SUPPLEMENTARY SPECIFICATIONS

FOR

MANHATTAN AVENUE STREETSCAPE IMPROVEMENTS

FOR
JERSEY CITY PROJECT NO. E14-001

SEPTEMBER 2015

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION

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N.J. LICENSE NUMBER 46961

Revised SEPTEMBER 2015

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A. NJDOT SUPPLEMENTAL SPECIFICATIONS
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ABBREVIATIONS

Abbreviations of names of Associations, Institutes or Agencies used throughout the Contract Documents are as follows:

AASHTO	American Association of State Highway and Transportation Officials
ACGIH	American Conference of Governmental Industrial Hygienists
ACI	American Concrete Institute
AGA	American Gas Association
AIA	American Insurance Association
AISC	American Institute of Steel Construction, Incorporated
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APHA	American
API	American Pipe Institute
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineering
ASTM	American Society for Testing and Materials
AWPA	American Wood-Preservers' Association
AWPB	American Wood Preservers' Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BOG&T	Bureau of Geology and Topography, State of New Jersey

CIPRA	Cast Iron Pipe Research Association
CISPI	Cast Iron Soil Pipe Institute
CRSI	Concrete Reinforcing Steel Institute
EEI	Edison Electrical Institute
EIA-J	Electronic Industries Association - Japan
EPA	Environmental Protection Agency of the United States Government
FEDSPEC	Federal Specification
FS	Federal Specification, General Services Administration
IEEE	Institute of Electrical and Electronics Engineers
IMSA	International Municipal Signal Association
IPCEA	Insulated Power Cable Engineers Association
JCIA	Jersey City Incinerator Authority
JCMUA	Jersey City Municipal Utilities Authority
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NJAC	New Jersey Administrative Code
NJDEPE	New Jersey Department of Environmental Protection and or Energy
NJDEP	Formerly New Jersey Department of Environmental Protection
NJDOT	New Jersey Department of Transportation
NJSA or NJS or NJRS	New Jersey Statutes Annotated

NJSS or SS	New Jersey Department of Transportation, Standard Specifications for Road and Bridge Construction, 2007, as currently amended. Also called Standard Specifications
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Administration
PCI	Precast/Prestressed Concrete Institute
PSE&G	Public Service Electric & Gas Company
SCS	Soil Conservation Service (Local Agency; Hudson-Essex-Passaic Soil Conservation District)
SSPC	Steel Structures Painting Council
UL	Underwriters Laboratories Incorporated
USDOTFHA	United States Department of Transportation Federal Highway Administration
WPCF	Water Pollution Control Federation

UTILITY CONTACTS

Listed below are the major and most common utility companies which have utilities located within the City of Jersey City. The names of their representatives are shown for your information.

Before any digging, the Contractor must call 1-800-272-1000 or 811 for a markout of all existing underground utilities within project limits.

GAS

Public Service Electric & Gas
Gas Distribution, Central Gas Div.
444 St. Paul's Avenue
Jersey City, New Jersey 07306
Jim Cavanaugh, Distribution Supervisor
(201) 420-3950

ELECTRIC

Public Service Electric & Gas Co.
Electric, Palisades Division
325 County Avenue
Secaucus, New Jersey 07094
Sue Woodell
(Engineering Support)
(201) 330-6456
Marcella Castillo, Service Consultant
(201) 330-6558

TELEPHONE

Verizon - New Jersey, Inc.
114 Paterson Street, 3rd Floor
Paterson, New Jersey 07501
Dwight Green, For South Jersey City
Network Engineer
(973) 925-1490

Jeston Guy, Journal Square/North Jersey City
Network Engineer
(973) 925-1488

STORM & SANITARY SEWER

J .C. Municipal Utilities Authority
Bureau of Sewer Engineering
555 Route 440
Jersey City, New Jersey 07305
Richard Haytas, Maintenance Supervisor
(201) 432-1150

CABLE TV

Comcast, Freedom Region
2121 Kennedy Boulevard
Jersey City, New Jersey 07305
Kevin Davis
Construction Coordinator
Office (201) 526-9978 Ext. 6290978
Cell: (201) 522-4437

WATER (OWNER)

J. C. Municipal Utilities Authority
Bureau of Water Engineering
555 Route 440
Jersey City, New Jersey 07305
Rajiv Prakash, Senior Engineer
(201) 209-0319

WATER (MANAGER)
UNITED WATER JERSEY CITY

233 Coles Street (At 13th Street)
Jersey City, New Jersey 07302
John Libitz, Superintendent
T&D Operations
(201) 239-1108
Ed Collis, Foreman
Construction & Distribution
(201) 376-7229

RED LIGHT PHOTO ENFORCED CAMERAS

ATS – American Traffic Solutions
86 W. Industry Court
Deer Park, New York 11729
James Miller
Construction Coordinator, East Region
Office: (631) 865-1416
Cell: (631) 672-0451

JERSEY CITY CCTV SYSTEM

Jersey City Economic Development Corporation
601 Pavonia Avenue, Suite 303
Jersey City, New Jersey 07306
Vincent DePaola
CCTV Markout Manager
Office (201) 333-7797 ext. 202
Cell: (201) 970-8203
Markout @jcedc.org

TRAFFIC SIGNALS/LOOP DETECTORS
VIDEO IMAGE DETECTORS

City of Jersey City
Division of Architecture, Engineering,
Traffic & Transportation
13-15 Linden Avenue East
Jersey City, New Jersey 07305
Joao D'Souza, Director Traffic Engineering
(201) 547-4470
joao@jcnj.org

NOTICE TO BIDDERS

NOTICE TO BIDDERS

Sealed bid proposals will be received opened and read in public by the Purchasing Agent at **394 Central Avenue, Second Floor, Jersey City, New Jersey 07307** on _____, **2015.**

Prevailing time, or as soon thereafter as the matter can be reached, for the:

MANHATTAN AVENUE STREETSCAPE IMPROVEMENTS
JERSEY CITY PROJECT NO. E14-001

The project limits include the entire length of Manhattan Avenue. The work generally consists of approximately 830 linear feet of concrete curb; 8,136 square yards of concrete sidewalk, driveway aprons, and ADA compliant curb ramps; 17,583 square yards of HMA milling; 3,000 tons of HMA 9.5M64 surface course; and other incidental work; all in accordance with the form of proposal, contract, and specifications prepared by Keller & Kirkpatrick, Consulting Engineers – Surveyors – Planners – Landscape Architects, 301 Gibraltar Drive, Suite 2A, Morris Plains, New Jersey.

Questions by prospective bidders concerning this bid must be done on-line at www.bidsync.com.

Contract Documents, Specifications, and Bid Forms may be downloaded by going on-line to www.bidsync.com. Bid Plans/Drawings may be obtained at the Office of the Director of Purchasing, 394 Central Avenue, Suite 2, Jersey City, New Jersey 07307, (201-547-4896 or 201-547-5155).

Prospective bidders must download bid specifications and all addenda from www.Bidsync.com. Failure to download bid specifications and acknowledge receipt of addenda, may result in bid rejection.

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. Full requirements of the Equal Employment Opportunity and Affirmative Action Programs are incorporated herein by reference and may be obtained with Proposal Form. Bidders are also required to comply with the requirements of P.L. 2004, c.57 (N.J.S.A. 52:32-44) which includes the requirement that contractors provide copies of their Business Registration Certificates issued by the New Jersey Department of the Treasury, as well as other provisions as listed in the Contract Documents.

Proposals **MUST BE ACCOMPANIED** by a Bid Bond or Certified Check, made payable to the City of Jersey City, in an amount equal to Ten (10%) Percent of the Bid.

Each Bidder shall submit with his proposal submittal item nos. one (1) through fifteen (15) listed in the Schedule of Submittals by Bidder on page 51 of the General Conditions.

Bids may be submitted in person, or may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service. Mail bids to: Peter Folgado, Purchasing Agent, RPPO, QPA, Division of Purchasing, 394 Central Avenue, Second Floor, Jersey City, New Jersey 07307. Bids sent by mail must be received by the Purchasing Agent no later than 4:00 P.M. on the last City business day before the day of the bid reception. Bids sent by courier service must be delivered to the Purchasing Agent no later than 11:00 A.M. on the day of the bid reception. The City shall not be responsible for the loss, non-delivery or physical condition of bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Purchasing Agent. Bid proposals must comply with specifications.

The Purchasing Agent reserves the right to reject any and all bids received, or portions thereof, if deemed to be in the best interest of the City to do so.

Insert dates: _____

Peter Folgado,
Director of Purchasing

INFORMATION TO BIDDERS

INFORMATION TO BIDDERS

1. INTENT OF CONTRACT DOCUMENTS:

Under these Specifications and the Contract which will be based thereon, it is proposed that the Bidder shall furnish all materials, equipment, tools, labor and supervision necessary to complete the Work upon which he bids in strict accordance with the Plans and Specifications.

The intent of the Contract Documents is to obtain a complete job, satisfactory to the Engineer. It shall be understood that the Bidder has satisfied himself as to the full requirements of the Contract Documents and has based his Proposal upon such understanding.

2. TERMS:

When the following terms are used in the Contract Documents, the intent and meaning shall be as follows:

ACCEPTANCE: The term "Acceptance" means the formal written acceptance of the Project by the Municipal Engineer which has been completed in all respects in accordance with the Contract Documents.

AWARD: The term "Award" means the decision of the City Council to accept the Proposal of the lowest responsible Bidder, subject to the execution and approval of a satisfactory Contract based thereon and Bonds to secure the performance thereof, and such conditions as may hereinafter be specified or as may be specified or required by law.

BY OTHERS: The term "by others" refers to a person, firm or corporation other than the Contractor or its surety or persons, firms or corporations in a contractual relationship with the Contractor or the Surety, such as a Subcontractor, supplier, fabricator or consultant at any tier. "By others" shall include the City or other public body.

CITY: The term "City" refers to the City of Jersey City, a Municipal Corporation and body politic of the State of New Jersey, with its principal office at City Hall, 280 Grove Street, Jersey City, New Jersey 07302-3698.

CITY COUNCIL: The term "City Council" refers to the governing body, as created by law, for the City of Jersey City.

CONTRACT: The term "Contract" means the entire and integrated agreement between the parties thereunder and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract Documents form the Contract between the City and the Contractor

setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work and the basis of payment.

CONTRACTOR: The term "Contractor" means the individual, partnership, firm, corporation, or any acceptable combination thereof contracting with the City for performance of the prescribed Work. Throughout the Contract Documents the Contractor is referred to as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

DEPARTMENT: The term "Department" means the Department of Public Works, Division of Engineering, Traffic and Transportation of the City of Jersey City, State of New Jersey.

ENGINEER: The term "Engineer" means the Municipal Engineer, acting directly or through his duly authorized representatives, such representatives acting within the scope of the particular duties delegated to them.

Note: In order to avoid repetition, whenever the following words are used, it shall be understood as if they were followed by the words "to the Engineer"or "by the Engineer":

> "acceptable, accepted, added, allowed, applied, approved, assumed, authorized, awarded, calculated, charged, checked, classified, computed, condemned, conducted, considered, considered necessary, contemplated, converted, deducted, deemed, deemed necessary, deleted, designated, determined, directed, disapproved, divided, documented, established, evaluated, examined, excluded, furnished, given, granted, included, incorporated, increased, indicated, inspected, insufficient, issued, made, marked, measured, modified, monitored, notified, observed, obtained, opened, ordered, paid, paid for, performed, permitted, provided, received, recorded, reduced, re-evaluated, rejected, removed, required, reserved, retested, returned, sampled, satisfactory, scheduled, specified, stopped, submitted, sufficient, suitable, supplied, suspended, taken, tested, unacceptable, unsatisfactory, unsuitable or used".

MUNICIPAL ENGINEER: The term "Municipal Engineer" refers to the Municipal Engineer of the City of Jersey City.

PRESIDING OFFICER: The Purchasing Agent or his designee in charge of receipt of Bids. The Presiding Officer opens each meeting for the receipt of Bids and declares when the receipt of Bids has been closed.

PRECONSTRUCTION CONFERENCE: The initial project meeting conducted by the Engineer, normally held after Award of the Contract and prior to the start of Work. A separate utility preconstruction conference may be scheduled. The Contractor shall attend preconstruction conferences.

PROPOSAL: The term "Proposal" means the offer of a Bidder, properly signed and guaranteed, on the prepared form furnished by the City, to perform the work at the prices therein.

PROPOSAL BOND: The term "Proposal Bond" or "Bid Bond" means the security furnished with a Bid to guarantee that the Bidder shall enter into the Contract if awarded the Contract.

PURCHASING AGENT: The term "Purchasing Agent" refers to the Purchasing Agent of the City of Jersey City.

SUPERINTENDENT: The Contractor's authorized representative responsible for and in charge of the work. The Superintendent shall be authorized to receive all communications from the City.

SUPPLEMENTARY AGREEMENT: The term "Supplementary Agreement" means a bilateral agreement between the City and the Contractor, executed on a Change Order form, setting forth the negotiated terms and conditions where under changes are to be accomplished, including negotiated adjustments in compensation and time relative to the subject of the agreement excepting only those instances wherein the agreement recites specific exceptions.

WILL: Designates an action to be taken by the City, the Department, the Municipal Engineer, the Engineer or any authorized representative, unless otherwise indicated.

Wherever in the above Standard Specifications reference to the State, Commissioner, Department, Engineer or Inspector is made, it shall be understood to mean the corresponding City of Jersey City municipal body or official whose powers correspond to those of the State body or official therein referred to or their designated representative.

3. FAMILIARITY WITH WORK:

It is the obligation of the Bidder to ascertain for himself all the facts concerning conditions to be found at the location of the Project including all physical characteristics above and/or below the surface of the ground, to fully examine the Plans, Bid Documents, Estimate of Quantities contained in the Schedule of Prices, to read the Specifications, thoroughly and completely, to consider fully these and all other matters which can in any way affect the Work under the Contract and to make the necessary investigations relating thereto; and he agrees to this obligation in the signing of the Contract. The City assumes no responsibility whatsoever with respect to ascertaining for the Bidders such facts concerning physical

characteristics at the location of the Project. The Bidder agrees that he shall make no claim for additional payment or extension of time for completion of the Work or any other concession because of any misinterpretation or misunderstanding of the Contract, on his part, or of any failure to fully acquaint himself with all conditions relating to the Work.

4. PLANS AND SPECIFICATIONS:

The Project shall be performed in strict accordance with the requirements of the Plans and Specifications, subject to Addenda issued by the Municipal Engineer in writing. The Plans and Specifications are intended to complement and supplement each other. Any Work required by either of them and not by the other shall be performed as if denoted both ways. Should any Work be required which is not denoted in the Specifications or on the Plans because of an obvious omission but which is nevertheless necessary for the proper performance of the Project, such Work shall be performed as fully as if it were described and delineated. Should there be any conflict between the Plans and Specifications, it shall be resolved according to Section 23 INTENT OF PLANS AND SPECIFICATIONS.

Unless specifically modified therein, the quality of all material furnished and the manner of doing the Work and of paying therefore shall be governed by the applicable requirements of the 2007 New Jersey Department of Transportation "Standard Specifications for Road and Bridge Construction", as currently amended; and are hereby made part of these Specifications and the Contract to be based thereon, as though they were textually incorporated therein.

5. INTERPRETATIONS OR ADDENDA:

Should a Bidder find discrepancies or omissions from the Plans, Specifications, or Contract Documents, or should he be in doubt as to their meaning, he shall at once notify the Municipal Engineer in writing at the Division of Engineering, Traffic and Transportation 575 Route 440, Jersey City, New Jersey 07305. No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such interpretation, shall be in writing and to be given consideration, must be received at least seven (7) calendar days prior to the date fixed for the opening of Bids, to allow the Municipal Engineer to issue an Addendum prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions or any addition of Items will be in the form of written Addenda to the Specifications which, if issued, will be mailed by certified mail with return receipt requested to all Prospective Bidders (at the respective addresses furnished for such purpose). All Addenda so issued shall become part of the Contract Documents and shall be read immediately prior to the opening of the Bids by the Purchasing Agent who shall give each Bidder or his representative present an opportunity to withdraw his Bid before any Bids are opened. Any objection arising out of an Addendum subsequent to the opening of Bids will not be considered. Failure of any Bidder to receive any such Addendum or interpretation or to attend the reading of the Bids shall not relieve such Bidder from any obligation under his Bid as submitted, including such Addenda. The City will not be responsible for any other explanations or interpretations of the Contract Documents.

6. SUBSURFACE CONDITIONS:

It is the obligation of the Bidder to make his own investigations of subsurface conditions prior to submitting the Proposal. Borings, test excavations and other subsurface investigations, if any, made by the City prior to the construction of the Project, the records of which may be available to the Bidders, are made for use only as a guide for design. Said borings, test excavations and other subsurface investigations are not warranted to show the actual subsurface conditions.

Any interpretations of the City's subsurface investigation records made by the Bidder as to the types, characteristics, quantity and quality of any subsurface material or condition shall be at the sole risk of the Bidder.

The Bidder agrees that he shall make no claims against the City, if in carrying out the Project he finds that the actual conditions encountered do not conform to those indicated by said borings, test excavations and other subsurface investigations.

7. SUBMITTING PROPOSAL:

Each Bid shall be submitted on the prescribed Bid Documents which shall not be removed from the Specifications. All entries shall be in ink or typewritten. Bidders shall submit their Proposals in sealed envelopes. On the outside of the envelope shall be stated the name and address of the Bidder and the name of the Project as shown in the Notice to Bidders.

When the Proposal is made by an Individual, his Post Office Address shall be stated and he shall sign the Proposal; when made by a Firm or Partnership, its name and Post Office Address shall be stated, and the Proposal shall be signed by one or more of the Partners; when made by a Corporation, its name and principal Post Office Address shall be stated and the Proposal shall be signed by an authorized official of the Corporation, with Corporate Seal affixed. Signatures shall be notarized in all cases. Proposals shall be hand delivered to the Purchasing Agent at the time and place stated in the Notice to Bidders; and they will be publicly opened and read aloud on the date, place, and at the time set and stated in the Notice to Bidders.

8. BID DOCUMENTS:

The Bid Documents to be included in the sealed envelope with the Proposal shall include but not be limited to the following:

*1. Certificates of Experience of General Contractor.
2. Certificates of Experience of Subcontractors listed on the Plant and Equipment Questionnaire in the Proposal, pursuant to N.J.S.A. 40A:11-16.
*3. Plant and Equipment Questionnaire of General Contractor.
4. Plant and Equipment Questionnaire completed by subcontractors required to be named pursuant to N.J.S.A. 40A:11-16.
5. Non-Collusion Affidavit.
*6. Public Disclosure Statement

*7. Bid Guarantee.
*8. Consent of Surety.
9. New Jersey Business Registration Certificates of General Contractor and all Subcontractors listed on the Plant and Equipment Questionnaire in the Proposal, pursuant to N.J.S.A. 40A:11-16.
10. Equality Information on Substituted Items (if applicable).
*11. Written acknowledgement of Addendum (if issued), pursuant to N.J.S.A. 40A:11-23.2(e).
12. Form MWB-3: Minority/Women Business Compliance Plan.
13. Public Works Contractor Registration Certificates for bidder and all subcontractors named in bid proposal are required pursuant to N.J.S.A. 34:11-56.48 et seq.
14. Exhibit B: Mandatory Equal Employment Opportunity Language.

Failure to include the Bid Documents listed immediately above that are marked with an asterisk (*) shall result in rejection of the Bid at the time of the Bid reception.

The contractor/bidder and all subcontractors named in the bid proposal must be registered with the Department of Labor pursuant to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., at the time the bid proposal is received, or the proposal will be determined to be non-responsive and will be rejected. Any non-listed subcontractor must be registered with the Department of Labor prior to physically starting work. A contractor desiring to register should contact the Contractor Registration Unit, Division of Wage and Hour Compliance, New Jersey Department of Labor, P.O. Box 389, Trenton, New Jersey 08625-0389, telephone no. (609) 292-9464, fax no: (609) 633-8591, e-mail: contreg@dol.state.nj.us, website: www.nj.gov/labor/lsse/lspubcon.html.

9. BID GUARANTEE:

Each Proposal shall be accompanied by a Certified Check, Cashier's Check or Bid Bond in the amount of not less than Ten Percent (10%) of the Total Price bid in the Proposal; but in no case need the Certified Check, Cashier's Check or Bid Bond or any combination thereof exceed Twenty Thousand Dollars ($20,000.00) nor shall it be less than Five Hundred Dollars ($500.00). No cash will be accepted. This Certified Check, Cashier's Check or Bid Bond is offered as evidence of good faith and as a guarantee that, if awarded the Contract, the Bidder shall execute the Contract and provide a Performance Bond in the full amount of the Contract.

The Bid Bond is offered as guarantee, made by a Surety Company qualified and authorized to do business in the State of New Jersey and must be signed by an officer or agent of the Surety Company authorized to execute Bid Bonds on behalf of the Surety Company. Included with the Bid Bond must be such documents which indicate that the officer or agent is authorized to execute the Bid Bond. If a Certified Check or Cashier's Check is offered as guarantee, it shall be made payable to the City of Jersey City.

10. CONSENT OF SURETY:

All Bidders shall submit with their Bids a certificate from an approved Surety Company, authorized to do business in the State of New Jersey, stating that it will provide the Bidder with a Performance Bond on such sum as required. The Successful Bidder shall be required to furnish a Surety Company Bond in the amount of the Contract conditioned for the faithful performance thereof.

11. WITHDRAWAL OF PROPOSAL:

A Proposal, after having been submitted, may be withdrawn by the Bidder on a given Project prior to the opening of any Bid on that Project.

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error** or **an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing**, by certified or registered mail to: Peter Folgado, Director, Division of Purchasing, 1 Journal Square, Second Floor, Jersey City, New Jersey 07307. The bidder must request withdrawal of a bid due to a mistake, as defined by law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, Peter Folgado, Director Division of Purchasing may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid **shall** contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:l1-23.3.

The City will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by the bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

12. CAUSES FOR REJECTION:

Proposals from Bidders who are found to be unqualified and Proposals not accompanied by all required and properly completed Bid Documents shall be rejected.

In addition, causes for rejection of Proposals may include but not be limited to the following:

A. If prices are obviously unbalanced;
B. If received from Bidders who have previously performed work in an unsatisfactory manner;
C. If the Purchasing Agent, at his sole discretion, deems it advisable to do so in the best interest of the City;
D. If conditions, limitations or provisions are attached by a Bidder to his Proposal;
E. If Proposals are otherwise irregular or the enclosed or accompanying documents are not completed and properly executed;
F. If the Bidder has not constructed at least three (3) comparable projects within the previous three (3) years;
G. If the Bidder does not own sufficient or satisfactory equipment to perform the Work.

13. RETURN OF BID GUARANTEES:

The Bid Guarantees of all except the apparent three (3) lowest responsible Bidders on the Project will be returned within ten (10) working days after the opening of Bids. The Bids of such Bidders will be considered as officially withdrawn. Within three (3) working days after awarding the Contract and the approval of the Performance Bond, the Bid Guarantees of the remaining Unsuccessful Bidders will be returned.

Upon execution of the Contract by the Successful Bidder, acceptance by the City of the Performance Bond and the receipt of the Certificates of Insurance, the Bid Guarantee of the lowest Bidder will be returned.

No interest will be paid on any form of Bid Guarantee.

14. AWARD OF CONTRACT:

The Contract, if awarded, will be awarded to the lowest responsible, qualified Bidder whose Proposal complies with the requirements as stated herein. Proposals may be rejected where the prices as bid are obviously unreasonable. Award of the Contract will be announced by the City Council.

After the Proposals are opened and read, they will be compared on the basis of the correctly determined summation of the correctly determined products of all the quantities for Pay Items shown in the Proposal multiplied by the Unit Prices Bid together with the sums bid for Lump Sum Pay Items. Award will be made on the basis of the correctly computed Total Bid Price.

Any discrepancy between the Total Bid Price stated in the Proposal and a computation of the Total Bid Price from the Unit Prices written in words in the Proposal will be resolved by recomputing the Total Bid Price based on a multiplication of the Estimated Quantities by the Unit Prices stated in words in the Proposal. The mathematical errors thereby being corrected.

In the event of a discrepancy between the unit price bid for any Pay Item and the extension shown for that Item, the Unit Price written in words shall govern. Where a Unit Price is bid for a Pay Item, but no extension is provided, the Engineer will provide the extension based on the Unit Price bid multiplied by the Estimated Quantity for that Pay item. Where an extension is provided by the Bidder, but no Unit Price appears in the space provided in the Proposal, the Engineer will provide the Unit Price by dividing the extension figure, provided by the Bidder, by the Estimated Quantity. Where no figure is provided by the Bidder in both the space provided for the Unit Price and for the extension for one or more Pay Items, or where no figure is provided for one or more Lump Sum Pay Items, the Engineer will consider the amount bid to be zero ($0.00) for that Item provided, however, that the City may reject such a bid if this result would be unconscionable and it is shown that the failure to include a bid price was an excusable mistake.

In the event a corporation not incorporated in the State of New Jersey is the lowest bidder, it shall be authorized to do business in New Jersey pursuant to NJSA 14A:15 et seq.

The City may reject any and all Proposals when it determines that it is in the public interest to do so. It reserves the right to waive technicalities or to advertise for new Proposals.

A. BID FOR UNIT PRICES CONTRACT:

The Bidder shall state in the Schedule of Prices the price per unit of measure for each scheduled Item of Work for which he shall agree to carry out the Work; and the Total Price for the performance of the Project, as determined by multiplying each Estimated Quantity contained in the Schedule of Prices by the price per unit of measure bid and adding together the resulting amounts. Unit Prices shall be given in writing and in figures and in the case of variance the prices in writing shall prevail.

B. BID FOR LUMP SUM CONTRACT:

Lump Sum Bid or Base Bid, Alternates and Unit Prices shall all be given in writing and in figures. In case of discrepancy, the amount described in words shall govern. If any of the Alternate(s) listed in the Schedule of Prices does not involve change in price, the Bidder shall so indicate by writing the words "NO CHANGE" on the space provided.

If the Base Bid is within the amount of funds available to finance the Contract and the City wishes to accept Bids on the Alternate(s), then the Contract award will be made to that responsible Bidder submitting the lowest combined Bid, consisting of the Base Bid plus Alternate Bid(s) (applied in the numerical order in which they are listed in the Schedule of Prices). Under this procedure, if the City wishes to award on only the Base Bid, then the Contract will be awarded to that responsible Bidder submitting the lowest Base Bid.

For the purpose of comparison of Bids received, the Total Bid Price, as stated in the Proposal or as corrected in accordance with the above, will be considered to be the amount bid for the Project and award will be made based on that Total Bid Price. The Purchasing

Agent may consider informal any Bids not prepared and made in accordance with the provisions stated herein and may waive or reject any or all Bids. Bids containing any conditions, omissions, unexplained erasure or alterations, or items not called for in the Proposal, or irregularities of any kind may be rejected by the City.

The Purchasing Agent will either award the Contract or reject all Proposals received within sixty (60) calendar days after the formal opening of Proposals. The acceptance of a Proposal will be a notice in writing signed by the Purchasing Agent and no other act shall constitute the acceptance of a Proposal.

15. TIME FOR EXECUTING CONTRACT AND LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

Any Bidder whose Proposal is accepted shall be required to execute four (4) copies of the Contract, furnish satisfactory Bonds and Certificates of Insurance to the City within ten (10) calendar days after Notice of Award.

The Successful Bidder, upon his failure or refusal to execute and deliver the signed Contract, Bonds and Certificates of Insurance required, within ten (10) calendar days after receipt of the Contract, shall forfeit the Certified Check, Cashier's Check or Bid Bond to the City as liquidated damages for such failure or refusal.

The damages to the City for breach as above provided will include loss from interference with its construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the Bid Guarantee accompanying the Proposal of such Bidder shall be retained by the City, not as a penalty, but as liquidated damages for such breach. In the event any Bidder whose Proposal has been accepted shall fail, refuse or resist to execute the Contract as hereinbefore provided, the City Council may, as their option, determine that such Bidder has abandoned the Contract and thereupon his Proposal and the acceptance thereof shall be null and void; and the City shall be entitled to liquidated damages as above provided.

The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the City. Any Work started or materials delivered prior to said execution of the Contract shall be at the Bidder's risk.

16. PERFORMANCE BOND:

Within ten (10) calendar days of the date of award of the Contract, the Bidder to whom the Contract has been awarded shall furnish and deliver Surety Company Bond, conditioned for the faithful performance and completion of the Work and for the payment of all lawful claims and bills against the Contractor for all labor, material, tools and equipment used in or in connection therewith. The Bond shall not be returned or canceled until all liability to any and all persons protected by the conditions of said Bond shall have been met by the Contractor or person primarily liable for the payment thereof or by the Surety on said Bond.

The Bond, required for the faithful performance of the Contract, shall be in such sum equal to One Hundred Percent (100%) of the Total Contract Price; and shall be satisfactory to the Corporation Counsel of the City; and shall be executed by a Surety Company licensed to do business in the State of New Jersey, in compliance with N.J.S.A. 2A:44-143 to 147 and amendments thereof and supplements thereto. In no case shall the Contractor begin Work prior to approval of said Bond by the City.

No separate payment shall be made for the Performance Bond but the costs for this Bond shall be included in the prices bid for the various items scheduled in the Proposal.

17. CERTIFICATES OF INSURANCE:

The Contractor shall also supply to the City, its successors or assigns, at the time the Contract is signed, Certificates of Insurance in such amounts as described elsewhere in these Specifications, which shall be maintained by the Contractor during the life of the Contract. All insurance shall name the City of Jersey City as coinsured.

18. ESTIMATED QUANTITIES AND UNIT PRICES:

The Unit Prices bid in each of the Items included in the Proposal shall cover all costs, of whatever nature, incidental to the Work. In explanation but not in limitation thereof, these costs shall include the cost of all Work, labor, material, equipment, transportation and all else necessary to perform and complete the Project in the manner and within the time required, and all incidental expenses in connection therewith, all costs on account of loss by damage or destruction of the Project, and any additional expenses for unforeseen difficulties encountered, for settlement of damages, and for replacement of defective work and materials.

The Estimate of Quantities specified in the Schedule of Prices covering all Work to be done and materials to be furnished is approximate only and is given solely to be used as a uniform basis for comparison of Bids. The Engineer reserves the right to increase or diminish any or all quantities, or to omit any, if it is deemed necessary to do so.

