



BOROUGH OF FANWOOD
75 North Martine Ave, Fanwood, NJ 07023
apanagopoulos@fanwoodnj.org 732-241-3076

ADDENDUM NO.2

OWNER: Borough of Fanwood
PROJECT: South Avenue Parking Lot Improvements Project
ENGINEER: Antonios Panagopoulos, PE
Fanwood Engineer
DATE: May 22, 2024
REVISED BID OPENING: Bid Opening June 4, 2024, 10:00am prevailing time

I. INSTRUCTIONS

- A. The following additions, deletions, revisions, clarifications and/or amendments to the original specifications and drawings are hereby made a part thereof, and a part of the contract documents. All provisions of said documents shall remain in force and effect, except as herein clarified.
- B. This addendum to the specifications and drawings is issued prior to the receipt of bids. All work covered in this addendum shall be included in the bid proposal; and the addendum will be considered part of the Contract Documents. Bidder must acknowledge receipt of this addendum on this form and e-mail the copy to Antonios Panagopoulos, PE, Borough Engineer, apanagopoulos@fanwoodnj.org, or submit with your bid proposal package.

Very truly yours,

Antonios Panagopoulos, P.E.
BOROUGH ENGINEER

RECEIPT ACKNOWLEDGED:

CONTRACTOR

CONTRACTOR' NAME

DATE
May 22, 2024

ADDENDUM TO BID DOCUMENTS

THE FOLLOWING IS MODIFIED:

1. The new bid date for this project is **June 4, 2024 at 10:00 am**. Bids will be opened in the Borough Council's Chambers at 75 North Martine Avenue, Fanwood, NJ.
2. ADD ALTERNATE OR DEDUCT – 1, Item A-1 is removed from this bid. Milling, Paving and striping work shall be performed over the weekend. There will be no extra payment made for the cost of work over performed over the weekend. These costs shall be paid as part of the cost of various bid items.
3. All references to milling, paving and striping during normal working hours are removed from the project.

END OF ADDENDUM NO. 2



BOROUGH OF FANWOOD
75 North Martine Ave, Fanwood, NJ 07023
apanagopoulos@fanwoodnj.org 732-241-3076

ADDENDUM NO.1

OWNER: Borough of Fanwood
PROJECT: South Avenue Parking Lot Improvements Project
ENGINEER: Antonios Panagopoulos, PE
Fanwood Borough Engineer
DATE: May 13, 2024
BID OPENING: Bid Opening May 23, 2024, prevailing time

I. INSTRUCTIONS

- A. The following additions, deletions, revisions, clarifications and/or amendments to the original specifications and drawings are hereby made a part thereof, and a part of the contract documents. All provisions of said documents shall remain in force and effect, except as herein clarified.
- B. This addendum to the specifications and drawings is issued prior to the receipt of bids. All work covered in this addendum shall be included in the bid proposal; and the addendum will be considered part of the Contract Documents. Bidder must acknowledge receipt of this addendum on this form and e-mail the copy to Antonios Panagopoulos, PE, Borough Engineer, apanagopoulos@fanwoodnj.org, or submit with your bid proposal package.

Very truly yours,



Antonios Panagopoulos, P.E.
BOROUGH ENGINEER

RECEIPT ACKNOWLEDGED:

CONTRACTOR

CONTRACTOR' NAME

DATE

ADDENDUM TO BID DOCUMENTS

THE FOLLOWING IS MODIFIED:

1. The Unit Price Bid for Item 7. Fuel Price Adjustment shall be \$1, for a line total of \$250.00.
2. The Unit Price Bid for Item 8. Asphalt Price Adjustment shall be \$1, for a line total of \$250.00.

END OF ADDENDUM NO. 1

BID SPECIFICATIONS

For

SOUTH AVENUE TRAIN STATION PARKING LOT IMPROVEMENTS

For the

**BOROUGH OF FANWOOD
COUNTY OF UNION**

Prepared for

COLLEEN MAHR, MAYOR

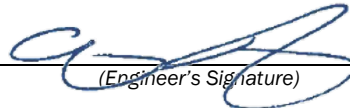
COUNCIL MEMBERS

*Jeffrey Banks, Council President
Erin McElroy-Barker
Gina Berry*

*Anthony Carter
Katherine Mitchell
Patricia Walsh*

MAY 2024

Prepared By


(Engineer's Signature)

Antonios Panagopoulos, PE, Borough Engineer
NJ State Professional Engineering License No. 46982



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NOTICE TO BIDDERS

A NOTICE IS HEREBY GIVEN that sealed Bid Packets will be received by the Borough Deputy Clerk for the Borough of Fanwood, County of Union, State of New Jersey on Thursday, May 23, 2024 at 10:00 am prevailing time at Fanwood Borough Hall, 75 North Martine Avenue, Fanwood, New Jersey at which time and place the Bid Packets will be publicly unsealed and its contents announced in public for SOUTH AVENUE TRAIN STATION PARKING LOT IMPROVEMENTS PROJECT.

The scope of Work contemplated for the abovenamed Project includes the installation of a parking lot light, curb and inlet repairs, milling and paving and striping of a parking lot as well as all other Work of any type or description necessary for contemplation of the Project, whether or not specifically described in these Contract Documents. All Work on this Contract shall be completed within 30 Calendar Days from Notice to Proceed.

Contract Documents and Plans for the proposed Work, which have been prepared by Antonios Panagopoulos, Fanwood's Borough Engineer, are available at the office of said Engineer at 230 North Avenue, Fanwood, New Jersey and may be inspected by prospective Bidders during business hours of 8:00 am – 3:30 pm, Monday-Thursday or 8:00 am-12:00 noon on Friday.

Bidders will be furnished with a copy of the Contract Documents available in the following formats:

1. Digital PDF format for no charge. Visit Fanwood's bidding page at <https://fanwoodnj.org/government/bidsrprfq/>, Follow the link to the South Avenue Train Station Parking Lot Improvements Project and fill out the requested information. You will then be directed to the download site.
2. Hard copy of project specifications to be issued upon proper notice and payment of a non-refundable charge of One Hundred Dollars (\$ 100) **payable to** "The Borough of Fanwood" to defray the cost thereof & pick up at 75 North Martine Avenue, Fanwood, NJ. Should a hard copy be needed, please request a copy prior to picking up so that it may be printed.

The provided Bid Packet must be completed in the manner designated in the Contract Documents, must be enclosed in a sealed envelope bearing the name and address of the Bidder and the name of the Project on the outside and must be addressed to COURTNEY AGNELLO, DEPUTY BOROUGH CLERK. Also, Bid Packets must be accompanied by a Statement of Consent of Surety from a surety company holding a Certificate of Authorization to do business in the State of New Jersey and either a Bid Bond or a Certified Check drawn to the order of "BOROUGH OF FANWOOD" for not less than ten percent (10%) of the total bid price amount, except that the check shall not exceed \$20,000.00. The successful Bidder is hereby notified that a Performance and Payment Bonds for the full amount of this Project is required.

The award of the Contract for this Project will not be made until the necessary funds have been provided by the BOROUGH OF FANWOOD in a lawful manner. By virtue of Executive Order #34 (1976), vendors currently suspended, debarred or disqualified are excluded from participating on this Project.

The successful Bidder shall be required to comply with the applicable statutory requirements of the Contract Documents and Plans which include all of the following: (i) **N.J.A.C. 17:27**; (ii) **N.J.S.A. 10:5-31 et seq.**; (iii) **Business Registrations** (N.J.S.A. 52:32-44); (iv) **Prevailing Wage Act** (N.J.S.A. 34:11-56.25, et seq.); (v) **Public Work Contractor Registration** (N.J.S.A. 34:11-56.48); and (vi) **Affirmative Action Requirements** (N.J.S.A. 10:5-1, et seq.); and any other legal requirements applicable to this Project.

BOROUGH OF FANWOOD intends to award this Project to the lowest responsible and responsive Bidder in accordance with applicable law. The BOROUGH OF FANWOOD reserves the right to reject any and all Bid Packets to the extent permitted by law. An award will be made, or Bid Packets will be rejected within sixty (60) Calendar Days after the opening of the Bid Packets, during which time the Bid Packets shall be irrevocable and unavailable to withdraw by Bidders, unless otherwise extended in the Contract Documents.

By Order of the BOROUGH OF FANWOOD

MARIA MELEGH, PURCHASING AGENT

Publication Date: MAY 2024

THE INTRODUCTION

The headings of the sections herein and in other parts of these Contract Documents are for convenience of reference only and shall have no bearing on their interpretation.

ARTICLE 1: DEFINITIONS

Whenever in these Contract Documents the following defined terms in place of them are used, their intent and meaning shall be as follows:

- 1.1.1 Addenda:** Written amendments or changes to the Contract Documents acknowledged by the parties during the pre-Bid process.
- 1.1.2 Bidder:** Any individual, firm or corporation submitting a Bid Packet for the Work contemplated, acting directly or through a duly authorized representative.
- 1.1.3 Bid Packet:** The forms which shall be reviewed, completed and submitted by the Bidder.
- 1.1.4 Bid Proposal:** The form on which the Bidder will submit its bid prices for the Work contemplated.
- 1.1.5 Bid Proposal Quantity:** The quantity indicated in the Bid Proposal less the quantities designated in the project plans as “if and where directed.”
- 1.1.6 Business Day:** Any day of the year exclusive of Saturdays, Sundays, and Legal Holidays.
- 1.1.7 Calendar Day:** Any day of the year including weekdays, Saturdays, Sundays, and Legal Holidays.
- 1.1.8 Change Order:** A written order recommended by the Engineer, which is signed by the Contractor and the Owner authorizing an addition, deletion, or revision of the Work, or an adjustment of the contract sum or contract term.
- 1.1.9 Clarification:** Written interpretation issued by the Engineer.
- 1.1.10 Clerk:** The Clerk of the governing body, if the Owner is a County or Municipality.
- 1.1.11 Contract:** The fully executed Agreement covering the performance of the Work and the furnishing of materials in the construction of the Work.
- 1.1.12 Contract Documents:** The Notice to Bidders, the public advertisement, the Introduction, the Bid Packet Procedures, the Bid Packet Forms, the Contract Procedures, the Contract Forms, the Work Procedures, the Approved Submittals, Special Provisions, Specifications, Plans, Standard and Supplementary Specifications, Change Orders, Addenda and Clarifications.
- 1.1.13 Contractor:** The successful Bidder that executes the Contract with the Owner.
- 1.1.14 Differing Site Conditions:** Physical conditions at the Site that are subsurface or otherwise concealed and which differ materially from those indicated in the Contract Documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provide for in the Contract.
- 1.1.15 Engineer:** The professional engineering representative of the Owner, duly authorized to represent the Owner in the execution of the Work covered by the term “Engineer” refer to an engineering company or an individual engineer and their authorized representatives.
- 1.1.16 Final Completion:** The date as certified by the Engineer when (i) the Contractor has completed the construction of the Project and all punch list items in a neat and workmanlike manner; (ii) the Contractor has fulfilled and satisfied all obligations to the Owner and the Project in accordance with the Contract Documents;

(iii) the Owner has accepted all Work performed by the Contractor; and (iv) final payment to the Contractor is due.

- 1.1.17 Inspector:** An authorized representative of the Engineer assigned, under the supervision of the Engineer, to the inspection of the Work.
- 1.1.18 Material Change:** A character change which increases or decreases the Contractor's cost of performing the Work, increases or decreases the amount of time by which the Contractor completes the Work in relation to the contractually required completion date, or both.
- 1.1.19 Owner:** A public body or authority, association, partnership, corporation or individual for whom the Work is to be performed.
- 1.1.20 Plans:** All drawings, signed and sealed drawings, details, blueprints, sketches or reproductions of such, pertaining to the construction of the Project.
- 1.1.21 Project:** The entire Work to be performed as set forth in the Contract Documents in a manner satisfactory to the Owner.
- 1.1.22 Site / Site of Work:** The Project's location or area at which the Work will be performed by the Contractor.
- 1.1.23 Specifications:** The directions, provisions and requirements contained herein, together with all written agreements pertaining to the method and manner of performing the Work, or to the quantity or quality of materials to be furnished under the Contract.
- 1.1.24 Subcontractor:** An individual, firm, or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of any part of the Work.
- 1.1.25 Submittals:** All drawings, shop drawings, charts, cut sheets, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material, or some portion of the Work.
- 1.1.26 Substantial Completion:** As further defined in **SUBSECTION 6.2**, the date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there is no such certification, the date when final payment is due in accordance with the Contract.
- 1.1.27 Work:** Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.
- 1.1.28 Working Day:** A calendar day exclusive of Saturdays, Sundays, and Legal Holidays, on which, in the sole opinion of the Engineer, weather and working conditions permit the Contractor to make effective use of not less than one-half of its normal current daily man-hours.

ARTICLE 2: CONTRACT DOCUMENTS

SECTION 2.1: INTENT

- 2.1.1 COMPLETE PROJECT.** The intention of the Contract Documents is to describe the complete Project to be constructed in accordance with all the requirements therein notwithstanding that each and every item required may not be shown on the drawings or mentioned in the Specifications. The Contract Documents comprise the entire agreement between the Owner and the successful Bidder and may be amended as described herein.
- 2.1.2 COMPLEMENTARY.** The Contract Documents are complementary, and what is required by any one of such documents shall be as binding as if mentioned by all.

2.1.3 USE IN PREPARATION OF BID PACKETS. Bidders shall use the complete sets of Contract Documents in preparing Bid Packet. Neither the Owner nor the Engineer assumes responsibility for any errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

SECTION 2.2: SEQUENCE OF PRECEDENCE

In case of conflict between the various parts of the Contract Documents, they shall be interpreted (a) to require the higher, in terms of quality of materials and workmanship, of the possible interpretations; and (b) in accordance with this sequence of precedence with the highest listed first:

- 1) Change Orders
- 2) Clarifications
- 3) The Contract
- 4) Addenda
- 5) Approved Submittals
- 6) Details
- 7) Plans
- 8) Special Provisions
- 9) Supplementary Specifications
- 10) Standard Specifications (*Technical Only*)

In case of discrepancies between calculated and scaled dimensions on the Plans, the calculated dimensions shall govern.

SECTION 2.3: OWNERSHIP

All Contract Documents and copies thereof are furnished by the Engineer for use only on the Project described herein and, with the exception of those sets which have been signed in connection with the execution of the Contract, shall at all times remain the property of the Engineer. The Contract Documents shall not be used in connection with any other project. Except for use as intended in connection with the Project, the Engineer shall own an exclusive copyright.

SECTION 2.4: CHALLENGES MADE BY BIDDERS

Bidders are expected to examine the Specifications and related Contract Documents with care and observe all their requirements. Ambiguities, errors or omissions noted by the Bidders should be promptly reported in writing to the Engineer. Any prospective Bidder who wishes to challenge the Specifications shall file such challenges in writing with the Owner and/or Engineer no less than three (3) business days prior to the opening of the Bid Packets. Challenges filed after that time shall be considered void and having no impact on the Owner or Engineer of the award of this Contract pursuant to N.J.S.A. 40A:11-13. In the event the Bidder fails to notify the Owner of such ambiguities, errors or omissions, the Bidder shall be bound by the requirements of the Specifications and the Bidder's submitted Bid Packet.

SECTION 2.5: PRE-BID INTERPRETATION AND ADDENDA

2.5.1 No oral interpretation and/or clarification of the meaning of the Contract Documents will be made to any Bidder. Any interpretation or clarification requested by a Bidder shall be in writing, addressed to the Engineer. In order to be given consideration, a written request must be received by the Engineer according to the procedures outlined in the Special Provisions.

2.5.2 All interpretations, clarifications and any supplemental instructions issued by the Engineer will be in the form of written Addenda to the Plans or Specifications, and will be distributed to all prospective Bidders. All Addenda so issued shall become part of the Specifications and Contract Documents, and shall be acknowledged by the Bidder in the Bid Packet.

2.5.3 When issuing Addenda, the Owner shall provide required notice prior to the official receipt of Bid Packets or who has received a Bid Packet pursuant to N.J.S.A. 40A:11-23(c).

THE BID PACKET PROCEDURES

ARTICLE 3: BID PACKET INSTRUCTIONS

SECTION 3.1: BID PACKET REQUIREMENTS

3.1.1 BIDDER INFORMATION. Each Bid Packet must provide the full business address, business phone and fax numbers, business email, and the contact person of the bidding entity. The Bid Packet must be signed by an authorized representative as follows:

- a) Bid Packets by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing;
- b) Bid Packet by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter; or
- c) Bid Packet by sole-proprietorship shall be signed by the sole proprietor.

When requested, satisfactory evidence of the authority of the signing partner or officer shall be furnished.

3.1.2 BID SUBMISSION CHECKLIST. Bidder is to initial next to each document provided with its Bid Packet on the Bid Submission Checklist. Items 1 through 14 on the Bid Submission Checklist are to be included in the Bid Packet.

SECTION 3.2: BID PROPOSAL

3.2.1 TAX EXEMPTION. The Owner is exempt from any Federal, State or local sales, use or excise tax.

3.2.2 PERMITS AND LICENSES. As identified in Special Provisions, the successful Bidder shall be responsible for obtaining and paying the necessary fees for any applicable permits or licenses from any government entity that has jurisdiction to require the fees. The Bidder shall be aware of the terms and any conditions of said permits. All Bid Proposals submitted shall include this cost.

3.2.3 ESTIMATED QUANTITIES. The Owner has attempted to identify the item(s) and the estimated quantities of each item to cover the Project's requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the Specifications pursuant to N.J.A.C. 5:30-11.2 and N.J.A.C. 5:30-11.10.

(A) MEASUREMENT OF QUANTITIES. All Work completed under the Contract shall be measured by the Engineer according to United States Standard Measures using the units scheduled in the Bid Proposal. Whenever requested by the Engineer, the Contractor shall provide the necessary capable assistance together with suitable facilities for weighing, measuring or otherwise determining the quantities of materials used in the Work. The Contractor shall also provide applicable documentation establishing the quantities or measurements of materials delivered or removed from the Site, for example, material tickets.

(B) ADJUSTMENT OF ESTIMATED QUANTITIES. The quantities shown are approximate only, and the Owner reserves the right to increase or decrease quantities at the unit bid price. Such change, however, will be only upon direction of the Engineer. The Owner reserves the right to omit any items in the Bid Proposal if deemed to the best interest of the Owner to do so.

3.2.4 "IF AND WHERE DIRECTED" ITEMS. The Bid Proposal may include items for which the Owner has established only "If and Where Directed" quantities. The items are presented for the purpose of obtaining

a representative unit price for additional or supplemental work. The presence of these items does not indicate the Owner's guarantee or intent to incorporate them in the Project. The successful Bidder will perform the Work using these items only at the specific direction of the Engineer.

3.2.5 MATERIALS TO BE BID IN PLACE. Unless otherwise specified, the bid price for each of the items in the Bid Proposal shall be for the material in place. Any and all costs necessary to order, deliver, construct, erect or place such material in the Work shall be estimated and included in the unit price bid of each item.

3.2.6 PRICES AND AMOUNTS. All prices and amounts must be written in ink. Bid Packets containing any conditions, omissions, unexplained erasures or alterations, items not called for in the Bid Packet, attachment of additive information not required by the Specifications, or irregularities of any kind, may require rejection by the Owner in accordance with applicable law. Any changes, whiteouts, or strikeouts in the Bid Packet must be initialed in ink by an individual authorized by the Bidder.

3.2.7 DISCREPANCIES IN BID PROPOSALS.

(A) If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

(B) In the event that there is a discrepancy between the unit price bid and the total bid amount, the unit price bid shall prevail. In the event there is an error of the summation of the total bid amount, the Engineer shall correct the error and the corrected computation shall govern.

SECTION 3.3: BID BOND

3.3.1 BID BOND. Bidder is required to submit with the Bid Packet a certified check, cashier's check or Bid Bond in the amount of ten percent (10%) of the total bid amount but not in excess of \$20,000 payable unconditionally to the Owner. When submitting a Bid Bond, it shall contain a Power of Attorney for the full amount of the Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Owner. Failure to submit a Bid Bond shall result in rejection of the Bid Packet.

3.3.2 RETURN OF BID BOND.

(A) Pursuant to N.J.S.A. 40A:11-24, the Bid Bonds, except that of the three apparent lowest responsible Bidders, shall be returned within ten (10) Calendar Days after the opening of the Bid Packets, Sundays and Holidays excluded, and the Bid Packets of such Bidders shall be considered withdrawn.

(B) Within three (3) Calendar Days, Sundays and Holidays excluded, after the awarding and signing of the Contract and the approval of the successful Bidder's performance bond, the Bid Bond of the remaining unsuccessful Bidders shall be returned to them.

(C) The Bid Bond of the Bidder to whom the Contract is awarded shall be retained until the Contract is executed and all required bonds and other security are submitted and approved.

(D) The check or bond of the successful Bidder shall be forfeited if the Bidder fails to enter into the Contract pursuant to N.J.S.A. 40A:11-24.

(E) If all Bid Packets are rejected, the Bid Bonds of all Bidders will be returned to the Bidders when the Contract Documents are returned to the Engineer in reasonable and complete condition within ninety (90) Calendar Days of notice of the Contract has not been awarded.

SECTION 3.4: CONSENT OF SURETY

3.4.1 Bidder shall submit with the Bid Packet a Consent of Surety for the full amount of the Bid Proposal from a surety company authorized to do business in the State of New Jersey and acceptable to the Owner stating that the surety company will provide said Bidder with Performance and Payment Bonds in the full amount of the Bid Proposal.

3.4.2 This Consent of Surety shall confirm that the Bidder to whom the Contract is awarded will furnish the Performance and Payment Bonds from an acceptable surety company on behalf of said Bidder (*and any or all Subcontractors or by each respective Subcontractor or any combination thereof*) which results in the Performance and Payment Bonds equal to the total amount of the Contract, pursuant to N.J.S.A. 40A:11-22. Failure to submit the Consent of Surety shall result in rejection of this Bid Packet.

SECTION 3.5: STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this Bid Packet and Contract.

3.5.1 MANDATORY AFFIRMATIVE ACTION CERTIFICATION. No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as *Appendix A* and *Appendix B* of the Contract.

(A) GOODS AND SERVICES (INCLUDING PROFESSIONAL SERVICES) CONTRACTS

The successful Bidder and each of its Subcontractors shall submit to the Owner, after notification of award but prior to execution of a goods and services contract, one of the following three (3) documents:

- a) A photocopy of a valid letter that the successful Bidder and/or Subcontractor is operating under an existing Federally approved or sanctioned affirmative action program (*good for one year from the date of the letter*); or
- b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- c) A photocopy of an Employee Information Report (*Form AA-302*) provided by the Division and distributed to the Owner to be completed by the successful Bidder and/or Subcontractor in accordance with N.J.A.C. 17:27-4.

(B) CONSTRUCTION CONTRACTS

- 1) After notification of award, but prior to signing the Contract, the successful Bidder shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program (*Division*) an initial project workforce report (*Form AA-201*) electronically provided to the public agency by the Division, through its website for distribution to and completion by the Contractor, in accordance with N.J.A.C. 17:27-7.
- 2) The Contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The Contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

3.5.2 AMERICANS WITH DISABILITIES ACT OF 1990. Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as *Appendix C* of the Contract and agree that the provisions of Title II of the Act are made a part of the Contract. The Contractor is obligated to comply with the Act and to hold the Owner and Engineer harmless.

3.5.3 NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT. The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the New Jersey Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished by the Contractor.

ARTICLE 4: BID PACKET SUBMISSIONS

SECTION 4.1: SUBMISSIONS

It is the Bidder's sole responsibility to deliver the Bid Packets to the Owner at the time and at the place designated in the Notice to Bidders and these Specifications. Bid Packets may be personally delivered, mailed or via overnight services, however, the Owner disclaims any responsibility for Bid Packets that are not personally delivered.

SECTION 4.2: RECEIPT OF SEALED BID PACKETS

- 4.2.1** Sealed Bid Packets will be received by the designated representative identified in the Notice to Bidders in accordance with the terms of said Notice.
- 4.2.2** The Bid Packets shall be submitted in a sealed envelope: (1) addressed to the Owner; (2) bearing the name and address of the Bidder written on the face of the envelope; and (3) clearly marked "Bid Packet" with the Project title and/or Bid Packet number of the Contract being bid.

SECTION 4.3: WITHDRAWAL OF BID PACKET DUE TO MISTAKE

- 4.3.1 BID PROPOSAL MISTAKE.** In accordance with N.J.S.A. 40A:11-23.3, a Bidder's request to withdraw its Bid Packet, due to a mistake on the part of the Bidder, must be made within five (5) Business Days after the opening of the Bid Packets. "Mistake" shall have the same meaning as provided in N.J.S.A. 40A:11-2 which is "a clerical error that is an unintentional and substantial computational error or unintentional omission of a substantial quantity of labor, material, or both, from the final Bid Proposal computation".
- 4.3.2 FORMAL WITHDRAWAL REQUEST.** To request the withdrawal of a Bid Packet, the Bidder shall submit a written request for withdrawal by certified or registered mail to the address to which the Bid Packet was submitted. The request will be effective upon mailing. The request shall include evidence, including pertinent documents, demonstrating that a mistake was made and was so great a consequence that:
- a) Enforcement of the Contract, if actually made, would be unconscionable;
 - b) The mistake relates to a material feature of the Bid Packet;
 - c) The mistake occurred notwithstanding the fact that the Bidder exercised reasonable care in preparation of the Bid Packet; and
 - d) The Bidder who made the mistake is able to get relief by way of withdrawing the Bid Packet without serious prejudice to the Owner, except for the loss of the bargain to the Owner.
- 4.3.3 WITHDRAWAL REQUEST REVIEW.** Pursuant to N.J.S.A. 40A:11-23.3(c), the Owner, or its authorized representative and/or legal counsel, shall review the request for the withdrawal of the Bid Packet. No later than the next meeting of the Owner following the receipt of the withdrawal request, the individual reviewing the withdrawal request shall make a recommendation to the Owner concerning the disposition. The Owner shall act upon the request to withdraw the Bid Packet no later than at its' next regular meeting.
- 4.3.4 APPROVED WITHDRAWAL.** Upon granting the Bidder's request to withdraw its Bid Packet, the Owner shall return the Bid Bond and any other form of security to the Bidder. Once the decision to approve the withdrawal is made, the Owner shall continue the award process with the remaining Bid Packets.
- 4.3.5 WITHDRAWN BID PACKETS.** Pursuant to N.J.S.A. 40A:11-23.3(f), if the Bidder withdraws a Bid Packet, said Bidder shall be disqualified from future bidding on the same project, including whenever all bids are rejected pursuant to N.J.S.A. 40A: 11-13.2.

SECTION 4.4: BID PACKET REJECTIONS

The Owner can reject all Bid Packets in accordance with N.J.S.A. 40A:11-13.2.

4.4.1 OWNER'S RIGHTS RESERVED.

- (A) The Owner expressly reserves the right to reject all Bid Packets in accordance with N.J.S.A. 40A:11-13.2, or to waive any minor informality or non-material exception in the Bid Packets in accordance with applicable law.
- (B) The Owner reserves the right to reject any Bid Packet from a Bidder who cannot produce documentation of the Bidder's qualifications sufficient to allow the Engineer and Owner to determine that the Bidder is qualified and responsible. If the Owner, after affording the Bidder an opportunity for a hearing, is not satisfied that the Bidder is responsible, the Owner may reject the Bid Packet.
- (C) The Owner reserves the right to delay the rejection of Bid Packets or the award of the Contract for a period not exceeding sixty (60) Calendar Days from the receipt of Bid Packets.
- (D) If, for any reason, the Owner is unable to make an award within sixty (60) Calendar Day period, it shall be lawful for the Owner and the Bidders and their surety companies to agree upon an extension for making the award.
- (E) In the event the Owner shall reject any or all Bid Packets for any reason whatsoever, the Bidders shall not be entitled to any compensation in connection with the preparation and submittal of the Bid Packets or for any profits that might be anticipated had the Contract been awarded to the Bidder.

4.4.2 CAUSES FOR DISQUALIFICATION OR REJECTION.

- (A) **INCOMPLETE BID PACKETS.** Failure to include Items 1 through 6, 7 (if Work includes construction, alteration, or repair of a public building), and 8 through 9 on the Bid Submission Checklist in the Bid Packet will require rejection of the Bid Packet. Failure to include Items 10 through 14 on the Bid Submission Checklist in the Bid Packet may mandate rejection of the Bid Packet in accordance with applicable law.
- (B) **INFORMAL BID PACKETS.** Any revisions or attachments of conditions, limitations or provisions to the Bid Packets made by the Bidders will render such Bid Packets informal and may cause its rejection by the Owner.
- (C) **UNRESPONSIVE BID PACKETS.** Any Bid Packet which does not conform in all material respects to the terms and conditions, specifications, legal requirements and other provisions of these documents shall be considered unresponsive Bid Packets by the Owner and shall be rejected as a result.
- (D) **WITHDRAWN BID PACKETS.** As stated in **4.3.5 WITHDRAWN BID PACKETS**, if the Bidder withdraws a Bid Packet, said Bidder shall be disqualified from future bidding on the same project, including whenever all bids are rejected pursuant to N.J.S.A. 40A:11-13.2.
- (E) **EVIDENCE OF COLLUSION.** Pursuant to N.J.S.A. 52:34-15, any collusion discovered amongst Bidders will result in rejection of the Bid Packets of the Bidders who are participants in such collusion. Those Bidders will not receive recognition as Bidders in future work of the Owner until reinstatement as a qualified Bidder.
- (F) **PRIOR NEGATIVE EXPERIENCE.** Pursuant to N.J.S.A. 40A:11-4, a Bidder which has otherwise been determined to be the lowest responsive and responsible Bidder may be disqualified if a majority of the governing body of the Owner finds history of prior negative experience with the Bidder.
- (G) **MULTIPLE BID PACKETS.** More than one (1) Bid Packet for the same work from an individual, firm, partnership, corporation or combination thereof, under the same or different names shall be cause for rejection of the Bid Packet. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof, is interested in more than one Bid Packet for the Work contemplated may cause the rejection of Bid Packet in which such individual, firm, partnership, corporation or combination thereof is interested.
- (H) **UNBALANCED BID PROPOSALS.** Any Bid Proposal which is obviously unbalanced will be rejected by the Owner.

- (I) **SUSPENDED OR DISBARRED BIDDERS.** Bidders must be able to complete the Contract in accordance with all requirements pertaining to experience, moral integrity, operating capacity, financial capacity credit, workforce, equipment and facilities available and any other requirements proscribed in the New Jersey Local Public Contracts Laws, N.J.S.A. 40A:11-1 et seq. Bid Packets will not be accepted from Bidders which are suspended or disbarred by any agency of the State of New Jersey.
- (J) **FAILURE TO ENTER INTO CONTRACT.** Pursuant to N.J.S.A. 40A:11-24(b), if the successful Bidder refuses or fails to enter into this Contract within twelve (12) Calendar Days. Sundays and Holidays excepted, from the Notice of Award, or within such time as otherwise agreed by Bidder and the Owner, the Owner may then reject the Bid Packet of said Bidder and accept the next lowest responsive Bid Packet from a responsible Bidder.

THE CONTRACT PROCEDURES

ARTICLE 5: AWARD OF CONTRACT

SECTION 5.1: BASIS OF AWARD

- 5.1.1** Pursuant to N.J.S.A. 40A:11-2(27), the Project shall be awarded to the lowest responsible Bidder which shall mean the Bidder (a) whose response to a request for Bid Proposals offers the lowest price and is responsive; and (b) who is responsible.
- (A) “Responsible” means able to complete the Contract in accordance with its requirements, including but not limited to requirements pertaining to experience, moral integrity, operating capacity, financial capacity, credit, and workforce, equipment, and facilities availability.
- (B) “Responsive” means conforming in all material respects to the terms and conditions, specifications, legal requirements, and other provisions of the request.
- (C) “Lowest price” means the least possible amount that meets all requirements of the request of a contracting agency.
- 5.1.2** If the award is to be made on the basis of a combination of the Bid Proposal with Bid Proposal Alternates, it shall be made to that responsible and qualified Bidder submitting the lowest net Bid Proposal.

SECTION 5.2: TIME FRAME OF AWARD

The Contract shall be awarded or all Bid Proposals therefore rejected within sixty (60) Calendar Days after the opening of Bid Packets, except that the Bid Proposals of any Bidders who consent thereto may be held for consideration for such longer period as may be agreed.

SECTION 5.3: NOTICE OF AWARD

- 5.3.1** The Notice of Award will be issued to the successful Bidder by the Engineer within five (5) Calendar Days, excluding Sundays and Holidays, of the date the Owner awards the Contract.
- 5.3.2** If the Owner’s action to award is conditional, the Notice of Award will be issued within five (5) Calendar Days, with the exception of Sundays and Holidays, of the date on which all conditions of the award are deemed satisfactory by the Owner and Engineer.
- 5.3.3** No award of Contract shall be binding upon the Owner unless and until the Contract has been fully executed and a Notice to Proceed has been issued.
- 5.3.4 CONTRACT EXECUTION:**

(A) **EXECUTION BY BIDDER.** The successful Bidder shall sign the necessary documents, shall provide the projected work schedule, required bonds and insurance certificates, and shall return all to the Owner within twelve (12) Calendar Days, excluding Sundays and Holidays, of the Notice of Award.

(B) **EXECUTION BY OWNER.** Upon receipt of the successful Bidder's properly executed documents as well as the required bonds and insurances, the Owner shall execute the Contract and thereafter provide a copy to the Bidder within twenty-one (21) Calendar Days, excluding Sundays and Holidays, of the Notice of Award.

(C) **TIME EXTENSION FOR EXECUTION.** The Owner and successful Bidder may agree to extend the time set forth in the Contract Documents to execute the Contract. The Owner may, in its sole discretion, waive its rights and agree to extend the time for the Bidder to deliver executed documents, bonds and insurance certificates. In such case, the Bidder agrees to waive any obligation of the Owner to execute the Contract within twenty-one (21) Calendar Days, excluding Sundays and Holidays, of the Notice of Award.

5.3.5 Failure to issue a Notice of Award within the time set forth herein and/or a Notice to Proceed within the time set forth in **ARTICLE 7: NOTICE TO PROCEED** will result in an equitable extension of time allowed for the completion of Work as the Bidder's sole remedy; provided this limitation on Bidder's remedy shall not apply if the delay is due to the Owner's negligence, bad faith, active interference, tortious conduct, or other reasons unanticipated by the parties.

ARTICLE 6: CONTRACT PROCEDURES

SECTION 6.1: CONTRACT

The successful Bidder shall execute a Contract in substantially the same for as the one Contract contained herein. Any exceptions must be submitted, in writing, by the Bidder to the Owner and Owner must formally accept.

SECTION 6.2: TIME ALLOWED AND SUBSTANTIAL COMPLETION

6.2.1 All Work stipulated in the Contract Documents shall be fully completed within the time set forth in the Notice to Bidders and Special Provisions, normally within a specified number of Calendar Days of the Notice to Proceed.

6.2.2 An allocation of time for minor delays due to weather, conflicts and unforeseen as well as an extension of time for completion shall not be provided for such situations unless approved by the Engineer and Owner.

6.2.3 If and when the Engineer determines that the Project is substantially complete, the Engineer will prepare a written determination of the date of substantial completion and establish, in the Engineer's sole judgment, a reasonable time for the Contractor to perform final cleanup and repair unacceptable Work (*as described in the punch list attached to the substantial completion letter*), which time may be prior to the time originally allowed for the completion of Work. If the Contractor fails to fully complete the Work within the time allowed for completion of the punch list, subject to any approved extension of time, or such earlier time for final cleanup and repair of unacceptable Work as may be determined by the Engineer pursuant to this **SECTION 6.2**, the Owner may seek the remedies provided by these Contract Documents and proscribed by law for the Contractor's failure to complete on time, including, without limitation, liquidated damages.

SECTION 6.3: MANDATORY CONTRACT SUBMITTALS

6.3.1 INSURANCE. The successful Bidder shall procure and maintain at its own expense, until the later of the final payment or the release of the Maintenance Bond required by **SUBSECTION 6.3.2 BONDS**, insurance for liability of damages of any kind imposed or assumed under this Contract. Certificates of Insurance shall be submitted by the successful Bidder with the properly executed Contract.

