

I N T E R

# MEMO

DEPARTMENT OF ADMINISTRATION  
DIVISION OF PURCHASING

O F F I C E

**To:** Irene McNulty, Administrative Secretary  
**From:** Peter Folgado, Director of Purchasing *P. Folgado*  
**Subject:** OPRA Request OP2013-999  
**Date:** December 11, 2013

Please see attached copy of the bid package (88 pages) for **Traffic Striping and Crosswalk Maintenance Program** opened on October 17, 2013 as requested by Joseph Linton.

RECORDED  
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DEPARTMENT OF ADMINISTRATION  
DIVISION OF PURCHASING  
TREASURY CITY, N.J.



# **SUPPLEMENTARY SPECIFICATIONS**

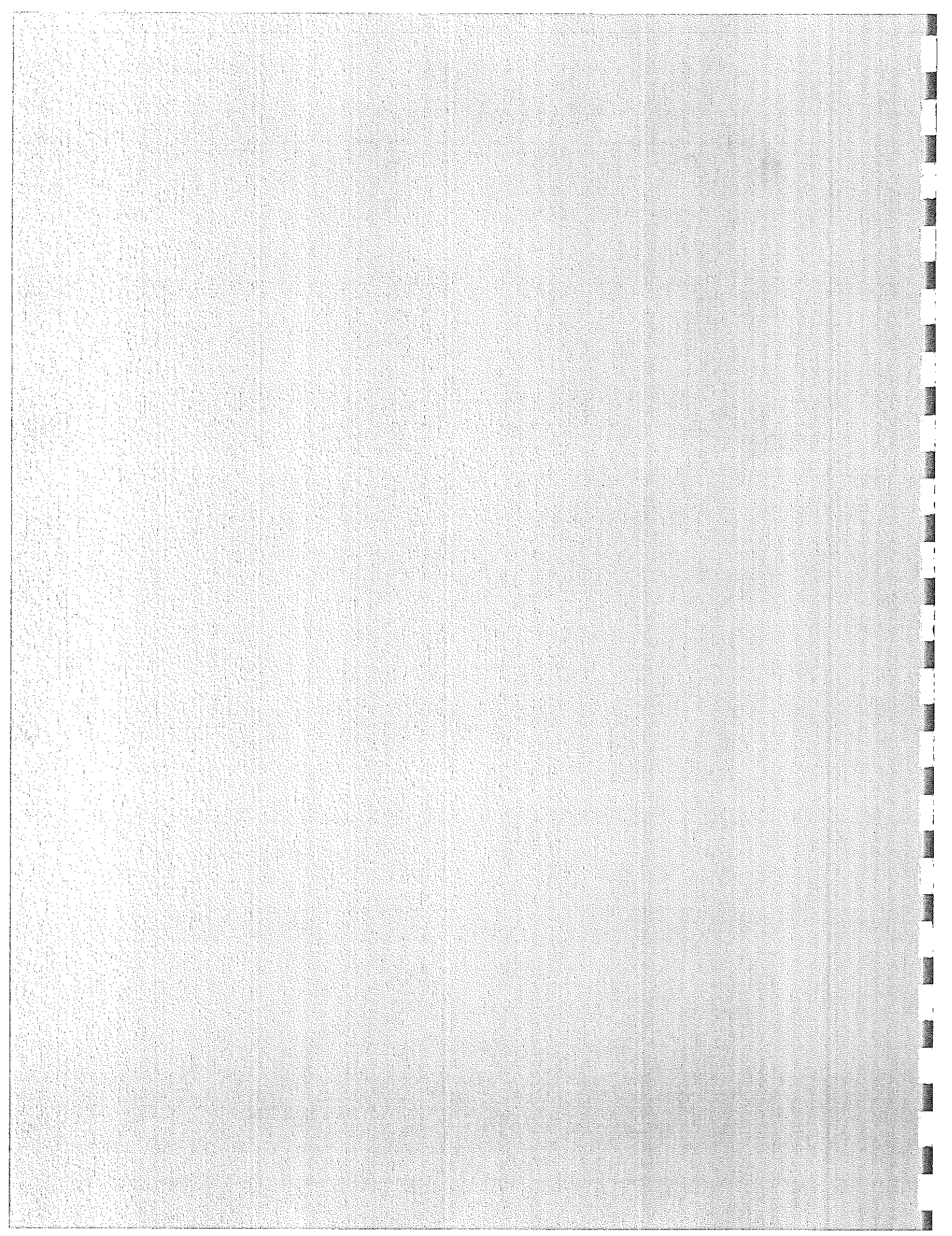
**FOR**

**TRAFFIC STRIPING & CROSSWALK MAINTENANCE PROGRAM**

**JERSEY CITY PROJECT NO. 13-017**

**CITY OF JERSEY CITY**  
**DEPARTMENT OF PUBLIC WORKS**  
**DIVISION OF ARCHITECTURE, ENGINEERING,**  
**TRAFFIC AND TRANSPORTATION**

