

TOWNSHIP OF PEQUANNOCK
County of Morris, New Jersey

**NJDOT MUNICIPAL AID
PROGRAM FY 2020
ALEXANDER AVENUE
IMPROVEMENTS**

Bidding, Contract Requirements & Specifications

June 2020
Revised December 2020

Members of the Township Council:

Mr. Ryan Herd Mayor
Ms. Kyle Russell Deputy Mayor
Ms. Melissa Florance-Lynch Council Member
Mr. David Kohle Council Member
Mr. Richard Phelan Council Member

Township Manager

Adam W. Brewer

Document Prepared by

Township of Pequannock Engineering Department
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SPECIAL PROVISIONS

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NJDOT MUNICIPAL AID PROGRAM FY 2020

ALEXANDER AVENUE IMPROVEMENTS

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**LEGAL NOTICE
NOTICE TO BIDDERS**

**TOWNSHIP OF PEQUANNOCK
MORRIS COUNTY, NEW JERSEY**

**NJDOT MUNICIPAL AID PROGRAM FY2020
ALEXANDER AVENUE IMPROVEMENTS**

Sealed Proposals will be received by the Township of Pequannock, New Jersey, in the Manager's Office of the Municipal Building, 530 Newark-Pompton Turnpike, Pompton Plains, New Jersey, until 1:00 p.m. prevailing time, March 31, 2021.

Due to the current COVID-19 state of emergency and in order to limit possible exposure to pathogens, all bids may be submitted by either regular mail, Federal Express or United Parcel Service and received at the offices of the Township of Pequannock – Office of the Township Manager, located at 530 Newark-Pompton Turnpike, Pompton Plains, New Jersey, 07444 prior to the time of opening at 1:00 p.m. on March 31, 2021. Bids received after the above time shall not be accepted and/or opened. All bids submitted shall be addressed exactly as follows:

Township Manager
Township of Pequannock
Municipal Building
530 Newark-Pompton Turnpike
Pompton Plains, NJ 07444
Attn: Bid Proposal
NJDOT MUNICIPAL AID PROGRAM FY2020
ALEXANDER AVENUE IMPROVEMENTS

In accordance with Local Finance Notice 2020-10, bids shall be opened in a modified public format. In-person attendance by bidders and/or the general public shall not be permitted due to the current state of emergency. In lieu of same, all bidders shall be provided instructions for web-conference access prior to the opening. A live-stream link will also be posted on the Township's website prior to the opening for use by the general public. Following the opening of bids, the three lowest bids shall be available for review on the Township's website.

The Township will not be responsible for Proposal submissions that are lost in transit or delivered late by the USPS or any other carrier service. All Proposals must be received in and stamped "RECEIVED" by the Township Manager's office prior to the date and time of bid opening. All Proposals not received on time will be returned unopened to the bidder.

In general, the project base bid involves roadway improvements to Alexander Avenue between Newark-Pompton Turnpike and Route 23 in Pequannock Township including milling, installation of approximately 2,100 tons of hot mix asphalt surface course, full-depth pavement repairs as required, accessible curb ramps with detectable warning surfaces, reconstruction of curb, traffic striping, and drainage improvements.

Beginning on February 17, 2021, Prescribed Bid Documents, Plans and Specifications, and other proposed Contract Documents may be obtained by contacting the office of the Township Manager by calling 973-835-5700, ext. 133 or e-mailing manager@peqtwp.org between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, excluding legal holidays. A non-refundable fee of \$50 or the cost of reproduction, whichever is lower is required for the bid

document. Payment must be in the form of cash, certified check or money order made payable to the Township of Pequannock.

Each Proposal will be made upon the prescribed forms furnished with the Specifications and will be accompanied by a Bidder's Certified or Cashier's Check drawn on a solvent bank, in the sum of ten percent (10%) of the amount bid, but in no case in excess of Twenty Thousand Dollars (\$20,000.00), or in lieu of a Certified or Cashier's Check, a Bid Bond in the same amount prepared on the form of Bid Bond attached hereto, duly executed by the Bidder as principal and having as surety thereon a Surety Company approved by the Township of Pequannock. Such checks or Bid Bonds will be made payable to the Township of Pequannock, and will be by it held as a guaranty that in the event the bid is accepted and a Contract awarded to the Bidder, the Contract will be duly executed, and its performance properly secured, and in default thereof, said check or Bid Bond and the amount represented thereby will be retained by the aforesaid Township of Pequannock as liquidated damages.

Proposals will be accompanied, in the case of corporations not chartered in New Jersey, by proper certificate that such corporation is authorized to do business in the State of New Jersey.

Each Proposal will be enclosed in a sealed envelope bearing the name and address of the Bidder will be addressed as previously noted.

The Bidder to whom the Contract is awarded will be required to furnish a Performance Bond and a Payment Bond acceptable to the Township of Pequannock, each in the amount of one hundred percent (100%) of the contract, in conformity with the requirements of the Contract Documents.

In accordance with the requirements of the State of New Jersey Affirmative Action Program, Bidders are required to comply with the requirements of P.L. 1975, C127.

All Bidders must submit to the Township a Business Registration Certificate issued by the New Jersey Division of Revenue, PL 2004 c.57 (NJSA 52:32-44) and NJSA 40A:11-23.2. BRCs may be submitted with Bids but must be submitted prior to the execution of a contract.

Simultaneously with the submission of bids, the corporation or partnership so bidding will furnish a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or greater therein pursuant to Chapter 33, P.L. 1977. Bids will be REJECTED if they do not contain this disclosure statement.

Bidders are notified that they must pay workmen the prevailing wage rate as determined by the New Jersey Department of Labor and Industry for the project, pursuant to the "New Jersey Prevailing Wage Act" - Chapter 150 of the Laws of 1963.

The right is hereby reserved to reject any and all bids or any part thereof or to waive any minor informalities or irregularities and to accept any bid or bids if deemed in the best interest of the Township of Pequannock to do so.

TOWNSHIP OF PEQUANNOCK

Adam W. Brewer, Township Manager

GENERAL INFORMATION,
INSTRUCTIONS TO
BIDDERS, AND
STATUTORY
REQUIREMENTS

GENERAL INFORMATION, INSTRUCTIONS TO BIDDERS, AND STATUTORY REQUIREMENTS

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GENERAL INFORMATION

All bids must be submitted on the attached bidding forms furnished by the Township and must be placed in a sealed envelope, addressed to the owner, clearly marked on the outside with the name and address of Bidder and the following text:

"BID FOR: NJDOT MUNICIPAL AID PROGRAM FY2020 - ALEXANDER AVENUE IMPROVEMENTS"

Bids must be received by the Township Clerk prior to the time and date set for the opening of bids.

Scope of Work

The project base bid involves roadway improvements to Alexander Avenue between Newark-Pompton Turnpike and Route 23 in Pequannock Township including milling, installation of approximately 2,100 tons of hot mix asphalt surface course, full-depth pavement repairs as required, accessible curb ramps with detectable warning surfaces, reconstruction of curb, traffic striping and drainage improvements.

The attention of the Bidder is directed to the General Conditions, Specifications, and Additional Technical Specifications as set forth in this bid package.

All work shall be done in accordance with the Ordinances of the Township of Pequannock and the attached specifications.

Bidders, or their authorized agents, are invited to be present when bids are opened and read publicly at the time specified. No bids may be withdrawn after the specified opening time and date, and all bids become the property of the Township of Pequannock and will not be returned to the bidders.

1. Pre-Bid Process

- It is the Bidder's responsibility to have carefully examined the Specifications and to have visited the project sites before submitting its Proposal.
- During the bidding period, the Engineer may furnish addenda, bulletins, additions, alterations, or clarifications of the Drawings and Specifications, which shall be included in the work covered by the bid. It shall be the responsibility of the Bidder to ascertain that he has received all addenda and bulletins issued, prior to submitting its bid. All issued addenda and bulletins shall become part of the Contract Documents.
- Every request for interpretation or clarification shall be made in writing and addressed and forwarded to the Engineer's Office, Township of Pequannock, 99 Alexander Avenue, Pompton Plains, NJ 07444. No inquiry received within seven (7) days of the date fixed for opening up bids will be given consideration. Every interpretation or clarification will be in the form of an addendum or bulletin, which, when issued, will be sent as promptly as it is practicable to all persons to whom the Drawings and Specifications are known to have been issued.
- No pre-bid meeting is scheduled for this project

2. Bid Opening and Acceptance/Rejection Process

- At the time of the opening of bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents, including all addenda and bulletins. The failure or omission of any Bidder to receive or examine any form, instrument, or document or to visit the site and acquaint himself with conditions there existing, shall not relieve any Bidder from its obligation to furnish all material and labor necessary to carry out the provisions set forth in its Proposal.
- The Proposal must be made upon forms furnished in the Bid Document. The blank spaces in the proposal must be filled in correctly where indicated each and every item for which a quantity is given, and the Bidder must state the prices for which he proposes to do each item of the work contemplated.
- Each Proposal shall contain adequate proof of the qualifications of the Bidder to perform in a satisfactory manner the terms of the Instructions to Bidders, Proposal, Contract, and Specifications. Each proposal packet shall contain the following documentation, properly filled out and complete:
 - i. Proposal
 - ii. Vendor Information Sheet
 - iii. Bid Document Submission Checklist
 - iv. Bid Proposal
 - v. Bidder's Affidavit
 - vi. Bid Guarantee
 - vii. Ownership Disclosure Certification Form
 - viii. Acknowledgement of Principal
 - ix. Consent of Surety
 - x. Acknowledgement of Receipt of Addenda
 - xi. Eligibility Affidavit
 - xii. Non-Collusion Affidavit
 - xiii. Prevailing Wage Declaration
 - xiv. Affirmative Action Affidavit
 - xv. Affirmative Action Compliance Notice
 - xvi. NJ Anti-Discrimination Provisions
 - xvii. ADA
 - xviii. Stockholder Disclosure Form
 - xix. Disclosure of Investment Activities in Iran
 - xx. Business Registration
 - xxi. Public Works Registration
 - xxii. Equipment Certification
 - xxiii. Performance Record to Accompany Form of Proposal
 - xxiv. Certification of Bidders Status
 - xxv. Statement of Financial Responsibility
 - xxvi. Sub-Prime Contractor Certification
 - xxvii. Drug-Free Workplace Certification
- Proposals with missing or incomplete information may result in rejection of the Bid.
- Failure to comply with any of the instructions set forth herein may be cause for rejection of the Bid by the Township Council.

- The Township Council reserves the right to reject any and all Bids, or to award in whole or part, if deemed in the best interest of the Township to do so and the right to waive any informality in any Bid should it be deemed in the best interest of the Township to do so.
- The Contractor hereby guarantees to the Township of Pequannock that all materials, supplies, and equipment as listed on the Proposal in this Contract meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Act of 1970, as from time to time amended and in force at the date hereof.

3. Post-Bid Process

- Pursuant to N.J.S.A. 40A:11-24a., the Bid Guarantee, except those of the three apparent lowest responsible Bidders, will be returned, if requested, after ten (10) days from the opening of the bids, Sundays and holidays excepted.
- The Township may make investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Township all such information and data for this purpose, as the Township may request. The Township reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Township that he is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

4. Award Process

- Award, if made, will be to the responsible Bidder whose Total Price is the lowest of all the Proposals received. Whenever two or more bids of equal amounts are the lowest bids submitted by responsible Bidders, the Township may award the Contract to any one of such Bidders as in its discretion it may determine.
- The Township Council of Pequannock shall award the Contract or reject all bids within such time as may be specified in the Notice To Bidders, but in no case more than sixty (60) days, except that the bids of any Bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed.
- Affirmative Action evidence must be submitted within seven (7) days after receipt of the Notification of Intent to Award the Contract and prior to signing of the Contract. If the Contractor does not submit the Affirmative Action document within the required time period, the Township of Pequannock must declare the Contractor as being non-responsive and award the Contract to the next lowest Bidder.
- Award made to a Bidder not a resident of the State of New Jersey is conditioned upon Bidder designating a proper agent in the State on whom service can be made in the event of litigation.
- If for any reason the contract is not awarded and the bidders have paid for or paid a deposit for the plans and specifications to the contracting unit, the payment or deposit shall immediately be returned in reasonable condition within ninety (90) days of notice that the Contract has not been awarded.

5. Execution of Contract Process

- The Contract to be executed between the successful Bidder and the Township shall be in accordance with the terms of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

- The successful bidder shall be required to execute a Contract with the Township of Pequannock in a form approved by the Township Council.
- The Contract shall be signed by all parties within the time limit set forth in the specifications, which shall not exceed twenty-one (21) days, Sundays and holidays excepted, after the making of the award; provided, however, that all parties to the contract may agree to extend the limit set forth in the specifications beyond the twenty-one (21) day limit required in this subsection.
- In case of Bidder's failure or neglect to execute said Contract or provide the required documents, the Township may at its option determine that the Bidder has abandoned the Contract, and thereupon the Proposal and acceptance shall be null and void, and the Bid Guarantee accompanying the Proposal shall be forfeited to the Township of Pequannock, not as a penalty, but as liquidated damages, or payment shall be made to the Township of Pequannock under the provision of the Bid Guarantee, as the case may be.
- In the event of default and subsequent award to another Bidder, the Bid Guarantee will become liable up to its full amount for the difference between the amount of the bid and default, including Alternate Bids, which the Township wished to accept and that amount for which the Township is obligated to award to another Bidder, plus any additional expenses related thereto. To the extent that the Bid Guarantee does not satisfy the foregoing amount, Bidder shall be liable for the difference.
- The Bid Guarantee shall similarly be forfeited as liquidated damages if the Plan, Experience, Equipment Certification, or Non-Collusion Affidavit required to be submitted contains a false, deceptive or fraudulent statement.
- The Contractor shall furnish the Township, at the time of execution of the Contract, with a Certificate of Insurance evincing the proper levels of coverage in accordance with the Township of Pequannock Insurance Requirements set forth in these Specifications.
- After the signing of the Contract and the approval of the Contractor's Performance Bond, the Bid Guarantees of the remaining unsuccessful Bidders shall be returned to them within three (3) days.
- All of the documents contained in the bid package, as well as all of the Contract drawings and Specifications shall be included by reference in the final Contract.

6. Pre-Construction Process

- The Contractor, upon written request to the contracting unit, is entitled to receive, within seven (7) days of the request, an authorization to proceed pursuant to the terms of the contract on the date set forth in the contract for work to commence, or, if no date is set forth in the contract, upon receipt of authorization.
- The Contractor is required to attend a pre-construction meeting that will be scheduled and coordinated by the Owner or its representative. The topics of the meeting will include (but not be limited to): emergency contacts, traffic control, site security, stakeout/survey, construction methods, payment schedules, and retainage.
- In no case shall the Contractor begin any job without furnishing the Township of Pequannock with a proper Insurance Certificate.
- Photographs of the site conditions are to be taken and provided to the Engineer prior to commencement of work.

7. Construction Process

- American Goods. In accordance with N.J.S.A. 40A:11-18, American goods and projects, wherever available, are to be used by contractors.
- New Jersey Right to Know Labeling Requirements. All products supplied to the Township of Pequannock under any resulting Contracts shall comply with the New Jersey Right to Know Labeling Requirements. This is an important and irrevocable part of any resulting Contract.
- The Contractor shall comply with all provisions of the Americans with Disabilities Act and shall undertake whatever action is necessary in order to comply with same. This is an important and irrevocable part of any resulting Contract.
- The Owner or its representative will periodically conduct site inspections to observe the quality and progression of the work.
- The Contractor shall submit certified payroll records to the Owner within ten (10) days of payment of wages. The Township Financial Officer will not release any payment, unless properly executed Certified Payroll Sheets for the corresponding time period, are in the Township's possession.
- The Contractor can apply for progress payments no more than once a month by submitting to Owner a completed Payment Voucher (obtained from Pequannock Township) and an invoice on the Contractor's letterhead. The invoice must include a reduction of the amount due to reflect two percent (2%) retainage to be held until project completion.
- The Owner or its representative shall research the payment applications within ten (10) days of receipt of the application. If the Owner or its representative disagrees for any reason that the amount due is owed, it shall set out its reasons in writing and notify the Contractor of such. Otherwise, upon approval, the application for payment will be processed as per the Contract.
- Payments to the Contractor will be made within thirty (30) days from approval of the payment application.
- Completion Date. **Work on this project shall be completed within sixty (60) days after notice to proceed.**

8. Post-Construction Process

- A maintenance bond will be required in the amount of fifteen percent (15%) of the adjusted contract amount for a period of two (2) years.
- The Contractor shall make no claim against the Township of "Anticipated Profits".
- The final payment application made by the Contractor shall include the previously withheld retainage.
- Final payment to Contractor will be made only upon approval of the completed work and delivery of the Maintenance Bond and any warranties to the Owner.
- The Performance Bond will be released after satisfaction of all liens and claims, but in no case sooner than one (1) year after final payment.
- The contractor or subcontractor and each of their affiliates shall collect and remit the Director of the Division of Taxation and the Department of the Treasury the tax due pursuant to the Sales and Use Tax Act on all their sales of tangible personal property delivered into this state.