(A) GENERAL REQUIRMENTS.

- 1) Evidence of insurance satisfactory to the Owner is a condition precedent to initiating any work and must be submitted along with the Contract executed by Bidder.

- 2) Certificates of insurance will usually be satisfactory evidence of insurance; however, the Owner and/or Engineer may request, and the Bidder shall submit, such additional documentation as the Owner and / or Engineer may consider necessary including: copies of declaration pages, copies of endorsements or certified copies of the entire policies, including premium provisions. Insurance binders are not acceptable as evidence of insurance.
- 3) The evidence of insurance submitted must include, or be accompanied by, full information concerning exclusions and deductible clauses. The Owner may allow deductible clauses that the Owner does not consider excessive, overly broad or harmful to the Owner's interests. Standard exclusions, not inconsistent with the requirements of this subsection, will be permitted. Non-standard exclusions may be permitted at the discretion of the Owner. Regardless of the allowance of exclusions or deductibles, the successful Bidder shall be fully responsible for all risks assumed under this Contract. It is the responsibility of the Contractor, the Insurers and the Agents of the Contractor and/or of the Insurers to provide insurance as required by this subsection covering the risks assumed by the Contractor under this Contract including, but not limited to, the contractual indemnification and assumption of defense obligation set forth in **SUBSECTIONS 6.6.1 INDEMNIFICATION** and **6.6.2 LIABILITY**. The Owner and Engineer may and will rely upon the inferred representation of the Contractor, its Insurers and their Agents embodied in the evidence of insurance provided, that the coverage provided is in full accordance with the Contract Documents unless the Contractor, its Insurers or their Agents specifically advise the Owner and Engineer in writing of any exceptions or deviations. Any general statement to the effect that coverage is limited by the terms, conditions, declarations, endorsements and / or exclusions of the policies shall be of no force or effect.
- 4) The Owner and Engineer and their officers and employees will be named as Additional Insureds on the Commercial General Liability (CGL), Comprehensive Automobile Liability (Auto) and Excess Liability or Umbrella Coverage (Excess) policies. The evidence of insurance submitted shall indicate if this requirement is met by a Blanket Additional Insured policy endorsement or by a project specific additional insured endorsement. In the latter case, the evidence of insurance shall include a copy of the endorsement which must be in a form acceptable to the Owner.
- 5) The Engineer and Owner shall receive notice thirty (30) Calendar Days prior to the effective date of any changes which modify the coverage provided and prior to cancellation of any coverage for any reason except non-payment of premium. The Engineer and Owner shall receive notice ten (10) Calendar Days prior to the effective date of any cancellation for non-payment of premium. Any "Failure to Notice" clause in the policies, endorsements or insurance certificates which attempt to limit the liability of the insurers and/or agents shall be of no force or effect.
- 6) All policies shall be issued by insurance companies authorized to do business in New Jersey holding a rating of B+ or better (*without any negative implications*) from A.M. Best and Company.
- 7) In the event that the successful Bidder provides evidence of insurance, valid for a period of time less than the period during which the Contractor is required by the terms of the Contract to maintain insurance, the Contractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance so that the Owner and Engineer are continuously in possession of evidence of the Contractor's insurance according to this subsection.

(B) REQUIRED INSURANCE. Different minimum insurance limits are shown for projects identified as Insurance Levels A, B and C. The Insurance Level associated with this Project shall be identified in the Special Provisions or, if no specific Insurance Level is identified in the Special Provisions, shall be Level B.

1) COMMERCIAL GENERAL LIABILITY (CGL)

Project Insurance Level

	A	B	C
<i>Minimum Limits</i>			
Combined Single Limit (CSL)	\$500,000	\$1,000,000	\$1,000,000
Policy Aggregate (if any)	\$1,000,000	\$2,000,000	\$3,000,000
Project Aggregate (if any)	\$500,000	\$2,000,000	\$3,000,000
Total Coverage Limit (Primary PLUS Excess Coverage)	\$1,000,000	\$5,000,000	\$10,000,000

- a) The coverage to be provided under this policy shall be at least as broad as that provided by the standard basic, not amended, and unendorsed comprehensive general liability coverage forms currently in use in the State, which shall not be circumscribed by an endorsement limiting the breadth of coverage. Moreover, such policy shall be endorsed so as to delete any exclusions applying to property damage liability arising from explosions or arising from damage to underground utilities and collapse of foundations.
- b) The insurance policy shall be endorsed to include contractual liability coverage, premises/operations coverage, products/completed operations coverage, broad form property damage coverage, independent contractor's coverage, and personal injury coverage.
- c) The minimum total coverage limit required may be provided by a primary policy or by a combination of primary and excess or umbrella coverage.
- d) Excess coverage or umbrella coverage shall include the same terms and conditions as the primary underlying coverage (*following form*) in an amount such that the primary and umbrella coverage together equals or is greater than the minimum required. Said excess or umbrella policy shall contain a clause stating that it takes effect (*drops down*) in the event the primary coverage is impaired or exhausted.

2) COMPREHENSIVE AUTOMOBILE LIABILITY

Project Insurance Level

	A	B	C
<i>Minimum Limits</i>			
Combined Single Limit (CSL)	\$500,000	\$1,000,000	\$1,000,000
Total Coverage Limit (Primary PLUS Excess Coverage)	\$1,000,000	\$5,000,000	\$10,000,000

- a) The Policy shall cover owned, non-owned and hired vehicles.
- b) The minimum total coverage limit required may be provided by a primary policy or by a combination of primary and excess or umbrella coverage.

- c) Excess coverage or umbrella coverage shall include the same terms and conditions as the primary underlying coverage (*following form*) in an amount such that the primary and umbrella coverage together equals or is greater than the minimum required. Said excess or umbrella policy shall contain a clause stating that it takes effect (*drops down*) in the event the primary coverage is impaired or exhausted.

3) WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Minimum Limits

Coverage A	New Jersey Statutory		
<i>Project Insurance Level</i>			
	<u>A</u>	<u>B</u>	<u>C</u>
Coverage B			
Each Accident	\$100,000	\$500,000	\$1,000,000
Disease, Policy Limit	\$500,000	\$500,000	\$1,000,000
Disease, Each Employee	\$100,000	\$500,000	\$1,000,000

- a) Workers Compensation Insurance shall be provided according to the requirements of the laws and this State and shall include in all states endorsement to extend coverage to any State that may be interpreted to have legal jurisdiction.
- b) Unless the Contractor's Subcontractor's provide comparable coverage, the Contractor's insurance shall extend to the employees of the Subcontractor.

4) EXCESS LIABILITY COVERAGE

Excess liability coverage is not required. The minimum total coverage limit may be met by a primary policy. If the Contractor offers excess liability or umbrella coverage to meet a portion of the insurance requirements it may be accepted by the Owner if it includes essentially the same terms and conditions as the primary underlying coverage (*following form*) and contains a clause stating that it takes effect (*drops down*) in the event that the primary coverage is impaired or exhausted.

(C) OTHER FORMS OF INSURANCE.

- 1) **MARINE LIABILITY.** When the Contractor or a Subcontractor is engaged in marine operations, it shall be required to obtain US Longshoremen's and Harbor Worker's coverage, Jones Act coverage and Maritime coverage is applicable. The Contractor or Subcontractor shall also procure and maintain Marine Liability Insurance with protection and indemnity coverage with a minimum limit of liability of \$2,000,000 per occurrence.
- 2) **BUILDER'S RISK.** If the Contract provides for the construction, repair, alteration or renovation of a building, a Builder's Risk Policy may be required. Such requirements, if any, will be set forth in the Special Provisions. The policy shall be for 100% of the completed value of the structure, as estimated by the Engineer, and written in the name of the Owner and the Contractor, as their interests may appear.
- 3) **RAILROAD PROTECTIVE.** If the contract requires the Contractor to enter on any railroad right-of-way, the Contractor must submit certificates of insurance indicating that he has met the insurance requirements of that railroad and the requirements of 23 CFR 646, Subpart A. Such requirements will be determined by the Contractor if not set forth in the Special Provisions.

- 4) ***POLLUTION LIABILITY INSURANCE.*** The Contractor, or the Subcontractor engaged in work involving hazardous substances, as defined in N.J.S.A. 58:10b-1.3, or hazardous waste, as defined in N.J.S.A. 58:10b-1.3, shall procure and maintain pollution liability insurance, also known as “environmental impairment liability insurance.”

Pollution liability insurance shall be provided either by endorsement to a commercial general liability policy or as a separate policy. This policy shall cover pollution claims including those arising from the development and implementation of any specified contaminated material remedial action work plan and Health and Safety Plan. The minimum limit of liability shall be the same as the CGL policy if provided by endorsement or \$2,000,000 per occurrence and aggregate if provided by a separate policy, unless otherwise provided in the Special Provisions.

The policy is to be written for the benefit of the Owner, the Engineer and their officers, employees, and authorized representatives; they are to be named as additional insureds. The Contractor shall provide documentation from the insurance company indicating the coverage, limitation of coverage and terms of coverage.

(D) FAILURE TO PROVIDE REQUIRED INSURANCE.

In the event the Contractor fails or refuses to renew an insurance policy, or the policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this subsection, the Owner may refuse to make payment of any further monies due under this Contract or refuse to make payment of monies due or coming due under other contracts between the Contractor and the Owner. The Owner may use monies retained under this paragraph to renew the Contractor’s insurance for the periods and amounts referred to above. Alternately, the Owner may default the Contractor and direct the surety to complete the Project. During any period when the required insurance is not in effect, the Owner and/or Engineer may suspend performance of the Contract. If the Contract is so suspended, additional compensation or extension of time is not due on account thereof.

6.3.2 BONDS

(A) PERFORMANCE AND PAYMENT BONDS.

- 1) The successful Bidder is required to submit, along with the Contract executed by the Bidder, executed Performance and Payment Bonds in the amount of one hundred percent (100%) of the awarded Bid Proposal as security for the faithful performance of this Contract. The Surety Disclosure Statement and Certification required by N.J.S.A. 2A:44-143 shall be attached to the bonds. The Performance and Payment Bonds shall be in the form as per N.J.S.A. 2A:44-147, in the substantial format of the Contract attached hereto in **THE FORMS**, and will be signed by the successful Bidder and the surety company.
- 2) The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.
- 3) Failure to submit the Performance and Payment Bond with the executed Contract shall be cause for declaring the Contract null and void pursuant to N.J.S.A. 40A:11-22 and shall cause a default in the Bid Bond.

(B) RELEASE OF PERFORMANCE AND PAYMENT BONDS.

The Performance and Payment Bonds shall not be released until:

- a) Final acceptance of the whole Work of the Project; *and*
- b) Final payment for the whole Work has been made; *and*
- c) Any liens or claims have been satisfied; *and*
- d) The Maintenance Bond required has been previously provided and approved by the Owner; *and*
- e) The Owner’s right to assert a claim under the Performance and Payment Bonds shall expire when the Bonds are released as provided above. The rights of claimants under the payment guarantee

provided by the Payment and Performance Bonds shall continue until one (1) year after the Bonds are released. At that time, the Payment and Performance Bonds shall be released, provided all liens or claims have been satisfied and any Maintenance Bond required has been provided and approved by the Owner.

(C) MAINTENANCE BOND.

- 1) Before the Performance and Payment Bonds are released, the Contractor shall deliver to the Owner a Maintenance Bond having a penal sum equal to:
 - a) One hundred percent (100%) of the final adjusted contract amount, if such amount be \$50,000 or less;
 - b) Fifty percent (50%) of the final adjusted contract amount, if such amount be greater than \$50,000 but less than \$250,000; and,
 - c) Twenty-five percent (25%) of the final adjusted Contract amount, if such amount be \$250,000 or more.
- 2) The bond and surety shall be satisfactory to the Owner. The surety shall hold a Certificate of Authorization to do business in the State of New Jersey and shall conform to N.J.A.C. 11:1-41 et seq. The Surety Disclosure Statement and Certification required by N.J.S.A. 2A:44-143 shall be attached to the bond. Such maintenance bond shall remain in full force and effect for a period of two (2) years from the date of completion, acceptance and final payment for the Work by the Owner and shall provide that the Contractor and the surety guarantees to replace for the said period of two (2) years from the date of completion, acceptance and final payment for the Work, all Work performed and/or all materials furnished that was not performed or were not furnished in accordance to the terms and performance requirements of the Contract Documents, and will make good any defects thereof which become apparent before the expiration of two (2) years.

SECTION 6.4: PAYMENT TERMS

6.4.1 CONTRACT SUM. The Contract Sum is stated in the Contract and, including authorized modifications, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

6.4.2 PAYMENT PROCEDURES. Throughout the term of the Contract and until substantial completion of the Project, the payment procedures shall be as follows:

- a) According to the monthly schedule established by the Engineer, the Contractor shall submit the Progress Payment Application to the Engineer for review and approval; *and*
- b) Upon Engineer's approval, the Engineer shall submit a Progress Payment Certificate, along with a copy of the Contractor's Schedule of Values and Progress Payment Application, to the Owner for review and approval;
- c) If any part of the Work is not performed, then the value of that Work shall be deducted from payments made to the Contractor.

6.4.3 SCHEDULE OF VALUES. Where the specific pay item is based on a lump sum, the Contractor shall submit to the Engineer a schedule of values allocating the entire Contract Sum or progress payment to the various portions of the Work, which in the aggregate equals the total Contract Sum or lump sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of accuracy as the Engineer may direct as required by the Owner.

When approved by the Engineer and Owner, these schedules shall be used to determine the progress of the Work and as a basis of the progress payments.

6.4.4 PROGRESS PAYMENT APPLICATIONS.

(A) APPLICATION REQUIREMENTS. According to the monthly schedule established by the Engineer, the Contractor may be required to submit to the Engineer as part of a progress payment an itemized application for payment for portions of the Work which were completed during the previous month. Each Progress Payment Application shall be accompanied by the following, all in form and substance satisfactory to the Owner and Engineer:

- a) Information and documents required by the Contract Documents or reasonably requested by the Owner or Engineer; *and*
- b) Copies of requisitions and invoices from Subcontractors and material suppliers; *and*
- c) An updated schedule of the Work; *and*
- d) An updated Shop Drawing Log showing the status of all shop drawings; *and*
- e) A current contractor's lien waiver as well as a duly executed and sworn statement by an authorized representative of the Contractor showing all Subcontractors and suppliers with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor from such Progress Payment together with similar sworn statements from all Subcontractors and suppliers; *and*
- f) Duly executed waivers of liens from all Subcontractors and when appropriate, from suppliers and lower subcontractors establishing payment in any previous Progress Payment Applications.

(B) CONTRACTOR WARRANTY. The Contractor warrants and guarantees that title to all Work, materials and equipment detailed in its Progress Payment Application and covered by a Progress Payment Certificate, whether incorporated in the Project or not, will pass to the Owner upon receipt of such Progress Payment by the Contractor free and clear of all liens and claims, surety interests, or encumbrances (*except for retainage which may be withheld from suppliers and Subcontractors to guarantee completion and performance*).

6.4.5 PROGRESS PAYMENT CERTIFICATES. The Engineer will, within five (5) Calendar Days after receipt of each Progress Payment Application, either issue a Progress Payment Certificate to the Owner, with a copy to the Contractor, for such amount as the Engineer determines is properly due, or notify the Owner and Contractor in writing of the Engineer's reasons for rejecting the Contractor's Progress Payment Application and withholding the Progress Payment Certification in whole or in part.

If a Progress Payment Application is rejected by the Engineer, the Contractor may make the corrections or revisions requested by the Engineer and resubmit the application. At the Engineer's discretion, items in dispute may be deleted from a Progress Payment Application and Engineer may forward the amended progress payment certificate to the Owner for final approval.

6.4.6 PROGRESS PAYMENTS.

(A) FINAL DETERMINATION BY OWNER.

- 1) After the Engineer has issued a Progress Payment Certificate, the Owner will review all provided documentation and make a clear and final determination as to whether or not the Contractor is entitled to the corresponding Progress Payment. If the Owner disputes any portion of the provided documentation pertaining to a Progress Payment, the Owner will issue timely written notice including specific reasons for rejection to the Contractor and Engineer within the time allowed by N.J.S.A. 2A:30A-1 et seq., normally twenty (20) Calendar Days of the actual periodic Progress Payment billing estimate date if the governing body of the Owner is not required to approve all bills prior to payment or by the public meeting of the governing body of the Owner next following twenty (20) Calendar Days of the actual periodic Progress Payment billing estimate date if the governing body is required to approve all bills prior to payment.
- 2) Payment for eighty percent (80%) of the invoiced amount for stored materials and / or equipment shall be subject to the following conditions being met and/or satisfied:

- a) The materials and / or equipment shall be received in a condition satisfactory for incorporation in the Work;
- b) The materials and / or equipment shall be stored in such a manner that they will not be damaged due to weather, construction operations, or any other cause;
- c) An invoice from the supplier shall be furnished for each item; and
- d) A release of liens from the supplier shall be furnished for each item.

(B) APPROVED PROGRESS PAYMENTS.

- 1) The Owner shall pay to the Contractor all approved Progress Payments, or approved undisputed portions of Progress Payments, within thirty (30) days of the actual periodic Progress Payment billing date if the Owner is not required to approve all bills prior to payment or, if the OWNER is required to approve all bills prior to payment, in the next normal payment cycle of the Owner following action by the governing body of the Owner at the public meeting of governing body next following twenty (20) Calendar Days after the actual periodic Progress Payment billing date.
- 2) The Engineer shall not be required to prepare or process for payment any current Progress Payment Application whose aggregate amount is less than \$1,000.00 or one percent (1%) of the Contract Sum, whichever sum be the lesser.

(C) RETAINAGE

- 1) If the Contract Sum is greater than \$100,000, then two percent (2%) of the approved progress payment amount shall be retained by the Owner as retainage until after the completion of the entire Contract in an acceptable manner.
- 2) Pursuant to N.J.S.A. 40A:11-16.3 (b), upon Final Completion, all amounts being withheld by the Owner shall be released and paid in full to the Contractor within forty-five (45) Calendar Days of the Final Completion date agreed upon by the Contractor and the Owner, without withholding of any amounts for any purposes whatsoever, provided that the Contract has been completed as indicated.
- 3) If the Contractor agrees to the withholding of Progress Payments, the amount withheld shall be deposited, with a banking institution or savings and loan association insured by an agency of the Federal government, in an amount bearing interest at the rate currently paid by such institution or association on time or savings deposits. Any interest accruing on such cash withholdings shall be credited to the Owner.
- 4) If the Contractor deposits bonds and/or notes, the interest on such bonds and / or notes shall accrue to the Contractor. The interest accruing on such bonds and notes, shall be returned to the Contractor within thirty (30) Calendar Days of fulfillment of the terms and conditions of the Contract relating to final acceptance and payment.

(D) DECISIONS TO WITHHOLD CERTIFICATION AND PROGRESS PAYMENTS

The Owner and/or Engineer may withhold in whole or in part Progress Payment Certificates or Progress Payments due to any of the following:

- a) Defective Work is not remedied;
- b) Third party claims filed or reasonable evidence indicating the probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- c) Liens filed or reasonable evidence indicating the probable filing of such liens unless security acceptable to the Owner is provided by the Contractor;
- d) Failure of the Contractor to provide updated schedules for the performance of the Work on the Project;
- e) Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- f) Failure of Contractor to submit Shop Drawings as required by the Contract Documents;

- g) Failure of Contractor to maintain and / or provide evidence of the minimum required insurance;
- h) Failure to provide required documentation of the quantity and acceptability of the completed Work including, but not limited to, reports of laboratory testing, field measurements, shipping invoices, delivery tickets, and manufacturer certificates;
- i) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- j) Damage to the Owner or a separate contractor; *or*
- k) Reasonable evidence that the Work will not be completed within the Contract time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

When all the above grounds are removed or conditions precedent met, payment will be issued for amounts withheld because of them.

(E) PAYMENT AND ACCEPTANCE

- 1) The payment of any estimate, or of any retained percentage, shall in no way release or waive the Contractor's obligation at its own cost and expense, to repair, correct, renew or replace any defects and imperfections, in the construction of, in the strength of, or quality of materials used in or about the construction of the Work under the Contract, and its appurtenances as well as all damage due or attributable to such defects, which defects, imperfections, or damages shall be discovered on or before final inspection and acceptance of the Work or during or after the maintenance period, and of which defects, imperfections or damages the Engineer shall be the judge, and the said Contractor shall be liable to the Owner for failure to do so.
- 2) At the time of acceptance, the whole Work must have been finished in a neat and workmanlike manner and must be in that condition at that date. Defects arising from any cause or at any time before acceptance must be made good and the whole Work put in the condition as herein specified before acceptance.
- 3) If at any time of making monthly or other estimates, the Engineer should neglect to condemn defective material or work, such neglect shall not be construed as an acceptance of any such material or Work.
- 4) Neither the acceptance by the Owner or the Engineer, nor by any of their employees, nor any order, measurement or certificate of the Engineer, nor any order by the Owner for payment of money, nor any payment for, nor acceptance of, the whole or any part of the Work by the Engineer or the Owner, nor any extension of time, nor any possession taken by the Owner or employees thereof, shall operate as a waiver of any portion of this Contract or any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. All remedies provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided.

(F) FINAL PAYMENT

- 1) Upon Final Completion of the Work, the Engineer shall certify to the Owner, in writing, as to the Final Completion of the Work and shall further certify as to the entire amount and value of each class of Work performed.
- 2) The Owner after receipt of such certificates and within the time allowed by N.J.S.A. 2A:30A-1 et seq., shall certify and pay the amount unpaid and due, which amount shall be one hundred percent (100%) of the entire cost of the Work, less previous payments, liquidated damages, costs of inspection and any other proper deduction as herein provided.

SECTION 6.5: SUCCESSORS AND ASSIGNS

6.5.1 Except for subcontracts as described in this section, the Contractor shall not sell, transfer or assign the Contract or any services to be performed under the Contract Documents on any portion thereof, or of the Work provided for therein, or of the Contractor's title, right or interest therein, to any person, firm or corporation without the prior written consent of the Owner.

6.5.2 The Contractor will be required to perform a minimum of fifty percent (50%) of the money value of the Work of the Contract with its own forces. The Contractor may not subcontract more than fifty percent (50%) of the money value of the Work of the Contract, except in circumstances which, in the sole discretion of the Owner, are exceptional. Neither the money value of the Contract which is subcontracted to minority business enterprises in accordance with Contract requirements nor, if the Project involves erection, alteration or repair of any public building, the money value of the Contract which is subcontracted to the subcontractors listed pursuant to N.J.S.A. 40A:11-16, will be considered in calculating the percentage of the Contract which is subcontracted.

6.5.3 Except for portions of the Work subcontracted to minority business enterprises in accordance with Contract requirements, or subcontractors listed pursuant to N.J.S.A. 40A:11-16, the Contractor shall not subcontract any portion of the Work representing twenty-five percent (25%) or more of the money value of the Contract to a single subcontractor without the prior written consent of the Owner.

SECTION 6.6: INDEMNIFICATION, LIABILITY, AND DAMAGES

6.6.1 INDEMNIFICATION.

- (A)** The Contractor shall indemnify and defend the Owner, Engineer and their respective officers, agents and employees from all claims, demands, liability, suits, losses, costs and expenses of any kind resulting, or alleged to result, from the Work.
- (B)** To the fullest extent permitted by law, the Contractor shall assume the defense of and indemnify and keep indemnified and hold harmless the Owner, Engineer and their respective officers, agents and employees from and against all claims, demands, liability, suits, losses, costs and expenses of any kind which: a) result from or are alleged to result from or arise out of the performance of the Contract and, b) are attributable to bodily injury, sickness, disease, disability or death, or to damage to or destruction of property, including the loss of use thereof. It is understood and agreed that this obligation is a broad form indemnification agreement requiring indemnification and assumption of defenses based upon the claims, demands, liability, suits, losses, cost or expenses to the Work. Neither the indemnification nor the assumption of defense obligation is dependent on the fault of the Contractor.
- (C)** Both the Owner and Engineer are entitled to this indemnification and the assumption of their defense by the Contractor regardless of whether they are, or either of them is, partially responsible for the claim, demand, liability, suit, loss, cost and expense. Only if either the Owner or Engineer is solely responsible for the claim, demand, liability, suit, loss, cost and expense would one of them not be entitled to indemnification and / or to the assumption of their defense by the Contractor.
- (D)** In any and all claims against Owner or Engineer or any of their respective agents or employees by any employee of Contractor, any Subcontractor, any other person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification and defense obligation under this subsection shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- (E)** Any payment due under the Contract as shall be considered necessary by the Owner may be retained by the Owner until all claims, demands, liability, suits, losses, cost and expenses of any kind have been settled and evidence to that effect furnished to the satisfaction of the Owner.

6.6.2 LIABILITY.

- (A) *JOB SITE SAFETY.*** The indemnification and assumption of defense obligations stated in **SUBSECTION 6.6.1 INDEMNIFICATION** above shall also apply to the Contractor's duty to maintain job safety or job health programs and will not be dependent upon any question of negligence on the Contractor's part or on the part of the Contractor's Subcontractors, agents, servants, or employees. Neither the approval by the Owner or Engineer of the methods of doing the Work, nor the failure of the Owner or Engineer to call attention to improper or inadequate methods or to require a change in methods nor the neglect of the Owner or Engineer to direct the Contractor to take any

particular actions or precautions or to refrain from doing any particular thing, unless the acts or omissions of either the Owner or Engineer are the sole cause of the injuries or damage, shall excuse the Contractor from its obligation to indemnify and assume the defenses of the Owner and Engineer if claims are brought by persons or entities injured or damaged by the failure or alleged failure to maintain safety or job health programs.

(B) RESPONSIBILITY FOR WORK. Insofar as permitted by law, the Contractor, regardless of fault, is responsible for:

- a) All risk of loss or damage to completed portions of the Work prior to acceptance of the entire Work;
- b) All risk of loss or damage to portions of the Work in progress or not completed;
- c) All risk of injury to any person so long as the injury is related to the Work regardless of whether the injury occurred before or after acceptance of the entire Work;
- d) All risk of damage to any property including, without limitation, property of: 1) the Owner; 2) the Contractor, Subcontractors, material men, vendors, lessors or others performing the Work, or their employees; and 3) others so long as the damage is related to the Work regardless of whether the damage occurred before or after acceptance of the entire Work; and
- e) All risks of claims associated with the implementation of (*or failure to implement*) safety and health programs, so long as the alleged cause of the claim is related to the Work regardless of whether the alleged cause of the claim arose before or after acceptance of the entire Work.

6.6.3 DAMAGES.

(A) DAMAGES. The Contractor shall be liable to the Owner and Engineer for all damages, including without limitation consequential damages, and expenses incurred as a consequence of any action, error or omission of the Contractor, its Subcontractors, agents or employees.

(B) CONSEQUENTIAL DAMAGES. In no event shall Owner or Engineer be liable in contract or tort or otherwise for any incidental, special, indirect or consequential damages, including loss by delay, commercial loss, or lost profits or revenues or opportunities resulting from the Project and / or any services furnished by Owner or Engineer under this Contract.

(C) COSTS OF ENGINEERING AND INSPECTION. There will be deducted from any payments due the Contractor and retained by the Owner an amount to defray the amount paid by the Owner to inspect the Work and/or administer the Contract during any or any combination of these periods: a) after the completion time stipulated; b) in excess of ten (10) hours on any day; or c) on Sundays or Legal Holidays. Unless a different rate is specified in this Agreement, this amount shall be in accordance with the Engineer's current billing rates.

(D) LIQUIDATED DAMAGES FOR NON-COMPLETION. If the Contractor is permitted to finish the Work after the specified period of completion, the Owner shall have full authority to deduct and retain from any payments to the Contractor a sum calculated at the rate set forth in the Special Provisions for each Calendar Day after the required date of full completion that the Work is not substantially completed, all as liquidated damages and not as a penalty, to defray loss to the Owner due to the failure to substantially complete the Work in the stipulated time. It is mutually agreed that the sum stated for liquidated damages is fair and reasonable and not disproportionate to the actual damages, which are not readily susceptible to exact ascertainment and proof as of the time of the making of this Contract; however, nothing contained herein shall be construed to prevent recovery by the Owner of the costs of any damages in excess of the liquidated damages provisions herein, sustained as a result of the Contractor's failure to substantially complete said Work within the specified period of completion. Likewise, nothing contained herein shall be construed so as to create an option on the part of the Contractor to either complete the Work on time or pay liquidated damages.

SECTION 6.7: DISPUTE RESOLUTION

Any disputes arising under this Contract shall be resolved in accordance with and subject to the limitations contained in N.J.S.A. 40A:11-50 as follows:

- a) All remedies provided elsewhere in the Contract Documents to resolve disputes, claims and protests shall be exhausted. Where the Engineer is empowered or required to issue a decision, such decision shall be a condition precedent to proceeding to resolve the dispute in accordance with **PARAGRAPH (b)** below;
- b) Prior to commencing any litigation, the Owner and Contractor shall endeavor to settle any unresolved disputes, claims or protests by non-binding mediation in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association. Demand for mediation shall be filed in writing by the party requesting mediation with the other party to this Agreement and with the American Arbitration Association;
- c) Nothing herein shall be construed to prevent the Owner and Contractor from agreeing to utilize any other alternative dispute resolution procedure in lieu of or in addition to mediation; *and*
- d) Nothing herein shall be construed to prevent the Owner from notifying any surety of, and requesting the surety's assistance in resolving, any disputes which involve the Contractor's performance.

SECTION 6.8: SUSPENSION AND TERMINATION

6.8.1 SUSPENSION OF WORK – CONTRACTOR NOT AT FAULT. Regardless of any fault on the part of the Contractor, the Owner shall have the authority to suspend the Work wholly or in part, for such period or periods as it may deem necessary. If it should become necessary to suspend Work for such an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way, and the Contractor shall take every precaution to prevent damage or deterioration of the work performed, provide suitable drainage of the site by opening ditches, shoulder drains, and erect temporary structures where necessary. The Contractor may not suspend the Work without written authority.

- (A)** During the suspension of Work due to any cause whatsoever, when deemed necessary by the Owner, the entire Work under the Contract or any section thereof, shall be open to use, and the Contractor shall place any such section in satisfactory condition for use. The Contractor shall be responsible for the satisfactory maintenance of any such section of the Work open to use prior to its final acceptance.
- (B)** When Work is suspended as herein provided, payments for completed portions of the Work will be made as hereinafter provided for normal progress payments and a suitable extension of time for completing the suspended work will be made. No other compensation or allowance will be made on account of such suspension except under the circumstances set forth in and in accordance with **PARAGRAPH D OF SUBSECTION 6.8.1 SUSPENSION OF WORK – CONTRACTOR NOT AT FAULT** or as may be provided by N.J.S.A. 40A:11-19.
- (C)** The Owner shall provide written notice to the Contractor in advance of any suspension of Work lasting more than ten (10) calendar days of the performance of all or any portion of the Work.
- (D)** If the performance of all or any portion of the Work is suspended by the Owner for more than ten (10) calendar days due to no fault of the Contractor or as a consequence of any occurrence beyond the Owner's control, the Contractor shall be entitled to compensation for any resultant delay to the Project completion or additional Contractor expenses, and to an extension of time, provided that, to the extent feasible, the Contractor, within ten (10) calendar days following the conclusion of the suspension, notifies the Owner, in writing, of the nature and extent of the suspension of Work. The notice shall include available supporting information, which information may thereafter be supplemented by the Contractor as needed and as may be reasonably requested by the Owner. Whenever a Work suspension under this **SUBSECTION 6.8.1 SUSPENSION OF WORK – CONTRACTOR NOT AT FAULT** exceeds sixty (60) days, upon

seven (7) days' written notice, either the Contractor or the Owner shall have the option to terminate the Contract for cause and to be fairly and equitably compensated therefor.

- (E) Upon receipt of the Contractor's suspension of Work notice in accordance with **PARAGRAPH D OF SUBSECTION 6.8.1 SUSPENSION OF WORK – CONTRACTOR NOT AT FAULT**, the Owner shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.
- (F) If the Owner determines that the Contractor is entitled to additional compensation or time pursuant to **PARAGRAPH D OF SUBSECTION 6.8.1 SUSPENSION OF WORK – CONTRACTOR NOT AT FAULT**, the Owner shall make a fair and equitable upward adjustment to the Contract Sum and Contract completion date.
- (G) If the Owner determines that the Contractor is not entitled to additional compensation or time pursuant to **PARAGRAPH D OF SUBSECTION 6.8.1 SUSPENSION OF WORK – CONTRACTOR NOT AT FAULT**, the Contractor shall proceed with the performance of the Work, and shall be entitled to pursue a suspension of Work claim against the Owner for additional compensation or time attributable to the suspension.
- (H) Failure of the Contractor to provide timely notice of a suspension of Work shall result in a waiver of a claim if the Owner can prove by clear and convincing evidence that the lack of notice or delayed notice by the Contractor actually prejudiced the Owner's ability to adequately investigate and defend against the claim.

6.8.2 SUSPENSION OF WORK – CONTRACTOR AT FAULT. The Owner shall have the right to suspend the whole or any part of the Work if the Contractor's performance, in the opinion of the Engineer, is not in accordance with the provisions of the Contract Documents. This non-performance may include, but not be limited to, failure in the requirements of maintenance and protection of traffic, drainage and subsurface utilities, erosion control and public safety and convenience.

- (A) If it does become necessary to suspend the Work, the Contractor shall, at the Contractor's expense, repair all streets, sidewalks, et cetera that have been excavated so that they are in such a condition that the traveling public may safely pass. All materials shall be stored so as not to obstruct or impede traffic.
- (B) The Contractor shall make no claims for delays caused by this suspension. No extension of time will be granted by the Owner, and once the Work is allowed to continue, the Contractor shall complete the Work within the time permitted by the Contract.

6.8.3 TERMINATION.

- (A) **FOR CAUSE.** If the Contractor shall fail to fulfill in a timely manner obligations under the Contract or if the Contractor shall violate any of the requirements of the Contract, the Owner shall have the right to terminate the Contract by giving written notice to the Contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Owner of any obligation for balances to the Contractor of any sum or sums set forth in the Contract. Owner will pay only for goods and services accepted prior to termination.
- (B) **FOR CONVENIENCE.** The Owner shall have the right to terminate the Contract for convenience by giving written notice to the Contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Owner for any obligations for balances to the Contractor of any sum or sums set forth in the Contract. Payment only for goods and services accepted prior to termination will be paid by Owner.
- (C) Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor for the purpose of compensation until such time as the exact amount of the damage due the Owner from the Contractor is determined.
- (D) If the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or if a receiver or liquidator shall be appointed for the Contractor or for any of the Contractor 's property and

shall not be dismissed within twenty (20) Calendar Days after such appointment, or the proceedings in connection therewith shall not be dismissed within twenty (20) Calendar Days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) Calendar Days; or if the Contractor shall fail or refuse to regard laws and ordinances, and such orders as may from time to time be given by the Engineer with respect to the Work; or if the Contractor shall assign or sublet the Work other than as herein specified or if the Contractor fails in doing the Work as specified, or fails to perform the work with sufficient materials to ensure the prompt completion of said Work, or shall perform the Work unsuitably or shall neglect or refuse to remove materials or perform anew such Work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, the Owner may, upon written certificate from the Engineer and after two (2) Calendar Days written notice to the Contractor from the Owner of the fact of such delay, neglect or default on the part of the Contractor, have full power and authority, without violating the Contract, to take the prosecution of the Work out of the hands of said Contractor, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement with another or others for the completion of said Contract, according to the terms and provisions thereof, or use such other methods as, in the Owner's opinion, shall be required for the completion of said Contract in an acceptable manner.

- (E) Should the Owner so elect to take the prosecution of the Work out of the hands of the said Contractor, all right, title and interest in and to the equipment and material owned by the Contractor and used in the execution of the Contract, shall be vested in the Owner, and on completion of said Contract, the Owner may dispose of the same in the manner that to it may be deemed to the best interest of the Parties concerned. All costs and charges incurred by the Owner, together with the costs of completing the Work under Contract, shall be deducted from the monies due or which may become due said Contractor. In case the expense so incurred by the Owner shall be less than the sum which would have been payable under the Contract, if it had been completed by said Contractor, then the said Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the Contract, then the Contractor and its surety shall be liable and shall pay to the Owner the amount of said excess.

