

*Specifications for:*

***VERNATOR WATSON PARK -  
PLAYGROUND REPLACEMENT***

***PROJECT NO. 2013-029***

CITY OF JERSEY CITY

DEPARTMENT OF  
ADMINISTRATION

DIVISION OF  
ARCHITECTURE  
ENGINEERING & TRAFFIC

13 - 15 LINDEN AVENUE EAST, 1ST FLOOR  
JERSEY CITY, NEW JERSEY 07305



# **SPECIFICATIONS FOR THE LABOR AND MATERIALS REQUIRED FOR**

**DO NOT REMOVE BID PROPOSAL FROM BOUND SPECIFICATIONS. SUBMIT ENTIRE DOCUMENT WITH AN ADDITIONAL COPY OF THE ENTIRE BID PROPOSAL AND ALL SUPPORTING DOCUMENTS SLIPPED INTO BACK COVER.**

**PROJECT:** VERNATOR WATSON PARK - PLAYGROUND REPLACEMENT

**LOCATION:** 62 - 66 MARTIN LUTHER KING DRIVE  
JERSEY CITY, NEW JERSEY 07305

**OWNER:** CITY OF JERSEY CITY  
280 GROVE STREET  
JERSEY CITY, N.J. 07302

HONORABLE STEVEN M. FULOP, MAYOR  
ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR  
PETER FOLGADO, PURCHASING AGENT, RPPO, QPA

**PROJECT ARCHITECTS:** DIVISION OF ARCHITECTURE  
13 - 15 LINDEN AVENUE EAST, 1<sup>ST</sup> FLOOR  
JERSEY CITY, NEW JERSEY 07305  
(201) 547-5913

**DATE:** JANUARY, 2015

**PROJECT NUMBER:** 2013-029

**SPECIFICATIONS FOR  
VERNATOR WATSON PARK - PLAYGROUND REPLACEMENT  
JERSEY CITY, NEW JERSEY**

**PROJECT NO. 2013-029**

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**VERNATOR WATSON PARK - PLAYGROUND  
REPLACEMENT**

**JANUARY/2015**

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## ABBREVIATIONS

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

AASHTO or AASHO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association, Incorporated
AISC	American Institute of Steel Construction, Incorporated
ANSI or ASA	American National Standards Institute
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
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
EIAJ	Electronic Industries Association of Japan
FED. SPEC.	Federal Specification
IEEE	Institute of Electrical and Electronics Engineer (Successor to AIEE and IRE)
NEMA	National Electrical Manufacturer's Association
NJDOT	New Jersey Department of Transportation
NJSS or SS	New Jersey State Highway Department, Standard Specifications for Road & Bridges Construction, 1983, as currently amended. Also called Standard Specifications
OSHA	Occupational Safety and Health Administration
UL	Underwriter's Laboratory

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 at 11:00 A.M.

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

**VERNATOR WATSON PARK - PLAYGROUND REPLACEMENT  
JERSEY CITY, NEW JERSEY**

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.

## **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 Architect. 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. 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(s) of the Project including all physical characteristics above, and or below the surface of the ground; to fully examine the Plans, Proposal, Estimate of Quantities, 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 Contractor such facts concerning physical characteristics at the site(s) of the Project. The Contractor agrees that he will 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.

### 3. 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 City 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.

### 4. 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 should at once notify Brian F. Weller, Division Director in writing at 575 Route 440, Second Fl., 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 ten (10) calendar days prior to the date fixed for the opening of bids, to allow the City to issue an addendum prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions or addition of items will be in the form of written addenda to the specifications which, if issued, will be mailed by registered mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purpose).

## INFORMATION TO BIDDERS

All addendum 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 the 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 addendum. The City will not be responsible for any other explanations or interpretations of the proposed documents.

### 5. 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 Contractor agrees that he will 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.

### 6. SUBMITTING PROPOSAL:

Each Bid must be submitted on the prescribed Proposal Form which shall not be removed from the Specifications. All entries must 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 work 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 delivered in person to the City 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.

**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, 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.**

## INFORMATION TO BIDDERS

### 7. 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. Proposal
- \* 2. Certificate of Experience of General Contractor
- 3. Certificate of Experience of Subcontractors listed on Page P-9, pursuant to N.J.S.A. 40A: 11-16
- \* 4. Plant and Equipment Questionnaire of General Contractor
- 5. Plant and Equipment Questionnaire of Subcontractors listed on Page P-9, pursuant to N.J.S.A. 40A: 11-16
- 6. Non-Collusion Affidavit
- \* 7. Corporation or Partnership Statement
- \* 8. Bid Guarantee
- \* 9. Consent of Surety
- 10. New Jersey Business Registration Certificates of General Contractor and all Subcontractors listed on Page P-9, pursuant to N.J.S.A. 40A:11-16
- 11. Equality Information on Substituted Items (if applicable)
- \* 12. Written acknowledgment of Addendum (if issued), pursuant to N.J.S.A. 40A:11-23.2(e)
- 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
- 15. Form MWB-3; Minority/Women Business Compliance Plan

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.

**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](mailto:contreg@dol.state.nj.us), website: [www.nj.gov/labor/lsse/lspubcon.html](http://www.nj.gov/labor/lsse/lspubcon.html).

## INFORMATION TO BIDDERS

### 8. BID GUARANTEE:

Each proposal shall be accompanied by a Certified Check, Cashier's Check or Bid Bond in the amount of not less than 10% of the total amount bid in the Proposal, but in no case need the Certified Check, Cashier's Check or Bid Bond or any combination thereof exceed \$20,000.00. 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 Performance Bond in the full amount of the Contract.

The bidder's bond is offered as a 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 offer or agent is authorized to execute the bid bond. If a certified check is offered as a guarantee, it shall be made payable to the City of Jersey City.

### 9. 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 contractor with a performance bond on such sum as required. The successful bidder will be required to furnish a surety corporation bond in the amount of the contract conditioned for the faithful performance thereof.

### 10. 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, Purchasing Agent, RPPO, QPA, 394 Central Avenue, 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:11-23.3.

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.

## INFORMATION TO BIDDERS

### 11. CAUSES FOR REJECTION:

Proposals from bidders who are found to be unqualified and Proposals not accompanied by all required and properly completed bid documents may 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/her sole discretion, deems it advisable to do so in the best interest of the City of Jersey City,
- D. if conditions, limitations or provisions are attached by a Bidder to his Proposal, if Proposals are otherwise irregular or if the enclosed or accompanying documents are not completed and properly executed,
- E. if the bidder has not constructed at least three (3) comparable projects within the previous three (3) years,
- F. if the bidder does not own sufficient or satisfactory equipment to perform the work.

### 12. 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 contractor's Performance Bond, the bid guarantees of the remaining unsuccessful bidders will be returned.

Upon execution of the contract by the successful bidder and acceptance by the City of the Performance Bond, and the receipt of the certificate of insurance, the bid guarantee of the lowest bidder will be returned.

No interest will be paid on any form of bid guarantee.

### 13. 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 Municipal Council of the City of Jersey City. If the Total Price is found to have been incorrectly computed, change will be made in any and all unit prices so as to attain conformity with the Total Price before the award is made.

### BID FOR UNIT PRICES CONTRACT:

The Bidder shall state on the Proposal Form the price per unit of measure for each scheduled item of work for which he will agree to carry out the work, and the total price for the performance of the Project, as determined by multiplying each estimated quantity 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.

## INFORMATION TO BIDDERS

### BID FOR LUMP SUM CONTRACT:

Lump Sum Bid, Base Bid prices and Alternates shall be in figures and words. In case of discrepancy the amount described in words shall govern. If any of the alternates listed in the Proposal Form 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 construction contract and the City wishes to accept alternate bids, then contract award will be made to that responsible bidder submitting the low combined bid, consisting of the base bid plus alternate bids. Under this procedure, if the City wishes to make award on only the base bid, then contract award will be made to that responsible bidder submitting the low base bid.

For the purpose of comparison of bids received, the total price stated in the Proposal will be considered to be the amount bid for the Project and award will be made on that Total 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) 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.

### 14. TIME FOR EXECUTING CONTRACT & LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

Any bidder whose Proposal is accepted will be required to execute four (4) copies of the Contract and furnish satisfactory bond, and insurance certificate to the City of Jersey City within ten (10) days after notice of acceptance.

The successful bidder, upon his failure or refusal to execute and deliver the signed contract, bonds and certificate of insurance required within ten (10) days after receipt of contracts 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 of Jersey 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 of Jersey 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 Municipal Council of the City of Jersey City 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 of Jersey City. Any work started or materials delivered prior to said execution of contract shall be at the Contractor's risk.

## INFORMATION TO BIDDERS

### 15. PERFORMANCE BOND:

Within ten (10) days of the date of award of the Contract, the Bidder to whom the Contract has been awarded shall furnish and deliver Surety Corporation 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 amount of the contract, shall be satisfactory to the Corporation Counsel of the City of Jersey City shall be executed by a Surety Company licensed to do business in the State of New Jersey, and shall comply 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.

### 16. CERTIFICATE OF INSURANCE:

The contractor shall also supply to the City, at the time the Contract is signed, Certificate of Insurance in such amounts as described elsewhere in these specifications, which will be maintained by the contractor during the life of the contract. The City of Jersey City shall be named as co-insured on Certificate/Policy.

### 17. ESTIMATES QUANTITIES AND UNIT PRICES:

The Unit Price 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 encountered for settlement of damages, and for replacement of defective work and materials.

The Estimate of Quantities specified 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 Architect 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.

## INFORMATION TO BIDDERS

### 18. 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.

### 19. CHANGES - EXTRA WORK FOR UNIT PRICE CONTRACT:

The City 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 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 City 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 thirty-four (34%) percent of the Prevailing Wage Rate for other direct cost of labor to the Contractor, which includes taxes (eg. FICA, FUTA,

## INFORMATION TO BIDDERS

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 hourly equipment rates shall be as per the monthly rates divided by 176 in the current "Blue Book" published by Nielsen/DATAQUEST. The weekly, hourly and daily rates will not be used.
- 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 City 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 City 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 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.

### 20. CHANGES - EXTRA WORK FOR LUMP SUM CONTRACT:

The City, through the City, 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 City, 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:

## INFORMATION TO BIDDERS

- 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 City 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 thirty-four (34%) 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 hourly equipment rates shall be as per the monthly rates divided by 176 in the current "Blue Book" published by Nielsen/DATAQUEST. The weekly, hourly and daily rates will not be used.
  - 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 City 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 City access to accounts relating thereto.

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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 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. 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 Architect 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.

## INFORMATION TO BIDDERS

### 22. 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 and/or drawings, (later dates to take precedence over earlier dates).
2. Specifications
3. 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 Architect to provide supplementary plans and specifications and the Architect will provide such additional information as may be necessary. Such request shall be made in writing at least two weeks prior to the time such drawings and specifications are to be needed, and no delay caused by the tardiness of the Architect, in supplying such information, shall be considered as neglect or default on his part unless written application shall have been so made.

The Architect 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 also keep at least one set of the plans and specifications on the job site(s) at all times.

### 23. 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 of Jersey 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 the various items scheduled in the Proposal.

## **INFORMATION TO BIDDERS**

### **24. LAWS, ORDINANCES, REGULATIONS & PERMITS:**

The successful bidder must 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 code, regulations, 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 pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the City of Jersey City and 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 Area and commit no trespass on any public or private property in any operation due to or connected with the work embraced in this Contract.

### **25. 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 correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to correct such insertion.

### **26. 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 coverage shall contain a clause indemnifying and saving harmless the City of Jersey City and its 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 certificate 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 sub-paragraphs, and until such insurances have been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurances required of the subcontractor have been obtained and approved.

## INFORMATION TO BIDDERS

The Contractor shall take out and maintain, during the life of this Contract, Workmen's Compensation Insurance for all its employees at the site of the project 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 site of the Project is not protected under Workmen'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 Workmen'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 and Property Damage 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, and the City. The City of Jersey City, 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, the Contractor or the Subcontractor or by anyone directly or indirectly employed by either of them.

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

A. General Liability and Property Damage Insurance:

In an amount not less than \$1,000,000 for injuries, including wrongful death, to any one person, and subject to the same limit for each person, and an amount of not less than \$2,000,000 on account of one accident, and property damage insurance in an amount of not less than \$100,000 for each accident, and for an aggregate limit of not less than \$300,000. This insurance shall be written with an acceptable company authorized to do business in the State of New Jersey, 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". This policy shall contain a broad form contractual coverage endorsement.

C. Automobile Insurance:

(a) 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 \$1,000,000 on account of injury or death of one person and not less than \$2,000,000 on account of

## INFORMATION TO BIDDERS

injury or death of two or more persons; (b) Property Damage Liability Insurance to cover each automobile, truck, vehicle or other equipment used in performance of the Contract in an amount not less than \$100,000 in any accident.

D. Workers' Compensation:

Workers' Compensation coverage with NJ statutory limits and including Employer's Liability limits of no less than \$1,000,000.

E. Builders Risk Insurance:

Coverage shall be in an amount equal to the full value of the material cost to adequately protect the Contractor and the City from all risks resulting in damage to the property.

F. 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 will give at least thirty days notice to the City of any modification or cancellation of any policy or policies.

27. INDEMNITY:

The Contractor agrees to save the City of Jersey City, 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, the Contractor, Subcontractors, agents, and employees in the performance of the Contract and will, after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against the City of Jersey City, 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 will pay any judgement which may be obtained against the City of Jersey City, 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. So much money due to the Contractor under and by virtue of the Contract as shall be considered necessary by the City 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 furnished to the City.

28. SUBMISSION OF POST-BID INFORMATION:

Upon request by the Architect, the selected Bidder shall within seven (7) 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.

## INFORMATION TO BIDDERS

- 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 bidding documents or, if no portions are so designated, the names of the subcontractors proposed for the principal portions of the work.

The bidder will be required to establish to the satisfaction of the Architect 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 Architect will notify the bidder in writing if the Architect after due investigation, has reasonable and substantial objection to any person or organization or such list. If the Architect 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 Architect at no additional cost to the contract.

## **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 flying 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 U. S. Occupational Safety & Health Administration (OSHA), 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 City 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 City policy.

Due notice will be given to all interested parties in accordance with N.J.S.A., 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 notify the Police, Fire and Public Works Department of 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 the Police Department 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.

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.

#### 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 agents 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 base bid.

#### 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, Bid Specifications, Technical 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 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.

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 Architecture, Engineering or 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.

#### 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 Architect/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 Architect/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 selected by the City. The City will pay for all laboratory inspection service direct, and not as a part of the Contract. When instructed, the Contractor shall furnish representative samples of materials and shall make them available for collection by the Engineer.

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.

This article shall not be construed to mean that the contractor is relieved from inspection services and/or test required by the technical specifications and payments to the same.

#### 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 City provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the City. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that 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 CLEAN-UP:

- 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 priced bid for the various items scheduled in the Proposal.

#### GC-23 AUTHORITY OF THE ARCHITECT/ENGINEER:

Wherever the term Engineer is used through out these Specifications, it shall be understood to mean Architect/Engineer.

The Architect/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 Architect/Engineer shall determine the adequacy of the Contractor's methods, plant, and appurtenances. The Architect/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 Architect/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 Architect/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 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 is 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 or 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, its 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 dollars (\$70.00) per hour per man.

City Holidays

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Independence Day	Christmas

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:

General: Working from lines and levels established by the contract documents and as shown in relation to the work, the General Contractor shall establish and maintain bench marks and other dependable markers to set lines and levels to properly locate all work. The General Contractor shall calculate and measure required dimensions as shown (within recognized tolerances if not otherwise indicated); and shall not scale drawings to determine dimensions. Advise tradespersons performing work, of marked lines and levels provided for their use in layout of work.

Surveyor: The General Contractor shall engage a Land Surveyor experienced and specializing in land survey work, who is licensed in the State of New Jersey, to perform services specified in this article.

Survey Procedures: The General Contractor shall verify layout information shown on drawings, in relation to property survey and existing bench marks, before proceeding with layout of actual work. As work proceeds, surveyor shall check every major element for line, level and plumb (where applicable), and maintain an accurate surveyor's log or record book of such checks, available for Architect's or Engineer's reference at reasonable times. Surveyor shall record deviations from required lines and levels, and advise Architect or Engineer promptly upon detection of deviations exceeding indicated or recognized tolerances. The General Contractor shall record deviations which are accepted (not corrected) on record drawings.

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.

#### 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 18 and 19 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 Contracting 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 executed on forms approved by the City.

In addition to the "Progress Schedule", the Contractor shall submit to the Engineer a cost breakdown of his estimated cost of all the 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 shall be used in estimating the amount of partial payments 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 Contractor 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 General Contractor and in no way relieves the General 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 to 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.

Extension of Contract Time for extreme weather conditions will be granted in accordance with the following chart:

<b>Number of Days the Contractor's Work is Limited to in One Month As the Result of Adverse Weather Conditions</b>	<b>Extension of Contract Time Allowable</b>
16-31	0
15	1
14	2
13	3
12	4
11	5
10	6
9	7
8	8
7	9
6	10
5	11
4	12
3	13
2	14
1	15
0	16

In utilizing the above chart, the Architect will:

consider days on which an extension is granted under the category above “floods, tidal waves, earthquakes, cyclones, tornadoes, hurricanes or other cataclysmic natural phenomeon,” as days on which the Contractor’s work is limited as the result of adverse weather conditions;

consider days for which an extension is granted under the categories above for causes other than “floods, tidal waves, earthquakes, cyclones, tornadoes, hurricanes or other cataclysmic natural phenomeon” as days on which the Contractor worked and was unaffected by adverse weather conditions; and

make the above calculation based on the full 30 or 31 days in the calendar month as being days on which the Contractor could have worked without regard to Saturdays, Sundays and holidays.