9. Contract Dispute Procedures

- Public Law 1997, c.371 (N.J.S.A. 40A:11-41.1) requires that disputes between the Township and Contractor shall be submitted to a process of Resolution utilizing ADR practices for mediation pursuant to industry standards. This contract shall be subject to non-binding mediation pursuant to the Rules and Procedures of the American Arbitration Association.
- Liquidated Damages shall be \$200.00 per calendar day, in accordance with Section 108.20 of the NJ Department of Transportation Standard Specifications for Road and Bridge Construction, 2019.

Instructions To Bidders And Statutory Requirements

I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as "owner," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the designated representative until 1:00 P.M. on July 22, 2020 at the Township Municipal Building located at 530 Newark-Pompton Turnpike, Pompton Plains, NJ as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The colored "Bid Documents", pages P-1 through P-44, 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" with the contract title NJDOT Municipal Aid Program FY 2020 - Alexander Avenue Improvements.
- D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:

- Bids 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.
- Bids 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.
- Bids by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

II. BID SECURITY AND BONDING REQUIREMENTS

A. BID GUARANTEE (Proposal document)

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit a bid guarantee shall result in rejection of the bid.

B. CONSENT OF SURETY (Proposal document)

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit a consent of surety form shall result in rejection of the bid.

C. PERFORMANCE BOND (Contract document)

Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. 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.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

D. LABOR AND MATERIAL (PAYMENT) BOND (Contract document)

Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

E. MAINTENANCE BOND (Post-construction document)

Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not less than fifteen percent (15%) of the project costs guaranteeing against defective quality of work or materials for the period of two (2) years.

III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a 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.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all known prospective bidders. All addenda so

issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The owner's interpretations or corrections thereof shall be final.

When issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.2.

D. Discrepancies in Bids

1. 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.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

E. Pre-Bid Conference

If stated in the Notice to Bidders:

☒ A Pre-Bid Conference is not required for this bid.

☐ A pre-bid conference for this proposal will be held on _____.

Attendance is not mandatory but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

V. INSURANCE AND INDEMNIFICATION

A. INSURANCE REQUIREMENTS

The contractor must provide all insurances and insurance limits required by the Contract specifications at the time of execution of the contract.

All requirements of "Insurance For Construction Contracts", as found in these Contract documents, must be provided as part of the Contractor's obligations to the Contract.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

C. INDEMNIFICATION

Bidder shall indemnify and hold harmless the owner from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The owner is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its 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 11.10. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. 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 Exhibit A of this bid specification.

1. Goods and Services (including professional services) Contracts

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

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

2. Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and 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.

B. 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 A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and

attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

D. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A.

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

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

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

E. 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 N.J. 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.

F. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lssc/lspubcon.html.

G. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lssc/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

H. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

I. PAY TO PLAY

Starting in January, 2007, 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) pursuant to N.J.S.A. 19:44A-20.27 if 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. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

VIII. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The owner may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)
- G. The municipality is prohibited from making any awards to contractors or approving as subcontractors any individual(s) or firm(s) which are on lists of contractors ineligible to receive awards from the United States Government and or the state of New Jersey.
<http://www.state.nj.us/treasury/debarred/>

X. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon 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. 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.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.
- F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.
It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.
- H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

XI. PAYMENT

- A. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the Owner's policy and procedures.

SPECIAL PROVISIONS

A. AUTHORIZATION OF CONTRACT

The Contract for this Project is authorized by the provisions of Local Public Contracts Law, N.J.S.A. 40A: 11-1 et seq.

B. PROJECT SITE

Alexander Avenue between Newark-Pompton Turnpike and Route 23 in Pequannock Township, Morris County, New Jersey

C. GENERAL SCOPE OF WORK

This project consists of roadway improvements along Alexander Avenue including milling, installation of approximately 2,100 tons of hot mix asphalt surface course, full-depth pavement repairs as required, accessible curb ramps with detectable warning surfaces, reconstruction of curb, sidewalks, traffic striping and drainage improvements.

D. RATE OF PROGRESS AND TIME OF COMPLETION

Time is of the essence as to the time frames stated in the Contract. The Contractor to whom the Contract is awarded shall submit a schedule which will show the order in which the proposed work will be performed and the dates when each part will be started and completed. The rate of progress will be such that all work required for Substantial Completion shall be completed within sixty (60) working days of the Notice to Proceed, unless an extension of this time shall be made in a manner herein provided. The Contract schedule shall be approved by the Township Engineer and shall be updated, as determined necessary.

Construction is to commence no later than 30 days from the date on the executed Notice-To-Proceed.

E. WAGE RATES

The Contractor shall pay the minimum wage rates determined by the New Jersey Department of Labor. State wage rates may be obtained from the New Jersey Department of Labor (Telephone No: 609-292-2259) or by accessing the Department of Labor's web site. The State wage rates in effect at the time of award will be made a part of this Contract, pursuant to Chapter 150, Laws of 1963 (NASA 34:11-56.25, et seq.).

Regulation N.J.S.A. 12:60-2.1 and 6.1 of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et. seq. requires that certified payroll records must be submitted to the public body, by all contractors and subcontractors, for each employee on the Project within ten (10) days of the payment of wages.

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.

F. DISPOSAL OF REMOVED MATERIAL AND DEBRIS

All material removed from the site including but not limited to pavement, concrete and soil shall be disposed of at a New Jersey Approved Class "B" Recycling Facility. Documentation from the approved disposal facility showing the weight of material recycled shall be provided to the municipality within 15 days of acceptance by the disposal facility. Material which cannot be recycled shall be disposed of in accordance with Solid Waste Management Act (N.J.S.A. 13:1E-1) and N.J.A.C. 7:26.

G. PERMITS

The Contractor shall acquire all necessary county and state permits. This project intersects State and County Routes. The following streets are State or County Roads:

- a. **County Route 660 (Newark-Pompton Turnpike)**
- b. **State Route 23 South**

The Contractor is responsible for completing applications and preparing any documents or plans required to obtain the permits for the proposed work. No separate payment shall be made for obtaining permits, or preparing any documents or plans required to obtain permits, include costs in the various items scheduled in the Proposal. Permits include, but are not limited to, State, County or Municipal.

H. WORK HOURS: 7:00 A.M. - 5:00 P.M.

I. PRE-CONSTRUCTION MEETING

Pre-Construction Meeting: Before construction is started, pre-construction conferences are to be held. During the first conference the Owner, his Engineer, and the Contractor will discuss the procedures to be followed by the Contractor during the construction process. Upon award from the Township, the contracts will be forwarded to the Contractor for his signatures. At the pre-construction meeting, the Contractor is required to submit the executed Contract Documents, Affirmative Action Forms, Performance Bond, Certificate of Liability and Workmen's Compensation Insurance, Construction Schedule and all necessary NJDOT forms (including, but not limited to NJDOT Material Questionnaire form).

J. INSURANCE REQUIREMENTS

As also stated in the insurance requirements subsection of the contract's Standard Specifications section, the required insurance policies need to include the Township, and their professionals, their successors, officers, agents, employees, and servants the designation as additional insured's. If the Certificate-of-Insurance includes a provision which require that the policy be endorsed to name additional insured parties or any other provisions of the insurance requirements, the appropriate endorsements must be included with the insurance certificate. The insurance information need not be submitted until the contract is awarded.

K. SPECIFICATIONS TO BE USED

The 2019 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation and as amended herein, shall govern the construction of this project.

Reference to ME or RE in the 2019 Standard Specifications or these contract documents shall refer to and mean the professional engineering representative of the Municipality (a.k.a. Township Engineer) and reference to the word Inspector shall mean the authorized project representative of the Engineer. The word laboratory shall mean and refer to the Engineer, who may, at his discretion, and with the consent of the Municipality, employ qualified technical personnel or testing laboratories to assist him in fulfilling the duties normally assigned to the laboratory. Whenever reference to Title 27 is made, it is construed to mean Title 40.

L. FIRST ANNIVERSARY INSPECTION

The first anniversary inspection shall be completed approximately one year after the construction work has been completed. The inspection shall be completed not less than 21 days before expiration of the Maintenance Bond. It shall be the responsibility of the contractor to repair or reconstruct any defects found by the municipality during this inspection.

M. CONSTRUCTION OF CURBS AND SIDEWALKS

- M-1 Topsoil, seed, fertilizer and straw mulching as needed, where curb and sidewalk is being replaced in-kind, shall not be paid separately;
- M-2 Repair disturbed pavement according to Morris County Specifications, as necessary;
- M-3 The Contractor shall maintain depressed curb at existing driveways unless indicated on the plan set;
- M-4 The Contractor is to ensure that all flush curb constructed for ADA ramps is 9"x18" concrete vertical curb;
- M-5 The limits of curb and sidewalk to be replaced shall be from existing expansion joint to existing expansion joint as directed by the Engineer;
- M-6 Reference to detectable warning surface shall mean cast-in-place composite in Safety Red, or as directed by the Engineer. All new curb ramps shall be cast-in-place;

N. DRAINAGE

- N-1 The Contractor is to ensure that all areas to be paved, whether roadway, sidewalk

or driveway, will have positive drainage so that ponding does not result.

N-2 The Contractor is responsible for all sawcutting, trenching, removal and legal disposal of any asphalt and/or concrete to be removed as part of these improvements.

N-3 All structural components of any proposed inlet (concrete slab, steel beam, etc.) are shown for schematic purposes only and inlet design shall be signed and sealed by a New Jersey licensed Professional Engineer.

O. HOT MIX ASPHALT

O-1 The use of a nuclear gauge density meter is recommended during construction to assist in compaction, however, only asphalt core test results will determine whether air void requirements were met.

O-2 The contractor is required to clean the roadway with a vacuum sweeper prior to the application of tack coat to the satisfaction of the Township Engineer.

P. STRIPING

Temporary lane markers shall be installed upon the completion of the paving until permanent striping is applied. The Contractor shall install traffic stripes within no more than 48 hours of the road being paved.

Q. EXCAVATION

Q-1 Should the Contractor suspect that excavated material is impacted or contaminated, the Contractor shall alert the Engineer and stop excavation of the material. The Contractor shall then cover the open trench with a steel plate and provide/perform anything necessary to ensure the work area is left in a safe condition, then mobilize to perform work on another area of the proposed improvements. No separate payment shall be made for the above, include cost in the various items scheduled in the proposal.

Q-2 The Contractor shall provide the Engineer with the location of the excavated material stockpile and allow unrestricted access 24/7 to the Engineer so stockpile operations can be monitored whenever deemed necessary by the Engineer. Clear separation from other materials in the immediate area must be evident and maintained at all times. Stockpiled excavated material must be removed weekly.

R. SITE RESTORATION

Any restoration required outside of the Right-of-Way must be completed immediately after the proposed improvements are completed for that specific area.

S. UTILITY COORDINATION

- S-1 The Contractor is responsible for coordinating any utility relocations required due to conflicts with the appropriate utility company. No separate payment shall be made for any utility coordination.
- S-2 Electric Service and Water Service Coordination for temporary utility service for the Contractor's use and associated applications with the Utility companies are the Contractor's responsibility.

T. GENERAL ITEMS

- T-1 Photographs of Existing Site Conditions: The Contractor shall take photographs of the Project Site prior to the start of work.
- T-2 Utility Mark-Out: Contractor is responsible for all utility mark-outs necessary on each job site.
- T-3 Notices to Residents and Businesses: At least 72 hours prior to the start of work, the Contractor shall provide written notice to all residents and businesses within the project site.
- T-4 Inspection: The Contractor shall notify the Engineer at least 48 hours in advance of the need for an inspection.
- T-5 Storage of Materials is not permitted within the public right-of-way. Contractor is responsible to secure area of storage of materials. The Township may allow the storage of materials at adjacent, municipally owned properties, subject to the approval of the Director of Public Works.
- T-6 Maintenance and Protection of Traffic: the Contractor is responsible for installing traffic control and traffic protection devices as specified and/or directed by the Engineer and Police Department. All traffic control devices installed shall be in accordance with the New Jersey Department of Transportation and Manual on Uniform Traffic Control Devices, as currently amended.
- T-7 Access: The Contractor shall maintain vehicular and pedestrian access to all residential and business driveways and walks for the duration of the project. In addition, the Contractor shall ensure access is maintained for emergency Fire and Ambulance vehicles for the duration of the project.
- T-8 Soil Erosion and Sediment Control Measures must be installed and maintained by the Contractor throughout the construction process per the local Soil Erosion and Sediment Control District.
- T-9 Site Cleanliness: The Contractor shall maintain a safe and clean project site. At

the end of each working day, all materials and equipment shall be secured within the project site as authorized by the Owner. In addition, the Contractor shall sweep and clean adjacent walks, driveways and pavement areas and ensure the area is free of dust, silt, and debris.

- T-10 Progress Payments will be made in accordance with the Section 109.05 Estimates, outlined in the Standard Specifications.
- T-11 Fuel and Asphalt Price Adjustments: This project is subject to New Jersey Law requirements for Fuel and Asphalt Price Adjustments. Adjustments shall be calculated and paid in accordance with the New Jersey Department of Transportation Standard Specifications for Roads and Bridges, as currently amended.
- T-12 Retainage: 2% retainage shall be held on projects with a total value greater than \$100,000.00, projects less than \$100,000.00 shall have a retainage held in the amount of 10%.
- T-13 A maintenance bond in the amount of 15% of the final construction cost and valid for a period of two (2) years is required for this project.
- T-14 The Contractor must provide a copy of his W-9 Forms prior to the issuance of his Notice to Proceed.
- T-15 The Contractor and all sub-contractors shall be registered with the NJ Department of Labor & Workforce Development and provide proof of the Public Works Contractor Registration. All Public Works Contractor Registrations shall be maintained for the duration of the project.
- T-16 Award of the 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, General Services Administration, CN-039, Trenton NJ 08625 (609-292-5400).
- T-17 Payment for a pay Item in the proposal includes all the compensation that will be made for the Work of that Item unless the "Basis of Payment" clause provides that certain work essential to that Item will be paid for under another pay Item.
- T-18 Whenever any section, subsection, subpart or subheading is amended by such terms as changed to, replaced by, 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.

T-19 Whenever reference to a section or page number is made, it is construed to refer to the 2019 Standard Specifications unless otherwise noted.

U. PROJECT FUNDING

This Project is funded by the Township of Pequannock and a grant awarded by the New Jersey Department of Transportation (Local Aid). The Contractor is required to submit the necessary documentation required to administer this grant.

PROPOSAL FORMS

Township of Pequannock

NJDOT Municipal Aid Program FY2020 Alexander Avenue Improvements

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BID DOCUMENT CHECKLIST

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PROJECT LOCATION, PROJECT CONTACTS - <i>READ</i>	ii	H.O.
PROPOSAL PAGE - <i>SIGN</i>	1	H.O.
VENDOR INFORMATION SHEET - <i>COMPLETE</i>	3	H.O.
BID PROPOSAL FORM – <i>COMPLETE AND SIGN</i>	4	H.O.
BIDDER'S AFFIDAVIT – <i>SIGN AND NOTARIZE</i>	9	H.O.
BID BOND FORM - <i>COMPLETE</i>	10	H.O.
OWNERSHIP DISCLOSURE CERTIFICATION FORM – <i>SIGN AND NOTARIZE</i>	11	H.O.
ACKNOWLEDGEMENT OF PRINCIPAL - <i>SIGN AND NOTARIZE</i>	15	H.O.
PRINCIPAL SUBCONTRACTOR DECLARATION - <i>SIGN</i>	16	H.O.
BUSINESS REGISTRATION CERTIFICATE – <i>SUBMIT PRIOR TO AWARD</i>	17	H.O.
PUBLIC WORKS REGISTRATION CERTIFICATE – <i>SUBMIT WITH BID</i>	18	H.O.
CONSENT OF SURETY - <i>COMPLETE</i>	19	H.O.
EQUIPMENT CERTIFICATION – <i>COMPLETE AND SIGN</i>	20	H.O.
PERFORMANCE RECORD TO ACCOMPANY FORM OF PROPOSAL - <i>COMPLETE</i>	21	H.O.
CERTIFICATION OF BIDDER'S STATUS ON THE STATE TREASURER'S LIST OF DEBARRED, SUSPENDED AND DISQUALIFIED CONTRACTORS – <i>SIGN & NOTARIZE</i>	25	H.O.
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA - <i>SIGN</i>	26	H.O.
NON-COLLUSION AFFIDAVIT – <i>SIGN AND NOTARIZE</i>	27	H.O.
PREVAILING WAGE COMPLIANCE DECLARATION - <i>SIGN</i>	28	H.O.
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE - <i>READ</i>	29	H.O.
AFFIRMATIVE ACTION COMPLIANCE AFFIDAVIT - <i>SIGN</i>	32	H.O.
AFFIRMATIVE ACTION AFFIDAVIT(To be completed by firms with less than 50 employees)	33	H.O.
AFFIRMATIVE ACTION AFFIDAVIT(To be completed by firms with more than 50 employees)	34	H.O.
NEW JERSEY ANTI-DISCRIMINATION PROVISIONS - <i>SIGN</i>	35	H.O.
AMERICANS WITH DISABILITIES ACT OF 1990 - <i>SIGN</i>	36	H.O.
STOCKHOLDER DISCLOSURE CERTIFICATION- <i>COMPLETE, SIGN AND NOTARIZE</i>	37	H.O.
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM - <i>COMPLETE</i>	38	H.O.
EQUIPMENT CERTIFICATION - <i>SIGN</i>	39	H.O.
STATEMENT OF FINANCIAL RESPONSIBILITY – <i>COMPLETE AND SIGN</i>	40	H.O.
INSTRUCTIONS FOR CERTIFICATION OF DRUG FREE WORKPLACE - <i>SIGN</i>	42	H.O.
EMPLOYEE INFORMATION REPORT AND INSTRUCTIONS- <i>COMPLETE AND SIGN IF APPLICABLE</i>	44	H.O.
LEGAL NOTICE TO BIDDERS – <i>READ (located in Spec Sheet)</i>	L	H.O.
INSURANCE REQUIREMENTS – <i>READ (located in General & Statutory)</i>	G	H.O.