**SHYUE-CHENG HUANG, P.E.**  
**MUNICIPAL ENGINEER**  
**N.J. LIC. #25549**



**CITY OF JERSEY CITY  
STANDARD  
SUPPLEMENTARY SPECIFICATIONS**

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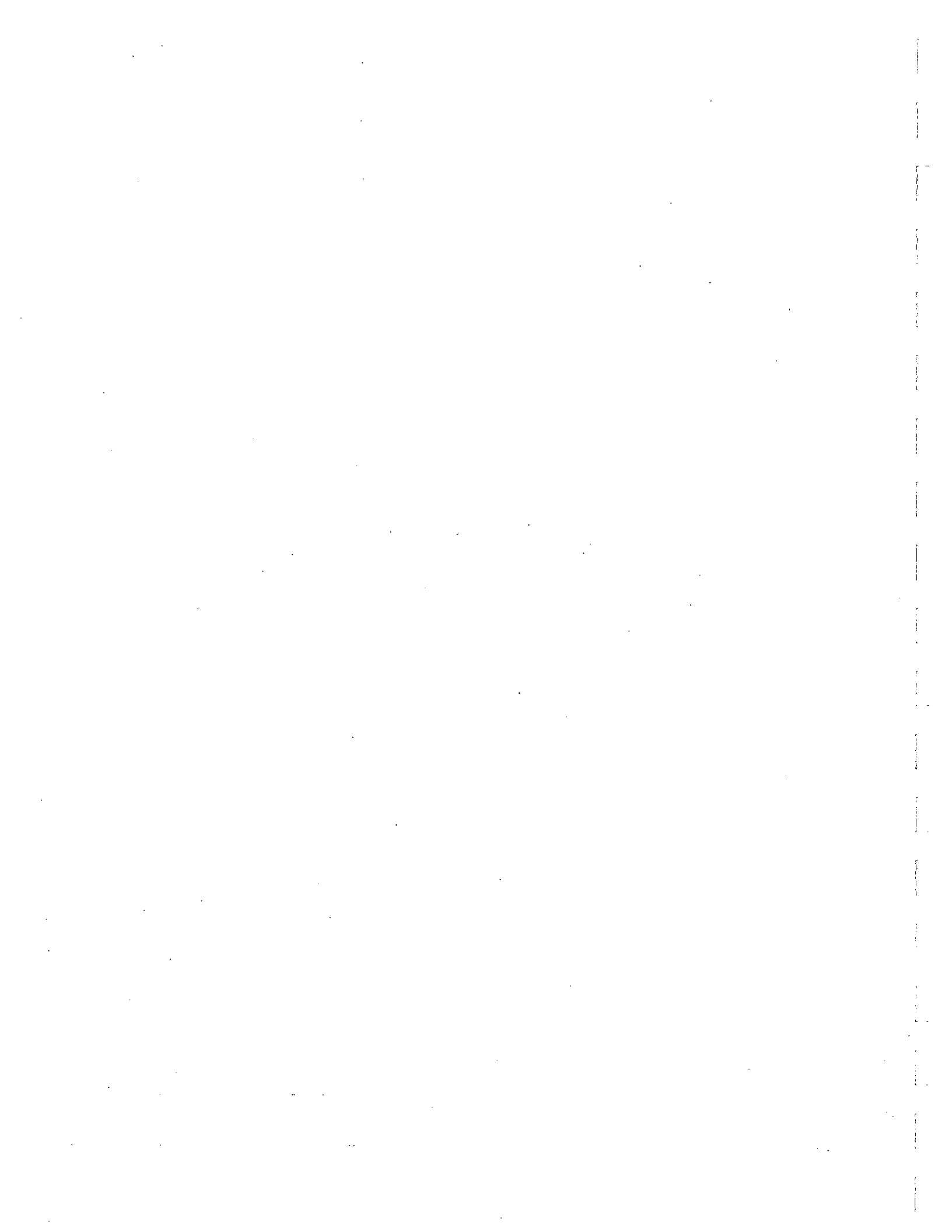


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## ABBREVIATIONS

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

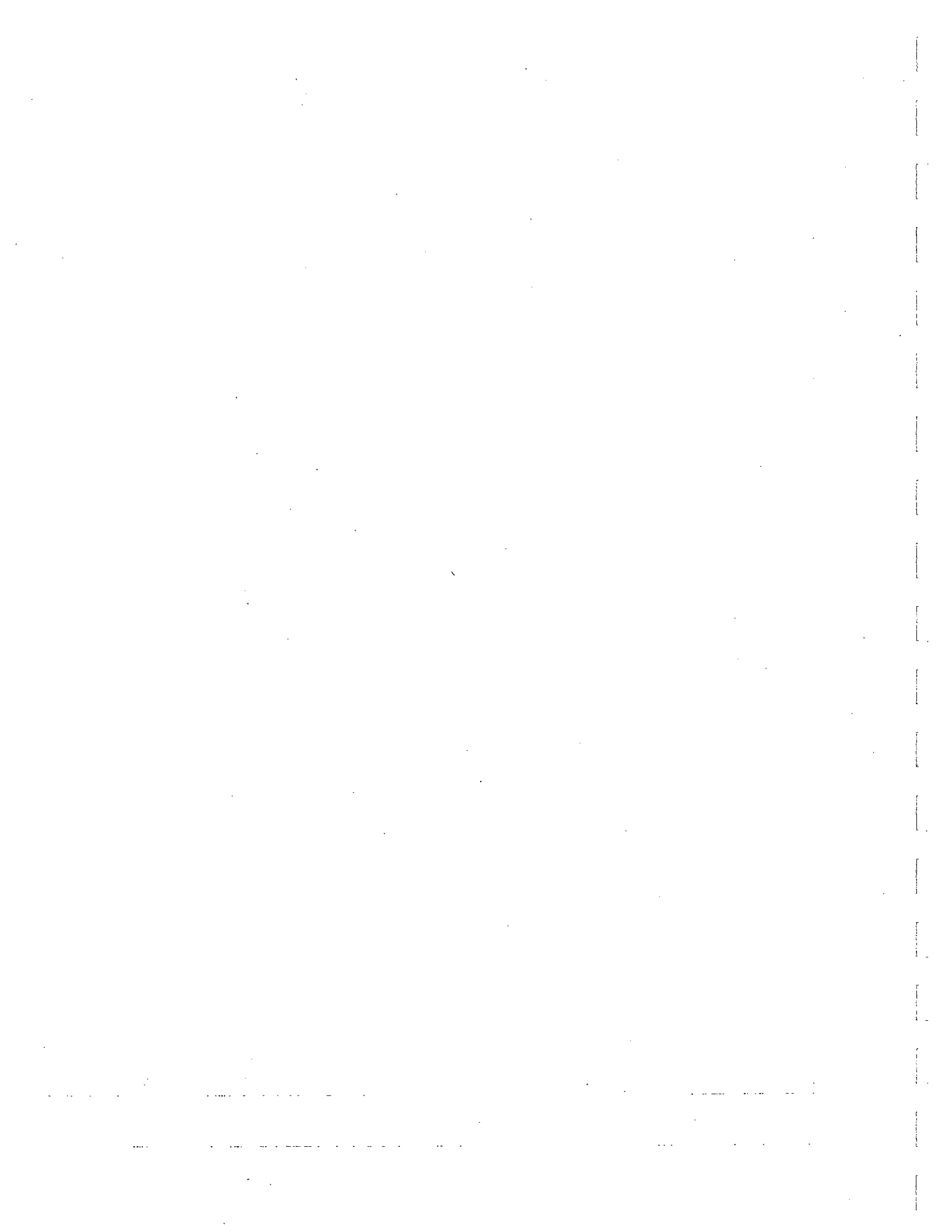
AASHTO	American Association of State Highway and Transportation Officials
ACGIH	American Conference of Governmental Industrial Hygienists
ACI	American Concrete Institute
AGA	American Gas Association
AIA	American Insurance Association
AISC	American Institute of Steel Construction, Incorporated
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APHA	American Public Health Association
API	American Pipe Institute
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers, Incorporated
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineering
ASTM	American Society for Testing and Materials
AWPA	American Wood-Preservers' Association
AWPB	American Wood Preservers' Bureau