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 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 a 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.

CHARGE FOR LIQUIDATED DAMAGES FOR EACH DAY OF DELAY

Original Contract Price

From More than-	To and Including	Calendar Day or Specified Completion Date
\$ 0.	\$ 50,000.	\$ 250.
50,000.	100,000.	500.
100,000.	500,000.	750.
500,000.	1,000,000.	1,000.
1,000,000.	2,000,000.	1,250.
2,000,000.		1,500.

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.

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 and severe weather.
- c. To any delays of subcontractors or suppliers occasioned by any of the caused 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.

### GC-37 NO DAMAGE FOR DELAY

The City shall have the right to defer the beginning or to suspend the whole or any part of the work herein contracted to be done whenever, in the opinion of the City Engineer, it may be necessary or expedient for the City to do so. If the Contractor is delayed in the completion of the work by act, neglect or default of the City, the City Engineer or of any of the contractors or consultants employed by the City upon the work; by change orders in the work; by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties or any cause beyond the Contractor's control; or by any cause which the City Engineer shall decide to justify the delay; then for all such delays and suspensions, the Contractor shall be allowed one calendar day addition to the time herein stated for each and every calendar day of such delay so caused in the completion of the work as specified in GC-36 above, the same to be determined by the City Engineer, and a similar allowance of extra time will be made for such other delays as the City Engineer may find to have been caused by the City. No such extension shall be made for any one or more of such delays unless, within 10 calendar days after the beginning of such delay, a written request for additional time shall be filed with the City Engineer. Apart from the extension of time, no payment or allowance of any kind shall be made to the Contractor as compensation for damages on account of hindrance or delay for any cause in the progress of the work, whether such delay be avoidable or unavoidable.

The Contractor shall not be entitled to any damages or extra compensation from the City on the count of any work performed by the City or any other contractor or the City Engineer or any other party, or by reasons of any delays whatsoever, whether caused by the City or any other party including, and not limited to, the delays mentioned in this contract.

### GC-38 ACCEPTANCE OF WORK:

When the Project has been completed, the Contractor shall notify the Engineer in writing. If it is 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 thereof, 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 waiver of any other or subsequent breach.

GC-39 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-40 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 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." 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 it shall be for more than 10 working days. Should this suspension be for 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 therefor. However, he shall have no claim for additional expense for said first ten days of suspension, and any claim for all allowances as above provided shall be filed, in writing, with the Engineer before the expiration of the first ten days 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, EXTENSION OF TIME.

GC-41 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 Architect with respect to the work.
- e) If the Contractor, after notice from the Architect, 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 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 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 Architect.
- k) If the Architect 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 Architect, 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 re-let the uncompleted portions of the work and all expenses of 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 Architect 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-42 REMOVAL OF EQUIPMENT:

In case of termination of work, from any cause whatever, prior to completion, the Contractor shall promptly remove any part or all of his equipment and supplies 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-43 PAYMENTS:

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

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.

Applications for Payment are to be submitted on the G702 and G703 forms and be based on the schedule of values that were submitted at the Preconstruction Conference. Four (4) copies of the Application for Payment are to be submitted to the architect showing completion of the term of the payment term as of the 30th of each month.

Applications for Payment are to be submitted with four (4) copies to the Division of Architecture.

Release of Liens, schedule update, and other material required to accompany the Application must be included in order to receive payment on the Application.

The contractor is to include along with the Application for Payment, a Release of Liens (payment of debits and claims form attached) on the attached form with each Application for Payment for the previous payment period.

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 been 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, direct, 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 Architect 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 Architect, 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 Architect 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 Architect, 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 Subcontractors or for material or labor.
  - e. Unpaid damages by the Contractor to Subcontractors, the City or any other agency or person.
  - f. If in the judgement of the Architect 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 Architect 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 therefor received by the City, shall be deducted by the Architect 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 Architect.

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, negotiable bearer bonds of the State of New Jersey, or negotiable bearer bonds or notes of any political sub-division 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. 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 Architect 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 Architect and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates and other documents, all as required by the Contract Documents, he may make application for final payment. The Architect 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 Architect 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 Architect. 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-44 MAINTENANCE BOND:

Before final payment is made, the Contractor shall furnish a surety corporation bond to the Architect in a sum equal to one hundred percent (100%) of the Contract price. The bond shall remain in full force and effect for a period of two (2) years from the date of acceptance of the Project by the Architect, regardless of the date of installation of individual items, and shall provide that the Contractor guarantees to replace for said period of two (2) years all work performed and all materials furnished that were not performed or furnished according to the terms and performance requirements of the contract, and made good the defects thereof which have become apparent before the expiration of the said period of two (2) years.

If, in the judgment of the Architect, 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 Architect may direct, or if he fails to complete such work within the time prescribed by the Architect, the Contractor agrees that the Architect 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 Architect shall certify in writing that the forgoing obligations have been duly performed.

GC-45 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 Architect. Before consent is given to subcontract any work, the Contractor, if requested by the Architect, 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 Architect an executed statement and acknowledgment in regard to award of subcontract and incorporation of labor clauses in the subcontract.

GC-46 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-47 EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION:

Bidders (Contractors) are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. No firm may be issued a contract unless it complies with these equal employment opportunity and 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 a construction contract, the contractor shall submit to Public Agency Compliance Officer and the New Jersey Division of Contract Compliance & Equal Employment Opportunity in Public Contracts, an Initial Project Workforce Report (Form AA-201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor 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 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-48 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-49 NOT USED

GC-50 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. At the completion of work and prior to final acceptance by the Architect, the contractor shall execute the attached form entitled Warranty of Good Title.

GC-51 COMMUNICATIONS:

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

GC-52 DEFECTIVE WORK:

All materials furnished and all work performed which, in the opinion of the Architect, 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 Architect. 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-53 CO-RELATED 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:

New Jersey State Highway Department Standard Specifications for Road and Bridge Construction, 1983 as currently amended.

National Electrical Code for the National Board of Fire Underwriters.

Standard Specifications of American Water Works Association.

State of New Jersey Uniform Construction Code, Chapter 23, Title 5, New Jersey Administration Code.

American Concrete Institute Building Code.

National Standard Plumbing Code.

Ordinances and Laws of the City of Jersey City

American Society for Testing and Materials.

#### GC-54 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 Architect/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-55 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 Architect 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 Allowances", 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-56 PROOF OF BUSINESS REGISTRATION

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.njgov/njbgs](http://www.njgov/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 good 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 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-1 et 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 contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

**P.L. 2004, c. 57 (N.J.S.A. 52:32-44)**  
**MANDATORY BUSINESS REGISTRATION LANGUAGE**

**Construction Contracts**

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

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  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR**

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 322  
TRENTON, NJ

TAXPAYER NAME: **AMM**  
 TAX REGISTRATION TEST ACCOUNT  
 TAXPAYER IDENTIFICATION#: **070-097-382/000**  
 ADDRESS: **847 ROEBLING AVE  
TRENTON NJ 08611**  
 ISSUANCE DATE: **07/14/04**

TRADE NAME: **AMM**  
 CLIENT REGISTRATION NUMBER: **01073**  
 ISSUANCE DATE: **07/14/04**

*John S. Teally*  
 Director

This Certificate is NOT negotiable or transferable. It must be conspicuously displayed at above address.

  
**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** TAX REG TEST ACCOUNT

**Trade Name:**

**Address:** 847 ROEBLING AVE  
TRENTON, NJ 08611

**Certificate Number:** 1093907

**Date of Issuance:** October 14, 2004

**For Office Use Only:**  
20041014112823633





GC-57 SCHEDULE OF SUBMITTALS BY BIDDER

<u>SUBMITTAL ITEM</u>	<u>TIME OF SUBMISSION</u>	<u>CONSEQUENCES OF NON COMPLIANCE</u>
1. Proposal	Prior to Bid Opening	Bid Rejected
2. Certificate of Experience of General Contractor	With Proposal	Bid Rejected
3. Certificate of Experience of Subcontractors listed pursuant to <u>N.J.S.A. 40A:11-16</u>	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 of Subcontractors listed pursuant to <u>N.J.S.A. 40A:11-16</u>	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. Corporation or Partnership Statement	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 <u>N.J.S.A. 40A:11-16</u>	With Proposal or prior to the Contract award	Bid May Be Rejected
11. Written Acknowledgment of addenda (if issued) pursuant to <u>N.J.S.A. 40A:11-23.2(e)</u>	With Proposal (See Bid Form P-1)	Bid Rejected
12. Public Works Contractor Registration Certificates for General Contractor and all Subcontractors listed pursuant to <u>N.J.S.A. 40A:11-16</u>	With Proposal or prior to the Contract award	Bid Rejected (See Section 7 of Information to Bidders)
13. Exhibit B: Mandatory Equal Employment Opportunity Language	With Proposal, or within 24 hours of bid opening	Bid May Be Rejected
14. MWBE (Contractor Compliance Plan)	With Proposal, or within 24 hours of bid opening	Bid May Be Rejected

<u>SUBMITTAL ITEM</u>	<u>TIME OF SUBMISSION</u>	<u>CONSEQUENCES OF NON COMPLIANCE</u>
15. Initial Manning Report (JCAA-1)	After notification of award but prior to signing a construction Contract	Forfeiture of Bid Security
16. Monthly Project Workforce Report	Once a month thereafter for the Duration of Contract	Default of Contract
17. Insurance Certificates	Prior to Execution of Contract by the City	Forfeiture of Bid Security
18. Performance and Payment Bond	Prior to Execution of Contract by the City	Forfeiture of Bid Security
19. Execution of Contract Agreement	Within 10 days of City Notice of Contract Award	Forfeiture of Bid Security
20. Construction Permits	Prior to Start of Construction (where required)	Default of Contract
21. Subcontractor Prequalification and Insurance other than those listed under <u>N.J.S.A.</u> 40A:11-16	Prior to Subcontractor's Participation	Denial of Subcontractor or Default
22. Material Certifications	Prior to Incorporation in Project	Removal of Unapproved Materials or Default of Contract
23. Shop Drawings	Prior to Incorporation in Project	Removal of Unapproved Materials or Default of Contract
24. Preconstruction Photographs	Prior to Commencement of Work or Stockpiling of Materials (where required)	Default of Contract
25. Notification to Public Utilities	Prior to Commencement of Work	Default of Contract
26. Commencement of Work	Within 10 days of Contract or as Stated in "Notice to Proceed"	Default of Contract
27. Claims for Extra Cost	Within 48 Hours of Instructions from Architect	Denial of Claim
28. Construction Schedule Periodic Estimates	Prior commencement of work and following with each partial payment	Payment Withheld Until Received
29. Request for Additional Time	Within 10 days of Beginning of Delay	Denial of Request Liquidated Damages
30. 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.



**CONTRACTOR'S  
AFFIDAVIT OF  
RELEASE OF LIENS**

---

City of Jersey City  
280 Grove Street  
Jersey City, New Jersey 07302

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

PROJECT :  
(name, address)

---

State of:

County of:

The undersigned hereby certified that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of payment noted above.
2. Separate Release or Waivers of Liens from Subcontractors and material and equipment suppliers accompanied by a list thereof.

CONTRACTOR:

Address:

BY:

Subscribed and Sworn to before me this  
day of 20

Notary Public:

My Commission Expires:

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**CONTRACTOR'S  
INTERIM AFFIDAVIT OF  
PAYMENT OF DEBTS AND CLAIMS**

---

City of Jersey City  
280 Grove Street  
Jersey City, New Jersey 07302

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

PROJECT :  
(name, address)

---

State of:

County of:

The undersigned hereby certified that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered for the period of \_\_\_\_\_ to \_\_\_\_\_ represented in payment no. \_\_\_\_\_ .

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of payment noted above.
2. Separate Release or Waivers of Liens from Subcontractors and material and equipment suppliers accompanied by a list thereof.

CONTRACTOR:

Address:

BY:

Subscribed and Sworn to before me this  
day of 20

Notary Public:

My Commission Expires:

---

**VERNATOR WATSON PARK - PLAYGROUND  
REPLACEMENT**

**JANUARY/2015**

SUPPLEMENTARY CONDITIONS

1. EXAMINATION OF SITES:

Every prime and sub-contract bidder shall study the conditions at the site(s) thoroughly before submitting his bid. No allowance for extra charges will be permitted because of lack of knowledge of all conditions peculiar thereto except such conditions as are indeterminable before the commencement of the work.

2. CHARGE OF SITES:

The contractor shall take the site as found, and shall assume charge of his work throughout the site until completion and acceptance of project by the Architect/Engineer.

The contractor shall cooperate fully and coordinate his work with the City, all utility companies, and all other contractor(s) so that all work is completed on time, with good workmanship and in a harmonious and efficient manner.

The contractor shall be responsible for the security of all his materials, equipment, facilities within the confines of the site.

It shall be the responsibility of the contractor to provide all necessary work of a permanent or temporary nature to safeguard public and construction site.

Work scheduling shall take into full consideration the requirements of the City with respect to minimal disruption of existing functions by demolition and alterations, including the following:

- a. Electrical, gas, water, telephone and drainage services.
- b. Accessibility to existing areas.
- c. Parking areas.
- d. Accessibility by City Maintenance Crews.
- e. Safety of park patrons.
- f. Noise of demolition and construction operations.

The scheduling of shutdowns and other interruptions of existing utilities shall have the approval of the Owner. No shutdowns will be allowed without prior clearance. Shutdown time shall be held to a minimum.

The time and date agreed upon for shutdown periods shall occur during hours approved by the Owner. The performance of this work at such times shall not result in additional expense to the City.

**SUPPLEMENTARY CONDITIONS**

### 3. PROTECTION OF PERSONS AND PROPERTY:

This bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with his work. The bidder shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to:

1. All employees on the site and all other persons who may be affected thereby.
2. Other property at the site or adjacent thereto, including interiors and exteriors of the buildings, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the courses of construction.

The bidder shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including precaution against fire, erection of solid fencing, posting of danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. He shall designate a responsible member of his organization at the site, whose duty shall be the prevention of accidents.

Material Safety Data Sheets (MSDS) must be filed with the designated city personnel and copy to the architect, a minimum of ten (10) days prior to any material being brought onto the site. Failure to file MSDS will result in rejection of the material by the city inspector and it will not be permitted on the site.

No requirement of or omission to this Contract shall be deemed to limit or impair any responsibilities or obligations assumed by the contractor under or in connection with this contract.

All debris and waste resulting from the performance of the work shall be removed in such a manner as to prevent damage to all existing and new construction, and shall be legally disposed of by the contractor at his expense at the end of each day. Stockpiling of debris and waste is not permitted.

When the work is in progress, the contractor shall protect the areas directly below and/or around the work areas with yellow traffic cones. This bidder shall not load or permit any part of the work to be loaded so as to endanger its safety.

Fire protection during the contractor's activity shall be provided by installation of a minimum of two (2) chemical fire extinguishers on the site.

The contractor shall, at his own expense, make good any damage, direct or indirect that may be done in the course of the performance of the work by him or his subcontractor to any utility structure or municipal facility, or to newly completed work, through or by reason of the performance of the work.

### **SUPPLEMENTARY CONDITIONS**

#### 4. TEMPORARY WORK AND SERVICES:

The contractor shall provide all materials, labor and equipment necessary to perform all work of a general or temporary nature as required for the complete construction of the project, all as shown on the accompanying drawings and as specified herein.

All Temporary Work and Services shall be maintained in an acceptable condition for the duration of the project and until removal is authorized. At the end of the project, or as directed, the contractor shall remove all temporary work and services and dispose of all materials off site. Cost of all work plus cost of operating and maintaining temporary services shall be included in the contract price.

Temporary Stairs, Runways, etc.: The contractor shall design and provide the necessary temporary stairs, ladders, runways, platforms, scaffolding, floors, etc. that may be required. All such temporary structures shall be of adequate strength for the purposes for which they are constructed.

Temporary Light and Power: Where necessary, the contractor shall provide at his own expense, suitable power facilities and the temporary lighting required for the proper prosecution of the work.

#### 5. PRODUCT HANDLING, STORAGE AND DELIVERY:

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 Owner.

Deliver material in manufacturer's original, unopened containers and rolls with labels intact and legible, to be inspected by Inspector. Deliver materials in sufficient quantity to allow continuity of work.

Store all materials on clean raised platforms. Store rolled goods on end. Handle rolled goods so as to prevent damage to edge or ends.

Provide continuous water protective covering for those materials which require protection against wetting and moisture absorption. Protect materials against damage by construction traffic. Remove damaged materials from construction site.

The contractor will not be permitted to store any petroleum products or any other flammable materials at the construction site.

The materials and equipment not to be stored at the work site shall be removed from the site and stored in the area designated for the contractor's use prior to the end of each work day. Access to work areas with equipment and material will be approved by the Architect prior to any work.

### **SUPPLEMENTARY CONDITIONS**

6. PROGRESS SCHEDULE AND COST BREAKDOWN:

The Contractor shall submit to the Architect a Progress Schedule and cost Breakdown for approval as described in Article GC-33, of the General Conditions.