Corporate Name: American Asphalt & Milling Services LLC
 Signature: [Signature] Date: 3-31-2021
 Print Name: Hyne Ortiz Title: Project Manager

PROJECT LOCATION

The site of work to be performed under this Contract is located within the Township of Pequannock, in the County of Morris, New Jersey as designated in these Specifications and accompanying plans.

PROJECT CONTACTS

Purchasing Contact (Contracting Agent)

Adam W. Brewer, QPA
Township Manager
530 Newark-Pompton Turnpike
Pompton Plains, NJ 07444
(973) 835-5700
abrewer@peqtwp.org

Department Contact

Engineering Contact

Frank Russo, PE, PP
Township Engineer
Pequannock Township Engineering
99 Alexander Ave
Pompton Plains, NJ 07444
973-835-5700 Ext. 188
973-835-9396 (Fax)
FRusso@Peqtwp.org

Architect Contact

PROPOSAL PAGE

To: Pequannock Township Council

For: **NJDOT MUNICIPAL AID PROGRAM FY2020 - ALEXANDER AVENUE
IMPROVEMENTS**

From: American Asphalt & Milling Services LLC

The above herein agrees to furnish and deliver all materials, labor, and equipment, and perform all work in accordance with the Plans and Specifications, prepared by the Township of Pequannock Engineering Department, for the **"NJDOT Municipal Aid Program FY2020 - Alexander Avenue Improvements"** in the Township of Pequannock, Morris County, New Jersey.

The undersigned hereby declares that the only person or persons interested in the Proposal as principal or principals, is or are named below, and that no other person than herein below named has any interest in the Proposal. This Proposal is made without any connection with any other person or persons making a Proposal for the same purpose. The Proposal is in all respects fair and without collusion or fraud and that no officer or employee of the Township is, shall be, or will become, directly or indirectly, interested as a contracting party, partner, stockholder, surety or otherwise in the performance of the Contract, or in the supplies, work or business to which it relates.

It is further declared that the site of the work and the Contract Documents have been examined and it is also agreed that the work will be carried out and completed, if the Proposal is accepted, as specified, and will provide all the Superintendence, Labor, Material, Tools and Equipment and all else necessary therefore, and incidental thereto, for the items in the Proposal, complete in place, at the price per unit of measure for each scheduled item of work stated in the Schedule of Prices. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving bids.

The bidder represents to the Township that by submitting this bid, he or his agents have investigated the site and have satisfied themselves and fully familiarized themselves with all site conditions, whether above or below ground.

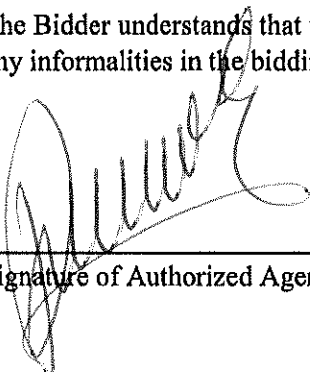
It is understood that the quantities stated in this Schedule of Prices for the various items are estimates only and the Township reserves the right to increase or decrease the items as specified in the Contract Documents. It is further understood that the total price stated by the undersigned in the Schedule of Prices is based on the estimated quantities and will control in the awarding of the Contract, subject to the conditions for discrepancy in the information for Bidders, and payments will be made for the actual measurements of the authorized work as constructed, in accordance with the unit prices and stated hereafter in the Schedule of Prices.

Proposal forms must not be removed from the bidding documents and shall not be altered or added to in any way. Bid Proposals must be submitted intact with the Contract Documents at the time of the bid opening.

The Bidder shall include evidence of compliance with Section 3, Minority Business Enterprise Certificate, if applicable.

The Bidder must supply a bid bond or a certified check drawn on a solvent bank in the sum of ten percent (10%) of the amount bid, but no more than \$20,000.00.

The Bidder understands that the Township Council reserves the right to reject any or all bids, and to waive any informalities in the bidding.



Signature of Authorized Agent

3/31/2021

Date

Hugo Ortiz

Type or print name

TOWNSHIP OF PEQUANNOCK, NEW JERSEY

VENDOR INFORMATION SHEET

COMPANY NAME: American Asphalt & Milling Services LLC

ADDRESS: 96 Midland Ave
Kearny, NJ 07032

PHONE NUMBER: 201-991-9200

FAX NUMBER: 201-991-9201

FEDERAL I.D. NUMBER: 47-2833323

NAME OF PERSON PREPARING BID: Hugo Ortiz

PHONE NUMBER: 908-202-4799 EXT. _____

CONTACT PERSON FOR CORRESPONDENCE REGARDING THE PROPOSAL

NAME: Hugo Ortiz

ADDRESS: 96 Midland Ave
Kearny NJ 07032

PHONE: 201-991-9200 FAX NUMBER: 201-991-9201

E-MAIL ADDRESS: bidsamericanasphalt@gmail.com

PROJECT COORDINATOR

COMPANY NAME: American Asphalt & Milling Services LLC

ADDRESS: 96 Midland Ave, Kearny NJ 07032

PHONE NUMBER: 201-991-9200

CELL PHONE NUMBER: 908-202-4799

FAX NUMBER: 201-991-9201

PERSON TO CONTACT: Hugo Ortiz

EMAIL ADDRESS: bidsamericanasphalt@gmail.com

BID PROPOSAL FORM

SCHEDULE OF PRICES

**NJDOT MUNICIPAL AID PROGRAM FY2020
ALEXANDER AVENUE IMPROVEMENTS**

Township of Pequannock, Morris County, New Jersey

I (We) hereby certify I (We) have read the AGREEMENT, together with all other parts of the Contract Documents and fully understand the meaning of all of them, and have also examined the site of the Work, and, if awarded the Contract, hereby agree I (We) will comply with all of the terms, covenants, and agreements set forth therein.

I (We) agree to receive as full compensation for furnishing all materials and labor, tools, plant, and equipment required by the Contract Documents and necessary for the **NJDOT MUNICIPAL AID PROGRAM FY2020 - ALEXANDER AVENUE IMPROVEMENTS**, Township of Pequannock, Morris County, New Jersey, complete and finished in every detail, and in full accordance with the Contract Documents, which are hereby made part and parcel of this Proposal, the following sums:

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITY</u>	<u>DESCRIPTION AND UNIT PRICE</u>	<u>EXTENDED TOTAL</u>
1.	10 Units	Inlet Filter, Type 2, 2' X 4'	
		@ \$ <u>0.01</u> Unit	\$ <u>0.10</u> Total
		<u>One cent</u>	
		(Write Unit Price)	
2.	10 Units	Breakaway Barricade	
		@ \$ <u>0.01</u> Unit	\$ <u>0.10</u> Total
		<u>One cent</u>	
		(Write Unit Price)	
3.	20 Units	Drum	
		@ \$ <u>0.01</u> Unit	\$ <u>0.20</u> Total
		<u>One cent</u>	
		(Write Unit Price)	

**NJDOT MUNICIPAL AID PROGRAM FY2020
ALEXANDER AVENUE IMPROVEMENTS
TOWNSHIP OF PEQUANNOCK
SCHEDULE OF PRICES
(Continued)**

4. **50 Units Traffic Cone**
 @\$ 0.01 Unit \$ 0.50 Total

One cent

(Write Unit Price)

5. **250 S.F. Construction Signs**
 @\$ 0.01 S.F. \$ 2.50 Total

one cent

(Write Unit Price)

6. **40 Hours Traffic Director, Flagger**
 @\$ 0.01 Hour \$ 0.40 Total

one cent

(Write Unit Price)

7. **40 Hours Police Traffic Directors**
 @\$ 100.00 Hour \$ 4,000.00 Total

(Write Unit Price)

8. **1,100 Dollars Fuel Price Adjustment**
 @\$ 1 Dollar \$ 1,100.00 Total

(Write Unit Price)

9. **2,300 Dollars Asphalt Price Adjustment**
 @\$ 1 Dollar \$ 2,300.00 Total

(Write Unit Price)

**NJDOT MUNICIPAL AID PROGRAM FY2020
ALEXANDER AVENUE IMPROVEMENTS
TOWNSHIP OF PEQUANNOCK
SCHEDULE OF PRICES
(Continued)**

10. 1 Lump Sum Clearing Site

@\$ 1.00 Lump Sum \$ 1.00 Total

One dollar

(Write Unit Price)

11. 12,750 S.Y. HMA Milling, 3" Or Less (2" Mill) *

@\$ 3.59 S.Y. \$ 45,772.50 Total

Three dollars & fifty nine cents

(Write Unit Price)

12. 400 S.Y. Hot Mix Asphalt Pavement Repair *

@\$ 0.01 S.Y. \$ 4.00 Total

one cent

(Write Unit Price)

13. 2,100 Tons Hot Mix Asphalt 12.5M64 Surface Course, 2"-3" Thick *

@\$ 67.00 Ton \$ 140,700.00 Total

Sixty seven dollars

(Write Unit Price)

14. 33 L.F. 18" Reinforced Concrete Pipe, Class III

@\$ 150.00 L.F. \$ 4,950.00 Total

One hundred fifty dollars

(Write Unit Price)

15. 5 Units Reset Existing Casting (If/Where Directed)

@\$ 0.01 Unit \$ 0.05 Total

one cent

(Write Unit Price)

**NJDOT MUNICIPAL AID PROGRAM FY2020
ALEXANDER AVENUE IMPROVEMENTS
TOWNSHIP OF PEQUANNOCK
SCHEDULE OF PRICES
(Continued)**

16. 1 Unit Reconstructed Inlet, Type B, Using New Casting
@\$ 1,200.00 Unit \$ 1,200.00 Total

One thousand two hundred dollars

(Write Unit Price)

17. 1 Unit Inlet, Type 'B' Doghouse
@\$ 3,000.00 Unit \$ 3,000.00 Total

Three thousand dollars

(Write Unit Price)

18. 5 Units Curb Piece (NJDEP Type 'N' ECO)
@\$ 350.00 Unit \$ 1,750.00 Total

Three hundred fifty dollars

(Write Unit Price)

19. 1 Unit Convert Inlet to Manhole
@\$ 1,500.00 Unit \$ 1,500.00 Total

One thousand five hundred dollars

(Write Unit Price)

20. 300 S.Y. Concrete Sidewalk, 4" Thick *
@\$ 77.40 S.Y. \$ 23,220.00 Total

Seventy seven dollars & forty cents

(Write Unit Price)

21. 10 S.Y. Reinforced Concrete Apron, 6" Thick *
@\$ 100.00 S.Y. \$ 1,000.00 Total

One hundred dollars

(Write Unit Price)

**NJDOT MUNICIPAL AID PROGRAM FY2020
ALEXANDER AVENUE IMPROVEMENTS
TOWNSHIP OF PEQUANNOCK
SCHEDULE OF PRICES
(Continued)**

22. 12 S.Y. Detectable Warning Surface
@\$ 225.00 S.Y. \$ 2,700.00 Total

Two hundred twenty five dollars
(Write Unit Price)

23. 400 L.F. 9" X 18" Concrete Vertical Curb *
@\$ 38.00 L.F. \$ 15,200.00 Total

Thirty eight dollars
(Write Unit Price)

24. 5,300 L.F. Traffic Stripes, 4"
@\$ 0.77 Linear Foot \$ 4,081.00 Total

Seventy seven cents
(Write Unit Price)

25. 800 L.F. Traffic Markings Lines, 8"
@\$ 1.54 L.F. \$ 1,232.00 Total

One dollar & fifty four cents
(Write Unit Price)

26. 20 L.F. Traffic Markings Lines, 24"
@\$ 4.62 L.F. \$ 92.40 Total

Four dollars & sixty two cents
(Write Unit Price)

27. 44 S.F. Regulatory and Warning Signs
@\$ 40.00 S.F. \$ 1,760.00 Total

Forty dollars
(Write Unit Price)

**The unit price bid for the various items listed for this project shall include the removal, disposal, and restoration, including sawcutting, if required by the engineer, of any existing curb, pavement, sidewalk and/or driveway materials. Restoration shall include adjacent pavements, pavers, curbing, sidewalks, utilities, landscaping, and sprinkler systems as directed by the Engineer.*

TOTAL AMOUNT BID FOR ALL ITEMS ABOVE

(Written & Numerical)

Two hundred fifty five thousand five hundred sixty six DOLLARS

Seventy five CENTS

(\$ 255,566.75)

The Total Amount Bid for the MATERIAL, EQUIPMENT AND LABOR FOR THE NJDOT MUNICIPAL AID PROGRAM FY2020 - ALEXANDER AVENUE IMPROVEMENTS, IN THE TOWNSHIP OF PEQUANNOCK, MORRIS COUNTY, NEW JERSEY, is based on the estimate of quantities given above and the prices bid. This statement is made with the understanding the estimated quantities given in the proposal form above are used solely as a matter of information for convenience in comparing bids at the time of opening. The owner reserves the right to increase or decrease the quantities as may be deemed reasonably necessary or desirable by the Owner to complete the work detailed by the contract. Such changes in quantities shall in no way violate this contract nor give cause for claims or liability for damages.

American Asphalt & Milling Services 47-2833323
Company Name Federal I.D. # or Social Security #

96 Madison Ave, Kearny NJ 07032
Address

[Signature] Hugo Ortiz
Signature of Authorized Agent Type or Print Name

Project Manager
Title

201-991-9200
Telephone Number

bidsamericanasphalt@gmail.com
E-Mail Address

BIDDER'S AFFIDAVIT

(This Affidavit is part of the Proposal)

STATE OF New Jersey

COUNTY OF Morris

TOWNSHIP OF Pequannock

I, Hugo Ortiz being duly sworn, deposes and says that
he resides at 24 Murray St, West Orange NJ 07052
that he is the Project Manager (give title) who signed the above
Proposal or Bid, that he was duly authorized to sign and that the Bid is a true offer of the Bidder, that the
seal attached is the seal of the Bidder and that all the declarations and statements contained in the Bid are
true to the best of his knowledge and belief.

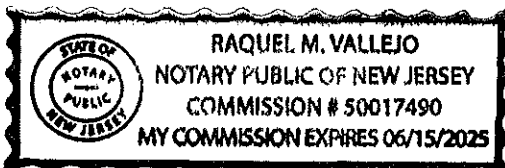
(Affiant)

(Seal)

Sworn to and subscribed

Before me this 31st day
of March, 2021

[Signature]
Notary Public



NOTE: Bidders must use this form or its legal equivalent, conforming to N.J.S.A. 40A:11-21. Submission of the AIA Document 310, or any other form limiting or potentially limiting the penal sum of the bond to any amount less than 10% of the bid price not to exceed \$20,000 (such as forms of bond that limit the penal sum to the difference between damages or the bid price and the Owner's cost of the Work), SHALL be cause for rejection of the bid.

BID BOND FORM

(If used, must accompany proposal)

KNOW ALL MEN BY THESE

PRESENTS:

That we, the undersigned, American Asphalt & Milling Services as Principal,
and Colonial Surety Company as Surety, are

hereby held and firmly bound unto the TOWNSHIP OF PEQUANNOCK in the penal sum of
10% amount bid not to exceed \$20,000 for the payment of which, well and truly to be
made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors
and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, **WHEREAS**, the Principal
has submitted to the TOWNSHIP OF PEQUANNOCK a certain Bid attached hereto and hereby made a
part hereof, to enter into a contract in writing for the supplying and furnishing of

NJDOT Municipal Aid Program Alexander Ave Improvements

NOW, THEREFORE,

(a) If said Bid shall be rejected, or, in the alternate

(b) If said Bid shall be accepted and the principal shall execute and deliver a contract
properly completed in accordance with said Bid and shall furnish a bond for his faithful
performance of said Contract, and for the payment of all persons performing labor or furnishing
materials in connection therewith, and shall in all other respects perform the agreement created
by the acceptance of said Bid,

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 Obligee may
accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and
such of them as are corporations have caused their CORPORATE SEALS to be hereto AFFIXED
and these presents to be signed by their proper officers, this 31st day of March, 20 21.