## ABBREVIATIONS

AWS	American Welding Society
AWWA	American Water Works Association
BOG&T	Bureau of Geology and Topography, State of New Jersey
CIPRA	Cast Iron Pipe Research Association
CISPI	Cast Iron Soil Pipe Institute
CRSI	Concrete Reinforcing Steel Institute
EEI	Edison Electrical Institute
EIA-J	Electronic Industries Association - Japan
EPA	Environmental Protection Agency of the United States Government
FEDSPEC	Federal Specification
FS	Federal Specification, General Services Administration
IEEE	Institute of Electrical and Electronics Engineers
IMSA	International Municipal Signal Association
IPCEA	Insulated Power Cable Engineers Association
JCIA	Jersey City Incinerator Authority
JCMUA	Jersey City Municipal Utilities Authority
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NJAC	New Jersey Administrative Code

## ABBREVIATIONS

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





## UTILITY CONTACTS

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

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

### GAS

**Public Service Electric & Gas  
Gas Distribution, Central Gas Div.**  
444 St. Paul's Avenue  
Jersey City, New Jersey 07306  
Jim Cavanaugh, Distribution Supervisor  
(2010 420-3950)

### STORM & SANITARY SEWER

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

### ELECTRIC

**Public Service Electric & Gas Co.  
Electric, Palisades Division**  
325 County Avenue  
Secaucus, New Jersey 07094  
Sue Woodell  
(Engineering Support)  
(201) 330-6456  
Patrick Buck, Service Consultant  
Cell: (973) 289-0258

### CABLE TV

**Comcast of Jersey City**  
2121 Kennedy Boulevard  
Jersey City, New Jersey 07305  
Kevin Davis,  
Construction Representative  
(201) 526-9978 Ext. 6290978  
Cell: (201) 522-4437

### TELEPHONE

**Verizon - New Jersey, Inc.**  
114 Paterson Street, 3<sup>rd</sup> Floor  
Paterson, New Jersey 07501  
Dwight Green, For South Jersey City  
(973) 925-1490

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

### WATER (OWNER)

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

## UTILITY CONTACTS

### WATER (MANAGER)

#### UNITED WATER JERSEY CITY

233 Coles Street (At 13<sup>th</sup> Street)  
Jersey City, New Jersey 07302  
John Libitz, Superintendent  
T&D Operations  
(201) 239-1108  
Don Kraker, Foreman  
(201) 459-1826

### TRAFFIC SIGNALS/LOOP DETECTORS

City of Jersey City  
Division of Engineering, Traffic & Transportation  
575 Route 440  
Jersey City, New Jersey 07305  
Lee D. Klein, P.E., PTOE, Asst. Municipal Engr.  
(201) 547- 4470  
[kleinl@jcnj.org](mailto:kleinl@jcnj.org)

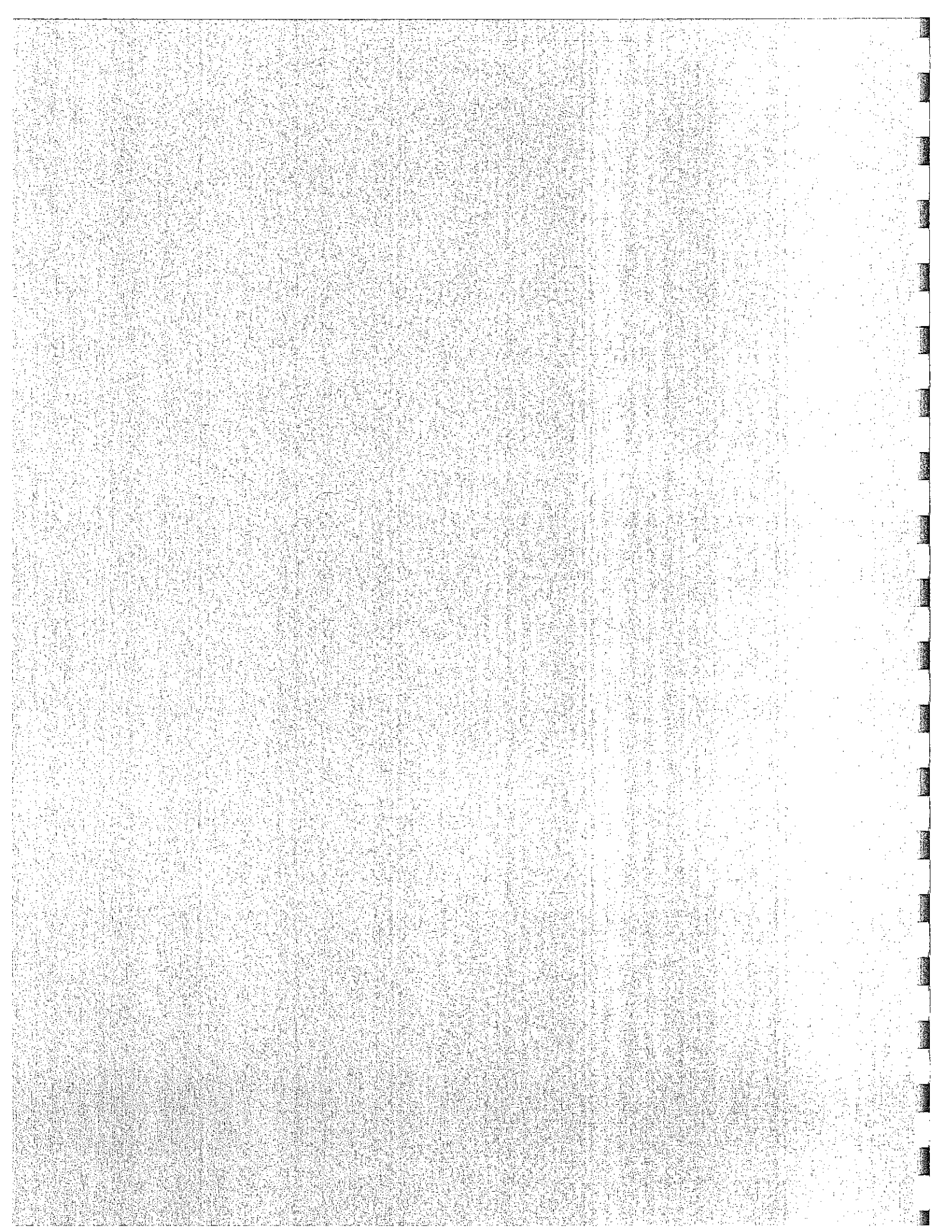
### RED LIGHT PHOTO ENFORCED CAMERAS

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

### JERSEY CITY CCTV SYSTEM

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

# **NOTICE TO BIDDERS**



## NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN THAT Sealed proposals will be received, and opened by the Director of Purchasing at One Journal Square Plaza 2<sup>nd</sup> Floor in Jersey City, New Jersey 07306 on \_\_\_\_\_ at \_\_\_\_\_ for **Traffic Striping & Crosswalk Maintenance Program**, Project No 13-017, in the City of Jersey City, New Jersey.