The cost breakdown shall generally follow the division of trades in the Technical Specifications. Should any trade amount exceed \$10,000., this trade shall be subdivided into finer cost breakdowns as to meet the Architects/Engineers approval.

7. RECORD DRAWINGS

The Record Drawings (Section 01700, Item 1.5 B) shall be reviewed the same day as the request for payment during the course of the Work. Payment will not be made unless all work which varies substantially or requires precise measurement has been transferred to the Record Drawings.

8. CLEANING UP:

The contractor shall keep the site free from all surplus material, dirt and rubbish at all times. At the completion of the work, he shall remove all waste materials and rubbish from and about the project and shall remove all paint and/or bituminous spots from new and existing surrounding surfaces.

Spaces where construction work is in progress and all the adjacent areas shall be broom cleaned and free of refuse, rubbish, scrap material or debris at the end of each work day.

In addition to general broom cleaning, the following cleaning shall be done at completion of work: remove marks, stains, fingerprints, other soil and dirt from all surfaces affected by this project; clean out all new and existing drainage structures constructed and/or affected in any way by the work of this contract.

9. PUNCH LIST:

Near the completion of the project, upon the contractor's notification, the Architect and Engineer will inspect the work, and prepare one or more punch lists of work that needs to be corrected. The contractor shall have the work on the punch list corrected by the respective trades to conform to the contract documents, shall check the work, and shall notify the Architect when the punch list items are properly corrected.

The final payment shall not be released until all corrective work is completed and approved by the Architect.

END OF SUPPLEMENTARY CONDITIONS

**SUPPLEMENTARY CONDITIONS**

SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Project consists of removal and replacement of existing play structure.
  - 1. Project Location: 62 - 66 MLK Drive., Jersey City, New Jersey 07305
  - 2. Owner: City of Jersey City, 280 Grove Street, Jersey City, New Jersey 07302.
- B. Architect Identification: The Contract Documents, dated January 2015 were prepared for the Project by Jersey City Division of Architecture, 13 - 15 Linden Avenue East, Jersey City, New Jersey 07305.
- C. The Work consists of but is not limited to the following:
  - \* Removal and disposal of existing site improvements, as designated on the drawings, that include but are not necessarily limited to; concrete sidewalk, curbing, play structures, footings, rubber safety surfacing, fencing and designated trees pruning debris.
  - \* Earthwork
  - \* Installation of new playground equipment.
  - \* Installation of new safety surfacing.
  - \* Installation of new site furnishings (trash cans) as specified or as shown on the drawings.
  - \* Preparation and installation of specified landscaping items, including but not limited to decorative fencing and gates.

### 1.3 CONTRACTS

- A. Project will be constructed under a general construction contract.

### 1.4 USE OF PREMISES

- A. General: Contractor shall have full use and responsibility of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100

**SECTION 01322 - PHOTOGRAPHIC DOCUMENTATION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for the following:
  - 1. Preconstruction photographs.
  - 2. Periodic construction photographs.
  - 3. Final Completion construction photographs.

**1.3 SUBMITTALS**

- A. Qualification Data: For firms and persons specified in “Quality Assurance” Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same label information as corresponding set of photographs.
- C. Construction Photographs: Submit a proof set of a minimum of fifteen (15) photographic views within seven (7) days of taking photographs. Six (6) to ten (10) photographs for each phase or as further described will be selected to be printed and submitted for record.
  - 1. Format: 8-by-10-inch smooth-surface matte prints on single-weight commercial-grade photographic paper, enclosed back to back in clear plastic sleeves that are punched for standard 3-ring binder.
  - 2. Identification: On back of each print, provide an applied label or rubber-stamped impression with the following information:
    - a. Name of Project.
    - b. Name and address of photographer.

- c. Name of Architect.
  - d. Name of Contractor.
  - e. Date photograph was taken if not date stamped by camera.
  - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
  - g. Unique sequential identifier.
3. Digital Images: Submit a complete set of digital image electronic files with each submittal of prints as a Project Record Document on CD-ROM. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor, uncropped.

#### 1.4 QUALITY ASSURANCE

- A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

#### 1.5 COORDINATION

- A. Auxiliary Services: Cooperate with photographer and provide auxiliary services requested, including access to Project site and use of temporary facilities, including temporary lighting required to produce clear, well-lit photographs without obscuring shadows.

#### 1.6 USAGE RIGHTS

- A. Obtain and transfer copyright usage rights from photographer to Jersey City Division of Architecture (JCA) for unlimited reproduction of photographic documentation.

### PART 2 - PRODUCTS

#### 2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in uncompressed TIFF format, produced by a digital camera with minimum sensor size of 16.0 megapixels, and at an image resolution of not less than 3872 by 2592 pixels.

## PART 3 - EXECUTION

### 3.1 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified commercial photographer to take construction photographs.
- B. Available Photographer:
  - 1. Subject to compliance with requirements, photographers offering services that may be used include, but are not limited to, the following:
    - a. Zbig Zedrus Photography or approved equal.
- C. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- D. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
  - 1. Date and Time: Include date and time in filename for each image.
  - 2. Field Office Images: Maintain one set of images on CD-ROM in the field office at Project site, available at all times for reference. Identify images same as for those submitted to Architect.
- E. Preconstruction Photographs: Before commencement of demolition and before starting construction, take digital photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Construction Manager.
  - 1. Flag construction limits before taking construction photographs.
  - 2. Take six 6 photographs minimum to show existing conditions adjacent to areas that are to remain undisturbed before starting the Work.
  - 3. Take eight 8 photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
  - 4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

- F. Periodic Construction Photographs: Take 15 digital photographs at each construction milestone, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
  
- G. Final Completion Construction Photographs: Take 15 color photographs after date of Substantial Completion for submission as Project Record Documents. Construction Manager will direct photographer for desired vantage points.
  - 1. Do not include date stamp.
  
- H. Additional Photographs: Architect[ or Construction Manager] may issue requests for additional photographs, in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum [or in the allowance for construction photographs].
  - 1. Three days' notice will be given, where feasible.
  - 2. In emergency situations, take additional photographs within 24 hours of request.
  - 3. Circumstances that could require additional photographs include, but are not limited to, the following:
    - a. Special events planned at Project site.
    - b. Immediate follow-up when on-site events result in construction damage or losses.
    - c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
    - d. Substantial Completion of a major phase or component of the Work.
    - e. Extra record photographs at time of final acceptance.
    - f. Owner's request for special publicity photographs.

END OF SECTION 01322

**SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Sewers and drainage.
  - 2. Water service and distribution.
  - 3. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
  - 4. Heating facilities.
  - 5. Electric power service.
  - 6. Lighting.
  - 7. Telephone service.
- C. Support facilities include, but are not limited to, the following:
  - 1. Dewatering facilities and drains.
  - 2. Project identification and temporary signs.
  - 3. Waste disposal facilities.
  - 4. Storage and fabrication sheds.
  - 5. Snow and ice removal.
- D. Security and protection facilities include, but are not limited to, the following:
  - 1. Environmental protection.
  - 2. Stormwater control.
  - 3. Site enclosure fence.
  - 4. Barricades, warning signs, and lights.
  - 5. Fire protection.

E. Related Sections include the following:

1. Division 2 Section "Tree Protection and Trimming" for temporary protection controls.
2. Divisions 2 through 16 for temporary heat, ventilation, and humidity requirements for products in those Sections.

1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to Owner or Architect and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
1. Owner's construction forces.
  2. Occupants of Project.
  3. Architect.
  4. Testing agencies.
  5. Personnel of authorities having jurisdiction.
- B. Water Service: Pay water service use charges, whether metered or otherwise, for water used by all entities engaged in construction activities at Project site.
- C. Electric Power Service: Pay electric power service use charges, whether metered or otherwise, for electricity used by all entities engaged in construction activities at Project site.

1.4 SUBMITTALS

- A. Project Identification Sign: Submit shop drawings of project sign with lettering sizes and font types indicated.
- B. Traffic Control Plan: Submit plans indicating work sequencing in terms of traffic control. Indicate traffic patterns, areas to be closed down to pedestrians and automotive traffic including all signs and barricades required.
- C. Application for Street, Lane, Sidewalk Closure: Submit application located at end of Section, or most current revised application, to Jersey City Engineering & Transportation Division.
- D. Temporary Utility Reports: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.

- E. Implementation and Termination Schedule: Within 15 days of date established for submittal of Contractor's Construction Schedule, submit a schedule indicating implementation and termination of each temporary utility.

## 1.5 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
  - 1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
  - 2. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

## 1.6 PROJECT CONDITIONS

- A. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.
  - 1. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.
- B. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
  - 1. Keep temporary services and facilities clean and neat.
  - 2. Relocate temporary services and facilities as required by progress of the Work.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Architect. Provide materials suitable for use intended.

- B. Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.76-mm-) thick, galvanized steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts.
- C. Construction Signs: See Application at end of Section for typical signs. Meet N.J.D.O.T. and J.C. Engineering and Transportation requirements.
- D. Paint: Comply with requirements in Division 9 Section "Painting."
- E. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.
- F. Water: Potable.

## 2.2 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
  - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- C. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- D. Drinking-Water Fixtures: Containerized, tap-dispenser, bottled-water drinking-water units, including paper cup supply.
  - 1. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 deg F (7.2 to 12.7 deg C).
- E. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use for type of fuel being consumed.

- F. **Electrical Outlets:** Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- G. **Power Distribution System Circuits:** Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.
- H. **First Aid Supplies:** Comply with governing regulations.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. **Locate facilities** where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. **Provide each facility ready for use** when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. **General:** Engage appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
  - 2. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.
  - 3. Obtain easements to bring temporary utilities to Project site where Owner's easements cannot be used for that purpose.
- B. **Sewers and Drainage:** If sewers are available, provide temporary connections to remove effluent that can be discharged lawfully. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds, and similar facilities. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off-site in a lawful manner.
  - 1. Filter out excessive soil, construction debris, chemicals, oils, and similar contaminants that might clog sewers or pollute waterways before discharge.

2. Connect temporary sewers to municipal system as directed by sewer department officials.
  3. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. After heavy use, restore normal conditions promptly.
  4. Provide temporary filter beds, settlement tanks, separators, and similar devices to purify effluent to levels acceptable to authorities having jurisdiction.
- C. **Water Service:** Install water service and distribution piping in sizes and pressures adequate for construction until permanent water service is in use. Sterilize temporary water piping before use.
- D. **Sanitary Facilities:** Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
1. **Disposable Supplies:** Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
  2. **Toilets:** Install self-contained toilet units. Shield toilets to ensure privacy. Provide separate facilities for male and female personnel.
  3. **Wash Facilities:** Install wash facilities supplied with potable water at convenient locations for personnel who handle materials that require wash up. Dispose of drainage properly. Supply cleaning compounds appropriate for each type of material handled.
    - a. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.
  4. **Drinking-Water Facilities:** Provide bottled-water, drinking-water units.
    - a. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 deg F (7.2 to 12.7 deg C).
  5. Locate toilets and drinking-water fixtures so personnel need not walk more than or 200 feet (60 m) horizontally to facilities.
- E. **Heating:** Provide temporary heating required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed.
1. Maintain a minimum temperature of 50 deg F (10 deg C) in permanently enclosed portions of building for normal construction activities, and 65 deg F (18.3 deg C) for finishing activities and areas where finished Work has been installed.

- F. **Ventilation and Humidity Control:** Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- G. **Electric Power Service:** Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnecting means, automatic ground-fault interrupters, and main distribution switchgear.
1. Install electric power service underground, unless overhead service must be used.
  2. Install power distribution wiring overhead and rise vertically where least exposed to damage.
- H. **Electric Distribution:** Provide receptacle outlets adequate for connection of power tools and equipment.
1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- I. **Lighting:** Provide temporary lighting with local switching that provides adequate illumination for construction operations and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
  2. Install exterior-yard site lighting that will provide adequate illumination for construction operations, traffic conditions, and signage visibility when the Work is being performed.
- J. At construction site, post a list of important telephone numbers.
1. Police and fire departments.
  2. Ambulance service.
  3. Contractor's home office.
  4. Architect's office.
  5. Engineers' offices.
  6. Principal subcontractors' field and home offices.
- K. **Telephone Service:** Provide two (2) smart phones with chargers with unlimited data usage for the Jersey City Inspectors and Project Managers use during the contract limit through final payment. Turn over activated phones at Pre-Construction Meeting. Include carrying cases or clips along with stationary and mobile charging cord.

### 3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access.
2. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines. Comply with NFPA 241.
3. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Traffic Controls: Provide temporary traffic controls at junction of temporary roads with public roads. Include warning signs for public traffic and "STOP" signs for entrance onto public roads. Comply with requirements of authorities having jurisdiction.

C. Dewatering Facilities and Drains: Comply with requirements in applicable Division 2 Sections for temporary drainage and dewatering facilities and operations not directly associated with construction activities included in individual Sections. Where feasible, use same facilities. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining property nor endanger permanent Work or temporary facilities.
2. Before connection and operation of permanent drainage piping system, provide temporary drainage where roofing or similar waterproof deck construction is completed.
3. Remove snow and ice as required to minimize accumulations. Snow shall be removed by G.C. from all sidewalks within the right-of-way within 24 hours of stoppage of snow.

D. Project Identification and Temporary Signs: Prepare Project identification and other signs in sizes indicated at the end of this section. Install signs where indicated to inform public and persons seeking entrance to Project. Do not permit installation of unauthorized signs.

1. Engage an experienced sign painter to apply graphics for Project identification signs. Comply with details indicated.
2. Construct signs of exterior-type Grade, plywood in sizes and thicknesses indicated. Support on posts or framing of preservative-treated wood or steel.
3. Paint sign panel and applied graphics with exterior-grade alkyd gloss enamel over exterior primer.

E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.

1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.
  2. Develop a waste management plan for Work performed on Project. Indicate types of waste materials Project will produce and estimate quantities of each type. Provide detailed information for on-site waste storage and separation of recyclable materials. Provide information on destination of each type of waste material and means to be used to dispose of all waste materials.
- F. **Janitorial Services:** Provide janitorial services on a bi-monthly basis for temporary offices, first-aid stations, toilets, wash facilities, lunchrooms, and similar areas. Provide weekly service for toilet facilities.
- G. **Storage and Fabrication Sheds:** Provide sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility services. Sheds may be open shelters or fully enclosed spaces within building or elsewhere on-site.
1. Construct framing, sheathing, and siding using fire-retardant-treated lumber and plywood.
  2. Paint exposed lumber and plywood with exterior-grade acrylic-latex emulsion over exterior primer.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. **Environmental Protection:** Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site.
- B. **Stormwater Control:** Provide earthen embankments, hay bales and/or geotextile or similar barriers in accordance with Hudson Essex Passaic Soil Erosion and Sediment Control Standards in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of stormwater from heavy rains.
- C. **Tree and Plant Protection:** Comply with requirements in Division 2 Section "Tree Protection and Trimming."
- D. **Site Enclosure Fence:** Before construction operations begin, install chain-link enclosure fence with lockable entrance gates. Locate where indicated, or enclose entire Project site or portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs, and other animals from easily entering site except by entrance gates.
1. Set fence posts in compacted mixture of gravel and earth or in concrete bases.
  2. Provide gates in sizes and at locations necessary to accommodate delivery vehicles and other construction operations.

3. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide Owner with one set of keys.
- E. **Security Enclosure and Lockup:** Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- F. **Barricades, Warning Signs, and Lights:** Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- G. **Temporary Enclosures:** Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
1. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
  2. **Vertical Openings:** Close openings of 25 sq. ft. (2.3 sq. m) or less with plywood or similar materials.
  3. **Horizontal Openings:** Close openings in floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
  4. Install tarpaulins securely using fire-retardant-treated wood framing and other materials.
  5. Where temporary wood or plywood enclosure exceeds 100 sq. ft. (9.2 sq. m) in area, use fire-retardant-treated material for framing and main sheathing.
- H. **Temporary Fire Protection:** Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
1. Provide fire extinguishers, installed on walls on mounting brackets, visible and accessible from space being served, with sign mounted above.
    - a. **Field Offices:** Class A stored-pressure water-type extinguishers.
    - b. **Other Locations:** Class ABC dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for exposures.
    - c. Locate fire extinguishers where convenient and effective for their intended purpose; provide not less than one extinguisher on each floor at or near each usable stairwell.
  2. Store combustible materials in containers in fire-safe locations.
  3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for firefighting. Prohibit smoking in hazardous fire-exposure areas.
  4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

5. Develop and supervise an overall fire-prevention and first-aid fire-protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
  1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
  2. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  1. Materials and facilities that constitute temporary facilities are the property of Contractor. Owner reserves right to take possession of Project identification signs.
  2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
  3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 1 Section "Closeout Procedures."

