 0.005 mm	25% to 40%
Clay	0.005mm and smaller	10% to 20%

Except that when one-half of the sand content is larger than 0.500mm, then the maximum sand content shall be 75 percent and the minimum clay content shall be 15 percent. The lower limits of silt and clay shall be flexible to the extent that soils with a minimum combined silt and clay content of 20 percent shall be satisfactory. However, if more than one-half of the sand is larger than 0.500mm, then the minimum clay content shall be 15 percent and the minimum combined silt and clay content shall be 25 percent.

- D. pH: The soil shall have a pH value within a range of 5.5 to 6.5.
- E. Specific Conductance: Soluble salt content (conductivity) for soil shall be less than 0.5mmhos/cm for a 1:2 soil:water ratio.



## 2.7 OTHER MATERIAL:

- A. All other materials, not specifically described but required for proper completion of the work of this Section, shall be as selected by the Contractor subject to the approval of the Project Representative.

## PART 3: EXECUTION

### 3.1 GENERAL:

#### A. Familiarization:

- 1. Prior to all work of this Section, the Contractor shall become thoroughly familiar with the site, the site conditions, and all portions of the Work falling within this Section. Contractor to insure that all protective measures are in place prior to starting the Work.

#### B. Submittals:

- 1. Do not begin any work under this Section until all submittals have been accepted by the Project Representative.

#### C. Backfilling Prior to Approvals:

- 1. Do not allow or cause any of the work performed or installed to be covered up or enclosed by work of this Section prior to all required inspections, tests, and approvals.
- 2. Should any of the work be so enclosed or covered up before it has been approved, uncover all such work at no additional cost to the NJSEA.

### 3.1 POLYETHYLENE PIPE INSTALLATION:

- A. Excavate debris and damaged polyethylene from areas shown Drawings. Bring subgrade to elevation required to install geotextile and polyethylene pipes provided by NJSEA. Pipes shall be fully wrapped, all four sides, in geotextile fabric with a minimum of 3-feet of overlap. Physically secure fabric on itself with fasteners recommended by manufacturer. Care shall be taken to fully wrap open ends of pipe so that no animal, bird or reptile shall be able to enter the pipe.

### 3.2 ALUMINUM FLASHING:

- A. Contractor shall remove all debris from behind buckled plywood; leaving plywood intact. Once clean, Contractor to affix 1' x 3" pressure treated ledger board to concrete grade beam with 2" Hilti Bolts, one every 3-feet. Contractor to attach Aluminum Flashing to ledger board with 3/4" screws and 1-inch diameter washers one every 18".

Flashing shall be directed downward to cover gap between plywood and concrete grade beam. Flashing shall extend downward into the ground a minimum of 14". Contractor shall add topsoil to the planting bed, covering the aluminum ledger board and flashing a minimum of 6".

### **3.2 FINAL GRADING:**

#### **A. General:**

1. Perform final grading required to attain the elevations indicated on the Drawings.
2. Stones or other objects larger than 2" in their greatest dimension will not be permitted in the top 24" of the finished grade.

#### **B. Treatment After Completion of Final Grading:**

1. After final grading is completed and the Project Representative has finished her inspection, permit no further excavation, filling, or grading except with the approval of and inspection of the Project Representative.
2. Use all means necessary to prevent the erosion of freshly graded areas. Repair any damaged areas prior to further construction.

### **3.3 CLEAN UP:**

- #### **A. Upon completion of the work of this Section, immediately remove all debris and excess earth materials from the site**

### **3.4 LITTER CONTROL:**

- #### **A. Any litter resulting from excavation, filling, and grading activities shall be removed on a daily basis.**

### **3.5 MEASUREMENT AND PAYMENT:**

- #### **A. Payment for the work in this section will be included in the Lump Sum price bid for Earthwork, Polyethylene Pipe, Geotextile & Aluminum Flashing, Bid Item # 3.**

**END OF SECTION 02200**

## SECTION 02350

### HELICAL PIERS

#### PART 1 GENERAL

##### 1.1 SCOPE OF WORK:

- A. Furnish all engineering and design services, labor, material, and equipment necessary to design, install and test helical piers (HPs) for support of the new Employee Entrance Staircase as specified herein, as shown on the Drawings, and as directed by the Project Representative.
- B. The work under this Section shall include the services of a Registered Professional Engineer licensed in the State of New Jersey, to sign and seal the various submissions and reports specified, and to inspect the helical pier installations.

##### 1.2 SUBMITTALS:

- A. The HP Contractor shall prepare and submit to the NJMC, for review and approval, design calculations, Working Drawings, testing procedures, product descriptions, and other documentation as specified herein, for the helical piers at least 14 calendar days prior to planned start of helical pier construction. All submittals shall be signed and sealed by a Registered Professional Engineer currently licensed in the State of New Jersey.
- B. The HP Contractor shall prepare and submit a detailed description of the construction procedures proposed for use to the NJMC for review at least 14 calendar days prior to planned start of helical pier construction. This shall include a list of major equipment to be used.
- C. The HP Contractor shall submit all test reports, installation records, and other documentation as specified herein.
- D. Work shall not begin until all the submittals have been received and approved by the NJMC. The HP Contractor shall allow the NJMC a reasonable time to review, comment, and return the submittal package after a complete set has been received. All costs associated with incomplete or unacceptable submittals shall be the responsibility of the HP Contractor.

##### 1.3 QUALITY ASSURANCE:

- A. Helical piers shall be installed by a HP Contractor authorized and certified by the helical pier manufacturer. The HP Contractor shall have satisfied the certification requirements relative to the technical aspects of the product and installation procedures as therein specified. Certification documents shall be provided to the NJMC.
- B. The HP Contractor shall employ an adequate number of skilled workers who are experienced in the necessary crafts and who are familiar with the specified requirements and methods needed for proper performance of the work of this Section.
- C. All HP shall be installed in the presence of a designated representative of the NJMC unless said representative informs the HP Contractor otherwise. The designated representative shall have the right to access any and all field installation records and test reports.
- D. Design of helical piers and associated details, as well as construction inspection, shall be the HP Contractor's responsibility. All submittals shall be signed and sealed by a Registered Professional Engineer currently licensed in the State of New Jersey.

#### **1.4 QUALIFICATIONS OF THE HP CONTRACTOR:**

- A. The HP Contractor shall be experienced in performing design and construction of helical piers and shall furnish all materials, labor, and supervision to perform the work. The HP Contractor shall be trained and certified by the helical pier manufacturer in the proper methods of design and installation of helical piers. The HP Contractor shall provide names of on-site personnel materially involved with the work, including those who carry documented certification from the helical pier manufacturer. At a minimum, these personnel shall include foreman, machine operator, and project manager.
- B. The HP Contractor shall not sublet the whole or any part of the pier installation without the express written permission of the NJMC.

#### **1.5 DESIGN CRITERIA:**

- A. Helical piers shall be designed to support a working compressive load of 2,000 pounds/pier; a working tension load of 500 pounds/pier and a working lateral load of 1,000 pounds/pier. The calculations and drawings required from the HP Contractor shall be submitted to the NJMC for review and acceptance.
- B. The overall length and installed torque of a HP shall be specified by the HP Contractor so the required HP capacity is developed by end-bearing on the helix plate(s) in the appropriate strata(s).

#### **1.6 SUBSURFACE INFORMATION:**

- A. Copies of existing subsurface information, consisting of two deep soil borings and are included at the end of this section. This information was the basis of the foundation design of a 2007 construction project in which 1600 linear feet of the Marsh Discovery Trail was rebuilt using more than 400 helical piers.
- B. Also included at the end of the section are two load test reports provided by the inspecting engineer under the 2007 contract. The majority of the 2007 piers were driven to depths between 12 and 19 feet. A small number exceeded 25 feet and an equally small number went less than 10 feet. Full pile logs are available for inspection on request.
- C. The subsurface information may be considered to be representative of the in-situ subsurface conditions likely to be encountered on the project site. Said subsurface information may be the used as the basis for helical pier design using generally accepted engineering judgment and methods.
- D. The HP Contractor's attention is brought to soft nature of the deeper underlying soils. The design of the HP must consider the effects of these soils on the performance of the HP. See soil borings at the end of this section.

#### **1.7 REFERENCED CODES AND STANDARDS:**

- A. Standards listed by reference, including revisions by issuing authority, form a part of this specification section to the extent indicated. Standards listed are identified by issuing authority, authority abbreviation, designation number, title, or other designation established by issuing authority. Standards subsequently referenced herein are referred to by issuing authority abbreviation and standard designation. In case of conflict, the particular requirements of this specification shall prevail. The latest publication as of the issue of this specification shall govern, unless indicated otherwise.

## **PART 2      PRODUCTS**

### **2.1 GENERAL:**

- A. All components of the helical pier system shall be as manufactured by CHANCE Civil Construction, Centralia, MO., or approved equal
- B. All components of the helical pier system shall be selected from the manufacturer's standard items, unless specifically indicated otherwise on the Drawings.
- C. All sizes, thicknesses, yield strengths, etc. specified below are minimums. The actual values shall be as recommended by the manufacturer's standards and may be higher than the specified minimums, depending on the specific helical piers proposed.

### **2.2 CENTRAL STEEL SHAFT:**

- A. The central steel shaft, consisting of lead sections, helical extensions, and plain extensions, shall be solid shaft (SS) or hollow round shaft (RS) or a combination of the two (SS to RS Combo). NOTE: Hollow round shafts shall only be used if the loadings cannot be obtained with a solid shaft design. Should a hollow round shaft design be submitted, the HP Contractor must prove that a solid shaft design is unsuitable.
- B. SS lead sections and extensions shall be 1-1/2 inch minimum, hot-rolled, solid steel bars having a minimum yield strength of 70 ksi. Square sections shall be round-cornered, meeting the dimensional and workmanship requirements of ASTM A29.
- C. RS lead sections and extension shall be a minimum of 2-7/8 inch outer diameter structural tube or pipe, welded or seamless, and shall have a minimum yield strength of 50 ksi.
- D. SS to RS combination sections shall be Type SS and RS material as described above, with a welded adapter for the transition from SS to RS.

### **2.3 HELIX BEARING PLATE:**

- A. Helix bearing plates shall be hot rolled carbon steel sheet, strip, or plate formed on matching metal dies to true helical shape and uniform pitch.
- B. SS helix plates shall have a minimum yield strength of 50 ksi.
- C. RS helix plates shall have a minimum yield strength of 36 ksi.

### **2.4 BOLTS:**

- A. The size and type of bolts used to connect the central steel shaft sections together shall be as recommended by the manufacturer.

### **2.5 COUPLINGS:**

- A. Couplings shall be formed as integral part of the plain and helical extension material.
- B. For Type SS material, the couplings shall be hot upset forged sockets.

- C. For Type RS material, the couplings shall be hot forge expanded sockets or internal sleeve steel connectors. The steel connectors may be either tubing or solid steel with holes for connecting the shaft sections together.

## **2.6 PLATES, SHAPES, BRACKETS, AND MISCELLANEOUS COMPONENTS:**

- A. Structural steel plates and shapes for HP brackets and other top attachments shall conform to ASTM A36 or ASTM A572 Grade 50.

## **2.7 CORROSION PROTECTION:**

- A. All SS material shall be hot-dipped galvanized in accordance with ASTM A153 after fabrication.
- B. All RS material shall be hot-dipped galvanized in accordance with ASTM A153 or ASTM A123 after fabrication.

## **2.8 ZINC PRIMER:**

- A. Zinc primer for touch up of the welded areas on the walkway support brackets shall be Clearco Zinc Rich Primer, having a zinc content of 90% in dry film, as manufactured by Clearco Products, Bensalem, PA., or approved equal.

## **PART 3 EXECUTION**

### **3.1 SITE CONDITIONS:**

- A. Prior to commencing helical screw foundation installation, the HP Contractor shall inspect the work of all other trades and verify that all said work is completed to the point where HP installation may commence without restriction.
- B. The HP Contractor shall verify that all HPs may be installed in accordance with all pertinent codes and regulations regarding such items as underground obstructions, right-of-way limitations, utilities, etc.
- C. In the event of a discrepancy, the HP Contractor shall notify the NJMC. The HP Contractor shall not proceed with HP installation in areas of discrepancies until said discrepancies have been resolved.