ARTICLE 7: NOTICE TO PROCEED

SECTION 7.1: ISSUANCE

The Engineer will issue a Notice to Proceed to the Contractor within fifteen (15) Working Days of the completion of the following:

- a) The Contractor has properly executed and returned the Contract; *and*
- b) The Contractor has provided any required bonds and insurance certificates; *and*
- c) The Owner has approved the bonds and insurance certificates and has consented to starting the Work; *and*
- d) A pre-construction conference, if required, has been held; *and*
- e) The Contractor has provided any other submission and / or taken any other action required by the Contract Documents as a condition precedent to starting the Work.

Within seven (7) Calendar Days of receiving a written request from the Contractor requesting authorization to proceed, the Engineer shall respond by: a) issuing a Notice to Proceed; or b) issuing a written response detailing the reason(s) a Notice to Proceed cannot be issued.

SECTION 7.2: EMERGENCY ISSUANCE

When provided for by the Contract Documents, or in emergency situations, the Engineer may, with the consent of the Owner, issue a Notice to Proceed without completion of one or more of the conditions listed in **SECTION 7.1: ISSUANCE**.

SECTION 7.3: STARTING TIME

The Contractor shall begin the Work within fifteen (15) Calendar Days of the date of the Notice to Proceed. Should the Contractor, without cause which, in the opinion of the Engineer, is sufficient to justify delay, fail to begin the Work within the time specified, the Contractor may be declared in default of Contract.

ARTICLE 8: CONTRACT MODIFICATIONS

SECTION 8.1: CHANGES IN ESTIMATED QUANTITIES

- 8.1.1** In entering this Contract, the Contractor agrees that the quantities of Work as stated in the Bid Proposal or indicated on the Plans are only approximate. The Owner may increase or decrease the quantity of Work to be performed by the Contractor. The Contractor agrees to accept payment for the actual amount of Work performed under each item as measured in place by the Engineer.
- 8.1.2** The Contractor agrees that it will not make claim for anticipated profits or loss of profits, because of any difference between the quantities of the various items of work as measured in place by the Engineer and the said estimated quantities.
- 8.1.3** The Contractor will not be entitled to payment for any increase in the quantities estimated unless ordered or authorized in writing and signed by the Engineer, and approved by the Owner.
- 8.1.4** If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the Bid Proposal Quantity, the quantity change shall be considered a minor change in quantity.
- 8.1.5** If the quantity of a pay item is increased or decreased by more than 20 percent from the Bid Proposal Quantity, the quantity change shall be considered a major change in quantity.
- 8.1.6** For any minor change in quantity, the Owner shall make payment for the quantity of the pay item performed at the bid price for the pay item.
- 8.1.7** For a major increase in quantity, the Owner or the Contractor may request to renegotiate the price for the quantity in excess of 120 percent of the Bid Proposal Quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the Owner shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the Bid Proposal.
- 8.1.8** For a major decrease in quantity, the Owner or the Contractor may request to renegotiate the price for the quantity of Work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the Owner shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the Bid Proposal; provided, however, that the Owner shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the Bid Proposal Quantity.

SECTION 8.2: MINOR MODIFICATIONS

The Owner shall be required to authorize all Change Orders, except that in accordance with N.J.A.C. 5:30-11.4, minor field modifications may be authorized, provided that they do not affect the overall scope of Work of the Contract, by the Engineer. This type of Change Order shall result only in minor price increases to the originally awarded Contract Sum.

SECTION 8.3: CHANGE ORDERS

- 8.3.1** All adjustment of quantities, contract changes, and change orders shall be made in accordance with N.J.A.C. 5:30-11 et seq and N.J.S.A. 40A:11-16.7. The Contractor should be familiar with these regulations. Provisions of these Contract Documents which conflict with the contents of N.J.A.C. 5:30-11 et seq. or N.J.S.A. 40A:11-16.7 are null and void only to the extent of such conflict.
- 8.3.2** Except as provided in **SECTION 8.2: MINOR MODIFICATIONS**, before any additional or supplementary Work is performed, the Engineer will prepare a Change Order for any such changes in quantities, additional items or other alterations in the requirements of the Contract Documents and obtain the Owner's approval thereof. The Engineer shall also prepare a reduction order prior to final payment if any quantities have been reduced or eliminated.
- 8.3.3** These Change Orders shall be written, shall carry a statement or recommendation over the signature of the Engineer and shall be executed by the Contractor and the Owner. These orders shall be combined with the original Contract and the final Contract value shall be in accord with this combination.

SECTION 8.4: SUPPLEMENTARY DRAWINGS

Supplementary drawings may be issued by the Engineer to explain the Work more fully or to show additions or changes which have been ordered by the Owner. These supplementary drawings shall have the same force and effect as any other Contract Document.

SECTION 8.5: SUPPLEMENTAL WORK

- 8.5.1** If it is found necessary to have any work executed beyond that covered by the items of Work in the Contract, the Contractor hereby agrees to execute the same in as diligent a manner as followed in the execution of the Work under the original Contract. All provisions of the Contract will apply in the execution of said Work.
- 8.5.2** If the Contractor believes that a change directive by the Owner results in a Material Change to the Work, the Contractor shall so notify the Owner in writing. The Contractor shall perform all Work on the Project that is not the subject of the notice.
- 8.5.3** Upon receipt of the Contractor's change in character notice in accordance with **SUBSECTION 8.5.2**, the Owner shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination of how to proceed in writing.
- 8.5.4** If the Owner determines that a change to the Work caused or directed by the Owner materially changes the character of any aspect of the Work, the Owner shall make a fair and equitable upward adjustment to the Contract Sum and Contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the Work as planned at the time of contracting and the actual cost of the Work as a result of its change in character as set forth in **SUBSECTION 8.5.6 COMPENSATION**, or as otherwise mutually agreed upon by the Contractor and the Owner prior to the Contractor performing the subject work.
- 8.5.5** If the Owner determines that the Contractor is not entitled to additional compensation or time, the Contractor shall continue the performance of all Work, and shall be entitled to pursue a claim against the Owner for additional compensation or time attributable to the alleged Material Change.
- 8.5.6 COMPENSATION.**
- (A)** The amount of compensation to be paid to the Contractor under this Section 8.5 shall be determined by any of three (3) methods, as approved by the Owner as follows:
- a) By such applicable combination of items and contract unit prices, if any, as are set forth in the Bid Proposal and may be used to describe the Work performed; *or*

- b) If no such combination of unit prices is possible, then by unit prices or by a lump sum mutually agreed upon by the Owner and the Contractor; *or*
- c) If no such unit prices are set forth and if the parties cannot agree upon unit prices or a lump sum price, then the Contractor shall receive the true necessary cost to the Contractor, including direct labor costs plus benefits and worker's compensation, public liability, unemployment and social security insurance; actual costs of materials furnished and necessarily used in the performance of the Work; and for Contractor owned equipment and plant and/or rented equipment and plant. The hourly rates for Contractor owned equipment and plant will be determined from the applicable volume of the Rental Rate Blue Book by dividing the monthly rate by 176. Rented equipment and plant will be paid as the actual rental costs for the equipment for the time that the equipment is actually used to accomplish the Work, plus the cost of moving the equipment on to and away from the job.

(B) True necessary cost shall be determined as follows:

- Total direct labor cost (*hours worked multiplied by hourly rate*) exclusive of overhead labor,
- Plus total taxes and benefit costs on direct labor
- Plus total material costs (*bare cost - FOB*)
- Plus total equipment and plant (*Contractor owned and/or rented*)

(C) In addition to true necessary cost the Contractor shall receive, as compensation for profit and, if applicable, general overhead, a percentage of the sum of Total Direct Labor Cost (*actual hours worked multiplied by hourly rate*), exclusive of overhead labor, plus Total Material Cost (*bare cost-FOB*) determined as follows:

- a) Ten percent (*10%*) if an extension of time for the supplemental work is not granted.
- b) Twenty percent (*20%*) if an extension of time for the supplemental work is granted.

Overhead includes all salaries and expenses of all administrative officers, general superintendence (*which includes any non-working supervisor splitting time on more than two (2) projects*), clerical employees, small tools and minor equipment and other miscellaneous supplies and services.

(D) If any portion of the supplemental work is performed by subcontract, and the amount of such subcontract be verified as reasonable by the Engineer, then the Contractor shall be paid the amount of such subcontract plus ten percent (*10%*) as full compensation. If the Engineer and Contractor cannot agree on a reasonable cost for the subcontracted Work, the Engineer may require that the true necessary cost of the subcontracted work and the Subcontractor's overhead and profit be determined as described above for Work performed by the Contractor.

(E) The Engineer's determination and certificate of such cost when approved by the Owner shall be binding and conclusive on the Contractor, and the Engineer shall be deemed the arbiter to determine the cost of such work. It is understood that before any work is started, or materials are ordered, the rate to be paid for labor, materials, equipment rental and all other unit costs applicable to the Work, and the number and kind of laborers, quantities of material, type of equipment or appurtenances to be used in initiating and continuing the Work shall be mutually agreed to by the Contractor and the Engineer and the Contractor shall make no changes in the labor, materials, equipment, supplies and appurtenances without prior written approval of the Engineer.

All components of cost, Work performed, equipment, material and labor furnished, shall be reported by the Contractor on daily report sheets, and the Contractor shall be paid on the basis of those daily reports signed by the Engineer.

SECTION 8.6: DIFFERING SITE CONDITIONS

- 8.6.1** If the Contractor encounters Differing Site Conditions during the progress of the Work, the Contractor shall promptly notify the Owner in writing of the specific Differing Site Conditions encountered before the Site is further disturbed and before any additional Work is performed in the impacted area.
- 8.6.2** Upon receipt of a Differing Site Conditions notice in accordance with paragraph 8.6.1 above, or upon the Owner otherwise learning of Differing Site Conditions, the Owner shall promptly undertake an investigation to determine whether Differing Site Conditions are present.
- 8.6.3** If the Owner determines Differing Site Conditions that may result in additional costs or delays exist, the Owner shall provide prompt written notice to the Contractor containing directions on how to proceed.
- 8.6.4** The Owner shall make a fair and equitable adjustment to the Contract Sum and Contract completion date for increased costs and delays resulting from the agreed upon Differing Site Conditions encountered by the Contractor.
- 8.6.5** If both the Contractor and the Owner agree that the Owner's investigation and directions decrease the Contractor's costs or time of performance, the Owner shall be entitled to a fair and equitable downward adjustment of the Contract Sum or time of performance.
- 8.6.6** If the Owner determines that there are no Differing Site Conditions present that would result in additional costs or delays, the Owner shall so advise the Contractor, in writing, and the Contractor shall resume performance of the Contract, and shall be entitled to pursue a Differing Site Conditions claim against the Owner for additional compensation or time attributable to the alleged Differing Site Conditions.
- 8.6.7** Execution of the Contract by the Contractor shall constitute a representation that the Contractor has visited the Site and has become generally familiar with the local conditions under which the Work is performed.

SECTION 8.7: TIME EXTENSIONS

An extension of time may be also granted by the Owner on account of unusual difficulty, accident or other good and sufficient cause, and by so doing, said Owner may waive the right to deduct from any subsequent estimates, during the period of any such allowed extension of time, the liquidated damages already provided for but in any and all such cases of extension of time, the Contractor shall be liable to the Owner for all wages and expenses which said Owner must pay for the inspection of the Work or material after the date herein set forth in the completion of the Work, except when such extension of time is required by a duly issued change order increasing the quantity of work to be performed. All requests from the Contractor for extension of time must be accompanied by the approval of the surety company.

THE WORK PROCEDURES

ARTICLE 9: LAYING OUT THE WORK

SECTION 9.1: PLANS AND SPECIFICATIONS

9.1.1 FURNISHING THE PLANS. The Owner or Engineer will furnish the Contractor with two (2) complete sets of Plans and Specifications and one complete set of other Contract Documents. Additional sets of Plans or Contract Documents will be furnished the Contractor upon application, at the cost of reproduction.

When Plans are revised or supplemental drawings are prepared, two (2) copies of such revisions or supplements shall also be furnished the Contractor for inclusion with the previously issued Plans.

9.1.2 REVIEWING THE CONTRACT DOCUMENTS. The Contractor shall review all Plans, schedules, and other related Contract Documents for conflicts or discrepancies. The Contractor shall notify the Engineer of any and all conflicts or discrepancies therein for interpretation and correction and / or revision as necessary.

SECTION 9.2: ARRANGEMENT OF WORK

9.2.1 ENGINEER TO RE-ESTABLISH CONTROLS. The Engineer shall re-establish bench marks as shown on the Plans. The Engineer shall also establish the position of control points or traverse points as shown on the Plans. The Engineer shall establish such controls within five (5) Working Days of the Contractor's request.

9.2.2 CONSTRUCTION STAKES. From the established controls, the Contractor shall establish all baselines, offset lines, set and drive stakes, set batter boards, and take all other measurements in order to lay out the Work in accordance with the intent of the Plans.

9.2.3 ENGINEER MAY CHECK CONTRACTOR'S ARRANGEMENT. After the Contractor has erected batter boards, or forms, and set line and elevations for the grading, paving or structures, the Engineer may check such Work for obvious errors in alignment and grade. If the Engineer elects to make such checks, the Contractor may only proceed with permanent construction of the Work after approval of the Engineer.

9.2.4 CONTRACTOR RESPONSIBLE FOR ERROR. Notwithstanding the Engineer's election to check (or not check) the Contractor's layout of the Work for obvious errors or omissions, the responsibility for laying out the Work remains solely the Contractor's and the Contractor shall be solely responsible to the Owner for correcting and for the cost of correcting, any errors resulting from the Contractor's layout of the Work.

9.2.5 CONTRACTOR TO ASSIST ENGINEER. When requested by the Engineer, the Contractor shall make available a competent person from his construction force to assist the Engineer in any manner which may be necessary to check the grades and alignment as well as other features of the Work. No extra payment will be made for the services of such assistant, and payment for the assistance shall be deemed to be included in the various unit bid prices. Failure to comply with this provision shall be sufficient cause for the Engineer to recommend to the Owner that the Work on the unchecked sections be stopped.

9.2.6 CONTRACTOR TO PROTECT CONTROL POINTS. The Contractor shall adequately protect all benchmarks, control points, monuments, stakes and marks set by the Engineer. If these control points are disturbed or obliterated by the Contractor during the progress of the Work, they shall be replaced at the Contractor's expense, and the amount thereof may be withheld from any payment due or becoming due.

9.2.7 RELEASE OF ELECTRONIC FILES. Engineer shall provide electronic files to the Contractor after the Contractor executes the media release form.

9.2.8 DISCONTINUATION OF WORK BY CONTRACTOR. Should the prosecution of the Work for any reason be discontinued by the Contractor, with the consent of the Engineer, the Contractor shall notify the Engineer at least twenty-four (24) hours before again resuming operations.

ARTICLE 10: ROLES THROUGHOUT PROJECT

SECTION 10.1: THE ENGINEER

10.1.1 ENGINEER'S STATUS DURING CONSTRUCTION. The Engineer shall be the Owner's representative during the construction of the Work. All instructions of the Owner to the Contractor shall be issued through the Engineer. The Engineer shall make periodic visits to the Site of Work to observe the progress and quality of the executed Work to determine, in general, if the Work is proceeding according to the Contract Documents. The Engineer shall not be required to make continuous or exhaustive on-site inspections nor shall the Engineer be responsible for construction means, methods, techniques, sequences or procedures, or the safety precautions incidental thereto. On the basis of the Engineer's on-site observations, the Engineer shall keep the Owner informed of the progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the completed Work.

If the Owner and Engineer agree, the Engineer shall provide one or more project representatives (*Inspectors*) to assist the Engineer in carrying out the Engineer's responsibilities at the Site of Work. Such representatives are to be provided at the Owner's expense.

10.1.2 CLARIFICATIONS AND INTERPRETATIONS. The Engineer shall issue, with reasonable promptness, such written Clarifications or interpretations of the Plans or Specifications as the Engineer may determine necessary for the proper execution of the Work. Such Clarifications must be consistent with the overall intent of the Contract Documents and shall be binding upon all parties to the Contract.

SECTION 10.2: THE CONTRACTOR

10.2.1 PERSONNEL.

(A) SUPERINTENDENCE. The Contractor shall attend to the Work personally or through a competent, English-speaking superintendent, or competent designee, who shall be continually present on the Site of Work whenever any of the Work is in progress by any contractor or Subcontractor. Such a superintendent or designee shall be satisfactory to the Engineer and, except in extraordinary circumstances, shall not be removed or replaced without due notice being given the Engineer. The superintendent or designee shall have full authority to act for the Contractor without the need to consult any higher level of authority.

(B) EMPLOYEES. All workers must be competent and fully qualified in the type of work to be performed. The Contractor will remove from the Site of Work any employee who is found by the Engineer to be incompetent, or who is performing the Work in an unworkmanlike manner or contrary to the Specifications or the Engineer's instructions, or who is disorderly.

(C) WORK FORCE. The quality of superintendence and the number of workers employed on the Site of Work shall, in the opinion of the Engineer, be sufficient to complete the Project within the stipulated time. No Progress Payments due or becoming due during this Project shall be certified for payment for as long as any Contractor is in violation of the terms of this section.

10.2.2 WORKING FACILITIES.

(A) ADDITIONAL RIGHTS OF WAY. The Owner will provide land, easements or rights of way for the Work within the limits designated on the Plans. The Contractor shall not enter or occupy any land outside of the limits so designated on the Plans without first obtaining the written consent of the property owner(s) which shall hold harmless the Owner and Engineer from any costs or damages resulting from the Contractor's use of the property. It shall be the Contractor's responsibility to ensure that the Contractor's proposed use of such lands conforms to all applicable laws and provisions of the local zoning ordinance. A copy of the written consent of the property owner(s) shall be filed with the Engineer. Upon completion

of the Work, including all cleanup and restoration, the Contractor shall obtain a written release from the owners of all lands used, and file such release or releases with the Engineer.

The Contractor shall become familiar with the rights of way provided as indicated on the Plans. The Contractor shall make all necessary arrangements for additional rights of way required by the Contractor such as for storage of equipment and material. No further payment will be made for additional rights of way other than that included in the unit prices bid for the construction Work.

- (B) TEMPORARY UTILITIES.** The Contractor shall furnish, at the Contractor's own expense, an adequate supply of water, electric power and telephone service as required in the performance of the Work. The Contractor shall furnish and install all temporary connections, meters and other appurtenances, shall conform to all requirements of the utility companies, and shall pay all expenses and charges incidental thereto. After the completion of the Work, the temporary facilities shall be removed by the Contractor at no additional cost of the Owner. The Contractor shall provide sufficient artificial lights so that all Work may be done in a workmanlike manner when or where there is not sufficient daylight and as approved by the Engineer.
- (C) SANITARY FACILITIES.** The Contractor and Engineer shall provide and maintain, in a strictly sanitary manner, and at the Contractor's own expense, toilet facilities for the Contractor, the Engineer, and their respective workers, which shall be screened from public view. The location thereof and the method of waste disposal shall be subject to the approval of the Engineer. The Contractor shall observe and enforce all sanitary regulations and maintain satisfactory conditions on all parts of the Work.
- (D) REPLACEMENT OF SURVEY MARKERS.** When any monument, whether of stone, concrete, wood or metal or a mark on a structure, designating the lines of the streets or highway or of private property, is in the line of any excavation or other construction work and may have to be removed, the Contractor shall notify the Engineer in writing at least twenty-four (24) hours in advance. Under no circumstances shall such monument be removed or disturbed by the Contractor or by any of its workers without the permission of the Engineer. Should any such monument, before the Engineer has had the opportunity to provide for the replacement, be destroyed through accident or neglect, the Contractor will be required, at its own expense, to employ a New Jersey licensed professional surveyor, acceptable to the Engineer, to re-establish such points and will replace same at least equivalent to their original condition.
- (E) USE OF COMPLETED SECTIONS OF WORK.** The Engineer may order completed or partially completed but previously unused sections of the Work to be placed in operation prior to the acceptance of the entire Project. Unless otherwise provided herein, the maintenance of such sections of the Project shall be the responsibility of the Owner, who shall also be responsible to the Contractor for any additional costs occasioned by such opening. The Engineer shall have, and is hereby agreed to have, the final authority in the determination of such additional costs. This section does not apply to reconstruction of existing facilities.
- (F) FINAL CLEANUP.** Before the final acceptance of the Work, the Contractor shall remove all equipment, temporary work, unused and useless materials, rubbish and temporary buildings, shall repair or replace in an acceptable manner any private or public property which may have been damaged or destroyed on account of the prosecution of the Work, shall fill all depressions and water pockets on public or private property caused by its work, shall clean all obstructions from waterways caused by its work, shall clean all drains, sewers and ditches within and adjacent to the Work which have been obstructed by its operations, and shall leave the site and adjacent public and private property in a neat and presentable condition wherever the Contractor's operations have disturbed conditions existing at the time of starting the Work. When required by the Engineer to do so, the Contractor shall procure and submit to the Engineer signed statements from affected property owners that the Contractor has fulfilled his obligations with regard to their respective properties.

SECTION 10.3: OTHER CONTRACTORS

- 10.3.1 WORK OF OTHER CONTRACTORS.** The right is reserved by the Owner to do work with its own employees or by other contractors and to permit public utility companies and others to do work during and

within the limits of, or adjacent to, the Project. The Contractor shall conduct its own work and coordinate with various utilities so as to cause as little interference with the work of such other contractors as possible.

10.3.2 REQUIREMENTS OF OTHER ENTITIES. Certain work to be done incidental to this Contract may be required by persons, municipalities or entities other than the Owner. Plans, Specifications or other available detail information will be contained in the Contract Documents.

The Contractor shall be responsible for the approval and acceptance of the Work that is to meet the requirements of persons, municipalities or entities other than the Owner. The Work may include, but shall not be restricted to, replacement of sidewalks, curbs, pavement or utilities, as well as other incidental work required to complete the Contract.

ARTICLE 11: PROSECUTION OF THE WORK

SECTION 11.1: BEGINNING THE WORK

11.1.1 SCHEDULES. Prior to beginning any Work and during performance of the Work, the Contractor shall submit to the Engineer schedules for all Work. The schedule shall show the sequence of construction operations and other relevant interdependences, the estimated time of initiation and completion of each operation and the times of establishment and estimated duration of any traffic relocations. Such schedules shall be subject to the Engineer's approval. If the Contractor finds it necessary to deviate from the approved schedule, the Contractor shall submit and obtain the Engineer's approval of a revised schedule. Such submissions will be made by the Contractor within seven (7) Calendar Days of the Engineer's request. The Contractor, upon receipt of the approval of a particular schedule, may not deviate from it without the permission of the Engineer. If requested by Engineer, the Contractor shall forward the required schedule in electronic format.

11.1.2 STARTING PLACE. The place where the Work is to be started may be stated in the Contract Documents. If not designated, it will be selected by the Contractor.

The Work will be prosecuted from as many different points in such parts and at such times as may be necessary or directed, and shall be conducted in such manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time set forth in the Contract.

11.1.3 JOB MEETINGS. The Contractor, its Subcontractors and suppliers whose presence is requested shall attend all job meetings called by the Engineer upon forty-eight (48) hours' notice. Lack of attendance at any job meeting by any of the above shall be sufficient reason for the suspension of Work. The proceedings of all job meetings shall be documented with minutes of the meeting prepared by the Engineer, who shall furnish copies of such proceedings to the Owner and copies to the Contractor as required.

11.1.4 ENGINEER'S FIELD OFFICE. On all projects where the item "Engineer's Field Office" is scheduled in the Bid Packet, the Contractor shall provide a field office, for the exclusive use of the Engineer and inspectors, meeting the minimum requirements set forth in the Special Provisions. Such a field office shall be made available, fully equipped and operational, within ten (10) Working Days before starting the Work on the Project and shall be maintained a minimum of thirty (30) Calendar Days and a maximum of ninety (90) Calendar Days following final acceptance of the Work.

11.1.5 NORMAL WORKING HOURS REQUIRED. Unless otherwise specified, the Contractor will be expected to accomplish all of the Work of this Project during normal working hours. No Work will be performed on Saturdays, Sundays, or Legal Holidays, or prior to 7:00 A.M. or after 7:00 P.M. on any normal Working Day or as required by local ordinance, without the approval of the Engineer and the Owner.

11.1.6 VIDEOS. Prior to the start of construction, the Contractor shall furnish a video, taken by an experienced commercial videographer at such times and locations as ordered by the Engineer, to show the conditions of the Site of Work. Videos shall be provided in formats, file types and media acceptable to the Engineer.

11.1.7 PHOTOGRAPHS. The Contractor shall furnish a series of construction photographs, taken by an experienced commercial photographer, to show the progress of the Work. Photographs shall be taken of the

Site of Work and any other locations as directed by the Engineer, prior to the start of Work and on a monthly basis throughout the duration of the Project. Not less than eight (8) photographs, taken at regular intervals, shall be obtained during each month throughout the duration of the Project. Digital photos shall be provided in formats, file types and media acceptable to the Engineer.

SECTION 11.2: QUALITY

11.2.1 WORKMANSHIP. All workmanship shall be, in every respect, in accordance with the best current practice. Only skilled craftsmen, fully qualified in the various disciplines required, shall be used on the Work.

The quality of Work provided for herein shall be acceptable to the Engineer, and the Engineer's decision upon all questions relating to the quality and acceptability of the Work performed shall be final and binding.

11.2.2 MATERIALS. All materials required for the Work shall be provided by the Contractor and shall be subject to the Engineer's approval before and/or after delivery and before and/or after incorporation into the Work.

11.2.3 AMERICAN PRODUCTS. Pursuant to N.J.S.A. 40A:11-18, the goods and products provided under this Contract shall be only manufactured goods and farm products of the United States, wherever available.

11.2.4 EQUIPMENT. The Contractor should familiarize themselves with the requirements of the equipment required for the proper execution of the Work. All equipment used shall be proper for the Work to be performed. No equipment which will cause damage to public or private property shall be allowed.

11.2.5 EQUIVALENT OR "EQUAL" ITEMS. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no equivalent is permitted, materials or equipment of other suppliers may be accepted. If the Contractor wishes to furnish or use a proposed equivalent, the Contractor will be required to show, to the satisfaction of the Engineer, that the proposed equivalent will perform adequately the duties required by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. No equivalent shall be used without the written permission of the Engineer, who shall be the sole judge of quality and equality. Owner reserves the right to evaluate changes that may be made to the basis of payment or the contract time as a result of the use of the authorized equivalent items. When the Contract Documents permit the selection of more than one type of material, equipment or product, only one type shall be used on the Project.

11.2.6 SUBSTITUTE ITEMS.

(A) If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall make written application to the Engineer for approval thereof, certifying that the proposed substitute, although not equivalent or equal or similar quality to that specified, performs adequately the functions and achieves the results called for by the general design, and is suited to the same use as that specified. The application shall state that the evaluation and approval of the proposed substitute does not prejudice the Contractor's achievement of completion on time. It shall also state whether or not approval of the proposed substitute for use in the Work requires a change in any of the Contract Documents to adapt the design to the proposed substitute, and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application, and available maintenance, repair, and replacement service shall be indicated. The application shall also contain an itemized estimate of all costs that result directly or indirectly from approval of such substitute, including costs of redesign, all of which will be considered in evaluating the proposed substitute. The Engineer may require the Contractor to furnish additional data about the proposed substitute.

(B) When the Contractor submits proposed substitute items, the Contractor's submission shall be prepared by a professional engineer, competent in the pertinent area of practice and holding a professional engineering license in the State of New Jersey. The submission shall include the professional engineer's signature and seal and, unless otherwise provided in the Special Provisions, the submission shall conform

to NJDOT design manuals and standards for the Work and shall include design calculations with pertinent code references.

- (C) If specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents, the Contractor may furnish or use a substitute means, method, technique, sequence, or procedure of construction which is acceptable, if the Contractor submits sufficient information to allow the Engineer to determine that the substitute proposed is an acceptable substitute to that indicated or required by the Contract Documents. The procedure for review by the Engineer is to be similar to that described in the previous paragraph.
- (D) The Engineer is to be allowed a reasonable time within which to evaluate each proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute shall be ordered, installed, or used without approval. If approval is given, it is on the condition that the Contractor is fully responsible for producing Work in conformity with Contract requirements. If, after trial use of the substituted materials, equipment, means, method, technique, sequence, or procedure of construction, the Engineer determines that the Work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute and shall complete the remaining Work with the specified materials, equipment, means, method, technique, sequence, or procedure of construction. The Contractor shall remove the deficient Work and replace it as specified, or take such other corrective action as the Engineer may direct.
- (E) No increase will be made in the basis of payment for the Pay Items involved, nor in the Contract Time as a result of authorized substitutes. The Owner may condition approval of a substitute on an equitable decrease in the basis of payment for the pay items involved if, in the opinion of the Engineer, the function of the substitute is acceptable although it is not of equal substance or may entail greater long term cost to the Owner. The Engineer may require the Contractor to furnish at no cost to the Owner a special performance guarantee or other surety with respect to any substitute.
- (F) The Engineer will document the time expended in evaluating proposed substitutions and in making changes in the Contract Documents including determining that a proposed substitute is unacceptable. The Owner shall deduct such cost from payments owed to the Contractor.

11.2.7 UNAUTHORIZED OR DEFECTIVE WORK. Any materials or work unauthorized or found to be defective, or not in strict conformity with the requirements of the drawings and Specifications or damaged by action of the Contractor or the Subcontractors or employees or others, or through action of fire, the weather or by any other cause, shall be removed immediately and new materials or work substituted therefore without delays by the Contractor.

No previous inspection or partial payment shall be held as an acceptance of defective work or materials or to relieve the Contractor from the obligation to furnish sound materials and to perform good satisfactory work. The Engineer is to be the final judge of the materials and work furnished.

If the Owner deems it inexpedient to correct Work damaged or not completed in accordance with the Contract, the difference in value between such work and that specified, together with a fair allowance for damage, shall be deducted from payments owed to the Contractor.

SECTION 11.3: SAFETY

11.3.1 PUBLIC SAFETY AND CONVENIENCE.

- (A) The Contractor shall conduct its WORK with the least possible obstruction to traffic and the public. The protection of persons and property, and the convenience of the public and of residents adjacent to the Work, are of first importance and shall be provided for by the Contractor in an adequate and satisfactory manner. Suitable and safe temporary crossings shall be constructed and maintained where access to adjacent property is required. Fire hydrants shall be left free of obstruction at all times, and access provided for fire apparatus.

- (B) Materials and equipment stored on the site shall be placed so as to cause as little inconvenience to residents and the traveling public as is necessary. Roadways, sidewalks, gutters, and sewer inlets adjoining the Work under construction shall not be obstructed more than necessary.
- (C) The Contractor shall provide for prompt removal from existing roadways of all soil and other materials that have been dumped, spilled, washed, tracked or otherwise deposited thereon by hauling and other operations whenever the accumulation is sufficient to cause the formation of mud, interfere with drainage, damage pavements, or create a traffic hazard.
- (D) The Contractor shall employ construction means and methods that will keep flying dust to a minimum. The Contractor shall provide for the sprinkling of water whenever the public is affected by such dust. The materials and methods of dust control shall be subject to the approval of the Engineer.
- (E) The Contractor shall perform a general clean-up of the Site of Work before weekends, Holidays, and community events.
- (F) Where necessary, the Contractor shall:
 - a) Install and maintain temporary sidewalks and curb ramps;
 - b) Pay particular attention to accessible routes, including school crossings and crosswalks;
 - c) Ramp (*1:12 maximum*) all grade transitions greater than 1/4";
 - d) Temporarily replace crosswalk markings when construction is not active for more than twenty-four (24) hours; *and / or*
 - e) Remove temporary access measures when no longer required.

11.3.2 MAINTENANCE AND PROTECTION OF TRAFFIC.

- (A) The Contractor shall erect or place, and maintain in good condition, barricades, warning signs, lights, flares, yellow-flashing light units, drums, traffic cones, and other warning and danger signals and devices, appropriate and adequate for the specific needs at working sites, closed roads, intersections, open excavations, locations of material storage, standing equipment and other obstructions, at points where the usable traffic width of the road is reduced, at points where traffic is deflected from its normal courses or lanes, and at other places of danger to vehicular or pedestrian traffic. Excavations shall not remain open overnight.
- (B) All traffic control devices, other than those shown on the Plans and where required by the Contractor's operations, shall conform to the current Manual on Uniform Traffic Control Devices and shall be acceptable to the Owner or the Owner's designee for traffic control.
- (C) The Contractor shall provide sufficient watchmen and traffic directors and shall take all other precautions that may be necessary for the safety of the public and protection of the Work.
- (D) The Contractor shall obtain consent of all appropriate authorities having jurisdiction and the concurrence of the Engineer for any detours, which may be required. The Contractor shall make all necessary arrangements with such authorities regarding the establishment, maintenance and repair of such detours, the regulation and direction of traffic thereon, and the installation and maintenance of signs and traffic control devices.
- (E) Insofar as the technical requirements of this Project, the Contractor shall be aware of the requirements of Section 159 of the Standard Specification and the related Supplementary Specifications and Special Provisions.

11.3.3 CLOSING WORK AREAS TO PUBLIC USE.

- (A) Prior to beginning construction, as directed by the Engineer at the preconstruction meeting, the Contractor will prepare and distribute to all property owners and tenants affected by the Project a letter

outlining the proposed improvements and the anticipated duration of each phase of construction. This letter will be reviewed and approved by the Engineer prior to distribution and will be distributed by the Contractor not less than seven (7) Calendar Days prior to the beginning of Work or within such other time as the Engineer may direct.

- (B)** If there is a delay in driveway repair work, the Contractor must reschedule and provide additional notice to property owners. Verbal notice will be acceptable if the delay is within twenty-four (24) hours of the original schedule, otherwise provide additional written notice at least forty-eight (48) hours prior to actual closure.

The Contractor shall schedule operations to provide the following as a minimum:

- a) Driveway closures may not exceed more than three (3) Calendar Days. Driveways must be open for use with temporary pavements complete by the fourth (4th) Calendar Day after initial closure.
- b) Permanent base courses or temporary pavements acceptable to the Engineer must be complete by the fifth (5th) Calendar Day after disturbance of any existing roadway or driveway pavement.
- c) Backfilling to topsoil subgrade of all new curb and sidewalk restoration areas must be complete by the fourth (4th) Calendar Day after concrete placement.

In all cases, including, but not limited to all areas covered by the above requirements, the Contractor shall adequately provide for the protection of all work areas as required by **THE WORK PROCEDURES** until restoration is complete.

- (C)** All streets, intersections, sidewalks, parking areas and all other publicly used portions of the Project are to be kept open every Calendar Day including overnight and on Saturdays and Sundays of each week and Holidays, unless written permission is granted by the Engineer to do otherwise.
- (D)** The Contractor will not occupy a lane, shoulder, median, or sidewalk area adjacent to traffic with equipment, material, personnel, or employee vehicles without the approval of the Owner or the Owner's designee for Traffic Control and notice to the Engineer.
- (E)** The Contractor will schedule and perform the Work so that successive construction operations and lane or roadway openings follow preceding operations as closely as possible and will confine construction operations adjacent to traffic to one side of the roadway at a time unless otherwise specified by the Contract. Where the Work is performed in stages adjacent to traffic, the Contractor will ensure that the road opened to traffic adequately accommodates traffic and will not interfere with existing traffic access, except when required to perform the Work or as approved by the Owner or Owner's designee for Traffic Control.
- (F)** The Contractor will not work above vehicular or pedestrian traffic, except as specified in the Contract. Where construction interferes with existing pedestrian access, the Contractor will provide temporary pedestrian access acceptable to the Owner or Owner's designee for Traffic Control.
- (G)** The Owner or the Owner's designee for Traffic Control has the right to reject or rescind approval of roadway, lane or shoulder closures because of the following:
- a) Weather conditions;
 - b) The closure is unnecessary to perform the Work; and
 - c) Emergency conditions either on or off the Project that results in an unacceptable impact to the traveling public.
- (H)** The Owner will not make payment for delays or costs arising from the rejecting or rescinding of roadway, lane or shoulder closures.

