

**MONMOUTH COUNTY PARK SYSTEM  
805 NEWMAN SPRINGS ROAD  
LINCROFT, NJ 07738  
(732) 842-4000**

**FURNISHING OF VARIOUS TYPES OF  
MASONRY WORK**

**BID NO: #0035-14**  
**ADVERTISED: WEDNESDAY, APRIL 16, 2014**  
**BIDS DUE: TUESDAY, MAY 6, 2014 at 10:00 AM**

**TO APPEAR IN PAPER: WEDNESDAY, APRIL 16, 2014**

**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received by the Monmouth County Board of Recreation Commissioners at the Monmouth County Park System HEADQUARTERS BUILDING, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738, until **10:00 a.m.**, prevailing time on **TUESDAY, MAY 6, 2014** and then publicly read aloud for the following:

**1. FURNISHING OF VARIOUS TYPES OF MASONRY WORK  
(BID #0035-14)**

Bid Documents, including Instructions to Bidders, complete Plans and Specifications, and Proposal Forms may be obtained by qualified bidders on our website at [www.monmouthcountyparks.com](http://www.monmouthcountyparks.com); **“Do Business with Us;” “Request for Bids”** or at Monmouth County Park System, Headquarters, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738 between the hours 8:00 a.m. and 4:30 p.m., Monday through Friday. If requested by potential bidders, the Monmouth County Park System will mail a bid packet to such bidders. The Monmouth County Park System only assumes the responsibility for email and /or fax notifications and for placing bid packet in the mail, and not for the proper and timely delivery of such notices or packets.

Bids must be submitted on the proposal form provided or an exact duplicate in the manner designated and required by the specifications. Bid submitted must be enclosed in sealed envelopes bearing the name and address of the bidder, the title of the bid, and the words “Sealed Bid.” Bids are to be addressed to the Purchasing Agent, Monmouth County Board of Recreation Commissioners, 805 Newman Springs Road, Lincroft, New Jersey 07738. Bids must be delivered at the place and before the hour mentioned above.

All bidders are required to comply with requirements of P.L. 1975, c.127, N.J.S.A. 10:5-31, et seq. (N.J.A.C. 17:27) (Affirmative Action), 42 U.S.C. 512101, et seq. (Americans with Disabilities Act), and N.J.S.A 40A:11-16 “Designated Subcontractors,” N.J.S.A. 52:32-44 (Business Registration) and N.J.S.A. 34:11-56.25, et seq. (Prevailing Wage), P.L.1999, s.238, as amended by P.L.2003, c.91 (Public Works Contractor Registration Act) and all other laws and regulations that apply to bidding and the performance of the proposed contract.

The Monmouth County Board of Recreation Commissioners reserves the right to waive any informality in, or to reject any or all bids, and to award contracts in whole or in part, if deemed in the best interest of the Board to do so.

The Monmouth County Board of Recreation Commissioners shall reserve the right to hold bids for sixty (60) days prior to award of contracts.

All inquiries are to be directed to the Purchasing Department at (732) 842-4000.

By order of the Board of Recreation Commissioners of the County of Monmouth.

Fred J. Rummel, Chairman  
James J. Truncer, Secretary-Director  
Stephanie Weise, Purchasing Agent

## GENERAL CONDITIONS

1. All bidders must submit their proposals on the enclosed forms and must furnish all required information. FAILURE TO PROPERLY EXECUTE THESE FORMS MAY BE CAUSE FOR REJECTION OF THE BID.
2. The bid must be enclosed in two (2) sealed envelopes, one inside the other. The word "BID" must be written on both envelopes. The outside envelope must bear the title of the bid, the date of the bid opening, and the name and address of the bidder.
3. Included with this specification is a true copy of the contract that will be the formal contract to be executed by the successful bidder.
4. The quality of items to be furnished is as set forth in detail in the proposal
5. Any brand names mentioned in the specification shall be deemed to include the words "or approved equal", and bids submitted on other brands must include detailed information and specifications that may be used for the purpose of making comparisons.
6. All bidders must indicate any variation to the specifications, terms, and conditions, no matter how slight. If no variances are indicated, it will be defined to mean that the specification will be fully complied with.
7. Items of foreign origin must be so indicated. Your signature to the bid proposal will be taken as your certification that all manufactured articles and materials not so indicated, have been made or produced in the United States (40 A:11-18)
8. The bidder, if awarded a contract, agrees to protect, defend and save harmless the contracting unit against any damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the contracting unit from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by an party or parties by, or from any of the acts of the contractor, his servants or agents.
9. The Monmouth County Board of Recreation Commissioners reserves the right to reject any or all bids and to waive any minor defect or informality in any bid, should it be in the best interest of the Board to do so.
10. The Board of Recreation Commissioners has up to sixty (60) days to make the award. If addition time is required beyond sixty (60) days, the contracting unit may request permission to do so from any one of the three apparent lowest responsible bidders for an additional period of time to be agreed to by the contracting unit and bidders.
11. In the event that the bidder to whom the contract is awarded should fail to enter into a contract, the Board of Recreation Commissioners may, at its option, accept the proposal of the next lowest bidder.
12. Should the contractor fail to fulfill the terms of the contract within the specified time, the Board of Recreation Commissioners reserves the right to rescind the contract and secure the items or services elsewhere. The contractor is responsible for any additional cost incurred as a result of this action.
13. All items are to be delivered F.O.B. destination specified. The maximum of days allowable for delivery is indicated in the specification and must be adhered to.
14. The County of Monmouth and the Board of Recreation Commissioners are exempt from all Federal, State, and Municipal sales and excise taxes. The New Jersey Sales Tax Exemption Number is 69-0220842.

15. Following delivery, an invoice and a signed Monmouth County payment voucher must be submitted to the Board of Recreation Commissioners. Payment will be made upon approval of the voucher by the Monmouth County Board of Recreation Commissioners and the Monmouth County Board of Chosen Freeholders

16. MANDATORY BUSINESS REGISTRATION CERTIFICATE

**NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS  
NON-CONSTRUCTION**

All New Jersey and out of state business organizations must obtain a Business Registration Certificate (BRC) from the Department of Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, must be submitted. No contract will be awarded without proof of business registration with the Division of Revenue. The contract will contain provisions in compliance with N.J.S.A. 52:32-44, as amended, outlined below.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor.

Before final payment of the contract is made by the contracting agency, the contractor shall submit an accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.


For the term of the contract, the contractor and each of its affiliates and each subcontractor and each of its affiliates (N.J.S.A 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the "Sales and Use Tax Act" (N.J.S.A. 54:32 B-1, et seq.) on all sales of tangible personal property delivered into this state.