END OF SECTION 01500

**VERNATOR WATSON PARK  
PLAYGROUND REPLACEMENT**

CITY OF JERSEY CITY

STEVEN M. FULOP

MAYOR

ROLANDO R. LAVARRO JR.  
COUNCIL PRESIDENT

ROBERT J. KAKOLESKI  
BUSINESS ADMINISTRATOR

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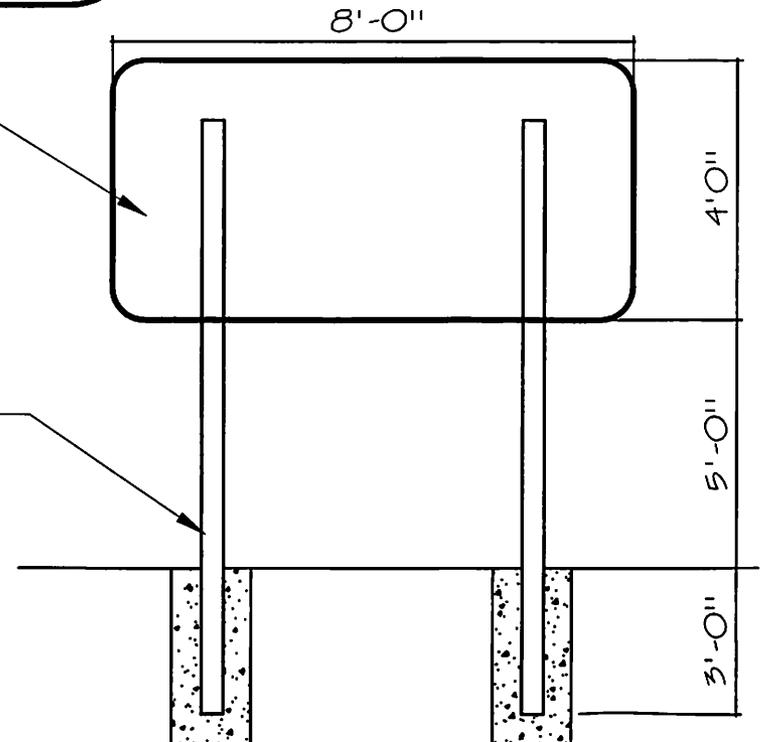
RICHARD BOGGIANO  
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CANDICE OSBORNE

KHEMRAJ RAMCHAL  
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CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC  
13 LINDEN AVENUE EAST  
JERSEY CITY, NEW JERSEY 07305

$\frac{3}{4}$ " PLYWOOD  
PAINTED WHITE  
W/BLUE TEXT

4"X4" POSTS  
SET IN CONCRETE



**SECTION 01731 - CUTTING AND PATCHING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
  - 1. Division 1 Section "Selective Demolition" for demolition of selected portions of the building for alterations.
  - 2. Divisions 1 through 16 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
    - a. Requirements in this Section apply to site/civil, mechanical and electrical installations. Refer to respective Divisions and Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

**1.3 DEFINITIONS**

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

**1.4 QUALITY ASSURANCE**

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
  - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

### 3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
  5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

END OF SECTION 01731

SECTION 01732 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
  - 1. Demolition and removal of selected portions of a playground structures.
  - 2. Demolition and removal of selected site elements, including concrete sidewalk and curb.
  - 3. Repair procedures for selective demolition operations.
  - 4. Clearing, loading and removal of demolished concrete miscellaneous concrete footings, safety surfacing and excess spoil materials.
- B. Related Sections include the following:
  - 1. Division 1 Section "Photographic Documentation" for preconstruction photographs taken before selective demolition.
  - 2. Division 1 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.
  - 3. Division 1 Section "Cutting and Patching" for cutting and patching procedures for selective demolition operations.
  - 4. Division 2 Section "Site Clearing" for site clearing and removal of above- and below-grade improvements.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Save: Salvage items from existing construction and deliver them to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.

- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

#### 1.4 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.
- B. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered during selective demolition remain Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.
  - 1. Coordinate with Owner, who will establish special procedures for removal and salvage.

#### 1.5 QUALITY ASSURANCE

- A. Professional Engineer Qualifications: Comply with Division 1 Section "Quality Requirements."
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.

#### 1.6 PROJECT CONDITIONS

- A. Owner assumes no responsibility for condition of areas to be selectively demolished.
  - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- B. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

- C. Storage or sale of removed items or materials on-site will not be permitted.
- D. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

## PART 2 - PRODUCTS

### 2.1 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
  - 1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - 2. Use materials whose installed performance equals or surpasses that of existing materials.
- B. Comply with material and installation requirements specified in individual Specification Sections.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. General Contractor to engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.

### 3.2 UTILITY SERVICES

- A. Existing Utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.
- B. Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.
- C. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utilities serving areas to be selectively demolished.
  - 1. Arrange to shut off indicated utilities with utility companies.
  - 2. If utility services are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary utilities that bypass area of selective demolition and that maintain continuity of service to other parts of building.
  - 3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
  - 4. All utilities are to be terminated at source in street in accordance with the governing Utility Company's requirements.
- D. Utility Requirements: Refer to Division 15 and 16 Sections for shutting off, disconnecting, removing, and sealing or capping utilities. Do not start selective demolition work until utility disconnecting and sealing have been completed and verified in writing.

### 3.3 PREPARATION

- A. Dangerous Materials: Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.
- B. Pest Control: Employ a certified, licensed exterminator to treat building and to control rodents and vermin before and during selective demolition operations.
- C. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
  - 2. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.

3. Protect existing site improvements, appurtenances, and landscaping to remain.
  4. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
- D. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  4. Cover and protect furniture, furnishings, and equipment that have not been removed.
- E. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of construction to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
1. Strengthen or add new supports when required during progress of selective demolition.

### 3.4 POLLUTION CONTROLS

- A. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.
1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- B. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- C. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

### 3.5 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain [fire watch and] portable fire-suppression devices during flame-cutting operations.
  5. Maintain adequate ventilation when using cutting torches.
  6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  9. Dispose of demolished items and materials promptly.
  10. Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.
- B. Removed and Reinstalled Items: Comply with the following:
1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
  2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  3. Protect items from damage during transport and storage.
  4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition [and cleaned] and reinstalled in their original locations after selective demolition operations are complete.

- D. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.
- E. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- F. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

### 3.6 PATCHING AND REPAIRS

- A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.
- B. Patching: Comply with Division 1 Section "Cutting and Patching."

### 3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION 01732

**SECTION 01770 - CLOSEOUT PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Project Record Documents.
  - 3. Operation and maintenance manuals.
  - 4. Warranties.
  - 5. Instruction of Owner's personnel.
  - 6. Final cleaning.
- B. Related Sections include the following:
  - 1. Division 1 Section "Photographic Documentation" for submitting Final Completion construction photographs and negatives.
  - 2. Divisions 2 through 9 Sections for specific closeout and special cleaning requirements for products of those Sections.

**1.3 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 3. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

4. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
5. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
6. Complete startup testing of systems.
7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
8. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

#### 1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## 1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three (3) copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order.
  - 2. Organize items applying to each space by major element.
  - 3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Page number.

## 1.6 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.
- B. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
  - 1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
    - b. Accurately record information in an understandable drawing technique.
    - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
    - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
  - 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
  - 3. Mark important additional information that was either shown schematically or omitted from original Drawings.

4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
  5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
  6. **At a time near the completion of the work, arrange and pay for reproduction firm with document loss insurance coverage to secure original drawings from Architect to make one complete set of mylar transparencies of all drawings included in this contract. Carefully transfer all changes shown on the record drawings to the corresponding mylars. Call attention to each change entry by drawings neatly in a crisp pen or pencil. Submit full set of mylars as a record document. Original drawings to be returned to the architect by the reproduction firm.**
- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Note related Change Orders and Record Drawings where applicable.
- D. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

## 1.7 OPERATION AND MAINTENANCE MANUALS

- A. Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
1. Operation Data:
    - a. Emergency instructions and procedures.
    - b. System, subsystem, and equipment descriptions, including operating standards.
    - c. Operating procedures, including startup, shutdown, seasonal, and weekend operations.
    - d. Description of controls and sequence of operations.
    - e. Piping diagrams.

2. Maintenance Data:

- a. Manufacturer's information, including list of spare parts.
  - b. Name, address, and telephone number of Installer or supplier.
  - c. Maintenance procedures.
  - d. Maintenance and service schedules for preventive and routine maintenance.
  - e. Maintenance record forms.
  - f. Sources of spare parts and maintenance materials.
  - g. Copies of maintenance service agreements.
  - h. Copies of warranties and bonds.
- B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

1.8 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide safe access to areas.
    - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - g. Remove labels that are not permanent.
    - h. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
    - i. Leave Project clean and ready for occupancy.

- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01770

SECTION 02230 - SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

- 1. Removal of tree trimming/pruning debris.

- B. Related Sections include the following:

- 1. Division 1 Section "Temporary Facilities and Controls" for temporary utilities, temporary construction and support facilities, temporary security and protection facilities, and environmental protection measures during site operations.
  - 2. Division 1 Section "Selective Demolition" for demolition of structures.
  - 3. Division 2 Section "Tree Protection and Trimming" for protecting trees remaining on-site that are affected by site operations.

1.3 PROJECT CONDITIONS

- A. Traffic: Conduct site-clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction.
- B. Protection of Existing Improvements: Provide protections necessary to prevent damage to existing improvements indicated to remain in place.
  - 1. Protect improvements on adjoining properties and on Owner's property.
  - 2. Restore damaged improvements to their original condition, as acceptable to property owners.

#### 1.4 MATERIALS OWNERSHIP

- A. Except for materials indicated to be stockpiled or to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from the site.

#### 1.5 EXISTING SERVICES

- A. General: Indicated locations are approximate; determine exact locations before commencing Work.

#### 1.6 SUBMITTALS

- A. Photographs sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damaged caused by site clearing.
- B. Record Drawings according to Division 1 Section "Project Closeout".
  - 1. Identify and accurately locate capped utilities and other subsurface structural, electrical, and mechanical conditions.

### PART 2 - PRODUCTS

#### 2.1 SOIL MATERIALS

- A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Division 2 Section "Earthwork."

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly flag trees and vegetation to remain or to be relocated.
- C. Protect existing site improvements to remain from damage during construction.
  - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

### 3.2 SITE CLEARING

- A. General: Remove trees, shrubs, grass, and other vegetation, improvements, or obstructions, as indicated, to permit installation of new construction. Only those trees listed for removal shall be removed. Removal includes digging out and off-site disposal of stumps and roots.
  - 1. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
    - a. Where existing trees are indicated to remain, leave existing topsoil in place within drip lines to prevent damage to root system.
    - b. Place specified fill material in horizontal layers not exceeding 6 inches loose depth, and thoroughly compact each layer to a density equal to adjacent original ground.
- B. Removal of Improvements: Remove existing above-grade and below-grade improvements as indicated and as necessary to facilitate new construction. Fill voids left from removal of foundations with engineered fill to subgrade level.
- C. Abandonment or removal (with resetting as required) of certain underground pipe or conduits may be required during excavation of new site utilities. Removal of abandoned underground piping or conduit 'interfering' with construction is included under this section, at no additional cost to the City.
- D. When new construction crosses existing utilities that are abandoned (irrigation and storm drain piping), the contractor shall cap all ends with concrete fill plug, no less than twice pipe diameter or 12" which ever is greater.

### 3.3 REMOVAL AND DISPOSAL OF WASTE MATERIALS

- A. Removal and Disposal from Owner's Property: Remove trash debris, obstructions, waste materials, unsuitable materials, excess topsoil and/or subgrade material from Owner's property in accordance with all applicable regulations in a legal manner. Comply with specification Section 2300 Earthwork; 3:22 DISPOSAL OF SURPLUS WASTE MATERIALS.
  - 1. Separate recyclable materials produced during site clearing from other non-recyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities.
- B. Burning of Owner's Property: Burning is not permitted on Owner's property.

END OF SECTION 02230

**SECTION 02231 - TREE PROTECTION AND TRIMMING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the protection and trimming of existing trees that interfere with, or are affected by, execution of the Work, whether temporary or permanent construction.
- B. Related Sections include the following:
  - 1. Division 1 Section "Summary" for limits placed on Contractor's use of the site.
  - 2. Division 1 Section "Temporary Facilities and Controls" for temporary tree protection.
  - 3. Division 2 Section "Site Clearing" for removal limits of trees, shrubs, and other plantings affected by new construction.
  - 4. Division 2 Section "Earthwork" for building and utility trench excavation, backfilling, compacting and grading requirements, and soil materials.
  - 5. Division 2 Section "Landscaping Planting" for tree and shrub planting, tree support systems, and soil materials.

**1.3 DEFINITIONS**

- A. Tree Protection Zone: Area surrounding individual trees or groups of trees to remain during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, as shown on the existing tree protection detail.
- B. It should be noted that as long as the entire site is protected, fencing for individual trees will not be required.

**1.4 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Tree Pruning Schedule: Written schedule from arborist detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
- C. Qualification Data: For tree service firm and arborist.

- D. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- E. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.

## 1.5 QUALITY ASSURANCE

- A. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed tree protection and trimming work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of tree protection and trimming.
- B. Arborist Qualifications: An arborist certified by ISA or licensed in the jurisdiction where Project is located.
- C. Tree Pruning Standard: Comply with ANSI A300 (Part 1), "Tree, Shrub, and Other Woody Plant Maintenance--Standard Practices (Pruning)."
- D. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."
  - 1. Before tree protection and trimming operations begin, meet with representatives of authorities having jurisdiction, Owner, Architect, consultants, and other concerned entities to review tree protection and trimming procedures and responsibilities.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Drainage Fill: Selected crushed stone, or crushed or uncrushed gravel, washed, ASTM D 448, Size 24, with 90 to 100 percent passing a 2-1/2-inch (63-mm) sieve and not more than 10 percent passing a 3/4-inch (19-mm) sieve.
- B. Organic Mulch: Shredded hardwood, free of deleterious materials.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

- B. Mulch areas inside tree protection zones and other areas indicated.
  - 1. Apply 4-inch (100-mm) minimum thickness of organic mulch. Do not place mulch within 6 inches (150 mm) of tree trunks.
- C. Do not store construction materials, debris, or excavated material inside tree protection zones. Do not permit vehicles or foot traffic within tree protection zones; prevent soil compaction over root systems.
- D. Maintain tree protection zones free of weeds and trash.
- E. Do not allow fires within tree protection zones.

### 3.2 EXCAVATION

- A. Install shoring or other protective support systems to minimize sloping or benching of excavations.
- B. Do not excavate within tree protection zones, unless otherwise indicated.
- C. Where excavation for new construction is required within tree protection zones, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks and comb soil to expose roots.
  - 1. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches (75 mm) back from new construction.
  - 2. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.
- D. Where utility trenches are required within tree protection zones, tunnel under or around roots by drilling, auger boring, pipe jacking, or digging by hand.
  - 1. Root Pruning: Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots with sharp pruning instruments; do not break or chop.

### 3.3 TREE PRUNING

- A. Prune trees to remain that are affected by temporary and permanent construction.
- B. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by arborist.

- C. Pruning Standards: Prune trees according to ANSI A300 (Part 1) as follows:
  - 1. Type of Pruning: Thinning.
  - 2. Specialty Pruning: Restoration.
- D. Cut branches with sharp pruning instruments; do not break or chop.
- E. Chip removed tree branches and dispose of off-site.

**3.4 TREE REPAIR AND REPLACEMENT**

- A. Promptly repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
- B. Remove and replace trees indicated to remain that die or are damaged during construction operations that arborist determines are incapable of restoring to normal growth pattern.
  - 1. Provide new trees of same size and species as those being replaced; plant and maintain as specified in Division 2 Section "Exterior Plants."
  - 2. Provide new trees of 6-inch (150-mm) caliper size and of a species selected by Architect when damaged trees more than 6 inches (150 mm) in caliper size, measured 12 inches (300 mm) above grade, are required to be replaced. Plant and maintain new trees as specified in Division 2 Section "Landscape Planting."

**3.5 DISPOSAL OF WASTE MATERIALS**

- A. Burning is not permitted.
- B. Disposal: Remove excess excavated material and displaced trees from Owner's property.

END OF SECTION 02231

SECTION 02300 - EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section as if written out herein full.

1.2 SUMMARY

- A. This Section includes the following:
  - 1. Preparing and grading subgrades for slabs-on-grade, walks, pavements, and landscaping.
  - 2. Excavating and backfilling for structures.
  - 3. Excavating and backfilling for underground storm and/or sanitary drainage and water utilities.
  - 4. Drainage course for slabs-on-grade.
  - 5. Dewatering of trenches during excavation activities.
  - 6. Subbase course for concrete walks and pavements.
  - 7. Shoring and bracing requirements for safe trench conditions.
  - 8. Subsurface drainage backfill for walls and trenches.
  - 9. Soil compaction required for backfill operations or suitable subbase for paving improvements & infrastructure.
  - 10. Warning tape installation for underground utilities.
- B. Related Sections: The following Sections contain requirements that relate to this Section.

- Section 01732. . . . . Selective Demolition
- Section 02230. . . . . Site Clearing
- Section 02450. . . . . Soil Erosion and Sediment Control
- Section 02791. . . . . Rubber Safety Surface
- Section 02870. . . . . Site Furnishings
- Section 03300. . . . . Cast-in-Place Concrete

1.3 DEFINITIONS

- A. Excavation consists of the removal of material encountered to subgrade elevations and the reuse or disposal of materials removed.