- (I) If the Work, or any part of the Work, is stopped for more than five (5) Working Days or if the Work, or any part of the Work, is suspended, the Contractor will restore excavated areas within or adjacent to the traveled way as directed by the Owner or the Owner's designee for Traffic Control.
- (J) If required by construction operations, the Contractor, with approval by the Owner or the Owner's designee for Traffic Control and with prior notice to the Engineer, may close roadways during working hours only and driveways for continuous periods not to extend over more than seventy-two (72) hours. Property owners affected by such closings shall receive written notice of such closings at least twenty-four (24) hours prior to the start of a closure. Copies of such notices shall be provided to the Engineer for approval.

11.3.4 INADEQUATE PRECAUTIONS BY CONTRACTOR. If the Owner deems the precautions taken by the Contractor to be inadequate, the Owner, with or without the advice of the Engineer, may order additional protection. Should the Contractor, after such order by the Owner, neglect to put up, provide or maintain such suitable protection as is required, the Engineer or the authorities of the Owner may, if directed by the Owner, immediately, and without notice to the Contractor, furnish materials and put up and maintain such additional protection as is deemed necessary and the cost thereof shall be paid by the Contractor.

All expenses incurred for additional protective measures herein specified and for repairs and replacements, shall be paid by the Contractor.

11.3.5 MAINTENANCE OF DRAINAGE.

- (A) The Contractor shall provide all that is required for the removal and disposal of water from the trenches, excavations for structures and other parts of Work in accordance with N.J.D.E.P. requirements. Ground water shall be lowered and maintained at such elevation that there will be no spring action or flow of water into excavations until any construction which would be affected is complete. Adequate facilities, as approved by the Engineer, shall be provided for the interception of suspended matter from the pump discharge before its disposal into existing drainage facilities. Where well points are to be used, the Contractor shall obtain approval of the plans and equipment from the Engineer.
- (B) In accordance with N.J.D.E.P. requirements, the Contractor shall provide and maintain acceptable ditches, flumes or pumping installations, as required, to care for water courses and sewerage facilities (*natural or artificial*) intercepted by the Contractor's operations or structures.
- (C) In all cases where temporary pipes must be installed, or where sewage, water, or drainage must be pumped or otherwise carried over or around excavations or any other portions of the Work, the Contractor shall furnish such pipes, pumps and all other materials, equipment and labor as are required to maintain continuity of service in the utilities affected.
- (D) The Contractor will be held responsible for flooding of adjacent properties from any of the Contractor's operations, and will be held liable for all claims due to flooding, or other damage caused by the above operations.

11.3.6 EMERGENCIES. In emergencies affecting the safety of persons, public or private property or the Work, the Contractor, without specific instructions or authorization from the Engineer or Owner, is obligated to prevent damage, injury or loss. The Contractor will give the Engineer prompt written notice of any changes in the Work or deviations from the Contract Documents caused by such action undertaken by the Contractor.

11.3.7 PUBLIC UTILITIES - SUBSURFACE STRUCTURES.

- (A) Information as to the location of existing subsurface structures and utilities has been collected from various sources. The results of such investigations, shown on the Plans, are not guaranteed as to accuracy. There will be no compensation for delays due to any underground structures and / or utilities that are discovered.

Attention is particularly directed to the fact that the locations, elevations and sizes of utilities and other subsurface structures shown on the Plans are not warranted to be even approximately correct, nor can they be assumed to be the only subsurface facilities or structures which may be encountered in the Work.

The Contractor shall make all necessary supplemental investigation, and shall have no claims against the Owner or Engineer for damages, delays or additional costs due to subsurface structures or utilities encountered in locations shown or other than as shown on the Plans.

- (B) The Contractor is required to notify, in writing, any utility owners involved as to the nature and scope of the Project and of the Contractor's operations that may affect their facilities. The Engineer shall receive a copy of such notices. The terms public utility or public utilities used in these Specifications shall be construed to mean those publicly or privately owned, including those owned by the Owner not directly affected by the Work.
- (C) Prior to excavation of any kind, the Contractor shall have all utilities marked and shall excavate or otherwise determine the exact locations and elevations of the utility. The Contractor shall also comply with the Underground Facilities Protection Act and notify the State's One Call System prior to performing any work. The Contractor will identify itself as the Owner's Contractor and describe the complete limits of the Work. The Contractor shall then notify the Engineer and utility of any direct conflicts and afford the Engineer reasonable time to determine if any changes in the Work are required and/or afford the utility reasonable time to complete any necessary alterations of its facilities.
- (D) When utility facilities are damaged by the Contractor, the Contractor shall notify the property owners, who may cause the Contractor to repair the damage or may cause its repair by others. If the utility was marked or if the Contractor had failed to request a mark out, repair shall be at the Contractor's expense. If the cost thereof has not been paid by the Contractor within thirty (30) Calendar Days after billing, the Owner, upon application of the utility, may retain an amount sufficient to cover the cost from any monies due or that become due the Contractor.

When alterations to any utilities are not occasioned, in the opinion of the Engineer, by the essential requirements of the Project, but are performed largely for the convenience of the Contractor, then the cost of such alterations shall be borne by the Contractor. When such alterations are, in the opinion of the Engineer, essential for carrying out the Work as planned, the cost thereof shall be borne by the Owner or by the owner of the utility in accordance with applicable laws, regulations, precedent, custom or such special agreements to which the Owner may be a party.

SECTION 11.4: SUBMITTALS

- 11.4.1 SUBMISSION SCHEDULE.** Prior to issuance of a Notice to Proceed in accordance with **ARTICLE 7: NOTICE TO PROCEED**, or prior to such other date acceptable to the Engineer, the Contractor shall submit for review and approval by the Engineer, a schedule for all anticipated Submittals indicating anticipated submission dates and review periods for the entire Project duration. The Contractor shall monitor this schedule during the Project and submit additions or revisions for approval by the Engineer if and as required.
- 11.4.2 CONTRACTOR SUBMITTAL REVIEW.** Before submission, the Contractor shall have determined and verified all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information. The Contractor's submissions shall include any necessary design calculations, details, illustrations, material identifications, brochures, catalog cuts or other information necessary to construct the Work as specified in the Contract Documents. Unless identified as a proposed substitution, the Contractor's submission shall not include a change in the Plans, details or Specifications without specifically identifying such change. Each submittal shall bear a title block or stamp and signature certifying that the Contractor has satisfied its obligations under the Contract Documents with respect to the Contractor's review and approval of the submittal.
- 11.4.3 REQUIRING DESIGN OR ENGINEERING JUDGMENT.** When working drawings, or any other submission which requires design or the exercise of engineering judgment, are specified or required, the Contractor's submission shall be prepared by a professional engineer, competent in the pertinent area of practice and holding a professional engineering license in the State of New Jersey. The submission shall include the professional engineer's signature and seal and, unless otherwise provided in the Special Provisions, the submission shall conform to New Jersey Department of Transportation's design manuals and standards for the Work and shall include design calculations with pertinent code references.

11.4.4 SUFFICIENT COPIES. The Contractor shall submit, with reasonable promptness and in an orderly sequence as to cause no delay in its own Work or that of any Subcontractor, sufficient copies of all Submittals as directed by the Engineer.

11.4.5 ENGINEER'S REVIEW. The Engineer's review of Submittals shall only be to assess general layout, conformance to the design concept of the Project and compliance with the general requirements of the Contract Documents. The Contractor and any professional who prepares, or assists the Contractor to prepare, shop, setting or working drawings or other submissions shall be fully responsible for the completeness and accuracy of the submission as well as fully responsible to confirm the suitability of the submission in consideration of the Contractor's obligation to construct the work as specified in the Contract Documents and in accord with applicable laws, codes and regulations or requirements of other agencies having jurisdiction. The Contractor also assumes responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has, in writing, specifically called the Engineer's attention to such deviations at the time of submission and has received the Engineer's written approval of such deviations.

Although the Engineer's review of submissions is normally limited to general layout, conformance to the design concept of the Project and compliance with the general requirements of the Contract Documents, the Owner may, but is not obligated to, cause the Engineer to perform a more detailed review for the purpose of giving the Owner greater confidence that the Owner will conform to the Contract Documents. Such more detailed review, if performed, does not relieve the Contractor nor any professional employed by the Contractor from full and complete responsibility for all submissions nor is such review performed for the benefit of the Contractor, or any vendor, supplier, subcontractor or agent of the Contractor, or any professional employed by the Contractor, or anyone other than the Owner.

11.4.6 ENGINEER'S ACTION. The Engineer's action on submissions shall generally be one of the following:

- a) **NO EXCEPTION TAKEN** – Indicating that the Engineer, while performing the limited scope of review required, did not note any deviations related to general layout or design concept of the Project or the general requirements of the Contract Documents.
- b) **EXCEPTION TAKEN AS NOTED** – Indicating that the Engineer, while performing the limited scope of review required, did note deviations. It is left to the Contractor to note the Engineer's observations and take action to eliminate such deviations. The Contractor may be required to acknowledge the Engineer's observations in writing.
- c) **REVISE AS NOTED/RESUBMIT FOR REVIEW** – Indicating that the Engineer, while performing the limited scope of review required, noted material deviations or omissions which require that the Submittal be revised as noted and resubmitted for review.
- d) **REJECTED/RESUBMIT AS SPECIFIED** – Indicating that the Engineer, while performing the limited scope of review required, found the Submittal to be unacceptable with significant deviations related to general layout, the design concept of the Project or the general requirements of the Contract Documents. The Contractor must expeditiously prepare a new submission eliminating the significant deviations.
- e) **SUBMITTAL NOT REQUESTED OR NO ACTION REQUIRED** – Returned without being reviewed. A file copy may be retained by the Engineer.

The Contractor shall only perform the Work of the Project consistent with all Submittals subject to any action taken on those submissions by the Engineer.

ARTICLE 12: INSPECTION AND TESTING PROCEDURES

SECTION 12.1: INSPECTION REQUIRED

- 12.1.1** The Owner contemplates and will require, and the Contractor agrees to, general inspection of the Work by the Owner, the Engineer or their representatives. Such inspection may include, but is not limited to, all Work installed and materials furnished, delivered or intended to be used in the Work and including their manufacture, fabrication, installation and testing.
- 12.1.2** The Engineer's services during the construction phase are intended to provide the Owner a greater degree of confidence that the completed Work of the Contractor will conform in general to the approved plans and related documents. The Engineer will endeavor to observe the progress and quality of the executed Work of the Contractor and determine in general if such work is proceeding in accordance with the requirements of the Project. The Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. The Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or the safety precautions and programs incident to the Work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the Work. Accordingly, the Engineer neither guarantees the performance of any Contractor nor assumes any responsibility for any Contractor's failure to furnish and perform its Work in accordance with the Contract Documents.
- 12.1.3 ACCESS TO THE WORK.**
- (A)** The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the Work is performed in accordance with the requirements and intent of the Contract Documents.
- (B)** The Owner or the Engineer shall have the right to inspect all Work done and all materials furnished either in the field or at the point of manufacture. The Contractor shall furnish or cause to be furnished to the Engineer safe access at all times to the places where preparation, fabrication or manufacture of materials and/or construction of the Work is in progress.
- 12.1.4 COVERING UNINSPECTED WORK.** If any of the Work is buried, covered or otherwise concealed prior to inspection or otherwise contrary to the orders and direction of the Engineer and such Work is not subject to testing and approval by any acceptable alternate method, it must, if required by the Engineer, be uncovered for examination. Such testing and / or uncovering and all necessary restoration, regardless of the final acceptability of the Work uncovered, shall be at the expense of the Contractor.
- 12.1.5 UNCOVERING COMPLETED WORK.** The Engineer, with the approval of the Owner, may order the uncovering of any completed portion of the Work at any time prior to acceptance regardless of the degree of inspection initially provided and regardless of any prior approvals. If such uncovered Work is found to be in accordance with the Contract Documents, then all expenses involved in the uncovering, examination, testing and restoration shall be borne by the Owner. If such uncovered Work does not meet the requirements of the Contract Documents, then all expenses involved, including the correction of all deficiencies in the Work, shall be borne by the Contractor.

SECTION 12.2: INSPECTORS

- 12.2.1 INSPECTORS.** The Work shall be conducted under the general inspection of the Engineer who may be assisted by such Inspectors as the Owner and the Engineer may agree to employ.

Inspectors are stationed on the Site of Work to represent the Engineer and to observe and report to the Engineer concerning the progress of the Work and the quality of workmanship and materials being furnished. Such Inspectors shall inform the Engineer and the Contractor when it appears that the Work being performed and/or the materials being furnished do not conform to the requirements of the Contract Documents. Such

inspection, if provided, shall not relieve the Contractor of the basic responsibility to furnish materials and perform the Work in complete accordance with the requirements of the Contract Documents.

The Inspector may not order extra or additional work, revoke, alter, enlarge, relax or release any requirements of the Contract Documents or issue instructions contrary to the Contract Documents unless authorized by the Engineer.

12.2.2 DISPUTES. If disputes arise between the Inspector and the Contractor relating to the acceptability of the Work, the Inspector is authorized to reject the Work involved and to notify the Contractor that further work on the portions of the Project involved is unauthorized and subject to non-payment until the question at issue can be referred to and decided by the Engineer.

SECTION 12.3: TESTING MATERIALS

12.3.1 Except as may be provided elsewhere, tests or analyses of materials which are usually tested after delivery to the Site.

12.3.2 If the Engineer orders sampling and analyses or tests of materials which are usually accepted by certification of the manufacturer, but which appear defective or non-conforming to the requirements of the Specifications, the Contractor shall take such action to prove the materials are sound and conforming.

SECTION 12.4: CERTIFICATES OF MANUFACTURER

For raw or manufactured materials or products which are normally tested in the shop by the manufacturer, the Contractor shall furnish the Engineer three (3) copies of certified records of physical, chemical and other pertinent tests, and/or certified statements from the manufacturer that the materials have been manufactured and tested in conformity with the Specification. Where such a small quantity of material is required as to make physical tests or chemical analyses impractical, a certificate from the manufacturer stating the results of such tests or analyses of similar materials which were concurrently produced, may, at the discretion of the Engineer, be considered as the basis for the acceptance of such materials.

ARTICLE 13: MISCELLANEOUS PROVISIONS

SECTION 13.1: LIENS AND CHATTEL MORTGAGES

In case any lien, stop notice or claim for the Work, labor or materials, done, performed or delivered and used in the prosecution of the Work, shall be filed with the Owner, then the Owner may retain from any monies due to the Contractor, a sum equal to the amount of such claims or notice, until such time as the Contractor shall furnish a receipt or release therefrom or thereof. The Contractor warrants that the Contractor has good title to all materials and supplies used by the Contractor in the Work.

SECTION 13.2: RIGHT OF OWNERSHIP

Nothing in these Specifications or in the Contract shall be considered as vesting in the Contractor any right of property in materials used, after they shall have been attached or affixed to the Work or the soil, but all such materials shall, upon being so attached or affixed, become the property of the Owner.

SECTION 13.3: PATENTS, ROYALTIES, AND LICENSES

As part of the Contractor's obligation, hereunder and without any additional compensation, the Contractor shall pay for all patent fees, licenses or royalties required with respect to the work, and will fully indemnify the Owner, the Engineer and their respective agents, and employees for any loss on account of infringement of any patent rights unless, prior to the Contractor's use in the Work of a particular process or a product of a particular manufacturer, the Contractor will notify the Owner in writing that such process or product is an infringement of a patent.

SECTION 13.4: CLAIMS AND PROTESTS

If the Contractor considers any required Work to be outside the requirements of the Contract or considers any record or ruling of the Inspectors or Engineer as unfair, the Contractor shall ask for a written instruction or decision immediately and should then file a written protest with the Owner and the Engineer against the same within five (5) Working Days of the incident or decision or the Contractor shall be considered as having accepted the record or ruling, and shall, therefore, forfeit any claim to future compensation in any form on account of such order or decision. The Contractor may not suspend the Work while a claim or protest is pending.

SPECIAL PROVISIONS

This Section is related to ARTICLE 4: BID PACKET INSTRUCTIONS.

THE OWNER

NAME: The Borough of Fanwood
ADDRESS: 75 North Martine Avenue, Fanwood, New Jersey 07023
CONTACT: Antonios Panagopoulos, PE,
TELEPHONE: 908-322-8236 x400 FAX: 908-322-7178
EMAIL: apanagopoulos@fanwoodnj.org

THE ENGINEER

The following is added to the definition of "ENGINEER":

NAME: Antonios Panagopoulos
ADDRESS: 75 North Martine Avenue, Fanwood, NJ 07023
CONTACT: Antonios Panagopoulos
TELEPHONE: 908-322-8236 x-400 FAX: 908-322-7178
EMAIL: apanagopoulos@fanwoodnj.org

PERMITS TO BE SECURED BY THE CONTRACTOR

This Section is related to ARTICLE 4: BID PACKET INSTRUCTIONS.

The following permits are pending or have been obtained by the Owner for the construction of this Project:

<u>PERMIT</u>	<u>STATUS</u>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Copies of these permits are on file in the office of the Engineer and may be examined by prospective Bidders during normal business hours. The Bidder shall be aware of all conditions of the listed permits and shall include all the costs of complying therewith in the unit bid prices for the various items scheduled in the Bid Proposal.

The disposal location for any material resulting from construction operations, including Clearing Site and Roadway Excavation, must have all necessary permits and approvals pursuant to any regulations of the State of New Jersey or any other agency having jurisdiction concerning disposal of material.

If pending permits have not been obtained within ninety (90) Calendar Days after the date of the Notice of Award and the absence of such permits, in the opinion of the Engineer, reasonably prevents the successful Bidder from proceeding in an efficient manner, the Owner will grant an extension of time equivalent to the Calendar Days required to obtain the permits. No additional compensation related to any delay in obtaining pending permits will be allowed. If all the permits are not obtained within ninety (90) Calendar Days of the date of the Notice of Award, the Contract may, at the request of either the Contractor or the Owner, be terminated.

The following permits must be obtained by the Contractor, and the Contractor shall pay for all application and related costs:

<u>AGENCY</u>	<u>PERMIT DESCRIPTION</u>
<u>FANWOOD BUILDING DEPARTMENT</u>	<u>ELECTRICAL PERMIT</u>
<hr/>	<hr/>
<hr/>	<hr/>

TIME ALLOWED AND SUBSTANTIAL COMPLETION

The following changes are related to **SECTION 6.2: TIME ALLOWED AND SUBSTANTIAL COMPLETION :**

- 1)** All Work stipulated in the Contract shall be fully completed within thirty (30) days of the Notice to Proceed. The work can only be done in July or August.

INSURANCE

The following language is related to **SUBSECTION 6.3.1 INSURANCE :**

- (A.)** Project Insurance Level shall be: B.

- (B.)** In addition to the Owner and Engineer, New Jersey Transit be named as an Additional Insured.

DAMAGES

The following is related to **SUBSECTION 6.6.3 DAMAGES - PARAGRAPH (D.) LIQUIDATED DAMAGES FOR NON-COMPLETION:**

<u>CONTRACT AMOUNT</u>	<u>CHARGE</u> <i>Per Calendar Day</i>
Up to \$100,000	\$500/C.D.
Up to \$1,000,000	\$1,000/C.D.
Up to \$2,000,000	\$1,500/C.D.
Up to \$5,000,000	\$2,000/C.D.
Over \$5,000,000	\$3,000/C.D.

STARTING PLACE.

The following language is related to **SUBSECTION 11.1.2 STARTING PLACE:**

The Work shall begin with the Lighting work and will be phased as follows:

1. IF THE WORK IS TO BE DONE DURING THE WEEK, ONLY HALF THE LOT MAY BE CLOSED AT TIME. THE OTHER HALF SHALL BE FULLY FUNCTIONAL.
2. IF THE WORK IS DONE AT NIGHT, THE LOT MAY BE CLOSED FROM 8PM UNTIL 5AM
3. IF THE WORK WILL BE DONE OVER THE WEEKEND, THE LOT MAY BE CLOSED FROM 8PM FRIDAY UNTIL 5AM MONDAY

MAINTENANCE AND PROTECTION OF TRAFFIC

The following language is related to **SUBSECTION 11.3.2 MAINTENANCE AND PROTECTION OF TRAFFIC:**

- 1) Uniformed Law Enforcement Officers (Police Traffic Directors) will not be required on this Project.
- 2) The Contractor is responsible to provide all traffic control required by the Contract Documents except those services furnished by Police Traffic Directors. The Contractor shall include in the various items scheduled in the Bid Proposal, all costs of traffic control required by the Contractor's operations except to the extent that the traffic control will be provided by Police Traffic Directors assigned by the Owner.
- 3) The Owner has designated the following individual(s) as the person(s) responsible for determining when and where Uniformed Law Enforcement Officers (Police Traffic Directors) shall be required:

Lt. Dan Kranz

NAME: _____

Lieutenant, Chief Law Enforcement Officer

TITLE: _____

Fanwood Police Department, 75 North Martine Avenue, Fanwood, NJ 07023

ADDRESS: _____

908-322-5000

TELEPHONE: _____ **FAX:** _____

dkranz@fanwoodnj.org

EMAIL: _____

PUBLIC UTILITIES - SUBSURFACE STRUCTURES

The following language is related to **SUBSECTION 11.3.7 PUBLIC UTILITIES - SUBSURFACE STRUCTURES:**

The known utility owners who may be affected by the Project are:

Water:	NJ American Water 1341 North Avenue Plainfield, NJ 07061 908-791-3464	Sewer:	Borough of Fanwood 75 North Martine Avenue Fanwood, NJ 07023 Clint Dickson 908-322-7404
Gas:	Elizabethtown Gas Co. 520 Green Lane Union, NJ 07083 Greg Balint 908-662-8321	Others:	
Electric:	PSE&G 80 Park Plaza, T-12 Newark, NJ 07102		
Telephone:	Verizon 445 Georges Road North Brunswick, NJ 08902		
Cable TV:	Comcast Communications 73 Rock Avenue Plainfield, NJ 07063		

FORMS

BID PACKET

FOR:

SOUTH AVENUE TRAIN STATION PARKING LOT IMPROVEMENTS PROJECT

BY:

(Bidder Name)

(Bidder Address)

(Bidder Phone Number)

(Bidder Alternative Phone Number)

(Bidder Fax Number)

(Bidder Federal I.D. # or S.S. #)

(Bidder Email Address)

(Name of Bidder's Authorized Representative)

TO:

BID SUBMISSION CHECKLIST

(Pursuant to N.J.S.A. 40A:11-23.1)

SOUTH AVENUE TRAIN STATION PARKING LOT IMPROVEMENTS PROJECT

(Bidder Name)

Bidder is to initial next to each document provided in its Bid Packet. Items 1 through 14 below are to be provided in the Bid Packet. Owner requests that Bidder also submit Items A through D in its Bid Packet. If any of the Items A through D are not included in the Bid Packet, they shall be provided prior to contract award; provided with respect to the Public Works Contractor Certificate only those documents required pursuant to N.J.S.A. 34:11-56.55 are required to be submitted prior to contract award.

<u>DESCRIPTION OF DOCUMENTS TO BE SUBMITTED IN BID PACKET</u>	<u>BIDDER'S INITIALS</u>
1. BID SUBMISSION CHECKLIST pursuant to <u>N.J.S.A. 40A:11-23.1</u> (this document)	_____
2. BID PROPOSAL	_____
3. ACKNOWLEDGMENT OF RECEIPT OF ADDENDA pursuant to <u>N.J.S.A. 40A:11-23.2</u>	_____
4. OWNERSHIP DISCLOSURE pursuant to <u>N.J.S.A. 52:25-24.2</u> and <u>N.J.S.A. 40A:11-23.2</u>	_____
5. BID BOND AND SECURITY pursuant to <u>N.J.S.A. 40A:11-23.2</u>	_____
6. CONSENT OF SURETY pursuant to <u>N.J.S.A. 40A:11-23.2</u>	_____
7. SUBCONTRACTOR IDENTIFICATION pursuant to <u>N.J.S.A. 40A:11-23.2</u> and <u>N.J.S.A. 40A:11-16</u> (if applicable scope of work)	_____
8. STATEMENT OF EXPERIENCE AND QUALIFICATIONS (on the forms provided)	_____
9. BID PACKET CERTIFICATION (completed and signed by appropriate authorized representative(s) of Bidder and notarized by Notary Public)	_____
10. NON-COLLUSION AFFIDAVIT pursuant to <u>N.J.S.A. 52:34-15</u>	_____
11. PREVAILING WAGE COMPLIANCE DECLARATION pursuant to <u>N.J.S.A. 34:11-56.25 et seq.</u>	_____
12. EQUIPMENT CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-20</u>	_____
13. BIDDER'S ACKNOWLEDGMENT	_____
14. AMERICAN PRODUCTS CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-18</u>	_____

DESCRIPTION OF DOCUMENTS TO BE PROVIDED PRIOR TO CONTRACT AWARD

A. PUBLIC WORKS CONTRACTOR CERTIFICATE - *Owner is requesting the submission of the Public Works Contractor Certificate of Bidder and the named Subcontractors in the Bid Packets. Pursuant to N.J.S.A. 34:11-56.55, the Public Works Contractor Certificates of the named Subcontractors are required to be submitted prior to contract award.*

B. BUSINESS REGISTRATION CERTIFICATE *pursuant to N.J.S.A. 52:32-44. Owner is requesting the submission of the Business Registration Certificate of Bidder and the named Subcontractors in the Bid Packets. If not provided in the Bid Packets, they must be submitted prior to contract award.*

C. DISCLOSURE OF ELECTION CONTRIBUTIONS *pursuant to N.J.S.A. 19:44A-20.27*

D. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN *pursuant to N.J.S.A. 40A:11-2.1*

BID PROPOSAL

SOUTH AVENUE TRAIN STATION PARKING LOT IMPROVEMENTS PROJECT

(Bidder Name)

BASE BID

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>BID QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE BID</u>	<u>BID AMOUNT</u>
1.	CLEARING SITE	1	LS	\$	\$
2.	INLET FILTER	15	UNIT	\$	\$
3.	BREAKAWAY BARRICADES	4	UNIT	\$	\$
4.	DRUM	8	UNIT	\$	\$
5.	TRAFFIC CONE	20	UNIT	\$	\$
6.	CONSTRUCTION SIGNS	36	SF	\$	\$
7.	FUEL PRICE ADJUSTMENT	250	DOLLAR	\$	\$
8.	ASPHALT PRICE ADJUSTMENT	250	DOLLAR	\$	\$
9.	HMA MILLING, UP TO 3"	7750	SY	\$	\$
10.	HMA MILLING, 3" to 6"	500	SY	\$	\$
11.	POLYMERIZED JOINT ADHESIVE	2100	LF	\$	\$
12.	TACK COAT	800	GAL	\$	\$
13.	HOT MIX ASPHALT 9.5M64, SURFACE COURSE, 2" THICK	1100	TON	\$	\$
14.	HOT MIX ASPHALT 19M64, BASE COURSE, 4" THICK	125	TON	\$	\$
15.	RECONSTRUCTED INLET, USING EXISTING CASTING	3	UNIT	\$	\$
16.	BICYCLE SAFE GRATE	2	UNIT	\$	\$
17.	GRANITE BLOCK CURB	100	LF	\$	\$
18.	CONCRETE SIDEWALK, 6" THICK, REINFORCED	5	SY	\$	\$
19.	TRAFFIC MARKINGS, LINES, 4" WIDE, THERMOPLASTIC	5000	LF	\$	\$
20.	TRAFFIC MARKINGS, LINES, 6" WIDE, THERMOPLASTIC	900	LF	\$	\$
21.	TRAFFIC MARKINGS, LINES, 24" WIDE, THERMOPLASTIC	40	LF	\$	\$
22.	TRAFFIC MARKINGS, SYMBOLS, THERMOPLASTIC	840	SF	\$	\$
23.	CONDUIT, 2" PVC AND WIRING	120	LF	\$	\$

(SEE NEXT PAGE) 24. LIGHT FIXTURE, INCLUDING POLE, 2 LED HEADS, WIRING, ETC., COMPLETE AND IN PLACE	1	LS	\$	\$
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TOTAL BID AMOUNT (Items 1 through 24): \$ _____

WRITE TOTAL BID AMOUNT (Items 1 through 24): _____

ADD ALTERNATE OR DEDUCT - 1

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>BID QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE BID</u>	<u>BID AMOUNT</u>
A-1.	MILLING, PAVING AND STRIPING TO BE COMPLETED AT NIGHT OR OVER THE WEEKEND	1	LS	\$	\$

TOTAL ALTERNATE COST OR CREDIT BID AMOUNT (Item A-1): \$ _____

WRITE TOTAL ALTERNATE COST OR CREDIT BID AMOUNT (Item A-1): _____

NOTE: This is a unit price bid. The unit price provided for each item is representative of the Bidder's intent. The total bid amount is the correct sum of the unit price bid multiplied by the bid quantity. Errors by the Bidder in determining the bid amount for an item or the correct total bid amount or in expressing the correct total bid amount in words will be corrected by the Engineer or the Owner.

By initialing here, the Bidder hereby represents and warrants that the above **BID PROPOSAL** is complete and accurate: _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

(Pursuant to N.J.S.A. 40A:11-23.2)

SOUTH AVENUE TRAIN STATION PARKING LOT IMPROVEMENTS PROJECT

(Bidder Name)

Bidders must complete this **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA** below and submit along with Bid Packets.

<u>ADDENDA NUMBER</u>	<u>DATED</u>	<u>TITLE OR DESCRIPTION</u>	<u>BIDDER'S INITIALS</u>
_____	____ / ____ / ____	_____	_____
_____	____ / ____ / ____	_____	_____
_____	____ / ____ / ____	_____	_____
_____	____ / ____ / ____	_____	_____
_____	____ / ____ / ____	_____	_____

No Addendum received: _____

By initialing here, the Bidder hereby represents and warrants that the above **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA** is complete and accurate: _____

BUSINESS REGISTRATION CERTIFICATE

(Pursuant to N.J.S.A. 52:32-44)

SOUTH AVENUE TRAIN STATION PARKING LOT IMPROVEMENTS PROJECT

(Bidder Name)

1. Pursuant to N.J.S.A. 52:32-44, Owner is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of Treasury.
2. Prior to contract award or authorization, the Contractor shall provide the Owner with its proof of business registration and that of any named Subcontractor(s).
3. Subcontractors named in a bid or other proposal shall provide proof of business registration to the Contractor, who in turn, shall provide it to the Owner prior to the time a contract, purchase order, or other contracting document is awarded or authorized.
4. During the course of contract performance,
 - a. The Contractor shall not enter into a contract with a Subcontractor unless the Subcontractor first provides the Contractor with a valid proof of business registration.
 - b. The Contractor shall maintain and submit to the Owner a list of Subcontractors and their addresses that may be updated from time to time.
 - c. The Contractor and any Subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.html>
5. Before final payment is made under the Contract, the Contractor shall submit to the Owner a complete and accurate list of all Subcontractors used and their addresses.
6. Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.
7. **Emergency Purchases or Contracts:** For purchases of an emergent nature, the Contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **BUSINESS REGISTRATION CERTIFICATE:**

PUBLIC WORKS CONTRACTOR CERTIFICATE

(Pursuant to N.J.S.A. 34:11-56.48 et seq.)

SOUTH AVENUE TRAIN STATION PARKING LOT IMPROVEMENTS PROJECT

(Bidder Name)

Pursuant to New Jersey Public Works Contractor Registration Act (PWCRA), all Bidders and Subcontractors must be registered with the Department of Labor and Workplace Development at the time the Bid Packets are received. Failure to register accordingly shall render the Bid Packet to be non-responsive. Owner requests that Bidder, along with its Bid Packet, submit to the Owner the **PUBLIC WORKS CONTRACTOR CERTIFICATES** of registration for the Bidder and all Subcontractors identified in the Bid Packet. The **PUBLIC WORKS CONTRACTOR CERTIFICATES** for all named Subcontractors must be provided prior to contract award. Applications for registration shall not be accepted as substitutes for a certificate of registration for the purposes of this section. Any non-listed Subcontractor must provide certificates of registration from the Department of Labor and Workplace Development prior to physically starting the work on the Project.

*By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **PUBLIC WORKS CONTRACTOR CERTIFICATE**:* _____

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

SOUTH AVENUE TRAIN STATION PARKING LOT IMPROVEMENTS PROJECT

(Bidder Name)

PART I - Please check the appropriate box below:

- | | |
|---|--|
| <input type="checkbox"/> Sole Partnership (skip Parts II and III, execute certification in Part IV) | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Non-Profit Corporation (skip Parts II and III, execute certification in Part IV) | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> For Profit Corporation (any type) | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Limited Liability Company (LLC) | |
| <input type="checkbox"/> Other (be specific): _____ | |

PART II - Please check the appropriate box below:

- The list below contains the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock, of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein, or of all members in the limited liability company who own a ten percent (10%) or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION.)

- OR -

- No one stockholder in the corporation owns ten percent (10%) or more of its stock, of any class, or no individual partner in the partnership owns a ten percent (10%) or greater interest therein, or no member in the limited liability company owns a ten percent (10%) or greater interest therein, as the case may be. (SKIP TO PART IV.)

**FULL NAME OF INDIVIDUAL
OR BUSINESS ENTITY**

**ADDRESS OF INDIVIDUAL
OR BUSINESS ENTITY**

1.	_____	_____
	_____	_____
2.	_____	_____
	_____	_____
3.	_____	_____
	_____	_____

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

SOUTH AVENUE TRAIN STATION PARKING LOT IMPROVEMENTS PROJECT

(Bidder Name)

PART III – DISCLOSURE OF TEN PERCENT (10%) OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS, OR LLC MEMBERS LISTED IN PART II

If a Bidder has a direct or indirect parent entity which is publicly traded, and any person holds a ten percent (10%) or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a ten percent (10%) or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

WEBSITE (<i>URL</i>) CONTAINING THE LAST ANNUAL SEC (<i>OR FOREIGN EQUIVALENT</i>) FILING	PAGE #S

Please list the names and addresses of each stockholder, partner or member owning a ten percent (10%) or greater interest in any corresponding corporation, partnership, and / or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities identified above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent (10%) ownership criteria established to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

STOCKHOLDER / PARTNER / MEMBER AND CORRESPONDING ENTITY LISTED IN PART II	HOME ADDRESS (FOR INDIVIDUALS) OR BUSINESS ADDRESS

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

SOUTH AVENUE TRAIN STATION PARKING LOT IMPROVEMENTS PROJECT

(Bidder Name)

PART IV – CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the Bidder; that the Owner is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Owner to notify the Owner and Engineer in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Owner, permitting the Owner to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (*Print*): _____ Title: _____

Signature: _____ Date: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(Pursuant to N.J.S.A. 40A:11-2.1)

SOUTH AVENUE TRAIN STATION PARKING LOT IMPROVEMENTS PROJECT

(Bidder Name)

PART I - BIDDERS ARE TO COMPLETE PART I BY CHECKING EITHER OF THE BOXES BELOW.

Pursuant to N.J.S.A. 52:32-58, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at: <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he or she shall take action as may be appropriate and provided by law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX BELOW:

- I certify, pursuant to N.J.S.A. 52:32-55 et al., that neither the Bidder listed above nor any of the Bidder's parents, subsidiaries, or affiliates are listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to N.J.S.A. 52:32-55 et al. ("Chapter 25 List"). I further certify that I am the Bidder's Authorized Representative and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below:

- OR -

- I am unable to certify as above because the BIDDER and/or one of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.

PART II - Bidders are to provide a detailed, accurate and precise description of the activities of the bidding person and/or entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below:

Entry #1 (If necessary, attach additional sheets in the format below.)