If any part is so withdrawn by the City, the Contractor shall have no claim for loss incurred by him for commitments made by him in anticipation of the Work contemplated, or for loss of anticipated profits, or for Work done prior to his having been authorized to proceed therewith.

19. LUMP SUM PRICE:

The Lump Sum Price in the Proposal shall cover all costs, of whatever nature, incident to and growing out of the Work. In explanation but not in limitation thereof, these costs shall include the cost of all Work, labor, material, equipment, transportation and all else necessary to perform and complete the Project in the manner and within the time required, and all incidental expenses for unforeseen difficulties encountered for settlement of damages, and for replacement of defective work and materials.

20. CHANGES - EXTRA WORK FOR UNIT PRICE CONTRACT:

The City, through the Engineer, may at any time desire changes in either the quantity or the quality of Work or materials to be performed or furnished. These changes may be such as to either reduce or to increase quantities specified or may call for Extra Work or materials not contemplated in the original Schedule of Prices in the Proposal.

The City, through the Engineer, may make changes in the Work required to be performed by the Contractor under the Contract by making additions thereto, or by omitting Work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any Bonds given by him pursuant to the Contract provisions, and without relieving or releasing the Surety or Sureties of said Bonds. All such changes in the Work will be authorized by written Change Order, the Total Contract Price and the Contract Time being adjusted accordingly; and shall be executed under the terms of the original Contract unless it is expressly provided otherwise. The Change Orders shall be limited to the following types:

A. Emergency occurrence affecting health, safety or welfare.
B. Unforeseeable problems.
C. Minor modifications to effect economics, improve service or resolve minor problems with affected property owners.

When the Extra Work to be performed is of a kind not embraced in the Proposal or being so embraced is to be done at a lesser or greater price or quantity than originally agreed upon, the Contractor shall be furnished a written Change Order signed by the Engineer and approved by the City Council. Said Change Order shall state the Extra Work to be done, the amount to be paid therefor, and the number of additional days, if any, that will be added to the time specified for the completion of the entire Project covered by this Contract.

The price stated in this written Change Order representing the sum to be added to or deducted from the Total Contract Price shall be determined as follows:

(1) By such applicable Unit Prices, if any, as are set forth in the Contract; or
(2) If no such Unit Prices are set forth, then by a Lump Sum mutually agreed upon by the City and the Contractor; or
(3) If no such Unit Prices are so set forth and if the parties cannot agree upon a Lump Sum then by the actual net cost in money to the Contractor of:

a. The wages of applied labor, including foreman, required for such Extra Work. Labor rates shall be as per current New Jersey Department of Labor Prevailing Wage Rates plus forty six (46%) percent of the Prevailing Wage Rate for other direct cost of labor to the Contractor, which includes taxes (eg. FICA, FUTA, SUTA, SDI, etc.), insurance premiums (Workmen's Compensation Insurance, General Liability, etc.), bond premiums (Performance and Payment Bonds, etc.), plus benefits listed in the Prevailing Wage Rates;

b. Plus the materials entering permanently into such Extra Work;

c. Plus such rental for plant and equipment (other than small tools) required and approved for such Extra Work. The Contractor's equipment rates shall be as per the monthly rates in the current "Blue Book";

d. Plus power and consumable supplies for the operation of power equipment required for such Extra Work;

e. Plus fifteen (15%) percent of a, b, c and d above as compensation for all other items and profits, and costs or expenses including administration, overhead, superintendence, materials used in temporary structures, allowances made by the Contractor to the Subcontractors, the use of small tools and any other general expenses. The Contractor's compensation for overhead and profit shall be limited to five (5%) percent on Work performed by a Subcontractor. All time and material quantities shall be verified by the Engineer on a daily basis.

When Extra Work is performed under Method 3, the Contractor shall furnish satisfactory bills, certified payrolls and vouchers covering all items of cost, and when required, shall give the Engineer access to accounts relating thereto.

The provisions hereof shall not affect the power of the Contractor to act in case of emergency, as hereinafter provided. Under no circumstances shall the Contractor perform Work in excess of the quantities delineated in the Proposal without a written Change Order issued by the City. The City shall not be liable for any claims for Work performed outside the Contract amounts unless so authorized by a written Change Order.

It is understood and agreed to by the Bidder that any delays necessary to institute a Change Order, resolved by the City Council, shall not be a basis for claims for additional compensation. Wherever possible the Contractor shall mobilize his forces to construct another portion of the Project while awaiting said written Change Order.

21. CHANGES - EXTRA WORK FOR LUMP SUM CONTRACT:

The City, through the Engineer, may at any time desire changes in either the quantity or the quality of Work or materials to be performed or furnished. These changes may be such as to either reduce or to increase quantities specified or may call for Extra Work or materials not contemplated in the original Schedule of Prices in the Proposal.

The City, through the Engineer, may make changes in the Work required to be performed by the Contractor under the Contract by making additions thereto, or by omitting Work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any Bonds given by him pursuant to the Contract provisions, and without relieving or releasing the Surety or Sureties of said Bonds. All such changes in the Work will be authorized by written Change Order, the Total Contract Price and the Contract Time being adjusted accordingly; and shall

be executed under the terms of the original Contract unless it is expressly provided otherwise.

The Change Orders shall be limited to the following types:

A. Emergency occurrence affecting health, safety or welfare.
B. Unforeseeable problems.
C. Minor modifications to effect economics, improve service or resolve minor problems with affected property owners.

When the Extra Work to be performed is of a kind not embraced in the Proposal or being so embraced is to be done at a lesser or greater price or quantity than originally agreed upon, the Contractor shall be furnished a written Change Order signed by the Engineer and approved by the City Council. Said Change Order shall state the Extra Work to be done, the amount to be paid therefor, and the number of additional days, if any, that will be added to the time specified for the completion of the entire Project covered by this Contract.

The price stated in this written Change Order representing the sum to be added to or deducted from the Total Contract Price shall be determined as follows:

1. By such applicable Unit Prices, if any, as are set forth in the Contract; or
2. If no such Unit Prices are set forth, then by a Lump Sum mutually agreed upon by the City and the Contractor; or
3. If no such Unit Prices are so set forth and if the parties cannot agree upon a Lump Sum then by the actual net cost in money to the Contractor of:

    a. The wages of applied labor, including foreman, required for such Extra Work. Labor rates shall be as per current New Jersey Department of Labor Prevailing Wage Rates plus forty-six (46%) percent of the Prevailing Wage Rate for other direct cost of labor to the Contractor, which includes taxes (eg. FICA, FUTA, SUTA, SDI, etc.), insurance premiums (Workmen's Compensation Insurance, General Liability, etc.), bond premiums (Performance and Payment Bonds, etc.), plus benefits listed in the Prevailing Wage Rates;

    b. Plus the materials entering permanently into such Extra Work;

    c. Plus such rental for plant and equipment (other than small tools) required and approved for such Extra Work. The Contractor's equipment rates shall be as per the monthly rates in the current "Blue Book";

    d. Plus power and consumable supplies for the operation of power equipment required for such Extra Work;

    e. Plus fifteen (15%) percent of a, b, c and d above as compensation for all other items and profits, and costs or expenses including administration, overhead, superintendence, materials used in temporary structures, allowances made by the Contractor to the Subcontractors, the use of small tools and any other

general expenses. The Contractor's compensation for overhead and profit shall be limited to five (5%) percent on Work performed by a Subcontractor. All time and material quantities shall be verified by the Engineer on a daily basis.

When Extra Work is performed under Method 3, the Contractor shall furnish satisfactory bills, certified payrolls and vouchers covering all items of cost, and when required, shall give the Engineer access to accounts relating thereto.

The provisions hereof shall not affect the power of the Contractor to act in case of emergency, as hereinafter provided. Under no circumstances shall the Contractor perform Work in excess of the quantities delineated in the Proposal without a written Change Order issued by the City. The City shall not be liable for any claims for Work performed outside the Contract amounts unless so authorized by a written Change Order.

It is understood and agreed to by the Bidder that any delays necessary to institute a Change Order, resolved by the City Council, shall not be a basis for claims for additional compensation. Wherever possible the Contractor shall mobilize his forces to construct another portion of the Project while awaiting said written Change Order.

22. SUBSTITUTIONS:

Each Bidder represents that his Proposal is based upon the materials and equipment described in the Bidding Documents.

Where materials are specified by a trade name or manufacturer's model or catalog number, the name product shall be construed to read "or equivalent". If a Bidder substitutes any material, other than those named in the Specifications, such material shall be equivalent in all respects to the named products specified. The burden of submitting adequate information to prove equivalency of substituted materials shall be the responsibility of the Contractor.

All information necessary to prove equivalency of substituted materials should be included with the proposal submitted at the bid reception. Proposed substitutions shall satisfy all design conditions including performance and physical properties which will be reviewed prior to approving the substitute: physical dimensions, pattern, colors, weight effect on other trades, availability, cost, performance and test data, guarantee and other properties.

Where a Contractor substitutes materials, he shall submit two (2) samples of materials specified and two (2) samples of material considered by contractor to be an equivalent, along with technical information on each. Where a Contractor's information on a product is insufficient to determine "equivalency", laboratory tests will be required. A private laboratory will be selected by the Engineer to conduct the test; the cost of which will be paid by the Contractor regardless of the test result. All modifications to existing work or to adjoining work, which are necessary to accommodate any item offered as an equivalent, shall be performed at no additional cost to the City. The Contractor shall substantiate in writing, by economic analysis, that items offered as equivalents will cause no addition in

maintenance, fuel, or utility cost over the items shown or specified and have an equal life expectancy.

If after review of all submitted material, the substitution is deemed not an equivalent, the Bid will be rejected.

All materials, equipment and assemblies shall be accompanied by manufacturer's instructions pertaining to installation, use and maintenance, as applicable, so as to be suitable for the intended purpose or service in the proposed methods of construction. All materials shall be used in strict accordance with manufacturer's instruction, which will include instructions for appropriate reconditioning of existing or previously applied materials in a manner that will provide conditions to ensure satisfactory completed Work.

23. INTENT OF PLANS AND SPECIFICATIONS:

It is the intent of these Contract Documents to detail a complete job and to specify the Work to be accomplished. The Plans and Specifications are complementary and what is called for by one shall be binding as if called for by both.

Interpretation of the Drawings and Specifications shall be given preference in the following order:

1. Addenda to the Specifications (Later dates to take precedence over earlier dates)
2. Addenda to the Drawings (Later dates to take precedence over earlier dates)
3. Contract Specifications
4. Standard Specifications
5. Contract Drawings (Notes on Drawings to take precedence over other data on Drawings)

In case the Contractor finds the Specifications or Plans are not sufficiently clear or complete, he shall request the Engineer to provide Supplementary Plans and Specifications and the Engineer will provide such additional information as may be necessary. Such request shall be made in writing at least two (2) weeks prior to the time such Drawings or Specifications are to be needed; and no delay, caused by the tardiness of the Engineer, in supplying such information shall be considered as neglect or default on his part unless written application shall have been so made.

The Engineer shall have the authority to resolve any controversy as to the meaning and intent of these Plans and Specifications and he shall have the right to correct any errors or omissions therein for the proper completion of the Project.

The Contractor shall secure and maintain at the Project Site at least one (1) copy of the New Jersey Department of Transportation "Standard Specifications for Road and Bridge Construction", dated 2007 as currently amended and one (1) copy of the New Jersey Department of Transportation, "Standard Roadway Construction Traffic Control-Bridge Construction Details", dated 2007 as currently amended, one (1) copy of the New Jersey Department of Transportation " Standard Electrical Details", dated 2007 as currently

amended and one (1) copy of the United States Department of Transportation, Federal Highway Administration "Manual on Uniform Traffic Control Devices for Streets and Highways", as currently amended.

The Contractor shall also keep at least one (1) set of the Plans and Specifications on the Project Site at all times.

24. RESPONSIBILITY OF WORK:

The Contractor assumes full responsibility for materials and equipment employed in the construction of the Project and agrees to make no claim against the City for damages to such materials and equipment from any cause whatsoever. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the Project, or to any part thereof, due to any cause whatsoever.

The provisions of the foregoing paragraph shall not be a waiver of the Contractor's guarantee to replace defective work and materials during the maintenance period after Date of Acceptance.

The Contractor shall make good all Work damaged or destroyed before the final acceptance of the Project and the cost thereof shall be included in the prices bid for various Items scheduled in the Proposal.

25. LAWS, ORDINANCES, REGULATIONS AND PERMITS:

The Successful Bidder shall secure all permits, insurance, licenses and pay any inspection in accordance with provisions as set forth in laws, ordinances and regulations by all governmental agencies affecting the Work at his own expense. The Successful Bidder shall be solely responsible for any damage resulting from his neglect to obey all laws, regulations, rules and ordinances. Ignorance regarding such requirements shall in no way serve to modify the provisions of the Contract.

The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, safety codes, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. He shall at all times observe and comply with all such laws, ordinances, safety codes, regulations, orders and decrees; and shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, safety code, regulation, order or decree, whether by himself or his employees.

The Contractor shall, at his own expense, secure and pay to the appropriate Department of the City of Jersey City the fees or charges for all permits for street openings, street closing and/or barricading, building, electrical, plumbing, water required by the City of Jersey City or any of its agencies.

The Contractor shall comply with applicable City laws and ordinances governing the disposal of surplus excavation materials, debris and rubbish on or off the Project Site and commit no trespass on any public or private property in any operation due to or connected with the Work embraced in this Contract.

26. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein; and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then, upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

27. INSURANCE:

Certificates of Liability and Workmen's Compensation Insurance satisfactory to the City shall be filed with the City at the time the Contract is signed. All of the Contractor's insurance coverages shall contain a clause indemnifying and saving harmless the City of Jersey City, the Municipal Engineer, their successors or assigns and their other agents from any and all liability of whatever nature arising from the Work to be performed under the Contract, including attorney's fees and costs in connection with the defense of such claims. The Certificates of Insurance furnished by the Contractor shall spell out specifically that the above indemnification is guaranteed by the policy.

The Contractor shall not commence Work under the Contract or under any special condition until he has obtained all insurance as required under the following subparagraphs; and until such insurance coverages have been approved by the City; nor shall the Contractor allow any Subcontractor to commence Work on his Subcontract until all similar insurance coverages required of the Subcontractor have been obtained and approved.

The Contractor shall take out and maintain, during the life of this Contract, Worker's Compensation Insurance for all his employees employed at the Project Site and, in case any Work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the Project Site is not protected under Worker's Compensation Statutes, the Contractor shall provide and shall cause each Subcontractor to provide Compensation Insurance with a private company in an amount equivalent to that provided by the Worker's Compensation Statutes for the protection of his employees not otherwise protected.

The Contractor shall obtain and keep in force, during the term of the Contract, General Liability Insurance in companies and in form to be approved by the City. Said insurance shall provide coverage to the Contractor, any Subcontractor performing Work provided by this Contract, the City of Jersey City, its successors and assigns. The City of Jersey City, its successors and assigns, its officers, agents, servants, and employees as their interest may

appear, shall be named as an additional insured on said policy insofar as the Work and obligations performed under the Contract are concerned. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages, which may arise from any act or omission of the City of Jersey City, its successors and assigns, the Contractor, any Subcontractor or by anyone directly or indirectly employed by them.

The minimum policy limits of such insurance shall be as follows:

A. General Liability:

General Insurance in an amount not less than Two Million Dollars ($2,000,000.00) for injuries, including wrongful death, per each occurrence. This insurance shall be written with an acceptable company authorized to do business in the State of New Jersey; and shall be taken out before any operations of the Contractor are commenced; and shall be kept in effect until all operations shall be satisfactorily completed.

B. Special Hazards Insurance:

The following special hazards shall be covered during the life of this Contract by rider or riders to the policy or policies above required or by separate policies of insurance:

(a) blasting and explosion;
(b) collapse of or structural injury to any structure or facility due to:
    (1) excavation or pumping,
    (2) shoring or demolition of any structure or the removal or rebuilding of any structural support thereof;
(c) all vehicles and equipment;
(d) the term "caused by accident" in the standard policy shall be broadened by the inclusion of the term "occurrence".

C. Automobile Insurance:

Automobile Liability Insurance to cover each automobile, truck, vehicle or other equipment used in the performance of the Contract in an amount not less than One Million Dollars ($1,000,000.00) on account of injury or death per occurrence;

D. Fire Insurance:

Liability shall be in an amount satisfactory to the City to adequately protect the Contractor and City from hazards of fire and any resulting damage to his Work.

E. Notice of Change:

Each and every insurance policy required by the terms of this Contract shall carry endorsement to the effect that the Insurance Company shall give at least ten (10)

calendar days notice to the City of any modification or cancellation of any policy or policies.

F. Builder's Risk Coverage

In the case of new construction or substantial rehabilitation, contractor must also secure Builder's Risk Coverage equal to the amount of the completed project.

28. INDEMNITY:

The Contractor agrees to save the City of Jersey City, its successors and assigns, its officers, agents, servants, and employees as their interest may appear, harmless from all loss or damage occasioned to it or to any third person or property by reason of any carelessness or negligence on the part of the City, Contractor, Subcontractors, agents, and employees in the performance of the Contract and shall, after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against the City of Jersey City, its successors or assigns, its officers, agents, servants and employees as their interest may appear, by any third person alleging injury, by reason of such carelessness or negligence, and shall pay any judgement which may be obtained against the City of Jersey City, its successors or assigns, its officers, agents, servants, and employees as their interest may appear, in such suit.

The cost of such indemnification shall be included in the prices bid for the various scheduled Items in the Proposal. As much money due to the Contractor under and by virtue of the Contract as shall be considered necessary by the Engineer may be retained by the City and held until such suits, actions, claims or amounts shall have been settled and suitable evidence to that effect is furnished to the Municipal Engineer.

29. SUBMISSION OF POST BID INFORMATION:

Upon request by the Engineer, a selected bidder shall within seven (7) calendar days thereafter submit the following:

A. A statement of costs for each major item of Work included in the Proposal.

B. A designation of the Work to be performed by the Bidder with his own forces.

C. A list of names of the Subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for such portions of the Work as may be designated in the Contract Documents or, if no portions are so designated, the names of the Subcontractors proposed for the principal portions of the Work.

The Bidder shall be required to establish to the satisfaction of the Engineer the reliability and responsibility of the proposed Subcontractors to furnish and perform the Work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades. Prior to the award of the Contract, the Engineer will notify the Bidder in

writing if the Engineer, after due investigation, has reasonable and substantial objection to any person or organization or such list. If the Engineer has a reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the Bidder shall obtain another Subcontractor satisfactory to the Engineer.

30. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE

The contract will be awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. The Contractor will be required to certify that the Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, shall have filed a notice of lobbyist representative status form with the City Clerk. A Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq, following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

GENERAL CONDITIONS

GENERAL CONDITIONS

GC-1 PUBLIC SAFETY AND CONVENIENCE:

The Contractor shall conduct his work with the least possible obstruction to traffic. The convenience of the public and of the residents adjacent to the Project, and the protection of persons and property, are of first importance and shall be provided for by the Contractor in an adequate and satisfactory manner. Adequate temporary crossings shall be constructed and maintained where access to adjacent property is desired, the fire hydrants shall be kept accessible.

Trucks hauling materials shall have tight tail gates and shall be loaded with adequate freeboard of not less than three (3) inches without precarious cones or piles of material.

The Contractor shall provide for prompt removal from existing roadways of all dirt and other materials that have been spilled, washed, tracked or otherwise deposited thereon by his hauling and other operations whenever the accumulation is sufficient to cause the formation of mud, interfere with drainage, damage pavements or create a traffic hazard.

The Contractor shall employ construction methods and means that will keep airborne dust to the minimum. He shall provide for the laying of dust retardants on the Project, and on roads, streets and other areas immediately adjacent to the Project limits, wherever traffic, or buildings that are occupied or in use, are affected by such dust caused by his hauling or other operations. The materials and methods used for retardant laying shall be subject to the approval of the Engineer. The cost of carrying out the foregoing provisions shall be included in the prices bid for the various items scheduled in the Proposal.

The Contractor shall conduct his operations in such a manner as to provide maximum safety for all employees on the work and the public as well. He shall comply promptly with such safety regulations as may be prescribed by the Engineer and shall, when so directed by the Engineer or his duly authorized agents, properly correct any unsafe conditions created by or unsafe practices on part of his employees. In the event of the Contractor's failure to comply, the Engineer may take the necessary measures to correct the conditions or practices and all costs thereof will be deducted from any monies due the Contractor. Failure of the Engineer to direct the correction of unsafe conditions or practices shall not relieve the Contractor of his responsibility herein.

GC-2 FAILURE TO MAINTAIN STREETS IN SAFE CONDITION:

In the event that the Contractor fails to maintain trenches and roads in a safe and passable condition following pipe laying or fails to clean up or fails to install and maintain pavement replacement over trenches, the City shall have the right to order this work done by others at the cost and expense of the Contractor. The Contractor will be given notice of the unsatisfactory condition. After such notice is submitted to the Contractor, the City may order this work done and deduct the cost of same from payment due under this Contract.

GC-3 ACCIDENT PREVENTION:

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes, and the rules and regulations of the United States Occupational Safety and Health Administration, shall be observed. Machinery, equipment and other hazards of whatsoever character shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable Federal, State and City laws and regulations.

If any operation, practice or condition during the course of the work be deemed by the Engineer to be unsafe, the Contractor shall take corrective action when notified in writing by the Engineer. However, where in the opinion of the Engineer, any operation, practice or condition endangers persons or property, it shall be discontinued and adequate remedial action taken before the affected part of the work is resumed.

Nothing in the foregoing paragraphs shall be construed as relieving the Contractor from full responsibility for safe prosecution of the work at all times.

GC-4 PROPERTY DAMAGE:

The Contractor shall protect all property, monuments, trees, existing structures, utilities and work of any kind along and adjacent to the work under this Contract against damage or interruption of service. Damage, injury, loss, or interruption of service resulting from the failure to do so shall be repaired or restored promptly by the Contractor at his own expense.

The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity to the site, which may be in any way affected by the excavations or other operations connected with the construction or reconstruction of the work embraced in this Contract.

The Contractor shall not enter on or make use of private property in the prosecution of the Project unless written permission therefor is secured in duplicate, from the owner, one copy of which shall be filed with the Engineer. He shall promptly restore or repair, without cost to the City and in a manner satisfactory to its owner, property damaged or destroyed by his operations. Special attention shall be given to the protection of existing landscape features and vegetation.

GC-5 PUBLIC UTILITIES & UNDERGROUND FACILITIES:

The terms public utility or public utilities used in this Article shall be construed to include those publicly and privately owned.

It shall be the Contractor's responsibility to notify in writing all the various utility companies concerned prior to the initial start of construction, so that they will have sufficient time to locate, relocate or construct their facilities. He shall also be responsible

for the location of all other underground lines and appurtenances such as existing sanitary sewers and house connections, existing water and gas lines, existing storm drains, etc., whether such underground lines and appurtenances are noted or not noted on the Plans, so as to prevent any direct interference with underground lines being constructed.

The Contractor is responsible for coordinating said work with the utility companies so as not to disrupt the progress of the job nor the workmanship of said improvement. All existing utilities are to be located and adjusted by the various utilities concerned. All the utilities have been located on the drawings by the Engineer as designated by the utility companies. The Engineer does not assume responsibility for said locations. The Contractor must have the utility companies verify said locations.

The Contractor shall at his own expense properly support and maintain all public utility structures and facilities together with all other existing underground lines and appurtenances he may encounter in connection with the work, and shall replace any street signs, stop signs, bus station signs, etc., which may have to be removed temporarily and replace or repair any he may damage. The Contractor is cautioned to insure the safety of all persons with reference to overhead power lines.

Should the Contractor in course of the construction work cause any damage to the existing underground lines and appurtenances, he shall at his own expense restore or repair the damaged lines.

The Contractor shall carry out his work carefully and skillfully and shall support and secure public utility structures so as to avoid damage to them. Flow in drains and sewers shall be satisfactorily maintained. He shall not move without the owner's written consent any public utility structures, and at the completion of the work their condition shall be as safe and permanent as before. When public utility structures, facilities or equipment are damaged by the Contractor, he shall notify their owners, who may cause the damage to be repaired at the Contractor's expense. If the cost thereof is not paid by the Contractor within 30 days after repairs have been completed, the Municipal Engineer may retain an amount sufficient to cover the cost from any moneys due or that may become due the Contractor under this Contract. House service connections damaged by the Contractor shall be repaired by competent skilled mechanics.

When the removal, relocation or replacement of public utility structures or facilities is not deemed essential by the Engineer for carrying out the Project as planned, but is performed for the Contractor's convenience, the cost of such work shall be included in the prices bid for the various items scheduled in the Proposal. When such removal, relocation or replacement is deemed essential by the Engineer for carrying out the work of the Project as planned, the cost shall be borne by the City or by the owner of the utility in accordance with applicable Federal and State Laws and Regulations.

Due notice will be given to all interested parties in accordance with Revised Statutes 27:7-26 and 27, that all surface openings within the site of the Project shall be made prior to the laying of the finished pavement.

GC-6 MAINTENANCE AND PROTECTION OF TRAFFIC:

All roadways within the limits of the Project which are reserved for traffic shall be maintained by the Contractor free from obstruction and in a smooth riding condition at all times.

The Contractor shall always provide a safe driveway and/or walkway for the use of traffic and/or pedestrians to and from properties along the street. Such passageways shall be adequately maintained and provided with adequate signs, barricades, lights and watchmen.

In streets and roadways the Contractor will be responsible for the maintenance of traffic with a minimum of one lane open at all times. Where necessary, steel plates shall be employed to provide for the maintenance of traffic as directed by the Engineer. Under no circumstances will a street or roadway be completely closed to traffic without permission from the Engineer; and the Contractor, upon receiving permission from the Engineer; shall secure a Permit for Street Closing and/or Barricading for such closing.

The Contractor shall supply, erect, place and maintain in good and upright condition during the course of the work, barricades, warning signs, lights, flares, approved flashing electric flasher units, rubber traffic cones, and other warning and danger signals and devices, appropriate and adequate for the specific needs and subject to the Engineer's approval, at working sites, closed roads, intersections, open excavations, locations of material storage, standing equipment, and other obstructions, at points where the usable traffic width of the road is reduced, at points where traffic is deflected from its normal courses or lanes, and at other places of danger to vehicular or pedestrian traffic or to the completed work.

Signs, barricades, traffic cones, flares and electric flasher units shall be established, relocated, repaired and replaced in such a manner and at such times and places as may be necessary for adequate protection of vehicular and pedestrian traffic, subject to approval by the Engineer.

The Contractor shall provide sufficient watchmen and traffic directors and shall take all other precautions, including any which may be ordered by the Engineer that may be necessary for the safety of the public and protection of the work.

When detours are required due to the construction, such detours shall be established with the approval of Traffic Engineering in advance, and the Contractor at his own expense shall furnish, erect and maintain barricades as specified above to close the street or highway and protect traffic and his work at the beginning and end of the detour.

The Contractor shall take all precautions, including any which may be ordered by the Engineer that may be necessary for the safety of the public and the protection of the work during night time hours, with adequate patrolling during this period and replace missing flares and other lighting units.

Where traffic is to be maintained on main thoroughfares, the Contractor shall provide approved metal plates to cover open trenches, as directed by the Engineer. All signs and barricades shall conform to current specifications set forth in the "Manual on Uniform

Traffic Control Devices for Streets and Highways", U.S. Department of Transportation, Federal Highway Administration, as currently amended. In addition the Contractor shall comply with the requirements set forth in the Jersey City Division of Traffic Engineering "Traffic Barricade Manual".

The cost of Maintenance and Protection of Highway or Street Traffic as described above will not be paid for under any specific item, but the cost thereof shall be included in the prices bid for the various items scheduled in the Proposal, except when an Item for "Maintenance and Protection of Traffic" or specific Maintenance and Protection of Traffic items are scheduled in the Proposal.

GC-7 OTHER CONTRACTORS:

The right is reserved by the City to do work with its own employees or with the use of contractors and to permit public utility companies and others to do work during the progress of the Project within the limits thereof or adjacent thereto. The Contractor shall conduct his work and cooperate with such utility companies and others so as to cause as little interference as possible with their work, as the Engineer may direct. The Contractor shall allow other contractors and utility companies and their agent's access to their work within the site of the Project. The Contractor shall and hereby does agree, to make no claims against the City for additional payment due to delays or other conditions created by the operations of such other parties. If there be a difference of opinion as to the respective rights of the Contractor and others doing work within the limits of or adjacent to the Project, the Engineer will decide as to the respective rights of the various parties involved in order to secure the completion of the City's work in general harmony and in a satisfactory manner.

His decision shall be final and binding on, and shall not be cause for claims by the Contractor.

The Contractor will be held responsible for any damage done or caused by his work or forces to the work performed by other contractors or utility companies within or adjacent to the site of the Project, and he shall repair or make good any such damage in a manner satisfactory to the Engineer and without cost to the City.

GC-8 EXISTING MONUMENTS:

Existing monuments and title stones which need not be removed shall be left in place and protected by the Contractor against damage and dislocation. When relocation or change in the grade of existing monuments is necessary, they shall be protected in their original position until their removal is approved by the Engineer, and shall be reset when directed and in conformance with the new lines and grades to be furnished, by him. Monuments and title stones, that are to be left in place or reset and are removed without approval of the Engineer shall be replaced at the Contractor's expense. The cost of resetting monuments shall be included in the unit prices bid in the Proposal.

GC-9 PATENTS:

The Contractor shall hold and save the City of Jersey City, its officers, and employees, harmless from liability of any nature or kind, including costs and expenses, for, or an account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Technical Specifications.

GC-10 CONTRACT AND CONTRACT DOCUMENTS:

The Plans, Specifications and Addenda, if any, shall form part of the Contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The titles and headings of the Sections, Subsections and Subparts herein are intended for convenience of reference and shall not be considered as having bearing on their interpretation. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said 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.

The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

Working titles which have a masculine gender, such as "workman" and "flagman" and the pronouns and adjectives "he", "his" and "him" are utilized in the Contract Documents for the sake of brevity, and are intended to refer to persons of either sex.

When a publication is specified, it refers to the most recent date of issue, including interim publications, prior to the date of the receipt of bids for the Project unless the issue as of a specific date or year is provided for.

Anything mentioned in the Technical Specifications and not shown on Drawings, or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Engineer, for a decision.

The figured dimensions on the Drawings or notes indicating dimensions shall be used instead of measurements of the Drawings by scale, and shall be strictly complied with. No scale measurements shall be used as a dimension to work with except on large scale Drawings not dimensioned. In case of difference between small and large scale Drawings, the large scale Drawings shall govern.

