

**UNION COUNTY VOCATIONAL-TECHNICAL SCHOOLS**

West Hall Addition Project  
Raritan Road, Scotch Plains, NJ

**SPECIAL CONDITIONS**

**Definitions:**

- a) OWNER: Union County Vocational-Technical Schools  
UCVTS
- b) CITY or TOWN: Scotch Plains, New Jersey
- c) ARCHITECT: **Netta Architects**  
1084 Route 22 West  
Mountainside, New Jersey 07092
- d) CONSTRUCTION MANAGER: **Pinnacle Consulting & Construction  
Services Inc.**  
One Gateway Center  
Suite 2600  
Newark, New Jersey 07102
- e) BUSINESS ADMINISTRATOR: Sue Anne Marcello.
- f) INSPECTOR: An authorized representative of the Business Administrator assigned to make all necessary inspections of the work performed by the Contractor.
- g) PRONOUNS: The masculine pronoun shall include the feminine and neuter and the singular shall include the plural.
- h) PERSON: Any individual, partnership, society, association, joint company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or otherwise, and any combination of individuals.
- i) OR EQUAL: Whenever in the Contract Documents and Plans, any particular brand make of materials, devise, or piece of equipment is shown or specified, such brand make of material or device or piece of equipment shall be regarded merely as a standard and the expression "or equal" shall apply to the same extent as if it is being written therein in full. If two or more brands, make of materials, devices, or pieces of equipment are shown as specified, each is to be regarded as the equal of the other. Any other brand, make of material, device or piece of equipment which, in the opinion of the Architect, is the recognized equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, will be accepted.
- j) BIDDER: Any person who submits a Proposal upon the project described in the Invitation for Bids.

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- k) **CONTRACTOR:** The person whose proposal shall be accepted by the Owner and who shall thereafter enter into a formal Contract with the Owner to furnish the materials and do the work as bid upon.
- l) **SUBCONTRACTOR:** A person supplying material, labor, equipment and appurtenances for work at the site of the project. Such person has contractual relations with the Contractor, but not with the Owner.
- m) **PRINCIPAL:** When used in the Bid Bond, the word Principal means the same as the word Bidder. When used in the Performance Bond, the word Principal means the same as the word Contractor.
- n) **SURETY:** The corporation or individual, bound by the Performance Bond, with and for the Contractor and who is primarily liable and engages to be responsible for the Contractor's acceptable performance of the Work for which the Contract has been made, and for his payment of all debts pertaining thereto.
- o) **CONTRACT DOCUMENTS** The Contract Documents, sometimes referred to as the plans and specifications, shall mean and include the following, as Listed in the Table of Contents:
1. Legal Documents
  2. General Conditions
  3. Special Conditions
  4. Specifications (Project Manual)
  5. Addenda
  6. Plans or Drawings
  7. Clarifications to Plans or Specifications
- p) **WORK:** All the work to be performed by the Contractor in the fulfillment of the contract, including all necessary materials, labor, equipment and transportation, as described in the Contract Documents for the contemplated improvement.
- q) **SCOPE OF WORK:** The specified work, improvement or job, to which these Contract Documents apply, as described in the Contract.
- r) **PLANS:** The prints of the drawings which show the location, character, dimensions and details of the Work to be done and which are to be considered part of the Contract Documents, the same as though attached thereto.
- s) **NOTICE OF ACCEPTANCE:** The official letter from the Owner to the successful Bidder, notifying him that he has been awarded the Contract.
- t) **SUBSTANTIAL COMPLETION:** Date when a certificate of occupancy or temporary certificate of occupancy is issued, allowing the building to be occupied by the owner.

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- u) AFFIDAVIT: The instrument which is to be signed by the Contractor and submitted to the Owner, upon completion of the job, showing that all bills have been paid.
- v) DATE OF FINAL ACCEPTANCE: The date the Owner accepts the completed Work and authorizes final payment therefore.

### INTENT OF CONTRACT

The contract includes, but is not necessarily limited to, General Construction work, Masonry Work, Concrete Work, Plumbing work, HVAC work, Electrical work and Sprinkler work. All labor and equipment shall be provided as necessary to satisfactorily complete all work within the project as specified within the contract documents. All new systems shall be made fully operational in a first class workmanship manner and guaranteed for one year from the date of the Certificate of Occupancy. The contractors shall be responsible for investigating existing conditions on the site and shall be responsible for doing whatever is required to keep the site fully operational without any adverse impact on the existing departments remaining on site.