A business organization that fails to provide a copy of a registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (N.J.S.A. 5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

Sample Business Registration Certificates are attached. Certain other forms, such as a Certificate of Authority to collect Sales and Use Taxes or a Certificate of Employee Information Report Approval, are **not** proof of business registration.

Any questions in this regard can be directed to the Division of Revenue at (609) 292-9292. Form NJ-REG can be filed online at: <http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE  
N.J. BUSINESS REGISTRATION CERTIFICATES:

	<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>
Taxpayer Name:	
Trade Name:	
Address:	
Certificate Number:	
Effective Date:	
Date of Issuance:	
For Office Use Only:	

**OR**

<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 222 TRENTON, N.J. 08646-0122</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
		<i>James J. Perricone</i> Acting Director New Jersey Division of Revenue
<small>FORM-BBC/08-01 This form is NOT available for purchase. If you are unable to obtain a copy, please contact the Division of Revenue.</small>		

17. Any proposal not meeting the requirements set forth herein may be rejected.

**ALL BIDS SUBMITTED SHALL INCLUDE THE ATTACHED "BIDDER'S CHECKLIST" ALONG WITH A SIGNED PROPOSAL AND ALL REQUIRED DOCUMENTS LISTED ON THE CHECKLIST**

## GENERAL SPECIFICATIONS

### INTENT:

It is the intent of this specification to describe and govern the **FURNISHING OF VERIOUS TYPES OF MASONRY WORK (BID #0035-14)** hereafter, referred to as the items.

### SCOPE:

The bidder is to furnish and deliver any or all items as called for in the specifications as instructed by the Agency.

### GENERAL:

The items shall be new and of the latest design. The items shall be furnished complete in every detail and ready for use when delivered to the Agency. Any item differing in minor details from these specifications may be considered, provided such differences are clearly noted and described in detail by the bidder and attached to the proposal and considered by the purchaser to be, in all essential respects in compliance with these specifications. If requested the bidder shall bring to the Agency, the items or a portion thereof, for a final inspection before the bid is awarded. The agency reserves the right to inspect manufacturing and warehouse facilities.

### EQUAL/TIE BIDS:

In the event of equal or tie bids, the agency reserves the right to award, at its discretion, to any one of the equal or tie bidders.

### PRICE DISCREPANCY:

If there is a discrepancy between the extended price and the unit price, the unit price shall prevail and the agency retains the right to recompute the extended price.

The agency also retains the right to check tie addition of all extended prices regardless of whether or not there is a discrepancy between the extended prices and the unit price. If the total sum of the extended price is incorrect, as a result of the bidders faulty arithmetic calculations, the agency will substitute the correct price and inform the vendor of the change.

### GUARANTEE:

The bidder shall guarantee that the items and all its parts shall comply with this specification.

### PRODUCT:

Only manufactured and farm products of the United States wherever available, shall be used in the performance of the specifications.

### QUANTITY:

Quantities stated in the specifications are approximate quantities only, and the agency reserves the right to increase or decrease the quantities without increase or decrease in price.

### PROPOSAL FORM:

Prices are to be quoted for each item to be bid upon by bidder. The Board of Recreation Commissioners reserves the right to accept or reject any or all items listed on the proposal and to award the contract in whole or in part as deemed in the best interest of the Board of Recreation Commissioners.

**SAMPLE ONLY - PAGE #1**

**CONTRACT**

This AGREEMENT, made and entered into this      day of A. D. Two Thousand and -      and between the MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, a body corporate and politic of the State of New Jersey, party of the first: part; AND

party of the second part.

WITNESSETH: That in consideration of the payments hereinafter specified and agreed to be made by the party of the first part, the party of the second part hereby covenants and agrees to furnish and deliver to the Monmouth County Board of Recreation Commissioners, in strict and entire conformity with the specifications hereto annexed, which are made a part of the Agreement as fully with the same effect as if the same had been set forth at length in the body of this Agreement.

The party of the second part agrees to make payment of all proper charges and labor and materials required in the aforementioned work, and indemnify and save harmless the party of the first part, its officers, agents and servants and each and every name and description, including royalty fees and claims for the use of patented materials or payments and from all damages to which the said party of the first part or any of its officers, agents and servants may be put by reason or injury to the person or property of others resulting from carelessness in the performance of said work, or through any improper or defective machinery, implements or appliances used by the said party of the second part in the aforesaid work, or through any act or omission on the part of the said party of the second part, or his agent or agents.

It is also agreed and understood that the acceptance of the final payment by the contractor shall be understood as a release in full of all claims against, out of, or by reason of the work done and materials furnished under this contract.

If proposals received for this contract include unit prices, the party of the first part reserves the right to increase or decrease any or all quantities in each item at the unit price bid.

IN CONSIDERATION OF the premises, the party of the first part agrees to pay the party of the second part for the said furnishing and delivery of

**SAMPLE ONLY - PAGE #2**

the same payable at the time and in the manner set forth in the specifications and proposal in connection with the same, which are a part of this contract, the same as though specifically set forth herein and attached hereto and made a part hereof is a true copy of the advertisement for bids.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be signed by the Chairman and attested by its Secretary, with its corporate seal hereto affixed, on *this* day and year first above written. The party of the second part is required to tactfully execute and carry out all requirements of the Affirmative Actions of P.L. 1975 c. 127.

MONMOUTH COUNTY BOARD OF  
RECREATION COMMISSIONERS

BY: \_\_\_\_\_  
Fred J. Rummel, Chairman

BY: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
James J. Truncer  
Secretary-Director

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SPECIFICATIONS FOR THE FURNISHING OF VARIOUS TYPES OF MASONRY WORK  
TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS,  
LINCROFT, N.J. 07738**

**SCOPE:**

The purpose of this contract shall be to make available a source for the provision, installation and finishing of concrete flat work, curb work and the services of a mason(s) and laborer(s) for associated masonry work

**WORK**

**INCLUDED:**

The Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, certificates, and temporary work necessary to fulfill the terms of this contract. If specialty equipment above and beyond that which is typically essential for transportation to the job site and performing masonry work is necessary, arrangements must be made in advance of any work being completed with the contact person listed below and cannot be charged directly under this contract.

Since a complete finished professional job is expected, the work shall include but is not necessarily limited to the following items:

**A. CAST-IN-PLACE CONCRETE**

**1.1 RELATED**

- A. The Contractor shall furnish all necessary material, labor, supervision, tools and equipment required to perform the Work with the exception of setting forms for flatwork. Site work for flat work such as grading, compacting and setting forms prior to the placing of concrete will be done by the Park System in a manner consistent with the contractor's usual methods. The contractor shall check all formwork to verify layouts and confirm pitches and slopes. The Contractor shall furnish, install, and remove all forms associated with curbing work. The Park System shall perform all grading and compacting site work prior to curbing work form installation. The Contractor may be asked to visit the site prior to prep work beginning, so as to agree on the methods to be used.