GC-11 CONTRACTOR'S ORGANIZATION & EQUIPMENT:

Methods and Equipment. The Contractor shall at all times employ competent supervision, labor and adequate equipment for prosecuting the several classes of work to full completion in the manner and time required by these Specifications.

All workmen shall have sufficient skill and experience to perform properly the work assigned to them. Workmen engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Should the Contractor fail to remove any employee from work when requested or fail to furnish suitable and sufficient personnel and equipment for the proper prosecution of the work, the Engineer may suspend the work by written notice until compliance with such order.

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material men engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

All equipment which is used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no injury to the roadway, adjacent property, or other highways will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the Contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the Contract.

When the Contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than those specified in the Contract, he may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove the deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. Unless otherwise provided, no change will be made in basis of payment for the construction items involved nor in Contract time as a result of authorizing a change in methods or equipment under these provisions.

The Contractor and his Subcontractors shall not engage, on a full or part-time or other basis during the period of the Contract, any of the professional or technical personnel of the Division of Engineering, Traffic and Transportation or of any State, County or City Department, who are or have been at any time during the period of the Contract, or for 30 days prior to the award of the Contract, in the employ of such public agencies, except regularly retired employees, without the written consent of the public employer of such personnel.

No separate payment shall be made for Contractor's organization and mobilization of equipment; but the costs for this work shall be included in the prices bid for the various items scheduled in the Proposal, except when an Item for "Mobilization" or "Mobilization/Demobilization" is scheduled in the Proposal.

GC-12 SUPERINTENDENT AND WORKMEN:

The Contractor shall attend to the work personally or through a competent, English speaking superintendent on the work, authorized to receive and carry out instructions. The workmen shall be competent and shall perform their work in a neat and workmanlike manner. Any workman not properly qualified for his work or who is doing it in an unsatisfactory manner or contrary to the Specifications or the Engineer's instructions, or who is disorderly, shall be discharged if so requested by the Engineer, and shall not be employed again on the Project except with the approval of the Engineer. The superintendence and the number of workmen shall be sufficient, in the opinion of the Engineer, to insure the completion of the Project within the time stipulated therefor.

The Contractor shall also furnish to the City the telephone numbers of his superintendent and assistants for any emergency arising outside the normal work day schedule as a result of the Contract. If such an emergency does arise, and the City cannot contact the Contractor or his agents, or the Contractor or his agents do not arrive on the job site within two hours of such notification, the City reserves the right to correct the situation. Any costs incurred by the City shall be reported, in writing, to the Contractor for immediate payment. No additional estimates for work under this Contract shall be paid to the Contractor until the City is in receipt of payment for such emergency work.

GC-13 EQUIPMENT:

Good equipment only shall be used, and it shall be in proper working conditions. Sufficient equipment shall be used to insure the completion of the Project within the time specified. The equipment shall be operated so as not to damage public or private property. When a specific type or character of equipment is called for it shall be provided and used. All equipment shall be subject to the approval of the Engineer.

If the Contractor or his subcontractors do not own all or part of the equipment required, a written statement shall be submitted by the Contractor or his subcontractors, respectively, of the name and address of the owner or owners, stating that an agreement has been made to lease or loan the equipment and that in event of default, the Municipal Engineer has the right to take over and use such equipment or cause it to be used for completing the Project.

GC-14 WORKING SITE:

Any space that the Contractor may require for plant, equipment, storage or other purpose, in addition to that available therefore at the site of the Project, shall be procured by the Contractor and the cost thereof shall be included in the prices bid for the various items scheduled in the Proposal. In event of default the Municipal Engineer has the right to take over and occupy such space, or cause it to be occupied, for the purpose of completing the Project, at the Contractor's expense. If leased, the lease shall contain a provision that in event of default by the Contractor the lease may be assigned to the City or its nominee. The Contractor agrees in said default, that he will make such assignment.

GC-15 SANITARY PROVISIONS:

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees and for the use of government employees when the special provisions do not contain other provisions, to comply with the requirements of the State and local Boards of Health, or of other bodies or tribunals having jurisdiction. No direct payment will be made for the work required by this Subsection, but the costs thereof will be considered to be included in bid prices of the Contract. Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his health or safety.

GC-16 MATERIALS AND WORKMANSHIP:

All materials used in the construction shall be new, except where reclaimed materials are indicated, and shall be furnished by the Contractor, and shall be approved by the Engineer.

Request for approval of materials shall state the proposed source. All workmanship shall be satisfactory to the Engineer. Materials and workmanship not satisfactory shall be replaced by the Contractor without expense to the City.

The Contractor shall comply with provisions of the N.J. Revised Statutes 52:33-2 requiring that preference be given to the use of domestic materials.

The Contractor shall do all things necessary in connection with his work, and shall leave the premises in as good condition as found furnishing new materials and work if necessary.

The Contractor shall and will in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said Specifications and in accordance with the Plans and Drawings covered by this Contract and any and all Supplemental Plans and Drawings, and in accordance with the directions of the Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant

and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the City.

The Contractor shall furnish to the Engineer for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work.

Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

GC-17 TESTING AND INSPECTION OF MATERIALS:

All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be approved by the City. All labor, materials, equipment and services necessary to make the work comply with such requirements shall be provided without additional cost to the City of Jersey City.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with Specifications and suitability for uses intended.

GC-18 SAMPLES, CERTIFICATES AND TESTS:

The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the Contract Documents or required by the Engineer promptly after award of the Contract and acceptance of the Contractor's Bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the Project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies

with Contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the Project will comply with the samples and/or certified statements.

Approval of any materials shall be general only and shall not constitute a waiver of the City's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

Except as otherwise specifically stated in the Contract, the costs of sampling and testing shall be assumed by the Contractor. The Contractor shall furnish without extra cost, including packing and delivery charges, all samples and tests requested by the Engineer.

GC-19 CONTRACTOR'S TITLE TO MATERIALS:

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

GC-20 ASSIGNMENT OR NOVATION:

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Municipal Engineer provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Municipal Engineer. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for performed services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor services or supplying such materials, tools, or equipment.

GC-21 STORING OF MATERIALS:

All materials required in the work may be stored on the site upon which the work is to be constructed, subject to the approval of the Engineer. All such materials, tools and machinery shall be neatly and compactly piled in such manner as to cause the least inconvenience to the City and other contractors. All fire hydrants must at all times be kept free and unobstructed and water and gas shut off boxes, underground power and telephone

line manholes, sanitary and sewer manholes, must not be covered at any time by such materials.

Materials, tools and machinery shall not be piled or placed against shade trees unless they shall be amply protected against injury therefrom. All materials, tools, machinery, etc., stored upon public thoroughfares must be provided with flashing amber lights at nighttime to warn the traffic of such obstruction.

The Contractor shall arrange for the timely and orderly delivery of all materials and shall be responsible for their proper handling and protection.

Materials and equipment may be stored on the site, but the protection of same shall be the Contractor's responsibility. In storing materials within the site the Contractor shall consult with the Engineer.

GC-22 CLEANUP:

A. The Contractor shall at all times keep the Project site and adjacent areas free of waste material, debris, rubbish and other unsuitable materials caused by his employees or work and shall remove same from any area of the site at least daily and additionally, if in the opinion of the Engineer such material, debris, rubbish, equipment or other material constitutes a hazard or nuisance.

   The Contractor shall not allow equipment nor materials to encumber the flow of any watercourse. No equipment shall be left unattended in any watercourse.

B. Upon completion of the work and before the final acceptance of the Project, the Contractor shall remove all equipment, temporary work, unused and useless materials, rubbish and temporary buildings, shall repair or replace in an acceptable manner fences or other private or public property which may have been damaged or destroyed on account of the prosecution of the work, shall fill all depressions and water pockets on public and private property caused by his operations, shall remove all obstructions from waterways caused by his work, shall clean all drains and ditches within and adjacent to the site of the Project which has been obstructed by his operations, and shall leave the site of the Project and adjacent public and private property in a neat and presentable condition wherever his operations have disturbed conditions existing at the time of starting work.

The Contractor shall procure and submit to the Engineer signed statements from property owners affected that he has fulfilled his obligations in the matters enumerated above with regard to their respective properties. Payment for final cleaning up and restoration of property as above provided will not be made under any specific item but the cost of this work shall be included in the prices bid for the various items scheduled in the Proposal.

GC-23 AUTHORITY OF THE ENGINEER:

The Engineer shall make all necessary explanations as to the meaning and intent of the Contract Documents, shall give all orders and directions contemplated under the Contract, and in every case in which a difficult or unforeseen condition shall arise in the performance of the work the Engineer shall determine the adequacy of the Contractor's methods, plant, and appurtenances. The Engineer shall determine in all cases the quantity, quality, and acceptability of the several kinds of work and materials and shall determine all questions in relation to the work and the construction thereof.

In case there is any inconsistency or ambiguity in the Contract Documents brought to his attention by the Contractor, the Engineer shall base his decision upon the premise that the more stringent interpretation was made by the Contractor in the submission of his Bid. The Engineer shall decide any difference or conflicts which may arise between the Contractor and other Contractors of the City in regard to their work.

GC-24 APPEAL BY THE CONTRACTOR:

Should the Contractor take exception to any determination made by the Engineer relating to this Contract, the Contractor shall, within fourteen (14) calendar days, after receiving notification of such decision, file with the City a written notice of appeal, together with a full statement of facts as he believes them to be true. A copy of said notice and statement of facts shall be furnished to the Engineer.

Upon completion of the work, all matters of appeal shall be submitted to a Board of Arbiters, composed of three members, one of whom shall be appointed by the City, one by the Contractor, and the third member shall be chosen by the first two. The cost of appeal shall be borne by the Contractor in matters wherein the decisions of the Engineer are affirmed, and in other matters the costs shall be borne jointly by the Contractor and the City in such proportion as the Board of Arbiters shall determine.

The decision of the Board of Arbiters shall be conclusive and binding upon both the City and the Contractor.

GC-25 UNAUTHORIZED WORK:

Work done without lines and grade being given, work done beyond the lines and grades shown on the Drawings or as given, or any extra work done without written authorization, will be considered unauthorized. Such work will be at the expense of the Contractor and will not be paid for by the City. Work so done may be ordered removed, and/or replaced by the Engineer at the Contractor's expense.

GC-26 INSPECTION:

The City shall have the right to inspect all work in progress and done and all materials furnished, including the preparation, fabrication and manufacture in mill, plant, shop and field of the materials to be used, and may assign an Inspector or other authorized

representative for this purpose. The Contractor shall provide all facilities necessary for such inspection and shall furnish or cause to be furnished to the said Inspector or other authorized representative safe access at all times to the places where preparations, fabrication or manufacture of materials and construction of the work is in progress, as well as such information and assistance as may be required to make a complete and detailed inspection. The Engineer may undertake the inspection of materials at the source.

Manufacturing plants may be inspected periodically for compliance with specified manufacturing methods, and material samples will be obtained for laboratory testing for compliance with material quality requirements. In the event inspection is undertaken at the plant, the following conditions shall be met:

(a) The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.

(b) The Engineer shall have full entry at all times to such parts of the plant as may concern the manufacture or production of the materials being furnished.

If the Contractor is not the owner of the place where fabrication, preparation or manufacture is in progress, the owner thereof shall be deemed to be the agent of the Contractor with respect to the obligation assumed hereunder. The Contractor or his agent shall be responsible for the payment of claims for injuries to the City's authorized representative due to negligence on the part of the said Contractor or his agent. The cost of providing the necessary facilities, information, assistance and protection and of satisfying claims for injuries to the City's representative, as specified above, shall be included in the prices bid for the various items scheduled in the Proposal. If the Specifications, the Engineer's instructions, laws, ordinance or any public authority require any work be tested or approved, the Contractor shall give the Engineer timely notice of its readiness in writing for inspection by another authority other than the Engineer, the date fixed for such inspection shall be confirmed and made in writing.

Inspectors or other authorized representatives may be stationed on the work to report to the Engineer as to the progress thereof and the manner in which it is being performed, to inform him whenever it appears that the materials furnished and the work performed by the Contractor fails to conform to the requirements of the Plans and Specifications; and to direct the attention of the Contractor to such failure. The inspection, however, shall not relieve the Contractor from his obligations to furnish materials or perform work in conformity with the requirements of the Plans and Specifications.

The Inspector or other authorized representative is not authorized to revoke, alter, enlarge, relax or release any requirements of the Specifications or to issue instruction contrary to the Plans and Specifications. If a difference of opinion arises between the Inspector and the Contractor relating to the materials furnished or the performance of the work, the Inspector has the authority to reject the materials and notify the Contractor that further work on the construction involved will not be authorized and will be subject to nonpayment until the question at issue can be referred to and decided by the Engineer.

No work shall be closed or covered up until it has been duly inspected and approved. Should completed work be covered, the Contractor shall, at his own expense, uncover all such work so that it can be properly inspected; and after inspection, he shall properly repair and replace all such work if found defective.

At any time during the progress of the work and up to the date of final acceptance, the Engineer shall have the right to reject any work which does not conform to the requirements of the Contract Documents, even though such work has been previously inspected and paid for. Any omissions or failure on the part of the Engineer to disapprove or reject any work or materials at the time of inspection shall not be construed as an acceptance of any defective work or materials. If any work or materials shall be condemned by the Engineer as defective or improperly done, the work shall be removed and/or reconstructed and replaced in a manner satisfactory to the Engineer and consistent with the intent of the Contract.

The Contractor shall notify the Engineer at least 72 hours prior to start of work of any change in the approved project schedule. In addition, the Contractor shall notify the Engineer during regular working hours on the day prior to any projected interruption in his operations.

Failure to give the proper notification as provided above may result in the rejection of uninspected work and materials, and a reduction in the final payment, in accordance with the liquidated damages sections of these Specifications.

The Contractor shall allow at all times any authorized persons representing the City of Jersey City, their consultants and the granting agencies to inspect the site.

GC-27 WORKING HOURS:

Working hours shall be between the hours of 8:00 A.M. and 4:30 P.M., prevailing time. Working before 8:00 A.M. or after 4:30 P.M. shall not be permitted except upon authorization by the Engineer. No work other than maintenance work shall be performed on Saturdays, Sundays, or legal holidays, except in the case of emergency and then only to the extent necessary and with the written approval of the Engineer. Should permission be obtained to perform night work, the Contractor shall provide, at his own expense, all lighting, safety and other facilities necessary for such work.

GC-28 INSPECTION SERVICES:

The wages and overhead of inspectors employed by the City shall be paid by the City except that the cost of such services required anytime on Saturdays, Sundays, or City holidays, or on weekdays outside of the hours 8:00 a.m. to 4:30 p.m. inclusive, shall be borne by the Contractor. The amount to be paid for by the Contractor for inspection work required on Saturdays, Sundays, City holidays and off-hours shall be at the rate of Seventy-Five Dollars ($75.00) per hour per man for the inspectors and One Hundred Dollars ($100.00) per hour per man for the Engineer.

The cost of such services shall be deducted from payments due to the Contractor. If the Contractor is directed or requested in writing by the City or the Engineer to work Saturdays, Sundays, City holidays, or off-hours for the convenience of the City of Jersey City the above described reimbursement requirement will be waived.

GC-29 CONSTRUCTION LAYOUT:

The Engineer will provide base lines and vertical control points for locating the component parts of the work, which the Contractor shall verify and report any discrepancy in the information provided. The Contractor shall develop and make all surveys and measurements by utilizing a New Jersey licensed Land Surveyor and the equipment necessary to transfer line and grade from the base lines.

The Contractor shall maintain such control points furnished by the Engineer and shall layout line and grade stakes there from in order to perform his work under the Contract. If such points be damaged, lost, displaced or removed, they shall be reset or replaced by the Contractor. The Contractor shall be solely responsible for the finished work conforming to the lines and grades as indicated on the Plans. The Contractor shall be responsible for cut sheets and the actual stake out of such line and grade.

The Contractor shall notify the Engineer in writing not less than five days in advance when control points are required, and no claims shall be made because of delays if the Contractor fails to give such notice.

The Contractor shall be responsible for maintaining the points he has established. Any error or apparent discrepancies found in the Plans or Specifications shall be called to the Engineer's attention for interpretation prior to proceeding with the work.

No separate payment shall be made for the work described above; but the costs for this work shall be included in the prices bid for the various items scheduled in the Proposal; except when an item "Construction Layout" is scheduled in the Proposal. Periodic surveys will be required during construction. Full payment (100%) will not be made until survey shows work properly installed.

GC-30 CLAIM FOR ADDITIONAL COMPENSATION:

If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Engineer, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Engineer and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Engineer.

If, on the basis of the available evidence, the Engineer determines that an adjustment of the Contract Sum and/or Time is justifiable, the procedure shall be as provided in paragraphs 20 and 21 of the Information to Bidders.

GC-31 COMMENCEMENT AND PROCEDURE:

The Contractor shall commence work not later than ten (10) calendar days after execution of the Contract or as specified in the "Notice to Proceed" and shall continue operations without interruptions until the work is completed, except when weather or other conditions are interfering or the Engineer deems it advisable to suspend work.

The sequence of the work shall conform to the approved progress schedule submitted, provided, however, that said schedule may be modified from time to time as directed or approved by the Engineer. The Contractor shall give the Engineer not less than seven (7) days notice of the time and place or places he will start the work.

GC-32 NOTICE TO PROCEED:

A written "Notice to Proceed" will be issued by the Purchasing Agent for the City of Jersey City.

GC-33 PROGRESS SCHEDULE AND PRECONSTRUCTION:

After the execution of the Contract, but before the issuance of "Notice to Proceed" the Contractor shall contact the Engineer to set up a preconstruction conference.

At the conference, the Contractor shall furnish the Engineer with a "Progress Schedule" and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the "Progress Schedule" for his approval. Updated "Progress Schedules" shall be submitted with each monthly invoice. Progress Schedules shall be prepared utilizing recognized Critical Path Method techniques.

In addition to the "Progress Schedule, the Contractor shall submit to the Engineer a cost breakdown of his estimated cost of all Lump Sum work, so arranged and itemized as to meet the approval of the Engineer. This breakdown shall be submitted promptly after execution of the agreement and before any payment is made to the Contractor for the work performed under this Contract. After approval by the Engineer the prices established in the breakdown of Lump Sums shall be used in estimating the amount of partial payments for those items to the Contractor.

If required, the progress schedule shall be prepared on the basis of an accepted critical path method of scheduling. The progress schedule may be used as the basis for establishing major construction operations and as a check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project in accordance with the Plans and Specifications within the times set forth in the Proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall:

a. Submit a revised schedule for completion of the work within the Contract time.

b. Modify his operation to provide such additional materials, equipment, and labor necessary to meet the revised time estimates.

Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least twenty-four (24) hours in advance of resuming operations.

GC-34 LIMITATION OF OPERATIONS:

The Contractor shall conduct the work at all times in such a manner and in such sequence as will assure the least interference with traffic. The Engineer may require the Contractor to finish a section on which work is in progress before work is started on any additional sections if the opening of such section is essential to public convenience.

GC-35 SHOP DRAWINGS AND SAMPLES:

All required shop drawings, machinery details, layout drawings, samples, etc. shall be submitted to the Engineer for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said drawings, etc. until they are approved and no claim by the Contractor for extension of the Contract time will be granted by reason of his failure in this respect.

Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter or transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of Contract price and/or time. Otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

By approving and submitting Shop Drawings, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, and that he has checked and coordinated each Shop Drawing with the requirements of the work and of the Contract Documents. Shop Drawings shall be available on the site.

All calculations, if required, shall be signed and sealed by a New Jersey State licensed Professional Engineer. Date and reference of work shall be shown.

If a shop drawing is in accord with the Contract or involves only a minor adjustment in the interest of the City of Jersey City not involving a change in Contract price or time, the

Engineer may approve the drawing. The Engineer shall accept no responsibility for the Shop Drawings even though they carry his approval. The checking of the Shop Drawings is a gratuitous service to the Contractor and in no way relieves the Contractor of full responsibility for the completion of the job as drawn and specified. The approval shall be general and shall not relieve the Contractor from his responsibility for adherence to the Contract or for any error in the drawing and shall represent in substance the following:

"Any modification shown on the attached drawings is approved in the interest of the City of Jersey City to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice to any and all rights of the City of Jersey City under the Contracts and Surety Bond or Bonds."

Shop drawings and samples shall be dated and marked to show the names of the Project, Engineer, Contractor, originating subcontractor, manufacturer or supplier, and separate detailer if pertinent. Shop drawings shall completely identify Specification section and locations of which materials or equipment are to be installed. Reproductions of Contract Drawings are acceptable as Shop Drawings only when specifically authorized in writing by the Engineer.

Submission of shop drawings and samples shall be accompanied by 2 copies of a transmittal letter containing Project name, Contractor's name, number of drawings and samples, titles and other pertinent data.

Unless otherwise specified, the number of shop drawings and the number of samples which the Contractor shall submit and, if necessary, resubmit, is the number that the Contractor requires to be returned plus 2 copies which will be retained by the Engineer.

Submit minimum 4 prints of each shop drawing, including fabrication erection, layout and setting drawings and such other drawings as required under various sections of the Specifications, until final approval is obtained. Submit minimum 4 copies of manufacturers' description data including catalog sheets for materials, equipment and fixtures, showing dimensions, performance characteristics and capacities, wiring diagrams and controls, schedules, and other pertinent information as required. Where printed materials describe more than one product or model, clearly identify which is to be furnished.

Contractor is responsible for obtaining and distributing required approved prints of shop drawings to his subcontractors and material suppliers after as well as before final approval.

Contractor will keep one set of all approved shop drawings on the project site till completion of the entire Project.

GC-36 TIME FOR COMPLETION, LIQUIDATED DAMAGES AND EXTENSION OF TIME:

It is hereby understood and mutually agreed by and between the Contractor and the City of Jersey City that the date of beginning and the time for completion, as specified in the

Contract, of work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced within ten (10) calendar days from the execution of the Contract or as specified in the Notice to Proceed.

The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City of Jersey City that the time for the completion of the work described herein is a reasonable time for the completion of the same taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City of Jersey City then the Contractor does hereby agree, as a part of the consideration for the awarding of this Contract, to pay to the City of Jersey City the amount specified herein, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Proposal for completing the work.

Liquidated damages in the amount set forth in the following table will be charged for each calendar day of delay until the work is completed and accepted. The said amount is fixed and agreed upon by and between the Contractor and the City of Jersey City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City of Jersey City would in such event sustain, and said amount is agreed to be the amount of damages which the City of Jersey City would sustain and said amount shall be retained from time to time by the City of Jersey City from current periodical estimates.

CHARGE FOR LIQUIDATED DAMAGES FOR EACH DAY OF DELAY		
Original Contract Price		Calendar Day or Specified Completion Date
From More than	To and Including	
$ 0.00	$ 50,000.00	$ 200.00
$ 50,000.00	$ 100,000.00	$ 350.00
$ 100,000.00	$ 500,000.00	$ 550.00
$ 500,000.00	$ 1,000,000.00	$ 675.00
$ 1,000,000.00	$ 2,000,000.00	$ 800.00
$ 2,000,000.00	$ 5,000,000.00	$ 1,000.00
$ 5,000,000.00	-------	$ 1,500.00

It is further agreed that time is of the essence of each and every portion of this Contract and of the Specification wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the City of Jersey City determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the City of Jersey City. Provided further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the City of Jersey City;

b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, act of God, or of the public enemy, acts of the City of Jersey City, acts of another Contractor in the performance of a Contract with the City of Jersey City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, severe weather or contaminated soil;

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections a and b of this article: Provided further, that the Contractor shall, within ten (10) days from the beginning time prior to the date of final settlement of the Contract, notify the City of Jersey City in writing, of the cause of delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

Except where specifically provided in the Contract Documents the Contractor shall not make any claim for damages or additional compensation for any delay in or hindrance to the performance of this Contract occasioned by any act or omission to act by the City or any of its representatives, or for any of the reasons enumerated in this Subsection and agrees that any such claim shall be fully compensated for by an extension of Contract Time to complete performance of the Work.

GC-37 ACCEPTANCE OF WORK:

When the Project has been completed, the Contractor shall notify the Engineer in writing. If it be not acceptable to the Engineer he will advise the Contractor as to the particular defects to be remedied before final acceptance will be made. Payments made to the Contractor before the final acceptance, do not commit the Engineer to the acceptance of the Project. The final inspection and acceptance will be made by the Engineer when the Project has been completed.

The City shall not be precluded or estopped by any measurement, estimate, or certificate, made either before or after the completion and acceptance of the Project and payment therefor, if such measurement, estimate or certificate be found to be in error or untrue, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate or

certificate is incorrectly made or untrue, or that the work or materials do not conform in fact to the requirements of the Contract. The City of Jersey City shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate, and payment made in accordance therewith, from recovering from the Contractor and his Surety such damages as it may sustain by reason of the Contractor's failure to comply or to have complied with the terms of the Contract.

Neither the acceptance of the whole or any part of the Project by the Engineer or by any representative of the Engineer, nor any payment made for the work, nor any extension of time granted the Contractor, nor any possession taken by the Engineer, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or of any right to damage herein provided. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

GC-38 ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of Jersey City of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the City of Jersey City and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligation under this Contract or the Performance and Payment Bond.

GC-39 SUSPENSION OF WORK:

The Engineer may, by written order, suspend the performance of the work, either in whole or in part, for such periods as he deems necessary. Reasons for suspension of work include but are not limited to the following:

a) Due to weather or soil conditions or contamination considered unsuitable for prosecution of the work; or

b) For failure of the Contractor to:

1. Correct conditions unsafe for the workmen or the general public; or
2. Carry out orders given by the Engineer; or
3. Perform any provisions of the Contract.

Suspension of work on some but not all items will be considered "Partial Suspension". During a period of Partial Suspension Work shall continue in an uninterrupted manner on Items not affected by the Partial Suspension. Work of an emergency nature ordered by the Engineer for the convenience of public traffic and minor operations not affected by or connected with the cause of suspension may be performed during a period of total suspension, if permitted by the Engineer.

No compensation or allowance will be made on account of such suspensions unless they shall be for more than 10 working days in aggregate. Should these suspensions be for a total

of more than 10 working days and should the Contractor be put to additional expense on account thereof, he shall have the right to file with the Engineer a statement showing the character and amount of such additional expense and, if the Engineer deems it a proper charge, the Contractor will be reimbursed therefore. However, he shall have no claim for additional expense for said first ten days of suspension, and any claim for allowances as above provided shall be filed, in writing, with the Engineer before the expiration of the tenth day of suspension. No payment will be made for work done by the Contractor on suspended work.

Any adjustment of Contract Time for suspension of the work shall be as provided in subsection entitled TIME FOR COMPLETION, LIQUIDATED DAMAGES AND EXTENSION OF TIME.

GC-40 RIGHT OF THE CITY TO DECLARE CONTRACTOR IN DEFAULT:

The City of Jersey City has the right to declare the Contractor in default under the following circumstances:

a) If the Contractor fails to begin the work within the required time.
b) If the work to be done under this Contract is abandoned.
c) If the Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
d) If the Contractor fails to or refuses to regard laws, ordinances, regulations, and such orders as given by the City of Jersey City or Engineer with respect to the work.
e) If the Contractor, after notice from the Engineer, refuses or fails to supply enough properly skilled workmen or proper materials or equipment.
f) If the Contractor violates any of the provisions of this Contract or shall not perform the same in good faith.
g) If the Contractor refuses or fails to prosecute the work or any part thereof, including work not affected by a Partial Suspension during such period of Partial Suspension, with such diligence as will insure the work's completion within the specified period (or any duly authorized extension) or fails to complete the work or any part thereof within the prescribed period.
h) If the Contractor fails to make prompt payment to persons supplying labor or materials for the work.
i) If the Contractor assigns or sublets the work otherwise than as specified.
j) If the Contractor fails to remove an incompetent foreman or superintendent as requested by the Engineer.
k) If the Engineer is of the opinion, and has certified in writing, that the work or any part thereof is unnecessarily or unreasonably delayed, or that the Contractor is not complying with the order of the Engineer, or that sufficient workmen, materials, plant, tools, supplies, safety standards, or other means of carrying on the work are not provided to carry out all the requirements of the Contract.

The City of Jersey City shall serve written notice to the Contractor ordering the Contractor not to begin, or not to resume, or to discontinue all work under this Contract for any of the above stated reasons.

The City of Jersey City may then enter upon and take possession of the work, or any part thereof and may complete the work by purchase of necessary materials and equipment and by direct employment of labor; or the City of Jersey City may cause the work to be completed by other persons by contract without advertising; or the City of Jersey City may readvertise and relet the uncompleted portions of the work and all expenses or financial loss to the City of Jersey City by reason of any of the above methods for completing the unfinished work shall be deducted out of monies then due, or to become due the Contractor under this Contract.

In case such expenses shall exceed the amount which would have been payable under this Contract, if the same had been completed by the Contractor, the Contractor or his Sureties shall pay the amount of such excess to the City of Jersey City.

Should such expense be less than the amount payable, under this Contract, had the same been completed by the Contractor, the Contractor or his Surety shall receive the difference after deducting the amount retained as herein before specified.

All the work undertaken by the City of Jersey City, by contract or otherwise, shall be certified by the Engineer as to the amount of work done, the cost and amount of excess cost, if any. Such certification shall be binding and conclusive upon the Contractor, his Sureties, successors, assigns or lienors.

In case this Contract, or any alterations or modifications thereof be thus terminated, the decision of the City of Jersey City shall be conclusive, and said Contractor shall not be allowed to claim or receive any compensation or damages for not being allowed to proceed with the work.

GC-41 REMOVAL OF EQUIPMENT:

In case of termination of work, from any cause whatever, prior to completion, the Contractor shall promptly remove all or any part of his equipment and supplies, as may be directed to be removed in a written notice from the City, from the work. If such removal is not completed within five (5) working days after written notification by the City of Jersey City, the City of Jersey city shall have the right to remove such equipment and supplies at the expense of the Contractor.

GC-42 PAYMENTS:

The Contractor will be entitled to monthly payments for portions of the Project work which has been fully completed as required by the Contract to the satisfaction of the Engineer and such completion has been certified by the Engineer.

To insure proper performance of the Contract, the City shall retain a percentage of the amount of each estimate as herein after described until final completion and acceptance of all work covered by the Contract.

In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration, if the Contractor furnishes releases of liens for the materials at the time each estimate of work is submitted for payment. All materials and work covered by partial payments made shall thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as waiver of the right of the City to require fulfillment of all the terms of the Contract.