### **3.2 DESIGN CALCULATIONS:**

- A. Design calculations shall be submitted for all components of the helical pier system and shall include the following minimum information for all components:
  - 1. Minimum yield strength.
  - 2. Minimum ultimate tensile strength.
  - 3. Ultimate structural capacity in compression.
  - 4. Ultimate structural capacity in tension.
  - 5. Allowable working load in compression - Using a minimum Factor of Safety of 3.0.
  - 6. Allowable working load in tension load - Using a minimum Factor of Safety of 2.0.
  - 7. The critical buckling load as determined using a lateral load analysis program such as LPILE or equal commercially available software, or various other methods. Calculations shall reflect the conditions indicated on the Drawings, in particular the unsupported length

of the helical piers installed for the study docks, which are over open water, with due regard for the effect of the surrounding soils.

8. The theoretical ultimate end-bearing capacity of the helical piers as determined using HeliCAP™ Engineering Software, or equal commercially available software. The allowable capacity for the HPs shall be determined from the ultimate capacity using a minimum factor of safety of 2.0.
  9. The overall length and installed torque of the HPs so the required HP capacity is developed by end-bearing on the helix plate(s) in the appropriate strata(s).
  10. Type and size of the weld for the connection between the lead or extension sections and the walkway support bracket. The welded connection shall be made to the top of the central shaft lead section or extension by a weld at the 1" hole on the bottom of the bracket. The connection shall be capable of resisting a working uplift load of 250 pounds/pier with a factor of safety of 2.0.
- B. The HP Contractor's attention is brought to the soft nature of the underlying soils. The design of the HP must be such as to avoid penetration into these underlying soft soils. See boring logs for profiles.

### **3.3 WORKING DRAWINGS:**

- A. The Working Drawings shall include the following:
1. Helical Screw Foundation number, location, and pattern by assigned identification number.
  2. HP design load.
  3. Type and size of central steel shaft.
  4. Helix configuration (number and diameter of helix plates).
  5. Minimum effective installation torque.
  6. Minimum overall length.
  7. Inclination of HP (along both axes).
  8. Cut-off elevation.
  9. Weld for attachment of shaft to walkway support bracket.
  10. HP attachment to structure (vertical and battered piers).

### **3.4 SHOP DRAWINGS:**

- A. The HP Contractor shall submit Shop Drawings for all HP components, including corrosion protection and pile top attachment to the NJMC for review and approval. This includes HP lead and extension section identification (manufacturer's catalog numbers), brackets, etc.

### **3.5 INSTALLATION EQUIPMENT:**

- A. The installation equipment shall be rotary type, hydraulic power driven torque motor with clockwise and counter-clockwise rotation capabilities. The torque motor shall be capable of continuous adjustment to revolutions per minute (RPM's) during installation. Percussion drilling equipment shall not be permitted. The torque motor shall have a torque capacity 15% greater than the torsional strength rating of the central steel shaft to be installed. Helical piers should be installed with high torque, low RPM torque motors, which allow the helical screw plates to advance with minimal soil disturbance.
- B. Equipment shall be capable of applying adequate down pressure (crowd) and torque simultaneously to suit project soil conditions and load requirements. The equipment shall be capable of continuous position adjustment to maintain proper HP alignment.

### **3.6 INSTALLATION TOOLS:**

- A. Installation tools shall be as required by the HP manufacturer, used in accordance with the manufacturer's written installation instructions. Installation tools shall be in good working order and safe to operate at all times. Flange bolts and nuts shall be regularly inspected for proper tightening torque. Bolts, connecting pins, and retainers shall be periodically inspected for wear and/or damage and replaced with identical items provided by the manufacturer. Worn or damaged tooling shall be replaced.
- B. A torque indicator shall be used during HP installation. The torque indicator can be an integral part of the installation equipment or externally mounted in-line with the installation tooling. Torque indicators shall be:
  - 1. Capable of providing continuous measurement of applied torque throughout the installation.
  - 2. Capable of torque measurements in increments of at least 500 ft-lb.
  - 3. Calibrated prior to pre-production testing or start of work. Torque indicators which are an integral part of the installation equipment, shall be calibrated on-site. Torque indicators which are mounted in-line with the installation tooling, shall be calibrated either on-site or at an appropriately equipped test facility. Indicators that measure torque as a function of hydraulic pressure shall be calibrated at normal operating temperatures.
  - 4. Re-calibrated, if in the opinion of the NJMC and/or the HP Contractor, reasonable doubt exists as to the accuracy of the torque measurements.

### **3.7 INSTALLATION TOLERANCES:**

- A. HPs shall be installed to the following tolerances:
  - 1. Centerline - not more than 1-1/2 inches from approved contractor's layout.
  - 2. Plumbness - within 2° of design alignment.
  - 3. Top elevation - within 1/2" +/- of the design elevation.
- B. Any costs associated with HPs that do not meet the above installation tolerances shall be the sole responsibility of the HP Contractor.

### **3.8 INSTALLATION PROCEDURES:**

- A. The HP installation technique shall be consistent with the geotechnical, logistical, environmental, and load carrying conditions of the Work.
- B. The lead sections shall be positioned at the locations shown on the Working Drawings. Battered HPs can be positioned perpendicular to the ground to assist in initial advancement into the soil before the required batter angle is established. The HP sections shall be engaged and advanced into the soil in a smooth, continuous manner at a rotation rate of 5 to 20 RPM. Extension sections shall be provided to obtain the required minimum overall length and installation torque as shown on the Working Drawings. Connect sections together using coupling bolts and nuts torqued to 40 ft-lb.
- C. Sufficient down pressure shall be applied to uniformly advance the HP sections approximately three inches per revolution. The rate of rotation and magnitude of down pressure shall be adjusted for different soil conditions and depths.



### 3.9 TERMINATION CRITERIA:

- A. The torque, as measured during the installation, shall not exceed the torsional strength rating of the central steel shaft.
- B. The minimum installation torque and minimum overall length criteria as shown on the Working Drawings shall be satisfied prior to terminating the helical screw foundation installation.
- C. If the torsional strength rating of the central steel shaft and/or installation equipment has been reached prior to achieving the minimum overall length required, the HP Contractor shall have the following options:
  - 1. Terminate the installation at the depth obtained subject to the review and acceptance of the NJMC.
  - 2. Remove the existing HP and install a new one with fewer and/or smaller diameter helix plates. The new helix configuration shall be subject to review and acceptance of the NJMC. If re-installing in the same location, the top-most helix of the new HP shall be terminated at least three feet beyond the terminating depth of the original HP.
- D. Re-use of a helical screw foundation shaft after it has been permanently twisted during a previous installation is prohibited.
- E. If the minimum installation torque, as shown on the Working Drawings, is not achieved at the minimum overall length, and there is no maximum length constraint, the HP Contractor shall have the following options:
  - 1. Install the HP deeper using additional extension sections.
  - 2. Remove the existing HP and install a new one with additional and/or larger diameter helix plates. The new helix configuration shall be subject to review and acceptance of the NJMC. If re-installing in the same location, the top-most helix of the new HP shall be terminated at least three feet beyond the terminating depth of the original HP.
  - 3. De-rate the load capacity of the HP and install additional helical screw foundation(s). The de-rated capacity and additional helical screw foundation location shall be subject to the review and acceptance of the NJMC.
- F. If the HP is refused or deflected by a subsurface obstruction, the installation shall be terminated and the HP removed. The obstruction shall be removed, if feasible, and the HP re-installed. If the obstruction can't be removed, the HP shall be installed at an adjacent location, subject to review and acceptance of the NJMC.
- G. If the torsional strength rating of the central steel shaft and/or installation equipment has been reached prior to proper positioning of the last plain extension section relative to the final elevation, the HP Contractor may remove the last plain extension and replace it with a shorter length extension. If it is not feasible to remove the last plain extension, the HP Contractor may cut said extension shaft to the correct elevation. The HP Contractor shall not reverse (back-out) the helical screw foundation to facilitate extension removal.
- H. The average torque for the last three feet of penetration shall be used as the basis of comparison with the minimum installation torque shown on the Working Drawings. The average torque shall be defined as the average of the last three readings recorded at one-foot intervals.

### **3.10 INSTALLATION RECORDS:**

- A. The HP Contractor shall provide the NJMC copies of HP installation records within 24 hours after each installation is completed. Formal copies shall be submitted on a weekly basis. These installation records shall include, but are not limited to, the following information:
1. Name of project and HP Contractor.
  2. Name of HP Contractor's supervisor during installation.
  3. Date and time of installation.
  4. Name and model of installation equipment.
  5. Type of torque indicator used.
  6. Location of HP by assigned identification number.
  7. Actual HP type and configuration – including lead section (number and size of helix plates), number and type of extension sections.
  8. HP installation duration and observations.
  9. Total length of installed HP.
  10. Cut-off elevation.
  11. Deviation from design horizontal location.
  12. Inclination of HP.
  13. Installation torque at one-foot intervals for the final ten feet.
  14. Comments pertaining to interruptions, obstructions, or other relevant information.
  15. Rated load capacities - compression and tension.
- B. All installation records shall bear the signature of a Registered Professional Engineer currently licensed in the State of New Jersey.

### **3.11 HELICAL PIER TESTING PROCEDURE:**

- A. The HP Contractor shall submit plans for production testing to the NJMC for review and acceptance prior to beginning any load test.
- B. The HP Contractor shall submit to the NJMC copies of calibration reports for each torque indicator and all load test equipment to be used on the project. The calibration test shall have been performed within forty five (45) working days of the date submitted. HP installation and testing shall not proceed until the NJMC has received the calibration reports. These calibration reports shall include, but are not limited to, the following information:
1. Name of project and HP Contractor.
  2. Name of testing agency.
  3. Identification (serial number) of device calibrated.
  4. Description of calibrated testing equipment.
  5. Date of calibration.
  6. Calibration data.

### **3.12 HELICAL PIER PRODUCTION LOAD TEST:**

- A. The HP Contractor may perform, at his/her discretion, one compression production load test on a selected vertical production HP. Testing is not required, but allowed, should the contractor wish to do his/her own testing.
- B. The production load test should be conducted shortly after the installation of the HP's has begun. In this way any modifications required due to the failure of any of the helical piers can be implemented as the work progresses.

- C. The HP Contractor shall submit for review and acceptance the proposed HP production load testing procedure. The submittal shall provide the minimum following information:
1. Type and accuracy of load equipment.
  2. Type and accuracy of load measuring equipment.
  3. Type and accuracy of pier-head deflection equipment.
  4. General description of load reaction system, including description of reaction anchors.
  5. Calibration report for complete load equipment, including hydraulic jack, pump, pressure gauge, hoses, and fittings.

### **3.13 PRODUCTION LOAD TEST EQUIPMENT:**

- A. The load test equipment shall be capable of increasing or decreasing the applied load incrementally. The incremental control shall allow for small adjustments, which may be necessary to maintain the applied load for a sustained, hold period.
- B. The reaction system shall be designed so as to have sufficient strength and capacity to distribute the test loads to the ground. It should also be designed to minimize its movement under load and to prevent applying an eccentric load to the pier head. The direction of the applied load shall be co-linear with the HP at all times.
- C. Dial gauge(s) shall be used to measure HP movement. The dial gauge shall have an accuracy of at least  $\pm 0.001$ -in. and a minimum travel sufficient to measure all HP movements without requiring resetting the gauge. The dial gauge shall be positioned so its stem is parallel with the axis of the HP. The stem may rest on a smooth plate located at the pier head. The plate shall be positioned perpendicular to the axis of the HP. The dial gauge shall be supported by a reference apparatus to provide an independent fixed reference point. The reference apparatus shall be independent of the reaction system and shall not be affected by any movement of the reaction system.
- D. The production load test equipment shall be re-calibrated, if in the opinion of the NJMC and/or HP Contractor, reasonable doubt exists as to the accuracy of the load or deflection measurements.