**1.2 SUMMARY**

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, steel reinforcement supports, concrete materials, mix design, placement procedures, and finishes.

**1.3 SUBMITTALS**

- A. Product Data: For each type of manufactured material and product indicated.
- B. Design Mixes: For each concrete mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments. Design mixes shall include materials with batch weights, sieve analysis for coarse and fine aggregate, manufacturer's cut sheets for all admixtures and test results indicating that proposed mix will meet project requirements.

Material Certificates:

1. Cementitious materials and aggregates.
  2. Form materials and form-release agents.
  3. Steel reinforcement and reinforcement accessories.
  4. Admixtures.
  5. Curing materials
  6. Bonding agents.
  7. Joint sealant
  8. Joint-filler strips.
- C. Fibrous Reinforcement-Submit product data and certified test reports showing compliance with specified performance characteristics and physical properties.
- D. Concrete delivery tickets immediately upon arrival to job site prior to testing and pouring.

1.4 **QUALITY ASSURANCE**

- A. Installer Qualifications: An experienced installer who has completed concrete Work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment. Manufacturer must be certified according to the National Ready Mixed Concrete Association's Certification of Ready Mixed Concrete Production Facilities.
- C. Codes and Standards: Comply with provisions of the following codes; specifications and standards, except where more stringent requirements as shown or specified:
1. ACI 117, "Standard Specifications for Tolerances for Concrete Construction and Materials."
  2. ACI 301, "Specification for Structural Concrete."
  3. ACI 304, "Guide for Measuring, Mixing, Transporting and Placing Concrete"
  4. ACI 305, "Hot Weather Concreting."
  5. ACI 306, "Cold Weather Concreting."
  6. ACI 308, "Standard Specification for Curing Concrete."
  7. ACI 315, "Details and Detailing of Concrete Reinforcement."
  8. ACI 318, "Building Code Requirements for Structural Concrete."
  9. ACI 347, "Guide to Formwork for Concrete."
  10. ACI 504, "Guide to Sealing Joints in Concrete Structures."
  11. CRSI, Concrete Reinforcing Steel Institute, "Manual of Standard Practice"

1.5 **DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, and handle steel reinforcement to prevent bending, corrosion and damage.
- B. Store to avoid contact with the ground and in a location protected from vehicular traffic.

- C. Cover reinforcement to protect from bad weather.

## PRODUCTS

### 2.1 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Plywood, metal, metal-framed plywood, or other form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints. Materials that will not stay rigid after concrete is poured are not acceptable.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces. Formulate form-release agent with rust inhibitor for steel form-facing materials.

### 2.2 REINFORCEMENT

- A. Milled galvanized-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets. Wire fabric rolls are not permitted. Provide 6x6 – W2.9xW2.9
- B. Fiber reinforcement: Polypropylene fiber

### 2.3 CONCRETE MIXES

- A. Mixture proportion data – Submit for acceptance for each type and strength of concrete, either field test data or trial mix data used to establish required average compressive strength of the mixture in accordance with ACI 301. Documentation of average compressive strength. Proportion normal-weight concrete according to ACI 211.1 and ACI 301.
- B. Sidewalks, Aprons, Exterior Slabs: Proportion normal-weight concrete mix as follows:
  - 1. Compressive Strength (28 Days): 4000 psi. (Air-entrained and fiber reinforced)
  - 2. Maximum Slump: 3 inches.
  - 3. Maximum Water-Cementitious Materials Ratio = 0.40
  - 4. Milled galvanized WWF 6x6W2.9W2.9
  - 5. Fibermesh/fiber reinforcement shall be added.
- C. Air Content: Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content of 6% with a tolerance of plus 1 or minus 1.5 percent. Provide air entrainment for all concrete applications where concrete is exposed to the elements.
- D. Admixtures: Use admixtures according to manufacturer's written instructions.
  - 1. Use water-reducing admixture or mid-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability.
  - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
- E. Contraction joints shall be grooved joints.
- F. Install bond breaker prior to placement of joint sealant.
- G. The slump of the concrete from the truck shall be checked prior to the field installation of any admixtures. The required slump shall be in accordance with the specified measurements prior to the addition of the admixture

## 2.4 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94 and ASTM C 1116, and furnish batch ticket information to Owner's on-site representative.
1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.
  2. Concrete will be rejected if more than 1-1/2 hours has elapsed from the time water was first added to mix at the Concrete Batch Plant, or as noted above.
  3. Washwater may not be discharged on site except into an approved container that will be removed from the site.
  4. Concrete washwater discharge shall be done in strict compliance with all local, state, and national environmental laws.
  5. All concrete containing the mid-range water-reducing admixture (superplasticizer) shall have a maximum final slump of 6". The Superplasticizer shall be added to the concrete at the batch plant. Dosage and introduction will be the responsibility of the Concrete Producer. The Superplasticizer shall be capable of maintaining final slump of 6" in excess of 60 minutes of continuous mixing at 4 to 6 RPM in a truck mixer. After introduction of the high-range water-reducing admixture, concrete temperature shall be maintained within 3°F for 90 minutes when concrete temperatures are in excess of 90°F. No other ASTM C494 Type A, B, or D Admixtures may be used in conjunction with the high-range water-reducing admixture. If the location of the site in relation to the batching plant is beyond the time restraints of the Superplasticizer, the concrete shall arrive at the job site at a slump of 2" to 3", then the high-range water-reducing admixture added by a representative of the concrete producer using a calibrated dispenser to increase the slump to the approved level. The manufacturer shall be consulted for mix proportions and dosage rates. All other concrete shall have a maximum slump of 3" unless noted otherwise.

## 2.5 CONCRETE PRODUCTS

- A. Portland Cement: ASTM C 150, Type I
- B. Normal-Weight Aggregate: ASTM C 33, uniformly graded. Provide aggregates from a single source. Do not use fine or coarse aggregate that contain substances that cause spalling.
1. Aggregates: ASTM C 33, Combined aggregate gradation shall be 8%-22% retained on each sieve below the top sizes and above the No. 100. For fine aggregates, sand for concrete work shall be composed of clean, hard, durable, uncoated grains free from silt, loam and clay. Coarse aggregate shall be gravel or crushed stone composed of clean, uncoated grains of materials. Maximum size of aggregate shall be #57.
- C. Water: Clean, potable, free from injurious amounts of oils, acids, alkalis, salts, organic materials or other substances that are deleterious to concrete or reinforcement and complying with ASTM C 94.