The Contractor agrees that he will indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have to be paid, discharged, or waived. If the Contractor fails to do so, then the City may, after having served written notice on the said Contractor, either pay unpaid bills, of which the City has written notice, directly, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor or his Surety.

In paying any unpaid bills of the Contractor, the City shall be deemed the agent of the Contractor, and any payment so made by the City, shall be considered as a payment made under the Contract by the City to the Contractor, and the City shall not be liable to the Contractor for such payment made in good faith.

A. LUMP SUM PAYMENTS:

The sum bid for any lump sum items shall constitute payment in full for all of the various classes of work, including materials, equipment and labor necessary or required to complete, in conformity with the Contract Documents, the entire Project work shown, indicated or specified under such lump sum item.

B. PROGRESS PAYMENTS:

(1) On lump sum items, the Contractor shall submit to the Engineer for his approval, prior to the start of the work under the Contract, a schedule giving a breakdown of labor, materials, equipment and other costs used in preparation of the bid. This schedule shall be in sufficient detail to indicate separate figures for excavation, concrete, reinforcing steel, equipment, and all other items which make up the lump sum price. This schedule shall be used in computing the periodic estimate which is issued monthly, and as a basis for negotiations concerning any credits which may arise during the execution of the work of this Contract.

(2) During the first ten days of each month, the Engineer, in consultation with the Contractor, will estimate the amount of work during the preceding calendar month. The quantities so determined will be used as the basis for a periodic estimate. The periodic estimate will be presented to the Engineer by the Contractor and shall indicate the value of the work performed and materials and equipment built into the Project, in accordance with the Contract.

As soon as practicable thereafter, the City will pay the Contractor an amount equal to the value of such work, materials and equipment indicated on the periodic estimate less the amount of all previous payments. The retainage as hereinafter described shall be deducted from each and every estimate presented during the Contract and shall be retained until final completion and acceptance of all work covered by the Contract.

(3) No claim by the Contractor for additional payment based on any error in any periodic estimate will be recognized.

(4) The City may withhold payment for any of the following:

a. Failure to submit a revised progress schedule, which has been approved by the Engineer, with each monthly invoice.

b. Defective work not corrected.

c. Claims filed or responsible evidence indicating probability of filing claims.

d. Failure of the Contractor to make proper payments to Subcontractor or for material or labor.

e. Unpaid damages by the Contractor to Subcontractor, the City or any other agency or person.

f. In the judgment of the Engineer the Project is not proceeding in accordance with the Contract or the Contractor is not complying with the requirements of the Contract Documents.

g. The Contractor is found to be in default.

(5) No payment voucher shall protect the Contractor and no claim shall be founded thereon by the Contractor in case of overpayment or in case it shall at any time appear that the Project or any part thereof have not been constructed, completed and maintained in strict accordance with the Contract Documents.

(6) No interim payment voucher shall be held to signify the approval of permanent work, materials, or other things to which such certificate relates and the Contractor shall not be relieved by any such certificates from any risks or liability to which he may be subject under the Contract until the Final Certificate hereinafter referred to has been granted to them.

(7) Errors in any monthly measurements or bill, on being discovered, shall be rectified by the Engineer in subsequent measurements and bills.

(8) If any work the value of which has been included in any interim bill is damaged or destroyed and has to be removed or reconstructed by the Contractor an amount representing the value of the work so damaged or destroyed, less any insurance monies therefore received by the City shall be deducted by the Engineer in succeeding monthly bills until such time as such work has been renovated or reconstructed.

(9) The State Law requires that all claims for payments must be approved by the governing body of the municipality. The Contractor should allow 4 to 6 weeks for receipt of partial payment after the payment has been approved by the Engineer.

C. RETAINAGE:

The following procedures will apply in accordance with the Contractor's chosen option of retainage as indicated on the proposal:

(1) An amount of ten percent (10%) of each and every payment made to the Contractor shall be withheld by the City until the Project is completed to the satisfaction of the City; and all Maintenance Bonds, Plans, Shop Drawings, etc., are in the possession of the City; and all other requirements of the Contract are met by the Contractor. The amount withheld shall be deposited with a banking institution or savings and loan association insured by an agency of the Federal government, in an account bearing interest at the rate currently paid by such institutions or associations on time or savings deposits. Any interest accruing on cash payments withheld shall be credited to the City.

(2) Whenever any Contract, the total price of which exceeds $100,000.00, is entered into by the City for the construction, reconstruction, alteration or repair of any building, structure, facility or other improvement of real property, the amount of withholding enumerated in Item (1) shall be reduced to two percent (2%) pursuant to N.J.S.A. 40A:11-16.3. All other provisions of Item (1) shall remain in full force and effect.

(3) In lieu of the withholding of funds as prescribed in Item (2) above, the Contractor may agree to deposit with the City prior to each and every payment negotiable bearer bonds of the State of New Jersey, or negotiable bearer bonds or notes of any political subdivision of the State, the value of

which is equal to the amount necessary to satisfy the amount that otherwise would be withheld pursuant to Item (2) above. The nature and amount of the bonds or notes to be deposited shall be subject to the approval of the City and shall be deposited prior to each partial payment. For purposes of this section, "value" shall mean par value or current market value, whichever is lower. The bonds shall be returned to the Contractor pursuant to the same conditions for retainage which is stated in Item (1) above.

The bidder shall denote in the Proposal the method of his choice in accordance with the above amount.

As to the subject retainage, the above provisions are controlling and any and all other references to retainage in these specifications which conflict with the above sections shall be interpreted in the light of the above and, this section taking a precedent over any other.

D. FINAL PAYMENT:

(1) Upon written notice from the Contractor that the Project is complete, the Engineer will make a final inspection and will notify the Contractor in writing of any particulars in which this inspection reveals that the work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.

(2) When the Contractor has completed all such corrections to the satisfaction of the Engineer and delivered all maintenance and operating instructions, schedules, as-built drawings, guarantees, bonds, certificates and other documents, all as required by the Contract Documents, he may make application for final payment. The Engineer will determine from actual as-built field measurement, the amount of the work performed by the Contractor, and also the value of such work under and according to the terms of the Contract. After final acceptance of the Project, completed, in place, tested and ready for use, the Engineer will process the final certificate for payment upon receipt of a Maintenance Bond as described in these Specifications. The final payment will include retainage and all other monies due the Contractor as determined by the Engineer. The final certificate will also serve as an instrument to recommend release of negotiable securities held as retainage.

(3) The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the City and others relating to or arising out of this work. No payment, however, final or otherwise shall operate to release the Contractor or his Sureties from any obligation under this Contract or the Performance and Payment Bond.

GC-43 MAINTENANCE BOND:

Before final payment is made, the Contractor shall furnish a surety corporation bond to the Engineer in a sum equal to ten percent (10%) of the final Contract price. The bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the Project by the Engineer and shall provide that the Contractor guarantees to replace for said period of one (1) year all work performed and all materials furnished that were not performed or furnished according to the terms and performance requirement of the Contract, and make good the defects thereof which have become apparent before the expiration of the said period of one (1) year.

The date of acceptance of the project is defined as the date when all punch list items have been completed to the satisfaction of the Engineer.

If, in the judgment of the Engineer, any part of the Project need be replaced, repaired or made good during the specified guarantee period, for the reasons stated above, he will so notify the Contractor in writing. If the Contractor refuses or neglects to start such work within five (5) days from the date of service of such notice or at such other time as the Engineer may direct, or if he fails to complete such work within the time prescribed by the Engineer, the Contractor agrees that the Engineer may have the work done by others and the cost thereof shall be paid by the Contractor, or his Surety. Before the Surety is released from its Bond, the Engineer shall certify in writing that the forgoing obligations have been duly performed.

No separate payment shall be made for the Maintenance Bond but the costs for this Bond shall be included in the prices bid for the various items scheduled in the Proposal.

GC-44 SUBCONTRACTING:

The Contractor shall not subcontract, sublet, sell, transfer, assign, or otherwise dispose of any portion of the contract work without written consent of the Engineer. Before consent is given to subcontract any work, the Contractor, if requested by the Engineer, shall present evidence that the proposed subcontractor is fully qualified to do the work. If consent is given, the Contractor will be permitted to subcontract a portion of the work, but shall perform with his own organization, work amounting to not less than fifty percent (50%) of the original Contract amount, except that any items designated in the Contract as "specialty items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the original Contract amount before computing the amount of work required to be performed by the Contractor with his own organization. No subcontracts shall relieve the Contractor of his liability under the Contract and Bonds.

No subcontract, approval of a subcontract, or any other action shall create any contractual relation between subcontractors and the City of Jersey City. The Contractor shall be liable and responsible for any action or lack of action of a subcontractor. Contractors and subcontractors shall be charged with all direct, imputed or presumed knowledge the others might possess.

Within ten (10) days after award, either by the Contractor or subcontractor, of any subcontract for performance of work at the construction site, the Contractor shall deliver to the Contracting Officer and Engineer an executed statement and acknowledgment in regard to award of subcontract and incorporation of labor clauses in the subcontract.

GC-45 PREVAILING RATE OF WAGES ON PUBLIC CONTRACTS:

The attention of all Bidders is specifically called to the fact that wage rates determined by the Commissioner of Labor and Industry, in accordance with the provisions of Chapter 150 of the Laws of 1963, commonly known as the Prevailing Wage Act, shall be required to be paid for all services performed under this Contract.

The wages to be paid for a legal day's work to laborers, workmen or mechanics employed upon the work contemplated by this Contract or upon any materials to be used thereon shall not be less than the "Prevailing Rate of Wage", pursuant to law, which Schedule of Wage Rates is on file in the office of the Purchasing Agent and hereby made part of this Contract.

The Act also provides among other requirements, the following, which are selected excerpts from the Statute: Every Contract in excess of $2,000.00 for any public work to which any public body is a party shall contain a provision stating the prevailing wage rate which can be paid (as shall be designated by the Commissioner) to the workmen employed in the performance of the contract and the contract shall contain a stipulation that such workmen shall be paid not less than such prevailing wage rate. Such contract shall also contain a provision that in the event it is found that any workman, employed by the Contractor or any Subcontractor covered by said contract, has been paid by such contract the public body may terminate the Contractor's or Subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the public body for any excess costs occasioned thereby.

The public body awarding any contract for public work or otherwise undertaking any public work shall ascertain from the commissioner the prevailing wage rate in the locality in which the public work is to be performed for each craft or trade needed to perform the contract and shall specify in the contract itself what the prevailing wage rate in the locality is for each craft or trade or classification of all workmen needed to perform the contract during the anticipated term thereof. Nothing in this act however shall prohibit the payment of more than the prevailing wage rate to any workmen employed on a public work.

Every Contractor and Subcontractor shall keep an accurate record showing the name, craft or trade and actual hourly rate of wages paid to each workman employed by him in connection with a public work and such records shall be preserved for two (2) years from date of payment. The record shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the commissioner.

The State of New Jersey Department of Labor and Industry prevailing wage rates are made a part of this Contract for performance of the work described.

GC-46 EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION:

Bidders (Contractors) are required to comply with the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. No firm may be issued a contract unless it complies with these affirmative action provisions. The following information summarizes the full, required regulatory text, which is included as Exhibit B of this bid specification:

After notification of award, but prior to signing the contract, the contractor shall submit to the Public Agency Compliance Officer and the New Jersey Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an Initial Project Workforce Report (Form AA201), provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the Public Agency Compliance Officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off the job programs for outreach and training of minorities and women.

GC-47 AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in construction contracting is prohibited. Bidders are required to read Americans With Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

GC-48 WARRANTY OF TITLE:

No material, supplies, or equipment to be installed as part of the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and, upon completion of all work shall deliver the same together with all work and appurtenances constructed or placed thereon by him to the City of Jersey City free from any claim, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any work or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of person furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such person to look to funds due Contractor in the hands of the City of Jersey City. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

GC-49 COMMUNICATIONS:

All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

GC-50 DEFECTIVE WORK:

All materials furnished and all work performed which, in the opinion of the Engineer, is not in accordance with the Plans and Specifications shall be removed from the City immediately, and other materials which are satisfactory shall be furnished and work which is satisfactory shall be performed. In the event that defects are discovered, the Contractor shall immediately take all actions necessary to correct any and all defects to achieve compliance with the Plans, Specifications or as directed by the Engineer. The Contractor is responsible for his own work and that of his subcontractors. The Contractor is to guarantee that all work and materials are in all respects conformable to the Plans and Specifications.

GC-51 RECORDS AND REPORTS:

At any time during normal business hours upon giving reasonable notice, the Contractor agrees to grant the City, the Comptroller General of the United States, or any of their duly authorized representatives access to all of his records and reports relating to this Contract. The Contractor agrees to maintain all records and reports relating to this Contract for a period of three years after final payment is made by the City and the Contract Work is accepted as complete. The provisions of this paragraph shall be inserted in all subcontracts by the Contractor.

GC-52 CORRELATED SPECIFICATIONS:

In addition to these Specifications, the following Standard Specifications & Codes shall be considered a part of these specifications where such specifications are applicable, and shall include all current changes and revisions:

1. New Jersey State Department of Transportation Standard Specifications for Road and Bridge Construction, 2007 as currently amended.
2. Uniform Construction Code, Chapter 23, Title 5, New Jersey Administrative Code.
3. Ordinances and Resolutions of the City of Jersey City.
4. American Society for Testing and Materials Standards.
5. National Standard Plumbing Code.
6. National Electrical Code.
7. American Concrete Institute Building Code.
8. Standard Specifications of the American Water Works Association.
9. Manual of Uniform Traffic Control Devices, 2009 as currently amended.
10. International Building Code, 2009 or as currently amended.
11. National Association of Aluminum Metal Manufacturers (NAAMM)

GC-53 USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY THE CITY:

The Contractor agrees to the use and occupancy of a portion or unit of the Project before formal acceptance by the City, provided the City:

a. Secures written consent of the Contractor; except in the event, in the opinion of the Engineer, the Contractor is chargeable with unwarranted delay in completing the contract requirements,

b. Secures consent of the Surety,

c. Secures endorsement from the insurance carrier (s) permitting occupancy of the building or use of the Project during the remaining period of construction, or

d. When the Project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit from the insurance carrier to complete construction.

GC-54 STATED ALLOWANCES:

The Contractor shall include in his Proposal the cash allowances if any, stated in the Technical Specification Conditions. The Contractor shall purchase the "Allowed Materials" as directed by the Engineer on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance", the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

GC-55 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS FOR CONSTRUCTION CONTRACTS

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which requires that each bidder (contractor) submit proof of business registration with the bid proposal or prior to the contract award. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

a) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

b) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;

c) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration not properly provided or maintained under a contract with a contacting agency. Information on the law and its requirements is available by calling (609) 292-1730.

SCHEDULE OF REQUIRED SUBMITTALS

SCHEDULE OF REQUIRED SUBMITTALS

NO.	SUBMITTAL ITEM	TIME OF SUBMISSION	CONSEQUENCES OF NON COMPLIANCE
1.	PROPOSAL	PRIOR TO BID OPENING	BID REJECTED
2.	CERTIFICATE OF EXPERIENCE OF GENERAL CONTRACTOR	WITH PROPOSAL	BID REJECTED
3.	CERTIFICATES OF EXPERIENCE OF SUBCONTRACTORS LISTED PURSUANT TO N.J.S.A. 40A:11-16	WITH PROPOSAL,OR WITHIN 24 HOURS OF BID OPENING	BID MAY BE REJECTED
4.	PLANT AND EQUIPMENT QUESTIONNAIRE OF GENERAL CONTRACTOR	WITH PROPOSAL	BID REJECTED
5.	PLANT AND EQUIPMENT QUESTIONNAIRE COMPLETED BY SUBCONTRACTORS REQUIRED TO BE NAMED PURSUANT TO N.J.S.A 40A:11-16	WITH PROPOSAL OR WITHIN 24 HOURS OF BID OPENING	BID MAY BE REJECTED
6.	NON-COLLUSION AFFIDAVIT	WITH PROPOSAL, OR WITHIN 24 HOURS OF BID OPENING	BID MAY BE REJECTED
7.	PUBLIC DISCLOSURE FORM	WITH PROPOSAL	BID REJECTED
8.	BID GUARANTEE	WITH PROPOSAL	BID REJECTED
9.	CONSENT OF SURETY	WITH PROPOSAL	BID REJECTED
10.	NEW JERSEY BUSINESS REGISTRATION CERTIFICATES FOR GENERAL CONTRACTOR AND ALL SUBCONTRACTORS LISTED PURSUANT TO N.J.S.A. 40A:11-16	WITH PROPOSAL OR PRIOR TO AWARD OF CONTRACT	BID MAY BE REJECTED
11.	EQUALITY INFORMATION ON SUBSTITUTED ITEMS (IF APPLICABLE)	WITH PROPOSAL OR WITHIN 24 HOURS OF BID OPENING	BID MAY BE REJECTED
12.	WRITTEN ACKNOWLEDGEMENT OF ADDENDA (IF ISSUED) PURSUANT TO N.J.S.A. 40A:11-23.2,E	WITH PROPOSAL (SEE BID FORM P-1)	BID REJECTED
13.	PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATES FOR GENERAL CONTRACTOR AND ALL SUBCONTRACTORS LISTED PURSUANT TO N.J.S.A. 40A:11-16	WITH PROPOSAL, OR PRIOR TO CONTRACT AWARD	BID REJECTED (SEE SECTION 8 OF INFORMATION TO BIDDERS)
14.	EXHIBIT B: MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE	WITH PROPOSAL, OR WITHIN 24 HOURS OF BID OPENING	BID MAY BE REJECTED
15.	MWBE (CONTRACTOR COMPLIANCE PLAN)	WITH PROPOSAL, OR WITHIN 24 HOURS OF BID OPENING	BID MAY BE REJECTED

16.	INITIAL MANNING REPORT (JCAA-1)	AFTER NOTIFICATION OF AWARD BUT PRIOR TO SIGNING A CONSTRUCTION CONTRACT	FORFEITURE OF BID SECURITY
17.	MONTHLY PROJECT WORKFORCE REPORT	EVERY SEVENTH (7TH) OF THE MONTH THEREAFTER FOR THE DURATION OF CONTRACT	DEFAULT OF CONTRACT
18.	INSURANCE CERTIFICATES	PRIOR TO EXECUTION OF CONTRACT BY THE CITY	FORFEITURE OF BID SECURITY
19.	PERFORMANCE AND PAYMENT BOND	PRIOR TO EXECUTION OF CONTRACT BY THE CITY	FORFEITURE OF BID SECURITY
20.	EXECUTION OF CONTRACT AGREEMENT	WITHIN 10 DAYS OF CITY NOTICE OF CONTRACT AWARD	FORFEITURE OF BID SECURITY
21.	CONSTRUCTION PERMITS	PRIOR TO START OF CONSTRUCTION (WHERE REQUIRED)	DEFAULT OF CONTRACT
22.	SUBCONTRACTOR PREQUALIFICATION AND INSURANCE OTHER THAN THOSE LISTED UNDER N.J.S.A. 40A:11-16	PRIOR TO SUBCONTRACTOR'S PARTICIPATION	DENIAL OF SUBCONTRACTOR OR DEFAULT
23.	MATERIAL CERTIFICATIONS	PRIOR TO INCORPORATION IN PROJECT	REMOVAL OF UNAPPROVED MATERIALS OR DEFAULT OF CONTRACT
24.	SHOP DRAWINGS	PRIOR TO INCORPORATION IN PROJECT	REMOVAL OF UNAPPROVED MATERIALS OR DEFAULT OF CONTRACT
25.	PRECONSTRUCTION PHOTOGRAPHS	PRIOR TO COMMENCEMENT OF WORK OR STOCKPILING OF MATERIALS (WHERE REQUIRED)	DEFAULT OF CONTRACT
26.	NOTIFICATION TO PUBLIC UTILITIES	PRIORTO COMMENCEMENT OF WORK	DEFAULT OF CONTRACT
27.	COMMENCEMENT OF WORK RECEIPT EXECUTED	WITHIN 10 DAYS OF CONTRACT OR AS STATED IN "NOTICE TO PROCEED"	DEFAULT OF CONTRACT
28.	CLAIMS FOR EXTRA COST	WITHIN 48 HOURS OF INSTRUCTIONS FROM ENGINEER	DENIAL OF CLAIM
29.	CONSTRUCTION SCHEDULE/PERIODIC ESTIMATES	PRIOR TO COMMENCEMENT OF WORK AND FOLLOWING WITH EACH PARTIAL PAYMENT	PROCESSING OF PAYMENT WITHHELD UNTIL UPDATED AND APPROVAL RECEIVED

30.	REQUEST FOR ADDITIONAL TIME	WITHIN 10 DAYS OF BEGINNING OF DELAY	DENIAL OF REQUEST, LIQUIDATED DAMAGES
31.	WATER SAMPLE ANALYSIS OR OTHER REQUIRED TESTS	TESTING OF NEW WATER MAINS AND EQUIPMENT	NO ACCEPTANCE, FINAL PAYMENT WITHHELD

The contractor shall provide all submittals required under this contract whether or not listed above.

CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY

MANHATTAN AVENUE STREETSCAPE IMPROVEMENTS
JERSEY CITY PROJECT NO. E14-001

TECHNICAL SPECIFICATIONS

All workmanship and materials shall be in accordance with "New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction" (NJSS-2007).

ITEM 1 – SECTION 802 – TREE REMOVAL, GREATER THAN 12" DIAMETER

Description

Under this Item, the Contractor shall furnish all labor, materials, equipment and transportation necessary to remove and dispose of trees greater than 12" in diameter, as designated on the drawings or directed by the Engineer to be removed. Any trees less than 12" in diameter shall be removed at no cost to the City.

Methods of Construction

Cutting shall be performed in a safe, workmanlike manner. Branch systems shall be removed and tree trunks felled so that no damage is caused to existing trees to remain. Following cutting of branch and upper trunk portions of trees, remove stumps of trees by grubbing or as directed by the Engineer. Where grubbing will disturb or imperil the root or trunk systems of trees to remain, the stump shall be removed to 18 inches below existing grade by means of a mechanical stump chipper as ordered by the Engineer.

The area shall be backfilled to finish subgrade with suitable material excavated from other portions of the site.

In the performance of the work under this item, the Contractor will be held responsible for any damage to existing construction that is to remain in place. The Contractor shall use extreme care and exercise every precaution necessary to prevent damage or injury thereto. Any damage as a result of the Contractor's operations shall be repaired or replaced by him to the satisfaction of the Engineer at no additional expense to the City.

Removed material and debris shall not be placed or stored at the job site. As the work progresses, debris shall be immediately removed from the project site. Disposal of all debris shall be the responsibility of the Contractor and shall be at the Contractor's expense. The cost for disposal shall be included in the bid price of the various items. No additional payment will be allowed.

Care shall be taken by the Contractor to confine his operations to the immediate construction area. The Contractor shall be careful to avoid injuring any tree, bush, shrub, lawn or other material not necessary for the construction of the improvements.

Quantity and Payment

TREE REMOVAL, GREATER THAN 12" DIAMETER will be paid for on a unit price basis. The unit price bid shall include all labor and materials and all else necessary and incidental thereto to completely perform the work to be done under this Item in accordance with the Plans and Specifications or as directed by the Engineer.

ITEM 2 – SECTION 202 – EXCAVATION, TEST PITS (IF & WHERE DIRECTED)

Description

This work shall consist of the excavation and backfill of test pits including all necessary labor, equipment and materials incidental thereto at locations shown on the Plans or as directed by the Engineer.

Methods of Construction

Existing subsurface structures shall be located which may be affected by the proposed construction. Test pits shall be excavated to obtain the required information, as directed by the Engineer.

Excavations shall be shored, braced, and sheathed as conditions warrant. Test pits shall be backfilled in accordance with the requirements of NJSS Subsection 202.03.02.

Quantity and Payment

The quantities of EXCAVATION, TEST PITS for which payment will be made will be the actual quantities of material excavated measured by the cubic yard.

Payment for EXCAVATION, TEST PITS will be made for the quantity as above determined at the unit price bid per cubic yard. The bid unit price shall include excavation and removal of all roadway pavement, earth, brick, stone and concrete masonry, and other materials encountered of whatever nature the proper disposal of unsuitable and surplus materials, backfilling and all labor, materials, equipment, and all else necessary, therefore and incidental thereto to completely perform the work to be done under this Item in accordance with the Plans and Specifications or as directed by the Engineer.

ITEM 3 – SECTION 159 – CONSTRUCTION SIGNS
ITEM 4 – SECTION 159 – BREAKAWAY BARRICADES
ITEM 5 – SECTION 159 – DRUMS
ITEM 6 – SECTION 159 – TRAFFIC CONES

Description

The work under these Items shall consist of the furnishing, erection, placement, and maintenance of barricades, signs, reflectors, traffic cones, barrels and other signals and devices appropriate and adequate for the specific conditions and subject to the Engineer's approval, at working sites, open excavations, locations of material storage, standing equipment and other obstructions, at points where the usable traffic width of the road is reduced, at points where traffic is deflected from its normal courses or lanes, and at other places to maintain and protect vehicular or pedestrian traffic or the completed work.

Materials

All materials shall meet the requirements of NJSS Subsection 159.02.

Method of Construction

A. Traffic Control Coordinator

Prior to the start of construction, the Engineer shall be notified of the single supervisory level individual, trained in the principles of safe traffic control, who, along with the department representative, will be assigned the responsibility and authority for the implementation and maintenance of the traffic control plan.

B. Construction Signs

All signs shall be erected and maintained in a substantial manner to be approved by the Engineer, and shall be maintained so as to provide maximum visibility and legibility at all times.

When construction signs conflict with existing signs, the existing signs shall be covered. When construction signs are no longer required, they shall be removed. If they are temporarily not required, such as overnight, they shall either be temporarily removed or covered. Signs covered from view of the traveling public shall be completely covered with opaque material securely fastened so that it does not blow in the wind. Burlap shall not be used.

Signs, barricades, lights, pavement markings, and all other warning and protective devices shall be established, repaired, replaced, relocated, and removed by the Contractor at the locations and times and in the manner directed by the Engineer.

C. Traffic Control Devices furnished shall conform to the NJDOT Standard Road Construction/Traffic Control/Bridge Construction Details.

D. Traffic Control Plan

Before beginning work on any phase of the project, the Contractor shall prepare and submit for approval of the Engineer, a traffic control plan showing proposed construction signs, barricades, and other devices necessary to protect the public during that phase of his operation.

Quantity and Payment

The quantity of traffic control devices measured by the square foot, unit, or unit basis is the maximum quantity required to be in service at one time according to traffic control requirements.

Breakaway barricades will be measured by the number of units.
Construction signs will be measured by square foot.
Drums will be measured by the number of units.

Payment will be made under:

Pay Item	**Pay Unit**
CONSTRUCTION SIGNS	SQ. FT.
BREAKAWAY BARRICADES	UNIT
DRUMS	UNIT
TRAFFIC CONES	UNIT

ITEM 7 – SECTION 602 – INLET TYPE 'B' (IF & WHERE DIRECTED)

Description

The work under this Item shall consist of the construction of inlets, including demolition and disposal of existing inlets, excavation and backfill for the structures, furnishing and installing new pipe, if necessary, to connect to the existing pipe, and all necessary labor, equipment and materials incidental to construction of inlets, of the various types and sizes, in accordance with the Plans and Specifications at the locations shown on the Plans or as directed by the Engineer.

Materials

The castings for Inlets Type 'B' shall be Pattern Number 2618 and the curb pieces shall be Type 'N', as manufactured by Campbell Foundry Company of Harrison, New Jersey, or approved equal. Frames and grates shall be asphalt painted in the foundry. All new castings shall have bicycle safe grates.

Ladder rungs shall be drop type aluminum steps, spaced as shown on the construction details. Extruded aluminum ladder rungs shall be catalog number R-1982-W as manufactured by Neenah Foundry Company of Neenah, Wisconsin, or approved equal.

All other materials shall be in conformance with the requirements of NJSS Subsection 603.02.

Methods of Construction

Following excavation for the inlet, the Contractor shall properly prepare the subgrade and pour an eight inch (8") concrete footing of Class C concrete. Concrete blocks shall be laid up plumb and true to the required height to receive the casting. Concrete block shall be laid with staggered joints. All horizontal joints and all keyways of vertical joints of concrete block shall be filled with mortar.

A full depth channel of concrete brick and mortar or of poured concrete shall be built in each inlet. Channels shall be carefully constructed and aligned to allow for smooth flows of water through the inlet.

The casting shall be adjusted to finished grade with concrete brick and cement mortar as required, not to exceed 12" maximum. When the frame has been set in place to the proper grade, the frame shall be thoroughly bedded in mortar to form a bond between the flange and the top block.

Quantity and Payment

The quantity of INLET TYPE 'B' for which payment will be made, will be the actual number constructed in accordance with the Plans and Specifications or as directed by the Engineer.

Payment for INLET TYPE 'B' will be made for the actual number constructed as measured in the field by the Engineer at the unit price bid. The bid unit price shall include all demolition, excavation, shoring, bracing, dewatering, pumping, maintenance of flow, connecting of all pipes, furnishing and installing frames and gratings, wall drains, ladder rungs, construction and finishing of inlet channels, backfilling with suitable or required materials, compaction of backfill, disposal

of demolished structures and unsuitable materials, and all labor, materials, equipment, and all else necessary and incidental thereto to completely perform the work to be done under this Item in accordance with the Plans and Specifications or as directed by the Engineer.

ITEM 8 – SECTION 602 – RESET INLET WITH NEW FRAME, ECO CURB PIECE TYPE 'N' AND BICYCLE SAFE GRATE

Description

Under this Item, the Contractor shall furnish all labor and materials necessary to remove and reset existing inlet frames with new grates and curb pieces.

Materials

The grate castings for Inlets, Type 'B', shall be pattern number 2618, and the curb piece shall be Eco Curb Piece Pattern 'N', as manufactured by Campbell Foundry Company of Harrison, New Jersey, or approved equal. All materials shall be asphalt painted in the foundry.

Method of Construction

The Contractor shall supply and install the inlet frames and grates at the locations designated in the plan and as specified herein to the line and grade indicated by the Engineer. The existing frames and grates shall be removed and properly disposed of.

Pavement shall be cut with a straight and vertical face.

The masonry of the existing structures shall be removed to a proper depth below the existing castings and replaced with new brick and block, where and as directed by the Engineer.