- B. Subgrade: The uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- C. Borrow: Soil material obtained off-site when sufficient approved soil material is not available from excavations.
- D. Subbase Course: The layer placed between the subgrade and base course in a paving system or the layer placed between the subgrade and surface of a pavement or walk.
- E. Base Course: The layer placed between the subbase and surface pavement in a paving system.
- F. Drainage Fill: Course of washed granular material supporting play surface placed to cut off upward capillary flow of pore water.
- G. Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions without direction by the Architect. Unauthorized excavation, as well as remedial work directed by the Architect, shall be at the Contractor's expense.
  - 1. Under footings, foundation bases, or retaining walls, fill unauthorized excavation by extending indicated bottom elevation of footing or base to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position, when acceptable to Architect.
  - 2. In locations other than those above, backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Architect.
- H. Additional Excavation: When excavation has reached required subgrade elevations, notify Architect, who will make an inspection of conditions. If Architect determines that bearing materials at required subgrade elevations are unsuitable, continue excavation until suitable bearing materials are encountered and replace excavated material as directed by Architect. The contract sum may be adjusted by an appropriate contract modification.
  - 1. Removal of unsuitable material and its replacement as directed will be paid based on conditions of the contract relative to changes in work or by unit prices established in the bid proposal.
- I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below ground surface.
- J. Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material 3/4 cu. yd. (0.57 cu. m) or more in volume that when tested by an independent geotechnical testing agency, according to ASTM D 1586, exceeds a standard penetration resistance of 100 blows/2 inches (97 blows/50 mm).

- K. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within building lines.

#### 1.4 SUBMITTALS

- A. General: Submit the following according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product data for the following:
  - 1. Each type of plastic warning tape.
  - 2. Filter fabric and geo-grids.
- C. Test Reports: Submit the following reports directly to the Architect, from the testing services, with copy to the contractor:
  - 1. If borrow material is needed including topsoil, contractor shall retain an independent testing laboratory, approved by the architect to test borrow material for composition, place of origin and hard metal contaminants. All material brought onto site shall meet the DEPE standards NJAC 7:26-D for Direct Contact Soil Cleanup Criteria, latest edition. The material will be deemed unacceptable if any contaminant listed in the standard meets or exceeds the values of said criteria..
  - 2. Any material brought on site without testing shall be rejected and removed from the site at contractor's expense.
- D. Samples: For the following:
  - 1. 30-lb (14-kg) samples, sealed in airtight containers, of each proposed soil material from on-site or borrow sources.
  - 2. 12-by-12-inch (300-by-300-mm) sample of drainage fabric.
  - 3. 12-by-12-inch (300-by-300-mm) sample of geo-grid separation fabric.

#### 1.5 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.

## 1.6 PROJECT CONDITIONS

- A. Existing Utilities: Locate existing underground utilities in areas of excavation work. If utilities are indicated to remain in place, provide adequate means of support and protection during earthwork operations.
1. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
  2. Do not interrupt existing utilities serving facilities occupied by Owner or others, during occupied hours, except when permitted in writing by Architect and then only after acceptable temporary utility services have been provided.
    - a. Provide minimum of 48-hour notice to Architect, and receive written notice to proceed before interrupting any utility.
  3. Inactive or abandoned utilities encountered during excavation, whether or not indicated, shall be removed, or capped and plugged by the general contractor, as part of the work of this contract. No extra compensation will be awarded beyond the contract price for this work.
  4. The plug shall conform to Jersey City Standards. It shall be twice as deep as the diameter of the pipe or 12", whichever is greater and consist of one part Portland Cement and two parts sand; or the Contractor shall use a vitrified clay or concrete disc plug which shall be placed in the hub with the entire area cemented over.
- B. Use of Explosives: Do not bring explosives onto site or use in work without prior written permission from authorities having jurisdiction. Contractor is solely responsible for handling, storage, and use of explosive materials when their use is permitted.
- C. Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights.
1. Operate warning lights as recommended by authorities having jurisdiction.
  2. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
  3. Perform excavation by hand within dripline of large trees to remain. Protect root systems from damage or dry out to the greatest extent possible. Maintain moist condition for root system and cover exposed roots with moistened burlap. All work in areas of root systems shall be performed under supervision of the City Inspector.

## PART 2 - PRODUCTS

### 2.1 SOIL MATERIALS

- A. General: Provide approved borrow soil materials from off-site for areas designated on drawings.
- B. Satisfactory Soil Materials: ASTM D 2487 soil classification groups GW, GP, GM, SW, and SP; free of rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation and other deleterious matter.
- C. Unsatisfactory Soil Materials: ASTM D 2487 soil classification groups GC, SM, SC, ML, MH, CL, CH, OL, OH, and PT.
- D. Backfill and Fill Materials: Satisfactory soil materials. Existing soils may be re-used if they are satisfactory soil materials and are screened to remove items larger than 2 inches.
- E. Subbase and Base Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand, ASTM D 2940, with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve. (N.J.D.O.T. Dense Graded Aggregate acceptable.)
- F. Engineered Fill: Subbase or base materials.
- G. Drainage Fill: Washed, evenly graded mixture of crushed stone, or crushed or uncrushed gravel, ASTM D 448, coarse aggregate grading size 57, with 100 percent passing a 1 1/2" sieve and not more than 5 percent passing a No. 8 sieve.
- H. Class "B" Bedding: Shall consist of sand or sandy soil, all of which shall pass a 3/8 inch sieve and not more than 10 per cent of which shall pass a No. 200 sieve.

### 2.2 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches (750 mm) deep; colored as follows:
  - 1. Red: Electric.
  - 2. Yellow: Gas, oil, steam, and dangerous materials.
  - 3. Orange: Telephone and other communications.
  - 4. Blue: Water systems.
  - 5. Green: Sewer systems.

- C. Geotextile Fabric in pipe trench and separation between sub-base materials (See details in back of Section): Nonwoven geotextile, specifically manufactured as a drainage geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
1. Grab Tensile Strength: 110 lbf (490 N); ASTM D 4632.
  2. Tear Strength: 40 lbf (178 N); ASTM D 4533.
  3. Puncture Resistance: 50 lbf (222 N); ASTM D 4833.
  4. Water Flow Rate: 150 gpm per sq. ft. (100 L/s per sq. m); ASTM D 4491.
  5. Apparent Opening Size: No. 50 (0.3 mm); ASTM D 4751.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

### 3.2 EXCAVATION

- A. Classified Excavation: Excavation is classified and includes excavation to required subgrade elevations. Excavation will be classified as earth excavation or rock excavation as follows:
  1. Earth Excavation: Excavation shall consist of the removal of all pavement, earth, boulders, brick, stone, curb, sidewalk, concrete masonry, piles, timber, small structures, sheeting, railroad materials, timber crib, garbage, rock and other materials encountered, as required for the construction of storm drainage utility lines, structures and appurtenances as shown on the Plans. Excavation shall be performed in accordance with this Specification and the various sections of this specification. All earth excavation shall be performed as part of the lump sum contract.
    - a. Intermittent drilling, or ripping to increase production and not necessary to permit excavation of material encountered will be classified as earth excavation.
  2. Rock excavation includes removal and disposal of rock material and obstructions encountered that cannot be removed by the following heavy-duty rock excavation equipment without systematic drilling, blasting, or ripping.
    - a. Rock material includes boulders 1 cu. yd. or more in volume and rock in beds, ledges, unstratified masses, and conglomerate deposits.

3. Rock excavating equipment for footings, trenches, and pits shall be equivalent to Caterpillar Model No. 215D LC track-mounted hydraulic excavator, equipped with a 42-inch-wide short-tip radius rock bucket, rated at not less than 120-hp flywheel power with bucket-curling force of not less than 25,000 lb and stick-crowd force of not less than 18,700 lb, measured according to SAE Standard J1179.
  4. Rock-excavating equipment for open excavations shall be equivalent to Caterpillar Model No. 973, heavy-duty, track-mounted loader, rated at not less than 210-hp flywheel power and developing minimum of 45,000-lb breakout force, measured according to SAE Standard J732c-69.
- B. Uncontaminated debris, empty tanks that are free of contaminated residue and other deleterious materials such as wood, old timber piles, abandoned utility pipes, etc. from the excavation shall be disposed of off-site in areas provided by the Contractor as per Section 02110 - Site Clearing.
  - C. Special care must be taken in area where organic or soft soils are encountered at the bottom of the excavation. In such areas, the teeth of the bucket of the excavating equipment shall be shielded with a screed plate or bar to minimize the disturbance of the organic of soft materials.
  - D. The Contractor shall provide sufficient survey control such that it can be verified at all times that construction is being accomplished at the proper location and grade. The elevations of the in-place utility shall not vary more than one-half ( $\frac{1}{2}$ ) of an inch from the elevations shown on the Plans.
  - E. All obstructions, old foundations, abandoned utilities, etc. encountered during excavations shall be removed to provide a minimum clearance of at least six (6) inches below the bedding material or as directed by the Architect. Any old piles shall be cut off rather than pulled out. The cutting of the old piles shall be done at a 45 degree chamfer with a saw in a careful manner so as to minimize the disturbance of the underlying soil. Hitting or breaking of the piles with heavy equipment is not permitted.
  - F. If any adjustments to pipe/structure location or invert elevations are necessary due to conflicts with existing utilities, etc., such adjustments to the Plans shall be made by the Architect. The Contractor shall carry out such adjustments during construction at no additional cost to the City provided they are within the range of plus or minus (+/-) one (1) foot from the Plan elevations and three (3) feet from the Plan location.

### 3.3 STABILITY OF EXCAVATIONS

- A. Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations.
- B. Slope sides of excavations to comply with local codes, ordinances, and requirements of agencies having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition until completion of backfilling.

- C. Shoring and Bracing: Provide materials for shoring and bracing, such as sheet piling, uprights, stringers, and cross braces, in good serviceable condition. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Extend shoring and bracing as excavation progresses.
  - 1. Provide permanent steel sheet piling or pressure-creosoted timber sheet piling wherever subsequent removal of sheet piling might permit lateral movement of soil under adjacent structures. Cut off tops a minimum of 2'-6" below final grade and leave permanently in place.

### 3.4 DEWATERING

- A. Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.
  - 1. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
  - 2. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or runoff areas. Do not use trench excavations as temporary drainage ditches.

### 3.5 STORAGE OF EXCAVATED MATERIALS

- A. Stockpile excavated materials acceptable for backfill and fill where directed. Place, grade, and shape stockpiles for proper drainage.
  - 1. Locate and retain soil materials away from edge of excavations. Do not store within drip line of trees indicated to remain.
  - 2. Dispose of excess excavated soil material and materials not acceptable for use as backfill or fill.
- B. Where material stockpiled is to remain for more than 7 days, comply with soil stabilization standards within specification Section 02450.

### 3.6 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 0.10 foot. Extend excavations a sufficient distance from structures for placing and removing concrete formwork, installing services and other construction, and for inspections.
  - 1. Excavations for Footings and Curbs: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

2. Excavation for Drainage or Electrical Appurtenances: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 0.10 foot. Do not disturb bottom of excavations intended for bearing surface.

### 3.7 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades.
- B. Excavations within existing pavements to remain shall commence with a clean, straight saw cut joint through material stratum. No exceptions will be permitted. Prepare edge of existing paving as per drawing details.

### 3.8 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated slopes, lines, depths, and minimum 6" below invert elevations.
- B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.
  1. Clearance: 18 inches each side of pipe or conduit.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit as detailed on drawings attached to the back of this section.

### 3.9 APPROVAL OF SUBGRADE

- A. Notify Architect when excavations have reached required subgrade.
- B. When Architect determines that unforeseen unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
  1. Unforeseen additional excavation and replacement material will be paid based on quantity and unit price established in the bid proposal.
- C. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by the Architect.

### 3.10 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending indicated bottom elevation of concrete foundation or footing to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position when acceptable to the Architect.

1. Fill unauthorized excavations under other construction as directed by the Architect.
- B. Where indicated widths of utility trenches are exceeded, provide stronger pipe, or special installation procedures, as required by the Architect.

### 3.11 EXCAVATION IN ROCK AREAS

- A. Should rock be encountered above contract levels, all rock surfaces shall be uncovered and the Contractor shall at his expense, hire a licensed surveyor (approved by the Architect) who shall prepare a survey at scale of 1/8" = 1 foot indicating the outline and contour levels of rock surface on a 10 foot square grid. The survey shall be submitted to the Architect for computing the rock quantity to be excavated. The Contractor shall be paid based on quantity and unit price established in the bid proposal.
- B. Where rock is encountered, it shall be excavated by line drilling, or as may be otherwise found necessary, and all irregularities of surface on lines under pavement areas shall be carefully examined and all loose or shaken rock removed down to a solid horizontal bearing by the Contractor at his expense. Permits and licenses must be shown to the Architect on request. The methods of drilling and blasting shall be as prescribed in the Supplementary Specifications of the N.J. Standard Specifications for Road and Bridge Construction Amended Addition.
- C. Vertical pay line for computing yardage of rock excavation is hereby established at 6" outside of and parallel to the vertical sides of the footings of the walls or piers and pipes . At piers or walls having no footings, the vertical pay line shall be 6" outside of, and parallel, to the vertical sides of the wall or piers at their lowest level.
- D. No additional compensations will be allowed for excavation or foundation work carried below the levels shown on plans unless same has been authorized in writing by the architect.

### 3.12 BACKFILL

- A. Backfill excavations promptly, but not before completing the following:
  1. Acceptance of construction below finish grade.
  2. Surveying locations of underground utilities for record documents.
  3. Testing, inspecting, and approval of underground utilities.
  4. Concrete formwork removal.
  5. Removal of trash and debris from excavation.
  6. Removal of temporary shoring and bracing, and sheeting.

### 3.13 UTILITY TRENCH BACKFILL

- A. Place and compact bedding course on rock and other unyielding bearing surfaces and to fill unauthorized excavations. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- B. Concrete backfill trenches that carry below or pass under footings and that are excavated within 18 inches of footings. Place concrete to level of bottom of footings.
- C. Provide 4-inch-thick concrete base slab support for piping or conduit where top is less than 2'-6" below surface of roadways. After installation and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase.
- D. Place and compact initial backfill of satisfactory soil material or subbase material, free of particles larger than 1 inch, to a height of 12 inches over the utility pipe or conduit.
  - 1. Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.
- E. Coordinate backfilling with utilities testing.
- F. Fill voids with approved backfill materials as shoring and bracing, and sheeting is removed.
- G. Place and compact final backfill of satisfactory soil material to final subgrade.
- H. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

### 3.14 FILL

- A. Preparation: Remove vegetation, topsoil, debris, wet, and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fills.
  - 1. Plow strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing surface.
- B. When subgrade or existing ground surface to receive fill has a density less than that required for fill, break up ground surface to depth required, pulverize, moisture-condition or aerate soil and recompact to required density.
- C. Place fill material in layers to required elevations for each location listed below.
  - 1. Under grass, use satisfactory excavated or borrow soil material.
  - 2. Under walks and pavements, use subbase or base material.

### 3.15 MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.
  - 1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
  - 2. Remove and replace, or scarify and air-dry satisfactory soil material that is too wet to compact to specified density.
    - a. Stockpile or spread and dry removed wet satisfactory soil material.

### 3.16 COMPACTION

- A. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures to required elevations. Place backfill and fill uniformly along the full length of each structure.
- C. Percentage of Maximum Dry Density Requirements: Compact soil to not less than the following percentages of maximum dry density according to ASTM D 1557:
  - 1. Under structures, building slabs, steps, and pavements, compact the top 12 inches below subgrade and each layer of backfill or fill material at 95 percent maximum dry density.
  - 2. Under walkways, compact the top 6 inches below subgrade and each layer of backfill or fill material at 95 percent maximum dry density.
  - 3. Under lawn or unpaved areas, compact the top 6 inches below subgrade and each layer of backfill or fill material at 90 percent maximum dry density.

### 3.17 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - 1. Provide a smooth transition between existing adjacent grades and new grades.
  - 2. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.
- B. Site Grading: Slope grades to direct water into catch basins and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Lawn or Unpaved Areas: Plus or minus 0.10 foot.
2. Concrete Slab / Walks: Plus or minus 0.08 foot.
3. Pavements: Plus or minus ½".

### 3.18 SUBBASE AND BASE COURSES

- A. Under pavements and walks, place subbase course material on prepared subgrades. Place base course material over subbases to pavements.
  1. Compact subbase and base courses at optimum moisture content to required grades, lines, cross sections and thickness to not less than 95 percent of ASTM D 4254 relative density.
  2. Shape subbase and base to required crown elevations and cross-slope grades.
  3. When thickness of compacted subbase or base course is 6 inches or less, place materials in a single layer.
  4. When thickness of compacted subbase or base course exceeds 6 inches, place materials in equal layers, with no layer more than 6 inches thick or less than 3 inches thick when compacted.
- B. Pavement Shoulders: Place shoulders along edges of subbase and base course to prevent lateral movement. Construct shoulders at least 12 inches wide of acceptable soil materials and compact simultaneously with each subbase and base layer.

### 3.19 DRAINAGE FILL

- A. Under play surface, place drainage fill course on prepared subgrade.
  1. Compact drainage fill to required cross sections and thickness.
  2. When compacted thickness of drainage fill is 6 inches or less, place materials in a single layer.
  3. When compacted thickness of drainage fill exceeds 6 inches thick place materials in equal layers, with no layer more than 6 inches thick nor less than 3 inches thick when compacted.

### 3.20 FIELD QUALITY CONTROL

- A. Proof-roll subgrade with loaded tandem dump truck or approved equal, under the direct observation of the Engineer / Owner to verify acceptability of subgrade surface and each lift afterward to achieve proper elevation. If subgrade proof-roll test is not acceptable to the Engineer

/ Owner, the Contractor will be directed to hire a independent testing agency to perform inspection and testing of subgrade and each backfill layer.