**Note: Bidders are advised that funding for this contract is subject to the enactment of City of Jersey City (City) Ordinance 13-091 which the Municipal Council approved on September 11, 2013. If there are no legal challenges filed regarding the adoption of this Ordinance, it will take effect on October 8, 2013, and the Municipal Council will be awarding a contract for this project within sixty days of the bid reception date. If there is a legal challenge to the Ordinance filed before October 8, 2013, the City will not be awarding a contract for this project.**

### TRAFFIC STRIPING & CROSSWALK MAINTENANCE PROGRAM

This Project involves the removal and/or replacement of existing, missing or faded Traffic Striping, Markings and/or Symbols and the application of new Traffic Striping, Markings and/or Symbols, on various streets within the City of Jersey City. Also, the repair of existing Polymer Cement Slurry Decorative Crosswalks and Polymer-Resin Imprinted Decorative Crosswalks (3/4" thick).

The Engineer will direct the contractor as to where the work will be performed and will guarantee at least a day's worth of work. Also, work will be conducted in a contiguous area and will be limited to the availability of funds. The cost of Mobilization shall be included in the bid prices. Work will only be performed when the weather conditions are conducive to thermoplastic application (ambient and substrate temperature 40 degrees Fahrenheit and rising) and the Polymer Crosswalks (ambient and substrate temperature 50 degrees Fahrenheit and rising, for at least 6 hours after application). There are

240,000 LF of Traffic Stripes, Long Life, Thermoplastic, 4" wide

1,000 LF of Traffic Stripes, Latex (Water-borne Paint), 4" wide

2,000 LF Removal of Traffic Stripes Long Life, Thermoplastic, 4" wide

100 LF Removal of Traffic Stripes, Latex (Water-borne Paint), 4" wide

54,000 SF of Traffic Markings/Symbols, Long Life, Thermoplastic

100 SF of Traffic Markings/Symbols, Latex (Water-borne Paint)

500 SF Removal of Traffic Markings/Symbols, Long Life, Thermoplastic

100 SF Removal of Traffic Markings/Symbols, Latex (Water-borne Paint)



2,000 SF Repair of Polymer Cement Slurry Surface Decorative Crosswalk

500 SF Repair of Polymer-Resin Imprinted Decorative Crosswalk, 3/4" Thick

8,100 SF of Signs

in this Contract (includes both white and yellow stripes).

Questions by prospective bidders concerning this Contract should be directed to Peter Folgado, Director, Jersey City Division of Purchasing (201) 547-4896 or email [PeterF@jcnj.org](mailto:PeterF@jcnj.org)

Contract Documents including Specifications, and Bid Forms may be obtained at the Office of the Director of Purchasing, One Journal Square Plaza, 2<sup>nd</sup> Floor (corner of J.F. Kennedy Boulevard and Cottage Street), Jersey City, New Jersey, 07306 upon payment of a \$75.00 non-refundable fee for each set.

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 or mail bids to: Peter Folgado, Director, City of Jersey City Division of Purchasing, One Journal Square Plaza, 2<sup>nd</sup> Floor, Jersey City, New Jersey 07306. Bids sent by mail must be received by the Director of Purchasing no later than 4:00 P.M. of the last City business day before the day of the bid reception. Bids sent by courier service must be delivered to the Director no later than 11:00 A.M., prevailing time, 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 Director. Bid Proposal must comply with specifications.

Bidders are required to comply with the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Program). Bidders are also required to comply with the provisions of P.L. 2004, c. 57, which includes the requirement that contractors provide copies of their Business Registration Certificates issued by the New Jersey Department of the Treasury. These provisions are incorporated herein by reference. Full Requirements of the program may be obtained with Proposal Forms.

Bid 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 Total Bid Price; but not more than Twenty Thousand Dollars (\$20,000.00) nor less than Five Hundred Dollars (\$500.00).