### **3.14 PRODUCTION LOAD TESTING PROGRAM:**

- A. The hydraulic jack shall be positioned at the start of the test so that the unloading and repositioning of the jack during the test shall not be required. The jack shall also be positioned co-axial with respect to the pier-head to minimize eccentric loading. The hydraulic jack shall be capable of applying a load at least equal to the proposed design load (DL). The pressure gauge shall be graduated in 100 psi increments or less. The stroke of the jack shall not be less than the theoretical elastic shortening of the total HP length at the maximum test load.
- B. An alignment load (AL) shall be applied to the HP prior to setting the deflection measuring equipment to zero or to any other reference position. The AL shall be no more than 10% of the DL. After the AL is applied, the test set-up shall be inspected carefully to ensure it is safe to proceed.
- C. Axial compression production load tests shall be conducted by loading and unloading the HP in the step-wise fashion shown below. Pier-head deflection shall be recorded at the beginning of each step and at the end of the hold time. The beginning of the hold time shall be defined as the moment when the load equipment achieves the required load step.

<u>LOAD STEP</u>	<u>HOLD TIME</u> (minutes)
AL	0
0.20 DL	2.5
0.40 DL	2.5
0.60 DL	2.5
0.80 DL	2.5
1.00 DL	5
0.60 DL	1
0.40 DL	1
0.20 DL	1
AL	5

- E. Test loads shall be applied until continuous jacking is required to maintain the load step or until the test load increment equals 100% of the DL, whichever occurs first. Displacement readings shall be recorded at each load increment.

### **3.15 ACCEPTANCE CRITERIA FOR PRODUCTION LOAD TESTS:**

- A. The acceptance criteria for production helical piers is that each pier shall sustain the compression design capacity (1.0 DL) with no more than 1/2 in. total vertical movement of the pier-head, as measured relative to the top of the HP prior to the start of testing.

### **3.16 PRODUCTION LOAD TEST REPORTS:**

- A. The HP Contractor shall provide the NJMC copies of field test reports within 24 hours after completion of the load tests. Formal copies shall be submitted within a week following test completion. These test reports shall include, but are not limited to, the following information:

1. Name of project and HP Contractor.
2. Name of HP Contractor's supervisor during installation.
3. Date, time, and duration of test.
4. Location of HP by assigned identification number.
5. Description of calibrated testing equipment and test set-up.
6. Actual HP type and configuration – including lead section, number and type of extension sections.
7. Steps and duration of each load increment.
8. Cumulative pier-head movement at each load step.
9. Comments pertaining to test procedure, equipment adjustments, or other relevant information.

- B. All test reports shall bear the signature of Registered Professional Engineer currently licensed in the State of New Jersey.

- C. The reports shall indicate whether the helical pier passed or failed the acceptance criteria.

### **3.17 FAILED HELICAL PIERS:**

- A. If a production HP is tested and fails to meet the acceptance criteria, the HP Contractor shall be directed to test another HP in the vicinity. For failed helical piers and further construction of other foundations, the HP Contractor shall modify the design, the construction procedure, or both. These modifications include, but are not limited to, installing replacement HPs, modifying the installation methods and equipment, increasing the minimum effective installation torque,

changing the helix configuration, or changing the HP material (i.e., central steel shaft). Modifications that require changes to the structure shall have prior review and acceptance of the NJMC. Any modifications of design or construction procedures required shall be at the HP Contractor's sole expense.

B. Load tests on HPs that fail the acceptance criteria shall not be paid for.

### **3.18 HELICAL PIER TOP ATTACHMENTS:**

A. Furnish and install pier top attachments as required.

B. Weld all vertical pier walkway support brackets to the top of the lead or extension section as required. After welding, prepare and coat all exposed surfaces with zinc primer in accordance with the zinc primer manufacturer's recommendations.

### **3.19 MEASUREMENT AND PAYMENT:**

A. Helical Piers shall not be measured. The cost of all work associated with Helical Piers (including mobilization of HP Contractor, vertical helical piers, load tests or helical piers and the services of the Registered Professional Engineer retained by the HP Contractor) shall be included in the Lump Sum price bid for Bid Items 6 and 7.

- Item 6 - Masonry Staircase Construction: Four (4) helical piers required for this item.
- Item 7 - Steel Staircase Fabrication & Installation: Two (2) helical piers required for this item.

## **PART 4 SUBSURFACE INFORMATION**

### **4.1 SOIL BORINGS:**

A. Two deep soil borings were performed in 1981 in conjunction with the construction of the NJMC facilities. Note that the datum for these two borings is the NGVD 1929 vertical datum. These borings provide data regarding the soils below the strata in which the helical piers are expected to terminate.

**END OF SECTION 02350**

**SUB-SURFACE INFORMATION FOLLOWS**

BORING LOGS FOR THIS CONTRACT ARE NOT REPRINTED HERE DUE TO  
SIZE

## SECTION 02500

### CONCRETE PAVERS and GRANITE COBBLE CURB

#### PART 1: GENERAL

##### 1.1 SCOPE OF WORK:

- A. Furnish all labor, materials, and equipment necessary to repair and construct the on-grade concrete masonry paving as shown on the Drawings and specified herein, including but not limited to: laying of new pavers in, and adjacent to the Feature Circle near boardwalk; field pavers and Granite Cobble edging in Plaza.

##### 1.2 SUBMITTALS:

- A. Provide materials certificates signed by material producer, and Contractor, certifying that each material complies with the specified requirements.
- B. Provide samples of the following in the color selected by the Project Representative:
  - six (6) full-size concrete pavers of the Field Paver (4"x8"x 2 3/8" units);
  - six (6) full-size concrete pavers of Feature Area Paver (12"x12"x 2 3/8" units);
  - four (4) full-size units of Granite Cobbles
- C. Contractor may reuse Granite Cobbles found on site near the areas to be renovated. These Cobbles must be cleaned and made free of soil and/or mortar.

##### 1.4 QUALITY ASSURANCE:

- A. Provide at least one person who shall be thoroughly trained and experienced in the skills required; who shall be completely familiar with the design and application of the work described for this Section; and who shall be present at all times during progress of the Work of this Section and shall direct all work performed under this Section.

##### 1.5 PROTECTION OF THE WORK:

- A. Use all means necessary to protect concrete paver and other materials before, during, and after installation and to protect the installed work and materials of all other trades.
- B. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Project Representative at no additional cost to the NJSEA.

##### 1.6 DELIVERY, STORAGE, AND HANDLING:

- A. Deliver concrete pavers and granite cobbles to the site in steel banded, plastic banded, or plastic wrapped cubes capable of transfer by fork lift or clamp lift. Unload pavers at job site in such a manner that no damage occurs to the product. Pavers shall not be dumped on site.

- B. Sand shall be covered with waterproof covering to prevent exposure to rainfall or removal by wind. The covering shall be secured in place.
- C. Coordinate delivery and paving schedule to minimize interference with normal use of buildings adjacent to paving.

**PART 2: PRODUCTS**

**2.1 SUBBASE AGGREGATE:**

- A. ¾" crushed stone, clean, no fines.

**2.2 BEDDING SAND AND JOINT SAND:**

- A. Bedding and joint sand shall be clean, non-plastic, free from deleterious or foreign matter. The sand shall be natural or manufactured from crushed rock. Limestone screenings or stone dust that does not conform to the grading requirements in table 1 shall not be used.
- B. Grading of sand samples for the bedding course and joints shall be done according to ASTM C 136. The bedding sand shall conform to the grading requirements of ASTM C 33 as shown in table 1.

Table 1.  
Grading Requirements for Bedding Sand  
ASTM C 33

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8 in.	100%
No. 4	95 to 100
No. 8	85 to 100
No. 16	50 to 100
No. 30	25 to 60
No. 50	10 to 30
No. 100	2 to 10

- C. The joint sand shall be polymeric sand as manufactured by Techo-Bloc stabilizer and distributed by and distributed by Bergen Brick Stone & Tile, 685 Wyckoff Ave, Wyckoff, NJ 07481, (201) 891-3500; or approved equal.

**2.3 CONCRETE PAVERS AND GRANITE COBBLES:**

- A. **Concrete Pavers** shall be as manufactured by Cambridge Pavingstone, 1 Jerome Ave, Lyndhurst, NJ 07071, 201-933-5131; or approved equal.



B. Paver sizes and color shall be:

1. Field & Soldier Course Paver: Holland-Stone, 4" x 8" x 2 3/8" in salmon onyx color; set in pattern as indicated on drawings.
2. Feature Area Paver (circular area near boardwalk): 12" x 12" x 2 3/8" to be salmon onyx color, set in grid pattern.

C. All pavers of a single color shall be from the same dye lot to assure uniformity of color. Project Representative shall approve color before acceptance of material.

D. Pavers shall meet the following requirements set forth in ASTM C936, Standard Specification for interlocking Concrete Paving units:

1. Average compressive strength of 8000 psi with no individual unit under 7200 psi.
2. Average absorption of 5% with no unit greater than 7% when tested in accordance with ASTM C 140.
3. Resistance to 50 freeze-thaw cycles when tested in accordance with ASTM C67.
4. Manufacturing shall take place on an Omag Single Layer Paving Machine or approved equal.
5. Cement shall conform to ASTM C 150.
6. Pigment in concrete pavers shall conform to ASTM C 979.

E. **Granite Cobbles**: Contractor may clean and reuse granite cobbles found on the job site in the vicinity of the areas to be renovated. In the event that more cobbles are needed, Contractor to locate matching cobbles from a reliable distributor or manufacturer. Cobbles shall be grey in color with angular edges; and shall measure approximately 6" x 6" x 5". No newly supplied cobbles shall be installed without prior approval of Project Representative.

#### **2.4 MORTAR (Granite Cobbles Only):**

A. Mortar shall conform to ASTM C270, Type S, with a minimum compressive strength of 1800 psi. Color of mortar to be chosen by Landscape Architect.

#### **2.5 PAVER EDGING:**

A. Edging shall be Pave Edge Flexible as manufactured by Pave Tech, Inc., (800) 728-3832 and as distributed by Cambridge Pavingstone Products, Lyndhurst, NJ 201-933-5131; or approved equal.

## **PART 3: EXECUTION**

### **3.1 SURFACE CONDITIONS:**

#### **A. Inspection:**

1. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
2. Verify that concrete pavers and modular wall units may be installed in strict accordance with the original design, all pertinent codes and regulations, and all pertinent portions of the referenced standards.

#### **B. Discrepancies:**

1. In the event of discrepancy, immediately notify the Project Representative.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

### **3.2 PREPARATION OF SUBGRADE:**

#### **A. Bring subgrade to final grade, contour and compact as required by Section 02200.**

#### **B. Environmental Conditions:**

1. Do not install sand or pavers during heavy rain or snowfall.
2. Do not install sand and pavers over frozen base materials.
3. Do not install frozen sand.

### **3.3 SUBBASE AGGREGATE:**

#### **A. See Section 02200 Earthwork for Subbase Aggregate.**

### **3.4 SAND SETTING BED:**

#### **A. Setting bed shall be installed to depth indicated on the Drawings.**

### **3.5 PAVER EDGING:**

- #### **A. Install edging and spikes as per the manufacturer's recommendation to all paved areas not bordered by walls or curbing. Edging shall be installed straight and true to grades as required.**

### **3.6 CONCRETE PAVERS:**

- A. Pavers shall be laid onto setting bed hand tight, in straight and true lines.
- B. Cutting, where required, shall be done with a masonry saw.
- C. After pavers are laid, they shall be compacted into the loose setting bed by one pass of a vibratory plate compactor.
- D. After initial vibration, sweep polymeric sand into joints and vibrate into place with vibratory plate compactor. Repeat until joints are filled with polymeric sand to the bottom of the chamfer on the pavers. Sweep off all excess sand and remove from site.
- E. Installation pattern(s) as indicated on contract Drawings or as specified by the Project Representative.

### **3.4 GRANITE COBBLES:**

- A. All granite cobbles shall be set on edge adjacent to the concrete paver soldier course (in Plaza).
- B. Mortar joints so that width and tooling match existing cobble edging adjacent to new Work.

### **3.5 PROTECTION OF WORK:**

- A. Protect all paver and cobble work from mortar drippings or other damage during construction. Remove misplaced mortar immediately.

### **3.6 MEASUREMENT AND PAYMENT:**

- A. Payment for the installation of all, on-grade concrete pavers and granite cobble curb shall be included in the Lump Sum Price for Concrete Pavers & Granite Cobble Curb, Bid Item No. 4.