This is a lump sum contract for all work. Each **contractor** or **subcontractor** shall refer to **ALL** drawings to completely familiarize him/herself with the work.

### TEMPORARY FIELD OFFICE

The contractor shall set up a field office on site.

### PROJECT COORDINATION

Throughout the project, the contractors shall coordinate all activities with the CM as well as the UCVTS staff and with department heads affected by the work taking place, in an effort to cause the least amount of disturbance to the daily operations of those departments.

### SITE AND BUILDING LIMITATIONS AND JOB CONDITIONS

The contractor shall be aware that the site will be occupied and in use during the entire construction period and the building in operation at all times and to maintain security during construction. These construction operations shall not impact in any way on the UCVTS operations and their ability for quick response to emergencies.

The contractor shall schedule Phasing and deliveries of materials from 7:00am-8:00am with the owner so as not to cause undue hardship to the owner or operation of the facility and cause any unsafe conditions on the site. He shall also coordinate with the owner for removal of demolition and construction debris, and a staging area for storage of materials.

**The contractor shall cause the least amount of disruption to the UCVTS operations, the UCVTS educational facility operations and least amount of disruption to the UCVTS personnel and visitors to the site and existing facilities on the site.**

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The contractor shall be aware that the existing UCVTS will be occupied during construction. Phasing of the project must be coordinated with the CM as well as the Architect, and Owner. Proper security shall be coordinated with CM. Ref. Section 01100 Work Summary for schedule / phasing requirements.

THE CONTRACTOR SHALL BE AWARE THAT THE OWNER SHALL HAVE ON SITE A SEPARATE CONTRACTOR FOR THE INSTALLATION OF IT/DATA AUDIO/VISUAL EQUIPMENT.

THE CONTRACTOR SHALL COORDINATE HIS WORK AND THAT OF HIS SUBCONTRACTORS WITH THE SEPARATE CONTRACTOR AND PROVIDE ACCESS TO WORK AREAS NECESSARY FOR THE INSTALLATION OF THEIR WORK.

### **CONSTRUCTION SIGNS**

The contractor shall install signs restricting access of the general public to the area of construction. As a minimum, they should state “CONSTRUCTION AREA – NO ADMITTANCE”. Restricted areas, however, shall not block public exit ways. Provide temporary signs as required where work is being phased.

### **BUY AMERICAN ACT-CONSTRUCTION MATERIALS (APRIL 1984) DOMESTIC MATERIALS**

The Buy American Act (41 U.S.C.) provides that the County give preference to domestic construction materials.

“Components”, as used in this clause, means those articles, materials and supplies incorporated directly into construction materials.

“Construction Materials” as used in the clause means articles, materials and supplies brought to the construction site for incorporation into the building or work.

“Domestic construction material”, as used in this clause, means (1) a construction material not manufactured, but mined or produced in the United States, or (2) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50% of the same class or kind as the construction materials determined to be unavailable pursuant to subparagraph 25.202 (a)(3) of the Federal Acquisition Regulation (FAR) shall be treated as domestic.

The Contractor agrees that only domestic construction material will be used by the contractor, subcontractor, material person, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in this contract.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954, as amended, and Subpart 25.2 of the FAR).

All Materials furnished for this project shall be mined, produced and fabricated in the United States, Ref. NJSA 52:33-1 to 52:33-4.

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Bidders are notified that they must comply with NJSA 52:32-1 to 52:33-4 and NJSA 18A: 18A-20, the statutes on the use of domestic materials on public work.

### **PUBLIC STREETS AND TRAFFIC**

Contractor shall coordinate the use of cranes or other hoisting equipment with owner and local authorities so as to minimize disruptions on site and adjoining streets. If use or blocking of streets is necessary, the contractor shall obtain and pay for any required permits or approvals.

No portion of any roadway or alley may be used for the storage of any materials or equipment without the approval of the Authorities having jurisdiction over same.

Sidewalks, gutters, drains, fire hydrants and private drives shall in-so-far as practicable, be kept in condition for their intended uses. While the work is actually going on at a location, as much as half the street width at such may be barricaded to exclude traffic entirely, if approved by local authorities, but street traffic shall not be obstructed needlessly.