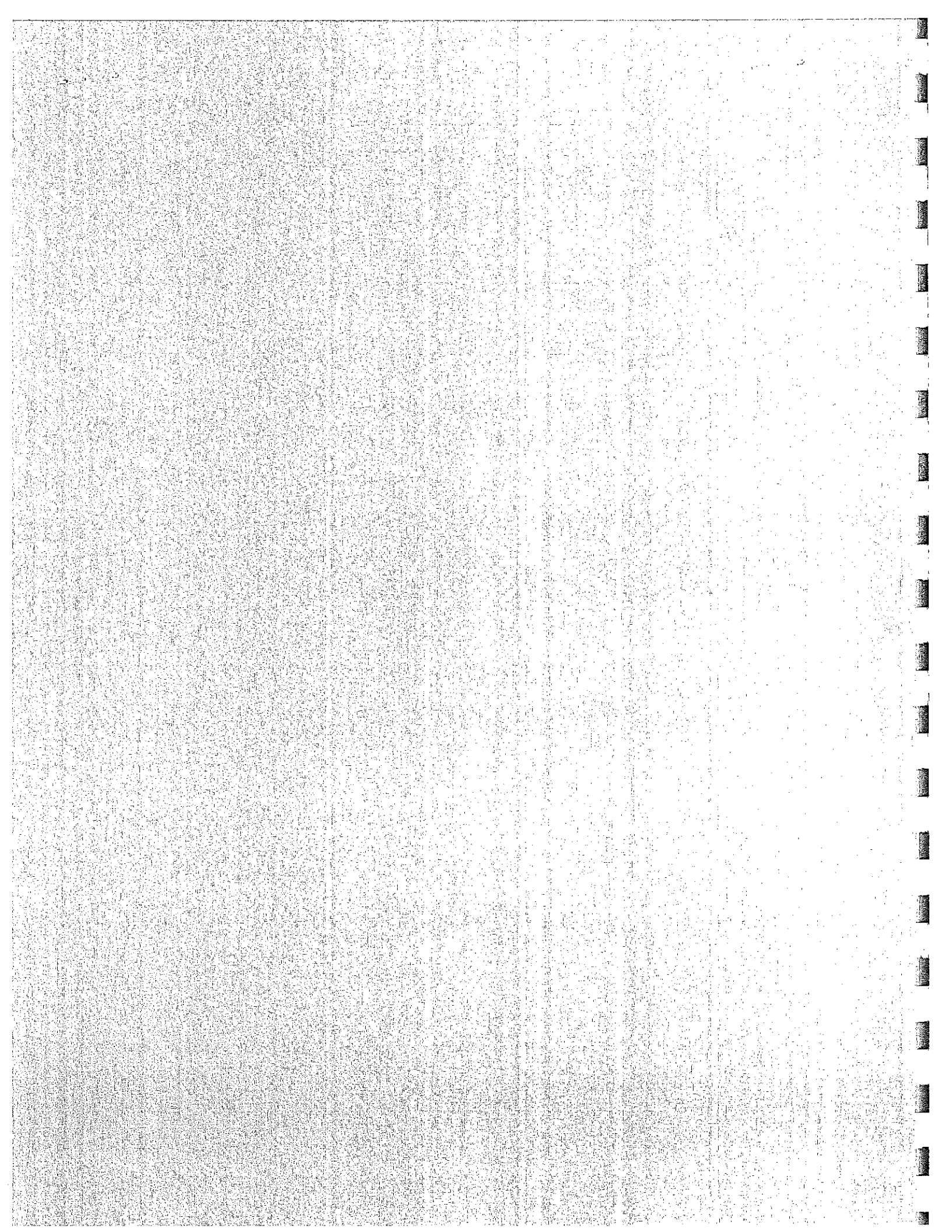
The Director of Purchasing reserves the right to reject any and all bids received, or portions thereof, if deemed to be in the interest of the City to do so.

Peter Folgado  
Director of Purchasing





**INFORMATION TO BIDDERS**



## INFORMATION TO BIDDERS

### 1. INTENT OF CONTRACT DOCUMENTS:

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

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

### 2. TERMS:

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

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

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

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

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

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

**CONTRACT:** The term "Contract" means the entire and integrated agreement between the parties thereunder and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract Documents form the Contract between the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work and the basis of payment.

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

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

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

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

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

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

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

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

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

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

**PURCHASING AGENT:** The term "Purchasing Agent" refers to the Director of Purchasing, or his/her designee, located at 1 Journal Square Plaza, 2nd Floor, City of Jersey City.

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

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

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

3. FAMILIARITY WITH WORK:

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

time for completion of the Work or any other concession because of any misinterpretation or misunderstanding of the Contract, on his part, or of any failure to fully acquaint himself with all conditions relating to the Work.

4. PLANS AND SPECIFICATIONS:

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

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

5. INTERPRETATIONS OR ADDENDA:

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

6. SUBSURFACE CONDITIONS:

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

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

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

7. SUBMITTING PROPOSAL:

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

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

8. BID DOCUMENTS:

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

- \*1. Certificates of Experience of General Contractor.
2. Certificates of Experience of Subcontractors listed on the Plant and Equipment Questionnaire in the Proposal, pursuant to N.J.S.A. 40A:11-16
- \*3. Plant and Equipment Questionnaire of General Contractor
4. Plant and Equipment Questionnaire completed by subcontractors required to be named pursuant to N.J.S.A. 40A:11-16
5. Financial Statement (for projects with total base bid price of \$1.0 million or greater, the financial statement shall be a Certified Financial Statement prepared within the past 15 months)
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 the Plant and Equipment Questionnaire in the Proposal, pursuant to N.J.S.A. 40A:11-16
11. Equality Information on Substituted Items (if applicable)
- \*12. Written acknowledgement of Addendum (if issued), pursuant to N.J.S.A. 40A:11-23.2(e)
13. Form MWB-3: Minority/Women Business Compliance Plan
14. 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.
15. Exhibit B: Mandatory Equal Employment Opportunity Language

Failure to include the Bid Documents listed immediately above that are marked with an asterisk (\*) shall result in 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).

9. BID GUARANTEE:

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

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

10. CONSENT OF SURETY:

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



11. WITHDRAWAL OF PROPOSAL:

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

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

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

12. CAUSES FOR REJECTION:

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

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

- A. If prices are obviously unbalanced;
- B. If received from Bidders who have previously performed work in an unsatisfactory manner;
- C. If the Purchasing Agent, at his sole discretion, deems it advisable to do so in the best interest of the City;
- D. If conditions, limitations or provisions are attached by a Bidder to his Proposal;
- E. If Proposals are otherwise irregular or the enclosed or accompanying documents are not completed and properly executed;

- F. If the Bidder has not constructed at least three (3) comparable projects within the previous three (3) years;
- G. If the Bidder does not own sufficient or satisfactory equipment to perform the Work.

13. RETURN OF BID GUARANTEES:

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

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

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

14. AWARD OF CONTRACT:

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

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

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

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

unconscionable and it is shown that the failure to include a bid price was an excusable mistake.

In the event a corporation not incorporated in the State of New Jersey, but is the lowest bidder, it must be authorized to do business in New Jersey pursuant to N.J.S.A. 14A:15 et seq., prior to beginning work.

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

A. BID FOR UNIT PRICES CONTRACT:

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

B. BID FOR LUMP SUM CONTRACT:

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

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

For the purpose of comparison of Bids received, the Total Bid Price, as stated in the Proposal or as corrected in accordance with the above, will be considered to be the amount bid for the Project and award will be made based on that Total Bid Price. The Purchasing Agent may consider noncompliant any Bids not prepared and made in accordance with the provisions stated herein and may waive or reject any or all Bids. Bids containing any conditions, omissions, unexplained erasure or alterations, or items not called for in the Proposal, or irregularities of any kind may be rejected by the City.

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

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

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

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

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

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

16. PERFORMANCE BOND:

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

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

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

17. CERTIFICATES OF INSURANCE:

The Contractor shall also supply to the City, its successors or assigns, at the time the Contract is signed, Certificates of Insurance in such amounts as described elsewhere in

these Specifications, which shall be maintained by the Contractor during the life of the Contract. All insurance shall name the City of Jersey City as coinsured.