- B. Testing Agency: Contractor shall employ and pay for a qualified independent geotechnical engineering testing agency to perform field quality-control testing. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements. All test results are to be submitted signed and sealed by a N.J. licensed engineer.
- C. Foundation Subgrade: At foundation subgrades (building, dugouts, scoreboard, flagpole, light poles etc.), at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.
- D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
  - 1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft.(186 sq. m) or less of paved area or building slab, but in no case fewer than three tests.
  - 2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for each 100 feet (30 m) or less of wall length, but no fewer than two tests.
  - 3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for each (150 feet (46 m) or less of trench length, but no fewer than two tests.
  - 4. Ballfield and Ancillary Grass Areas: At each compacted initial and final backfill layer, at least one test for each 5,000 s.f. or less of field area.
- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

### 3.21 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions.
  - 1. Scarify or remove and replace material to depth directed by the Architect; reshape and recompact at optimum moisture content to the required density.
- C. Settling: Where settling occurs during the Project correction period, remove finished surfacing, backfill with additional approved material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

### 3.22 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Contractor responsible for all testing characterization required by disposal facility. For the purposes on this bid, the surplus soil materials are considered non-RCRA hazardous, non-DOT regulated material.
- B. Disposal: Remove surplus soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off the Owner's property.

END OF SECTION 02300

**SECTION 02450 - SOIL EROSION AND SEDIMENT CONTROL**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. General Conditions and all supplementary articles as contained in Division 1 are hereby included in this section to the same extent as though written out herein full. All work of this section shall be performed in accordance with the requirements of the Contract Documents and in accordance with Hudson Essex Passaic Soil Erosion and Sediment Control Conservation District.

**1.2 SCOPE OF WORK**

- A. The work of this section shall include all necessary labor, materials, tools and appliances required to complete, in a first quality, workmanlike manner, the work as specified in this section and as shown on the drawings.
- B. The contractor shall perform all work, furnish all materials and install all measures required to reasonably control soil erosion resulting from construction operations and prevent excessive flow of sediment from the construction site. Such work may include the installation of water diversion structures, and seeding, mulching or sodding critical areas to provide temporary protection. The contractor shall review the details attached at the end of this section for controlling erosion during construction. When no work will be performed on critical areas for more than 30 days, they shall be protected by temporary seeding, mulching, or sodding.
- C. Permanent soil protection, streets and drainage facilities should be completed as early as practicable, particularly intercepting channels and similar controls that will divert runoff from unprotected soil. The area of exposed soil and the length of exposure should be minimized by proper scheduling. Temporary protection such as fiber mats, plastic, straw and fast-growing grasses may be required. Partially completed drainage structures should be inspected carefully during construction to prevent erosion.
- D. The permanent restoration of vegetative cover such as seeding or sodding on all areas shall be accomplished within 10 days after final grading operations have been completed. Time extensions beyond the 10 days requirement may be requested in writing and are subject to written approval by the Architect.
- E. Seeding, mulching and sodding of critical area shall be in accordance with the attached vegetative standards.
- F. The contractor shall comply with applicable State and local regulations regulating to the prevention and abatement of pollution.

- G. The contractor shall protect existing trees from environmental and mechanical injury in areas affected by the construction work under this contract.
- H. All soil erosion control measures and tree protection shall comply with the standards for Soil Erosion and Sediment Control in New Jersey, latest edition.

## PART 2 - PRODUCTS (Not applicable)

## PART 3 - EXECUTION

### 3.1 EROSION CONTROL MEASURES FOR LAND GRADING:

- A. Erosion control measures should be designed and installed in accordance with the applicable standards contained herein.
- B. Installations Requirements

Timber, logs, brush, rubbish, rocks, stumps and vegetable matter which will interfere with the grading operation or affect the planned stability or fill areas shall be removed and disposed of according to the plan.

Topsoil is to be stripped and stockpiled for excavated areas only in amounts necessary to complete finish grading of all exposed areas currently on-site requiring topsoil.

Fill material is to be free of brush, rubbish, timber, logs, vegetable matter and stumps in amounts that will be detrimental; to construction stable fills. See Section 02300 - EARTHWORK for borrow material fill.

All fills shall be compacted sufficiently for their intended purposes and as required to reduce slipping, erosion or excess saturation.

All disturbed areas shall be left with a neat and finished appearance and shall be protected from erosion.

Traffic during wet weather should be minimized.

Provisions should be made to prevent tracking or flowing of mud onto public right-of way.

The following methods may be among those considered:

1. Exit ramp surfaced with materials such as large size gravel or stone, wood chips, timber, or other material. See detail at end of section.
2. Inspection and cleaning of vehicles before entering public right-of-way.

### 3.2 DUST CONTROL

#### A. Definition

The control of dust on construction sites and roads.

#### B. Purpose

To prevent blowing and movement of dust from exposed soil surfaces, reduce on and off site damage, health hazards and improve traffic safety.

#### C. Where Applicable

This practice is applicable to areas subject to dust blowing and movement where on and off site damage is likely without treatment.

#### D. Planning Criteria

The following methods should be considered for controlling dust:

1. Mulches - See standards for stabilization with mulches only.
2. Vegetative Cover - See standards for: temporary vegetative cover, permanent vegetative cover and permanent stabilization.
3. Spray-On Adhesives - On mineral soils (not effective on muck soils). Keep traffic off these areas.

Anionic asphalt emulsion	7:1	Course of Spray	1,200
Latex emulsion	12-1/2:1	Fine Spray	235
Resin in water	4:1	Fine Spray	300

4. Sprinkling - Site is sprinkled until the surface is wet.
5. Barriers - Solid board fences, snow fences, burlap fences, crate walls, bales of hay and similar material can be used to control air currents and soil blowing.

END OF SECTION 02450

**SECTION 02791 – RUBBER SAFETY SURFACING**

**PART 1 – GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to work of this Section.

**1.2 DESCRIPTION OF WORK**

- A. Extent of work is shown on Drawings and includes but is not limited to:
  - 1. Poured in place playground safety surface.
- B. The work in this section shall include all labor, materials, tools and appliances required to complete first quality, workmanlike manner, the following operations:
  - 1. Installation of playground safety surface.

**1.3 RELATED SECTIONS**

- A. Section 2300 – Earthwork
- B. Section 02870 - Site Furnishings
- C. Section 03300 – Cast in Place Concrete

**1.4 REFERENCES**

- A. The following apply to work in this Section:
  - 1. ASTM: Specifications of the American Society for Testing and Materials, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, latest edition.
  - 2. CPSC: "A Handbook for Public Playground Safety", latest edition, published by the U.S. Consumer Product Safety Commission.
  - 3. ADA: Americans with Disabilities Act, latest edition published by the U.S. Department of Justice, Civil Rights Division.
  - 4. Qualified testing laboratory: Qualified, experienced public or private testing laboratory, capable of providing test results as specified.

1.5 SUBMITTALS

- A. Submit under provisions of the contract prior to delivery of materials to site.
- B. Certifications:
  - 1. Safety surface installation: Written statement from Manufacturer's Representative observing installation and certifying that safety surface was installed according to manufacturer's specifications.
- C. Instructions: Submit safety surface installation/application instructions written by manufacturer.
- D. Product data: Submit safety surface product literature or tear sheets with name of product and manufacturer.
- E. Samples: Label with name of material and manufacturer.
  - 1. Safety surface: Nine (9) by nine (9) inch chips illustrating color and texture. Proposed color mixture to be based upon manufacturers color chart:  
  

**Colors to be selected and approved by the City of Jersey City.**
- F. Shop drawings: Submit drawings clearly labeled with project name and product information.
  - 1. Safety surface: Include materials, cross sections, drainage, installation and edge termination. Indicate size, shape and pattern of each safety surface area.
- G. Coordination Drawings: Layout plans and elevations drawn to scale and coordinating installation of playground surface systems with playground equipment. Show playground equipment locations, use zones, fall heights, extent of protective surfacing, and Critical Heights.
- H. Test reports: Submit reports under provisions in GC-17 and GC-18 clearly labeled with project name and material.
- I. Maintenance guidelines for repairs/maintenance by City Personnel.

1.6 QUALITY ASSURANCE

- A. Contractor shall have had experience with at least two (2) other projects of similar scope and complexity and shall perform work with personnel totally familiar with playground, poured-in-place resilient safety surface installation and construction techniques under the supervision of an experienced foreperson.
- B. Manufacturer: Company specializing in the manufacture of poured-in-place resilient safety surface with minimum three (3) years experience.
- C. **Cushioned course thickness must meet CPSC 200G guidance drop test, for heights up to eight (8') feet, and a HIC of no more than 1,000 when tested in accordance with ASTM F 1292.**

1.7 REGULATORY REQUIREMENTS

- A. Comply with all rules, regulations, laws and ordinances of local, state and federal authorities having jurisdiction. Provide labor, materials, equipment and services necessary to make work comply with such requirements without additional cost to Owner.
  - 1. Coordinate work with utility companies. Notify One Call System not less than three working days prior to beginning work.
- B. Investigate the conditions of public thoroughfares and roads as to availability, clearances, loads, limits, restrictions and other limitations affecting transportation to and ingress and egress at the site.
  - 1. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction.
- C. Conform to applicable code for disposal of debris.
- D. Procure and pay for permits and licenses required for work.

1.8 DELIVERY STORAGE AND HANDLING

- A. Deliver, store, handle and protect all materials from damage.

1.9 PROJECT CONDITIONS

A. Existing conditions:

1. Verify all existing conditions in the field.

- a. Should any work performed under this Section expose previously unknown conditions, immediately report the discovery to Owner. However, during this time use any measures necessary to maintain adequate safety conditions.
- b. Should Contractor, in the course of work, find any discrepancies between Drawings and physical conditions, inform Owner immediately in writing for clarification. Work done after such discovery, unless authorized by Owner, shall be at Contractor's risk.

B. Protection of existing conditions adjacent to and within construction zone:

1. All necessary precautions for safety including barricades and other protection measures shall be taken during all work.
2. All heavy equipment shall be driven or parked on the site only where approved by Owner.
3. Existing pavements, lawns, structures, walls, etc. damaged or disturbed during construction shall be repaired or replaced to the satisfaction of the Owner at no additional cost.
4. Repair and replace all active utility lines, above and below grade, damaged in the course of construction operations at no additional cost to Owner.

C. Environmental requirements:

1. Place safety surface during dry weather and when the temperature is 35 degrees F or above.

1.10 SEQUENCING AND SCHEDULING

- A. Coordinate work of this Section with work of all other Sections of Specification.

**PART 2 – PRODUCTS**

2.1 MANUFACTURERS

- A. Substitutions: Refer to Information to Bidders Article 21. SUBSTITUTIONS

1. Filter fabric: Non woven drainage geotextile.
2. Grab Tensile Strength: 110 lbf (490 N); ASTM D 4632.

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3. Tear Strength: 40 lbf (178 N); ASTM D 4533.
4. Puncture Resistance: 50 lbf (222 N); ASTM D 4833.
5. Water Flow Rate: 150 gpm per sq. ft. (100 L/s per sq. m), ASTM D 4491.
6. Apparent Opening Size: No. 50 (0.3 mm); ASTM D 4751.

**2.2 POURED-IN-PLACE SAFETY SURFACE MATERIALS**

- A. Meet or exceed current: CPSC guidelines, ADA guidelines and ASTM F-1292-93, F-1487-93 requirements and IPEMA Third-Party Certification Program.
- B. All material components of playground safety surface shall be obtained from a single manufacturer or its authorized distributors.
- C. Primer: A single component moisture cured polyurethane primer.
- D. Binder: An elastic polyurethane prepolymer with minimal odor, excellent weathering and binding characteristics. Binder shall be 100% MDI based and contain 0% TDI monomers.
- E. Black SBR: Shall be recycled SBR rubber.
  1. Shall be grounded at ambient temperature.
  2. Shall be ground into 3/8” long by 1/16” wide by 1/16” thick shredded strands and contain less than 4% dust.
  3. Shall be transported in suitable bags to protect from moisture.
- F. EPDM Rubber: Shall be UV stable.
  1. Available in a variety of colors including red, green, beige, blue, gray and black. Colors to be selected and approved by the City of Jersey City.

**PART 3 – EXECUTION**

**3.1 EXAMINATION**

- A. Verify that previously installed protection measures are in place.
- B. Verify that play equipment is in place.
  1. Begin installation of safety surface immediately upon completion of play equipment installation.

- C. Verify that existing crushed stone and drainage is ready to receive poured-in-place safety surface.
  - 1. Verify gradients and elevations are correct.
- D. Beginning of installation means acceptance of existing conditions.

### 3.2 PREPARATION

- A. Remove all debris and other obstructions from area to receive safety surface.

### 3.3 INSTALLATION OF POURED-IN-PLACE SAFETY SURFACE

- A. Secure manufacturer's representative to observe all phases of safety surface installation and provide Owner with a written statement certifying compliance with manufacturer's drawings and specifications.
- B. Install pour-in-place shock pad and top wearing surface in thicknesses indicated on the drawings. Follow manufacturer's recommendations for installation and as herein specified:
  - 1. Primer: shall be applied at a rate of 300 sq. ft. per gallon to the upper layer of geotextile fabric on the substrate using a short nap roller. Primer to be installed on concrete curb where abutted by safety surface.
  - 2. SBR Base Mat:
    - a. SBR shall be mixed with binder in a ratio of 88% SBR to 12% binder by weight to achieve maximum resilience.
    - b. Using trowel, SBR/binder mix shall be spread in a consistent density to specified thickness at a rate of 31 lbs. and 13 oz. total weight per cubic foot.
    - c. SBR/binder mix shall be allowed to cure (necessary time varies based on temperature and humidity).
  - 3. Primer: Shall be applied at a rate of 300 sq. ft. per gallon to the base mat using a short nap roller, and to concrete curb.
  - 4. Top Course:
    - a. EPDM shall be mixed with binder in a ratio of 82% EPDM rubber to 18% binder by weight to achieve maximum wearability and resilience.
    - b. Using towel, EPDM/binder mix shall be spread in a consistent density to specified thickness at a rate of 57 lbs. and 12 oz. total weight per cubic foot.

- c. EPDM/binder mix shall be allowed to cure (necessary time varies based on temperature and humidity).

**3.4 TESTING OF POURED-IN-PLACE SAFETY SURFACE**

- A. Owner reserves the right to have material used in construction of safety surface tested in accordance with ASTM F 1292-93, at Owner's expense. Test results will be used to determine if installed safety surface is acceptable to Owner.
- B. Provide Owner with at least nine (9) samples of safety surface material to be tested.
  1. Provide a sturdy wood box form measuring 12 by 12 inches and of sufficient depth to hold the material at specified total thickness.
  2. Beginning with the second batch of mixed material, take samples of cushion and wearing course material at evenly distributed intervals to produce a representative sampling of all the batches.
  3. With Owner present, pour sample of cushion course material into form and finish to a level surface in accordance with manufacturer's specifications. Match thickness of finished sample with in-place material. Owner shall remove sample from construction site to cure.
  4. With Owner present pour sample of wearing course material into form on top of cured cushion course and finish to a level surface in accordance with manufacturer's specifications. Match thickness of finished sample with in-place material. Owner shall remove sample from construction site to cure.
  5. Samples shall be tested for the appropriate crushed stone base by a qualified testing laboratory.
- C. If tested samples fail to pass the performance requirements of the test, Contractor shall reconstruct the safety surface so that when retested as specified herein the safety surface shall meet or exceed the performance requirements.
  1. Retesting, if required, shall be at Contractor's expense.

**3.5 PROTECTION AND GUARANTEE**

- A. Immediately after placement, protect safety surface under provisions of SECTION 01500 from all traffic.
  1. Provide watchman to guard safety surface until adequately cured, for a minimum of 24 hours. Installer shall be responsible for any damage until surface has been approved by Owner.

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3.6 CLEAN UP

- A. Maintain the site in an orderly condition during the progress of work. Promptly remove debris and trash. Leave the site in a neat, orderly condition, broom clean.

END OF SECTION 02791

SECTION 02821 - CHAIN-LINK FENCES AND GATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
  - 1. PVC-coated, steel chain-link fabric.
  - 2. Polymer-coated steel framework and fittings.
- B. Related Sections include the following:
  - 1. Division 2 Section "Earthwork" for filling and for grading work.
  - 2. Division 3 Section "Cast-in-Place Concrete".

1.3 DEFINITIONS

- A. CLFMI: Chain Link Fence Manufacturers Institute.
- B. Zn-5-Al-MM Alloy: Zinc-5 percent aluminum-mischmetal alloy.

1.4 SUBMITTALS

- A. Product Data: Material descriptions, construction details, dimensions of individual components and profiles, and finishes for the following:
  - 1. Fence and gate posts, rails, and fittings.
  - 2. Chain-link fabric, reinforcements, and attachments.
  - 3. Gates and hardware.

- B. Shop Drawings: Show locations of fence, each gate, posts, rails, and tension wires and details of extended posts, extension arms, gate swing, or other operation, hardware, and accessories. Indicate materials, dimensions, sizes, weights, and finishes of components. Include plans, elevations, sections, gate swing and other required installation and operational clearances, and details of post anchorage and attachment and bracing.
- C. Samples for Initial Selection: Manufacturer's color charts or 6-inch (150-mm) lengths of actual units showing the full range of colors available for components with factory-applied color finishes.
- D. Samples for verification of PVC color and compliance with ASTM F 668, Class 2b in form of 6-inch lengths of actual fabric wire to be used in color selected.
- E. Samples for verification of Polymer color and compliance with ASTM F 934 in form of 12-inch lengths of actual pipe to be used in color selected.