American Asphalt & Milling Services
Principal/Company LLC

By: [Signature]
Monica Zaruma
Title: President

By: [Signature]
Philip Shepard Attorney-in-Fact
Colonial Surety Company

**STATEMENT OF OWNERSHIP
OWNERSHIP DISCLOSURE CERTIFICATION FORM**

Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This Statement Shall Be Included with All Bid and Proposal Submissions

Name of Business: American Asphalt & Milling Services LLC
Address of Business: 96 Midland Ave, Kearny NJ 07032
Name of person completing this form: Hugo Ortiz

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent Ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

CONTINUED ON NEXT PAGE

STATEMENT OF OWNERSHIP
OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)
Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

PART I

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- ☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership
- ☒ Limited Liability Company
- ☐ For-profit Corporation (including Subchapters C and S or Professional Corporation)
- ☐ Other (be specific): _____

PART II

- ☒ I certify that the list on the next page contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- ☐ I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

CONTINUED ON NEXT PAGE

STATEMENT OF OWNERSHIP
OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)
Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):

Name: Monica Zaruma 99% Name: _____
Home Address: 24 Murray St Home Address: _____
West Orange NJ 07052 _____

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

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

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

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

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

CONTINUED ON NEXT PAGE

STATEMENT OF OWNERSHIP
OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)
Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

PART III

Any Direct or Indirect Parent Entity Which is Publicly Traded:

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

- ☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

- ☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

- ☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me this
31st day of March, 2021

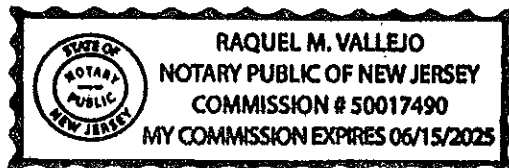
Notary Public

Commission Expires: 6/15/2025
(Notary Stamp/Seal)

Affiant Signature

Hugo Ortiz - Project Manager
Affiant Name and Title

(Corporate Seal, if appropriate)



END OF STATEMENT OF OWNERSHIP

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF New Jersey)

COUNTY OF Morris) SS: H.D.

IF A CORPORATION

BE IT REMEMBERED, that on this _____ day of _____ in the year 20____, AND before me, the subscriber, a Notary Public of the State of _____ personally appeared who, being by me duly sworn on his/her oath, doth depose and make proof to my satisfaction the he is the Secretary or Assistant Secretary of _____, the Corporation named in the within Instrument; that _____ is the President of said Corporation; that the execution, as well as the making of this Instrument has been duly authorized by a proper resolution of the Board of Directors of said Corporation; that deponent well knows the corporation seal of said Corporation; and the seal affixed to said Instrument is such Corporation seal and was thereto affixed and said Instrument signed and delivered by said President, as and for h voluntary act and deed and as and for the voluntary act and deed of said Corporation; in presence of deponent, who thereupon subscribed his/her name thereto as witness.

Signature of Secretary or
Signature of Assistant Secretary

IF A PARTNERSHIP

Sworn to and subscribed before me, a Notary Public in the State of New Jersey
On this 31st day of March, 2021, before me personally came Hugo Ortiz and known to me to be one of the members of the firm of American Asphalt & Milling Services LLC described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as for the act and deed of said firm.

Signature Hugo Ortiz

IF AN INDIVIDUAL

Sworn to and subscribed before me, a Notary Public in the State of _____
On this _____ day of _____, 20____ before me personally came _____ known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same, as for his voluntary act and deed.

Signature

Subscribed and sworn to before me this
_____ day of _____, 20____

Notary Public

Commission Expires: _____
(Notary Stamp/Seal)

PRINCIPAL SUBCONTRACTOR DECLARATION

The bidder if awarded the contract must perform a minimum of fifty (50%) of the work by their own forces and the bidder shall not broker or sublet any portion of the contract that would exceed fifty (50%) of the Total Contract Price. The bidder must list any and all subcontractors expected to be used in the performance of this contract with the expected contract price for the subcontractor, which shall be consistent with the unit prices contained within this proposal. Failure to list the subcontractor and/or contract price shall deem this proposal unresponsive and incomplete and rejected by the Township. The Bidder shall set forth the Nature of Work for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor should the bidder be awarded the contract.

The bidder shall be required to supply other required forms for each subcontractor, including but not limited to, the subcontractor's Statement of Ownership and Certificate of Employee Information, by or before contract execution.

The undersigned bidder declares that the subcontractors listed below will be used as subcontractors to complete certain portions of the work in this project. The bidder shall not list alternate subcontractors.

<u>SUBCONTRACTOR NAME</u>	<u>ADDRESS</u>	<u>NATURE OF WORK</u>	<u>CONTRACT PRICE</u>
See attachment			

☐ CHECK HERE IF NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

ATTACH ADDITIONAL SHEETS IF NECESSARY

NAME OF BIDDER: American Asphalt & Milling Services LLC

ADDRESS: 96 Midland Ave, Rahway NJ 07032

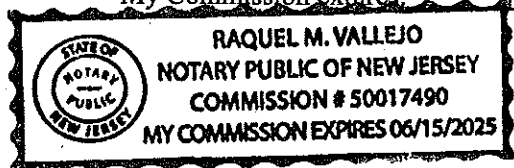
BIDDERS SIGNATURE: _____ DATE: 3/31/2021

Subscribed and sworn before me
this 31st day of March, 2021

(Notary Public)

(Affiant)
Hugo Ortiz - Project Manager
(Print name & title of affiant)

My Commission expires: 6/15/2025



(Corporate Seal)

BUSINESS REGISTRATION CERTIFICATE

Attach a copy of the Business Registration Certificate to this sheet for all Prime and Sub-Prime Contractors.

This Certificate is mandatory.

PUBLIC WORKS REGISTRATION CERTIFICATE

Attach a copy of the Public Works Registration Certificate to this sheet for all Prime and Sub-Prime Contractors.

This Certificate is mandatory.

CONSENT OF SURETY

A Performance Bond will be required from the successful Contractor on this project, and consequently, all Bidders shall submit, with their Bid, a Consent of Surety in substantially the following form:

To: Township of Pequannock
(Owner)

Re: American Asphalt & Milling Services LLC
(Contractor)

NJDOT Municipal Aid Program FY2020 Alexander Ave Improvements
(Project Description)

This is to certify that the Colonial Surety Company
(Surety Company)

will provide to Township of Pequannock
(Owner)

a Performance Bond in the full amount of awarded Contract in the event that said Contractor is awarded a Contract for the above project.

American Asphalt & Milling Services LLC
(CONTRACTOR)

(Authorized Agent of Surety Company) Philip Shepard
(P.S.) Attorney-in-Fact
Date: 3-31-2021

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns, controls, or has proof of lease of all the necessary equipment required to accomplish the work described in the specifications. To the extent that said equipment is not currently owned or under lease by the bidder, attached hereto is documentation from that owner or leasing organization that states the equipment will be available as required by the bidder upon award of a contract.

☒ Check here if documentation is attached.

American Asphalt & Milling Services LLC
Name of Bidder

Signature of Authorized Representative

Hugo Ortiz
Name

3-31-2021
Date

PERFORMANCE RECORD TO ACCOMPANY FORM OF PROPOSAL

NOTE: Bidders must complete this form in its entirety to have the bid considered complete. Bid may be rejected as non-responsive and incomplete should this form not be completed in its entirety. Contractor's attachment will not be accepted.

Previous work of similar nature completed within the last five (5) years (list five):

1. Town/Utility See attachment Phone No. _____

Town/Business Address: _____

Type of Work: _____

Contract Price: \$ _____ Extra Work: \$ _____

Approximate Date of Award: _____ Completion Date: _____

Was Contract Completed on Time: _____

Reason for Late Completion: _____

Was Contract-Time Extension Granted: _____

Name, Address & Phone No. of Town/Utility's Engineer or Project Manager:

2. Town/Utility _____ Phone No. _____

Town/Business Address: _____

Type of Work: _____

Contract Price: \$ _____ Extra Work: \$ _____

Approximate Date of Award: _____ Completion Date: _____

Was Contract Completed on Time: _____

Reason for Late Completion: _____

Was Contract-Time Extension Granted: _____

Name, Address & Phone No. of Town/Utility's Engineer or Project Manager:

CONTINUED ON NEXT PAGE

PERFORMANCE RECORD TO ACCOMPANY FORM OF PROPOSAL (CONTINUED)

3. Town/Utility _____ Phone No. _____

Town/Business Address: _____

Type of Work: _____

Contract Price: \$ _____ Extra Work: \$ _____

Approximate Date of Award: _____ Completion Date: _____

Was Contract Completed on Time: _____

Reason for Late Completion: _____

Was Contract-Time Extension Granted: _____

Name, Address & Phone No. of Town/Utility's Engineer or Project Manager:

4. Town/Utility _____ Phone No. _____

Town/Business Address: _____

Type of Work: _____

Contract Price: \$ _____ Extra Work: \$ _____

Approximate Date of Award: _____ Completion Date: _____

Was Contract Completed on Time: _____

Reason for Late Completion: _____

Was Contract-Time Extension Granted: _____

Name, Address & Phone No. of Town/Utility's Engineer or Project Manager:

CONTINUED ON NEXT PAGE

PERFORMANCE RECORD TO ACCOMPANY FORM OF PROPOSAL (CONTINUED)

5. Town/Utility _____ Phone No. _____

Town/Business Address: _____

Type of Work: _____

Contract Price: \$ _____ Extra Work: \$ _____

Approximate Date of Award: _____ Completion Date: _____

Was Contract Completed on Time: _____

Reason for Late Completion: _____

Was Contract-Time Extension Granted: _____

Name, Address & Phone No. of Town/Utility's Engineer or Project Manager:

List approximate volume of work of similar completed within the last five years:

20 _____	\$ <u>See attachment</u>
20 _____	\$ _____
20 _____	\$ _____
20 _____	\$ _____
20 _____	\$ _____

List of Projects presently under Contract and not yet completed:

Project: <u>See attachment</u>	Amount: \$ _____
Project: _____	Amount: \$ _____
Project: _____	Amount: \$ _____
Project: _____	Amount: \$ _____
Project: _____	Amount: \$ _____
Project: _____	Amount: \$ _____
Project: _____	Amount: \$ _____
Project: _____	Amount: \$ _____
Project: _____	Amount: \$ _____

General Business Reference (list three)

	Name	Occupation	Business Address	Telephone No.
1.	<u>See attachment</u>			
2.	_____			
3.	_____			

CONTINUED ON NEXT PAGE

PERFORMANCE RECORD TO ACCOMPANY FORM OF PROPOSAL (CONTINUED)

Number of Permanently Employed Persons in your Organization: 14

Have you ever failed to complete a project in the last five years? Yes ☐ No ☒

If you answered Yes, Where? _____

It is understood and agreed that the execution of this Performance Record is made solely at the risk, cost and expense of the maker; is given in consideration of the agreement of the Township of Pequannock to make available to the Township for bidding purposes, and no rights, causes or claims at law or in equity shall arise on behalf of the maker against the Township of Pequannock for any use made there refusal to the maker of the right to bid on said work.

Hugo Ortiz
Owner / Partner
American Asphalt & Milling Services LLC
Company Name
96 Midland Ave
KEARNY NJ 07032
Address
201-991-9200
Telephone Number
[Signature] 5-31-2021
Signature Date

**CERTIFICATION OF BIDDER'S STATUS ON THE STATE TREASURER'S LIST OF DEBARRED,
SUSPENDED AND DISQUALIFIED CONTRACTORS**

STATE OF New Jersey
COUNTY OF Morris H.O.

I, Hugo Ortiz of the City/Town/Township/Borough/Village (circle one) of West Orange in the State of New Jersey
of full age, being duly sworn according to law on my oath depose and sat that:

I am Project Manager of the firm of American Asphalt Milling Services LLC, the bidder making the Proposal for the attached named project; with full authority to do so; and that said bidder is not now at the time of submission of this bid included on the State of New Jersey Treasurer's List of Debarred, Suspended and Disqualified Bidders.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of this Contract, including the Guarantee Period, that the Owner shall be immediately so notified by the signatory of this eligibility Affidavit.

The undersigned understands that the firm making the bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor, pursuant to N.J.A.C. 7:15-5.2, commits any of the acts listed therein, and as determined to applicable law and regulation.

By: [Signature]
Deponent's Name Hugo Ortiz
Project Manager
Deponent's Title

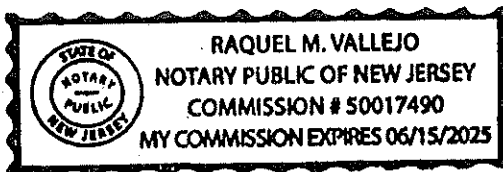
Date: 3/31/2021

Subscribed and sworn to before me this
31st day of March, 2021

[Signature]
Notary Public

Commission Expires: 6/15/2025

(Notary Stamp/Seal)



TOWNSHIP OF PEQUANNOCK
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA
[Required pursuant with N.J.S.A 40A:11-23.2(e)]

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

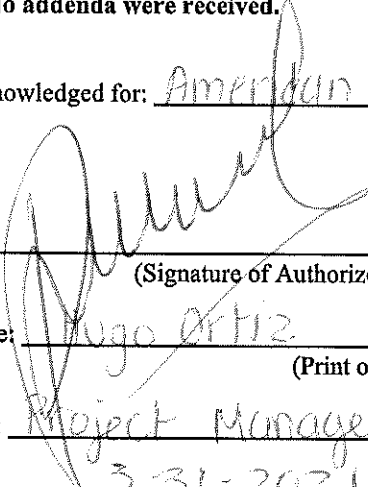
Addendum Number	Dated	Acknowledge Receipt (Bidder Initial)

☒ No addenda were received.

Acknowledged for:

American Asphalt & Milling Services, LLC
(Name of Bidder/Company)

By:


(Signature of Authorized Representative)

Name:

Hugo Ortiz
(Print or Type)

Title:

Project Manager

Date:

3-31-2021

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey

COUNTY OF Morris

TOWNSHIP OF Pequannock

I, Hugo Ortiz (name of affiant)
residing in West Orange (name of municipality)
in the County of Essex and State of New Jersey of full age, being duly
sworn according to law on my oath depose and say that:

I am Project Manager (title or position) of the
firm of American Asphalt & Milling Services LLC (name of firm) the
Bidder making this Proposal for the Bid entitled Alexander Ave Improvements (title of bid proposal),
and that I executed the said proposal with full authority to do so and that said bidder has not, directly or
indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in
restraint of free, competitive bidding in connection with the above named project; and that all statements
contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the
Township of Pequannock (name of contracting unit) relies upon the truth of the statements
contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the
said project.

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

American Asphalt & Milling Services LLC

Subscribed and sworn to
before me this day: 31st

March, 2021

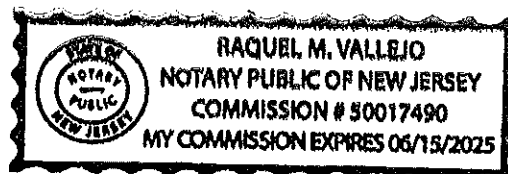
Signature

Hugo Ortiz
(Type or print name of affiant under signature)

Notary public of _____

My Commission expires 6/15/2025

(Seal)



PREVAILING WAGE COMPLIANCE DECLARATION

(New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963, as amended)

The contractor hereby agrees to comply in all respect with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963, as amended. A copy of the prevailing wage rates pertaining to the work and issued by the New Jersey Department of Labor and Industry entitled "Prevailing Wage Rate Determination" are enclosed in Appendix A of these specifications and may be obtained from the New Jersey Department of Labor and Industry. Workers shall be paid not less than the prevailing wage rate. In the event it is found that any worker employed by the contractor or any subcontractor covered by the contract herein has been paid a rate of wages less than the prevailing rate required to be paid by such contract, the Township 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 Owner for any excess costs occasioned thereby.

Before final payment is made by or on behalf of the Township of any sum or sums due to the work, the contractor or subcontractor shall file with the Township, written statements in form satisfactory to the Commissioner of Labor and Workforce Development certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workmen for wages due on account of the work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the contractor or subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of Labor and Workforce Development or his/her duly authorized deputy or representative.