18. ESTIMATED QUANTITIES AND UNIT PRICES:

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

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

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

19. LUMP SUM PRICE:

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

20. CHANGES - EXTRA WORK FOR UNIT PRICE CONTRACT:

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

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

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

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

The price stated in the 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 equipment rates shall be as per the monthly rates in the current "Blue Book";
  - d. Plus power and consumable supplies for the operation of power equipment required for such Extra Work;
  - e. Plus fifteen (15%) percent of a, b, c and d above as compensation for all other items and profits, and costs or expenses including administration, overhead, superintendence, materials used in temporary structures, allowances made by the Contractor to the Subcontractors, the use of small tools and any other general expenses. The Contractor's compensation for overhead and profit shall be limited to five (5%) percent on Work performed by a Subcontractor. ~~All time and material quantities shall be verified by the Engineer on a daily basis.~~

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

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

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

21. CHANGES - EXTRA WORK FOR LUMP SUM CONTRACT:

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

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

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

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

The price stated in the 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 equipment rates shall be as per the monthly rates in the current "Blue Book";
  - d. Plus power and consumable supplies for the operation of power equipment required for such Extra Work;
  - e. Plus fifteen (15%) percent of a, b, c and d above as compensation for all other items and profits, and costs or expenses including administration, overhead, superintendence, materials used in temporary structures, allowances made by the Contractor to the Subcontractors, the use of small tools and any other general expenses. The Contractor's compensation for overhead and profit shall be limited to five (5%) percent on Work performed by a Subcontractor. All time and material quantities shall be verified by the Engineer on a daily basis.

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

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

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

22. SUBSTITUTIONS:

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



Where materials are specified by trade name or manufacturer's model or catalog number, the name products shall be construed to read "or equal". If a Bidder proposes to substitute any material, other than those names in the Specifications, such material shall be equal in all respects to the named products specified. The burden of submitting adequate information to prove equality of substituted materials shall be the responsibility of the Contractor. Requests for substitutions prior to the Bid Date will not be entertained; all requests for substitutions shall be submitted after award of the Contract. Proposed substitutions shall satisfy all design conditions. The Contractor shall evaluate the following minimum considerations which will be reviewed prior to approving any substitute: physical dimensions, pattern, colors, weight effect on other trades, availability, cost, performance and test data, guarantee and other properties. Where the Contractor proposes to substitute materials, he shall submit two (2) samples of material specified and two (2) samples of material proposed for substitution, along with technical information on each. Where the Contractor's information on products is insufficient to determine "equality", laboratory tests will be required. Private laboratory will be selected by the Engineer to conduct test; the cost of which shall be paid by the Contractor. All modifications to existing work or to adjoining work, which are necessary to accommodate any item offered as alternatives, shall be performed at no additional cost to the City. The Contractor shall substantiate in writing, by economic analysis, that items offered as alternatives shall cause no addition in maintenance, fuel, or utility cost over the items shown or specified and have an equal life expectancy.

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

23. INTENT OF PLANS AND SPECIFICATIONS:

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

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

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

In case the Contractor finds the Specifications or Plans are not sufficiently clear or complete, he shall request the Engineer to provide Supplementary Plans and Specifications and the Engineer will provide such additional information as may be necessary. Such request shall be made in writing at least two (2) weeks prior to the time such Drawings or Specifications are to be needed; and no delay, caused by the tardiness

of the Engineer, in supplying such information shall be considered as neglect or default on his part unless written application shall have been so made.

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

The Contractor shall secure and maintain at the Project Site at least one (1) copy of the New Jersey Department of Transportation "Standard Specifications for Road and Bridge Construction", dated 2007 as currently amended and one (1) copy of the United States Department of Transportation, Federal Highway Administration "Manual on Uniform Traffic Control Devices for Streets and Highways", as currently amended.

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

24. RESPONSIBILITY OF WORK:

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

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

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

25. LAWS, ORDINANCES, REGULATIONS AND PERMITS:

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

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

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

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

26. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

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

27. INSURANCE:

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

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

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

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

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

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

A. General Liability:

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

B. Special Hazards Insurance:

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

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

C. Automobile Insurance:

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

D. Fire Insurance:

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

E. Notice of Change:

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Each and every insurance policy required by the terms of this Contract shall carry endorsement to the effect that the Insurance Company shall give at least ten (10) calendar days notice to the City of any modification or cancellation of any policy or policies.

F. Builder's Risk Coverage

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

28. INDEMNITY:

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

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

29. SUBMISSION OF POST BID INFORMATION:

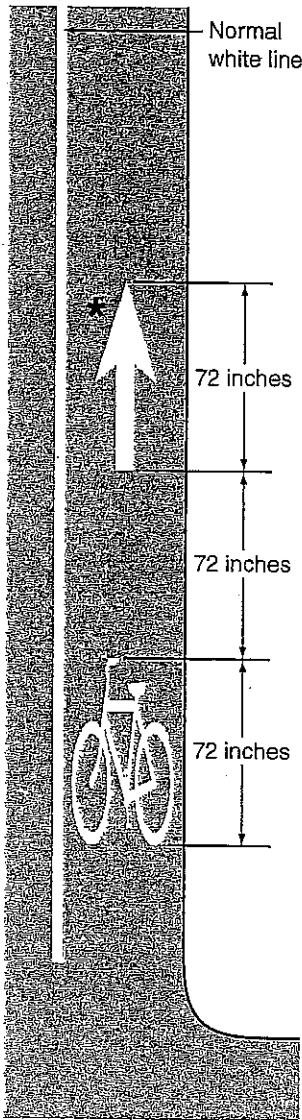
Upon request by the Engineer, Selected Bidders shall within seven (7) calendar days thereafter submit the following:

- A. A statement of costs for each major item of Work included in the Proposal.
- B. A designation of the Work to be performed by the Bidder with his own forces.
- C. A list of names of the Subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for such portions of the Work as may be designated in the Contract Documents or, if no portions are so designated, the names of the Subcontractors proposed for the principal portions of the Work.