**END OF SECTION 02500**

## SECTION 02600

### MASONRY STAIRCASE

#### PART 1: GENERAL

##### 1.1 SCOPE OF WORK

- A. The work shall consist of the furnishing all labor, materials and equipment to construct the masonry staircase as shown on the drawings and as specified herein, for the construction of the Masonry Staircase on the west side of the NJSEA Administration Building. Components include, but are not limited to: concrete masonry units, bluestone treads and slabs, mortar, gravel backfill and associated fasteners or hardware.
- B. NOT included in this section are: helical piles, concrete footing, and stainless steel railings.

##### 1.2 SUBMITTALS:

- A. Provide samples of the following in the color selected by the Project Representative:
- three (3) full-size concrete masonry STANDARD wall units (6" x 16" x 12"); color Walnut Blend.
  - three (3) full-size concrete masonry CORNER wall units (6" x 8" x 12"); color Walnut Blend.
  - one (1) bluestone tread in the size specified in the drawings. NOTE: bluestone slabs shall match bluestone treads.
  - If approved, these materials may be used in the construction of the masonry staircase.

##### 1.3 QUALITY ASSURANCE

###### A. Qualifications of Workmen:

1. Provide at least one person who shall be thoroughly trained and experienced in the skills required, who shall be completely familiar with the design and application of the work described for this Section, and who shall be present at all times during progress of the Work of this Section and shall direct all work performed under this Section.

##### 1.4 PROTECTION OF THE WORK

- A. Use all means necessary to protect all masonry and stone materials before, during, and after installation and to protect the installed work and materials of all other trades.

- B. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Project Representative at no additional cost to the NJSEA.
- C. Protect bluestone treads and slabs during storage and construction against staining and physical change. Handle stone to prevent chipping, breakage, soiling, or other damage.

## **PART 2: PRODUCTS**

### **2.1 MODULAR CONCRETE WALL UNITS:**

- A. Modular Concrete Wall Unit to be CST Versa-Lok Standard Units, as manufactured by CST Pavers, 23 Ridge Rd, Branchville, NJ 07826, 973-948-7193 and distributed by Bergen Brick Stone & Tile, 685 Wyckoff Ave, Wyckoff, NJ 07481, (201) 891-3500; or approved equal.
- B. Color of modular wall unit shall be: Walnut Blend.

### **2.2 BLUESTONE TREADS AND SLABS:**

- A. Bluestone Treads to be fine grained bluestone in a medium blue/gray color.
- B. Finish: Thermal top with Rock Faced front. Remaining faces shall be sawn finish.
- C. Tread Size: 14" x 80" x 2" thick. Slab Size: 26 ½" x 26 ½" x 2" thick. Tread and Slab sizes to be verified in field prior to ordering or cutting. Treads and Slabs shall not be cut on site.
- D. Distributed by Bergen Brick Stone & Tile, 685 Wyckoff Ave, Wyckoff, NJ 07481, (201) 891-3500; or approved equal.

### **2.3 MORTAR:**

- A. Mortar shall conform to ASTM C270, Type S, with a minimum compressive strength of 1800 psi. Color of mortar to be chosen by Project Representative.

## **PART 3: EXECUTION**

### **3.1 PREPARATION AND PRIOR WORK:**

- A. Prior to the start of this work, the Contractor shall have installed four (4) helical piers and the reinforced concrete pile cap.

### **3.2 INSTALLATION:**

#### **A. Concrete Masonry Units (CMUs)**

1. All concrete masonry units shall be carefully installed following manufacturer's recommendations and as indicated on the Drawings.
2. The bottom row of the stair modules shall be placed on the concrete footing as shown on the Construction Drawings. Care shall be taken to ensure that the wall modules are aligned properly, level and in complete contact with the footing.
3. The wall modules shall be swept clean before placing additional levels to ensure that no dirt, concrete or other foreign materials become lodged between successive lifts of the wall modules.
4. The contractor shall check the level of wall modules with each lift to ensure that no gaps are formed between successive lifts.
5. Care shall be taken to ensure that the wall modules are not broken or damaged during handling and placement.
6. Interior support for the bluestone slabs shall be constructed out of CMUs so that all edges of the bluestone slabs are resting on CMUs.
7.  $\frac{3}{4}$ " gravel (backfill) shall be placed and compacted in the interior of the stair walls. Backfill gravel shall be compacted to a minimum density of 95% Standard Proctor.

#### **B. Bluestone Treads and Slabs**

1. Bluestone treads and slabs shall be installed on a mortar bed.
2. For maximum adhesion, bluestone shall be scored on bottom side prior to setting. Scoring should not be visible.
3. Mortar joints between bluestone slabs shall be a minimum of  $\frac{3}{8}$ " and a maximum of  $\frac{5}{8}$ " in width. Mortar joints should be tooled to yield a U-shaped joint.

### **3.3 PROTECTION OF WORK:**

- A. Protect all CMUs and bluestone from mortar drippings or other damage during construction. Remove misplaced mortar immediately.

### **3.4 MEASUREMENT AND PAYMENT:**

- A. Payment for the work in this section shall be included in the Lump Sum bid for Masonry Staircase Construction, Bid Item #7.

END OF SECTION 02620

## SECTION 03100

### STRUCTURAL CONCRETE

#### PART 1 GENERAL

##### 1.1 Scope of Work:

- A. Furnish all labor, materials, and equipment to place concrete as shown on the Drawings and as specified herein, including but not necessarily limited to placing of concrete footings, pedestals, curbs, and other miscellaneous concrete items.

##### 1.2 Submittals:

- A. Provide materials certificates signed by material producer, and the Contractor, certifying that each material complies with the specified requirements.

##### 1.3 Quality Assurance:

- A. In addition to complying with all pertinent codes and regulations, comply with the referenced or applicable portions of the "Standard Specifications for Road and Bridge Construction" (dated 2001 or later) of the State of New Jersey Department of Transportation, hereinafter referred to as the "NJDOTSS".

##### 1.4 Protection of the Work:

- A. Use all means necessary to protect all concrete materials before, during, and after installation and to protect the installed work and materials of all other trades.
- B. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Project Representative at no additional cost to the NJMC.

#### PART 2 PRODUCTS

##### 2.1 Portland Cement:

- A. Portland cement shall conform to the requirements of Subsection 919.11 of the NJDOTSS.

##### 2.2 Aggregates:

- A. Coarse and fine aggregates shall conform to the requirements of Subsection 901.13 of the NJDOTSS.

##### 2.3 Water:

- A. Water shall conform to the requirements of Subsection 919.15 of the NJDOTSS.

#### 2.4 Admixtures:

- A. Admixtures shall conform to the requirements of Subsection 905.01 of the NJDOTSS for air-entraining admixtures and Subsection 905.02 of the NJDOTSS for all other chemical admixtures.

#### 2.5 Concrete:

- A. Concrete for footings (including pedestals) shall be Class B as required for Reinforced Footing by Table 914-2 of the NJDOTSS, with coarse aggregate size No. 67. **All concrete used on this project shall be Class B.**
- B. Mix design shall be as required by Table 914-3 of the NJDOTSS.
- C. Strength shall be as required by Table 914-3 of the NJDOTSS.
- D. Ready-Mixed concrete conforming to the above requirements shall be acceptable. Ready-Mixed concrete shall conform to ASTM C94.

#### 2.6 Curing Materials:

- A. Curing materials shall conform to the requirements of Subsection 905.03 of the NJDOTSS.

#### 2.7 Reinforcement Steel:

- A. Reinforcement steel shall conform to the requirements of Subsection 915.01A of the NJDOTSS for deformed bars.

#### 2.8 Anchor Bolts:

- A. Anchor bolts shall be threaded rod and shall conform to the requirements of Subsection 917.01 of the NJDOTSS.

#### 2.9 Grout:

- A. Grout shall conform to the requirements of Subsection 914.03 of the NJDOTSS.

### **PART 3 EXECUTION**

#### 3.1 Surface Conditions:

##### A. Inspection:

1. Prior to all work of this Section, carefully inspect the installed work of all trades and verify that all such work is complete to the point where installation may properly commence.



2. Verify that concrete and reinforcement may be installed in strict accordance with the original design, all pertinent codes and regulations, and all pertinent portions of the referenced standards.

**B. Discrepancies:**

1. In the event of discrepancy, immediately notify the Project Representative.
2. Do not proceed with the installation in areas of discrepancies have been fully resolved.

**3.2 Transporting and Mixing Concrete:**

- A. The concrete shall be transported and placed in the Work not more than one hour after the time of batching. Care shall be taken to avoid spilling and separation of the mixture. No concrete in which ingredients have become separated shall be placed in the Work. Retempering of partially set concrete will not be permitted. Suitable and approved equipment for transporting of concrete from mixer to forms shall be used.
- B. The Project Representative shall have access to the mixing plant at all times. The concrete shall be mixed in revolving drum-type truck mixers, which are in good condition and which produce thoroughly mixed concrete of the specified consistence and strength. Loads shall not exceed the proper capacity of the mixer.
- C. Concrete shall be mixed for a minimum of 2 minutes after it arrives at the job site, or as recommended by the mixer manufacturer. Mixing shall be continuous at proper speed until the concrete is discharged.
- D. Adequate facilities shall be available for continuous delivery of concrete at the required rates. Concrete which does not meet the requirements of this Specification will be rejected

**3.3 Excavation and Backfill:**

- A. Excavation and backfill shall be as required.

**3.4 Placing Concrete:**

- A. Concrete shall not be placed until all forms and bracing are in final secure position and have been inspected by the Project Representative.
- B. Footings or foundations shall not be placed in freezing weather, unless adequate precautions are taken against frost action. Footings or foundations shall not be placed on frozen soil.
- C. Immediately before placing concrete, the forms shall be thoroughly cleaned and wet, and the space to be occupied by concrete shall be free from all dirt, chips, and foreign material. The concrete shall be carried up level along the whole length of the section under construction and shall be so placed as to avoid rehandling within the forms. Concrete shall be vibrated by means of approved internal vibrators to produce

homogenous concrete without pockets or voids. Vibrators shall not be used to move the concrete along the form. Where space under pipes or other spaces are to be filled, concrete shall be forced under from one side until visible from the other side to prevent voids.

- D. Chutes used to transport concrete shall be of steel or wood with steel lining and shall have a slope not exceeding 1 vertical to 2 horizontal and not less than 1 vertical to 3 horizontal. The end of each chute shall be provided with a baffle to prevent segregation or shall discharge through a tremie or elephant trunk directly into the form. Aluminum chutes or linings shall not be used.
- E. Concrete shall not be permitted to free-fall a distance exceeding 4 feet. "Elephant trunks" shall be used to prevent free fall and excessive splashing on forms and reinforcement.
- F. Concrete placement will not be permitted when, in the opinion of the Project Representative, the sun, heat, wind, rain, sleet, snow, humidity or other conditions would prevent proper placement and curing. Concrete placement shall conform to "Recommended Practice for Cold Weather Concreting" (ACI 306) or "Recommended Practice for Hot Weather Concreting" (ACI 305), as required.

### 3.5 Design Mix:

- A. The Contractor is to be responsible for and assure himself that the proposed design mixes have satisfactory characteristics for placement, workability, and minimum shrinkage.

### 3.6 Testing and Inspection:

- A. The Contractor shall make test cylinders in accordance with the requirements of ASTM C31, "Practice for Making and Curing Concrete Test Specimens in the Field". Cylinders shall be properly marked, showing the name of the Project, the location of the concrete to be tested, and the identification numbers of the cylinders in numerical sequence.
- B. One set of cylinders shall be made for each truckload of concrete. The Project Representative shall randomly select the sample times. Each set shall consist of three cylinders. Two cylinders shall be tested at 28 days. The average strength of these cylinders shall be concerned as one strength test. The third cylinder shall be held in reserve and shall be tested at 42 days upon failure of the first test. The tests shall be performed by a certified laboratory and shall be made in accordance with ASTM C39. The cost of making, transporting, and testing the cylinders shall be the responsibility of the Contractor.
- C. Written, certified test results shall be submitted by the laboratory directly to the NJMC, with a copy to the Contractor. Reports shall be submitted within one week of the test date.