## 2.6 ADMIXTURES

- A. General: Admixtures certified by manufacturer to contain not more than 0.15 percent for exterior concrete and 0.30 percent for other concrete, water-soluble chloride ions by mass of cementitious material and to be compatible with other admixtures and cementitious materials. All concrete to contain water reducing admixture or high range water reducing admixture. Do not use admixtures containing calcium chloride.
- B. Air-Entraining Admixture: ASTM C 260. Acceptable products include, or equal to:
  - 1. "Air Mix" by The Euclid Chemical Co., Cleveland, OH.
  - 2. "Daravair" by Grace Construction Products, Cambridge, MA.
  - 3. "Sika AER or AEA-15" by Sika, Lyndhurst, NJ.
  - 4. "Micro Air" by Master Builders, Cleveland, OH.
- C. Water-Reducing Admixture: ASTM C 494, Type A. Acceptable products include, or equal to:
  - 1. "Eucon WR-75" by The Euclid Chemical Co., Cleveland, OH.
  - 2. "WRDA w/Hycol" by Grace Construction Products, Cambridge, MA.
  - 3. "Pozzolith" by Master Builders, Cleveland, OH.
- D. High-Range, Water-Reducing Admixture (Superplasticizer): ASTM C 494, Type F. Acceptable products include, or equal to:
  - 1. "Eucon 37" by The Euclid Chemical Co., Cleveland, OH.
  - 2. "Daracem – 100" by Grace Construction Products, Cambridge, MA.
  - 3. "Rheo Build" by Master Builders, Cleveland, OH.
  - 4. "Sikament" by Sika, Lyndhurst, NJ.
- E. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E. Acceptable products include, or equal to:
  - 1. "Accelguard 80" by The Euclid Chemical Co., Cleveland, OH.
  - 2. "Daraset" by Grace Construction Products, Cambridge, MA.
  - 3. "Pozzolith" by Master Builders, Cleveland, OH.
  - 4. "Trimix-NCA" by Sonneborn, Shakopee, MN.
- F. Water-Reducing and Retarding Admixture: ASTM C 494, Type D. Acceptable products include, or equal to:
  - 1. "Eucon Retarder" by The Euclid Chemical Co., Cleveland, OH.
  - 2. "Daratard 17" Grace Construction Products, Cambridge, MA.
  - 3. "Polyheed" Master Builders, Cleveland, OH..

## 2.7 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq.yd. (305 g/sq. m) dry.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Clean, potable, free from injurious amounts of oils, acids, alkalis, salts, organic materials or other substances that are deleterious to concrete or reinforcement.
- D. Clear, Water-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A, equal to:
  - 1. "Super Diamond Clear VOX" by The Euclid Chemical Company or approved equal

## 2.8 RELATED MATERIALS

- A. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber. Or flexible, closed cell foam in accordance with ASTM D 5249, Type 1 and Type 3. Use ½” snap-cap expansion joint manufactured by W.R. Meadows.
- B. Bond breaker
- C. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- D. Non-shrink Grout: ASTM C 1107, Grade A, non-metallic, non-shrink, high strength grout, suitable for interior and exterior, above and below grade applications. Minimum compressive strength of 6,000 psi in 28 days. Acceptable products include, or equal to:
  - 1. “Dry Pack Grout” or “NS Grout” by The Euclid Chemical Co., Cleveland, OH.
  - 2. “Set Grout” by Master Builders, Cleveland, OH.
  - 3. “Sika Grout 212” by Sika, Lyndhurst, NJ.
- E. Non-corrosive Accessory Requirements: Where concrete is exposed in finished structure, provide non-corrosive accessories or accessories protected against corrosion when located within ½” of concrete surface.
- F. Non-shrink sealant : Sikaflex 2c

## EXECUTION

### 3.1 FORMWORK

- A. The Monmouth County Park System shall set the formwork for all flatwork. It shall be the Contractors responsibility to check the formwork and general preparation before placing of concrete to verify the following conditions are met.
- B. The Contractor is responsible for the installation and setting of forms for curbing.
- C. The contractor shall check all formwork to verify layouts and confirm pitches and slopes.
- D. If necessary the Contractor will give final cleaning to forms and adjacent surfaces to receive concrete. Remove chips, wood, Sawdust, dirt, and other debris before placing concrete.
- E. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- F. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

### 3.2 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
- B. Steel reinforcement exhibiting rust and mill scale, earth, ice, oil and other foreign materials immediately prior to placement of concrete will not be accepted. Contractor shall provide all seats, chairs, additional bars, etc., to prevent displacement of reinforcement during concrete placement.
- C. Reinforcement supports and spacing of the supports shall ensure sufficient strength and stability to maintain the reinforcement in place throughout placement and

concreting operations. Support chairs shall provide a minimum of 2" cover for the steel wire all around and shall be spaced per manufacturer's instructions but not greater than 2' apart.

- D. Tie Wire: 16 GA annealed steel wire.
- E. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- F. Install welded wire fabric in longest practicable lengths on steel reinforcement supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least 1'-0" in each direction. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire. Extend wire fabric sheets to within 2" from edge of pour. The clearance shall be 3" for the side where the surface meets the ground/soil.
- G. Scheduling – Place reinforcement sufficiently in advance of placing concrete to permit inspection, and correction, if required. No concrete shall be placed until all steel reinforcement to be covered has been inspected in place and approved by the Owner.

### 3.3 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Contraction Joints in Slabs-on-Grade (Exterior Sidewalks and Aprons): Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness, as follows:
  - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate grooved tool marks on concrete surfaces.
  - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into hardened concrete when cutting action will not tear, abrade, cause displacement of the coarse aggregate or otherwise damage surface and before concrete develops random contraction cracks. All sawed joints shall be cut within twelve hours, as per ACI 301. (1/4 depth of concrete)
- C. Isolation Joints in Slabs-on-Grade (Sidewalks, Aprons, etc.): Install full-depth joint-filler strips where slab abuts structures, concrete curbs, wall etc. and other locations as indicated.
  - 1. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch below finished concrete surface where joint sealant is indicated.
  - 2. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.
- D. Fill all joints with sealant.

### 3.4 CONCRETE PLACEMENT

- A. Verification of Conditions (By Installer): Concrete shall be placed on compacted base. Examine conditions under which structural concrete is to be placed and notify Park System in writing of any conditions detrimental to proper and timely concrete placement. Do not proceed with placement until unsatisfactory conditions have been corrected in manner acceptable to Owner.
- B. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.