Should the CM deem it expedient for the best interest of the Owner or for the safety of the public, he may concentrate the work at specific places or he may suspend the Work entirely for a period not to exceed seven (7) days, providing that, if necessary, the further suspension of the work due to inclement weather will not be a detriment to the entire work operation. Upon any suspension of work, all unused materials shall be placed so as not to impede traffic and all rubbish shall be removed. Whenever a street is partially closed, the Contractor shall erect plainly worded signs announcing such fact, together with proper barricades at the nearest cross street upon each side of such obstruction and upon intersecting streets. The Contractor shall also receive approval from the appropriate departments of Scotch Plains.

The General Contractor shall provide all of the materials, tools, equipment and labor for cleaning the public streets, public sidewalks, roadways, alleys, driveways, etc. which are affected and/or disturbed by this work.

### **GUARANTEES AND WARRANTS:**

All guarantees and warrants shall start at the time a Certificate of Occupancy is issued, not at the time of start up of equipment. This applies to **ALL** equipment, systems and services of the building.

### **PRECEDENCE OF LARGE SCALE DETAILS AND DOCUMENTS**

1. The general character of the detail work is shown on the drawings, but minor modifications may be made in large-scale details. Where the word "similar" occurs on the drawings, it shall be used in its general sense and not as meaning identical. All details shall be worked out in relation to their location and their connection to other parts of the work. On any drawings where a portion of the work is drawn out and the remainder is indicated in outline, the parts indicated in outline shall also apply to other like portions of the work. Where details are indicated by starting only, such details shall be continued throughout the courses or parts where it occurs and shall also apply to all other similar parts in the work unless otherwise noted. In case of differences between small and

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large-scale drawings, the larger scale drawings shall take precedence. Any discrepancies shall be referred to the Architect/Engineer before any work affected thereby has been performed.

2. Work specified but not shown on the drawings, or shown on the drawings but not specified, shall be considered as if indicated in both. In the event of conflict between various parts of the contract documents, the document shall take precedence in the following order. For extent, sizes, quantity of work, and design intent, drawings shall govern over specifications. For quality of materials and workmanship, specifications shall govern over drawings. If there are conflicts between drawings, the Architect shall render a decision, which shall be final. The Contractor shall not increase the Contract price due to any interpretations made by the Architect.
3. **EACH BIDDER SHALL ALSO THOROUGHLY EXAMINE AND BECOME FAMILIAR WITH ALL CONTRACT DOCUMENTS.**

**The Contractor shall review all drawings for the project and not limit his bid to only work that is shown on drawings referenced for a Prime Contractor. The drawings are done so for ease of reference only and not intended to limit the work of the Contractor. If work is shown to be done on one drawing which usually requires work of another Contractor or trade and is standard in the industry as such, than the Contractor whose trade it is shall include the work in his bid. It is assumed to be reasonable since the Contractor whose trade must do the work has reviewed and familiarized himself with the entire set of drawings and specifications, and therefore knew that it had to be furnished or hooked up and installed. Also if equipment is shown on one drawing but not shown as being hooked up on other drawings, the Contractor whose trade usually does the hook up shall do so at no additional charge since he reviewed and familiarized himself with the entire set of drawings and therefore knew the equipment was there and it had to be hooked up. If steel work is shown on the architectural, but not on the structural, it still shall be provided since the steel subcontractor reviewed the entire set of drawings. By submitting a proposal, the Bidder covenants that he has carefully examined the complete set of Contract Documents, Addenda, if any, and the Site; and that from his investigation he has satisfied himself as to the nature and location of the work, the phasing required for the work, the general and local conditions and all matters which may in any way affect the work or its performance and that as a result of such examination, he fully understands the intent and purpose thereof, his obligation there under, and that he will not make any claim for, or have any right to damages, because of the lack of any information.**

### CONSTRUCTION START AND DURATION

The Contractor shall begin construction within **10 days** after notice to proceed by the Owner and shall complete the work in/or before **460 Calendar Days**, reference section 01100 Working Summary for schedule and phasing duration requirements. Failure of the Contractor to begin construction activities within 10 days for any reason not approved by the Owner shall constitute a Contractor default for which the owner may take whatever action that is deemed appropriate under the contract. The Contractor shall include within his bid all costs associated with the coordination required between the various subcontractors to meet these dates.

END OF SPECIAL CONDITIONS SECTION