**3.7 Forms and Finishing:**

- A. Forms shall be sufficient thickness to resist distortion and be rigidly held in position during construction. Forms shall be clean and smooth.
- B. Finish shall be wood float or as shown on the Contract Drawings.

**3.8 Anchor Bolts:**

- A. Anchor bolts for Employee Entrance Staircase shall be embedded a minimum of eight (8) inches into the footing.
- B. Anchor bolts shall be installed as per Subsection 501.12(10) of the NJDOTSS.

**3.9 Bending of Reinforcement:**

- A. All steel reinforcement bars shall be bent cold to the shapes shown or ordered. Bars of a single length shall be used in all cases except precluded by availability and as specifically approved by the Project Representative.
- B. Unless otherwise shown or specified, all bending shall be in accordance with the recommended practice set forth in ACI:315 using "standard hook" dimensions.

**3.10 Placing of Reinforcement:**

- A. All steel reinforcement shall be carefully placed and fastened in position to maintain the proper spacing between adjacent bars and to prevent the bars from becoming displaced during the placing of the concrete.
- B. Joints shall be wired with annealed iron wire of diameter not less than No.16 U.S. Standard Gage or by using acceptable clips.
- C. All reinforcement shall be firmly supported by the use of metal bars, bolsters, chairs, spacers or hangers, or by the use of precast concrete piers.
- D. Reinforcement supports shall be sufficient in number and strength to carry the steel they support.
  - 1. Approved metal chairs shall be used to support steel reinforcement in all slabs.
  - 2. Concrete block piers shall be used where concrete is poured on rock or foundation material cushion covered with polyethylene film.

**3.11 Measurement and Payment:**

- A. Payment for the work in this section will be included in the Lump Sum price bid for Items 6 and 7.
  - Item 6 - Masonry Staircase Construction.
  - Item 7 - Steel Staircase Fabrication & Installation.

END OF SECTION 03100

## SECTION 05120

### STRUCTURAL STEEL FRAMING & STEEL GRATING

#### PART 1 GENERAL

##### 1.1 Scope of Work

- A. The work shall consist of the furnishing, fabrication, and erection of all structures comprised of structural steel and miscellaneous metals as shown on the drawings and as specified herein, for the fabrication and installation of the Steel Staircase on the west side of the NJSEA Administration Building. Components include, but are not limited to: steel gratings, beams, braces, brackets and hardware.
- B. Stainless Steel Railings are NOT included in this section.

##### 1.2 Submittals:

- A. Contractor shall submit Working Drawings for all structural steel members, gratings and railings.
- B. Shop drawings shall be submitted as soon as possible following Contract award to assure timely fabrication.
- C. Drawings shall be submitted in AutoCAD format (v. 2007 - 2004) on CD and via email.

#### PART 2 MATERIALS

##### 2.1 Structural Steel, Tubular Steel and Steel Grating:

- A. Structural steel shapes and plates shall be weathering steel and shall conform to ASTM A588 GR. 50.
- B. Tubular sections for railings and posts shall be stainless steel and shall conform to ASTM A269, Grade 304.
- C. Steel grating, (including stair treads) shall be stainless steel and shall conform to Grade 304.
- D. Stainless Steel Gratings and appurtenances shall be manufactured by Hendrick Screen Company, P.O. Box 22675, Owensboro, KY 42301, phone (270) 685-5138, or approved equal.

**PART 3 EXECUTION**

**3.1 Fabrication:**

A. Welding shall be as per requirements of the American Welding Society AWS D1.1 Structural Welding Code.

1. Grating shall be sand blasted.
2. Grating shall be ADA Compliant: firm, stable and slip-resistant.

**C. Measurement and Payment**

1. Payment for the work in this section shall be included in the Lump Sum bid for Steel Staircase Fabrication & Installation, Bid Item #7.

END OF SECTION 05120

## SECTION 05720

### BRUSHED ALUMINUM RAILING

#### PART 1: GENERAL

##### 1.1 Scope of Work:

- A. The Work of this Section shall include design and installation of all aluminum railing as shown on the drawings.
- B. The Contractor shall assure compliance with relevant building codes.

##### 1.2 Submittals:

- A. Contractor shall submit shop drawings and design calculations a minimum 10 days prior to scheduled installation.
- B. Drawings shall be submitted in AutoCAD format (v. 20010 -2014) via CD and email to Project Representative.
- C. Contractor shall submit manufacturer's certification that materials meet the requirements of this specification and all relevant code requirements.

##### 1.3 Quality Assurance:

- A. Railings shall be supplied and installed by a professional company normally engaged in the production of aluminum railings, familiar with local code requirements, and whose products have been in satisfactory use in similar service for a minimum of five years.
- B. Structural Performance: Provide handrails and railings capable of withstanding the following structural loads without exceeding allowable design working stress of materials for handrails, railings, anchors, and connections:
  - 1. Top rail shall withstand the following loads:
    - a. Concentrated load of 200 lbf applied at any point and in any direction.
    - b. Uniform load of 50 lbf-ft. applied horizontally and concurrently with uniform load of 100 lbf-ft. (0.14 kN-m) applied vertically downward.
    - c. Concentrated and uniform loads above need not be assumed to act concurrently.
  - 2. Handrails not serving as top rails shall withstand the following loads:
    - a. Concentrated load of 200 lbf applied at any point and in any direction.
    - b. Uniform load of 50 lbf-ft. applied in any direction.
    - c. Concentrated and uniform loads above need not be assumed to act concurrently.
- C. Separate incompatible materials with Mylar isolators or other approved material to prevent galvanic corrosion.

D. Welding shall be as per requirements of the American Welding Society AWS D1.2 Structural Welding Code.

**1.4 Protection of the Work:**

A. Use all means necessary to protect the Work of this Section before, during, and after installation. Any scrapes or dents shall be grounds for replacement at no additional cost to the NJMC.

**PART 2: PRODUCTS**

**2.0 Aluminum Pipe:**

- A. All rails and posts shall be 1 1/2" diameter aluminum, round pipe alloy 6105-T5.
- B. Thickness of pipe (Schedule 40 or Schedule 80) shall be determined by the design calculations. Posts and rails may be different thickness.

**2.1 Mounting Hardware:**

- A. All lag bolts and through bolts for mounting of railing and required blocking shall be 316 stainless steel.
- B. Separate incompatible materials with Mylar isolators or other approved material to prevent galvanic corrosion.

**PART 3: EXECUTION**

**3.1 Fabrication:**

- A. All joints of railings shall be welded and ground smooth.
- B. The Contractor shall fabricate railing at his/her shop. Pre-fabricated lengths shall be determined by Contractor's ability to transport.

**3.2 Installation:**

- A. The Contractor shall meet with the Project Representative to field locate the railings.
- B. All field welds shall be ground smooth.

**3.3 Measurement and Payment:**

- A. Payment for the work in this section will be included in the Lump Sum price bid for Items 6 and 7.
  - Item 6 – Masonry Staircase Construction.
  - Item 7 - Steel Staircase Fabrication & Installation

**END OF SECTION 05720**

## SECTION 092423

### STUCCO

#### PART 1 GENERAL

##### 1.0 SCOPE OF WORK

- A. Furnish all labor, materials, and equipment necessary to remove the stone facing on three concrete pile caps; clean and prepare all surfaces to accept the application of new stucco resurfacing.

##### 1.2 SECTION INCLUDES

- A. Amerimix AMX 700 SBF Scratch, Brown & Finish Stucco.
- B. Amerimix AMX 715 PP Premium Plus Stucco.
- C. Amerimix AMX 740 FSB Fiber Scratch & Brown Stucco.
- D. Amerimix AMX 750 FB Fiber Base Coat Stucco.
- E. Amerimix AMX 775 C Colored Stucco.
- F. Amerimix AMX 780 STF Stucco Texture Finish.
- G. Amerimix AMX 790 SST Stucco Sand Texture.

##### 1.3 RELATED SECTIONS

- A. Section 03100 - Concrete.
- B. References: (All references should be latest version published).
  - 1) ICC (International Code Council).
  - 2) ACI (American Concrete Institute).
  - 3) NWCBS (Stucco Resource Guide).
  - 4) PCA (Portland Cement Association).
  - 5) ICC - ESR# 3529 - Evaluation Report.
  - 6) NCMA TR-88 - Hot & Cold Weather Masonry Construction Manual.

##### 1.4 ASTM STANDARDS

- A. ASTM C 91 - Standard Specification for Masonry Cement.
- B. ASTM C 109 - Standard Specification for Compressive Strength of Hydraulic Cement Mortars.
- C. ASTM C 144 - Standard Specification for Aggregate for Masonry Mortar.
- D. ASTM C 150 - Standard Specification for Portland Cement.
- E. ASTM C 207 - Standard Specification for Hydrated Lime for Masonry Purposes.
- F. ASTM C 270 - Standard Specification for Mortar for Unit Masonry.
- G. ASTM C 348 - Standard Specification for Flexural Strength of Hydraulic Cement Mortar.
- H. ASTM C 595 - Standard Specification for Blended Hydraulic Cements.
- I. ASTM C 847 - Standard Specification for Metal Lath.
- J. ASTM C 897 - Standard Specification for Aggregate for job-mixed Portland Cement Based Plasters.
- K. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants.
- L. ASTM C 926 - Standard Specification for Application of Portland Cement Based



Plaster.

- M. ASTM C 979 - Standard Specification for Pigments for Integrally Colored Concrete.
- N. ASTM C 1063 - Standard Specification for Installation of Lathing and Furring for Portland Cement Plaster.
- O. ASTM C 1157 - Standard Performance Specification for Hydraulic Cement.
- P. ASTM C 1329 - Standard Specification for Mortar Cement.
- Q. ASTM C 1384 - Standard Specification for Admixtures for Masonry Mortars.
- R. ASTM D 226 - Asphalt-Saturated organic Felt Used in Roofing and Waterproofing.

#### 1.5 SUBMITTALS

- A. Manufacturer's data sheets on each product to be used, including:
  - 1) Mixing and preparation instructions and recommendations.
  - 2) Storage and handling requirements and recommendations.
  - 3) Installation methods.
- B. Selection Samples: Submit two color chips for each finish product specified:
  - 1) Verification Samples: For each finish product specified, two samples, minimum size 6 inches long representing actual product, in color and texture selected.

#### 1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Firm specializing in manufacture of stucco materials with minimum 10 years' experience.
- B. Applicator Qualifications: Minimum 5 year experience installing similar.
- C. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
- D. Finish areas designated by Architect.
- E. Do not proceed with remaining work until workmanship is approved by Architect.
- F. Refinish mock-up area as required to produce acceptable work.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver stucco mix to site in manufacturer's original unopened sealed bags with labels clearly indicating manufacturer and material.
- B. Store materials indoors in an area protected from freezing, excessive heat and damage. Refer to "Store Materials" ASTM C 926.
- C. Deliver all lath, trim accessories and other specified products in original containers. Any damaged materials must be replaced.

#### 1.8 ENVIRONMENTAL CONDITIONS

- A. Do not apply when air or substrate temperature is below 40°F or above 90°F within 48 hours after application.
  - 1) 90°F limitation does not apply to AMX 750 - see data sheet for application instructions.
- B. Do not apply to frozen substrate or to a substrate containing frost.
- C. Application must comply with referenced standards and manufacturer's published recommendations.

- D. Do not store or apply materials when temperatures are below 40F or above 90F.
- E. Protect from uneven and excessive evaporation during dry weather and from strong blasts of dry air.

## 1.9 SEQUENCING

- A. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

## Part 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Amerimix Companies: 8201 Arrowridge Blvd.; Charlotte, NC 28273; Toll Free Tel: 888-313-0755; Tel: 704-525-1621; Fax: 704-529-5261; Email: [request info \(support@amerimix.com\)](mailto:requestinfo@amerimix.com); Web: [amerimix.com](http://amerimix.com). Or approved equal.