NOTE: Samples not meeting test performance outlined in reference ASTM Standards, as performed by the Architect, will not be accepted. Approved sample will be used as a performance gauge for material supplied at site.

## 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed chain-link fences and gates similar in material, design, and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Source Limitations for Chain-Link Fences and Gates: Obtain each color, grade, finish, type, and variety of component for chain-link fences and gates from one source with resources to provide chain-link fences and gates of consistent quality in appearance and physical properties.

## 1.6 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Architect not less than two (2) days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Architect's written permission.
- B. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Polymer Coated Chain Link Fence System
    - a. Ameristar Fencing Products, or approved equal.

### 2.2 CHAIN-LINK FENCE FABRIC

- A. Steel Chain-Link Fence Fabric: Provide fabric fabricated in one-piece widths for fencing in height of 12 feet (3.6 m) and less. Comply with CLFMI's "Product Manual" and with requirements indicated below:
1. Mesh and Wire Size: 2-inch mesh 0.148-inch diameter (9 gage).
  2. Coating: ASTM F 668, Class 2b, PVC.
  3. PVC Coating Color: Black complying with ASTM F 934.
  5. Selvage: Knuckled at both selvages.

### 2.3 INDUSTRIAL FENCE FRAMING

- A. The material used to manufacture frame-work for color chain link fencing systems shall be galvanized sheet steel, in coils, meeting the general requirements of Specification A924 and the specific product requirements of Specification A653, Quality level HSLA (high, strength, low-alloy), Type I, Grade 50 (50,000 psi minimum yield strength), Coating Designation G-90 (.90 oz/ft), Hot Dip Process. The framework shall be manufactured in accordance with commercial standards to meet the strength requirements (50,000 psi minimum yield strength) of Specification F1043, Group IC, Electrical Resistance Welded Round Steel Pipe. The manufactured framework shall be subjected to a complete thermal stratification coating process (multi-stage, high-temperature, multi-layer) including, as a minimum, a six-stage pretreatment/wash (with zinc phosphate), an electrostatic spray application of an epoxy base, and a separate electrostatic spray application of a polyester finish. The material used for the base coat shall be a zinc-rich (gray color) thermosetting epoxy; the minimum thickness of the base coat shall be 2 mils. The material used for the finish coat shall be a thermosetting "no-mar" TGIC polyester powder; the minimum thickness of the finish coat shall be 2-3 mils. The stratification coated framework shall demonstrate the ability to endure a salt spray resistance test conducted in accordance with ASTM B117 Test Method without loss of adhesion for a minimum exposure time of 3,500

hours. Additionally, the coated framework shall demonstrate the ability to withstand exposure in a weather meter apparatus for 1,000 hours without failure in accordance with Practice D1499 and to show satisfactory adhesion when subjected to the cross-hatch test, Method B, in Test Method D3359. The polyester finish coat shall not fade, crack, blister or split under normal use.

- B. Post Brace Rails: Match top rail for diameter, coating and strength and stiffness requirements. Provide brace rail with truss rod assembly for each gate, end, and pull post. Provide two brace rails extending in opposing directions, each with truss rod assembly, for each corner post and for pull posts. Provide rail ends and clamps for attaching rails to posts.
- C. Top Rails: Fabricate top rail from lengths 21 feet (6.4 m) or longer, with swedged-end or fabricated for expansion-type coupling, forming a continuous rail along top of chain-link fabric, diameter as shown on drawings.
- D. Intermediate Rails: Match top rail for diameter, coating and strength and stiffness requirements.
- E. Bottom Rails: Match top rail for diameter, coating and strength and stiffness requirements.

## 2.4 FITTINGS

- A. General: Provide fittings for a complete matching fence installation, including special fittings for corners. Comply with ASTM F 626.
  - 1. Steel and Iron: Unless specified otherwise, hot-dip galvanize pressed steel or cast-iron fence fittings and accessories with at least 1.2 oz. zinc per sq. ft. as determined by ASTM A 90.
  - 2. Supplemental Color Coating: In addition to above metallic coatings, provide Polymer finish to match fence framing. Color to match chain link fabric.
- B. Post and Line Caps: Hot-dip galvanized cast iron, with Polymer finish coat. Provide weathertight closure cap for each post.
  - 1. Provide line post caps with loop to receive top rail.
- C. Rail and Brace Ends: Hot-dip galvanized cast iron, with Polymer finish coat. Provide rail ends or other means for attaching rails securely to each gate, corner, pull, and end post.
- D. Rail Fittings: Provide the following:
  - 1. Top Rail Sleeves: Hot-dip galvanized pressed steel, with Polymer finish coat. Not less than 6 inches (153 mm) long.

2. Rail Clamps: Hot-dip galvanized pressed steel, with Polymer finish coat. Provide line and corner boulevard clamps for connecting intermediate and bottom rails in the fence line to line posts.
- E. Tension and Brace Bands: Hot-dip galvanized pressed steel, with Polymer finish coat.
- F. Tension Bars: Hot-dip galvanized steel, with Polymer finish coat length not less than 2 inches (50 mm) shorter than full height of chain-link fabric. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post.
- G. Truss Rod Assemblies: Hot-dip galvanized steel rod and turnbuckle, with Polymer finish coat for adjustment.
- H. Tie Wires, Clips, and Fasteners: Provide the following types according to ASTM F 626:
  1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, complying with the following:
    - a. Aluminum Wire Alloy 1350-H19: 0.148-inch- (3.75-mm-), 9 gage diameter wire; PVC coating thickness matching coating thickness of chain-link fence fabric.

## 2.5 CAST-IN-PLACE CONCRETE

- A. General: Comply with ACI 301 for cast-in-place concrete.
- B. Materials: Portland cement complying with ASTM C 150 Type I, aggregates complying with ASTM C 33, and potable water for ready-mixed concrete complying with ASTM C 94.
  1. Concrete Mixes: Normal-weight concrete, 2 to 4 percent air entrained with not less than 3500-psi (20.7- MPa) compressive strength (28 days), 3-inch (75-mm) slump, and 1-inch (25-mm) maximum size aggregate. The water/cement ratio shall not exceed 0.45.

## 2.6 GROUT AND ANCHORING CEMENT

- A. Nonshrink, Nonmetallic Grout: Premixed, factory-packages, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout, recommended in writing by manufacturer, for exterior applications.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for a verified survey of property lines and legal boundaries, site clearing, earthwork, pavement work, and other conditions affecting performance.
  - 1. Do not begin installation before final grading is completed, unless otherwise permitted by Architect.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

END OF SECTION 02821

**SECTION 02870 - SITE FURNISHING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to work of this section, as if written out herein full.

**1.2 DESCRIPTION OF WORK**

- A. Extent of furnishings is indicated on drawings and is herein specified. List of items include the following:
  - 1. Playground Equipment (see sketches and map of layout attached at the end of section).
- B. All items in this section, and as shown on drawings to be furnished and installed in accordance with the plans and specifications, manufacturer's recommendations or as directed by Architect.

**1.3 RELATED SECTIONS**

- A. The following sections contain requirements that relate to this section:
  - 1. Division 2 Section "Earthwork" for excavation and preparation of subgrade.
  - 2. Division 3 Section "Cast in Place Concrete" for curbs, footings, etc.

**1.4 QUALITY ASSURANCE**

- A. Use an adequate number of skilled workmen approved and/or licensed by the manufacturer and with a minimum of 5 years experience, unless otherwise indicated, regularly engaged in installation procedures of product application similar to that required for this project.

In addition to complying with pertinent regulations of governing agencies having jurisdiction, comply with pertinent provision of testing in accordance with trade practices and manufacturer's listed standards.

- B. Performance Guarantee: Contractor shall furnish a written guarantee, it shall be a certificate of product liability insurance, guaranteeing replacements (parts and labor) of any items or components found to be defective up to one year.

## 1.5 SUBMITTALS

- A. Any and all substitutions (not limited to this section) must be submitted in accordance with INFORMATION TO BIDDERS, Article 21. SUBSTITUTIONS.

- B. Product Data:

Submit manufacturers' technical data for each product indicated including recommendations for their applications and use. Include test reports and/or certifications substantiating that products comply with requirements.

- C. Shop Drawings:

Contractor shall submit shop drawings in accordance with the requirements of General Condition GC-35. They must include the following drawings as a minimum:

1. General layout.
2. Dimensions.
3. Materials.
4. Finishes.
5. Support (including any special footing or foundation requirements for same as required by manufacturer).
6. Hardware.
7. Fittings and accessories.

## 1.6 PRODUCT HANDLING

- A. Protection: Use all means necessary to protect listed items before, during and after installation and to protect the installed work and materials of all other trades. Contractor is responsible for equipment until acceptance by Architect.
- B. Replacement: In the event of damage, immediately make all repairs and replacement necessary to Architects' approval and at no additional cost to owner.

## PART 2 - PRODUCTS

### 2.1 SITE FURNISHINGS

#### A. Playground Equipment:

1. One pre-fabricated modular play structure is required. All structures are as manufactured by Little Tikes. Attached to the back of this specification section is a plan with a material list for the structure and color selections for each piece of play equipment, to be verified prior to order, from manufacturers' standards as published in their year 2014 catalog.

All play equipment shall meet guidelines as defined in the Consumer Product Safety Commission's Handbook for Public Playground Safety; and shall meet structural testing requirements and guidelines set forth by ASTM F 1487.

If the contractor intends to provide an equivalent structure as part of his bid, it must comply in all aspects with the specified limits. See Information to Bidders, Article 21 "Substitutions" for requirements.

Performance criteria or equivalents must match or surpass specified units, and note certain key conditions:

- \* Tube slides or tunnels are not permitted in any proposal.
- \* Basic layout with arrangement of play units of specified units must be adhered to.

#### B. Trash Receptacle:

1. Provide and install flare top receptacles Model #FR400D, 32 Gallon by Wabash Valley or approved equal. Color shall be selected and approved by the owner. Install as per manufacturers recommendations. Supply units in models, sizes and quantities as indicated.

## PART 3 - EXECUTION

### 3.1 INSTALLATIONS

- #### A. Playground Equipment:
- The steel play equipment including freestanding structures and swings shall be assembled and installed in accordance with detailed erection drawings and the detailed coding on each member and direction of manufacturer.

In accordance with construction schedule, deliver equipment accessories required for concrete embedment in sufficient time to avoid delays. Coordinate with shop drawings.

The units shall be set accurately to the positions indicated on the plans. All vertical members shall be set plumb and true. All cross members and platforms shall be truly horizontal unless otherwise indicated or required.

All connections shall be securely made with the size and type of connectors and hardware required by the plans. Concrete footings of the sizes indicated on submitted and approved shop drawings. Concrete footings shall comply with contract drawings and Division 3 specification.

Equipment shall be assembled to configuration as shown on the drawings. All fastenings shall be made as shown on the shop drawings and shall be securely tightened. All work shall be done so that no hazardous projections shall be left in the finished work. All bolts to be cut so exposed threads project less than 1/4" from nut. Peen all threads to prevent removal.

END OF SECTION 02870

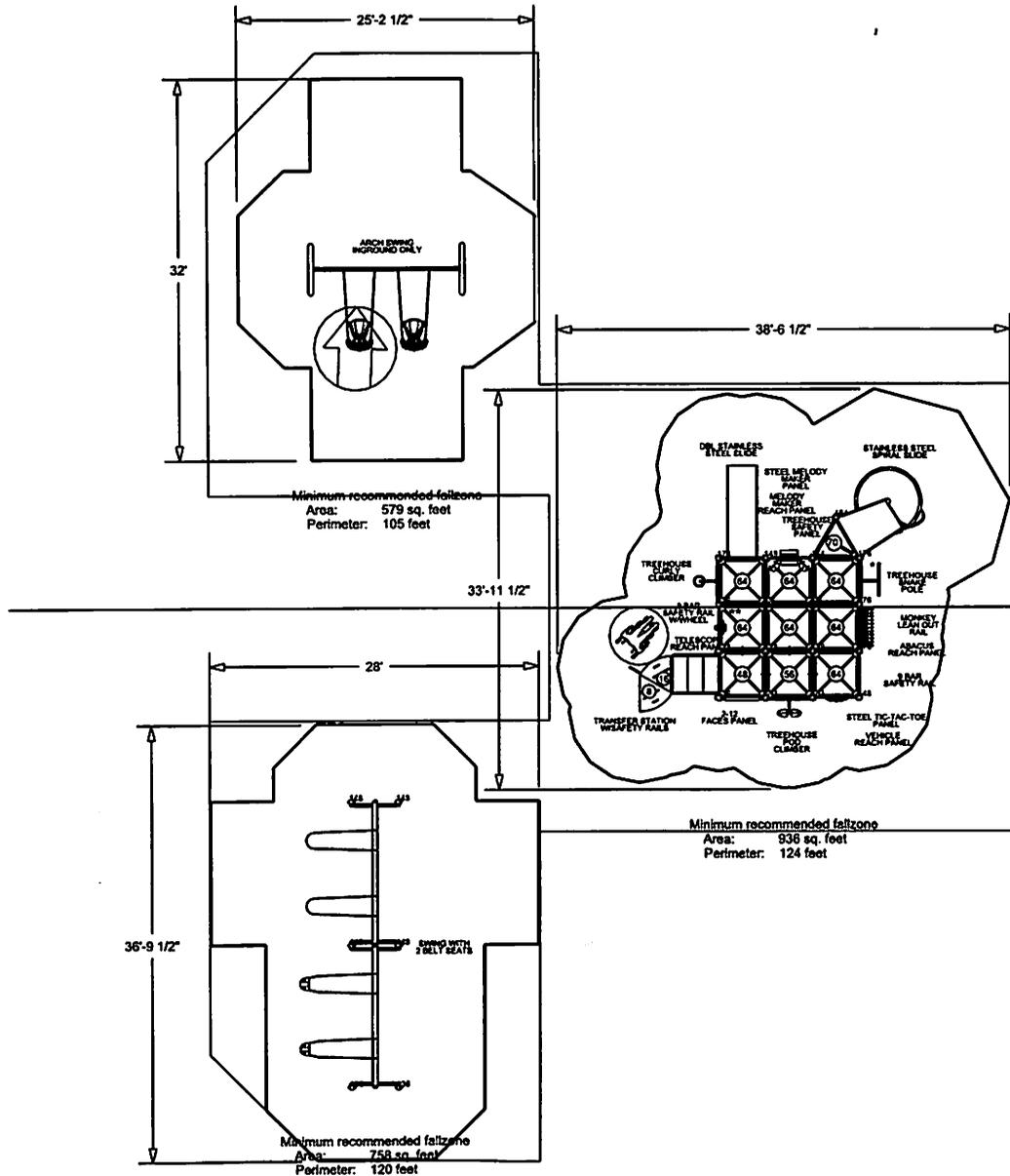
THIS PLAYGROUND  
WILL ACCOMODATE  
52 CHILDREN

LEED points for  
this structure  
2

NOTES

Scale\*: 1/10"=1'

- The 2010 American with Disabilities Act (ADA) along with Architectural Barriers Act (ABA) Accessibility Guidelines requires you by law to make your park/play area accessible when viewed in its entirety. Please consult the Accessible Guidelines.
  - For play equipment to be considered accessible an accessible route must be available within the play area to all identified accessible components per ADA and ABA.
  - When adding to an existing play area, it is important to consider the total elevated components to ground level requirements including accessible routes.
  - All deck heights are measured from the top of the finished protective surfacing material.
  - Fall absorbing protective surfacing material is required under and around all play equipment within the play area.
  - The minimum recommended use/fall zone around each play structure and/or independent play equipment is outlined on the layout drawing.
  - Appropriate label locations are marked with a double asterisk (\*\*)
  - All post lengths are identified by text showing the post lengths, i.e. 96 represents a 96 inch post. Scale for reference only. Use dimensions as shown.
  - Metal slides should either be in shaded areas or face north to prevent burns and glare problems caused by direct sun on the slide chute.
  - Elevated Play Activities Total: 9
    - Accessible By Transfer: 8 (5 req)
    - Accessible By Ramp: 0 (0 req)
  - Ground Level Activity Type: 5 (3 req)
  - Ground Level Activity Quantity: 9 (3 req)
- \* Scale for reference only. Use dimensions as shown.



Project:  
**Vernator Watson  
Park**

Project No.  
LP516\_41851605208\_1  
Drawn: 2014-07-31  
Drawn By: Thomas Brennan

PlayArea:1  
Product line:KidBuilders  
Age group:2-12  
Post type:Galv. 11ga. / Plastic  
KB Accent Color:Yellow  
Kid Builder Post Color:Royal Purple  
KB Pnl/Crwl Tunnel Cr:Tropical Teal  
KB Roof Color:Tropical Teal  
KB Sid/Post Stone Cr:Tropical Teal  
KB Vinyl color:Blue  
Us/Cea Labels For Swings:US Swing Label  
Tot Swing Seat Color:Blue  
Inclusive Seat Cr:Blue  
Mount Option:Buried

Playground Layout  
Compliance:

- ✓ Final Access Board Regulations
- ✓ CPSC Handbook for Public Safety
- ✓ ASTM F1487

This play equipment complies with the safety performance specifications of ASTM for children 2-12 years old. Not all equipment may be appropriate for all children. Supervision is required.

SECTION 03300 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mix design, placement procedures, and finishes.
- B. Related Sections include the following:
  - 1. Division 2 Section "Earthwork" for drainage fill under slabs-on-grade.

1.3 SPECIAL REQUIREMENTS

- A. The design shall strive to maintain dimensions as shown in order to fit into the design and existing conditions.