Name: _____ Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder Contact Name: _____ Contact Phone Number: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(CONTINUED)

SOUTH AVENUE TRAIN STATION PARKING LOT IMPROVEMENTS PROJECT

(Bidder Name)

PART III - Certification:

I, being duly sworn upon my oath, hereby represent and state the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey and the Owner of the Project are relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State of New Jersey and the Owner to notify the State of New Jersey and the Owner in writing of any changes to the answers of information contained herein. I acknowledge that I am aware of that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and/or the Owner and that the State and / or Owner at its option may declare any contract(s) resulting from this certification void and unenforceable.

BY:

(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

(Print or Type)

TITLE:

DISCLOSURE OF ELECTION CONTRIBUTIONS

(Pursuant to N.J.S.A. 19:44A-20.27)

SOUTH AVENUE TRAIN STATION PARKING LOT IMPROVEMENTS PROJECT

(Bidder Name)

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (*ELEC*) when they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary.

1. Please check the appropriate box below:

- Bidder has attached a true copy of its annual report of election contributions pursuant to N.J.S.A. 19:44A-20.27;

- OR -

- Bidder has not made any election contributions during the past twelve (12) months that require reporting under N.J.S.A. 19:44A-20.27.

NOTE: Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

By initialing here, the Bidder hereby certifies that the information submitted by Bidder in regards to this **DISCLOSURE OF ELECTION CONTRIBUTIONS** is complete and accurate:

BID BOND

(Pursuant to N.J.S.A. 40A:11-21)

Bidders are required to submit, along with Bid Packets, a BID BOND in substantially the following form.

KNOW ALL MEN BY THESE PRESENTS, that the Bidder, _____,
(Bidder Name)

located at _____, (hereinafter called the "Principal"), and
(Bidder Address)

_____, located at _____,
(Surety Name)

_____, (hereinafter called the "Surety"), are hereby and firmly bound
(Surety Address)

onto _____, as Owner, in the penal sum of

_____ (\$ _____)
(10% of Bid Amount or \$20,000 [in words]) (10% of Bid Amount or \$20,000 [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a certain Bid Packet, attached hereto, and hereby made a part hereof, to enter into an Agreement in writing for the following Project:

NOW, THEREFORE, if said Bid Packet shall be (i) rejected; OR (ii) accepted and the Principal shall execute and deliver a Contract in the form of Contract provided (properly completed in accordance with said Bid Packet) and shall furnish a Performance and Payment Bonds for its faithful performance of said Agreement, and shall in all other respects perform the Contract created by the acceptance of the said Bid Packet; Then this obligation shall be void, otherwise the same shall remain in force, and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such Bid Packet; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, said Surety has caused this Bid Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____ of the month of _____
(Date)
_____ in the year of 20 _____ .
(Month) (Year)

BY: _____
(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

CONSENT OF SURETY

(Pursuant to N.J.S.A. 40A:11-22)

*Bidders are required to submit, along with Bid Packets, a **CONSENT OF SURETY** in substantially the following form.*

The _____ located at
(Surety Name)

_____, a corporation organized under the laws of the State of
(Surety Address)

_____ and authorized to do business in New Jersey, consents and agrees that if the Contract for the
(State)

_____, located in the

_____, is awarded to _____, the
(Bidder Name)

undersigned Corporation shall execute the Performance and Payment Bonds as required by the Contract Documents and will become Surety in the full amounts set forth in the Contract Documents for the faithful performance of all obligations of the Bidder. The total of the Performance and Payment Bonds shall be:

\$ _____ . The said Surety hereby stipulates and agrees that no modifications,
(Bidder's Total Bid Amount)

omissions or additions in or to the terms of the said Contract or in or to the Plans or Specifications therefore shall in anywise affect the obligation of said Surety on its Bond.

IN WITNESS WHEREOF, said Surety has caused this Consent to be signed and attested by a duly authorized representative and its corporate seal to be affixed hereto this

_____ of _____, 20_____.
(Date) (Month) (Year)

BY: _____
(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

NON-COLLUSION AFFIDAVIT

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

I, _____, residing in _____
(Bidder's Authorized Representative Name) *(Municipality Name)*

In the County of _____ and the State of New Jersey, of full age, being duly sworn
(County Name)

according to law on my oath depose and say that:

I am _____ of the firm of _____
(Bidder's Authorized Representative Title) *(Bidder's Name)*

_____, the Bidder making this Bid Proposal for the Bid Packet entitled,

and that I executed all Bid Packet forms with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid Packet and in this Affidavit are true and correct, and made with full knowledge that the Owner relies upon the truth of the statements contained in said Bid Packet and in the statements contained in this Affidavit in awarding the Contract for 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 commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintain by

(Bidder's Name)

BY: _____
(Bidder's Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

EQUIPMENT CERTIFICATION

(Pursuant to N.J.S.A. 40A:11-20)

SOUTH AVENUE TRAIN STATION PARKING LOT IMPROVEMENTS PROJECT

(Bidder Name)

PART I - Please check the appropriate box below:

- A.) The Bidder, signing and submitting this Bid Packet, *OWNS, LEASES, OR CONTROLS* all of the necessary equipment required to complete the work shown and described in the Contract Documents, Plans and Specifications.

- OR -

- B.) The Bidder, signing and submitting the attached Bid Packet, *DOES NOT OWN OR LEASE* the equipment necessary to perform the work shown and described in the Contract Documents, Plans and Specifications.

PART II - *ONLY IF BIDDER SELECTED OPTION B IN PART I ABOVE*, the sources from which the equipment will be obtained are as follows*:

<u>NAME OF EQUIPMENT OWNER</u>	<u>ADDRESS</u>	<u>TELEPHONE NUMBER & EMAIL ADDRESS</u>
a. _____	_____	_____
	_____	_____
b. _____	_____	_____
	_____	_____
c. _____	_____	_____
	_____	_____

Before the award of the Contract, certificates from the owner or person in control of the equipment clearly granting the Bidder the control of the equipment requested by the Owner to verify the Bidder's capability to perform the Work of this Project.

NOTE: Attach additional sheets in the appropriate format, if necessary.

By initialing here, the Bidder hereby represents and warrants that the information provided in this **EQUIPMENT CERTIFICATION** is complete and accurate: _____

SUBCONTRACTOR IDENTIFICATION (Applicable only to
Construction, Alteration, or Repair of Public Building)

(Pursuant to N.J.S.A. 40A:11-16)

SOUTH AVENUE TRAIN STATION PARKING LOT IMPROVEMENTS PROJECT

(Bidder Name)

PART I – Pursuant to N.J.S.A. 40A:11-16 and N.J.S.A. 40A:11-23.2, all Bidders are required to identify the primary Subcontractors to be used for each of the categories of work below.

WORK

SUBCONTRACTOR

1. Plumbing and gas fitting
and all kindred work

Name: _____

Address: _____

License No.: _____ Expiration: _____

2. Steam and hot water
heating and ventilating
apparatus, steam power
plants and kindred work

Name: _____

Address: _____

License No.: _____ Expiration: _____

3. Electrical work

Name: _____

Address: _____

License No.: _____ Expiration: _____

4. Structural steel and
ornamental iron work

Name: _____

Address: _____

License No.: _____ Expiration: _____

NOTE: Attach additional sheets in the appropriate format, if necessary.

SUBCONTRACTOR IDENTIFICATION

(Pursuant to N.J.S.A. 40A:11-16)

SOUTH AVENUE TRAIN STATION PARKING LOT IMPROVEMENTS PROJECT

(Bidder Name)

PART II – In addition to this **SUBCONTRACTOR IDENTIFICATION**, each Bidder shall submit, along with its Bid Packet, the following:

- a.) Evidence of Consent of Surety for the full value of Bidder’s total bid amount including the value of all work performed by Subcontracts may be supplied by the Bidder on behalf of the Bidder and any or all Subcontractors, or by any combination thereof which results in the Consent of Surety equaling the total bid amount. If separate Consent of Surety will be submitted by any Subcontractor, the Bid shall be accompanied by a separate Consent of Surety in accordance with N.J.S.A. 40A:11-22.

Failure to submit the Evidence of Consent of Surety for all Subcontractors shall be cause to reject this Bid Packet.

Owner further requests that the Bidder submit along with its Bid Packet Evidence of Business Certificate Registration for all Subcontractors listed. If not provided with the Bid Packet, the Evidence of Business Certificate Registration of all Subcontractors listed must be provided prior to contract award.

*By initialing here, the Bidder hereby represents and warrants that the information provided in PART I and PART II are complete and accurate. Bidder also accepts and agrees to the terms and conditions of PART III of this **SUBCONTRACTOR IDENTIFICATION**;* _____

PREVAILING WAGE COMPLIANCE DECLARATION

(Pursuant to N.J.S.A. 34:11-56.25 et seq.)

SOUTH AVENUE TRAIN STATION PARKING LOT IMPROVEMENTS PROJECT

(Bidder Name)

The above named Bidder, located at _____ ,
(Bidder Address)

hereby certifies that any and all laborers employed by the Bidder and all its Subcontractors engaged in the work on the Project under this Bid Packet will be paid in full not less than prevailing wages for their respective crafts or trades as determined and computed by the New Jersey Commissioner of Labor and Workplace Development under N.J.S.A. 34:11-56.25 et seq. pertaining to prevailing wage rates.

Bidder is required to keep current records and retain all records for the Project for a period of five (5) years after the Project is complete.

The Owner of the Project will not consider any claims for additional compensation made by the Bidder because of payment by the Bidder of any wage rate in excess of the applicable rate contained in the Contract. All disputes in regard to payment of wages in excess of minimum wages shall be adjusted by the Bidder.

In the event it is found that any worker, employed by the Bidder or any subcontractor of Contractor, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the public body, the lessee to whom the public body is leasing a property or premises or the lessor from whom the public body is leasing or will be leasing a property or premises may terminate the Contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise.

The New Jersey Prevailing Wage Act, as per N.J.A.C. 12:60-1.4, will not be applicable to this Project if the Contract amount is below \$16,263.

By initialing here, the Bidder hereby accepts and agrees to the terms and conditions of the
PREVAILING WAGE COMPLIANCE DECLARATION: _____

BIDDER'S ACKNOWLEDGEMENT

SOUTH AVENUE TRAIN STATION PARKING LOT IMPROVEMENTS PROJECT

(Bidder Name)

I. SITE VISITATION.

All Bidders shall visit the Site of Work and examine the means of access to the Site in order to become familiar with local conditions that may in any manner affect the cost, progress or performance of the Work. Bidders shall make all investigations to become thoroughly informed as to the character and magnitude of all work involved in the complete execution of the Contract, including facilities for delivery and handling of material, obstructions, if any, and difficulties that may be encountered in the performance of the Work. All such examinations and investigations must be made prior to the submission of Bid Packets.

Submission of Bid Packet by a Bidder is a representation that the Bidder has visited the Site, has become familiar with the extent and requirements of the Work and the actual conditions with the requirements of the Contract Documents, and has affirmed that the Contract time specified is a reasonable period for performing the Work and completing the Project.

II. WORK CONDITIONS.

All Bidders must fully inform themselves as to the conditions under which the Work is to be performed. Failure to do so will not relieve the successful Bidder of its obligation to furnish all materials, labor, and equipment necessary to complete the Work as specified for the consideration set forth in the Bid Packet. These conditions shall include problems of construction, availability of labor and equipment, transportation and all else necessary to perform and complete the Project as specified herein.

Failure on the part of the Bidders to thoroughly acquaint themselves with all details of all Work to be performed under the Contract and the conditions under which it will be performed will not be considered as a valid excuse for claims of any kind after the award of the Contract.

III. COMPLIANCE & SAFETY.

All Bidders must become familiar with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Work. The successful Bidder shall be required to comply with the requirements of Federal, State and local laws governing the employment of labor, including, but not limited to those listed in **SECTION 3.5: STATUTORY AND OTHER REQUIREMENTS OF THE BID PACKET PROCEDURES**, laws pertaining to work hours and minimum wages as well as those regarding safety. The successful Bidder must be fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Workplace Development shall be adhered to on this Project and that the Bidder shall instruct his or her personnel to follow these regulations which include, but are not limited to, those concerning Trench Excavation, Competent Persons and Confined Space Regulations.

The Engineer shall not at any time supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's Work in progress, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work in accordance with the Contract Documents.

BIDDER'S ACKNOWLEDGEMENT (CONTINUED)

SOUTH AVENUE TRAIN STATION PARKING LOT IMPROVEMENTS PROJECT

(Bidder Name)

IV. PROJECT RESPONSIBILITIES.

All Bidders acknowledge that the Engineer will be responsible only for its activity and that of its employees and subconsultants on the Site of Work. Neither the professional activities of the Engineer nor the presence of the Engineer or its employees or subconsultants at a work site, shall relieve the successful Bidder (*hereinafter referred to as "Contractor"*) of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence techniques or procedures necessary for performing, superintending and coordinating the Contractor's Work in accordance with its applicable Contract Documents and any health and safety requirements of the Owner and regulatory agencies.

V. BID BOND FORFEIT.

Accompanying this Bid Packet is a Consent of Surety and a certified check, cashier's check or Bid Bond for a minimum of ten percent (10%) of the total bid amount but not greater than \$20,000.00 payable to the Owner which is agreed by the Bidder to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the Bidder, and the Bidder shall fail to execute the Contract for the Work within the stipulated time. Otherwise the Bid Bond shall be returned to the Bidder as specified in the Contract Documents.

By signing here, the Bidder hereby acknowledges and accepts the terms and conditions detailed above in this BIDDER'S ACKNOWLEDGEMENT :

BY:

(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

(Print or Type)

TITLE:

AMERICAN PRODUCTS CERTIFICATION

(Pursuant to N.J.S.A. 40A:11-18)

SOUTH AVENUE TRAIN STATION PARKING LOT IMPROVEMENTS PROJECT

(Bidder Name)

Pursuant to N.J.S.A. 40A:11-18, the goods and products provided under this Contract shall be only manufactured goods and farm products of the United States, wherever available.

The Bidder certifies that this Bid Packet reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the proposal solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the request for Bid Packets.

The Bidder certifies that all components contained in the solicitation for Bid Packets that are American-made have been so identified, and if this Bid Packet is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Owner of the U.S. production of each component so identified.

The Bidder certifies that for any component or components that are not American-made and are so identified in this Bid Packet, the Bidder has included in or attached to this Bid Packet one or both of the following as applicable:

- a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;

- OR -

- b. Verifiable documentation sufficient to the Owner or State, as required in the solicitation for Bid Packets or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the solicitation for Bid Packets, with assurance adequate for the Bidder under the applicable conditions stated in the solicitation for Bid Packets or otherwise.

The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this Bid Packet information, including, but not limited to, the verifiable documentation and a full description of the Bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver with respect to such component or components. The Bidder further agrees that, if this Bid Packet is accepted, it will assist the Owner and State in amending, supplementing, or further supporting such information as required by the Owner or State to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

By initialing here, the Bidder hereby certifies that the products included in this Project will meet the requirements of the **AMERICAN PRODUCTS CERTIFICATION**: _____

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

SOUTH AVENUE TRAIN STATION PARKING LOT IMPROVEMENTS PROJECT

(Bidder Name)

All Bidders must submit, along with Bid Packets, this Bidder's **STATEMENT OF EXPERIENCE AND QUALIFICATIONS** and all necessary attachments, in order to allow the Owner and Engineer the opportunity to evaluate Bidders.

1.) Date of Incorporation or Formation of bidding entity: _____

2.) State of Incorporation or Formation of bidding entity: _____

3.) Number of years engaged in the contracting business under your present firm or trading name: _____

4.) General character of work performed by company: _____

5.) Have you ever failed to complete any work awarded to your firm? If so, please explain the circumstances.

6.) Have you ever defaulted on a contract? If so, please explain the circumstances.

7.) In the past three (3) years, have there been any outstanding debts over 60 days to subcontractors or material and equipment suppliers for work in place of any of your contracts other than the maximum allowance of two percent (2%) for retainage? If so, how much and why?

8.) In the past three (3) years, have there been any liens placed on any projects attributed to your contract or have there been any attempts to have any liens placed on any projects attributed to your contract? If so, please explain the circumstances.

9.) Have all payments associated with past labor costs been paid in full to the proper authorities as required by law or agreements? If not, please explain the circumstances.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

(CONTINUED)

SOUTH AVENUE TRAIN STATION PARKING LOT IMPROVEMENTS PROJECT

(Bidder Name)

11.) Please provide the following information about all of your projects which are currently under construction:

<u>PROJECT NAME & ADDRESS</u>	<u>CONTACT PERSON & PHONE NUMBER</u>	<u>GROSS CONTRACT</u>	<u>ANTICIPATED COMPLETION DATE</u>
_____	_____	_____	_____
_____	_____	_____	_____
<hr/>			
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____
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BID PACKET CERTIFICATION

STATE OF NEW JERSEY
COUNTY OF _____

SS.

I, _____, residing in _____
(Authorized Representative Name) *(Municipality Name)*

In the County of _____ and the State of New Jersey, of full age, being duly sworn
(County Name)
according to law on my oath depose and say that:

I am _____ of the firm of _____
(Authorized Representative Title) *(Bidder Name)*

_____, the Bidder submitting this Bid Packet for the Project, entitled

I hereby certify that I am authorized to submit this Bid Packet on behalf of the Bidder and that the information contained in this Bid Packet is complete, true, and accurate. I further certify that the Bidder and all Subcontractors listed herein have sufficient means and experience to complete the Work in accordance with Contract Documents.

BY: _____
(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

This Bid Packet has been Sworn and Subscribed before me this

_____ Day of _____, 20 _____

NOTARY PUBLIC SEAL:

NOTARY
PUBLIC _____
(Notary Public Signature)

(Print or Type Name)

My Commission Expires _____

CONTRACT

THIS AGREEMENT made on the _____ of _____ 20, _____ by and between
(Day) (Month) (Year)

Hereinafter called the Owner, and

(Contractor's Name)

Hereinafter called the Contractor. The Owner and the Contractor may be referred to in this Agreement individually as a "Party" or collectively as the "Parties".

WITNESSETH, that the Owner and the Contractor, for the consideration hereinafter, agree as follows:

- I. **DEFINITIONS.** All terms in this Agreement shall have the same meanings as defined in **ARTICLE 1: DEFINITIONS** of the Contract Documents.
- II. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement and its Exhibits and Appendixes, the Procedures of the Contract (*including the Bid Packet Procedures, the Contract Procedures, and the Work Procedures*), the Forms of the Contract (*including the Bid Packet, the Contract, and the Special Provisions*), the Introduction, the Special Provisions, the Specifications, Submittals, Plans, Change Orders, Addenda, and Clarifications, all of which form the Contract Documents, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of this Agreement by the Bidder.
- III. **THE WORK.** The Contractor covenants and agrees to provide all necessary machinery, tools, and equipment and to fully execute the Work described in the Contract Documents which are hereby made a part of this Agreement as fully and with the same effect as if the same had been set forth in the body of this Agreement. The completion of the Work shall be in accordance with the provisions of the Contract Documents.
- IV. **CONTRACT SUM.** As per the Contractor's Bid Proposal and in accordance with the payment terms of the Contract Documents, the Owner shall pay the Contractor for said Work and materials, when completed and delivered, the Contract Sum of:

(Contract Sum)

- V. **SAFETY.** The Contractor must become familiar with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Work. The Contractor is required to comply with the requirements of Federal, State and local laws governing the employment of labor, laws pertaining to work hours and minimum wages as well as those regarding safety. The Contractor must be fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Workplace Development shall be adhered to on this Project and that the Contractor shall instruct its personnel to follow these regulations which include, but are not limited to, those concerning Trench Excavation, Competent Persons and Confined Space Regulations. The Contractor is solely responsible for its Work, the means, methods, techniques, sequences, and procedures of construction selected or used by the Contractor, for security or safety at the Site, and for safety precautions and programs incident to the Contractor's Work in progress.

- VI. INDEMNIFICATION.** The Contractor shall indemnify, defend and hold harmless the Owner, Engineer, and their respective officers, agents and employees from and against all claims, demands, liabilities, suits, losses, costs, and expenses of any kind which: a.) result from or are alleged to result from or arise out of the performance of the Contract and, b.) are attributable to bodily injury, sickness, disease, disability, or death, or to damage or destruction of the property, including the loss of use thereof. It is understood and agreed that this obligation is a broad form indemnification agreement requiring indemnification and assumption of defenses based upon claims, demands, liability, suits, losses, cost or expenses to the Work. Neither the indemnification nor the assumption of the defense obligation is dependent on the fault of the Contractor.
- VII. CONSEQUENTIAL DAMAGES.** In no event shall neither the Owner nor the Engineer be held liable, in contract or tort or otherwise, for any incidental, special, indirect, or consequential damages, including loss caused by delay, commercial loss, or lost profits and revenues or opportunities resulting from any service furnished by the Owner or Engineer under this Agreement.
- VIII. EXHIBITS.** The following mandatory contract submittals are attached hereto by the Contractor:
- **EXHIBIT I** – Insurance Certificate
 - **EXHIBIT II** – Performance Bond
 - **EXHIBIT III** – Payment Bond
 - **EXHIBIT IV** – Prevailing Wage Rate Table(s)
- IX. PREVAILING WAGES.** The New Jersey Prevailing Wage Act, as per N.J.A.C. 12:60-1.4, will not be applicable to this Project if the Contract amount is below \$16,263. If the New Jersey Prevailing Wage Act is applicable, the prevailing wage rates for each craft or trade or classification of all workers needed to perform this Contract are attached hereto as Exhibit IV, and workers shall not be paid less than such prevailing wage rate. In the event it is found that any worker, employed by the Contractor or any subcontractor of Contractor, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the public body, the lessee to whom the public body is leasing a property or premises or the lessor from whom the public body is leasing or will be leasing a property or premises may terminate the Contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise.
- X. DISCRIMINATION.** The Contractor shall comply with the requirements of referred to *Appendixes A, B, and C* regarding Mandatory Equal Opportunity Language attached hereto, as applicable.
- XI. DOCUMENT RETENTION AND AUDIT.** The Contractor shall maintain all documentation related to products, transactions, or services under this Contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- XII. CONTRACT EXECUTION.** This Contract may only be signed by:
1. If a Partnership, all General Partners;
 2. If a Corporation, the President and at least one other officer;
 3. If a Sole Proprietorship, the Proprietor;
 4. An authorized agent of the Contractor. In this case, evidence that the agent is authorized to bind the Contractor, in the form of a Power-of-Attorney or equivalent document, for the Partnership, Corporation or Sole Proprietorship must be provided.
- XIII. BINDING UPON EXECUTION.** This Contract shall be binding upon the Owner, its successors and assigns, and upon the Contractor, its successors and assigns or heirs, executors, and administrators.

IN WITNESS WHEREOF, the Owner and the Contractor have caused this Contract to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed.

Owner's Authorized Representative

BY: _____
(Authorized Representative's Signature)

CORPORATE SEAL:

NAME: _____

TITLE: _____

Contractor's Authorized Representative

BY: _____
(Authorized Representative's Signature)

CORPORATE SEAL:

NAME: _____

TITLE: _____

TITLE: _____

EXHIBIT I – INSURANCE CERTIFICATE

{CONTRACTOR'S INSURANCE CERTIFICATE ATTACHED}

EXHIBIT II - PERFORMANCE BOND

The Contractor is required to submit, along with the executed Contract, a Performance Bond in substantially the following form. A corporate acknowledgment and statement of authority must be attached by the Surety Company.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____ ,
(Contractor's Name)
located at _____ , (hereinafter called the "Principal"), and
(Contractor's Address)
_____, located at
(Surety Name)
_____, (hereinafter called the "Surety"), are hereby and firmly bound
(Surety Address)
onto _____ , as Owner, in the penal sum of
(\$ _____)
(100% of Contract Sum [in words]) (100% of Contract Sum [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal did on the day of _____ (Date)
of the month of _____ (Month) in the year of 20 _____ (Year) , enter into a Contract with _____ , County of _____ , State of _____ , which said Contract is made a part of this Bond the same as though set forth herein;

NOW, if the said principal shall well and faithfully do and perform the things agreed by (him) (them) (it) to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said Contract or in or to the plans or specifications therefor shall in anywise affect the obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of N.J.S.A. 2A:44-143 et. seq., to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

IN WITNESS WHEREOF, said Surety has caused this Performance Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____ (Date)

of the month of _____ (Month) in the year of 20 _____ (Year) .

BY: _____
(Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

EXHIBIT III – PAYMENT BOND

The Contractor is required to submit, along with the executed Contract, a Payment Bond in substantially the following form. A corporate acknowledgment and statement of authority must be attached by the Surety Company.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____ ,
(Contractor's Name)
located at _____ , (hereinafter called the "Principal"), and
(Contractor's Address)
_____, located at
(Surety Name)
_____, (hereinafter called the "Surety"), are hereby and firmly bound
(Surety Address)
onto _____ , as Owner, in the penal sum of
(\$ _____)
(100% of Contract Sum [in words]) (100% of Contract Sum [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal did on the day of _____ (Date)
of the month of _____ (Month) in the year of 20 _____ (Year) , enter into a Contract with _____ , County of _____ , State of _____ , which said Contract is made a part of this Bond the same as though set forth herein;

NOW, if the said principal shall well and faithfully do and perform the things agreed by (him) (them) (it) to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said Contract or in or to the plans or specifications therefor shall in anywise affect the obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of N.J.S.A. 2A:44-143 et. seq., to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

IN WITNESS WHEREOF, said Surety has caused this Performance Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____ (Date)
of the month of _____ (Month) in the year of 20 _____ (Year) .

BY: _____
(Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

***EXHIBIT IV – PREVAILING WAGE RATE
TABLE(S)***

{PREVAILING WAGE RATE TABLE(S) ATTACHED}

APPENDIX A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE ***FOR GOODS AND SERVICES CONTRACTS***

(Pursuant to N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27-1.1 et seq.)

During the performance of this Contract, the Contractor agrees as follows:

The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expressions, the Contractor or Subcontractor will ensure that equal 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, the 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 or Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or Subcontractor, where applicable will, in all solicitations or advertisements for employees place 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 expressions, disability, nationality, or sex.

The Contractor or Subcontractor, where applicable, 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.

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.

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.

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, 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.

The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to 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.

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.

The Contractor or Subcontractor 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 AA-302** (*electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance*)

The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to *N.J.A.C. 17:27-1.1 et seq.*

APPENDIX B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE ***FOR CONSTRUCTION CONTRACTS***

(Pursuant to N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27-1.1 et seq.)

During the performance of this Contract, the Contractor agrees as follows:

The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor or Subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt the Contractor or Subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program, is satisfied that the Contractor or Subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or Subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- A. If the Contractor or Subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the Contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or Subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the Contractor's or Subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said

assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Contractor or Subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or Subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

B. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or Subcontractor has a referral agreement or arrangement with a union for the construction trade;

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

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

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

(i) The Contractor or Subcontractor shall interview the referred minority or women worker.

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

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the Contractor or Subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said Contractor or Subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or Subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

- C. The Contractor or Subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or Subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the Contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The Contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

- D. The Contractor and its Subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

APPENDIX C

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

(Pursuant to the Americans with Disabilities Act of 1990)

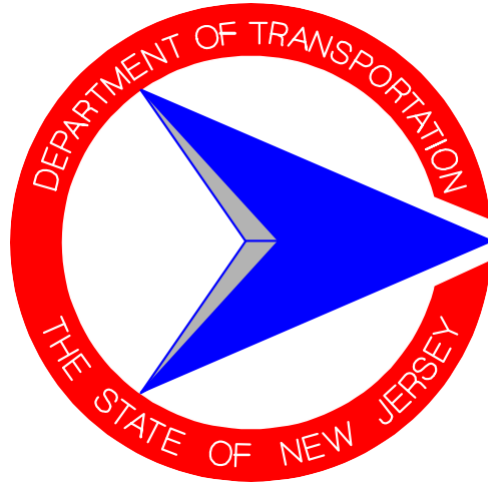
The Contractor and the Owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (*the "Act"*) (*42 U.S.C. S121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this Contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or Subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the Contractor pursuant to this Contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

State of New Jersey Department of Transportation



Special Provisions For State Aid Projects

FY 2019 Edition

SOUTH AVENUE TRAIN STATION PARKING
LOT IMPROVEMENTS PROJECT

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AUTHORIZATION OF CONTRACT

The Contract for this project is authorized by the provisions of local public contracts law, NJSA 40A: 11-1 et seq.

SPECIFICATIONS TO BE USED

The 2019 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation (Department) as amended herein will govern the construction of this Project and the execution of the Contract.

These Special Provisions consist of the following:

Pages 1 to 55 inclusive.

State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's website at https://www.nj.gov/labor/wagehour/wagerate/prevaling_wage_determinations.html. The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 34:11-56.25 etseq.).

In the event it is found that any employee of the contractor or any subcontractor covered by the contract, has been paid a rate of wages less than the minimum wage required to be paid by the contract, the contracting agency may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work, as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the contracting agency for any excess costs occasioned thereby.

GENERAL

All awards shall be made subject to the approval of the New Jersey Department of Transportation. No construction shall start before approval of said award by the New Jersey Department of Transportation. Prior to the start of construction the contractor must submit a Material Questionnaire (SA-11) listing all sources of materials. Any materials used on the project from a non-approved New Jersey Department of Transportation source will be considered non-participating. The contractor is also notified that the District Office, Division of Local Aid and Economic Development must be notified of the construction commencement date at least three (3) calendar days prior to the start of construction.

Award of contract and subletting will not be permitted to, materials will not be permitted from, and use of equipment will not be permitted that is owned and/or operated by, firms and individuals included in the report of suspensions, [debarments](#) and disqualifications of firms and individuals as maintained by the Department of the Treasury, Division of Purchase & Property, Contract Compliance & Administration, Trenton NJ 08625 (609-292-5400).

Payment for a pay item in the proposal includes all the compensation that will be made for the work of that item as described in the contract documents unless the "measurement and payment" clause provides that certain work essential to that item will be paid for under another pay item.

Whenever any section, subsection, subpart or subheading is amended by such terms as changed to, deleted or added it is construed to mean that it amends that section, subsection, subpart or subheading of the 2019 Standard Specifications unless otherwise noted.

Whenever reference to page number is made, it is construed to refer to the 2019 Standard Specifications unless otherwise noted.

Henceforth in this supplementary specification whenever reference to the State, Department, ME, RE or Inspector is made, it is construed to mean the particular municipality or county executing this contract.

Whenever reference to Title 27 is made, it is construed to mean Title 40.

The following information is located at the end of these Special Provisions:

1. Small Business Enterprise Utilization on Wholly State Funded Projects. (State Funded Project Attachment 1)

[SBE GOAL REQUEST FORM](#)
[CLASS CODE WORKSHEET](#)

2. State of New Jersey Equal Employment Opportunity Special Provisions for Wholly State Funded Projects. (State Funded Project Attachment 2)
3. Requirements for Affirmative Action to Ensure Equal Employment Opportunity on Wholly State Funded Projects. (State Funded Project Attachment 3)
4. Investigating, Reporting and Resolving Employment Discrimination and Sexual Harassment Complaints on Wholly State Funded Projects. (State Funded Project Attachment 4)
5. Americans with Disabilities Act Requirements for Wholly State Funded Contracts. (State Funded Project Attachment 5)

100 – GENERAL PROVISIONS

SECTION 101 – GENERAL INFORMATION

101.01 INTRODUCTION

THE FOLLOWING IS ADDED:

Pursuant to N.J.S.A. 27:1B-21.6, the Department intends to enter into a contract for the advancement of the Project. However, sufficient funds for the Project may not have been appropriated, and only amounts appropriated by law may be expended. Payment under the Contract is restricted to the amounts appropriated for a fiscal year (FY).

Governing bodies have no legal obligation to make such an appropriation. There is no guarantee that additional funds will be appropriated. Failure by governing bodies to appropriate additional funds will not constitute a default under, or a breach of, the Contract. However, if the Department terminates the Contract or suspends work because funds have not been appropriated, the parties to the Contract will retain their rights for suspension and termination as provided in 108.13, 108.14, and 108.15; except as indicated below.

101.03 TERMS

THE FOLLOWING TERM IS ADDED:

Full Traffic Access. All work is complete to allow safe unencumbered use of the final paved portion of roadway throughout the project including but not limited to striping, RPMs, rumble strips, highway lighting, and traffic signals as determined by the RE.

REVISE THE FOLLOWING TERM:

actual cost: The computed cost using calculations of direct labor, labor fringe benefits, indirect labor costs, insurance, materials, extraordinary expenses, equipment, profit, overhead, and subcontractors.

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.10 SUBMISSION OF THE BID

THE FOLLOWING IS OMITTED:

8. For federal aid projects exceeding a bid amount of \$100,000 or more, Bidder shall certify to the Byrd Anti-lobbying Act requirements under 31 USC 1352.

102.13.01 BIDDER PRE-AWARD REQUIREMENTS

A. Federal Aid Projects

This section intentionally left blank.

SECTION 103 – AWARD AND EXECUTION OF CONTRACT

103.05 ESCROW BID DOCUMENTS

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103.05.A ESCROW BID DOCUMENTS

REVISE SECTION **103.05.A** TO THE FOLLOWING:

- A. **Purpose.** The bid documents are the supporting information, calculations, quotes, and other information used to prepare the bid. The Department may use the Contractor's bid documents to negotiate changes and claims if they are escrowed and a signed custody agreement is provided. The information contained in the bid documents does not modify the terms and conditions of the Contract. If the Contractor fails to escrow bid documents within the time specified in 103.04, the Department will not make payment for a disproportionate allocation of costs for work for which no Item is provided in the Contract, as specified in 102.08, in the renegotiation of costs of Items when there is a major decrease in quantity.

SECTION 104 – SCOPE OF WORK

104.02 VALUE ENGINEERING

104.02.01 Purpose and Scope

THE FOLLOWING IS ADDED:

The Department will not consider the following as (a) VE Proposal(s):

104.03 CHANGES TO THE CONTRACT

This section intentionally left blank.

105.01 AUTHORITY OF THE DEPARTMENT

105.01.01 RE

REVISE THE SECOND PARAGRAPH TO:

Unless otherwise specified, send correspondence with the Department to the RE. Where correspondence is specified to be directed to persons other than the RE, send a copy to the RE. Ensure that correspondence complies with the following:

1. Assign every correspondence sent to the Department a unique correspondence serial number in the subject line, numbered sequentially beginning with Contractor Correspondence No. 1.
2. If the correspondence includes a request for information or asks for an interpretation of the Contract, also assign a unique RFI serial number in the subject line numbered sequentially beginning with RFI-1.
3. If the correspondence constitutes a notice of change, assign a unique change notice serial number in the subject line numbered sequentially beginning with Change Notice No. 1. For subsequent correspondence referring to a change notice or to the events that are the subject of a previous change notice, refer in the subject line to the original change notice number.

105.01.03 Contractor Performance Evaluation

REVISE SECTION **105.01.03** TO:

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This section intentionally left blank.

105.02 RESPONSIBILITIES OF THE CONTRACTOR

105.03 CONFORMITY WITH THE CONTRACT

REVISE THE FIRST SENTENCE OF THE FIRST PARAGRAPH TO: In the event the Contractor discovers a discrepancy, error, omission, or ambiguity in the Contract, or if the Contractor has any doubt or question as to the intent or meaning of the Contract, the Contractor must immediately notify the RE.

REVISE THE FOURTH SENTENCE OF THE SIXTH PARAGRAPH TO: If the Department loses funding for the nonconforming work, on the basis of permitting nonconforming work to remain, the Department will not pay for the work permitted to remain in place.

107.02 NONDISCRIMINATION

THE ENTIRE TEXT OF SECTION **107.02.1** CHANGED TO:

Compliance with Regulations: This section intentionally left blank.

107.03 AFFIRMATIVE ACTION, DISADVANTAGED BUSINESS ENTERPRISES OR EMERGING SMALL BUSINESS ENTERPRISES, AND SMALL BUSINESS ENTERPRISES

FOR WHOLLY STATE FUNDED PROJECTS, MAKE THE FOLLOWING REVISIONS:

REMOVE THIS SENTENCE FROM PARAGRAPH TWO: The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts.

107.12 THE CONTRACTUAL CLAIM RESOLUTION PROCESS

REPLACE THIS SECTION WITH: This section intentionally left blank.