### 2.2 MATERIALS

- A. Flashings - Corrosion resistant materials
- B. Plaster Trim Accessories
  - 1) Properly sized for the specified application.
  - 2) As specified or as indicated on the drawings.
  - 3) Accessories to have weep holes when used at base of wall
- C. Lath (use lath if required as determined by contractor and approved by Project Representative.)
  - 1) Installed per ASTM C 1063 / Lath (one coat stucco system) per ICC-ESR #3529
  - 2) Expanded Metal Lath - ASTM C 847, galvanized steel, (2.5 pounds per square yard (1.4 kg/m<sup>2</sup>) 3.4 pounds per square yard (1.8 kg/m<sup>2</sup>) self-furring.
  - 3) Woven wire lath - ASTM D 1032, galvanized steel.
  - 4) Plastic lath - submit manufacturer's building code compliance report.
- D. Amerimix Stucco - Base Coats
  - 1) Amerimix AMX 740 FSB Fiber Scratch & Brown Stucco
- E. Amerimix Stucco - Finish Coats
  - 1) Amerimix AMX 775 C - Colored Stucco
  - 2) Amerimix AMX 780 STF Stucco Texture Finish
  - 3) Amerimix AMX 790 SST Stucco Sand Texture
- F. Joint Sealants
  - 1) ASTM C 920
  - 2) Closed cell backer rod compatible with sealants

### 2.3 MIXING

- A. Mixing Procedure: Follow product mixing instructions from technical data sheets
- B. Re-tempering: Use cement plaster within 1 hours of initial mixing.
- C. Hot Weather: Follow National Concrete Masonry Association recommendations for hot weather construction.
- D. Cold Weather: Follow National Concrete Masonry Association recommendations for cold weather construction.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Corrections of the substrate must be made before proceeding.

### 3.2 PREPARATION

- A. Contractor shall chisel off all existing veneer stone and remnants of mortar from existing concrete pile caps. Care shall be taken not to damage existing electrical boxes or outlets as these shall remain.
- B. Following veneer and mortar removal, contractor shall shot blast concrete pile caps to clean all surfaces to receive stucco finish.
- C. Prepare surfaces in accordance with ASTM C 926 and products published information in the technical data sheet.
- D. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

### 3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions and in accordance applicable IBC, IRC, ASTM, ICC, and local requirements.
- B. Contractor to apply number of coats as per manufacturer's recommendations.
- C. Contractor to apply coating thicknesses as per manufacturer's recommendations.

### 3.4 CURING

- A. Cure and provide time between coats in accordance with ASTM C 926 and manufacturer's instructions.
- B. Provide sufficient moisture in the plaster mix by curing to permit continuous hydration of the cementitious materials.
- C. Allow sufficient time between coats to permit each coat to cure and develop sufficient strength to resist cracking or other physical damage before the next coat is applied.
- D. Where allowed by local jurisdictions, the IBC 'Alternative Method' may be used as the standard for time between coats and curing.

### 3.5 FIELD QUALITY CONTROL

- A. Architect or qualified third party will inspect the application at the following stages to confirm the Amerimix Stucco is being applied and cured as specified - and as indicated on the drawings.
  - 1) Completion of substrate installation, preparation, flashing and lathing
  - 2) Completion of base coat application
  - 3) Completion of finish coat application

B. Remove and clean from surfaces not intended to receive the Amerimix Stucco.

3.7 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

3.8 MEASUREMENT AND PAYMENT

A. Payment for the work of this section shall be included in the Lump Sum price bid for Stucco, Bid Item 5.

**END OF SECTION 092423**

#1

DIVISION OF LABOR

PUBLIC WORKS  
CONTRACTOR REGISTRATION

To be submitted by all bidders:  
Contractors and ALL Subcontractors.



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

**Instructions for Completing the Application for Public Works Contractor Registration**

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

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

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

**Type of Application and Certificate Number:**

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

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

**Questions 1 - 9:**

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

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

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

8. Enter Workers' Compensation carrier name, policy number, and effective dates (month, date and year).  
Note: Sole proprietors and LLCs who do not have workers' compensation coverage must attach a notarized statement stating that the company is not incorporated and has no employees.

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

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

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

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

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

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

Questions 10 - 16:

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

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

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

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



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



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

UPS & FedEx overnight mail:  
NJ Dept. of Labor & Workforce Development  
Division of Wage & Hour Compliance  
1 John Fitch Plaza, 3<sup>rd</sup> Floor  
Trenton, NJ 08611

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

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

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

APPLICATION FOR PUBLIC WORKS  
CONTRACTOR REGISTRATION

FOR OFFICE USE ONLY:	
Log #	_____
Check #	_____
Check Amount \$	_____

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

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

- New Application - \$300 Non-Refundable Fee
- One-Year Renewal - \$300 Non-Refundable Fee
- Two-Year Renewal (only available to firms who have been continuously registered for the past two consecutive years) - \$500 Non-Refundable Fee

Current Certificate No. \_\_\_\_\_

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

2. Corporate Name (If different than Item #1) \_\_\_\_\_

3. Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_ County \_\_\_\_\_

4. Mailing Address (If different than Item #3) \_\_\_\_\_

5. Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ e-mail \_\_\_\_\_

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

7. Type of Business:

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

LLC (Limited Liability Company)       LLP (Limited Liability Partnership)       Other \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Name of Registered Agent in New Jersey

\_\_\_\_\_  
Street Address      City \_\_\_\_\_      State \_\_\_\_\_      ZIP Code \_\_\_\_\_

\_\_\_\_\_  
Telephone No. \_\_\_\_\_      Fax No. \_\_\_\_\_      e-mail \_\_\_\_\_

8. Workers' Compensation Carrier Name: \* \_\_\_\_\_

Policy Number: \_\_\_\_\_      Effective Date: From \_\_\_\_/\_\_\_\_/\_\_\_\_ To \_\_\_\_/\_\_\_\_/\_\_\_\_

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



Business Name: \_\_\_\_\_

Certificate No. \_\_\_\_\_

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

a. \_\_\_\_\_  
First Name \_\_\_\_\_ Last Name \_\_\_\_\_ Title \_\_\_\_\_

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

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

b. \_\_\_\_\_  
First Name \_\_\_\_\_ Last Name \_\_\_\_\_ Title \_\_\_\_\_

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

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

c. \_\_\_\_\_  
First Name \_\_\_\_\_ Last Name \_\_\_\_\_ Title \_\_\_\_\_

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

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

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

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

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

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

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

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

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

Business Name: \_\_\_\_\_

Certificate No. \_\_\_\_\_

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

a. New Jersey State Labor Law?  Yes  No

b. United States Federal Labor Law?  Yes  No

c. Labor Laws of any other state or public entity?  Yes  No

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

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

a. New Jersey State Labor Law?  Yes  No

b. United States Federal Labor Law?  Yes  No

c. Labor Laws of any other state or public entity?  Yes  No

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

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

If yes, name of public entity: \_\_\_\_\_ Year: \_\_\_\_\_

16. Please place a check mark next to each North American Industry Classification System (NAICS) code that your company intends to perform.  
Your selection(s) will not limit the firm's eligibility to perform any particular type of work.

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

### APPLICANT STATEMENT

As the responsible applicant, I attest to the following:

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

Return to:

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

Tel. (609) 292-9464

Fax (609) 633-8591

UPS & FedEx overnight mail:

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

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

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

#2

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

- Division of Purchase and Property Ownership disclosure & McBride Principles Forms

To be submitted by SUCCESSFUL bidder only.

**Public Law 2005, Chapter 51**

(formerly Executive Order 134) and Executive Order 117 (2008)

## **INFORMATION AND INSTRUCTIONS For Completing The "Two- Year Vendor Certification and Disclosure of Political Contributions" Forms**

### **Background Information**

On September 22, 2004, then-Governor James E. McGreevey issued Executive Order 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, Executive Order 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. Executive Order 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 ("Chapter 51").

On September 24, 2008, Governor Jon S. Corzine issued Executive Order No. 117 ("E.O. 117"), which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in government. The Executive Order builds upon the provisions of Chapter 51.

### **Two-Year Certification Process**

Upon approval by the State, the Certification and Disclosure of Political Contributions form (CH51.1R1/21/2009) is valid for a two (2) year period. Thus, if a vendor receives approval on Jan 1, 2009, the certification expiration date would be Dec 31, 2011. Any change in the vendor's ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/EO117 forms to the State Review Unit. Please note that it is the vendor's responsibility to file new forms with the State should these changes occur.

Prior to the awarding of a contract, the agency should first send an e-mail to [CD134@treas.state.nj.us](mailto:CD134@treas.state.nj.us) to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

### **Instructions for Completing the Forms**

**NOTE:** Please refer to the next section, "Useful Definitions for Purposes of Ch. 51 and E.O. 117," for guidance when completing the forms.

#### **Part 1: VENDOR INFORMATION**

**Business Name** – Enter the full name of the Vendor, including trade name if applicable.

**Business Type** -- Select the vendor's business organization from the list provided.

**Address, City, State, Zip and Phone Number** -- Enter the vendor's street address, city, state, zip code and telephone number.

**Vendor Email** – Enter the vendor's primary email address.

**Vendor FEIN** – Please enter the vendor's Federal Employment Identification Number.

**Public Law 2005, Chapter 51**

(formerly Executive Order 134) and Executive Order 117 (2008)

**INFORMATION AND INSTRUCTIONS**  
**For Completing The "Two- Year Vendor Certification and Disclosure of Political Contributions" Forms**

**Part 2: PUBLIC LAW 2005, Chapter 51 / EXECUTIVE ORDER 117 (2008) DUAL CERTIFICATION**

Read the following statements and verify that from the period beginning on or after October 15, 2004, no contributions as set forth at subsections 1(a)-(c) have been made by either the vendor or any individual whose contributions are attributable to the vendor pursuant to Executive Order 117 (2008).

**NOTE:** Contributions made prior to November 15, 2008 are applicable to Chapter 51 only.

**Part 3: DISCLOSURE OF CONTRIBUTIONS MADE**

Check the box at top of page 2 if no reportable contributions have been made by the vendor. If the vendor has no contributions to report, this box must be checked.

Name of Recipient Entity – Enter the full name of the recipient entity.

Address of Recipient Entity – Enter the recipient entity's street address.

Date of Contribution – Indicate the date of the contribution.

Amount of Contribution – Enter the amount of the reportable contribution.

Type of Contribution – Select the type of contribution from the list provided.

Contributor Name – Enter the full name of the contributor.

Relationship of Contributor to the Vendor -- Indicate relationship of the contributor to the vendor, e.g. officer or partner of the company, spouse of officer or partner, resident child of officer or partner, parent company of the vendor, subsidiary of the vendor, etc.

**NOTE:** If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

**Part 4: CERTIFICATION**

Check box A if the person completing the certification and disclosure is doing so on behalf of the vendor and all individuals and/or entities whose contributions are attributable to the vendor.

Check box B if the person completing the certification and disclosure is doing so on behalf of the vendor only.

Check box C if the person completing the certification and disclosure is doing so on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Enter the full name of the person authorized to complete the certification and disclosure, the person's title or position, date and telephone number.

**Public Law 2005, Chapter 51**

(formerly Executive Order 134) and Executive Order 117 (2008)

**INFORMATION AND INSTRUCTIONS  
For Completing The "Two- Year Vendor Certification and Disclosure of Political  
Contributions" Forms**

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

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

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

**Public Law 2005, Chapter 51**

(formerly Executive Order 134) and Executive Order 117 (2008)

**INFORMATION AND INSTRUCTIONS  
For Completing The "Two- Year Vendor Certification and Disclosure of Political  
Contributions" Forms**

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

**Agency Submission of Forms**

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to [cd134@treas.state.nj.us](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. Original forms should remain with the Agency and copies should be sent to the Chapter 51 Review Unit.

**Questions & Answers**

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

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





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

**For AGENCY USE ONLY**

**General Information**

Solicitation, RFP or Contract No. \_\_\_\_\_ Award Amount \_\_\_\_\_

Description of Services \_\_\_\_\_

**Agency Contact Information**

Agency \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Agency Email \_\_\_\_\_

**Part 1: Vendor Information**

Full Legal Business Name \_\_\_\_\_  
(Including trade name if applicable)

Business Type     Corporation     Limited Partnership     Professional Corporation     General Partnership  
                          Limited Liability Company     Sole Proprietorship     Limited Liability Partnership

Address 1 \_\_\_\_\_ Address 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Vendor Email \_\_\_\_\_ Vendor FEIN \_\_\_\_\_

**Part 2: Public Law 2006, Chapter 51/ Executive Order 117 (2008) Certification**

I hereby certify as follows:

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

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

**Part 3: Disclosure of Contributions Made**

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

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

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 08626. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.