- C. Do not add water to concrete during delivery, at Project site, or during placement. Do not add water to concrete after adding high-range water-reducing admixtures to the mix. Any which has started to set shall not be re-tempered but must be discarded.
- D. Concrete must be deposited near its final position to avoid segregation of the coarse aggregate from the mix due to re-handling or flowing. Concrete shall not be allowed to free fall more than 4'-0" to avoid segregation.
- E. Do not use concrete that has stood for over 30 minutes after leaving the mixer or concrete that has contained its water content for more than 1 ½ hours in work. The Monmouth County Park System will reject such concrete.
- F. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
  - 1. When air temperature is below 50 deg F, concrete shall have a temperature between 60 deg F to 90 deg F when placed in forms and shall be maintained at not less than 50 deg F during the curing period for seven days. No concrete shall be poured when air temperature has fallen to or is expected to fall below 40 deg F.
  - 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
  - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.
- G. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows, when hot-weather conditions exist:
  - 1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. The Contractor shall protect the concrete when temperatures rise above 90 deg F by maintaining a damp surface for seven days.
  - 2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
  - 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.
  - 4. When ambient temperature conditions are above 85 deg F or when otherwise requested by the Owner, a retarder shall be used.
- H. General: Concrete shall not be placed until forms, reinforcing, piping, pipe sleeves, conduits, inserts, anchors, and all embedments have been inspected and approved. Water and foreign matter shall be removed from forms and excavations.
- I. Prior to the placing of concrete at grade level, the subgrade shall be inspected and approved. During concrete work, there must not be free water standing on the base or subgrade nor should there be any muddy or soft spots when the concrete is placed.
- J. Do not place concrete when there is rain, sleet or snow, or on wet ground.

### 3.5 FINISHING FLOORS AND SLABS

- A. General: Comply with recommendations in ACI 302.1R for screening, re-straightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

- B. Tool or chamfer exterior corners and edges of permanently exposed concrete.  
Provide ½” bevel on all re-entrant corners of formed concrete surfaces exposed to public view.
- C. Broom Finish: Apply a broom finish to exterior concrete walkways and ramps and elsewhere as indicated.
  - (1) Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Owner before application. All edges shall be rounded.
- D. Specialty Finishes: When the Park System requires specialty finishes such as saw cut squares, stamping, etc... any additional labor charges shall be billed in accordance with the New Jersey Department of Labor and Workforce Development Prevailing Wage title for Heavy and General Laborers

### 3.6 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with recommendations in ACI 305R for hot-weather protection during curing.
- B. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces, by the following methods:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
  - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
  - 3. Curing and Sealing Compound: Cure concrete surfaces to receive floor coverings with a curing compound that the manufacturer recommends for use with floor coverings. Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer’s written instructions. Recoat area subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.
- C. Protect concrete surfaces from damage from construction equipment, materials, and methods, from application of curing procedure, from rain or running water and vandalism.
  - 1. Keep foot traffic off for 1 day.
  - 2. Keep light, rubber-tired lifts off for 7 days, unless tests from concrete cylinders cured adjacent to the slab show at least 3000-psi compressive strength.
  - 3. Leave plastic or waterproof-paper curing sheets in place as long as possible.
  - 4. Protect the surface with sheets of plywood or hardboard where heavy traffic is expected.

- D. It shall be the Park System's responsibility to install warnings and erect barricades if necessary upon the completion of installation and finishing of the concrete
- E. Provide manufacturer's certification indicating compliance of curing/sealing compound with specification required, including test data from independent laboratory indicating moisture loss.

### 3.7 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.
- C. Install semirigid epoxy joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

### 3.8 QUALITY ASSURANCE

- A. Any concrete work damaged prior to acceptance shall be replaced or repaired by the Contractor.
- B. Causes for rejection shall include but not be limited to the following:
  - (1) Staining or discoloration of concrete
  - (2) Sidewalks out of alignment
  - (3) Expansion joints not conforming to the Specifications
  - (4) Sidewalks or patios out of grade
  - (5) Flat work specified to be level shall be level within 1/4" level in 10' in all directions.
  - (6) Cracks, chips or other damage occurring during the maintenance period
  - (7) Settlement of concrete
  - (8) Birdbaths, ponding or improper drainage.
  - (9) Vandalism during initial setup of the concrete

## B. - UNIT MASONRY

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals:
  - 1. Samples for unit masonry, brick and or stone as per job
  - 2. Material Certificates: For each type of product indicated. Include statements of material properties indicating compliance with requirements.
- B. Comply with ACI 530.1/ASCE 6/TMS 602.

- 1.2 Sample Panels: Construct a sample wall panel approximately 48 inches long by 48 inches high to demonstrate aesthetic effects and set quality standards for materials and execution. Sample will be used to demonstrate acceptable quality of work. If Owner approves it may remain in place and be incorporated into the overall work.

## PART 2 - PRODUCTS

### 2.1 MASONRY UNITS

A. Concrete Masonry Units: **ASTM C 90**; Weight Classification, **Normal Weight**

1. Integral Water Repellent: Addiment, Incorporated; Block Plus W-10 Grace Construction Products, a unit of W. R. Grace & Co. - Conn.; Dry-Block or Master Builders, Inc.; Rheopel.
2. Special shapes for lintels, corners, jambs, sash, control joints, and other special conditions.
3. Square-edged units for outside corners, unless otherwise indicated.

B. Decorative Concrete Masonry Units: ASTM C 90 Weight Classification, Normal Weight.

1. Finish: Exposed faces with ground, split-face, or split-ribbed finish as per job.
2. Integral Water Repellent: Addiment, Incorporated; Block Plus W-10 Grace Construction Products, a unit of W. R. Grace & Co. - Conn.; Dry-Block or Master Builders, Inc.; Rheopel.
3. Special shapes for lintels, corners, jambs, sash, control joints, and other special conditions.

C. Concrete Lintels: Precast units matching concrete masonry units and with reinforcing bars indicated or required to support loads indicated.

D. Face Brick: ASTM C 216, Grade SW

1. Standard Brick size: 3-5/8 inches wide by 2-1/4 inches high by 8 inches long(assuming 3/8" mortar joints between bricks
2. Solid brick with exposed surfaces finished for ends of sills and caps.
3. Special shapes for applications where shapes produced by sawing would result in sawed surfaces being exposed to view.

2.2 Building (Common) Brick: ASTM C 62 Grade SW; NW may be used in interior locations.

A. Firebox Brick: ASTM C 1261, size required to produce lining thickness indicated.

B. Clay Flue Lining Units: ASTM C 315.

### 2.3 MORTAR AND GROUT

A. Mortar: ASTM C 270 proportion specification.

1. Do not use calcium chloride in mortar.
2. For masonry below grade or in contact with earth, use Type S.
3. For reinforced masonry, use Type S.