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

New Jersey, having principal offices at 96 Midland Ave, Kearny NJ 07032

Bidder: American Abrut & Milling Services LLC

Signature: [Signature]

Name: Hugo Ortiz

Title: Project Manager

Date: 3-31-2021

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) & N.J.A.C. 7:27-1.1 et seq.

CONSTRUCTION CONTRACTS

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by *N.J.A.C. 17:27-7.2*; provided, however, that the Department of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Department 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 Department 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 Department 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 Department 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 Department 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 Department 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 Department of LWD, Construction EEO Monitoring Program and submitted promptly to the Department 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 apprentice-ship 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 Department of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Department 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 Department 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 Department of LWD, Construction EEO Monitoring Program as may be requested by the Department 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 Department of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to *N.J.A.C. 17:27-1.1 et seq.*

AFFIRMATIVE ACTION COMPLIANCE AFFIDAVIT

N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

Upon award of a construction contract, the contractor must access Form AA-201, the Initial Project Workforce Report. The Division of Public Contracts Equal Employment Opportunity Compliance has web-enabled Form AA-202, Monthly Project Workforce Report for Construction Contractors. Vendors and contractors may obtain these forms directly from the Division by accessing the following: www.nj.gov/treasury/contract_compliance. Contractors and vendors are responsible for sending copies of the forms to the Owner.

Proper completion and submission of these reports shall constitute evidence of the contractor's compliance with the regulations. Failure to submit these forms may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Owner and the Division. After notification of award, but prior to signing a construction contract the EEO/AA evidence must be submitted. The Owner shall retain the Affirmative Action evidence in the bid file for review by the Division.

All successful Construction Contractors must submit the following as evidence:

1. Complete Form AA-201 (Initial Project Workforce Report).
2. This report must be submitted to the Owner after notification of award but prior to signing a contract.
3. The contractor shall submit Form AA-202 (Monthly Project Workforce Report) to the Owner and to the Division of Public Contracts Equal Employment Opportunity Compliance once a month thereafter for the duration of the contract.

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

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

COMPANY: American Asphalt & Milling
Services LLC

PRINT NAME: Hugo Ortiz

DATE: 3-31-2021

SIGNATURE: _____

TITLE: Project Manager

AFFIRMATIVE ACTION AFFIDAVIT (To be completed by firms with less than 50 employees)

STATE OF New Jersey

COUNTY OF Morris

TOWNSHIP OF Pequannock

I, Hugo Ortiz, of the (City, Town, Borough) of West Orange
in the County of Essex, State of New Jersey
of full age, being duly sworn according to law on my oath depose and say that:

1. I am Project Manager of the firm of American Asphalt & Milling Services LLC a bidder making a proposal upon the above-named project.
2. American Asphalt & Milling Services LLC does not have 50 employees or more inclusive of all officers and employees of every type.
3. I am familiar with the affirmative action requirements, of P.L. 1975 c.127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
4. American Asphalt & Milling Services LLC has complied with all the affirmative action requirements of the State of New Jersey, including those required by P.L. 1975, c. 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
5. I am aware that if American Asphalt & Milling Services LLC does not comply with P.L. 1975, c. 127 and rules and regulations issued pursuant thereto that no monies will be paid by the Township until an affirmative action plan is approved. I am also aware that the contract may be terminated and the Contractor may be debarred from all public contracts, for a period of up to five (5) years. American Asphalt & Milling Services LLC
6. In the event my work force increases to 50 employees, I must contact the State Affirmative Action Office and complete and Employee Information Report.

Signature of Authorized Representative

Hugo Ortiz

AFFIRMATIVE ACTION AFFIDAVIT (To be completed by firms with more than 50 employees)

STATE OF New Jersey

COUNTY OF Morris

TOWNSHIP OF Pegannock

I, Hugo Ortiz, of the (City, Town, Borough) of West Orange
in the County of Essex, State of New Jersey
of full age, being duly sworn according to law on my oath depose and say that:

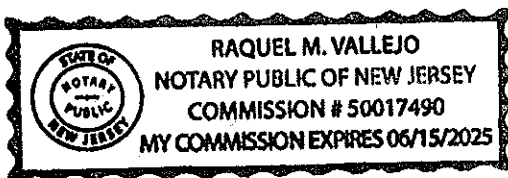
1. I am Project Manager of the firm of American Asphalt & Milling Services
a bidder making a proposal upon the aforementioned project. ccc
2. That I have complied with all the requirements of P.L. 1975, c.127 and rules and regulations
issued by the Treasurer, State of New Jersey, pursuant thereto.
3. That I furnish as Affirmative Action evidence, one of the following:
 - A. Letter of Federal Approval: Yes
 - B. Certificate of Employee
Information Report Approval: Yes
 - C. I have contacted the State
Affirmative Action Office
and will complete Form AA302
(Employee Information Report): Yes

Sworn to and subscribed
before me this 31st day
of March, 2021

[Signature]
Notary Public

[Signature]
(Signature of Authorized Representative)

Hugo Ortiz - Project M
(Name and Title)



NEW JERSEY ANTI-DISCRIMINATION PROVISIONS

N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (*C.18A:18A-51 et seq.*).

The undersigned contractor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of *N.J.S.A. 10:2-1 et seq.*

COMPANY: American Asphalt & Milling Services LLC

SIGNATURE: _____

PRINT NAME: Hugo Ortiz

TITLE: Project Manager

DATE: 3-31-2021

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Township of Pequannock, (hereafter "Township") 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 there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the Township 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 Township in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the Township, 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 Township's grievance procedure, the contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township, or if the Township 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 Township 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 Township or any of its agents, servants, and employees, the Township shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township 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 Township pursuant to this paragraph.

It is further agreed and understood that the Township 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 Township from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

The undersigned contractor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq).

COMPANY: American Asphalt & Milling Services LLC SIGNATURE: [Signature]

PRINT NAME: Hugo Ortiz TITLE: Project Manager

DATE: 3/31/2021

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: American Asphalt & Milling Services LLC

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

OR

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

Check the box that represents the type of business organization:

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

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Monica Zaruma 99% Name: _____

Home Address: 24 Murray St Home Address: _____
Nest Orange, NJ 07052

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Subscribed and sworn before me this 31st day of
March, 2021

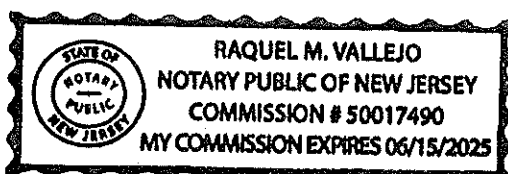
(Notary Public)

My Commission expires: 6/15/2025

(Affiant)

Hugo Ortiz - Project Manager
(Print name & title of affiant)

(Corporate Seal)





STATE OF NEW JERSEY DEPARTMENT
OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #: _____

VENDOR/BIDDER: American Asphalt & Milling Services LLC

PART 1

CERTIFICATION

**VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

Pursuant to Public Law 2012, c. 25, 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 nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he 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 debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☒ A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

OR

☐ B. I am unable to certify as above because the Vendor/Bidder and/or one or more 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. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME: N/A
RELATIONSHIP TO VENDOR/BIDDER: _____
DESCRIPTION OF ACTIVITIES: _____
DURATION OF ENGAGEMENT: _____
ANTICIPATED CESSATION DATE: _____
VENDOR/BIDDER CONTACT NAME: _____
VENDOR/BIDDER CONTACT PHONE No.: _____
Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Print Name and Title

Hugo Ortiz - Project Manager

Date

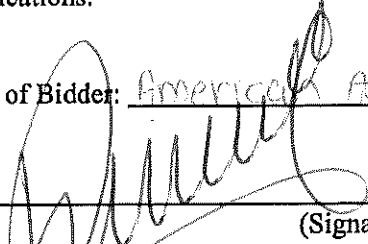
3-31-2021

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: American Asphalt & Milling Services LLC

By: 
(Signature)

Name of above: Hugo Ortiz
(Print)

Title: Project Manager

Date: 3-31-2021

STATEMENT OF FINANCIAL RESPONSIBILITY

Previous work of similar nature completed within the past five years. (List three Projects performed for government agencies other than in Pequannock Township)

1. Town or Utility See attachment Phone No. _____

Township or Utility Business Address _____

Type of Work _____

Contract Price \$ _____ Extra Work Required \$ _____

Approx. Date of Contract Award _____ Approx. Date of Completion _____

Name, Address, & Phone No. of Town's or Utility's Engineer or Superintendent

2. Town or Utility _____ Phone No. _____

Township or Utility Business Address _____

Type of Work _____

Contract Price \$ _____ Extra Work Required \$ _____

Approx. Date of Contract Award _____ Approx. Date of Completion _____

Name, Address, & Phone No. of Town's or Utility's Engineer or Superintendent

3. Town or Utility _____ Phone No. _____

Township or Utility Business Address _____

Type of Work _____

Contract Price \$ _____ Extra Work Required \$ _____

Approx. Date of Contract Award _____ Approx. Date of Completion _____

Name, Address, & Phone No. of Town's or Utility's Engineer or Superintendent

List approximate volume of work of similar nature completed within the past five years.

\$ 15,000,000

List of Equipment required *for this job*, which you now own see attachment

General Business References (List three)

	<u>Name</u>	<u>Occupation</u>	<u>Business Address</u>	<u>Phone No.</u>
A.	<u>See attachment</u>			
B.				
C.				

Bank Reference

	<u>Name</u>	<u>Occupation</u>	<u>Business Address</u>	<u>Phone No.</u>
	<u>Bank of America</u>		<u>240 Kearny Ave, Kearny NJ 07032</u>	
	<u>Carmen</u>		<u>201-997-1609</u>	

Number of Permanently Employed Persons in your Organization 14

It is understood and agreed that the execution of this statement of responsibility is made solely at the risk, cost, and expense of the maker; is given in consideration of the agreement of the Township of Pequannock to make available to the maker the plans and Contract documents for bidding purposes, and no rights, causes or claims at law or inequity shall arise on behalf of the maker against the Township of Pequannock for any use made thereof by the Township of Pequannock including the refusal to the maker of the right to bid on said work.

3-31-2021
Date

By [Signature] Hugo Ortiz
Title Project Manager

INSTRUCTIONS FOR CERTIFICATION OF DRUG FREE WORKPLACE

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

PROJECT: NJDOT Municipal Aid Program FY2020 - Alexander Avenue Improvements
LOCATION: Alexander Avenue, Pequannock Township, Morris County, NJ

8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including:

- (i) All *direct charge* employees;
- (ii) All *indirect charge* employees unless their impact or involvement is insignificant to the performance of the grant; and,

- (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll.

This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees as defined at 34 CFR Part 85, Sections 85.605 and 85.610. The grantee certifies that it will or will continue to provide a drug-free workplace by:

A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

B) Establishing an ongoing drug-free awareness program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
- 2) The grantee's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

D) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

E) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

F) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or Local health, law enforcement, or other appropriate agency.

G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A), B), C), D), E) and F).

Signature of Authorized Official

[Handwritten Signature]
Hugo Ortiz

[Handwritten Signature]
Project Manager

Title

[Handwritten Signature]
3-31-2021

Date

EMPLOYEE INFORMATION REPORT AND INSTRUCTIONS

Form AA302
Rev. 11/11

STATE OF NEW JERSEY Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 47-2833323		2. TYPE OF BUSINESS ☐ 1. MFG ☒ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER		3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 14	
4. COMPANY NAME American Asphalt & Milling Services LLC					
5. STREET 96 Midland Ave		CITY Kearny	COUNTY Hudson	STATE NJ	ZIP CODE 07032
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) NONE		CITY	STATE	ZIP CODE	
7. CHECK ONE: IS THE COMPANY: ☒ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER					
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ					
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT					
10. PUBLIC AGENCY AWARDED CONTRACT					
CITY		COUNTY	STATE	ZIP CODE	

Official Use Only	DATE RECEIVED	INVOICE DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

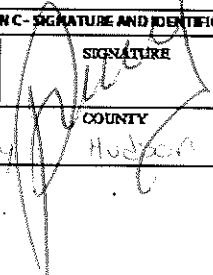
11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)	4				4								
Laborers (Unskilled)	10				10								
Service Workers													
TOTAL													
Total employment from previous Report (if any)													
Temporary & Part-Time Employees													

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? ☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)		14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☐ 2. NO ☐	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:			

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Hugo Ortiz		SIGNATURE 	TITLE Project Manager	DATE MO DAY YEAR 3 31 2021
17. ADDRESS NO. & STREET 96 Midland Ave		CITY Kearny	COUNTY Hudson	STATE NJ
ZIP CODE 07032		PHONE (AREA CODE, NO. EXTENSION) 201-991-9200		

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE) TO:

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

Certification

7396

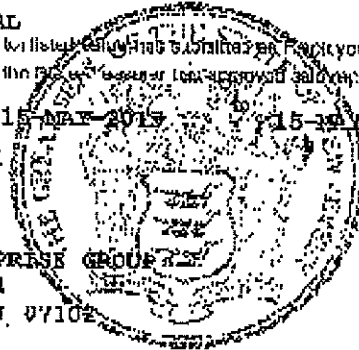
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the card on file listed below has been submitted as Employee Information Report pursuant to N.J.A.C. 17:27, et seq. and the report was approved by the Director. The approval will remain in effect for the period of

~~15-MAY-2015~~ to ~~15-MAY-2016~~

PUBLIC SERVICE ENTERPRISE GROUP INC.
30 PARK PLAZA, 401/T21
NEWARK **NJ 07102**




Andrew P. Elsherman, Director
State Treasurer

SAMPLE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

CONTRACT DOCUMENTS

CONTRACT DOCUMENTS

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PAYMENT BOND	C5-C6
SURETY DISCLOSURE STATEMENT AND CERTIFICATION	C7-C8
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CONTRACT

THIS AGREEMENT made this _____ day of _____ in the year of our Lord **Two Thousand and Twenty One** between the Township Council, Township of Pequannock, County of Morris, State of New Jersey, party of the first part and _____ parties of the second part.

WITNESSETH, that the said party(ies) of the second part, for and in consideration of the payments hereinafter specified and agreed to be made by the party of the first part hereby covenant(s) and agree(s) to furnish and deliver all the materials, to do and perform all the work and labor required to be furnished and delivered, done and performed.

For the NJDOT Municipal Aid Program FY2020 - Alexander Avenue Improvements in the Township of Pequannock, Morris County, State of New Jersey, in strict and entire conformity with the Proposal, and the Supplementary Specifications applying to this particular work, which were duly approved by the Township of Pequannock, and which said Specifications and any additions thereto are hereby made part of this agreement as fully and with the same effect as if the same had been set forth at length in the body of this agreement.

The party(ies) of the second part agree(s) to make payment of all proper charges for labor and materials required in the aforementioned work, and indemnify and save harmless the party of the first part, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every name and description, and from all damages to which the said party of the first part or any of its officers, agents or servants may be put, by reason of injury to the person or property of others resulting from carelessness in the performance of said work, or through the negligence of said party of the second part or through any improper or defective machinery, implements or appliances used by the said party of the second part, or his agent or agents.

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

The party(ies) of the second part, its, his or their officers, representatives, agents, subcontractors or employees, also agree(s) not to give any present nor make any gift of money or other gift or gratuity in any form whatsoever to, nor to buy or rent any equipment or supplies from any employee of the Township of Pequannock, his or her relatives or agents.

The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4 (a) of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(a) provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said Regulations.

The parties to this contract agree to incorporate into this contract the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127 as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said Section 5.3.

In consideration of the premises, the party of the first part hereby agrees to pay the party of the second part for the said work, when completed in accordance with the said plans and specifications, the sum of for the following as approved by the Township Council:

Total Bid \$ _____

Payment is to be made at the unit prices as specified in the Contractor's Proposal, as provided for in the Specifications upon presentation of the proper certificates of the Engineer and upon the terms set forth in the annexed Specifications. It is understood that the amount to be paid shall be based on the total of the unit prices written in this Contract for the work actually done, rather than the total amount herein specified, which is based upon estimated quantities.

This Contract is to be binding upon the party of the first part, his successor or successors in office, and upon the party of the second part, successors or assigns, and is voidable by the Township if the provisions of the statute relative thereto are not complied with.

IN WITNESS WHEREOF, the said party of the first part has signed this instrument and caused it to be attested by the Secretary, and the said party(ies) of the second part has(have) signed and sealed this instrument the day and year first written.

ATTEST:

TOWNSHIP COUNCIL
TOWNSHIP OF PEQUANNOCK

(Township Clerk)

BY _____
(MAYOR)

(Date)

ATTEST:

BY _____
(President)

(Date)

(Also print or type name)

(Also print or type name and title)

(Corporate Seal)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

as "Principal", and _____

a Corporation organized and existing under the law of the State of _____
and duly authorized to do business in the State of New Jersey, as Surety(s), are hereby held and firmly
bound unto _____

as Oblige, hereinafter called "Owner", in the penal sum of _____ Dollars
(\$ _____), for the payment of which well and truly to be made, we hereby jointly and severally
bind ourselves, our heirs, executors, administrators, successors and assigns.