After the frame is in place and mortar has sufficiently set, backfill shall be placed and compacted in six (6") inch lifts, in a manner suitable to the Engineer, to a height six (6") inches below the surface of the existing pavement. Immediately following, the Contractor shall place Hot Mix Asphalt Mix I-2 to a minimum compacted depth of six (6") inches around the entire paved periphery of the manhole to a height 1" below the top and tapered back to meet the existing pavement. Tack coat shall be applied to all vertical surfaces which contact the proposed pavement.

Immediately following, the Contractor shall place Hot Mix Asphalt Mix I-2 to a minimum compacted depth of six (6") inches around the entire paved periphery of the manhole to a height 1" below the top and tapered back to meet the existing pavement.

Quantity and Payment

The unit price bid under this Item shall include all labor, materials, equipment, tools, and all else necessary to remove, replace, and reset frames and grates at the locations shown on the plans and as specified herein.

Payment shall be made at the unit price bid for the actual number replaced as measured in the field by the Engineer.

ITEM 9 – SECTION 602 – RESET MANHOLE, 24", SANITARY SEWER, USING NEW CASTING
ITEM 10 – SECTION 602 – RESET MANHOLE, 30", SANITARY SEWER, USING NEW CASTING

Description

Under this Item, the Contractor shall remove the existing frame and cover and reset new castings to the proposed finished grade, as shown on the Plans and/or as directed by the Engineer.

Materials

Mortar shall be 1:2 cement-sand mortar. All materials shall meet the requirements of the NJSS Subsection 602.02.

Hot Mix Asphalt 19M64 shall be as specified in the 2007 Standard Specifications.

Backfill material shall be soil aggregate Type I-5 conforming to NJSS Table 901-02.

Manhole frames shall be Pattern No. 1007D and 1206 and manhole covers shall be Pattern No. 1007D and 4428, as manufactured by Campbell Foundry Corporation of Harrison, New Jersey, or equal.

Methods of Construction

The Contractor shall deliver the existing castings to the City utility maintenance yard on Duck Island. The Contractor will be responsible for the safekeeping of the reclaimed castings and shall replace, without additional compensation, any which may be lost or stolen, or which may become broken or damaged so as to be unusable, during their removal, cleaning or temporary storage at the project. The existing frames and grates and/or covers shall be removed carefully from the existing structures, and all concrete, mortar and other adhering matter shall be removed therefrom prior to resetting.

Pavement shall be cut with a straight and vertical face.

The masonry of the existing structures shall be removed to a proper depth below the existing castings and replaced with new brick and block, where and as directed by the Engineer.

The six-inch (6") thick concrete blocks shall be laid with broken joints, and all vertical and horizontal joints shall be filled with 1:2 cement-sand mortar. Concrete blocks shall be laid up plumb and true to the required height to receive the casting. Straight joints shall be not more than three-eighths of an inch (3/8") wide and radial joints not more than one-half of an inch (1/2") in average width. The masonry shall be carried to such a height that a mortar joint, no more than one-half of an inch (1/2") thick is needed for setting the head casting with use of one or two rows of bricks. The inside and outside walls of concrete block manholes shall be plastered with one half of an inch (1/2") thick coat of 1:2 cement-sand mortar, troweled to a smooth finish. Masonry shall be laid by skilled workmen and shall be neatly and accurately brought to the dimensions of the base of the frame. The last full course of concrete block or brick shall be carried to such a height that a mortar joint not more than 1 inch in thickness is needed for setting frame. When the frame

has been set in place to the proper grade, the flange shall be thoroughly mortared to form a bond between the flange and the top block.

After the frame is in place and mortar has sufficiently set, backfill shall be placed and compacted in six (6") inch lifts, in a manner suitable to the Engineer, to a height six (6") inches below the surface of the existing pavement. Immediately following, the Contractor shall place Bituminous Concrete Mix I-2 to a minimum compacted depth of six (6") inches around the entire paved periphery of the manhole to a height 1" below the top and tapered back to meet the existing pavement. Tack coat shall be applied to all vertical surfaces which contact the proposed pavement.

Immediately following, the Contractor shall place Hot Mix Asphalt 19M64 to a minimum compacted depth of six (6") inches around the entire paved periphery of the manhole to a height 1" below the top and tapered back to meet the existing pavement.

Quantity and Payment

The quantity of RESET MANHOLE, SANITARY SEWER, USING NEW CASTING for which payment will be made will be the actual number constructed in accordance with the Plans and Specifications or as directed by the Engineer.

Payment for RESET MANHOLE, SANITARY SEWER, USING NEW CASTING will be made for the quantity of reset manhole castings or new castings as above determined at the unit prices bid, which prices shall include the cost of excavation, resetting existing or new frames and covers, backfilling with suitable or required materials, compaction of backfill, tack coat, Hot Mix Asphalt 19M64, all masonry work, disposal of unsuitable materials, restoration of area adjacent to this work, in kind, including but not limited to pavement, curb, and sidewalk, construction complete as specified, and all labor, materials, equipment, expenses, costs, and all else necessary therefore and incidental thereto to completely perform the work to be done under this Item in accordance with the Plans and Specifications or as directed by the Engineer.

ITEM 11 – SECTION 158 – INLET FILTER, TYPE 2

Description

This Item shall consist of the furnishing, installing, and maintaining and placing soil erosion control measures at the locations shown on the plans, or as directed by the Engineer.

Materials

Materials shall conform to NJSS Subsection 158.02.

Methods of Construction

Methods of construction shall conform to NJSS Subsections 158.03.02.

Quantity and Payment

Payment for this Item will be made at the price bid in the proposal, which price shall include the cost of furnishing and installing complete, all materials necessary for the fabrication, assembly, erection, and all equipment, labor, and all else necessary therefore and incidental thereto, and the removal of the items upon completion of the project.

ITEM 12 - SECTION 701 - JUNCTION BOX ITS RELOCATION

Description

Under this Item, the Contractor shall reset junction box frame and covers to the proposed finished grade, as shown on the Plans and/or as directed by the Engineer.

Materials

All materials shall meet the requirements of the NJSS Subsection 701.02.

The Contractor shall provide field measurements of the junction box frame and cover to be reset and submit shop drawings for review by the Engineer.

Methods of Construction

Methods of Construction shall conform to NJSS Subsection 701.03.11.

The Contractor shall dispose of the existing junction box frame and covers. The Contractor will be responsible for the safekeeping of the reclaimed castings and shall replace, without additional compensation, any which may be lost or stolen, or which may become broken or damaged so as to be unusable, during their removal, cleaning or temporary storage at the project. The existing box and frames shall be removed carefully from the existing structures, and all concrete, mortar and other adhering matter shall be removed therefrom.

Excavation shall be performed with a straight and vertical face.

Immediately following, the Contractor shall place concrete around the entire paved periphery of the junction box.

Quantity and Payment

The quantity of JUNCTION BOX ITS RELOCATION for which payment will be made will be the actual number constructed in accordance with the Plans and Specifications or as directed by the Engineer.

Payment for JUNCTION BOX ITS RELOCATION will be made for the quantity constructed as determined at the unit prices bid, which prices shall include the cost of excavation, resetting new frames and covers, backfilling with suitable or required materials, compaction of backfill, all masonry work, disposal of unsuitable materials, restoration of area adjacent to this work, in kind, including but not limited to pavement, curb, and sidewalk, construction complete as specified, and all labor, materials, equipment, expenses, costs, and all else necessary therefore and incidental thereto to completely perform the work to be done under this Item in accordance with the Plans and Specifications or as directed by the Engineer.

ITEM 13 – SECTION 607 – 9" X 20" CONCRETE VERTICAL CURB

Description

The work shall consist of all necessary excavations, removal and disposal of existing curb and pavement, setting of forms, placing of concrete, removal of forms, finishing of concrete, furnishing and installing hot mix asphalt base course, and backfilling of curb excavations, in accordance with the Plans and Specifications.

The Contractor shall adhere to NJSS Subsection 504.03.02 C.1, regarding Cold Weather Concrete. This is defined when the ambient temperature is below 40°F. Appropriate admixtures may be required.

It will be the sole discretion of the City whether or not concrete work will be performed between November 15th and March 15th.

The City will obtain the services of an independent laboratory for concrete samples and testing.

Materials

The material under this item shall conform to the requirements of NJSS Subsection 607.02 for concrete curb and NJSS Subsection 401.02 for hot mix asphalt base course, 19M64.

Concrete must be NJDOT approved materials.

The concrete shall be Ready-Mixed Concrete supplied by a manufacturer approved by the Engineer. Concrete shall be mixed with coarse aggregate Size Number 57 as specified in NJSS Section 914 and shall be air-entrained. The air content of the concrete shall be six percent plus or minus one percent (6% ±1 %). The compressive strength of the concrete shall be thirty-five hundred pounds per square inch (3500 psi) after twenty-eight (28) days curing time in accordance with ASTM C39-81. The concrete shall be of a consistency to produce a slump of two inches (2") to four inches (4") in accordance with ASTM C443-79.

Concrete shall be Portland cement, Class B with 6% air entrained.

Methods of Construction

Methods of Construction shall conform to the requirements of NJSS Subsection 607.03.

Excavation for curb shall be neat and uniform. In fill areas the curb shall not be laid until the foundation material has been thoroughly compacted and inspected by the Engineer.

The Contractors shall cut the existing pavement in a true and straight line a maximum distance of one (1') foot from the face of the existing curb in order to facilitate removal of same without inflicting any damage on the remaining pavement. The curb to be replaced shall be completely removed and all excess concrete and debris shall be removed from the job site by the Contractor.

Oiled wood or steel curb forms shall be set to the proper line and grade as established by the Engineer. Concrete shall be placed in the forms and rodded to prevent the formation of honeycombs. Before the concrete has taken its initial set, the top shall be finished with a wood float to an even, smooth and dense surface.

Construction joints shall be provided every 20 feet alternating with expansion joints to provide a curb with a construction or expansion joint at 10-foot intervals. Construction joints shall be formed using steel plates and shall extend through the entire width and depth of the curb.

Expansion joints through and adjacent to the curb shall be included in the unit price bid for curb.

As soon as the forms can be removed, the face shall be finished to an even, smooth and dense surface. The edges shall be neatly rounded to the radius required on the detail sheet and the finished work shall have a neat and workmanlike appearance.

Quantity and Payment

The quantity of 9" X 20" CONCRETE VERTICAL CURB for which payment will be made includes all materials, equipment, forms, tools, labor, excavation and backfilling, and all else necessary to construct the concrete curb and furnish and install pavement base repair, as shown on the Plans and as specified herein.

Payment for this Item shall be made at the unit price bid per lineal foot of concrete curb for the actual number of lineal feet of curbing installed as measured by the Engineer. There will be no extra payment for depressed curb.

ITEM 14 – SECTION 606 – CONCRETE SIDEWALK, 4" THICK
ITEM 15 – SECTION 606 – CONCRETE DRIVEWAY, REINFORCED, 6" THICK (IF & WHERE DIRECTED)

Description

This work shall consist of the making of all necessary sawcuts, excavations, removal and disposal of existing sidewalk, excavated material, preparation of subgrades, resetting utility boxes, setting of forms, placement of dense-graded aggregate, placement and finishing of concrete, and revegetating all disturbed areas with topsoil, fertilizer, seed and mulch. The concrete sidewalk shall be four inches (4") thick, and six inches (6") thick at driveway openings. The sidewalk shall be constructed of Portland cement concrete cast in place to the prescribed lines, grades, contours and dimensions where and as shown on the Plans or as directed by the Engineer.

Under this Item, the Contract shall topsoil, fertilize, and seed all vegetated areas that are disturbed.

The Contractor shall follow the NJDOT Standard Construction Details when constructing the public sidewalk curb ramps.

The Contractor shall adhere to NJSS Subsection 504.03.02 C.1, regarding Cold Weather Concrete. This is defined when the ambient temperature is below 40°F. Appropriate admixtures may be required.

It will be the sole discretion of the City whether or not concrete work will be performed between November 15th and March 15th.

The City will obtain the services of an independent laboratory for concrete samples and testing.

Materials

Materials shall conform to NJSS Subsection 606.02, amended to include the following:

Dense graded aggregate shall consist of material conforming to the requirements of NJSS Subsection 901.10.

Concrete must be NJDOT approved materials.

The concrete shall be Ready-Mixed Concrete supplied by a manufacturer approved by the Engineer. Concrete shall be Class B with coarse aggregate Size Number 67 as specified in NJSS Section 914 and shall be air-entrained. The air content of the concrete shall be six percent plus or minus one and one-half percent (6% ±1.5%). The compressive strength of the concrete shall be thirty five hundred pounds per square inch (3500 psi) after twenty-eight (28) days curing time in accordance with ASTM C39-81. The concrete shall be of a consistency to produce a slump of two inches (2") to four inches (4") in accordance with ASTM C443-79.

Curing material shall be clear or translucent liquid compound in accordance with NJSS Subsection 405.14.

Welded wire reinforcement shall conform to NJSS Subsection 905.11.

Topsoil, fertilizer and seed shall conform to NJSS Subsections 804.02 and 806.02.

Methods of Construction

All sidewalks shall be constructed with a transverse slope of one quarter of an inch (1/4") per foot (1') to produce drainage from the property toward the pavement. Where conditions dictate a change in this slope, the Contractor shall bring it to the attention of the Engineer before proceeding with the work. Full depth joints shall be placed every four feet (4').

All manhole frames and covers, water boxes, and other utility boxes shall be set to finished grade by the Contractor before any concrete is poured.

Any tree roots which are encountered in the course of excavation for sidewalk shall be exposed and cut by the Contractor. When forming the sidewalk adjacent to trees, a rigid form shall be used and shall be placed a minimum of one foot (1') from the edge of the tree or as directed by the Engineer.

Drains and filler caps where encountered shall be reset to the new sidewalk grade and all costs incurred for the proper resetting of same shall be included in the unit price bid for the concrete sidewalk.

Quantity and Payment

The quantity of these Items for which payment will be made will be the area in square yards actually constructed in accordance with the Plans and Specifications as measured by the Engineer.

Payment for these Items will be made for the quantity as above determined at the unit price bid per square yard. The bid unit price shall include all excavation, removal and disposal of sidewalk, tree root cutting, preparation of the subgrade, furnishing and installing dense graded aggregate, forming, curing compound, resetting water boxes, and other utility boxes, revegetating disturbed areas, and all labor, materials, equipment, and all else necessary and incidental thereto to completely perform the work to be done under this Item in accordance with the Plans and Specifications or as directed by the Engineer.

ITEM 16 – SECTION 606 – DETECTABLE WARNING SURFACE

Description

This work shall consist furnishing all material, equipment, tools and labor necessary for the placement of detectable warning surface on curb ramps complete and ready for service at the locations specified on the Plans or as directed by the Owner. All work shall be in accordance with the details or standards shown in the contract documents.

Materials

Materials shall conform to the requirements of NJSS Subsection 606.02 as follows:

Detectable Warning Surface shall be "tiles" made of homogenous glass and carbon, reinforced composite material or vitrified polymer composite (VPC) material with ultra-violet stabilized coating, to minimize color wear, and a "non-slip" surface, incorporating "truncated domes", made of same material. The nominal thickness of the detectable warning tile shall be 1/8" exclusive of the height of the truncated domes. The tiles shall be incompliance with applicable Americans with Disabilities Act Accessibility Guidelines (ADAAG) and American with Disabilities Act (ADA) regulations with regard to detectable warning surfaces.

Overall dimensions of the detectable warning surface shall be in accordance with this specification and the contract documents.

Unless otherwise called out in the contract documents, the detectable warning surface tiles shall be safety red in color, according to FED-STD-595 B, Color Chip No. 31350. The color shall be integral with the detectable warning device and shall not be surface applied. Paints or other surface coatings shall not be used. Product samples with proposed color shall be submitted to owner for approval prior to installation.

Methods of Construction

Detectable warning devices shall be installed in accordance with manufacturer's specifications and contract documents.

After the installation of the detectable warning surface tile, the surface of the tile shall be free of any debris, concrete and sealant and shall be cleaned according to the manufacturer's specifications.

The Contractor and manufacturer shall jointly warrant the installed detectable warning surface to last no less than two years without losing more than 1% of the truncated domes due to delaminating as a result of product failure and shall further warrant the surface for a minimum of five years against fading, chipping, peeling, cracking or loss of original shade due to sunlight, salt or exposure to weathering.

Quantity and Payment

DETECTABLE WARNING SURFACE, will be measured in square yards of finished surface and detectable warning surface, complete-in-place, and paid for at the contract unit price per square yard. This price shall be full compensation for furnishing and installing a detectable warning surface tile, including but not limited to layout, excavation, bedding, concrete surface preparation, saw-cutting, dowels, bars, surface sealant, repairs and cleaning of adjoining the areas disturbed by the installation and all other labor, tools, equipment, materials and incidentals necessary to complete the work.

ITEM 17 – SECTION 302 – DENSE-GRADED AGGREGATE (IF & WHERE REQUIRED)

Description

This work shall consist of preparation of subgrades, furnishing, placing, grading and compacting of Dense Graded Aggregate in accordance with the Plans and Specifications.

Materials

Dense Graded Aggregate Base Course shall consist of material conforming to the requirements of NJSS Subsection 901.10.

Methods of Construction

Method of construction shall be in accordance with NJSS Subsection 302.03.

Quantity and Payment

The quantity of DENSE-GRADED AGGREGATE for which payment will be made will be the quantity in tons actually constructed in accordance with the Plans and Specifications as measured by the Engineer.

Payment for DENSE-GRADED AGGREGATE will be made for the quantity as above determined at the unit price bid per ton. The bid unit price shall include preparation of subgrades, furnishing, placing, grading, and compacting the subbase material, and all labor, materials, equipment and all else necessary therefore and incidental thereto to completely perform the work to be done under this Item in accordance with the Plans and Specifications or as directed by the Engineer.

ITEM 18 – SECTION 404 – HOT MIX ASPHALT 19M64 BASE COURSE, 8" THICK

Description

This Item shall consist of placing Hot Mix Asphalt Stabilized Base Course, 19M64 Mix at a minimum compacted thickness of eight (8") inches, in two lifts on a prepared subbase in accordance with these Specifications and in conformity with the line and grade as shown on the Plans.

Materials

Materials shall conform to NJSS Subsection 401.02. Prime coat shall be cutback asphalt, medium curing type MC-30. Tack coat shall be cutback asphalt, rapid curing type RC-70.

Methods of Construction

The hot mix asphalt base course shall be applied by an approved paving machine in good operating condition. The material shall be constructed in two lifts to a compacted thickness of not less than eight inches (8").

All hot mix asphalt base course will be rolled initially with a two wheel ten ton roller operating immediately in back of the spreader. The second, third, and final rolling shall be performed with a two wheel tandem roller until the mixture is thoroughly compacted to the satisfaction of the Engineer.

All trucks delivering hot mix asphalt base course to the site shall have delivery tickets noting the weight of the material on the truck. These tickets shall bear the seal of a certified weigh master and one copy of the delivery ticket so certified shall be handed to a representative of the Owner on the site at the of delivery. The project name and NJDOT serial number must also be shown on the delivery tickets.

Measurement and Payment

The quantity of HOT MIX ASPHALT 19M64 BASE COURSE, 8" THICK for which payment will be made will be the number of tons actually constructed in accordance with the Plans and Specifications as measured by the Engineer.

Payment for HOT MIX ASPHALT 19M64 BASE COURSE, 8" THICK will be made for the quantity as above determined measured in tons at the price bid in the Proposal, which price shall include the cost of Hot Mix Asphalt Base Course complete, including prime coat, preparation of subbase, and all labor, materials, equipment, expenses, costs, and all else necessary, therefore and incidental thereto to completely perform the work to be done under this Item in accordance with the Plans and Specifications or as directed by the Engineer.

ITEM 19 – SECTION 404 – HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK

Description

This work shall consist of the excavation and removal of existing asphalt and concrete pavement, the furnishing, placing, spreading and compacting Hot Mix Asphalt Surface Course, 9.5M64 Mix in accordance with the Plans and Specifications.

The City will obtain the services of an independent laboratory for concrete samples and testing.

Materials

Materials shall conform to NJSS Subsection 401.02.

Tack Coat shall be cutback asphalt, rapid curing grade RC-70, conforming to NJSS Table 401.03.02-1.

Methods of Construction

A tack coat of material approved by the Engineer shall be applied to the existing surface at the rate of 0.02 to 0.10 gallons per square yard as directed by the Engineer prior to the placing of any bituminous concrete surface course. The cost for tack coat shall be included in the price bid for the respective Item.

Cracks and joints shall be blown out with compressed air at a minimum pressure of 90 psi to produce an opening completely void of all dirt and loose materials. The Contractor shall then proceed to pour the opening to within one half (1/2") inch of the existing surface.

When meeting existing paved areas, the existing paving shall be cut in a neat, straight line to allow for the smooth transition of the new paving to old pavement. The line thus trimmed out shall be cut to a minimum depth of 1½" and shall be tacked with cutback asphalt prior to placing any bituminous concrete surface course.

Contact surfaces of curbing, gutters, manholes and other structures shall be painted with a thin uniform coating of cutback asphalt, rapid curing type RC-70 tack just prior to the placing of bituminous concrete mixture against them.

The surface of the existing pavement upon which the bituminous concrete pavement is to be placed shall be dry, and free from frost and swept clean by the Contractor when the paving operations are about to start and shall be maintained in that condition.

Areas around manholes and storm water inlets shall be paved carefully using hot hand irons to smooth out any humps or roller marks. Manhole covers and inlet grates shall be protected from the accumulation of paving material during the paving operation. All covers, grates and curbs shall be left free of adhered tack coat and paving material. Inlets shall be cleaned of any material falling through the grates during the paving operation.

Care shall be taken that a tight neat joint is maintained at the curb line.

Variations not in excess of one quarter inch (1/4") plus or minus from the proposed final surface elevation and the actual final surface elevation will be acceptable provided there is no adverse effect on the drainage.

Under this item the Contractor shall be responsible for the resetting or the resetting by the respective owners of all utility castings, valve boxes, curb boxes, etc., not specifically paid for under other items in this contract. Any cost incurred for the above work and/or coordination shall be included in the unit price bid for this item.

All trucks delivering bituminous concrete surface course to the site shall have delivery tickets noting the weight of the material on the truck. These tickets shall bear the seal of a certified weigh master. One copy of the delivery ticket shall be provided to the Engineer at the time of delivery. The project name and NJDOT serial number must also be shown on the material tickets.

Quantity and Payment

The quantity of HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK for which payment will be made will be at the unit price bid for the actual number of tons constructed in accordance with the Plans and Specifications measured by the ton, as measured by the Engineer.

ITEM 20 - SECTION 401 - HOT MIX ASPHALT MILLING, 3" OR LESS

Description

Milling of hot mix asphalt shall consist of the removal of bituminous concrete to the prescribed depth as shown on the plans and as specified herein.

Equipment

The milling machine shall be a self-propelled planing, grinding, or cutting machine with variable operating speeds, capable of removing bituminous concrete without the use of heat.

The milling machine shall be equipped with automatic grade controls. The reference system may be either stringline or ski type. Use of the automatic grade controls will be required except at intersections and other locations where it is not practical.

Teeth in the milling drum that become dislodged, broken, or unevenly worn, shall be replaced immediately with teeth of the same length as the remaining teeth in that row.

Method of Construction

The test strip as directed by the Engineer shall be performed within the proposed limits of milling prior to commencement of the milling operations. The test strip shall be used to determine the machine and drum speeds of operation which will produce the proper surface texture and when profile milling is called for, to determine the cutting depth required to remove ruts and transverse corrugations.

The milling operation may begin when the above criteria have been established and approved. The machine shall be operated at the speeds of operation which will produce the proper surface texture and when profile milling is called for, to determine the cutting depth required to remove ruts and transverse corrugations. Test strips shall be constructed for each milling machine used.

The milling operation, including removal and proper disposal of the milled material, shall be carried out in a manner that will prevent dust and other particulate matter from escaping into the air.

The milled material is to be recycled at an approved facility. Material slips verifying the weight of the recycled material must be submitted to the Engineer. The milling equipment, where practical, shall be operated in such a manner as to produce milled material of which 95 percent will pass a 2-1/2" sieve.

The area of milling shall be cleared of all debris and power broomed to remove fine particles prior to milling. Disposal of debris shall be in accordance with NJSS Subsection 202.11.

Provisions shall be made for removal of any water that may be trapped due to the milling operation, such as by lateral saw cuts. In the event that all milled areas which are opened to traffic have not been milled to a flush surface by the end of the work day, the longitudinal edges of the

milled area, exceeding 1-1/2" high, shall be sloped and a smooth transition shall be provided at the transverse edges.

Areas to be milled not accessible to the milling machine shall be removed by other equipment.

Bituminous concrete below the specified level of milling that becomes dislodged or delaminated shall be removed and replaced with bituminous concrete without additional compensation.

Areas designated for base repair, either on the plan or if and where directed by the Engineer, shall not be paid under this item.

The surface of the milled area shall be swept clean prior to being opened to traffic and prior to the following construction or resurfacing stage. Sweepings shall be disposed of in accordance with NJSS Subsection 202.11.

Quantity and Payment

The quantity of HOT MIX ASPHALT MILLING, 3" OR LESS for which payment will be made will be the number of square yards actually milled as measured by the Engineer.

Payment for milling will be made for the quantity in square yards at the price bid per square yard for the item HOT MIX ASPHALT MILLING, 3" OR LESS.

ITEM 21 – SECTION 811 – SMALL DECIDUOUS TREE, 3-3.5" CAL., B&B (IF & WHERE DIRECTED)

Description

Under this Item the Contractor shall prepare the planting bed, excavate the holes, furnish and install the trees, backfill, stake, and guy all trees. The planting area shall be graded to a smooth grade sloping slightly away from the plant. Each tree provided shall be placed at the location designated on the Plans or where directed by the Engineer.

Materials

Plant material shall conform to the following:

Zelkova serrata 'Green Vase' (Green Vase Zelkhova), 3" – 3½" caliper
Full Head to 7'

All planting to be done whenever the weather and soil conditions are favorable or as otherwise authorized by the Owner or his representative. These trees are not recommended to be planted in the Fall. Therefore, the Engineer will coordinate the planting of these trees in the Spring or a comparable substitution will be made.

All plant material shall conform to the American Standard for Nursery Stock, as published by the American Association of Nurserymen, 1250 I Street, N.W., Suite 500, Washington, D.C. 20005.

All plants must be disease, fungi, and insect free upon delivery. All materials must be watered down and covered with a heavy tarpaulin while in transit. Upon arrival the tarp shall be lifted off the plant material. On-site storage of plant material shall be in accordance with the following:

1.) Roots and balls shall at all times be protected from the sun or from drying winds.

2.) Plants that are not immediately planted upon delivery shall be set on the ground and well protected with soil, wet moss, or other applicable material as approved by the Engineer.

3.) Trees with damaged limbs, trunks, and/or broken root balls will not be accepted.

4.) All synthetic (nylon, plastic, etc.) string and/or burlap to be removed from the root ball before planting.

Soil:

Topsoil furnished shall contain no stones, lumps, roots, or similar objects larger than one inch in any dimension, and shall have a pH value not less than 5.5 and not more than 7.5. If the pH value of the topsoil is less than 5.5, it shall be increased by applying ground limestone at the rate necessary to attain a pH value in the range required.

Topsoil shall have a minimum organic content of not less than 3.75 percent by weight. When the organic content of the topsoil furnished is less than 3.75 percent, it shall be increased by adding peat at the rate necessary to attain this minimum organic content range required.

Diameter and Depth of Size of Trees	Planting Holes
6 to 8 feet	30 inches by 19 inches
1 to 1½ inch caliper	34 inches by 21 inches
2 to 2½ inch caliper	36 inches by 22 inches
2½ to 3 inch caliper	40 inches by 26 inches
3 to 3½ inch caliper	44 inches by 30 inches

Should the ball be larger than specified, the excavation must have a twelve inch clearance around the entire ball. The depth of the hole should be deep enough to allow for a good six inches of drainage after being backfilled and firmed.

Backfill:

The entire excavation shall be backfilled with the prepared soil mix. The Contractor shall tamp the soil firmly, with left-over soil, from the excavation of the planting holes and then form a soil saucer around the outside edge of the hole. The area shall be watered thoroughly and mulched with double shredded hardwood mulch or as directed by the Engineer.

Guarantee:

The Contractor shall guarantee all plant material installed under this contract for a period of one year after the Owner's final acceptance of all planting.

The Contractor shall replace, at no additional cost to the Owner, any trees that are determined to be dead or that are, in the opinion of the Engineer, unhealthy.

Quantity and Payment

The quantity of SMALL DECIDUOUS TREE, 3-3.5" CAL., B&B for which payment will be made will be the actual number of SHADE TREES installed in accordance with the Plans and Specifications, or as directed by the Engineer.

Payment for SMALL DECIDUOUS TREE, 3-3.5" CAL., B&B will be at the unit bid price for shade trees installed as shown on the plans, or as directed by the Engineer. The bid price shall include all materials, topsoil, peat, stakes, guy wires, tools, labor, equipment, and all else necessary to prepare the beds and install the shade trees as shown on the plans and as described herein.

ITEM 22 – SECTION 804 – TOPSOILING, 4" THICK
ITEM 23 – SECTION 807 – FERTILIZING AND SEEDING, TYPE 'A'
ITEM 24 – SECTION 809 – STRAW MULCHING

Description

These Items shall include the work of preparing for use as topsoil, the materials obtained from stripping, furnishing topsoil as may be required in excess of that obtained from stripping, placing topsoil to a thickness of 4 inches, furnishing and placing lime, fertilizer, seed mixtures and grain mixtures and other materials herein specified at the locations specified and to the prescribed line and grades, and in accordance to the Plans and Specifications. Mulching shall include the furnishing, spreading and binding of hay on the disturbed areas, in accordance with NJSS Section 809.

Materials

Topsoil: All topsoil, which is required to be furnished from sources outside of the Project or Development, shall be a loam or clay soil. Any soil containing less than fifty (50%) percent sand by weight and containing not less than 1.5 percent organic matter by weight will be considered as a loam or clay soil. Stripped topsoil shall be cleaned of lumps, roots, matted leaves, stones more than two (2") inches in diameter, branches and other unsuitable matter. Growing weeds will be removed from stored topsoil immediately before it is used.

Seed Mixture: The seed mixtures shall be the newest crop seed and shall be as follows:

Kentucky Blue 15%	by weight
Chewings Fescue 30%	by weight
Alta or Ky 31 Fescue 30%	by weight
Red Top 10%	by weight
Perennial Rye 15%	by weight

The above mixture shall have a purity of 90% and germination of 90%.