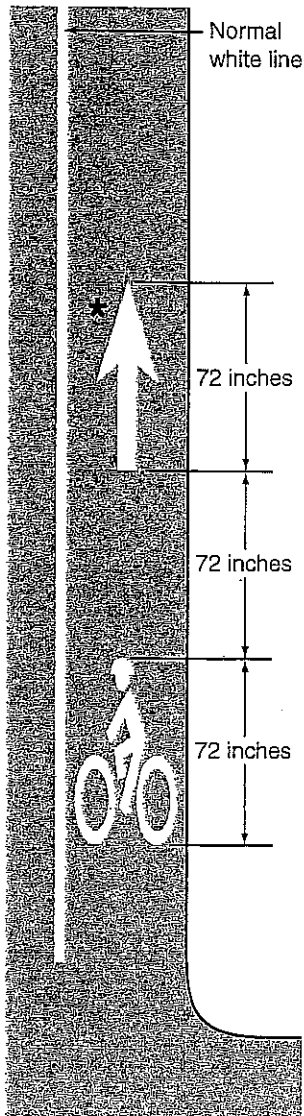
The Bidder shall be required to establish to the satisfaction of the Engineer the reliability and responsibility of the proposed Subcontractors to furnish and perform the Work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades. Prior to the award of the Contract, the Engineer will notify the Bidder in writing if the Engineer, after due investigation, has reasonable and substantial objection to any person or organization or such list. If the Engineer has a reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the Bidder shall obtain another Subcontractor satisfactory to the Engineer.

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# Symbol, and Arrow Pavement Markings for Bicycle Lanes

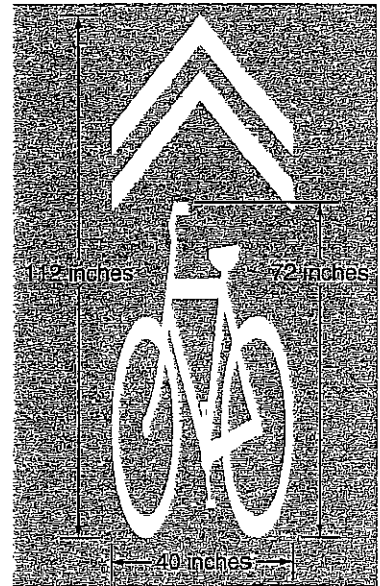


A - Bike Symbol



B - Helmeted Bicyclist Symbol

## Shared Lane Marking

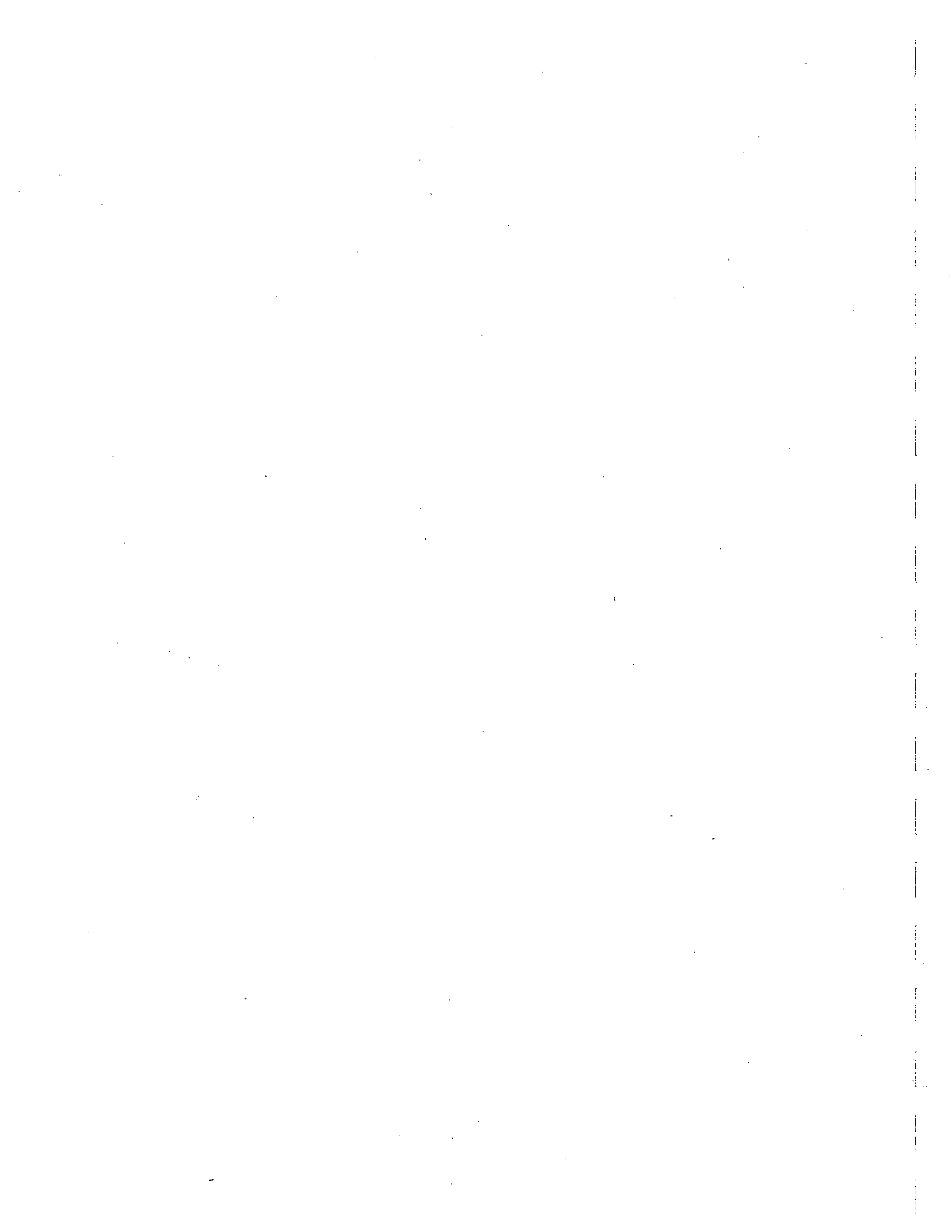


R3-17

# BIKE LANE DETAIL

N.T.S.











## GENERAL CONDITIONS

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.

3. ACCIDENT PREVENTION:

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

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

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

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.

5. PUBLIC UTILITIES & UNDERGROUND FACILITIES:

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

It shall be the Contractor's responsibility to notify in writing all the various utility companies concerned prior to the initial start of construction, so that they will have sufficient time to locate, relocate or construct their facilities. He shall also be responsible for the location of all other underground lines and appurtenances such as existing sanitary sewers and house connections, existing water and gas lines, existing storm drains, etc., whether such underground lines and appurtenances are noted or not noted on the Plans, so as to prevent any direct interference with underground lines being constructed.