SIGNED this _____ day of _____, 20_____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above named Principal
did on the _____ day of _____, 20_____, enter
into a Contract ("Contract") with the Owner which said Contract is incorporated herein and made a part
of this bond as if set forth at length herein;

NOW, IF THE SAID PRINCIPAL shall well and faithfully do and perform the things agreed by the
Contract to be done and performed according to the terms of said Contract, 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 stated herein.

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 therefore, shall in
anyway affect the obligation of said Surety on its bond.

THIS BOND IS GIVEN IN COMPLIANCE with the requirements of the statutes of the State of New
Jersey in respect to bonds of contractors on public works. N.J.S.A. 2A:44-143, et. seq., and amendments
thereof.

SIGNED AND SEALED this _____ day of _____, 20____ in the presence of:

ATTEST:

_____	_____ (Seal)
	Title
_____	_____ (Seal)
	Title

PRINCIPAL ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

TOWNSHIP OF _____

On this _____ day of _____ in the year 20_____, before me personally came _____ to me known, who being by me duly sworn, did depose and say, that he resides in _____, the he is the _____ of the Corporation described in and which executed the foregoing instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto in like order.

ATTEST:

_____	_____ (Seal)
	Title
_____	_____ (Seal)
	Title

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

as "Principal", and

a Corporation organized and existing under the law of the State of _____
and duly authorized to do business in the State of New Jersey, as Surety(s), are hereby held and firmly
bound unto _____
as Obligee, hereinafter called "Owner", in the penal sum of _____ Dollars
(\$ _____), for the payment of which well and truly to be made, we hereby jointly and
severally bind ourselves, our heirs, executors, administrators, successors and assigns.

SIGNED this _____ day of _____, 20_____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above named
Principal did on the _____ day of _____, 20_____ enter
into a Contract ("Contract") with the Owner which said Contract is incorporated herein and made a part
of this bond as if set forth at length herein;

NOW, IF THE SAID PRINCIPAL 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, materialmen, 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
claims hereunder shall in no event exceed the penal amount of this obligation as stated herein.

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, therefore, shall in
anywise affect the obligation of said Surety on its bond.

THIS BOND IS GIVEN IN COMPLIANCE with the requirements of the statutes of the State of New Jersey in respect to bonds of contractors on public works. N.J.S.A. 2A:11-143 et. seq., and amendments hereof.

SIGNED AND SEALED this _____ day of _____, 20 _____
in the presence of:

ATTEST:

_____	_____ (Seal)
	Title
_____	_____ (Seal)
	Title

PRINCIPAL ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

TOWNSHIP OF _____

On this _____ day of _____ in the year 20_____, before me personally came _____ to me known, who being by me duly sworn, did depose and say, that he resides in _____, that he is the instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such Corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto in like order.

ATTEST:

_____	_____ (Seal)
	Title
_____	_____ (Seal)
	Title

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

_____, surety(ies) on the attached bond, hereby certifies(y) the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts):

(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S.17:18-9 as of (date on which such limitation was so established) is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

(4) The amount of the bond to which this statement and certification is attached is

\$ _____

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4)

above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:

_____ ; and

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L.1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

(to be completed by an authorized certifying agent for each surety on the bond)

I _____ (name of agent), as _____ (title of agent)
for _____ (name of surety), a corporation/mutual insurance company/other
(indicating type of business organization) (circle one) domiciled in _____ (state of
domicile), DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by
me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

(Signature of certifying agent)

(Printed name of certifying agent)

(Title of certifying agent)

(Date)

INSURANCE FOR CONSTRUCTION CONTRACTS

The Contractor is required to submit evidence (consisting of Certificates of Insurance and copies of the insurance policies with all endorsements) satisfactory to the Township showing that the Contractor has obtained all insurance coverage required herein. Neither the Contractor nor any of the Contractor's agents, employees or subcontractors will be permitted to enter the site or to perform any work on the Contract unless all of the insurance required by the Contract Documents is in effect.

Nothing contained herein or in the Contract Documents shall be construed as limiting the extent of the Contractor's liability for claims or damages resulting from or related to the Contractor's operations under this Contract.

All insurance required hereunder (except Workers' Compensation Insurance policies) shall include the interests of the Township; Contractor; Engineer and Engineer's consultants, County of Morris, State of New Jersey Department of Transportation if applicable, **all of whom shall be listed as additional named insured on such policies by endorsement.** Contractor waives all rights against the Township; Engineer and all parties named as additional insured in such policies for all losses and damages caused by any of the perils covered by such policies and all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as additional insured, also known as a waiver of subrogation.

The Contractor acknowledges that the Township, Engineer and Engineer's consultants have insurable interests in the project under the Contractor's insurance policies.

The Contractor shall purchase and maintain, at its sole expense, insurance as will provide protection from claims and liabilities which may arise out of or result from Contractor's performance and furnishing of the work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any of Contractor's subcontractors or sub-subcontractors (of any tier), by anyone for whose acts any of them may be liable, with companies satisfactory to the Township, as follows:

a. Worker's Compensation and Employer's Liability Insurance. Covering all employees including owner, partners and/or officers of the Contractor directly or indirectly engaged in the performance of this Contract. This insurance shall comply with the statutory requirements of the State or States involved and shall have an Employer's Liability Insurance with the following minimum limits of liability:

- a. \$100,000 each accident;
- b. \$100,000 Disease each employee;
- c. \$500,000 Disease aggregate limit

b. Commercial General Liability Insurance. With a limit of not less than \$1,000,000 each occurrence and \$3,000,000 general aggregate. The Commercial General Liability Insurance shall include the Broad Form Property Damage Liability Endorsement as well as coverage for explosion, collapse and underground (XCU) hazards and completed operations and products liability coverage. Blanket Contractual Liability Insurance must be included, expressly insuring the Contractor's liability for occurrences assumed by the Contractor under the indemnification clause set forth in the Contract entitled, to the extent covered by the standard form of Commercial General Liability policy in New Jersey (Broad Form with Blanket Contractual Liability Endorsement).

c. Owners' and Contractor's Protective Liability Insurance. With a minimum limit of liability in the amount of \$4,000,000 per occurrence as a combined single limit for bodily injury and property damage.

d. Comprehensive Automobile Liability Insurance. Covering Contractor for claims arising from all owned, hired and non-owned vehicles with a limit of not less than \$1,000,000 combined single limit.

e. Umbrella Liability Insurance. Procure Excess Liability or Umbrella Liability insurance with limits in excess of the underlying policies for Comprehensive General Liability and Comprehensive Automobile Liability with minimum limits of liability of \$10,000,000. Ensure the Excess Liability Insurance policy takes effect (drops down) if the primary coverage is impaired or exhausted. Ensure the excess or umbrella policy has the same terms and conditions as the primary underlying coverage.

f. Builder's Risk Insurance. *(If applicable)* Covering the project under construction in an amount equal to the accepted total bid price of the Contract, naming the Township as an Additional Insured. The insurance shall cover all risks of physical loss and damage including but not limited to theft, vandalism and malicious mischief, collapse, earthquake, flood and water damage, and shall include damages, losses and expenses arising out of or resulting from any insured loss incurred in the repair or replacement of any insured property (including but not limited to fees and charges of Engineers, Attorneys and other professionals). The insurance may have a deductible not to exceed \$2,000, which shall be borne by the Contractor,

g. Policy Limits. Specified above are minimum and wherever the law requires higher limits, the higher limits shall govern.

h. Periods of Coverage. *(If applicable)* The Builder's Risk Insurance shall remain in full force and effect until after Substantial Completion of all work, provided, however, that such coverage shall not be terminated unless and until the Township shall have acknowledged in writing to the Contractor that the Township's insurers have placed permanent insurance for the facility. All other policies required under this Contract shall remain in full force and effect until the Contractor's Maintenance Bond has been released.

i. Certificates. Of the insurance required above must be filed with the Township with a copy to the Engineer before the Contract is signed on behalf of the Township. **The Certificate(s) must expressly state that "All insurance coverage required by the provisions of this Contract of the Township have been provided".** The Certificate of Insurance must expressly state that "The Blanket Contractual Liability Insurance required in this Contract of the Township is in full force and effect and such insurance covers the Contractor's liability for occurrences arising under the indemnification clause contained in the said Contract to the extent covered by the standard Broad Form Commercial General Liability policy form written in New Jersey (with Blanket Contractual Liability Endorsement)". All Certificates of Insurance must provide for a minimum sixty (60) days prior written notice to the Owner of any policy cancellation, material change or non-renewal.

j. Copies of the Insurance Policies. Required must be filed with the Owner and the Engineer before the Contract is signed by the Township.

k. Forms of Policies. All liability insurance shall be on an occurrence basis.

l. Subcontractors. Shall be required by the Contractor to name the Township as an additional insured and provide a copy of the endorsement prior to beginning work, providing the following insurance:

- (1) Worker's Compensation and Employer's Liability Insurance. Covering all of the employees of the subcontractor, including the owners, partners and/or officers, directly or indirectly engage in the performance of this Contract. This insurance shall comply with the statutory

requirements of the State or States involved and shall have an Employer's Liability Insurance with the following minimum limits of liability:

- a.\$100,000 each accident;
- b.\$100,000 Disease each employee;
- c.\$500,000 Disease aggregate limit.

- (2) Commercial General Liability Insurance. With minimum limits of not less than \$1,000,000 each occurrence and \$3,000,000 general aggregate. The Commercial General Liability Insurance shall include the Broad Form Property Damage Liability Endorsement as well as coverage for explosion, collapse and underground (XCU) hazards, products liability coverage, with Blanket Contractual Liability and Completed Operations Coverage.
- (3) Comprehensive Automobile Liability Insurance. Covering subcontractor for claims arising from all owned, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit.
- (4) Policy Limits. Specified above are minimum, and wherever the law requires higher limits, the higher limits shall govern.
- (5) Periods of Coverage. All policies required under this Contract for subcontractors shall remain in full force and effect until the Contractor's Maintenance Bond has been released.
- (6) Certificates. Of the insurance required above must be filed with the Owner and the Engineer, in triplicate, before the subcontractor is permitted to start work. The Certificate of Insurance must expressly state that the required Blanket Contractual Liability Insurance is in full force and effect and that such insurance covers the subcontractor liability for occurrences arising under the indemnification clause contained in the Contract to the extent covered by the standard Broad Form Commercial General Liability policy form written in New Jersey (with Blanket Contractual Liability Endorsement). The Owner and Engineer must appear as additional insured on all liability policies. All Certificates of Insurance must provide for a minimum sixty (60) days prior written notice to the Owner of any policy cancellation, material change or non-renewal.

The Contractor shall not allow any subcontractor to commence work on his subcontracts until all insurance required of the subcontractor has been so obtained and the proper Certificates of Insurance have been provided to the Owner and Engineer.

Acceptance of the Contractor's insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

NOTE: \$3,000,000 for small construction projects (umbrella only)
 \$5,000,000 for large construction projects (umbrella only)

MAINTENANCE BOND

*(EXCLUDING ENVIRONMENTAL ITEMS, HOUSE CONNECTION ITEMS,
AND PAVEMENT ITEMS)*

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

_____ as "Principal", and _____

_____ a Corporation organized and existing under the law of the State of _____ and
duly authorized to do business in the State of New Jersey, as Surety(s), are hereby held and firmly bound
unto _____

as Obligee, hereinafter called "Owner", in the penal sum of one hundred (100%) percent of the amount
shown as "Total Bid" less environmental items, house connection items, and pavement items in the
Proposal of the Contractor, _____ Dollars (\$ _____),
for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors and assigns.

SIGNED this _____ day of _____, 20_____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above named Principal
did on the _____ day of _____, 20_____ enter
into a Contract ("contract") with the Owner, which said Contract is incorporated herein and made a part
of this bond as if set forth at length herein; and

WHEREAS, the work performed by the Principal pursuant to said Contract has been accepted by the
Owner and was approved in writing on the _____ day of _____, 20_____

NOW, IF THE SAID PRINCIPAL shall well and faithfully guarantee that the work will be free from any
defective materials or workmanship and shall correct any and all defects in materials or workmanship
which become apparent during the period of two (2) years following the date of acceptance as set forth
above, 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 stated herein.

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, therefore, shall in anywise affect the obligation of said Surety on its bond.

SIGNED AND SEALED this _____ day of _____, 20_____
in the presence of:

ATTEST:

_____	_____ (Seal)
	Title
_____	_____ (Seal)
	Title

PRINCIPAL ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

TOWNSHIP OF _____

On this _____ day of _____, 20_____, before me personally came _____ to me known, who being by me duly sworn, did depose and say, that he resides in _____, that he is the _____ of the Corporation described in and which executed the foregoing instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto in like order.

ATTEST:

_____	_____ (Seal)
	Title
_____	_____ (Seal)
	Title

NOTICE TO PROCEED

TOWNSHIP OF PEQUANNOCK
MORRIS COUNTY, NEW JERSEY

Dated _____

TO: _____
(CONTRACTOR)

PROJECT: NJDOT MUNICIPAL AID PROGRAM FY2020
ALEXANDER AVENUE IMPROVEMENTS

You are notified that the contract time under the above contract will commence to run on _____. By that date you are to start performing the work and your other obligations under the Contract Documents. The time for completion is set forth in the General Information and Instructions for Bidders of the Contract Documents.

Before you may start any work at the site, you and Owner must each deliver to the other (with copies to the Engineer) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Township of Pequannock
(Owner)

BY: _____
(Authorized Signature)

(Title)

Copy to Engineer
(Use Certified Mail, Return Receipt Requested)

APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990 **Equal Opportunity for Individuals with Disability**

The contractor and the Township of Pequannock, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 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.

(REVISED 9/07)

APPENDIX B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not be limited to the following: employment, up-grading, 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, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, 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 applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. 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 attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. 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 the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, 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 or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved 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 consistent with the applicable county employment goals:

(1) To notify the public agency compliance officer, the Division, 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 until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

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

(i) 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 determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. 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 Division. 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.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) 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 Division.

(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 Division and submitted promptly to the Division 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 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 Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project

Workforce Report once a month thereafter for the duration of this contract to the Division 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 Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

APPENDIX C

INSURANCE ATTACHMENT

The successful bidder shall purchase and maintain such comprehensive general liability and other insurance as will provide protection and hold the Township harmless from claims set forth below which may arise out of or result from successful bidder's performance of the work and successful bidder's other obligations under the contract documents, whether such performance of the work is by successful bidder or by anyone directly or indirectly employed by them or by anyone for whose acts may be liable in accordance with the following:

- A. Claims under Workers' Compensation, disability benefits and other similar employee benefit acts;
- B. Claims for damages because of bodily injury, occupational sickness or disease or death of successful bidder's employees.
- C. Claims for damages because of bodily injury, sickness or disease or death of any person other than successful bidder's employees;
- D. Claims for damages insured by personal injury liability coverage which are sustained:
 - 1. By any person as a result of an offense directly or indirectly related to the employment of such person by successful bidder.
 - 2. By any other person for any other reason.
- E. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- F. Claims for damages because of bodily injury or death of any person arising out of operation of law.
- G. The Township of Pequannock, its officials, agents and employees shall be named as additional insureds on General Liability and Umbrella policies. Copies of all policies shall be furnished to the Township upon request.
- H. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to the Township of Pequannock. All insurance shall remain in effect until the final payment.
- I. Certification of the insurance required to be purchased shall be filed with the Township Manager. Certificates shall be acceptable to the Township and shall contain a provision that coverages afforded under policies will not be canceled or materially changed until at

least thirty (30) days prior written notice has been given to the Township and the successful bidder. The successful bidder is reminded that policies must be issued on an act of occurrence basis.

- J. The policies shall provide that neither the successful bidder, nor its insurer, shall have any right to subrogation against the Township, its employees and agents. It is the intention of the parties that the policies shall protect all the parties and be primary coverage for any and all losses covered by the above-described insurance.
- K. The successful bidder shall provide insurance with coverage not less than the following amounts or greater where required by law:
1. Workers' Compensation – unlimited coverage and in accordance with the New Jersey statutes N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6 for
 2. Comprehensive general and contractual liability insurance coverage. Policy to include personal liability, property damage, contractual liability, explosion, collapse and underground hazard coverage and completed operations coverage for the term of the contract:

Each Person:	\$ 500,000.00
Each Occurrence:	\$1,000,000.00
 3. Excess general liability umbrella coverage at a minimum of \$10,000,000.00.
- L. INDEMNIFICATION – Bidder shall indemnify and hold harmless the owner from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.



STANDARD SPECIFICATIONS

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DIVISION 100 – GENERAL PROVISIONS

SECTION 101 – GENERAL INFORMATION

101.01 INTRODUCTION

The Contract Documents are written to the Bidder before Award and to the Contractor after Award.

Titles and headings of sections and subsections are for convenience and do not bear on the meaning of the text.