**PUBLIC LAW 2005  
CHAPTER 271****Vendor Certification and  
Political Contribution  
Disclosure Form****Contract Reference:** \_\_\_\_\_ **Vendor:** \_\_\_\_\_

At least ten (10) days prior to entering into the above-referenced contract, the Vendor must complete this Certification and Disclosure Form, in accordance with the directions below and submit it to the State contact for such contract.

Please note that the disclosure requirements under Public Law 2005, Chapter 271 are separate and different from the disclosure requirements under Public Law 2005, Chapter 51 (formerly Executive Order 134). Although no vendor will be precluded from entering into a contract by any information submitted on this form, a vendor's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.

**Disclosure**

Following is the required Vendor disclosure of all Reportable Contributions made in the twelve (12) months prior to and including the date of signing of this Certification and Disclosure to: (i) any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.

The Vendor is required to disclose Reportable Contributions by: the Vendor itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor or more than 10% of the stock of the Vendor, if the Vendor is a corporation for profit; a spouse or child living with a natural person that is a Vendor; all of the principals, partners, officers or directors of the Vendor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable."

**PUBLIC LAW 2005  
CHAPTER 271**

**Vendor:** \_\_\_\_\_

Name and Address of Committee to Which Contribution Was Made	Date of Contribution	Amount of Contribution	Contributor's Name
--	----------------------	------------------------	--------------------

Indicate "none" if no Reportable Contributions were made. Attach Additional Pages As Needed

#1


**Certification:**

I certify as an officer or authorized representative of the Vendor 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.

#2

Name of Vendor: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
OWNERSHIP DISCLOSURE FORM**

Solicitation Number: \_\_\_\_\_ Bidder/Offeror: \_\_\_\_\_

**PART 1: PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR "NO" BOX.**  
**ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:26-24.2**  
**PLEASE NOTE: IF THE BIDDER/OFFEROR IS A NON-PROFIT, THIS FORM IS NOT REQUIRED. PLEASE COMPLETE THE SEPARATE DISCLOSURE OF INVESTIGATIONS FORM.**

YES    NO

1. Are there any individuals, corporations or partnerships owning a 10% or greater interest in the bidder/offeror?       

IF THE ANSWER TO QUESTION 1 IS NO, PLEASE SIGN AND DATE THE FORM. YOU DO NOT HAVE TO COMPLETE ANY MORE QUESTIONS ON THIS FORM. IF THE ANSWER TO QUESTION 1 IS YES, PLEASE ANSWER QUESTIONS 2-4 BELOW.

2. Of those parties owning a 10% or greater interest in the bidder/offeror, are any of those parties individuals?       

3. Of those parties owning a 10% or greater interest in the bidder/offeror, are any of those parties corporations or partnerships?       

4. If your answer to Question 3 is "YES", are there any parties owning a 10% or greater interest in the corporation or partnership referenced in Question 3?       

IF ANY OF THE ANSWERS TO QUESTIONS 2-4 ARE YES, PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2-4 ANSWERED AS "YES".**

For Questions 2-4 answered "YES", you must disclose identifying information related to the individuals, partnerships and/or corporations owning a 10% or greater interest in the bidder/offeror. Further, if one or more of these entities is itself a corporation or partnership, you must also disclose all parties that own a 10% or greater interest in that corporation or partnership. This information is required by statute.

TO COMPLETE PART 2, PLEASE PROVIDE THE REQUESTED INFORMATION PERTAINING TO EITHER INDIVIDUALS OR PARTNERSHIPS/CORPORATIONS HAVING A 10% OR GREATER INTEREST IN THE BIDDER/OFFEROR. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ENTRY" BUTTON IN THE APPROPRIATE ENTITY TYPE.

Individuals	
Name: _____	Date of Birth: _____
Office Held: _____	Ownership Interest: _____ %
Home Address: _____	
City: _____	State: _____ Zip Code: _____
Are there additional entities holding 10% or greater ownership interest in the bidder/offeror and its parent corporation/partnership?	
<input type="checkbox"/> Yes    or <input type="checkbox"/> No	
<input type="button" value="Delete Entry"/>	
<input type="button" value="Add An Additional Individuals Entry"/>	

Partnerships/Corporations

Entity Name: \_\_\_\_\_

Partner Name: \_\_\_\_\_ Ownership Interest \_\_\_\_\_ %

Business Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Are there additional entities holding 10% or greater ownership interest in the bidder/offeror and its parent corporation/partnership?

Yes or  No

Delete Entry

Add An Additional Partnerships/Corporations Entry

ONCE YOU HAVE IDENTIFIED ALL PARTIES HAVING A 10% OR GREATER OWNERSHIP INTEREST IN THE BIDDER/OFFEROR AND ITS PARENT CORPORATION/PARTNERSHIPS, PLEASE SIGN AND DATE BELOW AND PROCEED TO THE DISCLOSURE OF INVESTIGATIONS FORM.

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

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

ALL BIDDER/OFFERORS MUST COMPLETE THE DISCLOSURE OF INVESTIGATIONS FORM

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM**

Solicitation Number: \_\_\_\_\_ Bidder/Offeror: \_\_\_\_\_

**PART 1: PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR "NO" BOX. PLEASE REFER TO THE PERSONS AND/OR ENTITIES LISTED ON YOUR OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THE QUESTIONS BELOW.**

**NON-PROFIT ENTITIES: PLEASE LIST ALL OFFICERS/DIRECTORS IN PART 2 OF THIS FORM. YOU WILL BE REQUIRED TO ANSWER THE QUESTIONS BELOW WITH RESPECT TO THESE INDIVIDUALS.**

- |   | YES                      | NO                       |
|---|--------------------------|--------------------------|
| 1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), any other state or the U.S. Government?                                  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? | <input type="checkbox"/> | <input type="checkbox"/> |

**IF ANY OF THE ANSWERS TO QUESTIONS 1-4 ARE YES, PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW. IF ALL OF THE ANSWERS TO QUESTIONS 1-4 ARE NO, PLEASE READ AND SIGN THE FORM BELOW. NO FURTHER ACTION IS NEEDED. IF YOU ARE A NON-PROFIT, YOU MUST DISCLOSE ALL OFFICERS/DIRECTORS IN PART 2 BELOW.**

**PART 2: PROVIDING ADDITIONAL INFORMATION**

For Questions 1-4 answered "YES", you must provide a detailed description of any investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past 5 years. This description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition. Please provide this information in the box labeled "Additional Information" below. The box will prompt you to provide the information referenced above. Please provide thorough answers to each question. Click on the "Add Additional Information" button below the box if you need to make additional entries.

Non-profit bidder/offerors must disclose the individuals serving as officers or directors for purposes of this form. Please indicate all individuals acting in either capacity by providing the information located in the "Officers/Directors" box. If additional entries are needed, click the "Add an Officer/Director Entry" button.

Once all required information has been disclosed, please sign and date below



**Additional Information**

Person or Entity \_\_\_\_\_ Date of Inception: \_\_\_\_\_

Current Status \_\_\_\_\_

Brief Description \_\_\_\_\_

Caption of Action (if applicable) \_\_\_\_\_ Disposition of Action (if applicable) \_\_\_\_\_

Delete Entry

Bidder/Offeror Contact Name \_\_\_\_\_

Contact Phone Number \_\_\_\_\_

Add Additional Information

**Officers/Directors**

Name: \_\_\_\_\_

Title \_\_\_\_\_ DOB \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

Delete Entry

Add An Additional Officer/Director Entry

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

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**State of New Jersey**  
**Division of Purchase and Property**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Solicitation Number: \_\_\_\_\_ Bidder/Offeror: \_\_\_\_\_

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

- Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND
- Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase and Property under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
Duration of Engagement _____ Anticipated Cessation Date _____	
Bidder/Offeror Contact Name _____	Contact Phone Number _____

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

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

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

- has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

#3

## Affirmative Action Initial Workforce Report

To be submitted by SUCCESSFUL bidder only.

**STATE OF NEW JERSEY**  
 DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT  
 CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

**INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION**

FORM AA-211  
 Revised 11/11

Official Use Only  
 Assignment \_\_\_\_\_  
 Code \_\_\_\_\_

For Instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa201ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf)

1. PID NUMBER		2. CONTRACTOR ID NUMBER		3. NAME AND ADDRESS OF PUBLIC AGENCY AWARDSING CONTRACT Name: Address:							
3. NAME AND ADDRESS OF PRIME CONTRACTOR  (Name)  (Street Address)  (City) (State) (Zip Code)				4. CONTRACT NUMBER		DATE OF AWARD		DOLLAR AMOUNT OF AWARD			
				4. NAME AND ADDRESS OF PROJECT Name: Address:  (City) (State) (Zip Code)				7. PROJECT NUMBER		8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input type="checkbox"/> NO <input type="checkbox"/>	
9. TRADE OR CRAFT		10. PROJECT FULL-TIME EMPLOYEES				11. PROJECT PART-TIME EMPLOYEES				12. PROJECTED PHASE-IN DATE	13. PROJECTED COMPLETION DATE
		MAY		JUNE		MAY		JUNE			
		J		AP		J		AP			
1. ASBESTOS WORKER											
2. BRICKLAYER OR MASON											
3. CARPENTER											
4. ELECTRICIAN											
5. GLAZIER											
6. HVAC MECHANIC											
7. IRONWORKER											
8. OPERATING ENGINEER											
9. PAINTER											
10. PLUMBER											
11. ROOFER											
12. SHEET METAL WORKER											
13. SPRINKLER FITTER											
14. STEAMFITTER											
15. SURVEYOR											
16. TILER											
17. TRUCK DRIVER											
18. LABORER											
19. OTHER											
20. OTHER											

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

\_\_\_\_\_  
(Signature)

10. (Please Print Your Name) \_\_\_\_\_ (Title) \_\_\_\_\_

(Area Code) (Telephone Number) (Ext.) \_\_\_\_\_ (Date) \_\_\_\_\_

#4

## Affirmative Action Monthly Workforce Report

To be submitted by SUCCESSFUL bidder only.

FORM AA-202  
REVISED 10/11

**State of New Jersey**  
Department of Labor & Workforce Development  
Construction EEO Compliance Monitoring Program

**MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION**

For instructions on completing the form, go to:  
[http://www.state.nj.us/treasury/contract\\_eo\\_compliancepdf/aa202ins.pdf](http://www.state.nj.us/treasury/contract_eo_compliancepdf/aa202ins.pdf)

1. Name and address of Prime Contractor		2. Contractor ID Number	3. FID or SS Number
4. Reporting Period		5. Public Agency Awarding Contract	Date of Award
6. Name and Location of Project		County	7. Project ID Number

8. CONTRACTOR NAME (ENTER CONTRACTOR NUMBER FOLLOWING)	9. PERCENT OF WORK COMPLETED	10. TRADE OR CAP	CLASS- SYSTEM SIC REVERSE	11. RASIS OF ENROLLS							12. TOTAL		13. WORKHOURS				14. HOURS BY RACE/ETH				15. CON. WORKERS				16. COLLECTIVE B.	
				A	B	C	D	E	F	NO. OF EMP.	NO. OF EMP.	A	B	A	B	C	D	A	B	A	B	A	B			
				WHITE	BLACK	HISPANIC	ASIAN/PACIFIC ISLANDER	AMERICAN INDIAN/ALASKA NATIVE	OTHER	UNEMPLOYED	EMPLOYED	WH	BL	AS	AI	OT	UNEMPLOYED	EMPLOYED	WH	BL	AS	AI	OT	UNEMPLOYED	EMPLOYED	
			AP																							
			AP																							
			AP																							
			AP																							
			AP																							

17. COMPLETED BY (PRINT OR TYPE)

18. DATE

19. COUNTY

20. PROJECT NUMBER

21. PROJECT

STATE OF NEW JERSEY  
DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT  
CONSTRUCTION EEO MONITORING PROGRAM

**ATTENTION ALL CONSTRUCTION CONTRACTORS**

For your convenience, all contractors now have 2 options in filing the Equal Employment Opportunity Compliance AA202, Monthly Project Workforce Report form. As always, you may complete the form manually and mail it to the Dept. of Labor & Workforce Development, Construction Compliance Program, with a copy to the Public Agency Compliance Officer, or you may input your employment data directly onto the AA202 form located on our website, with a copy to the Public Agency Officer. To access the Division's website, simply follow these steps:

1. Type [www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/)
2. Select the "Premier Business Services Online Forms Account Instructions" link.
3. Please follow all the instructions to set up online access to the New Web Application.