107.13 LITIGATION OF CLAIMS BY THE CONTRACTOR

REPLACE THIS SECTION WITH: The Department will not participate in litigation between the RE and the Contractor.

107.14 PATENTED DEVICES, MATERIALS, AND PROCESSES

REMOVE THE SECOND PARAGRAPH OF THIS SECTION

107.15 TAXES

REVISE THE THIRD SENTENCE OF THE FIRST PARAGRAPH OF THIS SECTION TO: The sales tax exemption does not apply to equipment used for Contract work.

SECTION 108 – PROSECUTION AND COMPLETION

108.01 SUBCONTRACTING

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REMOVE SENTENCE FOUR OF PARAGRAPH TWO OF THIS SECTION.

REMOVE PARAGRAPH FOUR OF SECTION **108.01**

108.11.01 Extensions to Contract Time

108.11.01.A

REVISE THE SECOND PARAGRAPH TO:

The Department will not extend Contract Time due to Extra Work or other type of delay unless an approved progress schedule and updates are current as specified in 153.03. The Department will not make payment for delay damages, unless an approved progress schedule and updates are current as specified in 153.03.

B. Types of Delays.

2. Excusable, Non-Compensable Delays.

b. Utilities.

THE LAST PARAGRAPH IS CHANGED TO:

If approved excusable, non-compensable delays exceed a total of 90 days, the time in excess of 90 days will become excusable and compensable as specified in 108.11.01.B.3.

CHANGE SECTION **108.11.01.B.3** TO:

3. Excusable, Compensable Delays. Excusable, compensable delays are delays that are the Department's fault or responsibility. For excusable, compensable delays, the Department will grant an extension of Contract Time and will make payment for delay damages.

CHANGE SECTION **108.11.01.B.4** TO:

4. Concurrent Delays. Concurrent delays are separate delays on the critical path that occur at the same time. When an excusable, non-compensable delay is concurrent with an excusable, compensable delay, the Department will grant an extension of Contract Time but will not make payment for delay damages. When a non-excusable delay is concurrent with an excusable delay, the Department will not grant an extension of Contract Time or make payment for delay damages.

C. Submitting Time Impact Evaluation. If an excusable delay occurs, notify the RE, detailing how the event or cause is affecting the approved progress schedule that is current at the time the delay occurred. When the full extent of the impact on the approved progress schedule can be determined, submit a request for an extension of Contract Time to the RE with a Time Impact Evaluation Form and a CPM fragnet diagram including all additional work, and the fragnet's relationship to the approved progress schedule that is current at the time the delay occurred. Clearly identify

how each change or delay is represented by an activity or group of activities. Ensure that the fragnet shows logic revisions, duration changes, and new activities, including the predecessor and successor relationships.

The Contractor is considered to have waived its rights to claim an extension of Contract Time, if the Contractor fails to provide written notice or fails to provide the time impact evaluation.

The RE will evaluate the time impact evaluation. The Department will only extend Contract Time when delay causes the work to be extended beyond the scheduled Contract Time as specified in 108.10. If the Contractor is already behind schedule and an excusable delay delays the work beyond the Contract Time as specified in 108.10, the Department will only extend Contract Time for the amount of time that directly results from the excusable delay. If the Department determines that an extension of Contract Time is warranted, the Department will extend Contract Time by a Change Order.

For excusable, compensable delays, submit a request for and documentation supporting the entitlement to compensable delay damages associated with the delay.

108.19 COMPLETION AND ACCEPTANCE

THE FOLLOWING IS ADDED:

No Incentive Payment for Early Completion is specified for this project.

SECTION 109 – MEASUREMENT AND PAYMENT

REVISE THE ENTIRE TEXT OF SECTION **109.03** TO THE FOLLOWING:

109.03 PAYMENT FOR FORCE ACCOUNT

This section intentionally left blank.

109.04 PAYMENT FOR DELAY DAMAGES

REVISE THE FIRST SENTENCE OF SECTION **109.04** TO:

For eligible extensions, the department will make payment for the costs allowed based on the following documentation submitted by the contractor:

109.05 ESTIMATES

THE FOURTH PARAGRAPH IS CHANGED TO:

The RE will provide a summary of the Estimate to the Contractor. Before the issuance of each payment, certify, on forms provided by the Department, whether:

1. No subcontractor or supplier was used on the project; or
2. Each subcontractor and supplier used on the project has been paid the amount due, excluding retainage, from the previous progress payment and will be paid the amount due from the current progress payment, excluding retainage, for the subcontractor or supplier's work that was paid by the Department; or
3. There exists a valid basis under the terms of the subcontractor's or supplier's contract to withhold payments from the subcontractor or supplier. Therefore, the following subcontractors and suppliers have not been paid

for work performed or materials supplied to the project from the proceeds of the previous progress payment or will not be paid for work performed or materials supplied to this project from the proceeds of the current progress payment, or both.

REVISE THE TWELFTH PARAGRAPH TO:

From the total Estimate amount, the Department will deduct and retain 2 percent until Substantial Completion.

109.09 AUDITS

THE FIRST SENTENCE IS REVISED TO:

All claims filed are subject to audit at any time following the filing, whether or not part of a suit pending in the courts of this State pursuant to N.J.S.A. 59:13-1, et seq.

109.09 FINAL PAYMENT AND CLAIMS

REVISE THE FOURTH PARAGRAPH TO THE FOLLOWING:

Include in the release the specific monetary amounts and the specific nature of the claims being reserved. Failure to state specific monetary amounts and the specific nature of the claim shall result in a waiver of such claims. The Contractor may reserve only those claims properly filed with the Department and not previously resolved. The Contractor waives all claims for which the required notice has not been filed with the Department.

DIVISION 150 – CONTRACT REQUIREMENTS

SECTION 153 – PROGRESS SCHEDULE

153.03.01 CPM PROGRESS SCHEDULE

REVISE THE SIXTH PARAGRAPH TO:

The progress schedule does not constitute notice and does not satisfy the notice requirements. Approval of the schedule by the RE does not modify the contract or constitute acceptance of the feasibility of the contractor's logic, activity durations, or assumptions used in creating the schedule. If the schedule reflects a completion date different than that specified in 108.10, this does not change the specified completion date. If the re approves a schedule that reflects a completion date earlier than that specified as the contract time, the department will not accept claims for additional contract time or compensation as the result of failure to complete the work by the earlier date shown on the CPM schedule. Float is the amount of time that an activity may be delayed from its early start without delaying completion. Float belongs to the project and is not for the exclusive use of the contractor or the department.

153.03.03 BAR CHART PROGRESS SCHEDULE UPDATE

REVISE THE THIRD PARAGRAPH TO:

Approval of the schedule by the RE does not modify the Contract or constitute Acceptance of the feasibility of the Contractor's logic, activity durations, or assumptions used in creating the schedule. The progress schedule does not constitute notice and does not satisfy the notice requirements. Provide 3 color paper copies of a bar chart progress schedule or similar type that is acceptable to the RE for approval as follows:

SECTION 155 – CONSTRUCTION FIELD OFFICE

REPLACE THIS SECTION WITH THE FOLLOWING:

This section intentionally left blank.

SECTION 156 – MATERIALS FIELD LABORATORY AND CURING FACILITY

REPLACE THIS SECTION WITH THE FOLLOWING:

This section intentionally left blank.

SECTION 158 – SOIL EROSION AND SEDIMENT CONTROL AND WATER QUALITY CONTROL

158.03.02 SESC Measures

19. Oil-Only Emergency Spill Kit.

SECTION 159 – TRAFFIC CONTROL

159.02.02 Equipment

THE FOLLOWING IS ADDED TO THE LIST OF EQUIPMENT REFERENCES:

Portable Variable Message Sign w/Remote Communication.....	1001.04
Portable Trailer Mounted CCTV Camera Assembly	1001.05

159.03.01 Traffic Control Coordinator

THE FIRST PARAGRAPH BEFORE THE LIST IS CHANGED TO:

Before starting Work, submit to the RE the name, training, work experience, and contact information of an employee assigned as the on-site Traffic Control Coordinator (TCC). The TCC must be certified as having successfully completed the Rutgers CAIT Traffic Control Coordinator Program, or an equivalent course as approved by the NJDOT Office of Capital Project Safety. The TCC must also successfully complete an approved Traffic Coordinator refresher course every 2 years. The TCC is a full-time position and the employee designated as TCC must be available on a 24 hour a day, 7 days a week basis. The TCC shall have the responsibility for and authority to implement and maintain all traffic operations for the Project on behalf of the Contractor. Ensure that the TCC is present at the work site at all times while the Work is in progress. The TCC’s responsibilities and duties shall include the following:

159.03.02 Traffic Control Devices

THE FIRST PARAGRAPH IS CHANGED TO:

Ensure that FHWA category 1, 2, 3, and 4 traffic control devices (TCDs) conform to the requirements of the 2016 Edition of the Manual for Assessing Safety Hardware (MASH), except that TCDs manufactured on or before December 31, 2019 must have been purchased by the Contractor on or before December 31, 2019, and conform to the requirements of NCHRP 350, MASH 2009, or MASH 2016. Provide each device’s applicable MASH 2016, MASH 2009, or NCHRP 350 test results and FHWA Eligibility letter, if issued by the FHWA, to the RE. Provide the RE with the purchase date certification for devices not meeting the MASH 2016 requirements upon delivery to the site. Ensure that traffic control devices meet or exceed an acceptable condition as described in the ATSSA guide Quality Standards for Work Zone Traffic Control Devices. Traffic control devices need not be new but must be in good condition. Provide traffic control devices according to MUTCD.

2. Construction Barrier Curb.

THE SECOND PARAGRAPH IS CHANGED TO:

At least 30 days before delivering construction barrier curb to the Project Limits, provide the RE notice that the barrier curb is available for inspection. Ensure the barrier curb is not stacked for this inspection. The RE will inspect the barrier curb, along with a Contractor representative, to determine what pieces are not approved for delivery to the Project Limits. Final determination of construction barrier approval will be made at the time of placement at the Project.

159.03.08 Traffic Direction

B. Police.

THE SECOND PARAGRAPH PART 2 IS CHANGED TO:

- 2. Temporary closure of all lanes on state highways and interstates.

159.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED AFTER THE SECOND PARAGRAPH:

The Department will measure TRAFFIC STRIPES, LATEX and TRAFFIC MARKINGS LINES, LATEX by the linear foot for each specified width of stripe. The Department will not measure gaps in striping.

SECTION 160 – PRICE ADJUSTMENTS

160.03.01 FUEL PRICE ADJUSTMENT

THE FIFTH PARAGRAPH IS CHANGED TO:

The Department will calculate fuel price adjustment on a monthly basis using the following formula:

$$F = (MF - BF) \times G$$

Where:

F = Fuel Price Adjustment

MF = Monthly Fuel Price Index for work performed from the first day of the month to the last day of the month for the month prior to the estimate cutoff date

BF = Basic Fuel Price Index

G = Gallons of Fuel for Price Adjustment

THE SEVENTH PARAGRAPH IS CHANGED TO:

The basic fuel price index is the previous month's fuel price index before receipt of bids. The Department will use the fuel price index for the month before the regular monthly estimate cutoff date as the Monthly Fuel Price Index for work performed in the previous calendar month. If the Monthly Fuel Price Index increases by 50 percent or more over the Basic Fuel Price Index, do not perform any work involving Items listed in [Table 160.03.01-1](#) without written approval from the RE.

160.03.02 ASPHALT PRICE ADJUSTMENT

THE THIRD PARAGRAPH IS CHANGED TO:

The Department will calculate the asphalt price adjustment by the following formula:

$$A = (MA - BA) \times T$$

Where:

A = Asphalt Price Adjustment

MA = Monthly Asphalt Price Index for work performed from the first day of the month to the last day of the month for the month prior to the estimate cutoff date

BA = Basic Asphalt price Index

T = Tons of new Asphalt Binder

1. The Department will determine the weight of asphalt binder for price adjustment by multiplying the new asphalt in the approved job mix formula by the weight of the item containing asphalt binder. If a Hot Mix Asphalt Item

has a payment unit other than ton, the Department will apply an appropriate conversion factor to determine the number of tons of asphalt binder used.

THE SIXTH PARAGRAPH IS CHANGED TO:

The basic asphalt price index is the asphalt price index for the month before the opening of bids. The Department will use the asphalt price index for the month before the regular monthly estimate cutoff date as the monthly asphalt price index for work performed in the previous calendar month.

DIVISION 200 – EARTHWORK

SECTION 201 – CLEARING SITE

201.03.01.B Clearing and Grubbing

THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH:

Any minor portions of such landscape features which, in the opinion of the Engineer, may interfere with the work shall be pruned, trimmed or ground or otherwise removed by means and methods and within limits satisfactory to the Engineer.

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Clearing Site shall also include connection, disconnection, or plugging of existing pipes, removal and relocation or resetting of signs, lawn decorations, minor yard structures, mailboxes or similar obstructions along the line of work, removal and/or resetting and/or replacement of any fences, decorative shrubs or hedges. The Contractor shall be responsible to contact the owner of said hedge, shrub, fence or sign to determine if the owner desires to reclaim it. If the owner should desire to reclaim the item, the Contractor shall then use reasonable care and relocate and reset the item beyond the work limits.

Clearing Site shall also include relocating or resetting of any underground sprinkler heads, piping or valves. The Contractor shall determine the manufacturer and model of the existing system prior to disturbing the area. Sprinklers shall be reset or relocated to the surrounding proposed elevations in accordance with the procedures recommended by the manufacturer. Materials which require replacement shall be replaced with materials equal or greater in kind.

Clearing Site shall also include all turf and pavement restoration on or adjacent to all Concrete Curb, Concrete Sidewalk, and all drainage items constructed. No separate payment will be made unless otherwise indicated. Clearing Site shall also include the re-setting of any loop detectors encountered during construction.

Clearing Site shall also include protection of also Paver, brick or stone driveways and resetting of the driveways as required to meet the grade of any new concrete curb or pavement. Clearing site shall also include the protection of any driveway edging including granite block curb and resetting of the driveway edging as required to meet any new curb or pavement.

Clearing Site shall also include any excavation and fill required to bring all roads to proposed grade and to grade from the edge of pavement to meet existing grade as shown on the typical section. Clearing Site shall also include all turf restoration including top soiling, fertilizing, seeding type G and straw mulch within the entire project limits. Clearing Site shall also include final cleanup of all areas disturbed by the contractor's activities whether within the project limits or not.

SECTION 202 – EXCAVATION

202.03.01 Stripping

THE SECOND PARAGRAPH IS CHANGED TO:

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Strip vegetation and underlying soil to a depth of 4 to 6 inches below the existing ground surface. Confirm the thickness of stripping with the RE based on field conditions. Temporarily store in stockpiles, as specified in 202.03.03.B, stripped material including excess that is determined suitable for the future use of the Department. The Department will sample and analyze stripped material in stockpiles to determine suitability for use as topsoil. Reuse or dispose of unsuitable stripped material as specified in 202.03.03.C.

DIVISION 400 – PAVEMENTS

SECTION 401 – HOT MIX ASPHALT (HMA) COURSES

401.03.01 Milling

A. HMA Milling.

The contractor shall dispose of the excess Material at locations secured by the Contractor outside the limits of the municipality and in accordance with Subsection 201.03.07.

401.03.07 HMA Courses

C. Test Strip

REPLACE THE FIRST PARAGRAPH OF THIS SECTION WITH THE FOLLOWING:

Test Strip. Construct a test strip for each HMA mix for contracts with more than a total of 5,500 tons of HMA. For HMA HIGH RAP, construct the test strip at least 14 days prior to production. Test strips are not necessary for temporary pavement. Ensure that the tack coat or prime coat has been placed as specified in [401.03.05](#) and [401.03.06](#), before placing HMA. Transport and deliver, spread and grade, and compact as specified in [401.03.07.D](#), [401.03.07.E](#), and [401.03.07.F](#), respectively, and according to the approved paving plan. Construct a test strip for the first 700 to 1,200 square yards placed for each job mix formula. If the paving lot area is less than 700 square yards, the District Local Aid Office may waive the coring requirements. While constructing the test strip, record the following information and submit to the RE:

E. Spreading and Grading.

G. Opening to Traffic.

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

If the lot will be opened to the public after milling or paving, temporary or permanent striping shall have been installed. No extra payment shall be made for temporary striping.

401.04 Measurement and Payment

REPLACE THIS SUBSECTION WITH THE FOLLOWING:

The Department will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
HMA MILLING, 3" OR LESS YARD	SQUARE
HMA MILLING, MORE THAN 3" TO 6" YARD	SQUARE
POLYMERIZED JOINT ADHESIVE FOOT	LINEAR
TACK COAT	GALLON
HOT MIX ASPHALT 2" SURFACE COURSE	TON
HOT MIX ASPHALT 4" BASE COURSE	TON

The specified depth of the milling is measured from the original surface to the top of the high spots of the textured surface.

The RE will measure TACK COAT by the volume delivered, converted to the number of gallons at 60 °F as calculated by the temperature- volume correction factors specified in 902.01.

The RE will measure HOT MIX ASPHALT 2" SURFACE COURSE, and HOT MIX ASPHALT 4" BASE COURSE by the ton as indicated on the certified weigh tickets, excluding unused material. When nominal maximum aggregate size 3/8 inch HMA surface course is directed for use in transition (run out) areas, the Department will include this weight with the weight for HOT MIX ASPHALT _____ SURFACE COURSE.

The Department will not include payment for polymerized joint adhesive in the various paving Items. The Department will make payment for polymerized joint adhesive under POLYMERIZED JOINT ADHESIVE.

DIVISION 600 – MISCELLANEOUS CONSTRUCTION

601.03.01.G Appurtenant Work

All existing sump pumps or similar pipes which discharge to the existing gutter line or through the existing curb face within project limits shall be connected, with the appropriate fitting. Contractor shall provide one (1) clean out per property. The exact location of the cleanout shall be determined in the field by the engineer.

All existing pipes to be replaced within the project limits shall be removed, and any trenches associated with this work backfilled in accordance with the provisions of this section, as directed by the engineer. No separate payment shall be made for this work; all costs are to be included in the unit prices bid for each drainage pipe item.

SECTION 602 – DRAINAGE STRUCTURES

602.03 CONSTRUCTION

the following is added to all subparts of THIS SUBSECTION:

Existing castings which are removed and are, in the opinion of the Engineer, in good condition and reusable shall become the property of the Owner. The castings shall be delivered by the Contractor at no additional cost to a site designated by the Owner. Dispose of castings which are not in good condition and reusable as specified in 202.03.07.B.

Set inlet and manhole castings shall include providing a new casting including frame, grate, cover, curb piece, back plate and other components, as required.

602.03.08 Cleaning Drainage Structures

The following is added to this subsection:

This work shall consist of removing and cleaning the existing castings, replacement of any loose or missing mortar, resetting of any loose ladder rungs, resetting of the existing castings to the final grade and any work necessary as directed by the Engineer to repair the existing inlets and manholes.

602.03.09 Reconstruct Inlets or Manholes

The following is added to this subsection:

This work shall consist of removing and cleaning the existing castings, excavation as necessary around entire inlet to the depth required to repair any failed, missing or loose block, replacement of any loose or missing mortar or rows of loose, displaced or missing block, plastering the interior and exterior of the inlet, resetting of any loose ladder rungs, resetting of the existing castings to the final grade, all HMA pavement repair as indicated in the details, and any work necessary as directed by the Engineer to repair the existing inlets and manholes.

602.04 MEASUREMENT AND PAYMENT

ADD to SUBSECTION:

Specific bedding specified or shown on the plans or details shall not be measured and the cost thereof shall be included in the various items in the Proposal.

Item

RECONSTRUCT INLET

Pay Unit

UNIT

SOUTH AVENUE TRAIN STATION PARKING
LOT IMPROVEMENTS PROJECT

SECTION 606 SIDEWALKS, DRIVEWAYS, AND ISLANDS

606.01 Description

ADD TO SUBSECTION:

This work shall also include the construction of new masonry sidewalks, driveways, and islands, and the resetting or replacement in-kind of all driveway edging and/or curbing; the resetting in-kind of unit masonry paver, granite block, brick, flagstone, exposed aggregate, patterned (stamped) concrete or other decorative sidewalks, driveways or islands and the construction and/or reconstruction of decorative broken stone or gravel driveways.

606.02.01 Materials

ADD TO THIS Subsubsection:

Broken Stone	901.03.01
Washed Gravel	901.03.02
Mortar and Grout	903.08
Masonry Units	910
Stone Paving Blocks	910.06

When extending or reconstructing existing drives, the broken stone or washed gravel shall, as far as commercially available, match the size and color of the existing driveway surface.

606.03.01 HMA Sidewalks, Driveways, and Islands

A detail section for HMA sidewalks and driveways is provided in the Plans.

606.03.02.H Protection and Curing.

THE last SENTENCE IS CHANGED TO:

Ensure vehicles and other loads are not placed on sidewalks, islands, and driveways until the concrete has attained compressive strength of 3000 pounds per square inch, as determined from 2 concrete cylinders field cured according to AASHTO T 23.

THE FOLLOWING SUBSECTION IS ADDED:

606.03.04 Masonry and Decorative Stone and Gravel Sidewalks, Driveways and Islands

Paver/granite block masonry, brick, flagstone, exposed aggregate, patterned concrete (stamped) and similar decorative sidewalks, drives, and islands shall be reset, reconstructed or extended to required line and grade. Materials similar to existing shall be provided as required. The finished driveway shall replicate the pre-existing conditions to the extent the Engineer determines to be reasonable. Unusual types of drives may require special skills which must be provided by the Contractor or Subcontractors. Decorative broken stone of gravel drives shall be generally constructed as provided in Section 302 and shall replicate the pre-existing condition to the extent the Engineer determines to be reasonable. Where shown on the plans, or directed by the Engineer, existing masonry driveways sidewalks and islands may be extended The extended portion shall replicate the existing to the extent the Engineer determines reasonable. The extended portion will be measured and paid under the reset or reconstructed item

New masonry sidewalks, driveways, and islands will be constructed according to the plans and details provided, or as directed by the Engineer. Concrete portions shall be constructed as specified in 606.03.02.

606.04 MEASUREMENT AND PAYMENT

the following PAY ITEMS ARE added:

<i>Item</i>	<i>Pay Unit</i>
CONCRETE SIDEWALK, 6" THICK, REINFORCED	SQUARE YARD

DELETE THE FIRST FULL PARAGRAPH, BEGINNING WITH: When the ...".

ADD THE FOLLOWING:

All costs of constructing accessible curb ramps in accordance with plans and details shall be included in the items scheduled in the Proposal.

606.04 Measurement And Payment

The following PAY ITEMS ARE added:

<i>Item</i>	<i>Pay Unit</i>
CONCRETE SIDEWALK, REINFORCED, 6" THICK	SQUARE YARD

DELETE THE FIRST FULL PARAGRAPH, BEGINNING WITH: When the ...".

ADD THE FOLLOWING:

All costs of constructing accessible curb ramps in accordance with plans and details shall be included in the items scheduled in the Proposal.

REVISE THE SECOND PARAGRAPH TO:

When the RE directs undercutting of unstable material in the excavation area, the Department will make payment, for the additional excavation. The Department will also make payment, for the additional bedding if there is not an excess of excavation available.

SECTION 607 CURB

607.03.02 B. Construction Forms

The following is added to this subsection:

Where the construction of curbs of various kinds require removal of bituminous pavement, the edge of pavement that is to remain shall be cut to a neat vertical line by a method and in a manner approved by the Engineer.

607.03.08 Granite Block Curb

Excavate as specified in 202.03.03. Shape and compact the underlying material to produce a firm, even surface. Obtain the Engineer's approval before finishing excavation. If the Engineer determines that the bottom of the excavation is unstable, undercut, backfill, and compact as directed by the Engineer.

Place footing concrete according to the limitations specified in 504.03.02.C. Consolidate concrete by hand spading or using internal mechanical vibrators. The entire concrete foundation for granite block curb shall be in one pour or in pours at close intervals when the concrete is still plastic and rodded to create a homogeneous foundation.

Set granite block curb in concrete ensuring that the top surface shall be set with the top surface within 1/4" of the required grade. Ensure that joints are at most 3/4 inch wide between blocks. Preformed expansion joints 1/2" wide shall be provided at P.C. & P.T. of curb returns and at maximum 50' intervals elsewhere.

At particular locations such as curb returns, at drives and adjacent to structures or other obstructions, the Engineer may restrict the size of granite block to be used. Only 12" -14" long blocks may be used within 10' of any curb inlet. Except when permitted by the Engineer, blocks with minimum or maximum dimensions may not normally be placed adjacent to other blocks with similar minimum or maximum dimensions.

Backfill and compact using the direct method, as specified in 203.03.02.C, against the curb.

607.04 Measurement and Payment

The following is added to this subsection:

<i>Item</i>	<i>Pay Unit</i>
GRANITE BLOCK CURB	LINEAR FOOT

Should an 6"x18" Concrete Vertical Curb be required, it shall be paid under the Granite Block Curb Item with the same unit price.

Payment for the removal and disposal of any existing curb, and all adjacent site restoration shall be included in the unit price bid for the various curb items as scheduled in the Proposal. No separate payment shall be made.

Payment for the removal and disposal of any existing curb, including, but not limited to, concrete vertical curb, granite block curb and combination concrete curb and gutter and all adjacent site restoration, including backfill, topsoiling, seeding, and installation of straw mulch and pavement repair, unless payment is otherwise provided for under other Pay Items, shall be included in the unit price bid for the various curb items in the Proposal.

SECTION 608 NON-VEGETATIVE SURFACES

608.04 Measurement And Payment

REVISE THE SECOND PARAGRAPH TO:

When the RE directs undercutting of unstable material in the excavation area, the Department will make payment, for the additional excavation. The Department will also make payment, for the additional bedding if there is not an excess of excavated material available for use as bedding.

DIVISION 900 – MATERIALS

SECTION 902 – CONCRETE

902.02.03 Mix Design

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Unless otherwise approved by the engineer, only one source of supply for hot mix asphalt surface course may be used on the project.

902.02.04 Sampling and Testing

THE FOLLOWING SUBSECTION IS ADDED:

E. Acceptance of HMA. The Department may accept the HMA as specified in 902.02.04.A through 902-02.04.E by employing staff or an independent testing agency at the HMA plant during production. The inspector who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2. Form “[DS-8 HMA Testing Summary Report – State Aid](#)” provided on the [Local Aid Website](#) must be utilized by the Laboratory to report their findings to the RE.

Alternatively, the Department may accept the HMA by [Certification of Compliance](#) according to 106.07.

SECTION 919 – MISCELLANEOUS

919.05 GEOMEMBRANE LINER

TABLE 919.05-1 IS CHANGED TO:

Property	Test Method	Requirements
Specific Gravity (Resin & Carbon Black)	ASTM D 792	> 0.940
Melt Index	ASTM D 1238	< 0.4 g/10 min
Carbon Black Content	ASTM D 1603	2 – 3 %

PLANS FOR SOUTH AVENUE TRAIN STATION PARKING LOT IMPROVEMENT PROJECT

BOROUGH OF FANWOOD
UNION COUNTY, NEW JERSEY

UTILITY OWNERS

ELECTRIC
PUBLIC SERVICE ELECTRIC COMPANY
80 PARK PLAZA, T-12
NEWARK, NJ 07102
EDWARD F. GRAY (973) 297-2128

GAS
ELIZABETHTOWN GAS COMPANY
520 GREEN LANE
UNION, NJ 07083
GREG BALINT (908) 662-8321

TELEPHONE
VERIZON
290 W. MOUNT PLEASANT AVE.
LIVINGSTON, NJ 07039
SHAUN CROSS (973) 488-6124

WATER
NEW JERSEY AMERICAN WATER
1341 NORTH AVENUE
PLAINFIELD, NJ 07061-0111
STEVE SCHREIBER (908) 791-3464

CABLE
COMCAST COMMUNICATIONS
73 ROCK AVENUE
PLAINFIELD, NJ 07063

SEWER
BOROUGH OF FANWOOD
75 NORTH MARTINE AVENUE
FANWOOD, NJ 07023
CLINT DICKSEN, (908) 322-7404

LOCATION OF UTILITIES SHOWN ON THESE PLANS ARE NOT WARRANTED AS TO EXACTNESS. CONTRACTOR SHALL DETERMINE EXACT LOCATION AND DEPTH OF UTILITIES PRIOR TO CONSTRUCTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND OTHER APPLICABLE LAWS.



Know what's below.
Call before you dig.



KEY MAP

NOT TO SCALE

INDEX	
NO.	DESCRIPTION
1	COVER SHEET
2	CONSTRUCTION/SOIL EROSION AND SEDIMENT CONTROL PLANS
3-4	DETAILS & NOTES

PREPARED BY
ANTONIOS_PANAGOPOULOS
BOROUGH_ENGINEER

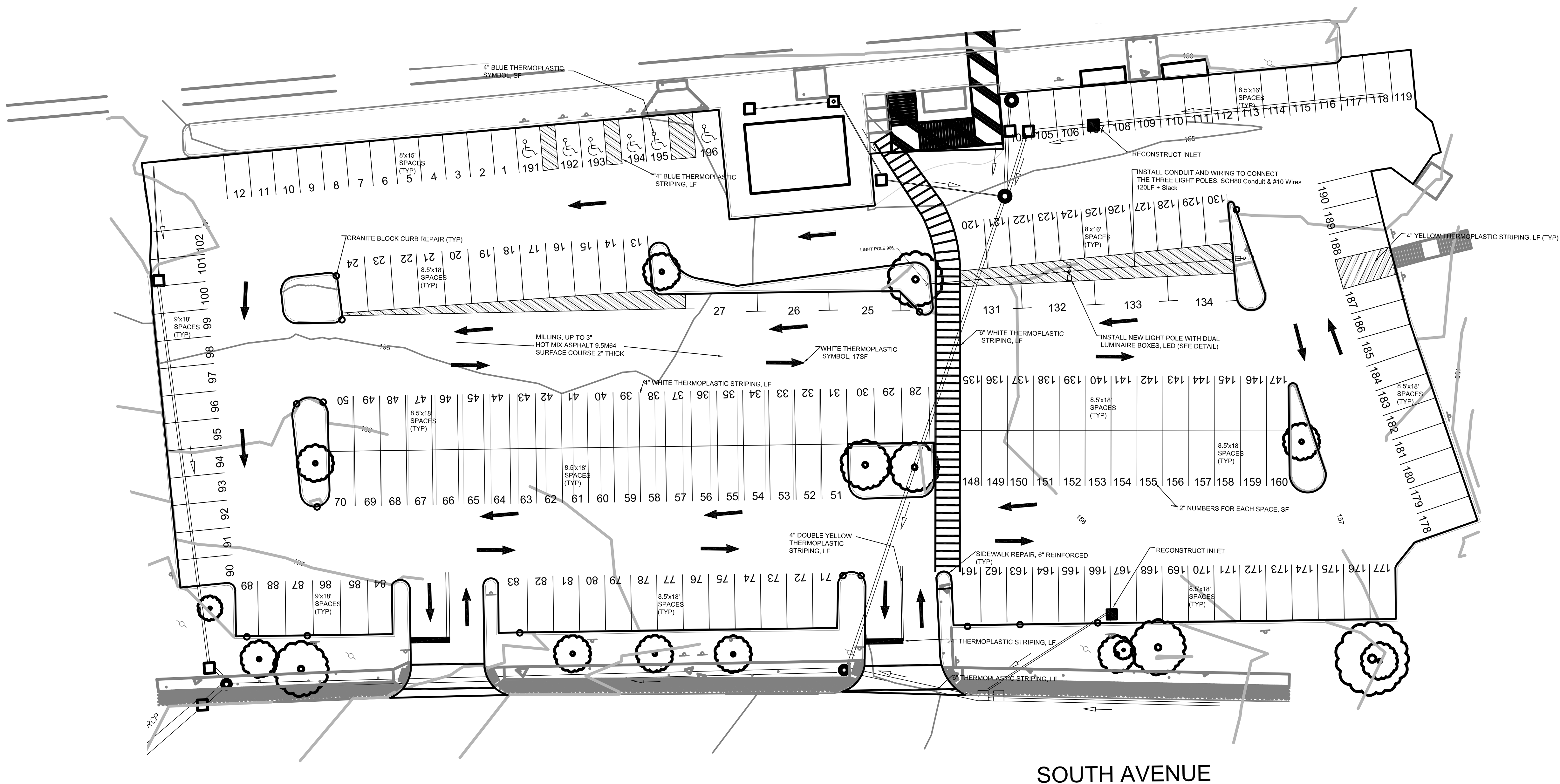
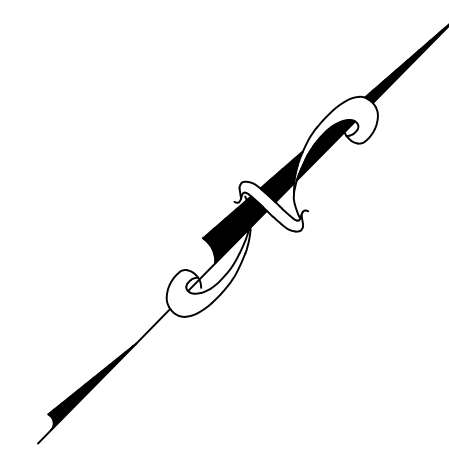


BOROUGH OF FANWOOD
75 NORTH MARTINE AVENUE
FANWOOD, NJ 07023
UNION COUNTY, NEW JERSEY

2019 NJDOT STANDARD SPECIFICATIONS FOR
ROAD AND BRIDGE CONSTRUCTION TO GOVERN

PROJECT INFORMATION:
FILE PATH: E:\FANWOOD\CAPITAL PROJECTS\Parking Lots\South Ave Parking Lot (Feing)\CADD\
LAST SAVED DATE AND TIME: 01 May 2024, 7:43PM
LAST SAVE BY: APANAGOPOULOS

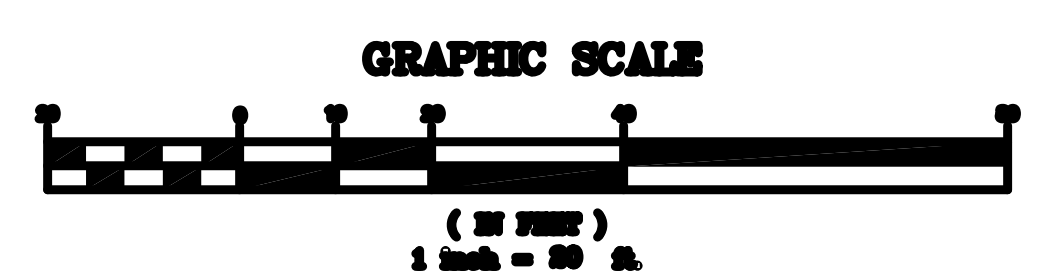
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- NOTES:**
1. THE SITE IS AN ACTIVE PARKING LOT AND SHALL BE CONSTRUCTED AS FOLLOWS:
 - 1.1. ELECTRICAL WORK CAN BE COMPLETED DURING THE WEEK
 - 1.2. MILLING, PAVING AND STRIPING SHALL BE COMPLETED ON WEEKENDS ONLY.
 2. "ON OR ABOUT" CONSTRUCTION NOTIFICATION SIGNAGE SHALL BE INSTALLED A MINIMUM OF 2 WEEKS BEFORE CONSTRUCTION STARTS.
 3. CONSTRUCTION SHALL BE DURING THE MONTH OF JULY OR AUGUST.
 4. STRIPING SHALL BE COMPLETED WITHIN 24 HOURS OF PAVEMENT BEING COMPLETED.