4. For exterior, above-grade, load-bearing and non-load-bearing walls and parapet walls; for interior load-bearing walls; for interior non-load-bearing partitions, and for other applications where another type is not indicated, use Type N.
5. Colored Mortar: Use colored cement or cement-lime mix of color selected.
6. Water-Repellent Additive: For mortar used with concrete masonry units made with integral water repellent, use product recommended by manufacturer of units.

B. Grout: **ASTM C 476** with a slump of 8 to 11 inches.

C. Refractory Mortar: Ground fireclay mortar or other refractory mortar that passes ASTM C 199 test and is acceptable to authorities having jurisdiction.

## 2.4 REINFORCEMENT, TIES, AND ANCHORS

A. Steel Reinforcing Bars: **ASTM A 615/A 615M**, Grade 60

B. Joint Reinforcement: **ASTM A 951**

1. Coating: Mill galvanized at interior walls and hot-dip galvanized at exterior walls.
2. Wire Diameter for Side & Cross Rods: [W1.7 or 0.148 inch].
3. For single-wythe masonry, provide either ladder design or truss design.
4. For multiwythe masonry, provide ladder design with three side rods.

C. Veneer Anchors: Hot-dip galvanized steel two-piece adjustable masonry veneer anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall, for attachment over sheathing to studs, and acceptable to authorities having jurisdiction.

## 2.5 EMBEDDED FLASHING MATERIALS

A. Sheet Metal Flashing: Copper, 10-oz./sq. ft. weight or 0.0135 inch thick for fully concealed flashing, 16-oz./sq. ft. weight or 0.0216 inch thick elsewhere.

B. Laminated Flashing: Copper sheet 3 oz./sq. ft. bonded with asphalt between 2 layers of glass-fiber cloth.

C. Rubberized Asphalt Sheet Flashing: Pliable and highly adhesive rubberized asphalt compound, 26 mils bonded to a polyethylene film, 4 mils thick, to produce an overall thickness of 30 mils

## 2.6 MISCELLANEOUS MASONRY ACCESSORIES

A. Compressible Filler: Premolded strips complying with **ASTM D 1056**, Grade 2A1.

B. Preformed Control-Joint Gaskets: Designed to fit standard sash block and to maintain lateral stability in masonry wall; made from styrene-butadiene rubber or PVC.

C. Weep Holes: Round polyethylene tubing, 3/8-inch OD.

D. Loose-Granular Perlite Insulation: **ASTM C 549**, Type II or IV.

E. Molded-Polystyrene Insulation Units: **ASTM C 578**, Type I; specially shaped units designed for installing in cores of masonry units.

- F. Extruded-Polystyrene Board Insulation: ASTM C 578, Type IV or X.
- G. Polyisocyanurate Board Insulation: ASTM C 1289, Type I, Class 2; aluminum-foil faced.
- H. Proprietary Acidic Masonry Cleaner: Product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units.

- C. The Contractor shall be responsible for removing any forms in a manner leaving the concrete undamaged. The form material shall be left neatly on site and the Contractor shall see that any material generated by him in fulfilling this contract shall be removed from the site.

**WORKERS:**

**HEAVY AND GENERAL LABORER** – hourly wage rate shall only be utilized for flat work and curbing only for work not covered by the CY unit price as indicated in payment

**MASON AND LABORER** – hourly wage rate shall only be utilized for work on buildings, Chimney's, and free standing block/brick structures

**PAYMENT:**

**FLATWORK** -Payment shall be based on the number of cubic yards of concrete to be furnished installed. Unit price per CY shall govern payment. There will be two unit prices one for up to 6 CY and one for greater than 6 CY. Unit prices shall include providing material, checking formwork, making adjustments as necessary; placing of concrete; finishing of concrete, curing, jointing, caulking etc Contractor shall submit load tickets and time sheets for payment.

**COLORED CONCRETE** -If colored concrete is required by the Park System, the contractor shall be responsible for making all arrangements with their concrete supplier to provide specified colors. The additional charge(s) for additional materials required for the colored concrete shall be billed as a material fee and will include all fees associated with utilizing this type of material. Unlike other materials provided under the contract, **no percent markup will be allowable for colored concrete.** At the time of request for payment, the contractor **MUST** submit a copy of his suppliers invoice for the additional costs associated with colored concrete being billed. Installation etc. will be as per the price bid per CY of concrete.

**EXPOSED AGGREGATE** - If exposed aggregate concrete is required by the Park System, the contractor shall be responsible for making all arrangements with their concrete supplier to provide specified colors and aggregates. The additional charge(s) for exposed aggregate concrete shall be billed as a material fee and will include all fees associated with utilizing this type of material. No percent markup for materials will be allowable for supplying exposed aggregate materials. At the

time of request for payment, the contractor MUST submit a copy of his suppliers invoice for the additional costs associated with exposed aggregate concrete being billed. Labor for applying retardant and finishing of concrete but not for curing will be at labor rates.

**CURBING WORK** Payment shall be at the unit price per LF for the standard or depressed curb as defined in these specifications. Work shall include setting forms; providing pouring and placement of concrete, stripping of forms, etc. There will be one unit price for work up to and including 270 LF and for work greater than 270 LF.

**MASONRY WORK** - In the case where a mason and laborer are required, the contract will be at a fixed hourly rate for each. The Park System can only be billed for a mason and laborer for tasks which fall within the New Jersey Department of Labor and Workforce Development prevailing wage job descriptions. Contractor shall include overhead and profit in the hourly rate submitted. Materials necessary for masonry work shall be billed as outlined in section D labeled Additional Materials of these specifications.

**ADDITIONAL MATERIALS** - As part of this contract, the contractor shall supply material when necessary to complete the requested work (i.e. block, brick, durawall, mason sand, Portland cement, mason lime, reinforcement, etc.) at a percentage markup over his suppliers invoice. At the time of request for payment the vendor MUST submit a copy of his suppliers invoice for materials being billed. Materials under this contract can only be supplied and approved for payment as they pertain to work being performed by the contractor. Bidders will be asked to indicate a percentage markup on the proposal page.

In the case of masonry work the Contractor will be required to give an estimate for each job which will be the basis for billing. All estimates should be based on accepted standards for work performance in the trade.

The county reserves the right to reject any estimate that it deems to be excessive.

**ESTIMATED AMOUNT**

**OF CONTRACT:** \$ 55,000.00

**BID LOCATION:** This contract shall cover all park and golf course areas owned and acquired during the period of this contract.

**PERIOD OF CONTRACT:**

The original contract period shall be for a one (1) year period beginning May 2014 through April 30, 2015. The contract shall not bind, nor purport to bind, the County for any contractual commitment in excess of the original contract period. The County shall have the right, at its sole option, to extend the contract for one additional one-year period). In the event the County exercises such right, all terms, conditions, and provisions of the contract shall remain the same and apply during the renewal period.