*The New Web Application will provide access to current and past reports that can be printed and submitted to the Public Agency awarding the contract as required.*

*NJ Department of Labor & Workforce Development  
Construction EEO Monitoring Program  
PO Box 209  
Trenton, New Jersey 08625-0209*



#5

NJ Division of Revenue - Business Registration Certificate

To be submitted by SUCCESSFUL bidder only.



FEIN#: \_\_\_\_\_

NAME: \_\_\_\_\_

NJ-REG

Each Question Must Be Answered Completely

1. a. Have you or will you be paying wages, salaries or commissions to employees working in New Jersey within the next 6 months?  Yes  No

Give date of first wage or salary payment: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Day Year

If you answered "No" to question 1.a., please be aware that if you begin paying wages you are required to notify the Client Registration Bureau at PO Box 252, Trenton NJ 08646-0252, or phone (609) 292-1730.

b. Give date of hiring first NJ employee: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Day Year

c. Date cumulative gross payroll exceeds \$1000 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Day Year

d. Will you be paying wages, salaries or commissions to New Jersey residents working outside New Jersey?  Yes  No

e. Will you be the payer of pension or annuity income to New Jersey residents?  Yes  No

f. Will you be holding legalized games of chance in New Jersey (as defined in Chapter 47 Rules of Legalized Games of Chance) where proceeds from any one prize exceed \$1,000?  Yes  No

g. Is this business a PEO (Employee Leasing Company)?(If yes, see page 6)  Yes  No

2. Did you acquire  Substantially all the assets;  Trade or business;  Employees; of any previous employing units?  Yes  No

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

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

Name of Acquired Unit \_\_\_\_\_ NJ Employee ID \_\_\_\_\_

Address \_\_\_\_\_ Date Acquired \_\_\_\_\_

ACQUIRED

- Assets
- Trade or Business
- Employees

PERCENTAGE ACQUIRED

\_\_\_\_\_%  
\_\_\_\_\_%  
\_\_\_\_\_%

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

Are the predecessor and successor units owned or controlled by the same interests?  Yes  No

4. Is your employment agricultural?  Yes  No

5. Is your employment household?  Yes  No

a. If yes, please indicate the date in the calendar quarter in which gross cash wages totaled \$1,000 or more \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Day Year

6. Are you a 501(c)(3) organization?  Yes  No  
If "Yes," to apply for sales tax exemption, obtain form REG-1E at [www.state.nj.us/treasury/taxation/exemption.htm](http://www.state.nj.us/treasury/taxation/exemption.htm).

7. Were you subject to the Federal Unemployment Tax Act (FUTA) in the current or preceding calendar year?  Yes  No  
(See instruction sheet for explanation of FUTA) If "Yes", indicate year: \_\_\_\_\_

8. a. Does this employing unit claim exemption from liability for contributions under the Unemployment Compensation Law of New Jersey?  Yes  No  
If "Yes," please state reason. (Use additional sheets if necessary.) \_\_\_\_\_

b. If exemption from the mandatory provisions of the Unemployment Compensation Law of New Jersey is claimed, does this employing unit wish to voluntarily elect to become subject to its provisions for a period of not less than two complete calendar years?  Yes  No

9. Types of Business  1. Manufacturer  2. Service  3. Wholesale  
 4. Construction  5. Retail  6. Government

Principal product or service in New Jersey only \_\_\_\_\_

Type of Activity in New Jersey only \_\_\_\_\_

10. List below each place of business and each class of industry in New Jersey, even though you may have only one place of business or engage in only one class of industry.  Yes  No

a. Do you have more than one employing facility in New Jersey?  Yes  No

NJ WORK LOCATIONS (Physical location, not mailing address)		NATURE OF BUSINESS (See instructions)			No. of Workers at Each Location and/in Each Class of Industry
Street Address, City, Zip Code	County	NAICS Code	Principal Product or Service Complete Description	%	

(Continue on separate sheet, if necessary)  
BE SURE TO COMPLETE NEXT PAGE

FEIN: \_\_\_\_\_

NAME: \_\_\_\_\_

NJ-REG  
(8-06)

**Each Question Must Be Answered Completely**

- 11. a. Will you collect New Jersey Sales Tax and/or pay Use Tax? .....  Yes  No  
GIVE EXACT DATE YOU EXPECT TO MAKE FIRST SALE \_\_\_\_\_  
Month / Day / Year
- b. Will you need to make exempt purchases for your inventory or to produce your product? .....  Yes  No
- c. Is your business located in (check applicable box(es)):  Atlantic City  Salem County  
 North Wildwood  Wildwood Crest  Wildwood
- d. Do you have more than one location in New Jersey that collects New Jersey Sales Tax? (If yes, see instructions) .....  Yes  No
- e. Do you, in the regular course of business, sell, store, deliver or transport natural gas or electricity to users or customers in this state whether by mains, lines or pipes located within this State or by any other means of delivery? .....  Yes  No
- 12. Do you intend to sell cigarettes? .....  Yes  No  
Note: If yes, complete the REG-L form on page 45 in this booklet and return with your completed NJ-REG. To obtain a cigarette retail or vending machine license complete the form CM-100 on page 47.
- 13. a. Are you a distributor or wholesaler of tobacco products other than cigarettes? .....  Yes  No
- b. Do you purchase tobacco products other than cigarettes from outside the State of New Jersey? .....  Yes  No
- 14. Are you a manufacturer, wholesaler, distributor or retailer of "litter-generating products"? See instructions for retailer liability and definition of litter-generating products. ....  Yes  No
- 15. Are you an owner or operator of a sanitary landfill facility in New Jersey? .....  Yes  No  
IF YES, indicate D.E.P. Facility # and type (See instructions) \_\_\_\_\_
- 16. a. Do you operate a facility that has the total combined capacity to store 200,000 gallons or more of petroleum products? ..  Yes  No
- b. Do you operate a facility that has the total combined capacity to store 20,000 gallons (equals 167,043 pounds) of hazardous chemicals? .....  Yes  No
- c. Do you store petroleum products or hazardous chemicals at a public storage terminal? .....  Yes  No  
Name of terminal \_\_\_\_\_
- 17. a. Will you be involved with the sale or transport of motor fuels and/or petroleum? .....  Yes  No  
Note: If yes, complete the REG-L form in this booklet and return with your completed NJ-REG. To obtain a motor fuels retail or transport license complete and return the CM-100 in this booklet.
- b. Will your company be engaged in the refining and/or distributing of petroleum products for distribution in this State or the importing of petroleum products into New Jersey for consumption in New Jersey? .....  Yes  No
- c. Will your business activity require you to issue a Direct Payment Permit in lieu of payment of the Petroleum Products Gross Receipts Tax on your purchases of petroleum products? .....  Yes  No
- 18. Will you be providing goods and services as a direct contractor or subcontractor to the state, other public agencies including local governments, colleges and universities and school boards, or to casino licensees? .....  Yes  No
- 19. Will you be engaged in the business of renting motor vehicles for the transportation of persons or non-commercial freight? .....  Yes  No
- 20. Is your business a hotel, motel, bed & breakfast or similar facility and located in the State of New Jersey? .....  Yes  No
- 21. Do you hold a permit or license, issued by the New Jersey Department of Transportation, to erect and maintain an outdoor advertising sign or to engage in the business of outdoor advertising? .. Fee expired effective 7/1/07. ....
- 22. Do you make retail sales of new motor vehicle tires, or sell or lease motor vehicles? .....  Yes  No
- 23. Do you provide "cosmetic medical procedures" or goods or occupancies directly associated with such procedures? .....  Yes  No  
(See description of Cosmetic Procedures Gross Receipts Tax in the list of Taxes of the State of New Jersey, page 5.)  
Type of Business \_\_\_\_\_
- 24. Do you sell voice grade access telecommunications or mobile telecommunications to a customer with a primary place of use in this State? .....  Yes  No
- 25. Will you make retail sales of "fur clothing"? .....  Yes  No  
(See full description of Fur Clothing Retail Gross Receipts Tax in the list of Taxes of the State of New Jersey, page 5)
- 26. Contact Information: Person \_\_\_\_\_ Title: \_\_\_\_\_  
Daytime Phone: ( ) \_\_\_\_\_ - \_\_\_\_\_ Ext. \_\_\_\_\_ E-mail address: \_\_\_\_\_  
Signature of Owner, Partner or Officer: \_\_\_\_\_  
Title \_\_\_\_\_ Date: \_\_\_\_\_

**NO FEE IS REQUIRED TO FILE THIS FORM**

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

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

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

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

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

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

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

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

Mail to: PO Box 308  
Trenton, NJ 08646

STATE OF NEW JERSEY  
DIVISION OF REVENUE

Overnight to: 225 West State St.  
3rd Floor<sup>4</sup>  
Trenton, NJ 08608-1001

**"FEE REQUIRED" PUBLIC RECORDS FILING FOR NEW BUSINESS ENTITY**

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

1. Business Name:

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

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

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

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

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

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

8. Contact Information:

Registered Agent Name: \_\_\_\_\_

Registered Office:

(Must be a New Jersey street address)

Main Business or Principal Business Address:

Street \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_

Zip \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

9. Management (Domestic Corporations and Limited Partnerships Only)

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

Name

Street Address

City

State

Zip

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

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

Name

Street Address

City

State

Zip

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

Signature

Name

Title

Date

_____	_____	_____	_____
_____	_____	_____	_____

11. Additional Entity - Specific Information

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

1a. The corporation shall have members:  Yes  No

If yes, qualification shall be:

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

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

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

2. The method of electing the trustees shall be:

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

3. The method of distribution of assets shall be:

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

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

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

C. Limited Partnerships (Title 42:2A)

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

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

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

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

If yes, list the applicable terms:

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

If yes, list the applicable terms:

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

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

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

#6

Directions to Keegan Landfill



**Directions To:  
Richard W. DeKorte Park  
1 DeKorte Park Plaza, Lyndhurst NJ 07071**

**From the NJ Turnpike:**

Take exit 16W to Rt. 3 West. Take Rt. 3 West to Route 17 South (Lyndhurst Exit). Follow around the ramp to the traffic light (Quality Inn will be on your left). Make a left onto Polito Avenue.

Continue to the end of Polito Avenue. At the STOP sign make a left onto Valley Brook Avenue. Follow this road to the end (approx. 1 ½ miles). Cross the railroad tracks (keep to the left). Meadowlands Environment Center is the first building on the left after the tracks. The second building houses Commission administrative offices.

**From the Garden State Parkway:**

From the Parkway North, take Exit 153A to Rte 3 East.  
From the Parkway South, take Exit 153 to Rte. 3 East.

Follow Rte. 3 East to the second Rte. 17 South Exit (the sign will read: Rte. 17 South/Lyndhurst - Service Road).

At the end of the exit ramp there will be a traffic light, and the Quality Inn will be directly across the street to your left. Go straight through the intersection onto Polito Avenue.

Continue to the end of Polito Avenue. At the "T" intersection make a LEFT onto Valley Brook Avenue.

Follow Valley Brook to the end (approx. 1 ½ miles).

Cross the railroad tracks (keep to the left - you will enter Richard W. DeKorte Park). Pass the first building (Meadowlands Environment Center) proceed to the second building (NJMC Administration Building) and park in one of the visitor spaces behind this building.

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

**Trucks cannot use Disposal Road.**

**From NJ Route 17 South:** DeKorte Park Plaza - Polito Ave - Rt 17 South - to Orient Way to end. Turn left onto Schuyler Avenue. At the third light, turn left onto Belleville Turnpike (CVS on the left corner). Continue on Belleville Turnpike for 2.8 miles to Route 508 West. Drive 1.6 miles and turn right onto Bergen Avenue (just after the NJTPK 15W Interchange), and proceed to the landfill entrance on the right.

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