All seed shall be accompanied by a certified weight slip, and an analysis of composition, purity and germination of the seed mixture. The above shall be furnished to the City Engineer prior to its use on the Project.

Lime: Shall be ground agricultural limestone containing not less than eighty (80%) percent calcium carbonate equivalent. The physical properties shall be as follows:
Minimum of 40% passing through 100 Mesh Sieve

Minimum of 98% passing through 20 Mesh Sieve

Fertilizer shall be commercial 5-10-10 and shall have the following analysis:

Nitrogen	-	5 parts
Available Phosphoric	-	10 parts
Potash	-	10 parts

Particle size	-	100% passing through No. 10 mesh Trace passing through No. 200 mesh

Each delivery of fertilizer shall be accompanied by a delivery slip indicating the number of bags and the weight. A chemical analysis of the composition of the fertilizer shall appear on each bag or on the delivery slip. The delivery slip shall be furnished to the City Engineer before the fertilizer is used on the Project and grade. Immediately grain mixture placed topsoil or supplier.

Hay: Hay shall be of timothy, red top, or native grasses approved by the City Engineer.

Methods of Construction

Immediately before placing topsoil, all surfaces on which topsoil is to be placed shall be graded, and all lumps and large stones shall be removed.

The topsoil shall be spread over the surface in a uniform layer, sufficient to provide a thickness of not less than four (4") inches. Lime shall then be broadcast over the topsoil at the rate of fifty (50) pounds per one thousand (1000) square feet or two thousand (2000) pounds per acre, and the area harrowed to a depth of six (6") inches to provide a bond with the underlying material for mixing the lime with the soil. The surface shall be graded to a smooth, even surface, conforming to the prescribed lines.

Thereafter the fertilizer, seed mixture and hall be broadcast uniformly over the newly at the rate specified by the manufacturers the seed mixture. The fertilizer and seed mixture shall then be raked lightly and compacted with rollers weighing not less than 1-3/4 or more than 2-1/4 pounds per linear inch of tread. The finished surface shall be smooth, even and conforming to the designated contours as shown on the Plans or as otherwise directed by the City Engineer.

When mulch materials are specified, they shall be spread over the seeded areas designated, within forty-eight (48) hours after seeding is done.

Seeding may be done at any season of the year, except that there may be certain limited periods of adverse weather conditions during which the City Engineer may not permit seeding. If seeding is done prior to April 1st or after November 15th, DuPonts "Arasan" thiram seed disinfectant, or approved equal, shall be added to the seed at the rate of eight (8) ounces per hundred (100) pounds. The cost of seed disinfectant will not be paid for separately but shall be included in the price bid for item "Four Inch Topsoiling and Seeding".

In order to prevent erosion, displacement and sliding of certain topsoiled areas before a strong turf is established, jute mesh or Excelsior matting shall be placed over seeded areas of steep slopes, and at other areas which may be designated by the Engineer. After laying the mesh, the areas so covered shall be given a second application of seed mixture and grain mixture, (or over seeding) at the rate of one and one-half (1-1/2) pounds per thousand (1000) square feet. The jute mesh shall be anchored in place in accordance with accepted practices and shall be left in place after the stand or grass is established.

The Contractor shall be responsible for the watering of all seeded areas sufficient to promote growth. The water shall be fresh and free from harmful materials that would inhibit the growth of the grass.

The Contractor shall be responsible for a satisfactory growth of grass on all areas seeded under the Contract or within the Development.

Any seeded area which, in the opinion of the Engineer, does not show a satisfactory growth of grass, and/or has washouts or gullies, shall be re-seeded by the contractor at his expense, at such times and in such a manner as directed and approved by the City Engineer. Re-seeding shall include the removal of mulch previously placed, and the placing of mulch, where required, after the new seed has been sown. The contractor shall also remove any slide materials which have been deposited on a newly seeded area, at his expense.

If, prior to final acceptance, hay mulch be displaced before the grass has made a growth of one and one-half (1-1/2") inches, it shall be replaced and: rebound by the Contractor at his expense. All mulch shall be left in place and allowed to disintegrate except that excessive amounts of hay shall be removed when directed by the Engineer.

Quantity and Payment

The quantity of these Items for which payment will be made, will be the surface area actually placed in accordance with the Plans and Specifications or as directed by the Engineer.

Payment for these Items will be made for the quantity as above-determined, measured in square yards, at the price per square yard bid in the Proposal unless included in unit price bid for individual construction item. Said price shall include the cost of preparing the stripped off material for topsoiling and placing it; furnishing, cleaning and placing topsoil in excess of that obtained from stripping; furnishing and placing lime; fertilizer; all seed mixture and grain mixtures; harrowing, raking; tamping; rolling, watering; mowing; re-seeding areas not showing adequate growth; maintaining and repairing washed out or gullied areas; all materials, labor, equipment and all else necessary therefore; and all other work in connection therewith and incidental thereto.

ITEM 25 – SECTION 612 – TRAFFIC SIGN WITH POST

Description

This Item shall consist of the fabricating, furnishing and installation of signs and sign posts at the locations shown on the plans as directed by the Engineer.

Materials

Materials shall conform to NJSS Subsection 612.02. All small sign supports shall be of the breakaway type.

Methods of Construction

Methods of construction shall conform to NJSS Subsections 612.03, 612.04, and 612.05.

All details not specified herein or shown on the plans shall conform to details and requirements set forth in the current edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) of the U.S. Department of Transportation, Federal Highway Administration, and all their references and supplements to date. Details shall also follow the NJDOT Standard Roadway Construction Details.

Quantity and Payment

The quantity of TRAFFIC SIGN WITH POST for which payment will be made will be the actual square footage of signs in accordance with the plans, specifications and as directed by the Engineer.

Payment for TRAFFIC SIGN WITH POST will be made at the price bid per square foot therefore in the proposal, which price shall include the cost of furnishing and installing complete, including concrete footings, where required, excavation and backfilling, installation of posts, protective painting, all materials necessary for the fabrication, assembly, erection and installation, all equipment, labor, and all else necessary therefore and incidental thereto.

ITEM 26 – SECTION 610 – TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC
ITEM 27 – SECTION 610 – TRAFFIC MARKINGS, SYMBOLS, THERMOPLASTIC

Description

Under these Items the Contractor shall layout all pavement markings, furnish and apply the appropriate striping and markings in accordance with the locations shown on the Plans or specified herein and in conformance with the Manual on Uniform Traffic Control Devices. The Contractor shall also remove any existing striping which conflicts with the proposed striping shown on the Plans or as directed.

Materials

Traffic stripes and markings shall conform to the requirements of NJSS Subsection 610.02.

Methods of Construction

All traffic stripes and markings which conflict with the proposed striping and markings will be removed from the existing pavement surface. Removal of existing striping and markings is to be done in a manner that does not damage the existing pavement surface. The use of black paint or other means of covering the existing striping and markings is not permitted. No separate payment shall be made for the removal of existing traffic paint and stripes, but will be considered as part of the work for these items.

All dirt, oil, grease and other foreign material shall be removed from the areas upon which the traffic paint or stripes are to be placed.

Pavement markings shall be placed at the locations and to the lines shown on the Plans.

The markings shall be applied only on thoroughly dry surfaces when the surface temperature is above 40ºF and when the weather is otherwise favorable in the opinion of the Engineer.

The areas for striping shall be as specified herein or directed by the Engineer, but the actual marking out for installation shall be the responsibility of the Contractor.

All lines shall be installed straight, and any sections which are wavy or untrue will not be accepted, but shall be removed and replaced at the Contractor's expense.

Quantity and Payment

The quantity of TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC for which payment will be made will be the actual length of each constructed in accordance with the Plans and Specifications as measured by the Engineer.

Payment of TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC will be made at the unit price bid for the length as above determined measured in linear feet. The unit price bid shall include the cost of cleaning and preparation of the surfaces, furnishing paint, painting, and all labor, materials,

equipment, expenses, costs and all else necessary therefore and incidental thereto to completely perform the work to be done under this Item in accordance with the Plans and Specifications or as directed by the Engineer.

The quantity of TRAFFIC MARKINGS, SYMBOLS, THERMOPLASTIC for which payment will be made will be the total square feet constructed in accordance with the Plans and Specifications as measured by the Engineer.

Payment of TRAFFIC MARKINGS, SYMBOLS, THERMOPLASTIC will be made at the unit price bid as above determined measured in square feet. The unit price bid shall include the cost of cleaning and preparation of the surfaces, furnishing and applying the material, and all labor, materials, equipment, expenses, costs and all else necessary therefore and incidental thereto to completely perform the work to be done under this Item in accordance with the Plans and Specifications or as directed by the Engineer.

ITEM 28 – SECTION 157 – CONSTRUCTION LAYOUT

Description

This Section describes the requirements for surveying and providing lines, grades, elevations and reference marks as necessary to construct the elements of construction. This section also describes the requirements for constructing monuments and monuments boxes.

Special Note

The Contractor must employ a Land Surveyor licensed in the State of New Jersey to perform all construction survey layout work including final As-Built survey. This is an essential condition of the contract.

Materials

Provide materials as specified:

Concrete	903.03
Reinforcement Steel	905.01
Sand	901.06.02

Provide monument markers according to ASTM B19 and monument boxes according to AASHTO M105, Class 20A or 20B.

PROCEDURE

Construction Layout

(A) General

The contractor shall provide all work required in connection with the layout for construction of the project, using the controls points and data furnished by the Engineer.

The contractor shall furnish all necessary qualified personnel under the direct supervision of a Licensed Land Surveyor and adequate equipment to preserve such controls throughout the duration of the contract and shall lay out all of the lines and grades necessary for the complete construction of the project.

The contractor shall make all necessary computations to establish the exact position of all the work from the control points that are shown on the Plans or furnished by the Engineer. All the work shall be referenced to baselines which the Contractor shall establish from the control points, re-establish when necessary and maintain throughout the life of the contract.

The contractor shall be responsible for the preservation of all existing property markers, monuments and control points furnished by the City for his use in staking out the work. If such property markers, monuments and controls points are damaged, lost, displaced or removed, they shall be replaced or reset at no cost to Jersey City.

For construction of new roadways, and/or total reconstruction of existing roadways, the Contractor shall provide and maintain offset stakes from each roadway baseline, at each station, and outside the limits of grading and construction.

Each stake shall be identified and marked to show the offset distance from the baseline and the Contractor shall furnish grade sheets showing the cut or fill to the finished profiles lines with reference to the offset stakes. Grade sheets for construction of subbase and underlayer preparation shall also include calculations to establish the typical cross section from the profile grade stake. The contractor shall provide adequate and accurate offset lines during such construction that require occupation of the baseline points by construction operations.

The contractor shall be responsible for maintaining the points he has established. Any error or apparent discrepancies found in the Plans or Specifications shall be called to the Engineer's attention in writing for interpretation prior to proceeding with the work.

The contractor shall provide the utilities with the layout and coordinate the work with utility relocations. The contractor shall ensure that relocated utility facilities do not conflict with proposed construction including High Voltage Proximity Act Conflicts.

The contractor shall be responsible for the finished work conforming to the lines and grades called for on the Plans, and he shall correct all errors caused by his personnel at no cost to the City. The contractor shall maintain survey notes in a bound field notebook in a professional manner.

The contractor is responsible for all construction layout work necessary both horizontal and vertical to ensure that the entire project is constructed properly.

(B) Vertical Control

Prior to beginning any work, the vertical control network must be verified in the field by the contractor's survey crew. The contractor shall be responsible for the verification work. Vertical control is provided on the project as shown on the Plans. This control must be verified in the field using at a minimum third-order, Class I, accuracy procedural standards and equipment. In addition, supplemental bench marks may be required to provide a denser network for efficient construction surveys. Any discrepancies or errors shall be brought to the attention of the Engineer for resolution prior to proceeding with the work. The contractor shall provide the Engineer with the field notes and calculations of the field verification of the vertical control

The Contractor, in addition, shall provide a list to the Engineer of the existing and new bench elevations which will be used on this project.

(C) Horizontal Control

The contractor's survey crew shall be responsible to recover, verify, and check the horizontal control shown on the plans. The contractor shall be responsible for all the verification work. The field verifications shall be performed at the beginning of the project, as the control line(s) establish (es) a network of control points which are the basis for all subsequent horizontal work on the project.

The contractor's land surveyor shall utilize, at a minimum third-order, Class 1, accuracy procedural standards and equipment to establish and re-establish the horizontal control line. The project baseline(s) shall be verified and established during the early phases of the project. This baseline establishes a network of control monuments that are the basis for all subsequent horizontal surveys on the project. Any discrepancies or errors shall be brought to the attention of the Engineer for resolution prior to proceeding with the work. The contractor shall provide the field notes and calculations of the field verification work.

(D) As-Built Plans

Throughout the progress of the work of this contract, the contractor shall maintain an accurate record of all changes in the contract drawings. The purpose of the final As-Built Plans is to provide factual information regarding all aspects of the work, both concealed and visible, to enable future modification of design to proceed without lengthy and expensive site measurement, investigation and examination.

Prior to the start of the project, the Engineer will supply the contractor with one-black-line set of contract drawings which shall be labeled "As-Built Plans-Job Set". The contractor shall mark-up the job set with a red erasable colored pencil showing actual installations which vary substantially from the work originally shown. Other colors can be used to distinguish between variations in separate categories of work. Where shop drawings are used for mark-up a cross-reference shall be recorded at the corresponding location on the working drawings.

New information such as underground utilities shall be mark up, which is recognized to be of importance to the Engineer, but was for some reason not shown on the contract drawings or shop drawings. Particular attention shall be given to underground work which would be difficult to measure and record at a later date. Where changes are caused by directives issued by the Engineer, clearly indicate the change along with the change order number.

All entries shall be made within 24 hours after receipt of information. The Contractor shall delegate the responsibility for the maintenance of the As-Built Plans to one person on the contractor's staff as approved in advance by the Engineer.

The job set shall not be used for construction purposes and shall be protected from deterioration and loss in a secure, fire-resistive location. The contractor shall provide access to the As-Built Plans for the Engineer's reference during normal working hours.

At a time near the completion of the project, the Engineer will supply the Contractor with one complete set of original mylars of all the drawings included in the contract. The Contractor shall carefully transfer all change data shown on the job set of As-Built Plans to the corresponding mylars, coordinating the changes as require, and clearly indicating at each affected detail and other drawing the full description of all changes made during construction and the actual location of all items.

All change entries shall be made on the mylars neatly, consistently, and in ink or crisp black pencil. Each plan sheet shall be stamped "As-Built" with the year. In addition, the title sheet shall have the following information listed: Contractor's name and address, date construction started and ended,

names of the construction inspector and Resident Engineer, name of the person who prepared the As-Builts and the final contract dollar amount.

Upon completion of the work of this contract, the contractor shall submit the completed total set of As-Built Plans to the Engineer for review and final approval.

Monument

Comply with the Map Filing Law N.J.S.A. 46.23-9.10 et.seq. and N.J.A.C. 13:40-5.1 et. seq. Set non-City monuments according to the requirements of the agency. Set city monuments at the specified location and elevation, and ensure that the monuments are held firmly in place. Excavate so that concrete for the monument base and sides can be placed against undisturbed in-situ material, ensuring that the base is wider than the shaft. If rock is encountered, drill into the rock to provide a rock socket to the satisfaction of the Engineer. Reuse excess excavated material as specified in 202.03.07.A. Place concrete, as specified in 504.03.02.D, and set the reinforcement steel and the monument marker at the time of the concrete pour. Ensure that the top surface of the monument is level, and the disk is in the true position. After the concrete has attained strength, punch the disk.

After the monuments have been set, survey the monuments. Submit the survey, signed and sealed by the Land Surveyor, to the Engineer.

Monument Box

Excavate so that concrete can be placed against undisturbed in-situ material, except place a layer of felt or tar paper along with a layer of sand around the top of the monument. Set the monument box frame so that the top of the box is flush with the proposed finished grade. Place concrete as specified in 504.03.02.D. Backfill as needed. Reuse excess excavated material as specified in 202.03.07.A.

Measurement and Payment

The City will measure and make payment for items as follows:

Item	Pay Unit
Construction Layout	Lump Sum

Periodic surveys will be required during construction. Full payment will not be made for construction layout until survey shows all work properly installed.

The City will adjust payment for CONSTRUCTION LAYOUT based on the final contract amount and will calculate as follows:

$$CL = \frac{CLb \times (Cf - E)}{Co - E}$$

Where:

CL ' Adjusted payment for CONSTRUCTION LAYOUT
CLb ' Bid price for CONSTRUCTION LAYOUT.
CO ' Original Contract Price
Cf ' Final Contract Price
E ' Total cost of payment for CONSTRUCTION LAYOUT, PERFORMANCE BOND AND PAYMENT BOND and claim settlements.

No separate payment will be made for As-Built Plans, however, the Engineer's approval of the current status of the As-Built Plans will be a prerequisite to the Engineer's approval of request for partial payments. The project retainage shall not be released until the final As-built mylars are approved and accepted by the Engineer.

ITEM 29 – SECTION 651 – RESET WATER VALVE BOX WITH RISER

Description

Under this Item, the Contractor shall furnish all materials, excavate and reset water valve boxes as directed by the Engineer, including earthwork and all the appurtenances required for a complete installation.

Materials

The following is added:

Water Valve boxes shall be Jersey City Standard as manufactured by Bingham and Taylor, Number 50001 or equivalent, and shall be in conformance with ANSI/AWWA Standard C 500-80.

Valves shall have an inside diameter of ½" inch and shall be an adjustable screw type with the box extending from the surface to three (3) inches above the valve bonnet base. Valve box shall be cast iron with a cast iron water drop cover and the word "water" cast in the cover with a standard coal tar foundry dip.

Construction

Pavement shall be cut square, outside the valve box with faces straight and vertical.

The Contractor shall excavate by machine, to within one (1) foot of the top of the valve. The remainder shall be excavated by hand with extreme care, so as not to damage the valve, to the valve bonnet base.
If any existing water valve box is found to be damaged or broken, it shall be replaced with a new box. Sub-grade shall be shaped and compacted to conform to grades and curbs sections as shown on the plans in a manner suitable to the Engineer.

The new or existing valve box shall be installed or reinstalled plumb and centered over valve and to the proposed finished grade. Box when set shall not bear on valve, tube, pipe or stop. Box shall extend to a minimum three (3) inches above the valve bonnet base on 6" broken stone.

Dense Graded Aggregate backfill shall be placed and compacted in 6" lifts in a manner performed to the satisfaction of the Engineer to a height of six (6") inches below the surface of the existing pavement.

Immediately following, Class B concrete shall be placed to a minimum depth of six (6") inches around the entire periphery of the valve box to a height 1" below the top of said box and tapered back to meet the existing pavement.

When reset, the water valve box shall conform to the grade of the resurfaced area. After installation is complete, the interior of the box shall be cleaned and left free of all debris.

Existing damaged valve boxes and covers shall be removed and salvageable parts shall be delivered to the Jersey City Municipal Utilities Authority in care of United Water Jersey City, 233 Coles Street at 13th Street.

Valves that become damaged during installation because of carelessness or unsatisfactory methods of workmanship shall be replaced by the Contractor at no additional expense to the City of Jersey City.

The disposal of excess or unusable material shall be in accordance with Subsection 202.03.07.

NOTE: In lieu of Dense Graded Aggregate Backfill, the contractor may backfill the entire periphery of the water valve box with Class B concrete to a height of 1" below the top and tapered back to meet the existing pavement.

SPECIAL NOTE

Care shall be exercised in resetting the valve boxes. After resetting, valve boxes shall be protected until the final resurfacing course has been laid. Valve boxes which are damaged because of construction operations or vehicular traffic shall be replaced in kind and in a manner satisfactory to the Engineer without additional compensation.

Water Valve Boxes exposed greater than one (1) inch after resetting and/or milling shall be ramped as specified under the Item Hot Mix Asphalt Patch.

Water Valve Boxes may be reset with risers during paving work. The Engineer shall be the sole judge whether a water valve box is to be reset by excavating and physically raising or lowering the entire box or through the use of risers.

No paving work will be permitted unless the contractor has an adequate supply of the various diameter and thicknesses of water valve box risers which might be needed.

Quantity and Payment

The quantity of RESET WATER VALVE BOXES WITH RISER for which payment will be made will be the actual number constructed in accordance with the Plans and Specifications, or as directed by the Engineer.

Payment for RESET WATER VALVE BOXES WITH RISER will be made for the quantity determined at the unit price bid in the Proposal, which price shall include the furnishing of all materials, equipment, labor, excavation, backfilling, and all else necessary to relocate the Water Curb Boxes as shown on the plans and as specified herein.

ITEM 30 – SECTION 800 – TREE PLATE (STEEL PLATE CURB)

Description

This Item shall consist of furnishing, at the locations shown on the plans or as directed by the Engineer, all material, labor and equipment necessary for the installation of tree plates.

Material

The material shall consist of a steel plate with a minimum thickness of 3/8" and a depth of 16". The ends of the plate shall have 90° angles which shall anchor behind the curb as shown on the Contract Drawings.

Methods of Construction

The new curb shall be terminated at a minimum of two (2') feet on either side of the tree to be protected. This distance shall be increased accordingly for large diameter trees or trees with protruding roots, and as directed by the Engineer.

The Contractor shall carefully excavate for the tree plate in order to minimize disruption to the root system. The number of roots cut shall be minimized. Those roots that are to be cut shall be cut clean and with the proper tools. In order to reduce the amount of time that the roots are exposed to air, the excavation and installation of the tree plate, and backfill operation, must take place within a 24-hour period.

The steel plate shall be cut to a length that matches the curb line and inserted to a depth which will bring the top of the plate level with the top of curb line vertically. The front of the plate shall match the front face of the curb line horizontally as shown on the detail.

Quantity and Payment

The unit of measure for TREE PLATE (STEEL PLATE CURB) will be the linear foot. The number of linear feet for which payment will be made shall be the actual number of linear feet of tree plate actually installed in the field.

Payment will be made at the unit price bid per linear foot for TREE PLATE (STEEL PLATE CURB), as set forth in the proposal, which costs shall include all costs of excavation, trimming tree roots, furnishing and placing the tree plates where shown or directed by the Engineer, and labor, materials and equipment and all else necessary and incidental thereto.

ITEM 31 – SECTION 914 – POLYMERIZED JOINT ADHESIVE

Description

Under this item the Contractor shall furnish and apply polymerized joint adhesive on any longitudinal cold joints in HMA paving.

Materials

Polymerized joint adhesive shall be within the specifications shown in Section 914.03 of the New Jersey Department of Transportation 2007 Standard Specifications for Road and Bridge Construction.

Methods of Construction

A polymerized joint adhesive shall be applied to a clean, swept firm base prior to the application of the surface course. For surface course only, uniformly apply polymerized joint adhesive to longitudinal cold joint. Apply a 1/8-inch thick coating of polymerized joint adhesive over the entire joint face. Apply slowly to ensure an even coating thickness.

Payment

The unit price bid under this item shall include all materials, equipment, cleaning, sweeping, spreading, labor, tools and all else necessary to furnish and apply the polymerized joint adhesive as specified herein.

ITEM 32 – SECTION 401 – TACK COAT

Description

Under this item the Contractor shall furnish and apply an asphaltic oil tack coat to the base course after cleaning and sweeping same prior to the application of the binder course.

Materials

Tack coat material shall be cut back asphalt, grade RC-70, or emulsified asphalt grade RS-1, as specified in the 2007 Standard Specification.

Methods of Construction

A tack coat of hot asphaltic oil shall be applied to a clean, swept firm base prior to the application of the surface course. The rate of application shall be 0.02 to 0.08 gallons per square yard or as directed by the Engineer. Care shall be taken to keep the tack coat material off of the face and top of the curbing.

Payment

The unit price bid under this item shall include all materials, equipment, cleaning, sweeping, spreading, labor, tools and all else necessary to furnish and apply the asphaltic tack coat as specified herein.

ITEM 33 – SECTION 613 – DECORATIVE BENCH, 4-FT. LONG
ITEM 34 – SECTION 613 – DECORATIVE BENCH, 6-FT. LONG
ITEM 35 – SECTION 613 – TRASH RECEPTACLE, DECORATIVE

Description

Under these Items, the Contractor shall furnish all labor and materials necessary to furnish and install park benches and trash receptacles where directed by the Engineer.

Materials

BENCH

Materials shall be in accordance with manufacturer's specifications.

Decorative benches shall be Wabash Valley Estate Series Model No. ES500D, 4'-1/8" or 6'-1/8" long, or approved equal, in the mounting style selected by the owner's representative and in the quantity shown on the bill of materials or the project drawings. Decorative benches shall be black in color. 4-ft benches and 6-ft benches shall be furnished with Wabash Valley parts No. 8197 and No. 8201, respectively, or approved equal. Manufacturer, Wabash Valley Manufacturing, Inc., 505 E. Main Street, P.O. Box 5, Silver Lake, IN 46982 USA, or approved equal.

TRASH RECEPTACLE

Materials shall be in accordance with manufacturer's specifications.

Trash receptacles shall be Victor Stanley, Inc., T-Series™, Model T-32, 36 gallon capacity, or approved equal, in the mounting style selected by the owner's representative and in the quantity shown on the bill of materials or the project drawings. Trash receptacles shall be VS Black in color. Manufacturer, Victor Stanley, Inc., P.O. Drawer 330, Dunkirk, MD 20754 USA, or approved equal.

Method of Construction

Installation shall be in accordance with manufacturer's specifications.

Quantity and Payment

The unit price bid under these Items shall include all labor, materials, equipment, tools, and all else necessary to furnish and install the park benches and trash receptacles where directed.

Payment shall be made at the unit price bid for the actual number furnished and installed.

ITEM 36 – SECTION 701 – 3" RIGID METALLIC CONDUIT, EARTH
ITEM 37 – SECTION 701 – GROUND WIRE, NO. 8 AWG
ITEM 38 – SECTION 701 – FOUNDATION, TYPE SPF

Description

The work under these Items shall consist of the furnishing, constructing, or installing of various electrical Items as directed by the Engineer.

Materials

All materials shall meet the requirements of NJSS Subsection 701.02.01.

Method of Construction

Method of construction shall be in accordance with NJSS Subsections 701.03.02, 701.03.15, and 701.03.12, respectively.

701.03.15 Cable and Wire

A. Installing

The following is added:

Test the existing tracer wire in the conduit for continuity. If there is no existing tracer wire in any of the conduits in the same trench, then install a continuous tracer wire between the adjacent junction boxes without any splice when installing the cable and wire as directed by the Engineer.

C. Connection and Coordination with Utility Services

The following is added to the fourth paragraph:

At Substantial Completion provide the Engineer with a letter requesting transfer of utility services providing the latest copy of the utility bill from each utility company. Such transfers are to be effective beginning the next monthly billing cycle after Substantial Completion or as directed by the Engineer.

Quantity and Payment

The quantity of the various electrical Items shall be measured as follows:

Pay Item	Pay Unit
3" RIGID METALLIC CONDUIT, EARTH	L.F.
GROUND WIRE, NO. 8 AWG	L.F.
FOUNDATION, TYPE SPF	UNIT

ITEM 39 – SECTION 702 – PEDESTRIAN SIGNAL HEAD
ITEM 40 – SECTION 702 – PEDESTRIAN SIGNAL STANDARD
ITEM 41 – SECTION 702 – PEDESTRIAN INSTRUCTION SIGN
ITEM 42 – SECTION 702 – PUSH BUTTON
ITEM 43 – SECTION 702 – TRAFFIC SIGNAL CABLE, 2 CONDUCTOR
ITEM 44 – SECTION 702 – CONTROLLER MODIFICATION

Description

The work under these Items shall consist of the furnishing, erection, and installing various traffic signal equipment.

Materials

All materials shall meet the requirements of NJSS Subsection 702.02.01.

Method of Construction

Method of construction shall be in accordance with NJSS Subsections 702.03.06, 702.03.02, 702.13.14, 702.03.07, 702.03.04, and 702.03.15, respectively.

702.03.06 Pedestrian Signal Head

The entire subsection is changed to:

Install a pedestrian signal head with pole clamp mounting, miscellaneous fittings and hardware, and grommet including drilling the standard as required. Install cable from the pedestrian signal head to the foundation and make connections.

If replacing an existing pedestrian or signal head, remove the existing head and cable. The existing head shall be returned to the City and the rest disposed of as specified in 201.03.09. Care must be exercised during removal, transport, and storage of the existing pedestrian or signal heads, including LEDs. The Contractor shall be responsible for any damage to the equipment during these operations. All traffic signal equipment shall be delivered to the City of Jersey City Public Works Complex. The contractor must contact the Division of Buildings and Street Maintenance at least 24 hours prior to delivery. This item shall include all labor and materials necessary to deliver the removed signal equipment to the City.

702.03.14 Pedestrian Instruction Sign

The following subsection is added:

Pedestrian Instruction Sign consists of supplying a sign of the type R10-3E(mod) detailing the operation of a countdown pedestrian signal. The push button sign shall be constructed in conformance with the Section 911 – Signs, Sign Supports, and Delineators. The sign shall be fabricated with pressure sensitive adhesive and be installed directly on the pole. The pole surface must be a minimum of 70°F and be grease and dirt free prior to installation of the sign.

702.03.15 Controller Modification

The following subsection is added:

Controller Modification consists of supplying a technician authorized by the controller manufacturer to modify the phasing and signal timings as necessary as a result of the intersection improvements and to be present at the work site when each controller is placed into final operation. Provide the RE a letter, from the controller manufacturer, stating the technician is authorized and qualified to perform the work.

Quantity and Payment

The quantity of the various electrical Items shall be measured as follows:

Pay Item	**Pay Unit**
PEDESTRIAN SIGNAL HEAD	UNIT
PEDESTRIAN SIGNAL STANDARD	UNIT
PEDESTRIAN INSTRUCTION SIGN	UNIT
PUSH BUTTON	UNIT
TRAFFIC SIGNAL CABLE, 2 CONDUCTOR	L.F.
CONTROLLER MODIFICATION	UNIT

ITEM 45 – SECTION 155 – CELLULAR PHONE SERVICE

Description

This work shall consist of furnishing two (2) portable handheld cellular phones for the sole use of the Engineer and inspector during the construction of the project and will become the property of the contractor after acceptance of the project.

Communication Equipment

A. Cell Phones

Provide two (2) portable handheld cell phones.

Specifications for the type of cellular phone to be provided will be furnished to the Contractor at the preconstruction meeting.