1.4 SUBMITTALS

- A. Product Data: For each type of manufactured material and product indicated.
- B. Design Mixes: For each concrete mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
  - 1. Indicate amounts of mix water to be withheld for later addition at Project site.

## 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed concrete Work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
  - 1. Manufacturer must be certified according to the National Ready Mixed Concrete Association's Certification of Ready Mixed Concrete Production Facilities.
- C. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.
- D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, each aggregate from one source, and each admixture from the same manufacturer.
- E. ACI Publications: Comply with the following, unless more stringent provisions are indicated:
  - 1. ACI 301, "Specification for Structural Concrete."
  - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle steel reinforcement to prevent bending and damage.
  - 1. Avoid damaging coatings on steel reinforcement.
  - 2. Repair damaged epoxy coatings on steel reinforcement according to ASTM D 3963/D 3963M.

## PART 2 - PRODUCTS

### 2.1 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I.
  - 1. Fly Ash: ASTM C 618, Class F.

- B. Normal-Weight Aggregate: ASTM C 33, uniformly graded, and as follows:
  - 1. Class: Severe weathering region, but not less than 4S.
  - 2. Nominal Maximum Aggregate Size: 1-1/2 inches (38 mm).
  - 3. Nominal Maximum Aggregate Size: 3/4 inch (19 mm) at concrete monument location.
- C. Water: Potable and complying with ASTM C 94.

## 2.2 ADMIXTURES

- A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material and to be compatible with other admixtures and cementitious materials. Do not use admixtures containing calcium chloride.
- B. Air-Entraining Admixture: ASTM C 260.
- C. Water-Reducing Admixture: ASTM C 494, Type A.
- D. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.
- E. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
- F. Curing and Sealing Materials.

## 2.3 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

- F. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Clear, Waterborne, Membrane-Forming Curing Compound:
    - a. Aqua-Cure VOX; Euclid Chemical Co.

## 2.4 CONCRETE MIXES

- A. Prepare design mixes for each type and strength of concrete determined by either laboratory trial mix or field test data bases, as follows:
  - 1. Proportion normal-weight concrete according to ACI 211.1 and ACI 301.
- B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the laboratory trial mix basis.
- C. Play Equipment Footings and Other Concrete Pavement: Proportion normal-weight concrete mix as follows:
  - 1. Compressive Strength (28 Days): 3500 psi (24.1 MPa).
  - 2. Minimum Cementitious Materials Content: 540 lb/cu. yd. (320 kg/cu. m).
  - 3. Maximum Slump: 3 inches (75 mm).
- D. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
  - 1. Fly Ash: 25 percent.
- E. Maximum Water-Cementitious Materials Ratio: 0.44 for concrete exposed to deicers or subject to freezing and thawing while moist, including all footings and new splash pad.
- F. Air Content: Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content as follows within a tolerance of plus 1 or minus 1.5 percent, unless otherwise indicated:
  - 1. Air Content: 6 percent for 1-inch- (25-mm-) nominal maximum aggregate size.
- G. Do not air entrain concrete to trowel-finished interior floors and suspended slabs. Do not allow entrapped air content to exceed 3 percent.
- H. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.

- I. Admixtures: Use admixtures according to manufacturer's written instructions.
  - 1. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability.
  - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
  - 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.
  - 4. Use corrosion-inhibiting admixture in concrete mixes where indicated.

## 2.5 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

## 2.6 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94, and furnish batch ticket information.
  - 1. Delete references for allowing additional water to be added to batch for material with insufficient slump. Addition of water to the batch will not be permitted.

## PART 3 - EXECUTION

### 3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until concrete structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:
  - 1. Class A, 1/8 inch (3 mm) at concrete exposed to view.
  - 2. Class C, 1/2 inch (13 mm) at all other locations.
- D. Construct forms tight enough to prevent loss of concrete mortar.

- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical. Kerf wood inserts for forming keyways, reglets, recesses, and the like, for easy removal.
  - 1. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- H. Chamfer exterior corners and edges of permanently exposed concrete.
- I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

### 3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use Setting Drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  - 1. Install anchor bolts, accurately located, to elevations required.
  - 2. Install piping and waterstops prior to concrete placement.

### 3.3 REMOVING AND REUSING FORMS

- A. General: Formwork, for sides of beams, walls, columns, and similar parts of the Work, that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete provided concrete is hard

enough to not be damaged by form-removal operations and provided curing and protection operations are maintained.

- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

### 3.4 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Do not add water to concrete during delivery, at Project site, or during placement.
- C. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation.
- D. Deposit concrete in forms in horizontal layers no deeper than 24 inches (600 mm) and in a manner to avoid inclined construction joints. Place each layer while preceding layer is still plastic, to avoid cold joints.
  - 1. Consolidate placed concrete with mechanical vibrating equipment. Use equipment and procedures for consolidating concrete recommended by ACI 309R.
  - 2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the vibrator. Place vibrators to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix constituents to segregate.
- E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
  - 1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  - 2. Maintain reinforcement in position on chairs during concrete placement.
  - 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
  - 4. Slope surfaces uniformly to drains where required.

5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, free of humps or hollows, before excess moisture or bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- F. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
  2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
  3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.
- G. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows, when hot-weather conditions exist:
1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
  3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

### 3.5 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defective areas repaired and patched. Remove fins and other projections exceeding ACI 347R limits for class of surface specified.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Remove fins and other projections exceeding 1/8 inch (3 mm) in height.
1. Apply to concrete surfaces exposed to public view or to be covered with a coating or covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, or painting.

C. Rubbed Finish: Apply the following to smooth-formed finished concrete:

1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix one part portland cement to one and one-half parts fine sand with a 1:1 mixture of bonding admixture and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.

D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

### 3.6 MISCELLANEOUS CONCRETE ITEMS

A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete Work.

### 3.7 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with recommendations in ACI 305R for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing by one or a combination of the following methods:

- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces, by one or a combination of the following methods:
1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.
  2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
    - a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
  3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
  4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

### 3.8 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 (1.2-mm) sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than ½ inch (13 mm) in any dimension in solid concrete but not less than 1 inch (25) mm in depth. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
  2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
  3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch (0.25 mm) wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
  2. After concrete has cured at least 14 days, correct high areas by grinding.
  3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
  4. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch (6 mm) to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
  5. Repair defective areas, except random cracks and single holes 1 inch (25 mm) or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least 3/4 inch (19 mm) clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mix as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

6. Repair random cracks and single holes 1 inch (25 mm) or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.
- E. Repair materials and installation not specified above may be used, subject to Architect's approval.

### 3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement according to requirements specified in this Article.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
  1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mix up to 25 cu. yd. (19 cu. m), plus one set for each additional 25 cu. yd. (19 cu. m) or fraction thereof.
  2. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
  3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; ASTM C 173, volumetric method, for structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
  4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when 80 deg F (27 deg C) and above, and one test for each composite sample.
  5. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
  6. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of four standard cylinder specimens for each composite sample.

- a. Cast and field cure one set of four standard cylinder specimens for each composite sample.
7. Compressive-Strength Tests: ASTM C 39; test two laboratory-cured specimens at 7 days and two at 28 days.
- a. Test two field-cured specimens at 7 days and two at 28 days.
  - b. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at age indicated.
- C. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
- D. Strength of each concrete mix will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).
- E. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-and 28-day tests.
- F. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- G. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by Architect.

END OF SECTION 03300

**BID PROPOSAL**

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

Date \_\_\_\_\_

Project No. 2013-029

**SUBMIT AN ORIGINAL BID PROPOSAL DOCUMENT AND ONE (1) COPY WITH ALL NECESSARY ATTACHMENTS IN A SEALED ENVELOPE MARKED ON BOTH SIDES WITH THE PROJECT TITLE.**

Proposal of \_\_\_\_\_ (hereinafter called "Bidder" organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_\*)

Gentlemen:

The Bidder, in compliance with your invitation for bids for the:

VERNATOR WATSON PARK - PLAYGROUND REPLACEMENT  
JERSEY CITY, NEW JERSEY

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents; within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is part.

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 90 consecutive calendar days. 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: \_\_\_\_\_

\*Insert "a corporation, "a partnership", or "an individual" as applicable.

## 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 21, 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
- \*  Corporation or Partnership Statement
- Form MWBE - 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 maybe 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 page P-8.
- New Jersey Business Registration Certificates of General Contractor and all Subcontractors listed on page P-8.
- \* Written acknowledgment 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(\*) hall result in automatic rejection of the bid at the time of the bid reception.**

BID PROPOSAL  
Continued

TOTAL BASE BID PRICE

**Base Bid:** The Bidder agrees to perform and provide all labor, materials, equipment and services required to complete all work as described in the Specifications and shown on the drawings for the Lump Sum Price of:

\_\_\_\_\_  
(In Writing)

\_\_\_\_\_  
(In Figures)

**UNIT PRICE:**

The Specifications and Drawings represent the Base Bid, and contain specific quantities of work based on good faith estimates. If during project construction, the quantities contained in the specifications and drawings are exceeded, payment for excess quantities shall be based on the prices set forth below:

**Item No. 1:** Unforeseen excavation and replacement with engineered fill in accordance with Section 02300 - Earthwork

10 C.Y. @ \$ \_\_\_\_\_ Per C.Y. for a Total Cost of \$ \_\_\_\_\_  
(Unit Price in Figures) (Total Cost Item 1 in Figures)

10 C.Y. @ \_\_\_\_\_  
(Write Unit Price)

Per C.Y. for a Total Cost of: \_\_\_\_\_  
(Write Total Cost - Item No. 1)

**Item No. 2:** Rock removal in accordance with Section 02300 - Earthwork. Removal shall be based on line drilling method.

10 C.Y. @ \$ \_\_\_\_\_ Per C.Y. for a Total Cost of \$ \_\_\_\_\_  
(Unit Price in Figures) (Total Cost Item 2 in Figures)

10 C.Y. @ \_\_\_\_\_  
(Write Unit Price)

Per C.Y. for a Total Cost of: \_\_\_\_\_  
(Write Total Cost - Item No. 2)

BID PROPOSAL  
(Continued)  
PROJECT NO. 2013-029

The Unit Price bid shall cover all costs of whatever nature, incidental to that item. 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 execute the Contract, and all incidental expenses in connection therewith, including all costs on account of loss by damage or destruction encountered for settlement of damages, and including all cost for replacement of defective materials.

The Estimate of material quantities specified is approximate only and is given solely to be used as a uniform basis for comparison of basis. The minimum quantity for any item shall be zero (0). The maximum quantity shall be as stated in the Bid Proposal for each item.

Should the final quantity be less than the maximum quantity stated in the Bid Proposal for any item, the Supplier shall have no claim for loss incurred by him/her for commitments made by him/her in anticipation of the work contemplated, or for loss of anticipated profits, or for work done prior to his/her having been authorized to proceed therewith.

**GRAND TOTAL BID PRICE: (Base Bid Plus Total Cost for Items Nos. 1 and 2)**

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(In Figures)

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(In Writing)

The Contract will be awarded based on the Grand Total bid price. However, it is understood that the Total Cost for quantities are based upon a good faith estimate of the quantity of materials needed; therefore, the actual contract price, which cannot be determined until completion of the project may be for a sum either greater than or less than the Grand Total Bid Price above in accordance with the above Unit Price(s).

PROPOSAL - Continued

It is understood and agreed that the total price stated by the undersigned in the "Schedule of Prices" is based on 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 10% of the total amount bid, but not exceeding \$20,000.00 as stated in Article 8, Page 4.

The undersigned agrees that this check or bond is to be forfeited as liquidated damages and not as a penalty, if the contract is awarded to the undersigned and he shall fail to execute the contract for the project or forward the bond required within the stipulated time. Otherwise, the check or bond will be returned to the undersigned.

Choice of Retainage:

If the Total Price bid for the Contract Work exceeds \$100,000. 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 deposited as approved negotiable securities

The undersigned is (an individual)  
(a corporation) under the laws  
(a partnership)

of the State of \_\_\_\_\_ having offices  
at \_\_\_\_\_.

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_  
Fax (\_\_\_\_) \_\_\_\_\_  
(Seal if Bid is by a Corporation)

1. CERTIFICATE OF EXPERIENCE

\_\_\_\_\_ hereby certifies that \_\_\_\_\_  
 has performed the following work within the past three (3) years:

Name of Owner	Amount of Contract	Type of Work	Owner's Representative in charge of Work (Inc. Address and Phone)	Approximate Dates

\_\_\_\_\_  
 Name of Bidder

\_\_\_\_\_  
 By

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Title

\_\_\_\_\_

**IMPORTANT: THIS FORM MUST BE FILLED IN BY BIDDER.**

2. PLANT AND EQUIPMENT QUESTIONNAIRE

Submitted to City of Jersey City

By \_\_\_\_\_  
A Corporation  
A Co-partnership  
An Individual

Principal Office \_\_\_\_\_

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.

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b. Explain your plan or layout for performing the proposed work.

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c. The work, if awarded to you, will have the personal supervision of whom?

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d. Do you intend to do the grading on the proposed work with your own forces?  
\_\_\_\_\_ If so, give type of equipment to be used.

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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.

<u>Trade</u>	<u>Name of Subcontractor</u>	<u>Address</u>
Plumbing & Gas Fitting and all kindred work	<u>Not Applicable to this project</u>	_____
Steam and Hot Water Heating and Ventilating Apparatus, and all kindred work	<u>Not Applicable to this project</u>	_____
Electrical Work	<u>Not Applicable to this project</u>	_____
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.

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.



g. What equipment do you own that is available for and intended to be used on the proposed project?

QTY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	COND.	YRS. OF SERVICE	PRESENT LOCATION

h. What equipment do you intend to purchase or lease for use on the proposed project?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC	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.

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The undersigned hereby declare(s) \_\_\_\_\_ that the items of equipment in Table g. are owned by \_\_\_\_\_, and are available for and 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 Table h.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Name of Organization

By \_\_\_\_\_

\_\_\_\_\_  
Title of Person Signing

STATE OF \_\_\_\_\_

ss:

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, Being duly sworn, deposes and says that he is \_\_\_\_\_ of the above \_\_\_\_\_  
Name of Organization

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this \_\_\_\_\_

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

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

My commission expires \_\_\_\_\_

PROJECT TITLE: VERNATOR WATSON PARK - PLAYGROUND REPLACEMENT

3. NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

ss:

COUNTY OF HUDSON )

I, \_\_\_\_\_ of the City of \_\_\_\_\_, in the County of \_\_\_\_\_ and the State of \_\_\_\_\_, of full age, being duly sworn according to law, upon my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_ the bidder making the Proposal for the above named project and that I executed the said Proposal with full authority so to do; 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

\_\_\_\_\_  
(Also type or print name of affiant  
under signature)

ATTEST:

\_\_\_\_\_  
Secretary

(Affix Corporate Seal)

Sworn and subscribed to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires on: \_\_\_\_\_

CITY OF JERSEY CITY  
COUNTY OF HUDSON  
STATE OF NEW JERSEY

4. CORPORATION OR PARTNERSHIP STATEMENT

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, County, Municipal or School Districts contract for purposes 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 statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent of its stock of any class or of all individual partners in the partnership who own a ten (10) percent or greater interest therein.

Date: \_\_\_\_\_ 20 \_\_\_\_\_

Legal Name of Bidder: \_\_\_\_\_

Incorporated \_\_\_\_\_ Partnership \_\_\_\_\_

Business Address:

Street \_\_\_\_\_

City \_\_\_\_\_

State & Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_

Listed below are the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein.

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

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

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

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

We have no one person who owns ten (10) percent or more of the corporation or partnership.

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

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

If extra space is required, add sheets as necessary.

1/2015

**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](mailto:abuanj@jcnj.org)

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 contract 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 if 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

## **EXHIBIT B (2 of 4)**

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:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the 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;

## EXHIBIT B (3 of 4)

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (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.

**EXHIBIT B (4 of 4)**

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

Name of Company: \_\_\_\_\_ Tel. No.: \_\_\_\_\_ Date: \_\_\_\_\_

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

FORMAA-201  
 Revised 12/11

**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](http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf)

<b>1. FID NUMBER</b>	<b>2. CONTRACTOR ID NUMBER</b>	<b>5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDCG CONTRACT</b>
<b>3. NAME AND ADDRESS OF PRIME CONTRACTOR</b>		Name:
(Name)		Address:
(Street Address)		<b>CONTRACT NUMBER    DATE OF AWARD    DOLLAR AMOUNT OF AWARD</b>
(City)                      (State)                      (Zip Code)		<b>6. NAME AND ADDRESS OF PROJECT</b>
		Name:
		Address:
		<b>7. PROJECT NUMBER</b>

<b>4. IS THIS COMPANY MINORITY OWNED ( ) OR WOMAN OWNED ( )</b>	<b>8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input type="checkbox"/> NO <input type="checkbox"/></b>
	COUNTY

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 AWARDDING  
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



# 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 CONTRACTOR 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. 5121 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**





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: \_\_\_\_\_

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**

## "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  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

TAXPAYER NAME:  
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION:  
210-617-1234567

TRADE NUMBER:  
00123456789

ISSUANCE DATE:  
02/15/04

*John S. Kelly*

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

TAX REG TEST ACCOUNT

447 ROXIMING AVE  
TRENTON, NJ 08611

1092987

October 14, 2004

For Office Use Only:  
2041664712813533