This is an open-end contract. The goods and/or services are on-call if and when needed. The quantities and dollar amounts bid are estimates and the Board of Recreation Commissioners reserve the right to increase quantities using unit prices or total dollar amount by up to 20% or decrease quantities or total dollar amount by up to 100%.

Should the contractor dispose of his business during the contract period, it shall be understood and agreed that all obligations will be assigned to the new owner at the same unit costs as per the original bid.

**CONTACT PERSON:**

Stephen Matthews, Sr. Chief Inspector - Construction and Repair Department.  
(732) 842-4000 ext. 4320

\*All masonry contract work shall be scheduled by Stephen Matthews or his approved designee.

**RESPONSE TIME:**

The Contractor shall be expected to respond to any given request to perform work within two (2) weeks. The only two exceptions to this time limit would be where public safety or building integrity are of concern, at which time a faster response would be expected.

**METHOD OF AWARD:**

The contract will be awarded based upon the lump sum total of the adjusted rates for items #1-8. Each line item found on the attached proposal page is estimated based on the Monmouth County Park System's past usage. Estimates and adjusted rates are for determination of award only. Bidders must bid on all line items to be considered.

**INSURANCE LANGUAGE FOR CONSTRUCTION CONTRACTS**

**INSURANCE:** The Contractor shall maintain the following insurance coverage, and provide the Park System a Certificate (ACORD®) of same, naming the Monmouth County Park System as the Certificate holder.

A. **Worker's Compensation and Employer's Liability**—covering all of the contractor's employees engaged in the performance of the contract in accordance with the requirements of the laws of the State of New Jersey, including voluntary compensation/all States endorsement.

B. **General Liability:** Bodily injury and property damage, including coverage for: premises / operations; products / completed operations; broad form property damage; independent contractors; blanket contractual and, if applicable, explosion, collapse and underground (XCU). Limits of not less than \$1,000,000 for both bodily injury and property damage are required. A combined single limit of \$1,000,000 is acceptable. The Contractor shall maintain completed operations insurance for at least two years after final payment.

C. **Comprehensive Automobile Liability:** Bodily injury and property damage with limits of not less than \$1,000,000 per person or occurrence. A combined single limit of \$1,000,000 is acceptable. Coverage must include hired and non-owned vehicles. A MCS-90 certificate shall be filed with the State if hazardous materials or waste will be transported during the performance of the work.

D. **Builder's Risk Completed Value Form "All Risk":** The owner shall obtain and maintain Coverage for the entire Work at the site to the full insurable value thereof.

E. **Subcontractors:** The Contractor's subcontracts shall impose and require its subcontractors to purchase and maintain insurance coverages identical to those set forth above.

F. **County Additional Insured:** The County of Monmouth must be named as additional insured on all policies except the Worker's Compensation policy.

**PUBLIC WORKS CONTRACTOR  
REGISTRATION ACT:**

The Public Works Contractor Registration Act (P.L.1999, c.238 as amended by P.L. 2003, c.91) states no contractor shall bid on any contract for public work as defined in section 2 of P.L. 1963, c.150) (C.34:11-56.26), unless the contractor is registered pursuant to this act. No contractor shall list a designated subcontractor in a bid proposal for the contract unless the designated subcontractor is registered pursuant to P.L. 1999, c. 238 (C.34:11-56.48 et. seq.) at the time the bid is made. No subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to act.

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**MANDATORY BUSINESS REGISTRATION CERTIFICATE  
CONSTRUCTION**

*N.J.S.A. 52:32-44* imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (*N.J.S.A. 54:32B-1 et seq.*) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at:

<http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>

**PREVAILING WAGE:**

The Contractor and all Subcontractors will be required to comply with the requirements of Chapter 150 of New Jersey Laws of 1963, known as the "New Jersey Prevailing Wage Act."

Bidders, by submitting their Bids, pursuant to N.J.S.A. 34:11-56.38 (regarding the State of New Jersey list of debarred contractors and subcontractors), attest that neither they, their company, nor any of their proposed Subcontractors are prohibited from being awarded their Contracts for the Work for failure to pay Prevailing Wages.

Regulations of the New Jersey Department of Labor (N.J.A.C. 12:60-1) require the Contractor and its subcontractors to submit certified payroll records to the Owner within ten days of the payment of wages. A copy of the certified payroll form for submission of payroll records may be obtained by contacting the New Jersey Department of Labor, Division of Workplace Standards.

**PHONE: 609-292-2283.**

**BIDDER'S CHECKLIST**

**BID #: 0035-14**

(Owner's checkmarks)  
↓

Items submitted with bid  
(Bidder's **INITIALS**)  
↓

**A. FAILURE TO SUBMIT ANY OF THESE ITEMS WITH THE BID IS  
MANDATORY CAUSE FOR REJECTION**

- X   Proposal (Original) \_\_\_\_\_
- X   Statement of Ownership \_\_\_\_\_
- X   Non-Collusion Affidavit \_\_\_\_\_

**B. ITEMS PREFERRED WITH THE BID, BUT MANDATORY PRIOR  
TO AWARD OF CONTRACT**

- X   Copy of the N.J. Business Registration Certificate for the bidder and  
any designated subcontractors \_\_\_\_\_
- X   EEO/Affirmative Action Compliance Notice \_\_\_\_\_
- X   References / List of previous and/or active relevant work \_\_\_\_\_
- \_\_\_\_\_ Resume(s) \_\_\_\_\_
- X   Disclosure of Energy Sector Investment Activities in Iran \_\_\_\_\_
- X   Copy of Public Works Contractor Registration Act Certificate for the  
bidder and the designated subcontractors, effective on the date of bid,  
prior to award of contract \_\_\_\_\_

**THE UNDERSIGNED BIDDER HERewith SUBMITS THE ABOVE REQUIRED DOCUMENTS:**

PRINT NAME OF BIDDER: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

PRINT NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND  
RETURNED WITH ALL DOCUMENTS**

Submitted By: \_\_\_\_\_  
 (Company Name)

PROPOSAL

**FOR THE FURNISHING OF VARIOUS TYPES OF MASONRY WORK TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, LINCROFT, NEW JERSEY.**

The undersigned hereby declares that he/she has carefully examined the advertisement, specifications, and form of contract for furnishing the specified work and that they will complete the said contract in all respects according to the specifications, terms, and conditions with respect to the following:

**A. FLAT WORK**

<u>TYPES OF SERVICE</u>	<u>PER CUBIC YARD PRICE</u>	<u>ANTICIPATED CONTRACT USAGE</u>	<u>ADJUSTED RATES (FOR METHOD OF AWARD ONLY)</u>
1) Up to 6 cubic yards	_____	x 10 CY	_____
2) Greater than 6 cubic yards	_____	x 60 CY	_____

<u>TYPE(S) OF SERVICE</u>	<u>FIXED HOURLY RATE</u>		
3) Heavy & General Laborer Rate	_____	x 40 hr.	_____

**B. MASONRY WORK**

<u>TYPE(S) OF SERVICE</u>	<u>FIXED HOURLY RATE</u>		
4) Mason Rate	_____	x 80 hr	_____
5) Laborer Rate	_____	x 40 hr.	_____

**C. CURBING WORK**

<u>TYPES OF SERVICE</u>	<u>LINEAR FOOT PRICE</u>		
6) Price per linear foot 1' – 270'	_____	x 100 LF	_____
7) Price per linear foot greater than 270	_____	x 300 LF	_____

**D. ADDITIONAL MATERIALS**

	<u>PERCENT MARKUP</u>		
8) Percentage Markup for materials	_____	x \$15,000	_____

**Lump Sum Total of Adjusted Rates (1-8)** \_\_\_\_\_

VARIANCE (IF ANY): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please Note: N.J. Tax Exemption No. #69-0220842

The undersigned is a partnership under the laws of the State of \_\_\_\_\_  
a corporation  
an individual

having principle offices at \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

SIGNATURE \_\_\_\_\_

FEDERAL ID NO.# OR SOCIAL SECURITY NO.# \_\_\_\_\_

ADDRESS \_\_\_\_\_

BUSINESS PHONE \_\_\_\_\_ FAX \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_ WEB ADDRESS \_\_\_\_\_

DATED \_\_\_\_\_

## C A U T I O N

### REGARDING STATEMENT OF OWNERSHIP

The enclosed Statement of Ownership form must be properly completed. If it is not properly completed, your bid must be rejected, as required by N.J.S.A.40A:11-23.2. **Mistakes cannot be cured after bids are received.**

For example, if your firm, bidder "A", is entirely owned by corporation "B", you must disclose the names and addresses of the owners of 10% or more of corporation "B". Furthermore, if corporation "C" owns 10% or more of corporation "B", you must disclose the names and addresses of the owners of 10% or more of corporation "C", and so on, until the names and addresses of all persons, i.e., human beings, in this "10%" chain of ownership have been disclosed.

The same procedure applies if any 10% or more owner is a partnership, limited liability company, estate or any other type of legal entity, as opposed to a corporation.

# STATEMENT OF OWNERSHIP

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

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership                       Corporation                       Sole Proprietorship  
 Limited Partnership               Limited Liability Corporation       Limited Liability Partnership  
 Subchapter S Corporation

Stockholders:

Name:	Name:
Home Address:	Home Address:
_____	
Name:	Name:
Home Address:	Home Address:
_____	
Name:	Name:
Home Address:	Home Address:

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

\_\_\_\_\_  
(Print Name & Title)

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

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

ss:

I, \_\_\_\_\_ of the City of \_\_\_\_\_

in the County of \_\_\_\_\_ and the State of \_\_\_\_\_

of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_ the bidder making the Proposal for the above-named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the County of Monmouth relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained

By \_\_\_\_\_  
(Name of Contractor)

(N.J.S.A. 52:34-15)

Subscribed and sworn to \_\_\_\_\_

(Also type or print name of affiant under signature)

before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_

Notary Public of My commission expires \_\_\_\_\_, 20\_\_\_\_

OFFICIAL SEAL OR STAMP REQUIRED.

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31, et seq. N.J.S.A. (P.L. 1975, C. 127) N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- c. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.**, as amended and supplemented from time to time and the Americans with Disabilities Act.
- e. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**.

- f. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- h. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
- Letter of Federal Affirmative Action Plan Approval
  - Certificate of Employee Information Report
  - Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))
- j. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Commission, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Commission and the Division. This approval letter is valid for one year from the date of issuance.

**Do you have a federally-approved or sanctioned EEO/AA program?    Yes     No**   
**If yes, please submit a photostatic copy of such approval.**

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Commission as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

**Do you have a State Certificate of Employee Information Report Approval?    Yes     No**   
**If yes, please submit a photostatic copy of such approval.**

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a \$150.00 Fee and forward a copy of the Form to the Commission. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

**COMPANY:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

County of Monmouth, State of New Jersey  
Division of Purchasing  
**DISCLOSURE OF ENERGY SECTOR INVESTMENT ACTIVITIES IN IRAN**  
New Jersey Public Law 2012, Chapter 25

Solicitation Number: \_\_\_\_\_ Bidder / Respondent: \_\_\_\_\_

Project Description: \_\_\_\_\_

**PART 1 – CERTIFICATION – CHECK THE APPROPRIATE BOX:**

A.  I certify that neither the Bidder / Respondent nor any of the Bidder's / Respondent's parents, subsidiaries, or affiliates, as defined in C.52:32-56(e), is on the "Chapter 25 List" created and maintained by the New Jersey Department of the Treasury, as a person or entity engaging in the energy sector investment activities in Iran described in C.52:32-56(f). The Chapter 25 List may be found at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

OR

B.  The Bidder / Respondent and/or one or more of its parents, subsidiaries or affiliates is a person or entity on the Chapter 25 List referred to above. A detailed and precise description of the relevant activities of the listed Bidder / Respondent and/or listed parents, subsidiaries or affiliates is provided in Part 2 below.

**PART 2 – ADDITIONAL INFORMATION – COMPLETE PART 2 ONLY IF B. IN PART 1 IS CHECKED:**

The following is an accurate and precise description of the energy sector investment activities in Iran of the Bidder / Respondent and/or listed parents, subsidiaries or affiliates, on the Chapter 25 List (attach additional pages as necessary to make full disclosure):

Name of Person(s) or Entity(ies) on the Chapter 25 List: \_\_\_\_\_

Relationship to Bidder / Respondent: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder / Respondent Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

Check here if additional pages are attached and state number of attached pages: \_\_\_\_\_ (Number of pages attached.)

**CERTIFICATION FOR PART 1 AND, IF APPLICABLE, PART 2:** I, being of full age, hereby certify that the foregoing information and any attachments hereto are to the best of my knowledge true and complete. I certify that I am authorized to execute this certification on behalf of the Respondent. I acknowledge that the County of Monmouth will rely on the information contained herein and thereby acknowledge that I and the Bidder / Respondent are under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers or information contained herein.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me is willfully false, I am subject to punishment and the Bidder / Respondent is subject to the penalties stated in C. 52:32-59 and C. 40A:11-2.1.

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

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