Payment

The City will make payment for items as follows:

Item	Pay Unit
Cellular Phone Service Allowance	Lump Sum

Payment for cellular phone service will be made for actual costs of the non-monthly and non-fixed charges, including their related taxes, as evidenced by paid bills from the service provider submitted within 60 days of receipt from the service provider. The lump sum allowance amount provided in the proposal is an estimated amount anticipated to cover the cost of this item and will be adjusted on the basis of paid bills.

No separate payment will be made for the activation and termination fees, equipment and extended warranty.

ITEM 46 – SECTION 160 – FUEL PRICE ADJUSTMENT
ITEM 47 – SECTION 160 – ASPHALT PRICE ADJUSTMENT

Description

These Items shall consist of the price adjustments for fuel and asphalt usage.

Procedure

The procedure shall follow NJSS Subsection 160.03.01 for Fuel Price Adjustment and 160.03.02 for Asphalt Price Adjustment.

The fuel price adjustment shall not apply to pay items that call for less than 500 gallons of fuel.

Measurement and Payment

These Items will be paid for on a lump sum basis.

ITEM 48 – SECTION 159 – TRAFFIC DIRECTOR, JERSEY CITY POLICE

159.03.08 Traffic Direction

A. Flagger

The last sentence is changed to:

Ensure that the flagger is equipped with a STOP/SLOW paddle and follows MUTCD flagging procedures.

B. Police

Replace the entire subsection and heading with the following:

B. Jersey City Police Traffic Directors

1. General

Police Traffic Directors for this project shall be off-duty Law Enforcement Officers of the Jersey City Police Department. The Police Traffic Directors shall be responsible for maintaining traffic flow, directing the towing of illegally parked vehicles and helping to provide safety for pedestrians and workmen at the project site. The police traffic directors shall be located where shown on the plans or at specific locations designated by the Engineer, the Contractor and/or the Jersey City Police Department during construction hours.

The Contractor shall comply with any rule or regulation of the State of New Jersey and the City of Jersey City relative to providing uniformed Police Officers of the City of Jersey City to regulate or control traffic on existing streets which are interfered with the Contractor's operations. Jersey City Police Traffic Directors are required when working at signalized intersections and during milling and paving operations. City of Jersey City Ordinance No. 11-011, adopted by the Municipal Council on January 26, 2011, establishes the procedure and fees for providing off-duty police officers for Special Detail Assignments. A summary of those procedures and fees is contained herein.

2. Request for Services

The City of Jersey City is divided into four (4) Districts: North, South, East and West. The contact person to request the services of off-duty law enforcement officers in the City of Jersey City Police Department are as follows:

J.C. POLICE OFFICE OF OFF-DUTY EMPLOYMENT
1 JOURNAL SQUARE PLAZA, 4th FLOOR
JERSEY CITY, NEW JERSEY 07306
PHONE: 201-547-5830, 5832, AND 5833
MARK TIMMINS
CELL: 201-566-5402
FAX: 201-547-5910
E-MAILS: MTIMMINS2@NJJCPS.ORG

J. C. POLICE NORTH DISTRICT
282 CENTRAL AVENUE
JERSEY CITY, NEW JERSEY 07307
P.O. JOHN ROMANIELLO
201 547-5350
CELL: 862-745-1823

J.C. POLICE SOUTH DISTRICT
191 BERGEN AVENUE
JERSEY CITY, NEW JERSEY 07305
P.O. PAUL JENSON
201 547-5456
CELL: 862 754-1824

J.C. POLICE EAST DISTRICT
207 7TH STREET
JERSEY CITY, NEW JERSEY 07302
P.O. FRANK MOLINA
201 547-5408
CELL: 201 481-7673

J.C. POLICE WEST DISTRICT
576 COMMUNIPAW AVENUE
JERSEY CITY, NEW JERSEY 07304
P.O. JEFFREY RODRIQUEZ
201 547-5450 OR 5446 OR 5447
CELL: 862-754-1826

This project is located in the North District.

All requests for services for a period of one week or longer shall be made at least 10 days before such services are required. All requests for services for a period of less than one week shall be made as soon as practicable but in no event less than 24 hours before such services are required, except in an emergency situation.

3. Trust Account

To assure the timely payment of wages to police officers who perform off-duty services and to meet the requirements of the Fair Labor Standards Act, the City of Jersey City has established a Trust Account known as the "Off Duty Employment Trust Account". This Account is dedicated for the receipt of fees collected for the payment for off-duty or employment.

A prospective employer of an off-duty police officer shall estimate the number of hours required. The estimate shall be approved in writing by the Chief of Police, and an amount sufficient to cover the rates of compensation and administrative fees set forth in Subsection D for the total estimated hours of service shall be deposited into the Trust Account.

All payments must be remitted directly to the City of Jersey City for said account. Deposits shall be in the form of certified check, bank check, money order or business check at the discretion of the Fiscal Officer. No officer shall be paid directly by any employer for requested services nor provide any such services for more hours than are specified in the request for services.

In the event the funds in any individual or entity's Trust Account should become depleted, services of off-duty law enforcement officers shall cease and requests for further or future services shall not be posted until additional funds have been deposited in the Trust Account.

In the event of a project which requires services over an extended period, the Jersey City Police Department Fiscal Officer may require advance payment equal to 25% of the projected extended time period with additional 25% advances as the project continues.

4. Rates of Compensation

Rates of compensation including a $5.00 per hour administrative fee for contracting the services of off-duty law enforcement officer are as follows:

Police Officer For Detail at Construction Site on a City Project

7:00 am to 4:00 pm	$40.00/Hour
7:00 am to 4:00 pm (overtime rate over 8 Hrs.)	$57.50/Hour
4:00 pm to 6:00 am (overtime rate and night differential)	$67.50/Hour
4:00 pm to 6:00 am (night differential)	$50.00/Hour
Saturdays (Time and a Half Rate)	$57.50/Hour (after 4 pm, additional $10.00/Hr)
Sundays or Holidays (Double Time Rate)	$75.00/Hour (after 4 pm, additional $10.00/Hr)

Police Officer Supervisor of the Rank of Sergeant or Lieutenant

Add an additional $10.00/Hour

Police Vehicle and Fuel

$10.00/Hour

Holidays referenced herein are New Years Eve, New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day Following Thanksgiving Day, Christmas Eve and Christmas Day.

A prospective employer who fails to notify the Jersey City Police Department at least twelve (12) hours before the commencement of services, shall compensate the officer for four (4) hours. If the officer works less than four (4) hours and the job is completed, the officer is entitled to be paid a minimum of four (4) hours at the rates of compensation listed above.

The City of Jersey City Division of Engineering, Traffic and Transportation will not reimburse the Contractor for Jersey City Police Traffic Directors who are not cancelled at least twelve (12) hours prior to the scheduled start time to cancel the job except for unforeseen weather conditions.

SPECIAL NOTE

The contractor shall keep a neat and organized record log book showing the date, time, location and number of hours worked by Jersey City Police Traffic Directors on this project. Every Jersey City Police Traffic Director shall sign the log book. Copies of this record log book and the Contractor's own daily sign-in sheets shall be submitted to the Engineer before reimbursement payment is made to the contractor.

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING
TRAFFIC AND TRANSPORTATION

PROPOSAL

DO NOT REMOVE THESE PROPOSAL PAGES. SUBMIT THE ENTIRE BOUND ORIGINAL DOCUMENT AS BID PROPOSAL IN A SEALED ENVELOPE LABELED ON BOTH SIDES WITH THE PROJECT TITLE AND TWO COPIES.

TITLE: **MANHATTAN AVENUE STREETSCAPE IMPROVEMENTS**

PROJECT NO.: **E-14-001**

COMPANY: _____

ADDRESS: _____

_____

TELEPHONE: _____

E-MAIL: _____

TO THE CITY OF JERSEY CITY:

In compliance with your Invitation for Bids dated _____, 2015, we the undersigned hereby declare that we have carefully examined the Plans, Specifications and all other Contract Documents; that we have carefully examined the Project Site and all other matters pertaining to the proposed work; including subsurface conditions and that we propose to furnish all labor, equipment and materials necessary to complete the work in full accordance with the Contract Documents at the price per unit of measure of each scheduled item of work in the following "Schedule of Prices".

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the City and to fully complete the project within 180 consecutive calendar days thereafter as stipulated in the specifications. Furthermore, it is understood and agreed in accordance with Article GC-36 "Time for Completion, Liquidated Damages and Extension of Time", that liquidated damages in the amount set forth in Article GC-36 will be charged to the Bidder for each consecutive calendar day of delay until the work is completed and accepted.

Bidder acknowledges receipt of the following Addendum:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

It is understood and agreed that the Total Price stated by the undersigned in the "Schedule of Prices" is based on the Estimated Quantities and will only control in the awarding of the Contract. It is further understood that the quantities stated in the "Schedule of Prices" for the Items are estimated only and may be increased or decreased as provided in the Specifications.

Attached herewith is a:

____ (Cashier's Check)

____ (Certified Check)

(Check one) ____ (Bid Bond)

in the amount of $_____ representing ten percent (10%) of the Total Price bid; but not more than Twenty Thousand Dollars ($20,000.00) nor less than Five Hundred Dollars ($500.00).

The undersigned agrees that this Check or Bid Bond is to be forfeited as liquidated damages and not as a penalty, if the Contract is awarded to the undersigned and the undersigned shall fail to execute the Contract for the Project or forward the required Bonds within the stipulated time. Otherwise, the Check or Bid Bond will be returned to the undersigned.

Choice-of-Retainage:

If the Total Price bid for the Contract work exceeds One Hundred Thousand ($100,000.00) Dollars the undersigned elects the following option for retainage in accordance with the General Conditions: (check one only)

____ 2% Cash from each payment.

____ 2% of Contract Amount in Bearer Bonds or Notes deposited with the City.

Bid Proposal Checklist

The Bidder is required to submit the following detailed evidence that he has a competent organization which has constructed work similar in amount, value, cost and character, and has sufficient equipment available for the execution of the Contract.

The following attachments shall be submitted by the Bidder and are hereby made part of this Proposal:

1. A sworn statement of work performed by Bidder during the last three (3) years. (See "1. *Certificate of Experience*")

2. A sworn statement of Bidder's Plant and Equipment Questionnaire for use on this Project, consisting of four (4) sheets and attachments prepared by the Bidder. All Bidder's attachments shall be signed. (See attached forms entitled "2. *Plant and Equipment Questionnaire*")

3.* Affidavit of Non-Collusion. (See attached form entitled "4. *Non-Collusion Affidavit*")

4. Statement of Corporation or Partnership. (See attached form entitled "5. *Corporation or Partnership Statement*")

5.* Bidder is required to complete the enclosed Affirmative Action Forms.
(See Bid Documents Subsection entitled "EEO/Affirmative Action Requirements")

6. Bid Guarantee (See Information to Bidders Article No. 9)

7. Consent of Surety (See Information to Bidders Article No.10)

8.* Business Registration Certificate issued by the State of New Jersey, Department of the Treasury (See GC-55 NJ Business Registration Requirements for Construction Contracts).

*** May be submitted within twenty four (24) hours after Bid reception. Business Registration Certificate may be submitted with Proposal or prior to the Contract Award.**

Failure to submit the Attachments will result in the rejection of the bid.

BID PROPOSAL CHECK LIST

The following documents are to be completed and submitted with the bid proposal. Compliance shall be indicated by placing initials on the line preceding each item attached:

___ *List of Prices
___ *Grand Total Bid Price
___ Alternate(s), if applicable, with supporting documentation, if applicable.
___ Substitutions, if applicable, are attached in conformance with the Information to Bidders, Article 22, Substitutions
___ *Certificate of Experience of General Contractor
___ Certificate of Experience for subcontractors required to be named pursuant to N.J.S.A. 40A:11-16
___ *Plant and Equipment Questionnaire completed by General Contractor
___ Plant and Equipment Questionnaire completed by Subcontractors required to be named pursuant to N.J.S.A. 40A:11-16
___ Non-Collusion Affidavit
___ Public Disclosure Statement
___ Form MWB-3 - Minority/Women Business Compliance Plan (3 Forms)
___ Exhibit B: Mandatory Equal Employment Opportunity Language (N.J.S.A. 10:5-31 et seq.) (N.J.A.C. 17:27) Construction Contracts **must be signed.**
___ State of New Jersey, Division of Contract Compliance Equal Employment Opportunity in Public Contracts - Initial Project Workforce Report Construction (Form AA-201) **must be submitted after notification of award but prior to signing a construction contract.** Form AA-201 may be obtained and must be submitted to Jersey City's Public Agency Compliance Officer (P.A.C.O.) at Office of EEO/AA, 280 Grove Street, Room - 103, Jersey City, NJ 07302, Telephone 201-547-4533 and Fax 201-547-5088.
___ *Bid Bond
___ *Consent of Surety
___ Public Works Contractor Registration Certificates for General Contractor and all Subcontractors listed on the Plant and Equipment Questionnaire in the Proposal.
___ New Jersey Business Registration Certificates of General Contractor and all Subcontractors listed on the Plant and Equipment Questionnaire in the Proposal.
___ *Written Acknowledgement of Addendum (if issued), on Page P-1 of the Bid Form, pursuant to N.J.S.A. 40A:11-23.2 (e).

Failure to include the Bid Documents listed immediately above that are marked with an asterisk (*) shall result in automatic rejection of the Bid at the time of the Bid reception.

SCHEDULE OF PRICES

ITEM NO. 1 **TREE REMOVAL, GREATER THAN 12" DIAMETER**

5 Units @ $_____ per Unit $_____

_____

(Write Unit Price)

ITEM NO. 2 **EXCAVATION, TEST PITS (IF & WHERE DIRECTED)**

50 C.Y. @ $_____ per Cubic Yard $_____

_____

(Write Unit Price)

ITEM NO. 3 **CONSTRUCTION SIGNS**

150 S.F. @ $_____ per Square Foot $_____

_____

(Write Unit Price)

ITEM NO. 4 **BREAKAWAY BARRICADES**

10 Units @ $_____ per Unit $_____

_____

(Write Unit Price)

ITEM NO. 5 **DRUMS**

25 Units @ $_____ per Unit $_____

_____

(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 6 **TRAFFIC CONES**

80 Units @ $_____ per Unit $_____

_____

(Write Unit Price)

ITEM NO. 7 **INLET TYPE 'B' (IF & WHERE DIRECTED)**

2 Units @ $_____ per Unit $_____

_____

(Write Unit Price)

ITEM NO. 8 **RESET INLET WITH NEW FRAME, ECO CURB PIECE TYPE 'N' AND BICYCLE SAFE GRATE**

23 Units @ $_____ per Unit $_____

_____

(Write Unit Price)

ITEM NO. 9 **RESET MANHOLE, 24", SANITARY SEWER, USING NEW CASTING**

40 Units @ $_____ per Unit $_____

_____

(Write Unit Price)

ITEM NO. 10 **RESET MANHOLE, 30", SANITARY SEWER, USING NEW CASTING**

5 Units @ $_____ per Unit $_____

_____

(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 11 **INLET FILTER, TYPE 2**

25 Units @ $_____ per Unit $_____

_____

(Write Unit Price)

ITEM NO. 12 **JUNCTION BOX ITS RELOCATION**

1 Units @ $_____ per Unit $_____

_____

(Write Unit Price)

ITEM NO. 13 **9" X 20" CONCRETE VERTICAL CURB**

829 L.F. @ $_____ per Linear Foot $_____

_____

(Write Unit Price)

ITEM NO. 14 **CONCRETE SIDEWALK, 4" THICK**

8,136 S.Y. @ $_____ per Square Yard $_____

_____

(Write Unit Price)

ITEM NO. 15 **CONCRETE DRIVEWAY, REINFORCED, 6" THICK (IF & WHERE DIRECTED)**

250 S.Y. @ $_____ per Square Yard $_____

_____

(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 16 **DETECTABLE WARNING SURFACE**

30.6 S.Y. @ $_____per Square Yard $_____

_____

(Write Unit Price)

ITEM NO. 17 **DENSE-GRADED AGGREGATE (IF & WHERE REQUIRED)**

150 Tons @ $_____ per Ton $_____

_____

(Write Unit Price)

ITEM NO. 18 **HOT MIX ASPHALT, 19M64 BASE COURSE, 8" THICK**

500 Tons @ $_____ per Ton $_____

_____

(Write Unit Price)

ITEM NO. 19 **HOT MIX ASPHALT, 9.5M64 SURFACE COURSE, 2" THICK**

3,000 Tons @ $_____ per Ton $_____

_____

(Write Unit Price)

ITEM NO. 20 **HOT MIX ASPHALT MILLING, 3" OR LESS**

17,583 SY @ $_____ per Square Yard $_____

_____

(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 21 **SMALL DECIDUOUS TREE, 3-3.5" CAL. B&B (IF & WHERE DIRECTED)**

8 Units @ $_____ per Unit $_____

_____

(Write Unit Price)

ITEM NO. 22 **TOPSOILING, 4" THICK**

100 S.Y. @ $_____per Square Yard $_____

_____

(Write Unit Price)

ITEM NO. 23 **FERTILIZING AND SEEDING, TYPE A**

100 S.Y. @ $_____per Square Yard $_____

_____

(Write Unit Price)

ITEM NO. 24 **STRAW MULCHING**

100 S.Y. @ $_____per Square Yard $_____

_____

(Write Unit Price)

ITEM NO. 25 **TRAFFIC SIGN WITH POST**

200 S.F. @ $_____per Square Foot $_____

_____

(Write Unit Price)

ITEM NO. 26 **TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC**

5,382 L.F. @ $_____ per Linear Foot $_____

_____

(Write Unit Price)

ITEM NO. 27 **TRAFFIC MARKINGS, SYMBOLS, THERMOPLASTIC**

4,170 S.F. @ $_____ per Square Foot $_____

_____

(Write Unit Price)

ITEM NO. 28 **CONSTRUCTION LAYOUT**

Lump Sum $_____

_____

(Write Lump Sum Price)

ITEM NO. 29 **RESET WATER VALVE BOX WITH RISER**

40 Units @ $_____ per Unit $_____

_____

(Write Unit Price)

ITEM NO. 30 **TREE PLATE (STEEL PLATE CURB)**

100 L.F. @ $_____ per Linear Foot $_____

_____

(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 31 **POLYMERIZED JOINT ADHESIVE**

4,600 L.F. @ $_____ per Linear Foot $_____

_____
(Write Unit Price)

ITEM NO. 32 **TACK COAT**

880 Gal @ $_____ per Gallon $_____

_____
(Write Unit Price)

ITEM NO. 33 **DECORATIVE BENCH, 4-FT. LONG**

4 Units @ $_____ per Unit $_____

_____
(Write Unit Price)

ITEM NO. 34 **DECORATIVE BENCH, 6-FT. LONG**

4 Units @ $_____ per Unit $_____

_____
(Write Unit Price)

ITEM NO. 35 **TRASH RECEPTACLE, DECORATIVE**

10 Units @ $_____ per Unit $_____

_____
(Write Unit Price)

ITEM NO. 36 **3" RIGID METALLIC CONDUIT, EARTH**

90 L.F. @ $_____ per Linear Foot $_____

_____
(Write Unit Price)

ITEM NO. 37 **GROUND WIRE, NO. 8 AWG**

100 L.F. @ $_____ per Linear Foot $_____

_____
(Write Unit Price)

ITEM NO. 38 **FOUNDATION, TYPE SPF**

3 Units @ $_____ per Unit $_____

_____
(Write Unit Price)

ITEM NO. 39 **PEDESTRIAN SIGNAL HEAD**

3 Units @ $_____ per Unit $_____

_____
(Write Unit Price)

ITEM NO. 40 **PEDESTRIAN SIGNAL STANDARD**

3 Units @ $_____ per Unit $_____

_____
(Write Unit Price)

ITEM NO. 41 **PEDESTRIAN INSTRUCTION SIGN**

3 Units @ $_____ per Unit $_____

_____
(Write Unit Price)

ITEM NO. 42 **PUSH BUTTON**

3 Units @ $_____ per Unit $_____

_____
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 43 **TRAFFIC SIGNAL CABLE, 2 CONDUCTOR**

100 L.F. @ $_____ per Linear Foot $_____

_____
(Write Unit Price)

ITEM NO. 44 **CONTROLLER MODIFICATION**

3 Units @ $_____ per Unit $_____

_____
(Write Unit Price)

ITEM NO. 45 **CELLULAR PHONE SERVICE**

Lump Sum $_____

_____
(Write Lump Sum Price)

SUBTOTAL (ITEMS 1-45) $_____
(In Figures)

_____
(Price In Words – Dollars and Cents)

ITEM NO. 46 **FUEL PRICE ADJUSTMENT**

Lump Sum $ 1,200.00

One Thousand Two Hundred Dollars & Zero Cents
(Write Lump Sum Price)

ITEM NO. 47 **ASPHALT PRICE ADJUSTMENT**

Lump Sum $ 3,100.00

Three Thousand One Hundred Dollars & Zero Cents
(Write Lump Sum Price)

ITEM NO. 48 **TRAFFIC DIRECTOR, JERSEY CITY POLICE**

Lump Sum $ 80,000.00

Eighty Thousand Dollars & Zero Cents
(Write Lump Sum Price)

TOTAL BID PRICE

$_____
(In Figures)

_____
(Price In Words – Dollars and Cents)

PROPOSAL (CONTINUED)

The undersigned is ____ (an individual)

____ (a corporation) under the laws

____ (a partnership)

of the State of _____ having offices

at _____

Signed _____

Name _____

(Type or Print) Title _____

Company _____

Address _____

_____

Phone _____

Fax _____

E-Mail _____

(Seal if Bid is by a Corporation)

PROPOSAL (CONTINUED)

STATE OF _____)

: ss.

COUNTY OF _____)

I, _____ of the City of _____, in the County of _____ and the State of _____, of full age, having been duly sworn according to law, upon my oath depose and say that:

I am _____ of _____, and
Title Name of Organization

in that capacity, I am authorized or empowered to submit this Proposal and all statements herein contained are true and correct.

Sworn and Subscribed to the
City of Jersey City

_____
Signature

before me this day

of , 2015.

_____
SIGNATURE OF NOTARY PUBLIC
(Stamp and Seal)

My commission expires _____

1. CERTIFICATE OF EXPERIENCE:

The Bidder must supply a document which will indicate his experience in performing the required work under this Project. This document shall be attached to this Proposal and along with this Certificate, shall be signed by Bidder.

The information to be included on this document shall consist of at least the following:

(1) Name of Owner

(2) Amount of Contract

(3) Type of Work

(4) Name of Owner's Engineer in Charge of Work

(5) Address of Owner's Engineer, Street and Municipality

(6) Approximate Dates

_____ hereby certifies that

_____ has performed the following work as described

on the attached sheet within the past three (3) years.

_____
Name of Bidder

By_____

Witness

_____
Title

_____
Date

IMPORTANT: THIS CERTIFICATION MUST BE FILLED IN BY BIDDER.

2. PLANT AND EQUIPMENT QUESTIONNAIRE

Submitted to City of Jersey City

By _____

____ a Corporation

____ a Partnership

____ an Individual

With Principal Office at _____.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

a. In what manner have you inspected the proposed work? Explain in detail.

_____

_____

_____

_____

b. Explain your plan and schedule for performing the proposed work.

_____

_____

c. The work, if awarded to you, will have the personal supervision of whom?

_____

_____

2. PLANT AND EQUIPMENT QUESTIONNAIRE (Continued)

d. Do you intend to do the paving on the proposed work with your own forces? _____ If so, give type of equipment to be used.

_____

_____

_____

e. Do you intend to sublet any portions of the work?_____ If so, it is mandatory pursuant to N.J.S.A. 40A:11-16 that you list the names of those subcontractors under each discipline below, failure to do so will automatically result in rejection of the bid.

Trade	Name of Subcontractor	Address
Plumbing & Gas Fitting and all kindred work	_____	_____
Steam and Hot Water Heating and Ventilating Apparatus, and all kindred Work	_____	_____
Electric Work	_____	_____
Structural Steel & Ornamental Iron	_____	_____

Each subcontractor listed above shall fill out and submit a Certificate of Experience (as shown in this Bid Proposal) and items a, b, c, f, g, h, i and the remaining affidavit, duly executed, on the last page of the "Plant and Equipment Questionnaire". The General Contractor shall supply each subcontractor with duplicate pages of this proposal to be filled out by the subcontractor and then submitted with the bid proposal.

2. PLANT AND EQUIPMENT QUESTIONNAIRE (Continued)

Whenever a bid sets forth more than one subcontractor for any of the specialty trade categories listed above, the bidder shall submit to the contracting unit a certificate signed by the bidder listing each subcontractor named in the bid for that category. The certificate shall set forth the scope of work for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor should the bidder be awarded the contract. The certificate shall be submitted to the contracting unit simultaneously with the list of the subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor. If a bidder does not submit a certificate or certificates to the contracting unit, the contracting unit shall award the contract to the next lowest responsible bidder.

f. Give full information about all of your contracts, whether private or government contracts, whether prime or sub-contracts; whether in progress or awarded but not yet begun; or where you are low bidder pending formal award of contract.

The information to be included on this document shall consist of at least the following:

(a) Owner
(b) Location
(c) Description
(d) Adjusted Contract Amount
(e) Amount Completed and Billed
(f) Additional Earned Since Last Estimate
(g) Balance to be Completed
(h) Estimated Date of Completion
(i) Totals of Items, D, E, F, G and H above

g. What equipment do you own that is available for and intended to be used on the proposed project?

The information to be included on this document shall consist of at least the following:

(a) Quantity
(b) Type of Equipment
(c) Description, Size, Capacity, etc.
(d) Condition
(e) Years of Service
(f) Present Location

2. PLANT AND EQUIPMENT QUESTIONNAIRE (Continued)

h. What equipment do you intend to purchase or lease for use on the proposed work, should the Contract be awarded to you?

The information to be included on this document shall consist of at least the following:

(a) Quantity
(b) Type of Equipment
(c) Description, Size, Capacity, etc.
(d) Approximate Cost Purchase/Lease

i. Have you made contracts or received firm offers for all materials within prices used in preparing your Proposal? Do not give name of dealers or manufacturers.

_____

_____

The undersigned hereby declare(s) that the items of equipment in Question g are owned by _____, and are available for and are intended to be used on the Project, if awarded the Contract, and that he/they propose(s) to purchase or lease for the Project the additional items of equipment stated in Question h.

If awarded the Contract, the undersigned will furnish certificates from the owners of leased equipment to the effect that, in case of default of Contract, as set forth in NJSS Subsection 108.14, the Governing Body has the right to take over the leased equipment for use in completing the work.

2. PLANT AND EQUIPMENT QUESTIONNAIRE (Continued)

STATE OF _____)

: ss.

COUNTY OF_____)

I, _____ of the City of _____, in the County of _____

and the State of _____, of full age, having been duly sworn according to law, upon my oath

depose and say that:

I am _____ of _____, and that
Title Name of Organization

the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn and Subscribed to the
City of Jersey City

_____
Signature

before me this day

of , 2015.

_____
SIGNATURE OF NOTARY PUBLIC
(Stamp and Seal)

My commission expires _____

3. NON-COLLUSION AFFIDAVIT

PROJECT TITLE: MANHATTAN AVENUE STREETSCAPE IMPROVEMENTS
J.C. PROJECT NO. E14-001

STATE OF _____)
: ss.
COUNTY OF_____)

I, _____ of the City of _____, in the County of _____

and the State of _____, of full age, having been duly sworn according to law, upon my oath

depose and say that:

I am _____ of _____, the
Title Organization

Bidder making the Proposal for the above named Project and that I executed the said Proposal with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____
(Name of Contractor)

Sworn and Subscribed to the
City of Jersey City

_____
Signature

before me this day
of , 2015.

_____
SIGNATURE OF NOTARY PUBLIC
(Stamp and Seal)

My commission expires _____

4. PUBLIC DISCLOSURE INFORMATION

N.J.S.A. 52:25-24.2 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria has been listed.

STOCKHOLDERS:

Name	Address	% owned

SIGNATURE : _____

TITLE: _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____ OF 20____

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: _____, 20___

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

5. BID GUARANTEE (SEE INFORMATION TO BIDDERS ARTICLE NO. 09)

6. CONSENT OF SURETY (SEE INFORMATION TO BIDDERS ARTICLE NO. 10)

APPENDIX A

NEW JERSEY DEPARTMENT OF TRANSPORTATION
SUPPLEMENTARY SPECIFICATIONS

State of New Jersey
Department of Transportation

Special Provisions
For
State Aid Projects

Chris Christie
Governor

Kim Guadagno
Lt. Governor

James S. Simpson
Commissioner

Edition 2011

SPECIAL PROVISIONS
FOR
STATE AID PROJECTS

FOR THE IMPROVEMENTS OF

MANHATTAN AVENUE STREETSCAPE

IN THE CITY OF JERSEY CITY

COUNTY OF HUDSON

AUTHORIZATION OF CONTRACT

The contract for this project is authorized by the provisions of local public contracts law, NJSA 40A: 11-1 et seq.

SPECIFICATIONS TO BE USED

The 2007 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation and as amended herein, shall govern the construction of this project.

WAGE RATES

The contractor shall pay the minimum wage rates determined by the New Jersey Department of Labor.

State wage rates may be obtained from the New Jersey Department of Labor (Telephone: 609-292-2259) or by accessing the Department of Labor's web site at http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html. The State wage rates in effect at the time of award will be made a part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25, *et seq.*).

In the event it is found that any employee of the contractor or any subcontractor covered by the contract, has been paid a rate of wages less than the minimum wage required to be paid by the contract, the contracting agency may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work, as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the contracting agency for any excess costs occasioned thereby.

GENERAL

All awards shall be made subject to the approval of the New Jersey Department of Transportation. No construction shall start before approval of said award by the New Jersey Department of Transportation. Prior to the start of construction the contractor must submit a Material Questionnaire (SA-11) listing all sources of materials. Any materials used on the project from a non-approved New Jersey Department of Transportation source will be considered non-participating. The contractor is also notified that the District Office, Division of Local Aid and Economic Development must be notified of the construction commencement date at least three (3) calendar days prior to the start of construction.

Award of contract and subletting will not be permitted to, materials will not be permitted from, and use of equipment will not be permitted that is owned and/or operated by, firms and individuals included in the report of suspensions, debarments and

disqualifications of firms and individuals as maintained by the Department of the Treasury, General Services Administration, CN-039, Trenton NJ 08625 (609-292-5400).

Payment for a pay item in the proposal includes all the compensation that will be made for the work of that item as described in the contract documents unless the "measurement and payment" clause provides that certain work essential to that item will be paid for under another pay item.