ITEM	DESCRIPTION	QUANTITY	UNIT
1	CLEARING SITE	1	LS
2	INLET FILTER	15	UNIT
3	BREAKAWAY BARRICADES	4	UNIT
4	DRUMS	8	UNIT
5	TRAFFIC CONES	20	UNIT
6	CONSTRUCTION SIGNS	36	SF
7	FUEL PRICE ADJUSTMENT	250	DOLLAR
8	ASPHALT PRICE ADJUSTMENT	250	DOLLAR
9	HMA MILLING, UP TO 3"	7587	SY
10	HMA MILLING, UP TO 6"	500	SY
11	POLYMERIZED JOINT ADHESIVE	2000	LF
12	TACK COAT	760	GAL
13	HOT MIX ASPHALT, 9.5M64 SURFACE COURSE, 2" THICK	975	TON
14	HOT MIX ASPHALT, 19M64 SURFACE COURSE, 4" THICK (IF & WHERE DIRECTED)	125	TON
15	RECONSTRUCTED INLET USING EXISTING CASTING	2	UNIT
16	BICYCLE SAFE GRATE	1	UNIT
17	GRANITE CURB	75	LF
18	CONCRETE SIDEWALK, 6" THICK, REINFORCED	5	SY
19	TRAFFIC MARKINGS, LINES, THERMOPLASTIC, 4"	4860	LF
20	TRAFFIC MARKINGS, LINES, THERMOPLASTIC, 6"	873	LF
21	TRAFFIC MARKINGS, LINES, THERMOPLASTIC, 24"	26	LF
22	TRAFFIC MARKINGS, SYMBOLS	820	SF
23	CONDUIT, 2" PVC	120	LF
24	LIGHT POLE, DOUBLE LED HEAD, & WIRE	1	LS

SOUTH AVENUE



DRAWN / SURVEY FILE: M.L. SULLIVAN
 CHECKED / PRINT: L.A. O'NEILL
 FILE: 190

NO.	DATE	DESCRIPTION	CHKD.	APPRD.
REVISIONS				

DESIGNED: AP
 DRAWN: AP
 OFFICE CHECKED: AP

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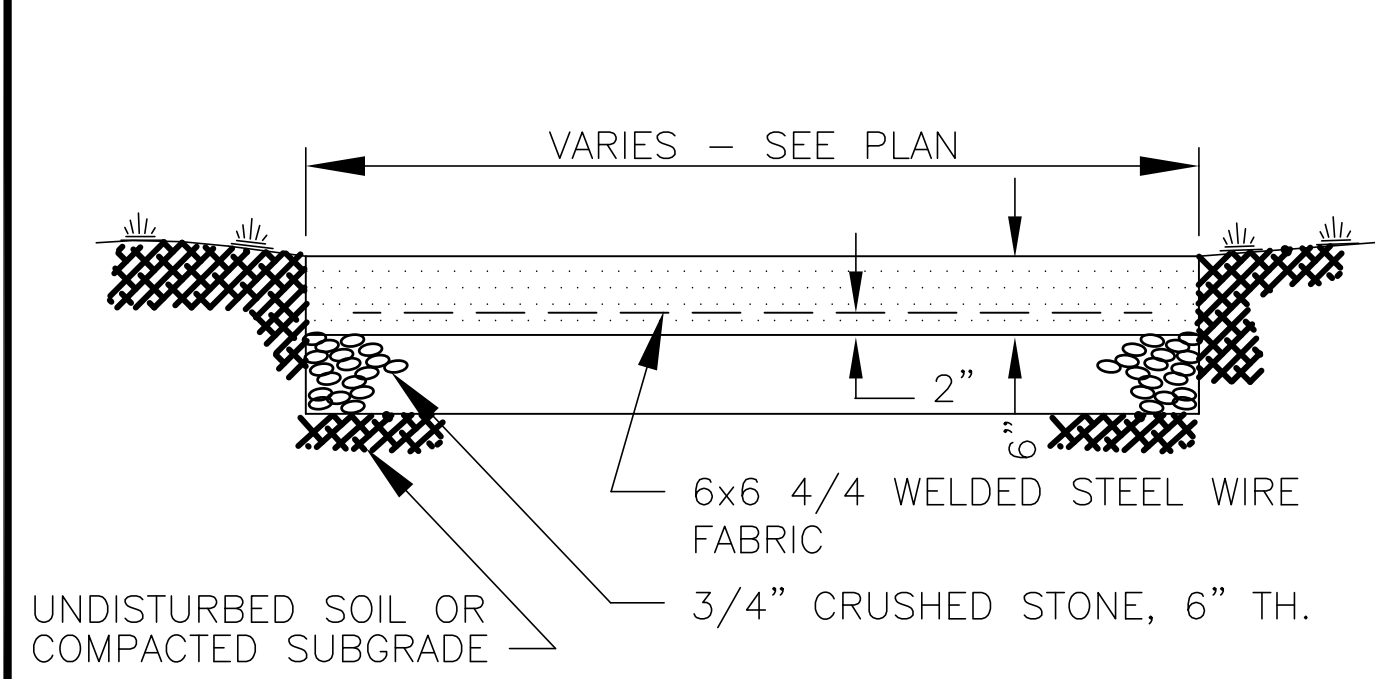
BOROUGH OF FANWOOD
 75 NORTH MARTINE AVE
 FANWOOD, NJ 07023
 908-322-8236


 ANTONIOS PANAGOPOULOS, PE
 PROFESSIONAL ENGINEER
 NEW JERSEY LICENSE No. 46982

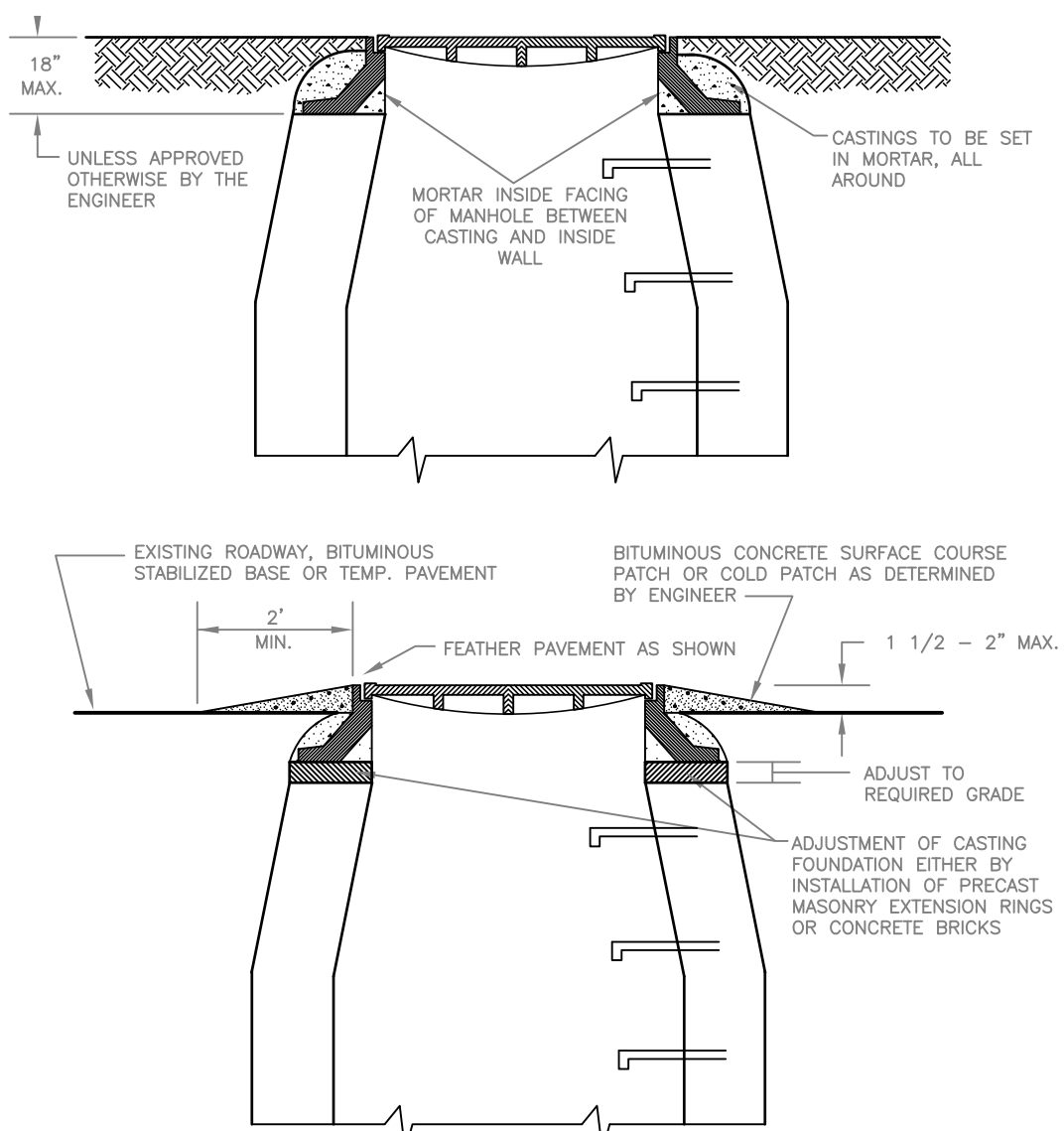
BOROUGH OF FANWOOD
 SOUTH AVENUE TRAIN STATION PARKING LOT
 IMPROVEMENT PROJECT

BOROUGH OF FANWOOD UNION COUNTY
 SCALE: 1"=20' NEW JERSEY DATE: 4/24/24

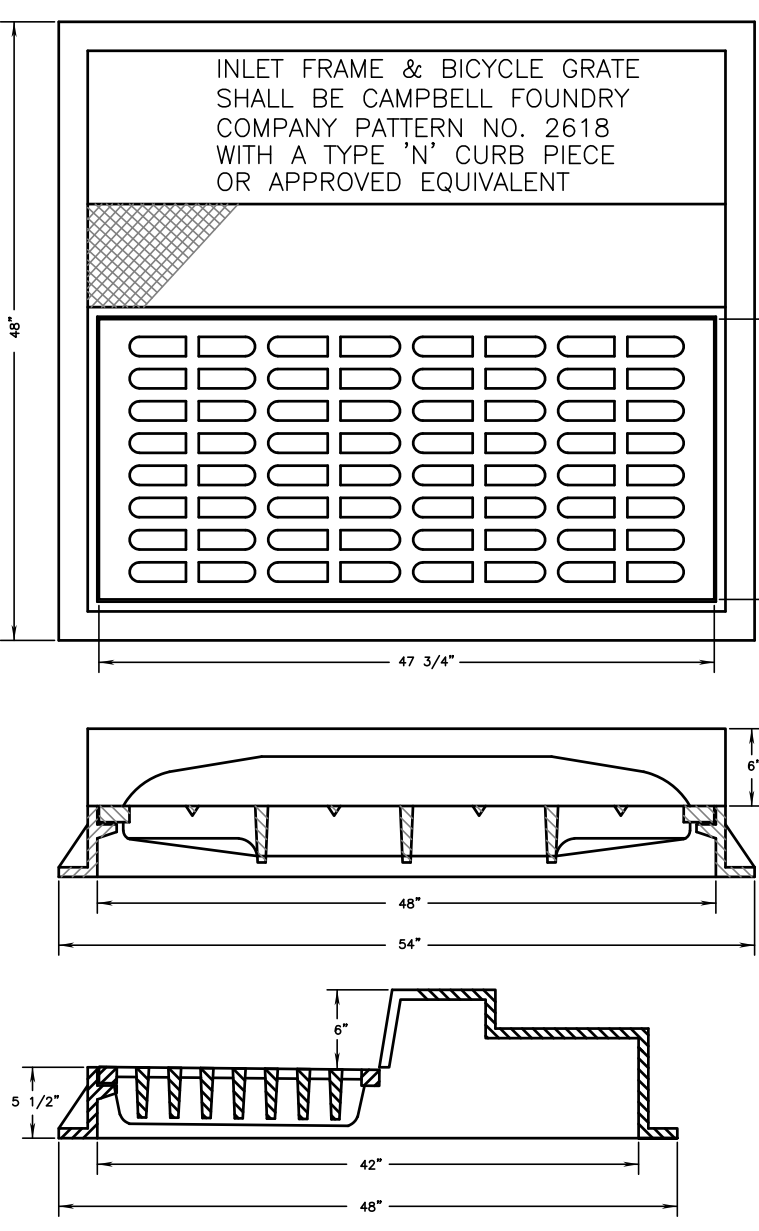
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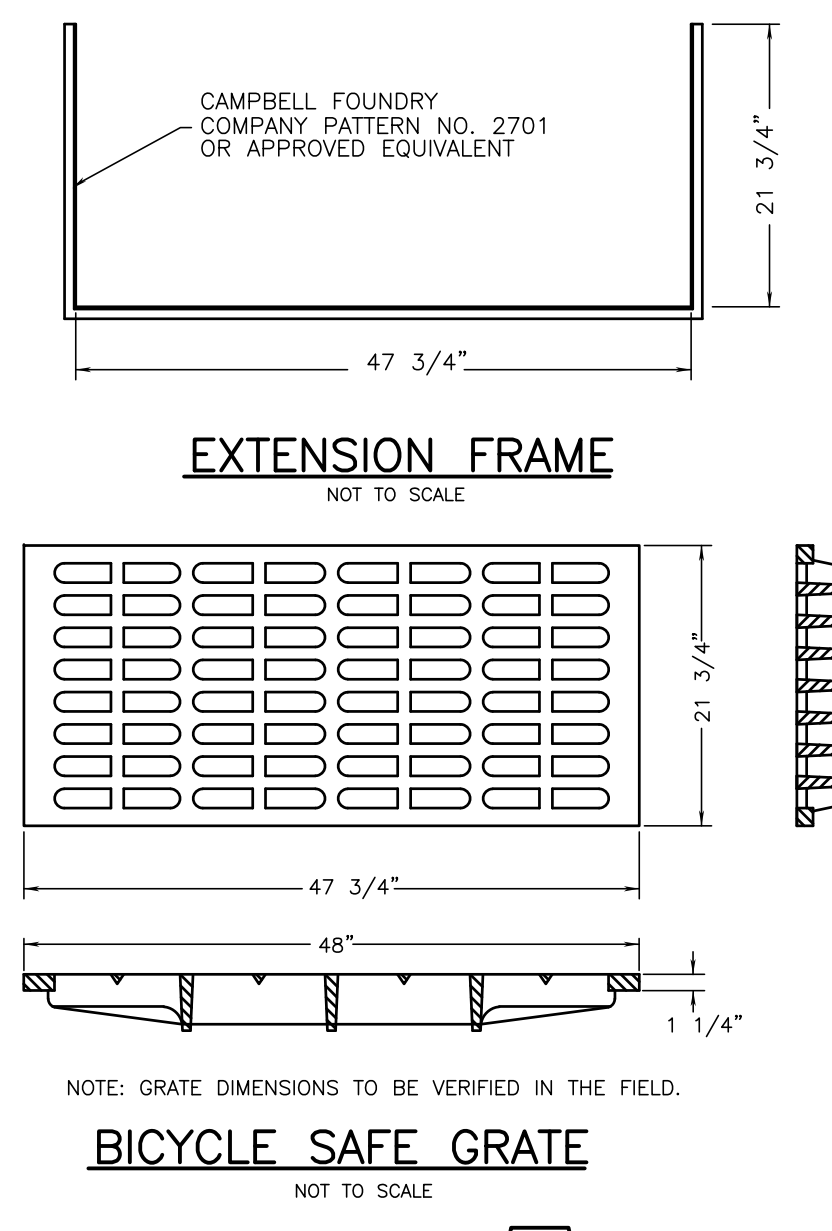
REINFORCED CONCRETE DRIVEWAY
N.T.S.



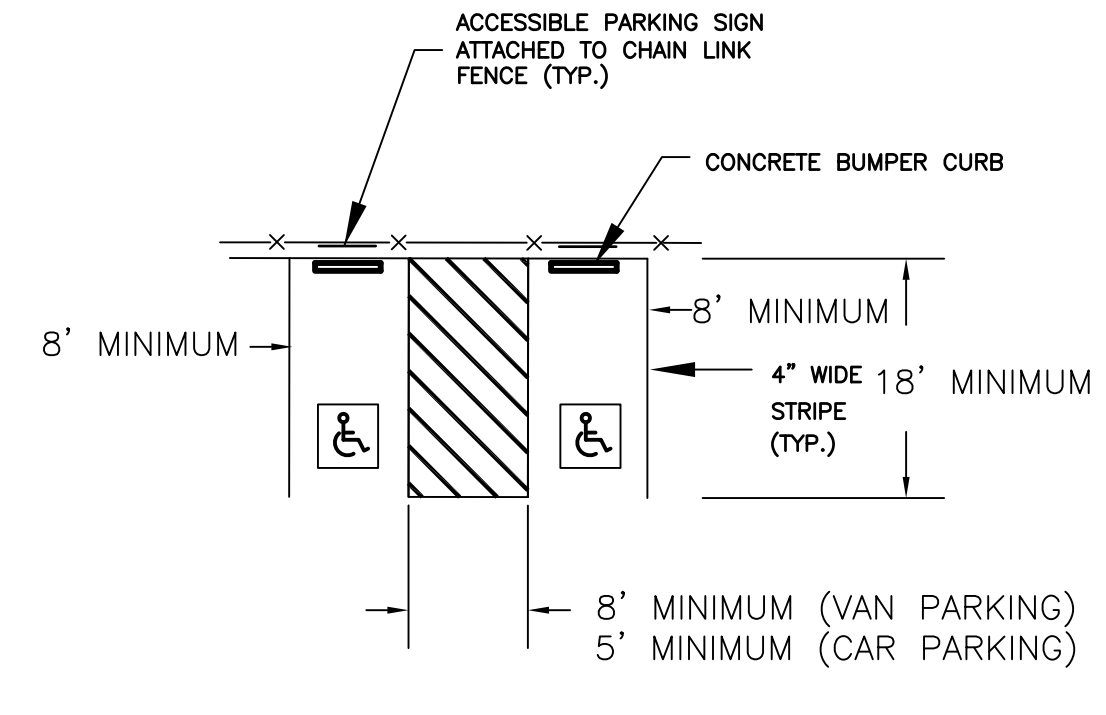
RESET EXISTING CASTING
NOT TO SCALE



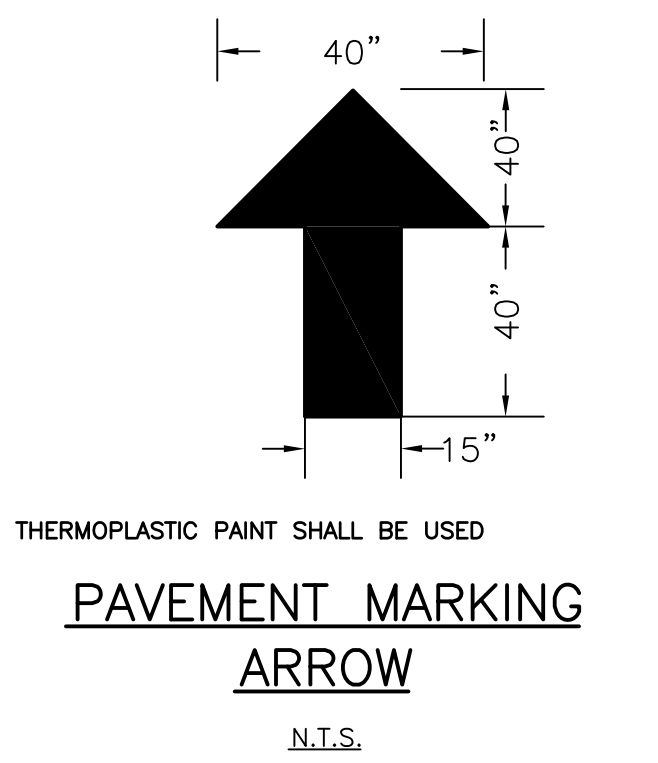
TYPE "B" INLET FRAME & BICYCLE SAFE GRATE
NOT TO SCALE



BICYCLE SAFE GRATE
NOT TO SCALE



ACCESSIBLE PARKING STRIPING LAYOUT
N.T.S.

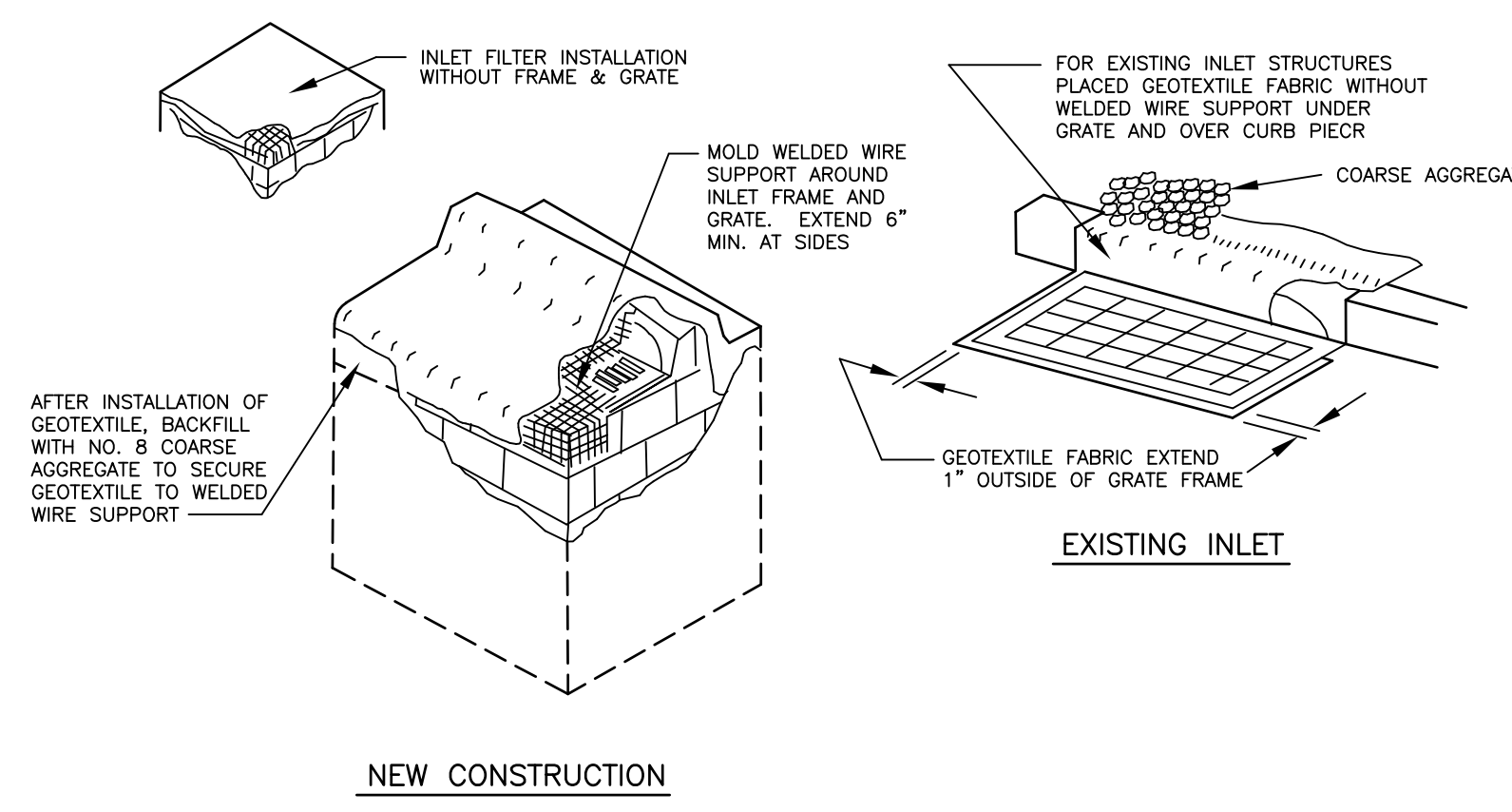


PAVEMENT MARKING ARROW
N.T.S.

CONSTRUCTION NOTES:

1. PAVEMENT TO BE TAMPED AND FEATHERED TO THE SATISFACTION OF THE ENGINEER.
2. A TACK COAT SHALL BE PROVIDED AT THE DIRECTION OF THE ENGINEER.

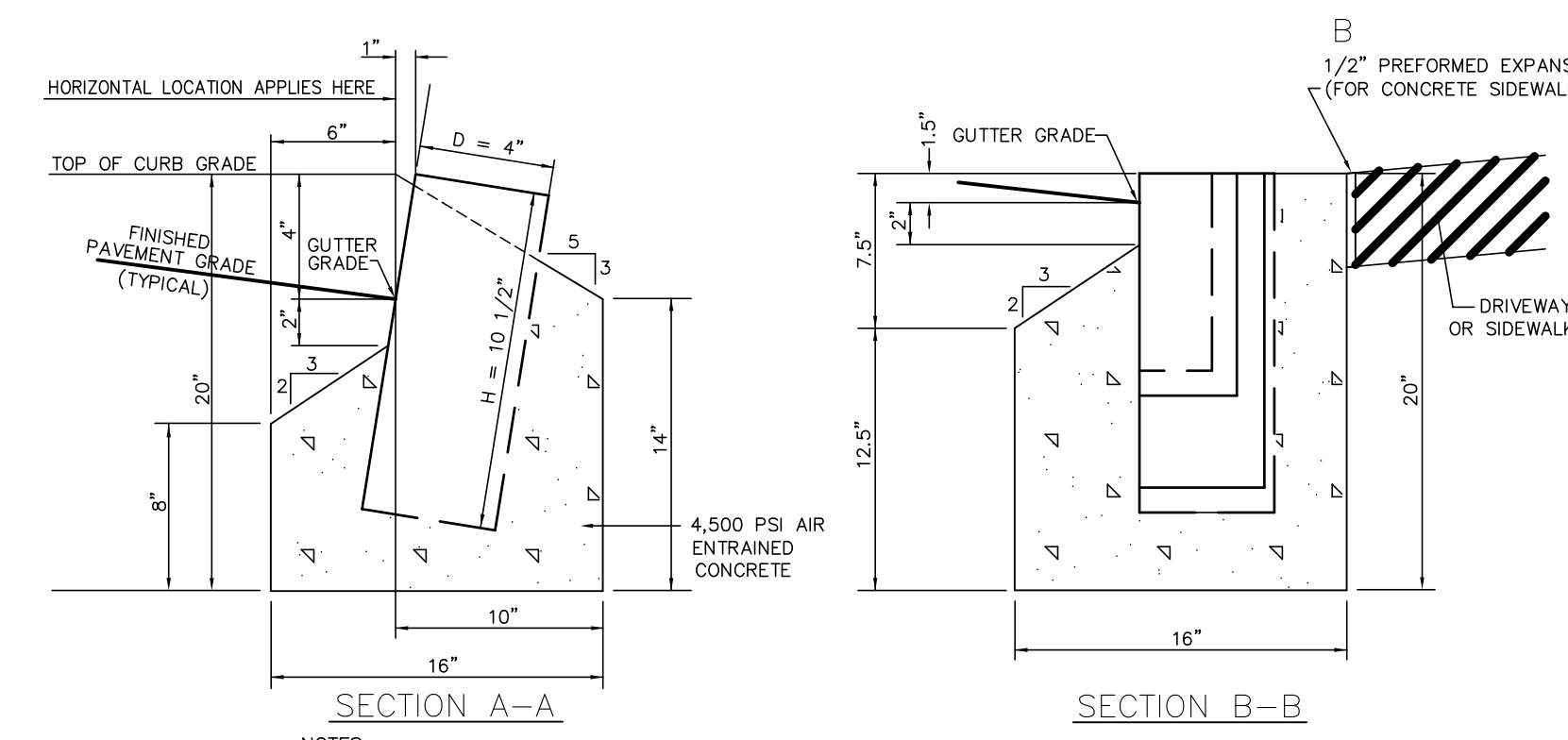
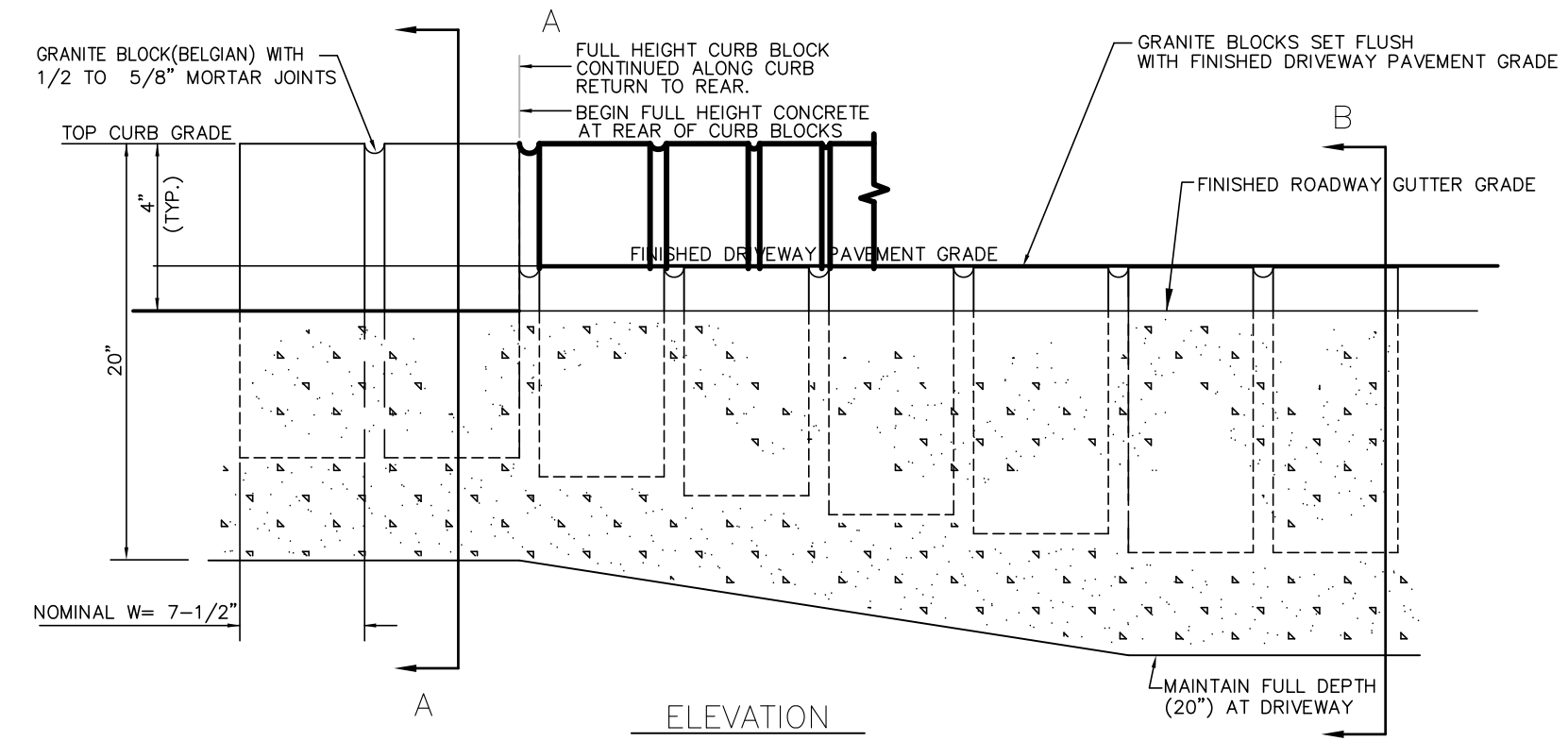
NOTE: GRATE DIMENSIONS TO BE VERIFIED IN THE FIELD.



INLET FILTER
N.T.S.

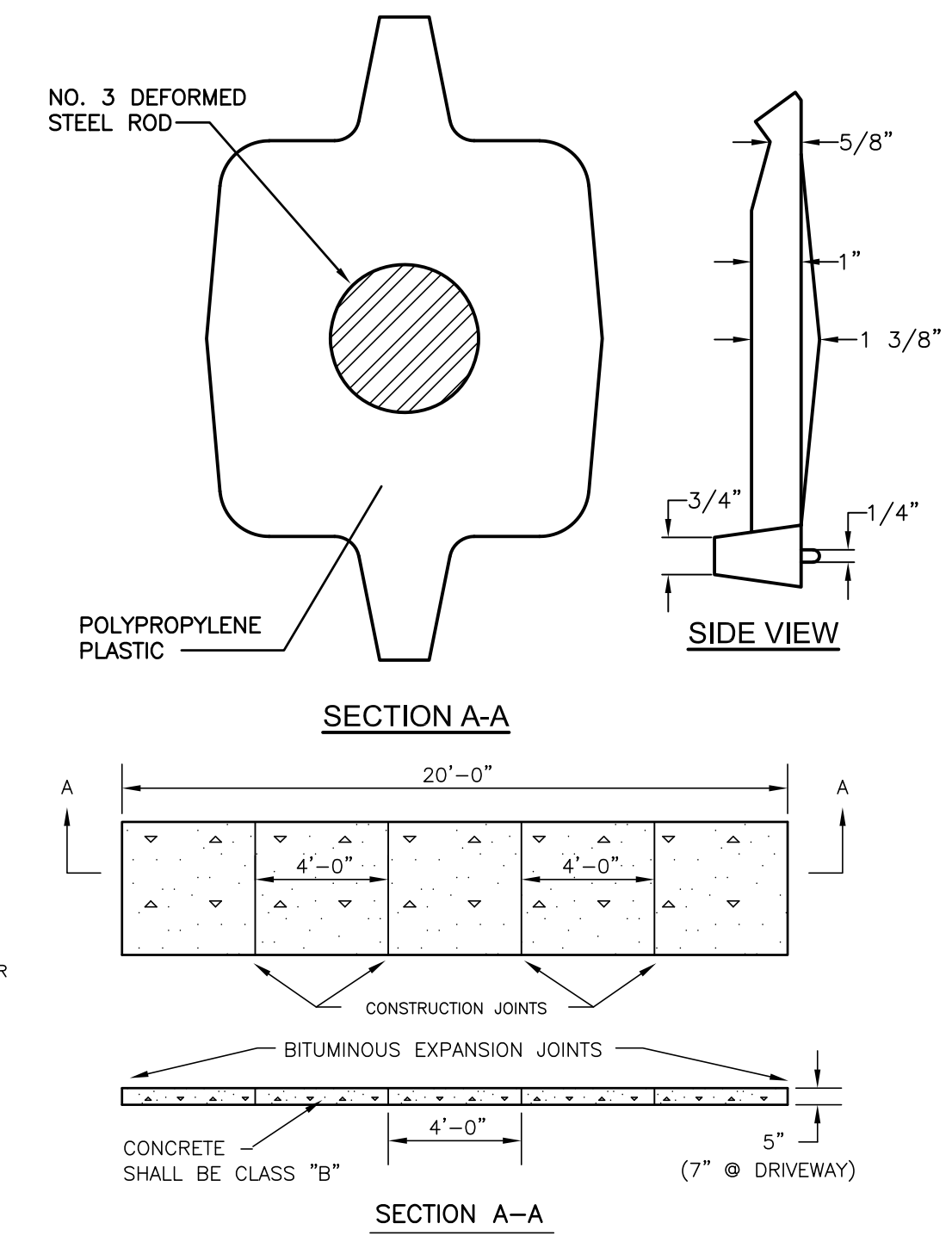
END TREATMENT FOR MILLING OPERATIONS
N.T.S.

BITUMINOUS MATERIAL LEFT BY THE MILLING DRUM RADIUS AT THE LIMIT OF THE MILLING OPERATION SHALL BE REMOVED. SAWING OR TRANSVERSE MILLING SHALL BE USED TO INSURE THAT THE EXPOSED FACE IS CLEAN AND VERTICAL. THIS END TREATMENT IS NOT REQUIRED AT TEMPORARY LIMITS OF MILLING (I.E. END OF WORKDAY). IT IS REQUIRED IN ALL INSTANCES AT WHICH THE COMPLETED MILLING OPERATION IS PROPOSED TO MATCH EXISTING PAVEMENT GRADES.