When a publication is specified or referenced, if no issue or effective date for the publication is specified, use the issue or version of the publication that is current at the opening of bids.

101.02 ABBREVIATIONS

The following abbreviations are used in the Contract:

AISC	American Institute of Steel Construction, Inc.
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASTM	ASTM (American Society for Testing and Materials) International
AWS	American Welding Society
AWWA	American Water Works Association
DBE	Disadvantaged Business Enterprise
ESBE	Emerging Small Business Enterprise
EPA	United States Environmental Protection Agency
ISO	International Organization for Standardization
MSDS	Material Safety Data Sheet
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electric Code
NIST	National Institute of Standards and Technology
N.J.A.C.	New Jersey Administrative Code
N.J.S.A.	New Jersey Statutes Annotated
NJDEP	New Jersey Department of Environmental Protection
NJDOT	New Jersey Department of Transportation
OSHA	Occupational Safety and Health Administration
ROW	Right-of-Way
SBE	Small Business Enterprise
SESC	Soil Erosion and Sediment Control
SI	International System of Units
SSPC	Society of Protective Coatings
UL	Underwriters Laboratories

101.03 TERMS

When the following terms are used in the Contract, the meaning is as follows. If the term is capitalized, it is capitalized in the Specifications.

Acceptance. The written acceptance by the Township of the Work.

acceptance testing. Testing conducted by the Township to measure the degree of compliance to the Contract.

addendum. A Contract revision or response to a Contractor inquiry issued after advertisement and before the opening of bids.

approval. The Township's written notification that a submission or portion of work is believed to be in conformance with the Contract.

as-built quantity. The quantity of a completed Item eligible for payment.

authorized funding amount. The amount of funds authorized by the Township for the Contract.

Change Order. A written order issued by the Township to the Contractor after execution of the Contract authorizing one or more of the following:

1. Changes in the Work.
2. Modifications in the basis of payment.
3. Modifications to Contract Time.

Completion. When all of the following have occurred:

1. The Work has been satisfactorily completed in all respects according to the Contract.
2. The Project is ready for use by the Township as required by the Contract.
3. The Contractor has satisfactorily executed and delivered to the TOWNSHIP ENGINEER all documents, certificates, and proofs of compliance required by the Contract including the Notice of Completion.

construction operations. Physical construction of work done in the performance of the Contract within the Project Limits. Does not include off-site mobilization, procurement and off-site storage of materials and plants, engineering, performance bond and payment bond, surveys, working drawings, off-site field offices, schedules, certificates, forms, or documents.

Contract. The written integrated agreement between the Township and the Contractor setting forth the obligations of the parties, including, but not limited to, the performance of the Work and the basis of payment.

The Contract includes the advertisement, Proposal, Certification as to Publication and Notice of Advertisement for Proposal, bid, Appointment of Agent by Nonresident Contractors, Resolution of Award of Contract, Executed Form of Contract, performance and payment bonds, Specifications, Plans, Right-of-Way Plans, permits, boring logs, pavement core records, addenda, Change Orders, and Field Orders, all of which are to be treated as one instrument whether or not set forth at length in the form of Contract. Other information mailed or otherwise made available to the prospective bidders before the opening of bids is not part of the Contract unless specified as such.

Contract Time. The number of working days allowed to complete the work for a milestone or the date by which work must be completed, as provided in the Contract and as modified by Change Order. When Interim Completion and Completion requirements are specified as a specific date instead of the number of working days, achieve Interim Completion or Completion on or before that date.

Contractor. The individual, firm, partnership, corporation, or any acceptable combination thereof contracting with the Township for performance of the Contract. For the purpose of carrying out the Contract, it also means the Contractor's representative.

day. Every day shown on the calendar.

Township. Pequannock Township, as created by law, acting through duly authorized representatives, such representatives acting within the scope of the particular duties delegated to them.

Township Laboratory. The testing laboratory the Township may designate.

Estimate. Progress payment made to the Contractor by the Township.

Extra Work. New Work and quantity adjustments to Items that are not the result of as-built measurement or calculation.

Field Order. Written direction, signed by the Township Engineer, requiring action by the Contractor.

holiday. A legal holiday as defined by N.J.S.A. 36:1-1.

inspector. The Township's authorized representative assigned to inspect the Work for conformance to the Contract.

Interim Completion. A milestone other than "Completion of Work," requiring completion by a specified date or within a specified time.

Item. A specifically described portion of Work for which there is a unit or lump sum price. Items described in the Specifications are designated in all capital letters.

ME. The Township's Engineer and their designated representatives.

land surveyor. A person who is legally authorized to practice land surveying in New Jersey according to the provisions of N.J.S.A. 45:8-27, *et seq.*

manufacturer's recommendations. Recommendations and instructions by the manufacturer including but not limited to the construction requirements, drawings, plans, and material requirements.

Mobilization. Consists of the preparatory work and operations, including moving personnel, equipment, supplies and incidentals to the Project Limits. It also includes all other work performed and costs incurred before beginning work on various Items in the Contract.

New Work. Work directed by the Township that is not covered under an existing Item or combination of Items in the Contract. Items established to provide payment modifications as specified in the Contract, such as damages, bonuses, and penalties, are not New Work.

Others. An individual or a legal entity other than the Contractor, the Surety, or an individual or a legal entity in a contractual relationship with the Contractor or the Surety. For example, the term "Others" may include the Township, a Utility, or another contractor on the Project.

plan. The Contractor's proposed methods of performing work including but not limited to materials, equipment, personnel, and schedules.

Plans. The advertised plans as amended by addenda and Change of Plan. This includes the version of the Standard Details specified on the key sheet.

Professional Engineer. A person licensed to practice engineering in the State of New Jersey.

Project. The specific section of highway or other public improvement constructed under the Contract. The Project may include work performed by Others.

Project Limits. The Project Limits are shown on the key sheet and modified as follows:

1. The areas of construction operations and areas used by the Contractor to perform the work. If only a portion of a lane or shoulder of a road is being constructed, the Project Limits include all lanes and shoulders of the roadway.
2. Where only one direction of a road is being constructed, and the road is divided by a median, island, or barrier curb, the Projects Limits include all of the lanes in that direction and the median. Otherwise, the Project Limits include all lanes in both directions.
3. The longitudinal Project Limits include all safety devices and signs excluding signs greater than 1600 feet outside the Project Limits shown on the key sheet.
4. Areas within the ROW provided for the Contractor's use.

Proposal. The schedule of Items and estimate of the various quantities and kinds of Work to be performed for which bid prices are invited. The Proposal also includes the location and description of the Project and the date and time of the opening of bids.

RE. The Township's field representative having direct supervision of the administration of the Contract.

Right-Of-Way (ROW). The land, property, or interest therein acquired for or devoted to transportation purposes or construction of a public improvement.

Specifications. The compilation of provisions and requirements for the performance of prescribed work contained in the Standard Specifications, Special Provisions, and Electrical Materials Specifications as modified by addenda.

State. The State of New Jersey.

subcontractor. An individual, firm, partnership, corporation, or any acceptable combination thereof, to which the Contractor subcontracts part of the Work pursuant to 108.01.

Substantial Completion. When all work is complete, with the exception of landscaping Items, removal of SESC measures, FINAL CLEANUP, and repair of unacceptable work; provided the RE has determined that:

1. The Project is safe and convenient for use by the public.
2. Failure to complete work and repairs excepted above will not result in the deterioration of other completed work.
3. The value of the remaining landscaping work, removal of SESC measures, repairs, and FINAL CLEANUP is less than 2 percent of the Total Adjusted Contract Price.

Superintendent. The Contractor's authorized representative responsible for and in charge of the Work and is authorized by the Contractor to receive all communications from the Township.

Surety. The individual, partnership, or corporation, other than the Contractor, that has provided a proposal bond, a performance bond, or a payment bond.

Testing Agency. A privately-owned facility capable of testing and evaluating component parts, or the whole, for certification of the composition or construction of the material or product.

Total Adjusted Contract Price. The Total Contract Price as it is adjusted through the issuance of Change Orders and the calculation of as-built quantities.

Total Contract Price. The correctly determined summation of lump sum bids and products of all quantities for Items shown in the Proposal multiplied by the unit prices bid.

traveled way. The portion of the roadway for the movement of vehicles exclusive of shoulders and auxiliary lanes.

Utility. The company, agency, or other entity that provides services, including, but not limited to: electric, water, gas, sewer, fiber optic, communications, and railroad, and the NJDOT with regard to its ITS and electrical facilities.

utility. The rails, lines, facilities, or systems owned by Utilities.

Work. Labor, services, materials, equipment, tools, transportation, supplies, and incidentals necessary or convenient for Completion by the Contractor of the construction described in the Contract and the carrying out of all duties and obligations imposed by the Contract wholly, or any portion thereof, on the Contractor.

work. Particular elements, Items, or portions of the Work.

working day. Any day, exclusive of:

1. Saturdays, Sundays, and holidays.
2. Days on which the Contractor is specifically required by the Contract to suspend construction operations.
3. Days on which the Contractor is prevented by any conditions beyond the control of the Contractor and adverse to the current controlling operation or operations, as determined by the RE, from proceeding with at least 75 percent of the normal labor and equipment force engaged on such operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations for all shifts.

working drawings. Stress sheets, shop drawings, catalogue cuts, calculations, diagrams, illustrations, schedules, performance charts, brochures, and other supplementary plans or similar data prepared by the Contractor or subcontractors, manufacturers, suppliers, or distributors. The Contractor is required to submit working drawings for approval or certification.

101.04 INQUIRIES REGARDING THE PROJECT

Submit inquiries regarding discrepancies, errors, or omissions, or concerns regarding the intent or meaning of the Contract to Township Engineer, Frank Russo, PE, PP as follows:

Attn: Frank Russo, PE, PP
Township Engineer
Pequannock Township Engineering
99 Alexander Ave
Pompton Plains, NJ 07444
973-835-5700 Ext. 188
973-835-9396 (Fax)
e-mail: FRusso@Peqtp.org

Include the following with each inquiry:

1. Name of the Bidder.
2. Telephone number, fax number, e-mail address, and contact person.
3. Specifics of the inquiry, including anticipated results.

The deadline for submitting inquiries is ten days, Saturdays, Sundays and legal holidays excluded, prior to the opening of bids.

The Township will investigate the information provided in the inquiry and, if the Township determines that a change or response is necessary, the Township will issue an addendum.

Requests for postponement of bids will not receive a response. The Township will issue an addendum postponing bids if warranted.

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.01 QUALIFICATION TO BID

The Bidder is an individual, firm, or corporation submitting a bid for the advertised Work. The Township will not accept bids from Bidders who fail to meet all of the following criteria:

1. More than one proposal from an individual, a firm, a partnership, a limited liability company, a corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated shall cause the rejection of all proposals in which such bidder is interested.
2. The bidder shall complete the non-collusion affidavit attached hereto, giving sworn statement 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 work.
3. A proposal in which the unit and lump sum bid prices appear, in the judgment of the Township, to constitute an unbalanced bid for the work.
4. If the Bidder is a corporation not incorporated in the State, the Bidder has been authorized to do business in the State as required by N.J.S.A. 14A:15-2, *et seq.*
5. The Township reserves the right to reject any and all proposals which show any omissions, alterations in form, additions not called for, conditional or alternate bid, or irregularities of any kind, or to waive any informalities in the Proposal received and to accept the proposal deemed most favorable to the interest of the Township.
6. The Bidder has a valid business registration with the Division of Revenue in the New Jersey Department of Treasury as required by N.J.S.A. 52:32-44.
7. The Bidder has a valid, current registration with the New Jersey Department of Labor, Division of Wage and Hour Compliance as required by "Public Works Contractor Registration Act," N.J.S.A. 34:11-56.48, *et seq.*

102.02 REVISIONS BEFORE SUBMITTING A BID

The Township will only issue written, information to clarify, correct, or change the Proposal documents, Contract, or bidding notices as addenda. Such addenda shall be on file in the Township Offices. Furthermore, in accordance with N.J.S.A. 40a:11-23c.(2), a provision of the New Jersey Local Public Contracts Law, Notice of Revisions or Addenda to Advertisements or Contract Documents shall be provided by the Township no later than seven (7) days, Saturdays, Sundays, or Holidays excepted, prior to the date for acceptance of bids, to any person who has submitted a bid or who has received a bid package in any of the following ways: i) in writing by certified mail or ii) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of transmission and that the transmission was successful or iii) by a delivery service that provides certification of delivery to the sender. Failure of the Township to advertise for the receipt of bids or to provide proper notification of revisions or addenda to advertisements or bid documents related to bids as prescribed by this section shall prevent the Township from accepting the bids and require the re-advertisement for bids. Failure to obtain a receipt when good faith notice is sent or delivered to the address or telephone facsimile number on file with the Township shall not be considered failure by the Township to provide notice.

The Bidder shall acknowledge all addenda received by completing the Acknowledgement of Receipt of Changes form include with the bid documents. This requirement is considered a mandatory item and must be submitted at the time specified for the receipt of the bids.

Certain addenda contain amendments. Amendments require revisions to the schedule of Items to be bid. The Bidder shall ensure that the schedule of Items to be bid submitted contains all applicable amendments. The Township has the right to reject bids that do not contain all applicable amendments to the schedule of Items to be bid.

102.03 EXAMINATION OF CONTRACT AND PROJECT LIMITS

The Bidder shall carefully examine the Contract, the Project Limits of the proposed Project, the Contract and other information before submitting a bid.

The Plans are not to be construed as an averred representation or warranty of existing conditions. Bidders shall make such independent investigation and examination as necessary to satisfy the Bidder as to the conditions to be encountered in the performance of the Work and the type of equipment and operations required to perform the Work. No plea of ignorance of conditions will release the Contractor from fulfilling the requirements of the Contract in every detail, nor be accepted as a basis for claims for extra compensation.

If conditions of the Project Limits are inconsistent with the Contract or there are discrepancies, conflicts, errors, omissions, or ambiguities within the Contract, the Bidder shall immediately notify the Township as specified in 101.04. The Bidder shall evaluate subsurface conditions to determine how these conditions may affect the methods and cost and time of construction. The Bidder shall evaluate, with respect to possible material sources, the quality and quantity of material available, applicable regulatory requirements, and the type and extent of processing that may be required to produce material conforming to the requirements of the Contract. It is understood and agreed that the Bidder has considered in its bid all of the permanent and temporary utilities in their present, new, or relocated positions to the extent required by the Contract and as revealed by its own investigations. It is also understood and agreed that the Bidder is aware that a Utility's service demands, field conditions, and emergencies may affect the Utility's ability to comply with the proposed schedules for utility work.

The Contractor shall make all necessary supplemental investigation, and shall have no claims for damages due to subsurface structures or utilities encountered in locations other than shown on the contract drawings.

The Contractor shall comply with all rules and regulations applicable to work on or in the proximity of utilities. Specific attention is made to State's Underground Facility Protection Act. The Contractor shall notify the State's One Call System before performing work on the project.

Submission of a bid is confirmation that the Bidder has made an independent evaluation and examination and is fully aware of the requirements of the Contract, including all restrictions. Further, the Bidder warrants that the bid prices include all costs to complete the Work.

102.04 INTERPRETATION OF QUANTITIES IN THE PROPOSAL

The quantities appearing in the Proposal are estimates. The Township has a right to increase or decrease the quantities of Work or has the right to eliminate Items in their entirety, at its sole discretion.

The Township will pay only for the quantities of work completed as specified in the Contract.

102.05 "IF AND WHERE DIRECTED"

The Proposal may include Items for which the Township has designated quantities as "if and where directed." The estimated quantities set out in the Proposal for "if and where directed" quantities are presented for the purpose of obtaining a representative bid price but are not indicative of the Township's intent regarding incorporation into the Project. The Township Engineer has the right to direct the Contractor to perform work using "if and where directed" quantities.

102.06 PREPARATION OF THE BID

The bid is the completed Proposal documents that are submitted by the Bidder to the Township at the time for the opening of bids. Proposals must be submitted on the forms provided and must be submitted to the Township in the bound Contract document book, which shall be left whole and intact in every respect. All blank spaces for unit prices, extended totals, summation and lump sums must be completed in ink or typewritten. Any erasures or other physical changes in the bid shall be signed or initialed by the Bidder. 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. The Bidder shall provide all information indicated. Failure to provide the information indicated constitutes an informality in the Proposal rendering it subject to rejection by the Township.

102.07 BALANCED BIDS

The Bidder shall reflect in the bid price for each Item the cost the Bidder anticipates incurring for the performance of that Item, together with a proportional share of the Bidder's anticipated profit, overhead, and costs to perform work for which no Item is provided.

102.08 PROPOSAL BOND

The Proposal Bond guarantees execution of the Contract by the Bidder receiving Award. It is understood that the guarantee shall be retained by and become the property of the Township in the event of annulment of the Award as specified in 103.04.