Whenever any section, subsection, subpart or subheading is amended by such terms as changed to, deleted or added it is construed to mean that it amends that section, subsection, subpart or subheading of the 2001~~7~~7 Standard Specifications unless otherwise noted.

Whenever reference to page number is made, it is construed to refer to the 2001~~7~~7 Standard Specifications unless otherwise noted.

Henceforth in this supplementary specification whenever reference to the State, Department, ME, RE or Inspector is made, it is construed to mean the particular municipality or county executing this contract.

Whenever reference to Title 27 is made, it is construed to mean Title 40.

****

SECTION 401 –HOT MIX ASPHALT (HMA) COURSES

ALTERNATE SUBSECTIONS 401.03.03 H, I AND J
FOR
STATE AID PROJECTS

****

401.03.03 H AIR VOIDS ACCEPTANCE PLAN
THIS SUBSECTION IS REPLACED BY THE FOLLOWING:

H. Air Void Requirements.

Pavement lots are defined as approximately 15,000 square yards of pavement in Surface area. If pavement lot area is less than 5000 square yards, the Regional District Local Aid Office may waive the air voids requirements.

The RE will designate an independent testing agency (Laboratory) to perform the quality assurance sampling, testing and analysis. The Laboratory is required to be accredited by the AASHTO Accreditation Program (www.amrl.net). The Laboratory's accreditation must include AASHTO T 166 and AASHTO T 209.

The Laboratory Technician who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 1.

The Laboratory will determine air voids from 5 (Five) 6 inch diameter cores taken from each lot in random locations within the traveled way and at least one core in each travel lane. The Laboratory will determine air voids of cores from the values for the maximum specific gravity of the mix and the bulk specific gravity of the core. The Laboratory will determine the maximum specific gravity of the mix according to NJDOT B-3 and AASHTO T 209, except that minimum sample size may be waived in order to use a 6-inch diameter core sample. The Laboratory will determine the bulk specific gravity of the compacted mixture by testing each core according to AASHTO T 166.

The Laboratory will calculate the in-place air voids of each completed lot outside the acceptable range of 2 percent air voids to 8 percent air voids.

The RE will assess a reduction in lot due to nonconformance to air voids according to the Table 401.03.03-3.

Table 401.03.03-3 Reduction for Nonconformance to Air Voids Requirements

Lot Average Air Void Value (Five Samples)	Reduction Per Lot (Percent of Lot)
0.0 to 1.9	10
2.0 to 8.0	0
8.1 to 9.0	5
9.1 to 10.0	15
10.1 to 12.0	30
Over 12.0	Remove & Replace

If the average air voids for the lot is greater than 12.0 percent, remove and replace the lot. The replacement work is subject to the same requirements as the initial work.

401.03.03 I THICKNESS REQUIREMENTS

****

ADD THE FOLLOWING FOR RESURFACING PROJECTS.

****

THIS SUBSECTION IS DELETED. IN NO INSTANCE WILL A COMPACTED AVERAGE THICKNESS OF LESS THAN 1.25 INCHES BE ACCEPPTABLE.

****

ADD THE FOLLOWING FOR NEW CONSTRUCTION, COMPLETE RECONSTRUCTION OR WIDENINGS GREATER THAN EIGHT FEET.

****

THIS SUBSECTION IS REPLACED BY THE FOLLOWING:

I. Thickness Requirements.

Thickness requirements will apply when full-depth, uniform-thickness HMA pavement construction is shown.

Pavement lots are defined as approximately 15,000 square yards of pavement area. The Engineer will not include areas consisting of different HMA mixtures or thicknesses in the same lot. If thickness lot area is less than 5000 square yards, the Regional District Local Aid Office may waive the thickness requirements.

The RE will designate an independent testing agency (Laboratory) to perform the quality assurance sampling, testing and analysis. The Laboratory is required to be accredited by the AASHTO Accreditation Program (www.amrl.net). The Laboratory's accreditation must include AASHTO T 166 and AASHTO T 209.

The Laboratory Technician who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 1.

The Laboratory will test for thickness using the full-depth cores taken for surface course air voids, evaluated according to NJDOT B-4. The Laboratory will base acceptance on total thickness and thickness of the surface course.

1. **Total Thickness.** The Laboratory will calculate the percent defective (PD) as the percentage of the lot that is less than the design thickness. The Department will base total thickness acceptance on the percentage of the lot estimated to fall below the specified thickness as follows:

   a. **Sample Mean ($\overline{X}$) and Standard Deviation (S) of the N Test Results ($X_1, X_2, ..., X_N$).**

$$\overline{X} = \frac{(X_1 + X_2 + ... + X_N)}{N}$$

$$S = \sqrt{\frac{(X_1 - \overline{X})^2 + (X_2 - \overline{X})^2 + ... + (X_N - \overline{X})^2}{N - 1}}$$

   b. **Quality Index (Q_L).**

   $Q_L = (\overline{X} - T_{des})/S$, and T_{des} is the design thickness.

   c. **Percent Defective (PD).** Using NJDOT ST - Statistical Tables (NJDOT Standard Specs for Roads and Bridges 2007-NJDOT TEST METHODS) for the appropriate sample size, determine the percentage of material (PD) falling below the design thickness associated with Q_L (lower limit).

   d. **Reduction in Payment.** The Department will determine the reduction in payment based on the quantity of the surface course multiplied by the percent reduction in payment from Table 401.03.03-5.

Table 401.03.03-5 Reduction in Payment for Nonconformance to Requirements for Total Thickness

Percent Defective	Percent Reduction
0 to 25.0	0
25.1 to 30.0	2
30.1 to 35.0	5

35.1 to 40.0	10
40.1 to 45.0	20
Over 45.0	Remove & Replace

c. **Removal and Replacement.** If the lot PD $\geq$ 45, remove and replace, or mill and overlay, the lot. The replacement work is subject to the same requirements as the initial work.

2. **Surface Course Thickness.** The Laboratory will evaluate the surface course solely to determine whether a remove-and-replace or an overlay condition exists, not for pay adjustment. The Laboratory will calculate the percent defective (PD) as the percentage of the lot that is less than the allowable thickness for the nominal maximum aggregate used in the surface course. The Laboratory will accept pavement lots with PD $\leq$ 25 and will reject pavement lots with PD > 25.

The Laboratory will base surface thickness acceptance on the percentage of the lot estimated to fall below the allowable thickness as follows:

a. **Sample Mean ($\overline{X}$) and Standard Deviation (S) of the N Test Results (X_1, X_2,..., X_N).** Calculate using the formula as specified in 401.03.03.I.1.

b. **Quality Index (Q).**

$Q_L = (\overline{X} - T_{all})/S$, where T_{all} is the minimum allowable thickness from Table 401.03.03-6.

Table 401.03.03-6 Surface Course Thickness Requirements

HMA Mix Design Size Designation	Minimum Allowable Compacted Lift Thickness (T_{all})
4.75 MM	0.75 inch
9.5 MM	1.00 inch
12.5 MM	1.25 inches
19 MM	2.00 inches

c. **Percent Defective.** Using NJDOT ST - Statistical Tables (NJDOT Standard Specs for Roads and Bridges 2007-NJDOT TEST METHODS) for the appropriate sample size, determine the percentage of material (PD) falling below the allowable thickness associated with Q_L (lower limit).

d. **Removal and Replacement.** If the surface course fails to meet the acceptance requirement with a PD $\leq$ 25, the Department will require removal and replacement of the lot. The replacement work is subject to the same requirements as the initial work.

REPLACE 401.03.03.J WITH THE FOLLOWING:

J. **Ride Quality Requirements.** The Department may evaluate the HMA surface course placed in travel lanes using the International Roughness Index (IRI) according to ASTM E 1926. Other areas will be tested with a ten foot straight edge. The Department will use the measured IRI and straight edge to compute pay adjustment (PA). The PA will be negative for defective work.

The RE will designate an independent testing agency to perform the ride quality testing and analysis. The testing agency is required to comply with certification requirements according to NJDOT R-1.

The Department will calculate the Pay Adjustment (PA) as specified in Table 401.03.03-7 and will base PA on lots of 0.01mile length for each travel lane.

1. Smoothness Measurement.

The testing agency will test the longitudinal profile of the HMA surface course for ride quality with a Class 1 Inertial Profiling System according to AASHTO MP 11 approved according to AASHTO PP 49.

The testing agency will test the full extent of the pavement in the direction of travel in each wheel path. The single IRI value reported for each 0.01-mile lot of pavement is the average of 3 runs.

2. Other Areas.
   In addition to the above, a 10-foot straightedge shall be used for the following areas: transverse profile of the finished riding surface, longitudinal and transverse profile of shoulders and ramps, utility hardware, drainage inlets and manholes, and any other areas so designated in the Special Provisions. Any areas that have more than a 1/4-inch deviation between any two contact points of the straightedge shall be corrected by the Contractor using infrared heating to rework the material in a manner approved by the Engineer. Following correction, the area will be retested to verify compliance, each individual non-complying location will be assessed $250 negative PA.

3. Control Testing.

   Perform control testing during HMA placement to ensure compliance with the ride quality requirements specified in Table 401.03.03-7.

4. Preparation for IRI Testing.

   Provide the necessary traffic control when the testing agency performs IRI testing. Perform required mechanical sweeping of the surface course before IRI testing. To facilitate auto triggering on laser profilers, place a single line of preformed traffic marking tape perpendicular to the roadway baseline 300 feet before the beginning of each lane to be tested.

5. Acceptance.

   The Engineer will determine acceptance and make payment adjustments based on the following:

   i. Pay Adjustment.

      The pay equations in Table 401.03.03-7 express the pay adjustment in dollars per lot of 0.01 mile. For lots of any other length, the Engineer will scale the pay adjustment up or down in proportion to the actual length of the lot. IRI numbers are in inches per mile.

Table 401.03.03-7 Pay Equations for IRI Ride Quality for 0.01 Mile

Local Roadways with Posted Speed ≥ 45 MPH	IRI ≤ 100	PA = $0
	100 < IRI ≤ 170	PA = (IRI − 100) × (− $1.43)
	IRI > 170	Remove & Replace
Local Roadways with Posted Speed < 45 MPH	IRI ≤ 120	PA = $0
	120 < IRI ≤ 220	PA = (IRI − 120) × (− $1.00)
	IRI > 220	Remove & Replace

   ii. Retest provision.

      After testing, if the IRI exceeds the Remove and Replace value (RRV) in Table 401.03.03-7, the testing agency will retest the lot. The testing agency will average the IRI values from the initial test and the retest to determine the final result.

   iii. Removal and Replacement.

      If the average IRI is greater than the RRV after a retest is performed, remove and replace the lot. Any replacement work is subject to the same requirements as the initial work. If only a small percentage (less than 8 percent) of paving lots falls under the RRV, the RE may allow the Contractor to submit a plan for corrective action. If the Contractor's plan for corrective action is not approved, the RE may require removal and replacement, or may allow the lot to remain in place

and the lot will be subject to the pay adjustment as computed in Table 401.03.03-7. If the Contractor's plan for corrective action is approved and the lot is reworked, the testing agency will test and evaluate it as a new lot that must meet the same requirements as the initial work.

SECTION 902 –ASPHALT

902.02.03 MIX DESIGN

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

UNLESS OTHERWISE APPROVED BY THE ENGINEER, ONLY ONE SOURCE OF SUPPLY FOR HOT MIX ASPHALT SURFACE COURSE MAY BE USED ON THE PROJECT.

902.02.04 SAMPLING AND TESTING

****

DETERMINATION OF CONFORMANCE TO THE VOLUMETRIC PROPERTIES BY SAMPLING AND TESTING AT THE HMA PLANT BY AN INDEPENDENT TESTING AGENCY AND/OR LABORATORY IS PREFERRED; HOWEVER, THE FOLLOWING CHANGES TO SUBSECTION 902.02.04 MAY BE USED AS AN ALTERNATE TO THE SAMPLING AND TESTING PROVISIONS LISTED IN SUBSECTION 902.02.04 TO DETERMINE CONFORMANCE TO THE SPECIFICATION REQUIREMENTS.

****

ADD THE FOLLOWING TO 902.02.04:

F. **Acceptance of HMA.** The Department may accept the HMA as specified in 902.02.04.A through 902-02.04,E by employing staff or an independent testing agency at the HMA plant during production. The inspector who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2.

Alternatively, the Department may accept the HMA by Certification of Compliance according to 106.07.

Baseline Document Changes

Baseline Document Change (BDC) Announcements are notices that a Baseline Document has been modified in part or in whole. A Baseline document is defined as any official document that has gone through an initial approval process and was approved for use as intended. Thus a BDC is an alteration to or rewriting of any officially approved document. New documents are also announced with a BDC.

For additional BDC's to the 2007 specs that are not covered in this document :

http://www.state.nj.us/transportation/eng/documents/BDC/

APPENDIX B

EQUAL EMPLOYMENT OPPORTUNITY (EEO) /
AFFIRMATIVE ACTION (AA) REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY (EEO)/ AFFIRMATIVE ACTION (AA) REQUIREMENTS

FOR CONSTRUCTION CONTRACTS

Questions in reference to EEO/AA requirements for Construction Contracts should be directed to:

Jeana F. Abuan
EEO/AA Officer, P.A.C.O.
Department of Administration
Office of EEO/AA
280 Grove Street Room-103
Jersey City NJ 07302
Tel. # 201-547-4533
Fax# 201-547-5088
E-Mail Address: abuanj@jcnj.org

Rev. 02/10/12

Minority/Women Business Participation
In City Construction Contracts
City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

I Policy

The City of Jersey City has a policy of equal opportunity and nondiscrimination in public contracting based on race, national origin or gender. Further, the City's policy is to encourage increased participation of minority owned businesses in city contracts. This is in accordance with N.J.S.A. 10:5-32, which provides that public works contracts shall provide for equality in opportunity by any contractor engaged in a public works project.

The City has determined that a "responsible" bidder does not engage in unlawful race or gender discrimination in its awarding of subcontracts or the purchase of supplies used in construction, and does make reasonable efforts to solicit and award subcontracts to minority and female businesses.

II Purpose

The city has adopted regulations to assure that bidders receiving City Constructions are not engaged in unlawful discrimination and make reasonable good faith to include persons of color and women owned businesses as subcontractors. The intent and purpose of these procedures is not to require that a specific proportion of every contract be allocated to minority and women owned businesses, but to assure that they are included in the competitive process and have opportunities to participate in the city's publicly contracted projects. Pursuant to this policy, contractor is expected to include minority/women owned businesses in all formal or informal invitations to quote, etc, and to make every reasonable effort to provide subcontracting opportunities to qualified minority and women owned businesses.

The purpose of the "participation levels" referred to herein is to help the city determine whether the contractor has met the requirements of nondiscrimination and of good faith efforts to make subcontracting opportunities available to minority and woman owned businesses. These regulations presume that contractors who have attained or exceeded the suggested participation levels for minority and female subcontractor participation on particular City construction contracts are not engaging in unlawful sex or racial discrimination and have engaged in reasonable efforts to involve minority and female subcontractors. A contractor who is unable to attain or exceed such levels may have its subcontracting practices examined by the city to determine if it is engaging in unlawful discrimination in subcontracting practices or has failed to engage in reasonable outreach efforts.

III **Suggested participation level for minority and women owned subcontractors:**

A. Suggested levels of participation for minority owned subcontractors and women owned subcontractors are determined based on estimates of the dollar value of the work in the various disciplines which may be subcontracted and the availability of minority and woman owned prospective subcontractors in the applicable work areas as reflected in the "SAVI II" database maintained by the State of new Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses. The Office of the Minority & Women Business Enterprise Program maintains and updates a listing of minority and women owned businesses (M/WB's) providing various categories of goods and services. Minority and/ or women owned businesses (M/WB's) are those registered as such with the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses (SAVI II database). In addition, bona fide minority or women owned businesses that are not so registered will be accepted as such pending completion of the registration process, on recommendation of the Minority/ Women Business Enterprise Development Program (MWBE Director).

B. In the event the contractor who is awarded the contract elects to perform in-house, with its own personnel and resources, parts of the job included in the subcontracting estimate, the participation levels will be adjusted accordingly.

C. Suggested participation levels for this project are:

Minority Owned .....20% of the total dollar amount of the contract

Woman owned .....20% of the total dollar amount of the contract

IV **Availability of information/referral lists of minority/women businesses**

A. To assist the successful bidder in identifying prospective M/WB subcontractors for various areas of work included in the project, after notification that the City Council has awarded the contract but prior to the execution of the contract, the successful bidder should contact the M/WBE Director with regard to meeting the City's suggested participation levels of M/WB contractors in the specific disciplines involved in the project.

Identification and/or establishment of prospective subcontractors in various specialties by the M/WBE Director or any City employee are not to be construed as making any representation as to the qualification of any such contractor to perform. Such identification/establishment are made for the sole purpose of identifying minority and women owned businesses in the required areas of work. Determination of qualifications for the particular project remains the responsibility of the contractor. Nothing in these requirements is to be construed as changing in

any way the provision that "bidder will be required to establish to the satisfaction of the Architect (Engineer) the reliability and responsibility of the proposed subcontractors to furnish and perform the work . . . ", or any other provision of these specifications.

V. Bidders will submit with bid proposal:

1. Plan for outreach to and utilization of minority and/or women owned businesses as subcontractors, including bidder's anticipated level for M/WB's in each specialty, which parts of the contact bidder plans to subcontract, and which parts of the contract bidder anticipates subcontracting to M/WB's (Form MWB-3)

2. As to subcontractors required to be submitted with the bid proposal pursuant to NJSA 40A:11-16, or any additional subcontractors requested for bid submission by the architect Engineer, bidder will indicate, on Form WMB-3, if any, are minority or woman owned, and what efforts were made to offer subcontracting opportunities to MWB's in these disciplines, including "solicitation list" of contractors solicited to quote on the job and "commitment lists" of those awarded or to be awarded subcontracts.

3. Bidders will provide a separate copy of items 1 and 2 above, which the Purchasing Agent will forward to the MWB director for review.

VI. **The following applies to the apparent lowest responsive bidder, or three lowest responsive bidders, after results of bid reception have been announced by the Purchasing Agent:**

A. MWBE director will review forms/information submitted by apparent lowest responsible bidder (or three lowest responsible bidders) as part of the bid/proposal, for compliance with nondiscrimination and minority/ women business outreach requirements. These will be preliminary findings, subject to receipt and review of further information/documentation indicated below.

B. MWBE Director may communicate with apparent lowest responsible bidder (or three lowest) requesting further information about subcontractors solicited and subcontractors engaged, and which if any are minority or woman owned, and if appropriate, offering assistance in identifying prospective minority/women subcontractors. (See Form MWB-5). Contractor will have one week to respond. If contractor fails to respond this may resulted in the bid being found non-responsive, on recommendation of the MWBE Director in consultation with the Corporation Counsel.

C. MWBE review will include

1. Verifying that proposed subcontractors listed as M/WB's are listed in the State of NJ SAVI II database or other recognized MWBE listings, e.g., New Jersey Transit, Port Authority, etc. If not, director will attempt to ascertain whether said subcontractors are in fact person of color and/or woman owned and controlled, and provide assistance to proposed subcontractors in registering with SAVI II If MWBE Director has reason to believe the proposed subcontractor is not a bona fide or woman owned and operated business he/she will inform the bidding contractor and the city officials referred to in this section, and may require further verification.

2. Verifying whether bidder has achieved the suggested levels of MWB participation.

3. If not, reviewing the contractor's efforts as documented and the contractor's reasons for not achieving such levels.

D. Findings/Recommendations as to compliance

1. If the bidder's MWB targeted participation levels are achieved, bidder will be presumed not to be engaging in unlawful racial and gender discrimination in the selection of subcontractors and suppliers and will be presumed to have engaged in reasonable outreach efforts.

   If the participation levels are not achieved by the bidder, the MWBE director in consultation with the Corporation Counsel will review the contractor's outreach efforts and subcontracting practices to determine is it has engaged in reasonable efforts to provide subcontracting opportunities to minority owned businesses, or if it has engaged or is engaging in unlawful race or sex discrimination.

3. If said review indicates that the bidder has made reasonable efforts to include minority as subcontractors and suppliers and has not engaged in unlawful race and sex discrimination, the bidder will be in compliance with the requirements of these provisions.

4. If said review indicates that the bidder has failed to make reasonable efforts to provide opportunities to minority businesses as subcontractors and suppliers, has or has engaged in unlawful race and sex discrimination, the bidder will be deemed not responsible under the provisions of these regulations and the provisions of the specifications. Such recommendation will be made by the MWBE director to the Purchasing Agent in consultation with the Corporation Counsel. Any bidder whose bid is rejected based on finding of discrimination may request and receive a hearing in accordance with applicable law (local, state and federal).

5. The review and recommendation process referred to in sections C and D should be completed within two weeks.

VII Awarding of contract

A. The contract will include a provision that Contractor will continue to comply with the provisions of the Minority/Women Business Program requirements and the MWB participation levels agreed upon.

B. The MWBE Director will monitor contractor's compliance. In the event that additional or other subcontracting awards become necessary during the course of the project, the MWBE Director will continue to assist in identification of prospective minority/ women subcontractors as appropriate.

(REVISED 4/13)

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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 contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities 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:

(l) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Dept. of LWD, Construction EEO Monitoring Program 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 contactor 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 ubcontractor 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 (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 Dept. of LWD, Construction EEO Monitoring Program 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 a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, 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 of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the 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 (NJAC 17:27).**

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT B

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Construction Contracts

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27 .

Representative's Name/Title (Print):_____

Representative's Signaature:_____

Name of Company:_____ Tel. No.:_____ Date:_____

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FORM AA-201
Revised 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only
Assignment
Code

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

1. FID NUMBER
2. CONTRACTOR ID NUMBER
3. NAME AND ADDRESS OF PRIME CONTRACTOR
(Name)
(Street Address)
(City) (State) (Zip Code)
4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]
5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT
Name:
Address:
CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD
6. NAME AND ADDRESS OF PROJECT
Name:
Address:
COUNTY
7. PROJECT NUMBER
8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES OR

9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE-IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER										
19. OTHER										
20. OTHER										

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

(Signature)

10. (Please Print Your Name) (Title)

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

Sample Initial Project Workforce Report Form AA201

Instructions

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

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

1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.

2. Note: The Department of Labor & Workforce Development, Construction EEO Monitoring Program will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.

3. Enter the prime contractor's name, address and zip code number.

4. Check box if Company is Minority Owned or Woman Owned

5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.

6. Enter the name and address of the project, including the county in which the project is located.

7. Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.

8. Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.

9. Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journeyworker, AP=Apprentice). Include projected phase-in and completion dates.

10. Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior signing the contract.

THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT AND FORWARD A COPY TO:

NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING UNIT
P.O. BOX 209
TRENTON, NJ 08625-0209
(609) 292-9550

FORM AA-202

REVISED 11/01

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_compliance/pdf/aa202ias.pdf

3. FID or SS Number

1. Name and address of Prime Contractor

2. Contractor ID Number

4. Reporting Period

(NAME)

5. Public Agency Awarding Contract

Date of Award

(ADDRESS)

6. Name and Location of Project

County

7. Project ID Number

(CITY) (STATE) (ZIP CODE)

8. CONTRACTOR NAME (ANY PRIME CONTRACTOR INTERVIEWS FOLLOWING)	9. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT	CLASSIFICATION (SEE REVERSE)	11. NUMBER OF EMPLOYEES A TOTAL	B BLACK	C HISPANIC	D AMERICAN INDIAN	E ASIAN	F FEMALES	12. TOTAL NO OF MIN EMP	13. WORK HOURS TOTAL WORK HOURS	A MIN WIN	B FEMALE WIN	14. % OF WORK HRS A % OF MIN WIN	B % OF FEMALE WIN	15. OUR WORK HRS TOTAL WORK HOURS	A MIN HOURS	B FEMALE HOURS	16. OUR % OF WIN A % OF MIN WIN	B % OF FEM WIN
			J																	
			AP																	
			J																	
			AP																	
			J																	
			AP																	
			J																	
			AP																	
			J																	
			AP																	

12. COMPLETED BY (PRINT OR TYPE)

(NAME) (SIGNATURE) (TITLE)

(AREA CODE) (TELEPHONE NUMBER) (EXT.) (DATE)

Sample Monthly Project Workforce Report Form AA202

Instructions

INSTRUCTIONS FOR COMPLETING MONTHLY PROJECT WORKFORCE REPORT- (AA202)

1. Enter the prime contractor's name, address and zip code number.

2. Enter the CONTRACTOR ID NUMBER assigned by the Dept. of Labor & Workforce Development Construction EEO Compliance Monitoring Program.

3. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has not been applied for or issued, or if your business is such that it will not receive a Federal Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

4. Reporting Period - enter the beginning and ending dates of the month for the report being submitted. (i.e., 1/1/00 - 1/31/00).

5. Enter the complete name of the public agency awarding the contract. Include the date of contract award.

6. Enter the name and location of the project, including the county in which the project is located.

7. Enter the PROJECT NUMBER assigned by the Dept. of Labor & Workforce Development Construction EEO Compliance Monitoring Program.

8. Enter the company name(s) of the contractor(s) performing work at the construction site. List the prime contractor first with subcontractor(s) following.

9. Enter the total percent (%) of project work the contractor or subcontractor has completed, to date

10. Identify the trades or crafts applicable to the prime contractor and each subcontractor listed in column #8. Use a single line for each trade or craft.

11. Enter the total number of employees for each contractor at each level of classification (J=Journeyworker, AP=Apprentice) and the total number of each minority group - Black, Hispanic, American Indian, Asian and Female. Note: Column A shall include Total Number of employees. Columns B-E shall also include minority females. Column F shall include both non-minority and minority females.

12. Enter the total number of minority employees for each employer at each level of classification. Note: This shall be the sum of columns B-E.

13. Enter the Total Monthly work hours for all employees in each craft at each level of classification.
    (A) Enter the Total Monthly minority work hours for each craft at each level of classification (Columns B-E).
    (B) Enter the Total Monthly female work hours for each craft at each level of classification (Column F).

14. (A) Enter the Total Monthly PERCENT of minority work hours for each craft at each level of classification.
    (B) Enter the Total Monthly PERCENT of female work hours for each craft at each level of classification.

15. Enter the Total Cumulative work hours for each craft at each level of classification.
    (A) Enter the Total Cumulative minority work hours for each craft at each level of classification.
    (B) Enter the Total Cumulative female work hours for each craft at each level of classification.

16. (A) Enter the Cumulative Percent of minority work hours for each craft at each level of classification.
    (B) Enter the Cumulative Percent of female work hours for each craft at each level of classification.

17. Print or type the name of the company official submitting the report; include signature, title, telephone number, and date the report is submitted.

THE CONTACTOR SHOULD RETAIN ONE COPY AND SUBMIT A COPY TO THE PUBLIC AGENCY WHICH AWARDED THE CONTRACT. ANOTHER COPY MUST BE FORWARDED TO:

New Jersey Department of Labor & Workforce Development
Construction EEO Compliance Monitoring Program
PO Box 209
Trenton, NJ 08625-0209
609 292-9550

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print):_____

Representative's Signature:_____

Name of Company:_____

Tel. No.:_____ Date:_____

SAMPLE LETTER TO THE UNION

(CONTRACTOR'S LETTER HEAD)

Date:

Local Union: _____

Re: _____Project, Jersey City, NJ

This company is about to enter into a contract with the City of Jersey City for the above project. A condition of the contract is compliance with the state approved affirmative action program, which requires that we make a good faith effort to use minority workers in each construction trade to the extent of ____% of the total work hours, and female workers to the extent of 6.9% of total work hours.

We are further required to submit a statement from an authorized union official, that the union will take such actions as may be necessary with respect to the referral and employment of minority group persons in order to enable this contractor to meet its obligations under the affirmative action plan.

We solicit your help and cooperation, by engaging in aggressive recruitment of minority workers, providing us with the statement requested, and advising whether the union will be able to fulfill our work force needs as indicated.

Very Truly Yours,

_____

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : _____

Address : _____

Telephone No. : _____

Contact Name: _____

Please check applicable category :

_____ Minority Owned Business (MBE)

_____ Minority & Woman Owned Business (MWBE)

_____ Woman Owned business (WBE)

_____ Neither

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : _____

Address : _____

Telephone No. : _____

Contact Name: _____

Please check applicable category :

_____ Minority Owned Business (MBE)

_____ Minority & Woman Owned Business (MWBE)

_____ Woman Owned business (WBE)

_____ Neither

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: _____ #_____

Contractor: _____ Bid Amt. S _____

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. $ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: _____ #_____

Contractor: _____ Bid Amt. S _____

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. $ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

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DIVISION OF PURCHASING COPY

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx $ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

_____

_____

Name of Contractor

By: Signature_____

Type or print name/title: _____

Telephone No: _____ Date_____

.....

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By_____ Date: _____

EQUAL EMPLOYMENT OPORTUNITY COPY

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx. $ Value	To Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

_____

_____

Name of Contractor

By: Signature_____

Type or print name/title:_____

Telephone No: _____ Date_____

.....

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By_____ Date: _____

PURCHASING COPY

Revised 04/2013

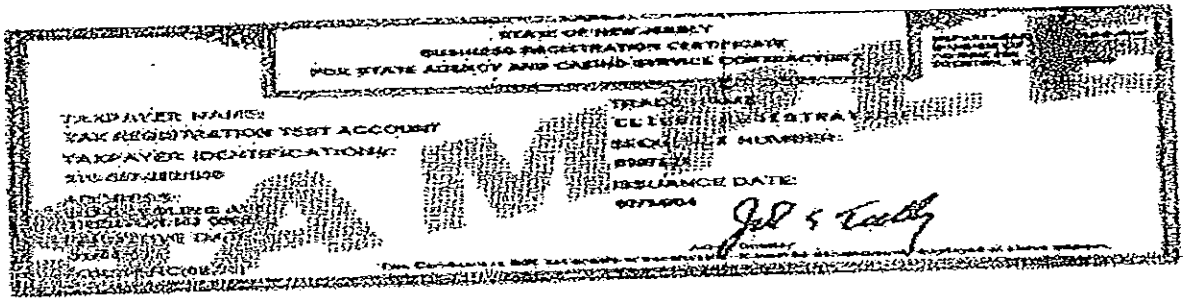
"New Jersey Business Registration Requirements" For Construction Contracts

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency."



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAX REG TEST ACCOUNT

547 ROEBLING AVE
TRENTON, NJ 08611

1093907

October 14, 2004