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

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

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

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

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

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

6. MAINTENANCE AND PROTECTION OF TRAFFIC:

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

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

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

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

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

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

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

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

Where traffic is to be maintained on main thoroughfares, the Contractor shall provide approved metal plates to cover open trenches, as directed by the Engineer. All signs and barricades shall conform to current specifications set forth in the "Manual on Uniform Traffic Control Devices for Streets and Highways", U.S. Department of Transportation, Federal Highway Administration, as currently amended. In addition the Contractor shall comply with the requirements set forth in the Jersey City Division of Traffic Engineering "Traffic Barricade Manual".

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

7. OTHER CONTRACTORS:

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

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

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

8. EXISTING MONUMENTS:

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

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.



10. CONTRACT AND CONTRACT DOCUMENTS:

The Plans, Specifications and Addenda, if any, shall form part of the Contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The titles and headings of the Sections, Subsections and Subparts herein are intended for convenience of reference and shall not be considered as having bearing on their interpretation. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

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

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

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

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

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

11. CONTRACTOR'S ORGANIZATION & EQUIPMENT:

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

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

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

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

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

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

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

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

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

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.

13. EQUIPMENT:

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

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

14. WORKING SITE:

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

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.

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.

17. TESTING AND INSPECTION OF MATERIALS:

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

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

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.

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.

20. ASSIGNMENT OR NOVATION:

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

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.

22. CLEANUP:

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

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

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

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

23. AUTHORITY OF THE ENGINEER:

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

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

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.



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.

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 by another authority other than the Engineer, the date fixed for such inspection shall be confirmed and made in writing.

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

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

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

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

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

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

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

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.

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 Forty-Five Dollars (\$45.00) per hour per man for the inspectors and Seventy-Five Dollars (\$75.00) per hour per man for the Engineer.

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

29. CONSTRUCTION LAYOUT:

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

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

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

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

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

30. CLAIM FOR ADDITIONAL COMPENSATION:

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

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

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

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.

32. NOTICE TO PROCEED:

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

33. PROGRESS SCHEDULE AND PRECONSTRUCTION:

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

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

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

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

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

- a. Submit a revised schedule for completion of the work within the Contract time.
- b. Modify his operation to provide such additional materials, equipment, and labor necessary to meet the revised time estimates.

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

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.

35. SHOP DRAWINGS AND SAMPLES:

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

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

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

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

If a shop drawing is in accord with the Contract or involves only a minor adjustment in the interest of the City of Jersey City not involving a change in Contract price or time, the Engineer may approve the drawing. The Engineer shall accept no responsibility for the Shop Drawings even though they carry his approval. The checking of the Shop Drawings is a gratuitous service to the Contractor and in no way relieves the Contractor of full responsibility for the completion of the job as drawn and specified. The approval shall be general and shall not relieve the Contractor from his responsibility for adherence to the Contract or for any error in the drawing and shall represent in substance the following:

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

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

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

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

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

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

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

36. TIME FOR COMPLETION, LIQUIDATED DAMAGES AND EXTENSION OF TIME:

It is hereby understood and mutually agreed by and between the Contractor and the City of Jersey City that the date of beginning and the time for completion, as specified in the Contract, of work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced within ten (10) calendar days from the execution of the Contract or as specified in the Notice to Proceed.

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

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

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

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



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

- a. To any preference, priority or allocation order duly issued by the City of Jersey City;
- b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, act of God, or of the public enemy, acts of the City of Jersey City, acts of another Contractor in the performance of a Contract with the City of Jersey City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, severe weather or contaminated soil;
- c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections a and b of this article: Provided further, that the Contractor shall, within ten (10) days from the beginning time prior to the date of final settlement of the Contract, notify the City of Jersey City in writing, of the cause of delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

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

37. ACCEPTANCE OF WORK:

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

The City shall not be precluded or estopped by any measurement, estimate, or certificate, made either before or after the completion and acceptance of the Project and payment therefor, if such measurement, estimate or certificate be found to be in error or untrue, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate or certificate is incorrectly made or untrue, or that the work or materials do not conform in fact to the requirements of the Contract. The City of Jersey City shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate, and payment made in accordance therewith, from recovering from the Contractor and his Surety such damages as it may sustain by reason of the Contractor's failure to comply or to have complied with the terms of the Contract.

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

38. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

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

39. SUSPENSION OF WORK:

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

- a) Due to weather or soil conditions or contamination considered unsuitable for prosecution of the work; or
- b) For failure of the Contractor to:
  - 1. Correct conditions unsafe for the workmen or the general public; or
  - 2. Carry out orders given by the Engineer; or
  - 3. Perform any provisions of the Contract.

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

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

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

40. RIGHT OF THE CITY TO DECLARE CONTRACTOR IN DEFAULT:

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

- a) If the Contractor fails to begin the work within the required time.
- b) If the work to be done under this Contract is abandoned.
- c) If the Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- d) If the Contractor fails to or refuses to regard laws, ordinances, regulations, and such orders as given by the City of Jersey City or Engineer with respect to the work.
- e) If the Contractor, after notice from the Engineer, refuses or fails to supply enough properly skilled workmen or proper materials or equipment.
- f) If the Contractor violates any of the provisions of this Contract or shall not perform the same in good faith.
- g) If the Contractor refuses or fails to prosecute the work or any part thereof, including work not affected by a Partial Suspension during such period of Partial Suspension, with such diligence as will insure the work's completion within the specified period (or any duly authorized extension) or fails to complete the work or any part thereof within the prescribed period.

- h) If the Contractor fails to make prompt payment to persons supplying labor or materials for the work.
- i) If the Contractor assigns or sublets the work otherwise than as specified.
- j) If the Contractor fails to remove an incompetent foreman or superintendent as requested by the Engineer.
- k) If the Engineer is of the opinion, and has certified in writing, that the work or any part thereof is unnecessarily or unreasonably delayed, or that the Contractor is not complying with the order of the Engineer, or that sufficient workmen, materials, plant, tools, supplies, safety standards, or other means of carrying on the work are not provided to carry out all the requirements of the Contract.

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

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

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

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

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

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

41. REMOVAL OF EQUIPMENT:

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

42. PAYMENTS:

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

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

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

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

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

A. LUMP SUM PAYMENTS:

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

B. PROGRESS PAYMENTS:

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

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

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

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

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