GRANITE CURB
NOT TO SCALE

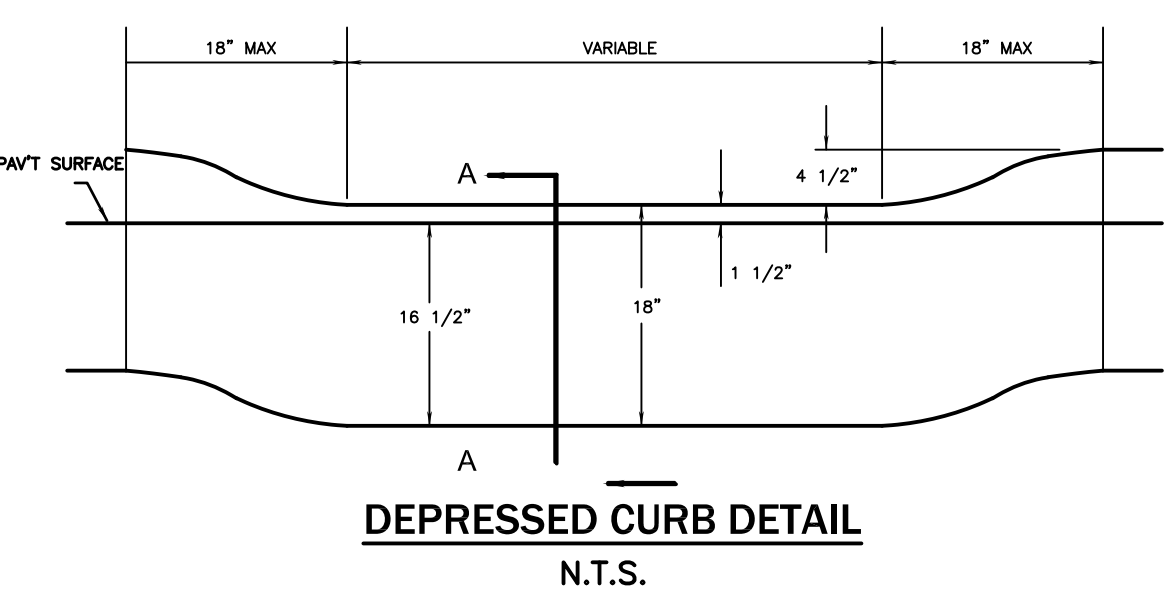
- NOTES:**
1. ALL MATERIALS AND WORKMANSHIP, UNLESS OTHERWISE SPECIFIED, TO BE IN ACCORDANCE WITH N.J.D.O.T. STANDARD SPECIFICATIONS AND SUPPLEMENTAL SPECIFICATIONS.
 2. PROVIDE 1/2" PREFORMED EXPANSION JOINT FILLER TRIMMED TO CONFORM TO CURB SECTION, AT P.C. & P.T. OF CURB RETURNS, AT DRIVEWAYS AND AT 50' INTERVALS ELSEWHERE.
 3. ALL CONCRETE TO BE AIR ENTRAINED, 6% ±1%



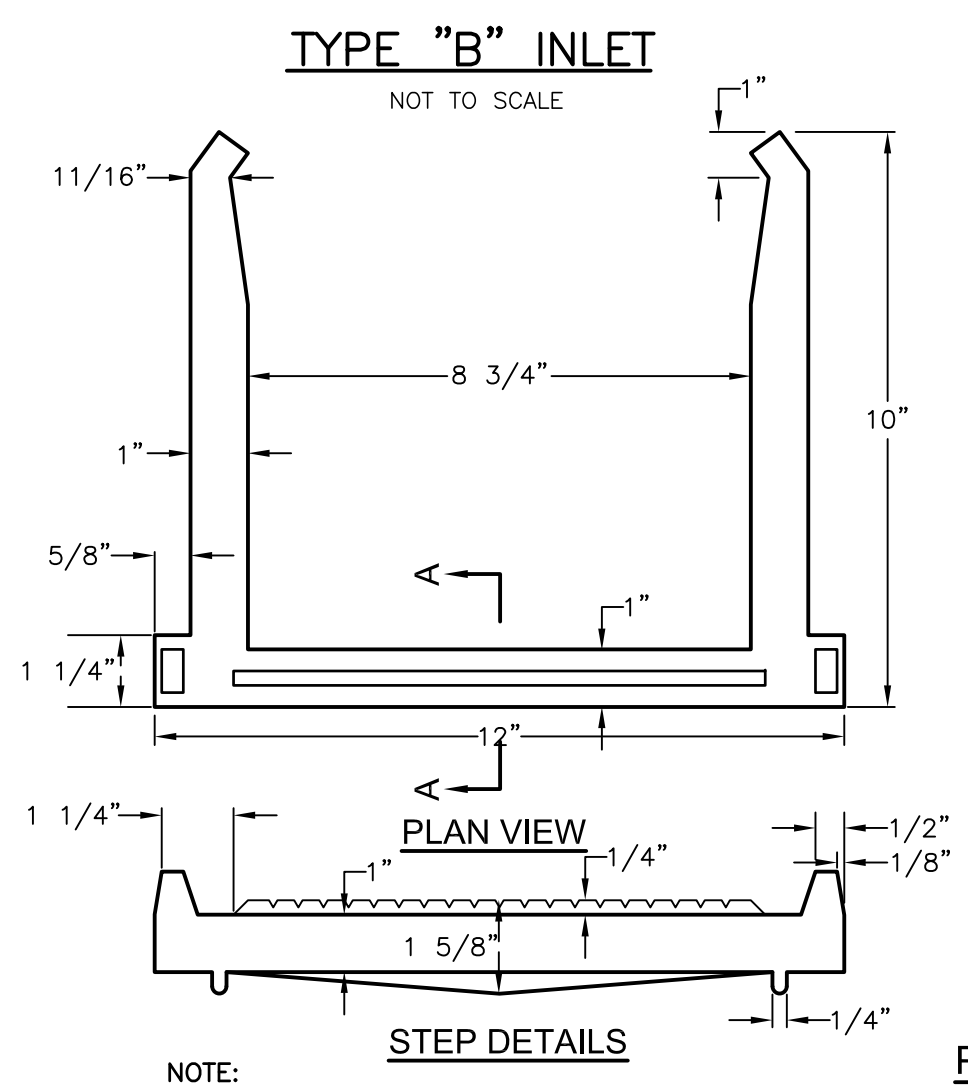
CONSTRUCTION NOTES:

1. A PREFORMED, BITUMINOUS EXPANSION JOINT 1/2" THICK, 4" WIDE, AND EXTENDING THE FULL WIDTH OF THE WALK, UNBROKEN, SHALL BE INSTALLED EVERY TWENTY (20) FEET.
2. CONSTRUCTION JOINTS SHALL BE INSTALLED EVERY FOUR (4) FEET THE FULL WALK WIDTH.
3. THERE SHALL BE A FLOAT FINISH WITH THE EDGES FINISHED WITH A SUITABLE TOOL.

SIDEWALK JOINT DETAIL
NOT TO SCALE

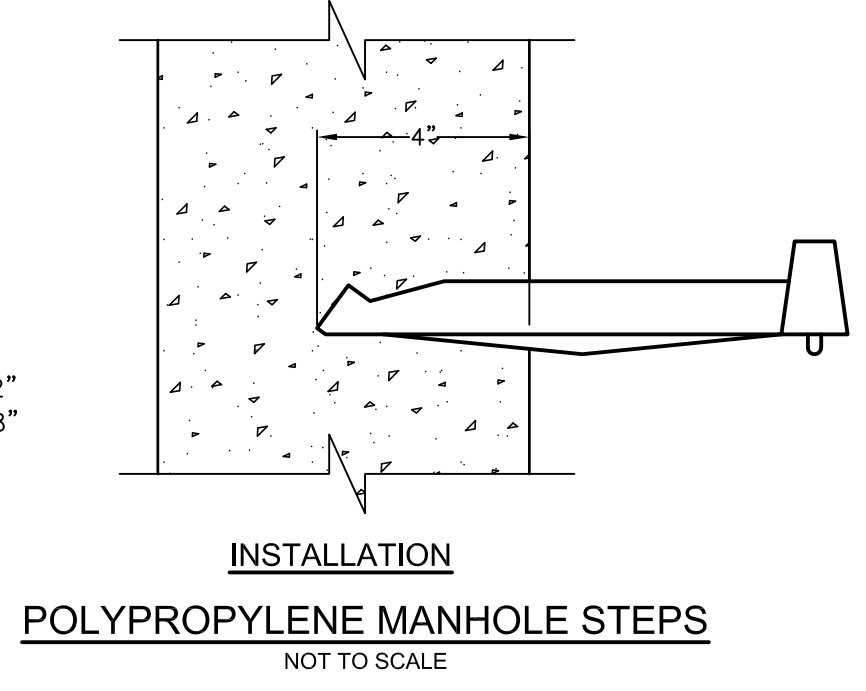


DEPRESSED CURB DETAIL
N.T.S.

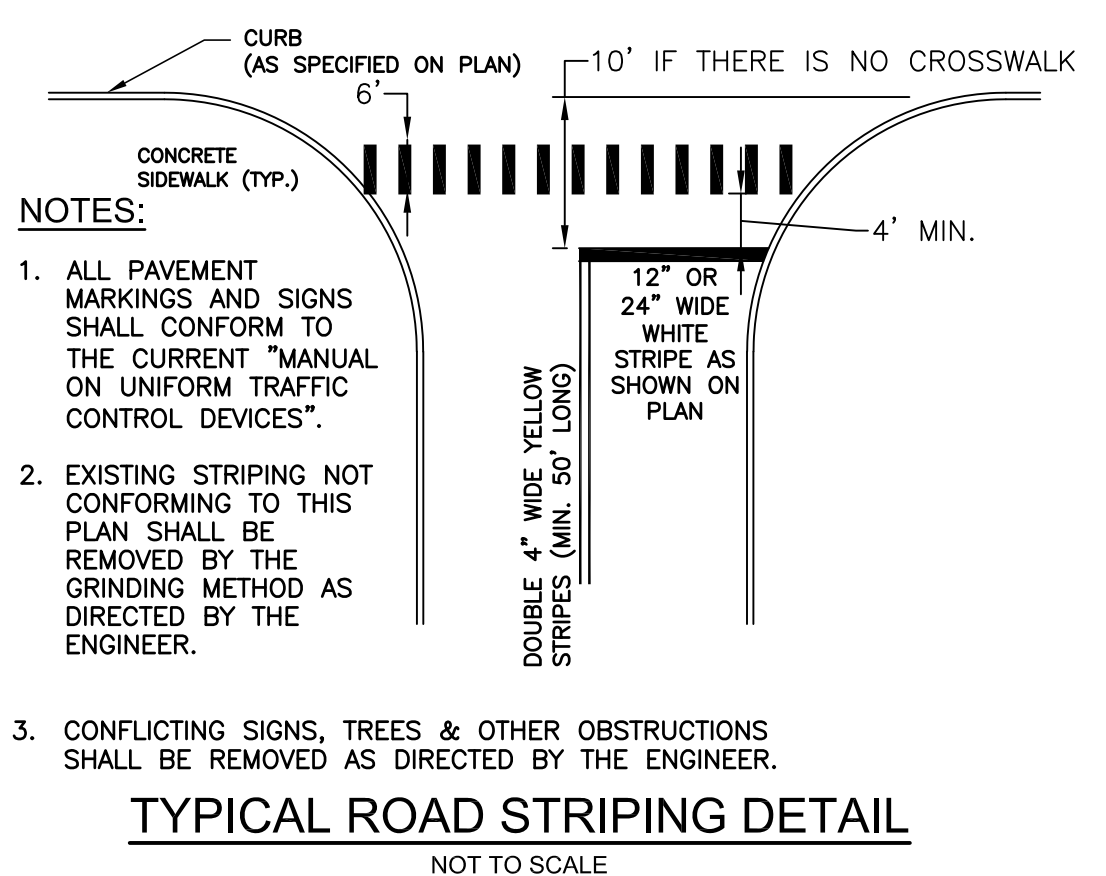


NOTE:

IN PRECAST MANHOLES, STEPS SHALL BE DRIVEN INTO WET CONCRETE WALL DURING MANUFACTURE.



POLYPROPYLENE MANHOLE STEPS
NOT TO SCALE



NOTES:


1. ALL PAVEMENT MARKINGS AND SIGNS SHALL CONFORM TO THE CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
2. EXISTING STRIPING NOT CONFORMING TO THIS PLAN SHALL BE REMOVED BY THE GRINDING METHOD AS DIRECTED BY THE ENGINEER.
3. CONFLICTING SIGNS, TREES & OTHER OBSTRUCTIONS SHALL BE REMOVED AS DIRECTED BY THE ENGINEER.


TYPICAL ROAD STRIPING DETAIL
NOT TO SCALE

BOROUGH OF FANWOOD
 SOUTH AVENUE TRAIN STATION PARKING
 LOT IMPROVEMENT PROJECT
 DATE: 4/24/24

NO.	DATE	DESCRIPTION	CHKD.	APPRD.
REVISIONS				

DESIGNED: **AP**
 DRAWN: **AP**
 OFFICE CHECKED: **AP**


 BOROUGH OF FANWOOD
 75 NORTH MARTINE AVE
 FANWOOD, NJ 07023
 908-322-8236


 ANTONIOS CANAGOPOULOS, PE
 PROFESSIONAL ENGINEER
 NEW JERSEY LICENSE No. 46982

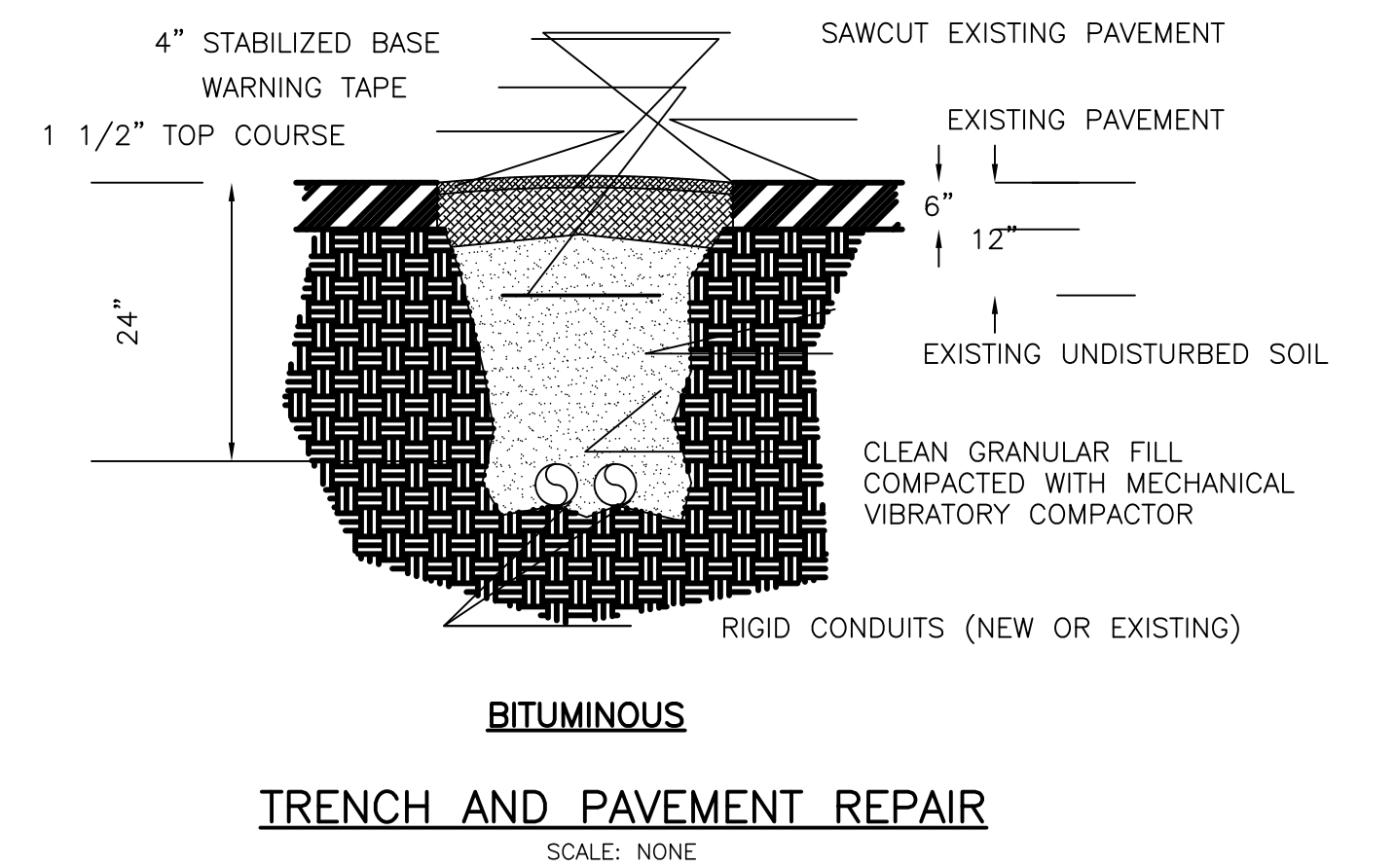
BOROUGH OF FANWOOD
 SOUTH AVENUE TRAIN STATION PARKING
 LOT IMPROVEMENT PROJECT
 BOROUGH OF FANWOOD UNION COUNTY
 SCALE: 1"=20' NEW JERSEY DATE: 4/24/24

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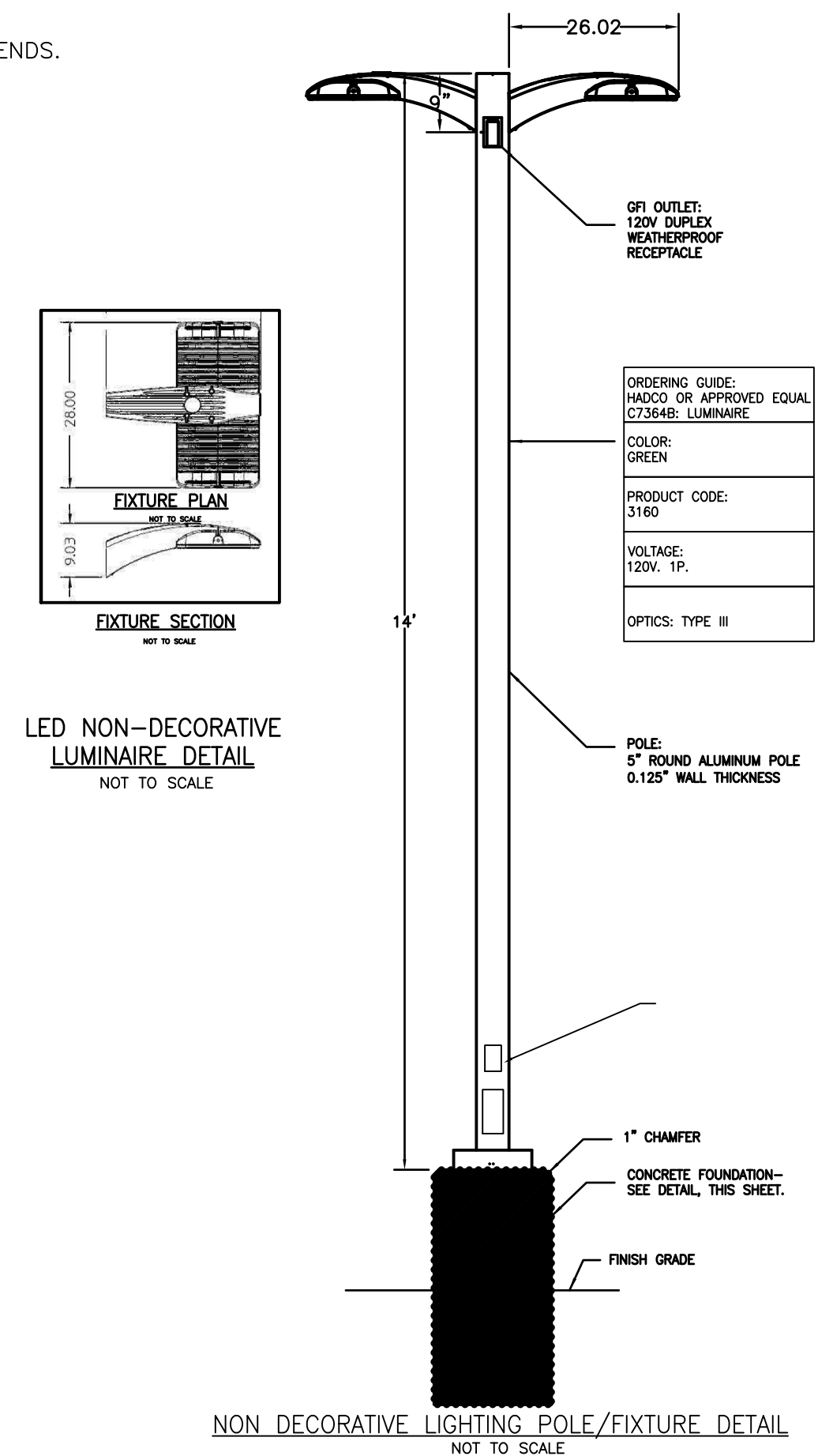
- NO CONSTRUCTION ACTIVITY IS TO TAKE PLACE OUTSIDE THE LIMIT OF DISTURBANCE.
- THESE PLANS DO NOT PROVIDE FOR ANY STOCKPILE AREAS. IF THE CONTRACTOR OBTAINS STOCKPILING LOCATIONS FOR ANY MATERIAL PRONE TO EROSION FOR THIS PROJECT, IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO HAVE A NJ LICENSED PROFESSIONAL ENGINEER PREPARE SOIL EROSION AND SEDIMENT CONTROL PLANS AND TO APPLY FOR AND OBTAIN PLAN CERTIFICATION FROM THE SOMERSET-UNION SOIL CONSERVATION DISTRICT.
- AT THE END OF EACH WORKDAY, THE CONTRACTOR SHALL CLEAN AND REMOVE ALL CONSTRUCTION DEBRIS FROM ROADWAYS AND PARKING LOT AND MAINTAIN SAFE ACCESS TO ALL HOMES AND BUSINESSES FOR PEDESTRIANS AND VEHICLES.
- NO SEPARATE PAYMENT SHALL BE MADE FOR SAWCUTTING, REMOVAL OF CURB, SIDEWALK, OR CONCRETE PAVEMENT. INCLUDE ALL COSTS OF THE ABOVE IN THE VARIOUS ITEMS IN THE BID PROPOSAL. AT LIMITS OF NEW SIDEWALK NOT CLOSE TO EXPANSION JOINTS, THE CONTRACTOR SHALL SAWCUT EXISTING SIDEWALK.
- EXISTING UTILITY INFORMATION SHOWN HEREON HAS BEEN COLLECTED FROM VARIOUS SOURCES AND IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS. THE CONTRACTOR SHALL CONTACT THE SAFE DIG HOTLINE (1-800-272-1000) AND VERIFY ALL INFORMATION TO HIS SATISFACTION PRIOR TO ANY EXCAVATION. WHERE EXISTING UTILITIES ARE TO BE CROSSED BY PROPOSED CONSTRUCTION, TEST PITS SHALL BE EXCAVATED BY THE CONTRACTOR TO ASCERTAIN EXISTING INVERTS, MATERIALS AND SIZES. TEST PIT INFORMATION SHALL BE GIVEN TO THE ENGINEER PRIOR TO CONSTRUCTION TO PERMIT ADJUSTMENTS AS MAY BE REQUIRED TO AVOID UTILITY CONFLICTS.
- IF APPLICABLE, CONTRACTOR SHALL, AT LIMIT OF PAVING, MILL 6' WIDE KEY 1 1/2" AVERAGE DEPTH OR SAWCUT EXISTING PAVEMENT FOR NEAT STRAIGHT LINE UNLESS OTHERWISE DIRECTED. CONTRACTOR SHALL PAY CLOSE ATTENTION TO DETAIL 'END TREATMENT FOR MILLING OPERATIONS' ON DRAWING CD-1, IF APPLICABLE. ALL KEYWAYS SHALL HAVE A SAWCUT, VERTICAL EDGE. MEET EXISTING GRADE AT OUTER LIMIT OF MILLING.
- TACK COAT SHALL BE IN ACCORDANCE WITH SECTION 401.03.02.
- CONTRACTOR SHALL CLEAN AND SWEEP AND TACK THE PAVEMENT IMMEDIATELY PRIOR TO OVERLAY.
- INSTALLATION OF HOT MIX ASPHALT SURFACE COURSE SHALL NOT BE PERMITTED UNTIL THE BASE COURSE IS APPROVED BY THE ENGINEER. THE ENGINEER MAY DIRECT THE CONTRACTOR TO MAKE CORRECTIVE MEASURES TO THE BASE COURSE PRIOR TO THE INSTALLATION OF THE SURFACE COURSE.
- COLD JOINTS RESULTING FROM THE PAVING OPERATIONS SHALL BE TREATED WITH AN APPLICATION OF POLYMERIZED JOINT ADHESIVE IN ACCORDANCE WITH THE NJDOT STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL MAINTAIN EXISTING DRAINAGE PATTERNS WHEN

- RECONSTRUCTING OR OVERLAYING UNLESS OTHERWISE DIRECTED BY THE ENGINEER. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY QUESTIONABLE DRAINAGE AREAS SO THAT FIELD ADJUSTMENTS CAN BE MADE TO ELIMINATE PONDING.
- THE EDGES OF THE HOT MIX ASPHALT BASE COURSE SHALL BE PARALLEL TO THE ROADWAY CENTERLINE AND RECTANGULAR IN SHAPE. ALL EDGES SHALL BE VERTICAL.
- THE LIMIT OF EXCAVATION AND HOT MIX ASPHALT BASE COURSE AT PAVEMENT RECONSTRUCTION AREAS MAY VARY AS DIRECTED BY ENGINEER IN FIELD.
- AT EXCAVATION FOR DRAINAGE PIPE OR STRUCTURES, CONTRACTOR IS RESPONSIBLE FOR SUPPORTING UTILITY POLES AS RECOMMENDED BY THE UTILITY COMPANY. THERE SHALL BE NO SEPARATE PAYMENT FOR THIS WORK. COSTS SHALL BE INCLUDED IN THE VARIOUS ITEMS LISTED IN THE PROPOSAL.
- ALL TRENCHES SHALL BE BACKFILLED AND RECEIVE A MINIMUM OF 2 INCHES OF HOT MIX ASPHALT PAVEMENT AT THE END OF EACH DAY. THERE SHALL BE NO SEPARATE PAYMENT FOR THIS WORK. COSTS SHALL BE INCLUDED IN THE VARIOUS ITEMS LISTED IN THE PROPOSAL.
- PRIOR TO EXCAVATION FOR THE PROPOSED HANDICAP RAMPS, THE ENGINEER AND THE CONTRACTOR SHALL REVIEW THE EXISTING CONDITIONS AT THE LOCATION OF THE PROPOSED ADA COMPLIANT HANDICAP RAMPS AND DETERMINE THE BEST APPROACH FOR CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR ALL SURVEY AND LAYOUT NECESSARY TO PROVIDE PUBLIC SIDEWALK CURB RAMPS THAT COMPLY WITH THE DETAILS.
- ALL NON-CONFORMING HANDICAP RAMPS SHALL BE REPLACED AS DIRECTED BY THE ENGINEER TO CONFORM WITH CURRENT ADA REQUIREMENTS.
- COST FOR ADA COMPATIBLE CURB RAMPS WILL BE PAID AS CONCRETE SIDEWALK, 4" THICK.
- THE LOCATION AND CONFIGURATION OF EXISTING TRAFFIC STRIPES AND MARKINGS SHOWN ON THIS PLAN ARE APPROXIMATE. THE CONTRACTOR SHALL MEASURE AND RECORD THE ACTUAL SIZE, LOCATION AND CONFIGURATION OF EXISTING TRAFFIC STRIPES AND MARKINGS AND REPLACE IN KIND OR AS DIRECTED BY THE ENGINEER.
- LOCATIONS OF GAS AND WATER VALVES SHOWN ARE APPROXIMATE. THERE MAY BE MORE THAN SHOWN ON CONSTRUCTION PLANS. CONTRACTOR IS RESPONSIBLE FOR RESETTING ALL VALVE CASTINGS, REGARDLESS OF WHAT IS SHOWN ON PLANS. INCLUDE COSTS IN VARIOUS ITEMS IN THE BID PROPOSAL.
- RESTORE TURF AREAS WITH 4" THICK BORROW TOPSOILING, FERTILIZING & SEEDING, TYPE 'G', & STRAW MULCHING.
- THE TOPSOIL USED FOR THIS PROJECT SHALL BE IN STRICT CONFORMANCE TO THE PROJECT SPECIFICATIONS. ANY TOPSOIL NOT MEETING THE ENGINEER'S APPROVAL SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.

- CONTRACTOR SHALL SUBMIT SEED BAG TICKETS TO THE ENGINEER FOR APPROVAL PRIOR TO PLACING SEED.
- CONTRACTOR SHALL ESTABLISH A FULL STAND OF GRASS WITH NO BARE PATCHES, CRABGRASS OR WEEDS.
- THE CONTRACTOR IS ADVISED THAT IRRIGATION SYSTEMS ARE PRESENT AT VARIOUS LOCATIONS THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL PREVENT DISTURBANCE OF THESE SYSTEMS TO THE BEST OF HIS ABILITY. IF SYSTEMS ARE DISTURBED, DAMAGED, OR OTHERWISE RENDERED INOPERABLE AS A RESULT OF THE CONTRACTOR'S CONSTRUCTION ACTIVITIES, THE SYSTEMS SHALL BE REPAIRED, RESET, ETC. SO AS TO RESTORE THE SYSTEMS TO THE PRE-CONSTRUCTION CONDITION AND OPERATION AT NO ADDITIONAL COST TO THE BOROUGH.
- THE CONTRACTOR IS ADVISED THAT THE EXISTING CURB PIECES WITHIN THE PROJECT LIMITS MAY BE OF VARYING HEIGHT. THE CONTRACTOR SHALL INVENTORY THE HEIGHT OF ALL EXISTING CURB PIECES TO BE REPLACED BEFORE THE REPLACEMENT "ECO" HEADS ARE ORDERED. PURCHASED "ECO" HEADS OF INCORRECT HEIGHT SHALL BE REPLACED AT NO COST TO THE OWNER.
- LOW TREE BRANCHES OVERHANGING EXISTING OR PROPOSED SIDEWALKS, HANDICAP ACCESS ROUTES, ETC. SHALL BE TRIMMED AS DIRECTED BY THE ENGINEER. THE COST SHALL BE INCLUDED IN THE VARIOUS BID ITEMS.
- ALL DIMENSIONS, UNITS, ETC. ARE IN THE U.S. CUSTOMARY SYSTEM.
- THE CONTRACTOR SHALL PROTECT ALL SURVEY CONTROL POINT MARKS FROM DAMAGE AND SHALL ESTABLISH OFFSET POINTS AS REQUIRED FOR ITS WORK.
- LOCATIONS OF EXISTING AND PROPOSED UTILITIES ARE APPROXIMATE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ALL UTILITY LOCATIONS IN THE FIELD PRIOR TO THE EXCAVATION.
- ALL SOIL EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO GROUND DISTURBANCE.
- DEPRESSED CURBS AT HANDICAPPED RAMPS/CROSSWALKS SHALL BE FLUSH WITH THE PAVEMENT SURFACE. DEPRESSED CURBS AT DRIVEWAYS SHALL HAVE A 1 1/2" CURB FACE.
- ONLY PAY ITEMS LISTED IN THE PROPOSAL ARE APPLICABLE TO THIS PROJECT. PAY ITEMS NOT IN THE PROPOSAL WILL NOT BE USED.
- "ON OR ABOUT" CONSTRUCTION SIGNS SHALL BE PLACED AT THE PARKING LOT 2 WEEKS PRIOR TO THE START OF CONSTRUCTION. FINAL WORDING TO BE APPROVED BY THE BOROUGH ENGINEER PRIOR TO PREPARING THE SIGN.
- THE SITE IS AN ACTIVE COMMUTER PARKING LOT. THE WORK SHALL BE COMPLETED IN JULY OR AUGUST AND SHALL BE PHASED AS FOLLOWS:
 - DURING THE WORK WEEK-ONLY THE ELECTRICAL WORK CAN BE COMPLETED.
 - MILLING, PAVING AND STRIPING SHALL BE COMPLETED ON WEEKENDS.




- ELECTRICAL NOTES:**
- THE ELECTRICAL WORK ON THIS PROJECT SHALL BE PERFORMED IN ACCORDANCE WITH REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC)
 - CONTRACTOR SHALL COORDINATE AND OBTAIN UTILITY COMPANY APPROVAL OF ANY AND ALL WORK ASSOCIATED WITH UTILITY COMPANY SERVICES PRIOR TO CONTRACTOR'S INSTALLATIONS
 - A 1/8" NYLON PULL CORD SHALL BE PULLED INTO ALL RACEWAYS NOT CONTAINING WIRES
 - ALL POWER AND CONTROL WIRING SHALL BE COPPER STRANDED CONDUCTOR WITH "THWN" INSULATION RATED 600 VOLTS UNLESS OTHERWISE NOTED ON DRAWING OR SPECIFICATIONS. SERVICE WIRING SHALL BE AS POWER WIRING BUT HAVE "XHHW" TYPE INSULATION. MINIMUM SIZE OF POWER WIRING SHALL BE #12 AWG. CONTROL WIRING SIZE SHALL BE #14 AWG
 - WHERE RACEWAYS CONFLICT WITH OTHER INSTALLATIONS, THE RACEWAY SHALL RUN ABOVE OR BELOW THE OBSTRUCTION, AS DIRECTED BY THE ENGINEER AND PER CODE
 - CONDUIT SIZE, QUANTITY AND CONFIGURATION SHALL BE IN ACCORDANCE WITH THE PLANS. CONDUITS NOT MARKED SHALL BE 1 1/2" MINIMUM
 - THE CONTRACTOR SHALL PAY ALL FEES AND COSTS ASSOCIATED WITH THE INSTALLATION, CODE INSPECTION AND OPERATION OF THE PERMANENT POWER INSTALLATION INCURRED UP TO AND INCLUDING THE DAY OF ACCEPTANCE. THIS SHALL INCLUDE ALL COSTS REQUIRED BY THE UTILITY COMPANIES TO REMOVE EXISTING POLES/FIXTURES/FOUNDATIONS TO BE REMOVED.
 - ALL NEWLY INSTALLED CONDUCTORS ARE CONTINUOUS. NO SPLICES UNLESS DIRECTED BY THE ENGINEER
 - THE CONTRACT DRAWINGS ARE CONCEPTUAL IN NATURE AND DO NOT INCLUDE ALL THE DETAILS NECESSARY FOR A COMPLETE FUNCTIONAL INSTALLATION
 - ALL WIRES SHALL BE NEATLY BUNDLED AND TAGGED TO INDICATE THE CONNECTED DEVICE. EACH WIRE SHALL BE COLOR CODED AND TAGGED WITH A PLASTIC SLEEVE TYPE MARKER BASED UPON A CONTRACTOR PREPARED WIRING LIST
 - WIRING INSIDE JUNCTION BOXES SHALL BE NEATLY BUNDLED AND SUPPORTED WITH A LISTED CABLE SUPPORT
 - ROUTING OF RACEWAY IS DIAGRAMMATICALLY SHOWN ON CONTRACT DRAWINGS AND FINAL ROUTING OF MUST BE DETERMINED BY THE CONTRACTOR
 - CORE DRILL WALLS FOR CONDUIT ENTRY TO BUILDING AND MAKE WATER TIGHT
 - RUN ALL CONDUIT IN BUILDING INTERIOR CONCEALED IN BUILDING CONSTRUCTION EXCEPT IN ELECTRICAL ROOM.




BOROUGH OF FANWOOD
 SOUTH AVENUE TRAIN STATION PARKING
 LOT IMPROVEMENT PROJECT
 ELECTRICAL PLAN
 DATE: 4/24/24

DESIGNED: AP				
DRAWN: AP				
OFFICE CHECKED: AP				
NO.	DATE	DESCRIPTION	CHKD.	APPRD.
REVISIONS				

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 BOROUGH OF FANWOOD
 75 NORTH MARTINE AVE
 FANWOOD, NJ 07023
 908-322-8236


 ANTONIOS PANAGOPOULOS, PE
 PROFESSIONAL ENGINEER
 NEW JERSEY LICENSE No. 46982

BOROUGH OF FANWOOD
 SOUTH AVENUE TRAIN STATION PARKING
 LOT IMPROVEMENT PROJECT

BOROUGH OF FANWOOD UNION COUNTY
 SCALE: 1"=20' NEW JERSEY DATE: 4/24/24

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