Each bid must be accompanied by a guarantee in the form of a certified, cashier's check or bid bond. The guarantee shall be made payable to the Township, in the amount of ten (10%) percent of the total price in the Proposal for the base bid Items, but not in excess of \$20,000.00.

The Bidder shall ensure that the Proposal Bond is properly completed and furnished by a surety authorized to do business in the State as are listed in the current US Treasury Department Circular 570 as of the date for opening of bids for the particular Contract and are authorized to issue bonds in at least the amount of the Proposal Bond.

The Bidder shall ensure that the Proposal Bond has a power of attorney executed by the Surety. The power of attorney shall set forth the limits of Township of the attorney-in-fact who has signed the bond on behalf of the Surety to bind the company and shall further certify that such power is in full force and effect as of the date of the bond.

The Township will not accept Proposal Bonds that do not comply in all respects with the provisions of N.J.A.C. 16:44-5.1(d) and that are not substantiated by a valid power of attorney executed by the Surety.

102.09 SUBMISSION OF BIDS

Bids shall be submitted to the Township in the bound Contract Document Book, which shall be left whole and intact in every respect. Bids shall be enclosed in an opaque, sealed envelope, plainly marked "NJDOT Municipal Aid Program FY 2020 - Alexander Avenue Improvements" and shall show the name and address of the Bidder. Bids may be forwarded by certified mail. If mailed, the sealed envelope containing the bid and marked as above, must be enclosed in another envelope properly addressed for mailing as follows:

Adam W. Brewer, Manager
Pequannock Township
530 Newark-Pompton Turnpike
Pequannock, New Jersey 07444

The Bidder shall ensure delivery of its bid with all required components and attachments, including, but not limited to the following:

1. Schedule of Prices
2. Statement of Financial Responsibility
3. Bid Guarantee as required by N.J.S.A.40A:11-21
4. Certificate from the surety company pursuant to N.J.S.A.40:22-11
5. A statement of corporate ownership, pursuant to N.J.S.A.52:25-24.2
6. A listing of Subcontractors as required by N.J.S.A.40A:11-16
7. A Non-Collusion Affidavit (This form must be Notarized)
8. Bidder's Affidavit (This form must be Notarized)
9. Business Registration Certificate for Bidder
10. Public Works Contractors Certificate of Registration for Bidder
11. Public Works Contractors Certificate of Registration for any subcontractors the bidder intend to use
12. Consent of Surety as to a Labor and Material Payment Bond
13. Bid Document Submission Checklist
14. Other related documents as specified in the Contract

A Consent of Surety shall accompany each bid and shall be in the form indicated in the proposal, giving the written consent of the Surety Company for the sum of the contract price named in the proposal for faithful performance of said contract. The statement shall contain the qualifications of the Surety Company and shall be signed by the Attorney-in-Fact. Each surety instrument offered in connection with this contract shall be accompanied by an appropriate and properly dated and executed power of attorney. Each surety shall furnish a current statement of financial condition to verify that the total value of the bonds required will be within the maximum amount specified for that company pursuant to N.J.S.A. 17:18-9.

The Bidder is solely responsible for any and all errors and for timely submission of the bid, all components thereof, and all attachments thereto. The delivery or non-delivery of the bid is the sole responsibility of the Bidder. The Township will not be responsible for late postal delivery or late delivery of courier service and no bids will be accepted after the time indicated in the advertisement or such other time as established by addenda.

In accordance with N.J.S.A. 40A:11-23.1, a provision of the New Jersey Local Public Contracts Law, the Form entitled "BID DOCUMENTS SUBMISSION CHECKLIST," as contained in the proposal section of these contract documents, consisting of two (2) pages, must be initialed by the prospective bidder, signed by the authorized representative of the bidder, dated and, furthermore, must be submitted by the bidder at the time specified by the Township for the receipt of the bids for this project.

The attention of the bidders is especially directed to the provisions of Federal, State, County and Municipal laws, statutes and regulations that may apply to the work, including particularly the safety regulations of the State Labor Board. Such provisions refer to obstruction of streets, maintaining of signals, storing and handling of explosives, etc. Particular note is to be taken, also, of those provisions affecting the Contractor or his employees in prosecution of the work or his relation to a political subdivision or person. All pertinent laws, statutes, ordinances and regulations shall be obeyed and complied with.

Particular attention is directed to Chapter 37 of the Laws of 1988, N.J.S.A. 10:2-1 concerned with discrimination in employment on public works or purchases, the provisions of which shall be considered a part of this Contract.

The lowest responsible bidder, to whom the Contract may be awarded, shall be required to comply with Affirmative Action requirements pursuant to Chapter 127 of the laws of 1975 and with the mandatory regulatory language in Exhibit B.

Also, the Contractor should note the provisions set forth under N.J.S.A. 40A:11-1 et seq., regarding subcontractors. (See "Identification of Subcontractors" under this Section and also the listing of subcontractors form under the Proposal Section of these contract documents).

Bidders are required to comply with the requirements of the Public Works Contractors Registration Act. No Contractor may bid unless registered and no Contractor may list a Subcontractor in the bid Proposal unless the Subcontractor is registered at the time the bid is made. The successful bidder must supply the Township with the Certificate(s) of Registration with the bid proposal. If the successful bidder fails to supply the Township with the necessary documentation, the Township may declare the bidder non-responsive and award the contract to the next lowest responsible bidder.

All employees directly employed on this work shall be paid the recognized prevailing rate in this area for each type of work, as required by law. The list of prevailing wages is included in this contract document.

In accordance with P.L. 2004, Chapter 57, the successful bidder and any Subcontractor retained for the project shall collect and remit to the Director of the Division of Taxation in the Department of Treasury, the tax due pursuant to the "Sales and Use Tax Act" (N.J.S.A. 54:32B-1 et seq.) On all their sales of tangible personal property delivered into this state.

The Bidder shall sign his Proposal correctly. If the Proposal is made by a corporation or limited liability company, it must be signed by a person authorized to sign such a document and show the name and address of the corporation or Limited Liability Company. Proposals must be accompanied, in cases of corporations not chartered in New Jersey, by proper certificate that such corporation is authorized to do business in the State of New Jersey.

If the Proposal is made by a partnership, at least two (2) partners must sign the Proposal and the Proposal must show the name and address of the partnership. Furthermore, in the event the Proposal is submitted by a partnership, each partner must be listed on the bid Proposal.

102.10 WITHDRAWAL OF BIDS

N.J.S.A. 40A:11-23.3 authorizes a Bidder to request withdrawal of a public works bid due to a mistake on the part of the Bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.

A Bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to Adam Brewer, Township Manager at the Township offices in the Pequannock Municipal Building, 530 Newark-Pompton Turnpike, Pequannock, NJ 07444. The Bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five (5) business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, Adam Brewer, Township Manager may contact all Bidders, after bids are opened, to ascertain if any Bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A Bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the Township's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The Township will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a Bidder in the preparation of a bid unless the postmark of the certified or registered mailing is within the five (5) business days following the opening of bids.

102.11 PUBLIC OPENING OF BIDS

The Township will open and read bids publicly at the time and place indicated in the advertisement or such other time and place as established by addenda. The Township invites Bidders, their authorized agents, and other interested parties to be present.

102.12 CONSIDERATION OF BIDS

The Township reviews bids for conformity with the Contract and compares bids on the basis of the correctly determined summation of the correctly determined products of all the quantities for Items shown in the bid multiplied by the unit prices bid together with the sums bid for lump sum Items. The Township will make the total bid amount for all bids available.

Comparison of bids will be made on the basis of all Items listed in the Proposal using the engineer's estimate of quantities as shown in the Proposal.

The estimates of quantities given in the Proposal are for the purpose of arriving at a Total Contract Price to make comparison in awarding the Work. The amount of Work indicated in the bid is not guaranteed and the Township reserves the right to delete any Item.

In the event there is a discrepancy between the numerical unit price and the written unit price, the written unit price shall prevail. If there is a discrepancy between the unit price and the extended total, the unit price shall prevail and a new extended total shall be computed by the Township Engineer. The computation will result in a new summation of the extended total or Total Contract Price. When the summation of extended totals (Total Contract Price) is in error, the extended totals shall govern and the new summation computed by the Township Engineer shall be accepted as the Total Contract Price.

When two or more bids are equal in all respects, award may be made by lot, at the discretion of the Township, which shall be witnessed by at least three (3) persons and which may be attended by the Bidders or their authorized agents.

102.13 IRREGULAR BIDS

The Township will consider a bid irregular and will reject it if the Township determines that the bid contains a material defect.

102.14 DISQUALIFICATION OF BIDDERS

The Township will disqualify a Bidder and reject a bid submitted by that Bidder if the Bidder is determined by the Township to lack responsibility. Factors demonstrating a lack of responsibility include, but are not be limited to:

1. Evidence of collusion among Bidders. The Bidder shall complete the non-collusion affidavit attached hereto, giving sworn statement 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 work.
2. More than one Proposal from an individual, a firm, a partnership, a limited liability company, a corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated shall cause the rejection of all Proposals in which such Bidder is interested.
3. A Proposal in which the unit and lump sum bid prices appear, in the judgment of the Township, to constitute an unbalanced bid for the work.
4. Lack of competency or lack of adequate machinery, plant, or other equipment.
5. Unsatisfactory performance on previous or current contracts.
6. Questionable moral integrity as determined by the Attorney General of New Jersey or the Township.
7. Any other outward actions or lack of action that demonstrates the Bidder is not responsible.
8. Disqualification, suspension, or debarment of an individual, firm, partnership, corporation, or any combination as required by N.J.S.A. 16:44-8.1.

102.15 REJECTION OF ALL BIDS

The Township has the right to waive minor defects and informalities in any bid, reject any and all bids, or accept bids, when the Township deems it advisable to do so in the best interest of the Township or public. The Township may reject all bids for any of the following reasons:

1. The lowest bid substantially exceeds the cost estimates for the Project;
2. The lowest bid substantially exceeds the Township's appropriation for the Project;
3. The Township decides to abandon the Project;
4. The Township wants to substantially revise the Specifications for the Project;
5. The purposes or provisions or both of P.L.1971, c.198 (C.40A:11-1 et seq.) are being violated;

6. The Township decides to use the State Authorized Contract pursuant to section 12 of P.L.1971, c.198 (C.40A:11-12).

SECTION 103 – AWARD AND EXECUTION OF CONTRACT

103.01 AWARD OF CONTRACT

The Township will award the Contract to the lowest responsible Bidder whose bid conforms in all respects to the requirements set forth in the Contract. The Township will award the Contract based on the Total Contract Price. The Township will award the Contract or reject all bids within sixty (60) days after the bids are received. The Township may conditionally award the Contract pending the approval of the Federal Government, another State governmental body, or private party if applicable. If the Township does not award the Contract or conditionally award the Contract within sixty (60) days, all Bidders have the right to withdraw their bids. However, the Township, with the agreement of the lowest responsible Bidder, the second lowest responsible Bidder, or both Bidders, may extend the time that the Township may make an Award or Conditional Award by mutual consent.

The Award or Conditional Award is not binding upon the Township until the Township has executed the Contract. No person shall perform any Work in furtherance of the Contract until notified that the Contract has been executed, and then only as specified in 108.02.

103.02 CANCELLATION OF AWARD

The Township reserves the right to cancel an Award or Conditional Award at any time before the execution of said Contract by all parties without incurring any liability of any kind.

103.03 RELEASE OF PROPOSAL BOND

The Township will release all Proposal Bonds except those of the three (3) apparent lowest Bidders, unless otherwise requested by the bidder, within ten (10) days after the opening of the bids, Sundays and holidays excepted. The bids of such Bidders shall be considered as withdrawn.

The Township will release the remaining Proposal Bonds within three (3) days, Sundays and holidays excepted, after the Contract and performance bond and payment bond have been executed and delivered as specified in 103.04, or, if not executed, when other disposition of the matter has been made by the Township.

103.04 EXECUTION OF THE CONTRACT

Within ten (10) days of the date of Award or Conditional Award, where all conditions of the award have been satisfied, the Bidder shall properly and duly execute the Contract and deliver to the Township the following:

1. Performance bond and payment bond as specified in 151.03.01.
2. Proof of the registrations specified in 102.01 for the Department of Treasury and the Department of Labor for all subcontractors being used for the project.
3. Acknowledgement that the person who has signed the contract is so authorized.
4. Insurance Certificate which conforms to the requirements of the contract.

If the Contract is not executed by the Township within sixty (60) days following receipt from the successful Bidder of the signed Contract and the performance bond and payment bond, the successful Bidder may withdraw its bid without penalty. Where the Bidder chooses not to withdraw its bid before the Township executes the Contract, the Bidder shall be deemed to have waived any claim for additional payment or for an extension of time. The Contract does not become effective until it has been fully executed by all parties.

103.05 FAILURE TO EXECUTE CONTRACT

Failure on the part of the Bidder, to whom the Contract has been awarded, to execute the Contract as specified in 103.04, in the manner and within the time specified, is just cause for annulment of the Award or Conditional Award and for the exclusion of the Bidder from bidding on subsequent projects for such period as the Township deems appropriate. If the Award is annulled, the Proposal Bond, as specified in 102.08, is forfeited, and the Township has

the right to recover under the terms and provisions of the Proposal Bond. The Township has the right to award the Contract to the next lowest responsible Bidder, or to re-advertise and construct the Work under the Contract, or otherwise, as the Township decides in its sole discretion. Award to the next lowest responsible Bidder shall have the same effect to such Bidder as though he were the originally successful Bidder.

The successful Bidder may file with the Township a written notice, signed by the Bidder or the Bidder's authorized representative, stating that the Bidder refuses to execute the Contract. The filing of such notice has the same force and effect as the failure of the Bidder to execute the Contract and furnish a performance bond and payment bond within the time specified in 103.04.

SECTION 104 – SCOPE OF WORK

104.01 INTENT

The intent of the Contract is for the Contractor to construct the Work to be functionally complete and aesthetically acceptable. Perform work that may be reasonably inferred from the Contract as being required to produce the intended result under the Items of the Contract. Perform the Work using the best construction practices and provide materials and workmanship of the first quality to meet the Contract requirements.

Perform the Work to ensure the least possible obstruction to traffic, while adhering to the highest safety standards, and with the least inconvenience to local residents and the general public.

104.02 CHANGES TO THE CONTRACT

104.02.01 Township to Make Changes

The Township may order extra work or make changes by altering, adding, or deducting from the work without invalidating the Contract. Such changes neither invalidate the Contract, nor release the Surety. All such work shall be executed in accordance with the provision entitled Extra Work, except that any claim for the extension of time caused thereby shall be adjusted at the time of ordering such change

The Contractor shall do any work and furnish any material not herein provided for which, in the opinion of the Engineer, may be found necessary or advisable for the proper completion of the work or the purposes thereof, or any modification or alterations. All extra work and materials shall be processed as a change order in writing by the Engineer, and approved by the Township, and in no case will any work or materials in excess of the amount shown by said Plans and Specification be paid for unless so ordered and approved by the Township. The contractor further agrees that he will accept, as full compensation for such extra work and materials, the reasonable costs, as determined by the Engineer, of all necessary labor and materials, plus twenty percent (20%) for superintendence, the use of tools and plant, and other overhead expenses and profit.

The Contractor agrees to prosecute such extra work with all reasonable diligence and to employ thereon competent men at least equal to the average of the class of men employed under this Contract upon work of similar character. The Contractor shall give the Engineer access to all accounts, bills, payrolls and vouchers relating to extra work in the case of items not covered by unit prices unless a statement in writing of the actual cost of the same, fully itemized as to labor and materials, is presented to the Engineer before the fifteenth (15th) day of the month following that during which each specified order was complied with by him. Before extra work shall be authorized or started, the Contractor and the Engineer shall agree to a maximum amount in writing for such extra work, and two (2) copies of such statement shall be furnished the Engineer. No payment for extra work will be made unless agreed maximum amount is submitted before work is started, and approved by the Township.

104.02.02 Protests to Change Orders

If the Contractor disagrees with any terms or conditions set forth in a Change Order, submit a written protest to the Township within 15 days after the date of receipt of the Change Order.

A protest is notice that the terms and conditions for proposed work are not in accordance with the Contract, quantity adjustments are incorrect, or that the modification for Contract Time is incorrect. A protest is not a substitute for notice as specified in 104.02.04. Providing a protest within 15 days after the date of the receipt of a Change Order

may not meet the requirements of 104.02.04 or N.J.S.A 59:13-5 and the Township will not make payment for the costs of a claim if recovery is barred by other provisions in the Contract.

In the protest, list the points of disagreement, and, if possible, the specification references, quantities, and costs involved. Ensure that the protest is a specific, detailed statement of the points of disagreement. The Township will reject general protests. If the Township rejects a protest for being a general protest, provide a specific, detailed statement within 7 days of such rejection.

If an acceptable written protest is not submitted within 15 days after the date of receipt of the Change Order or within 7 days of the initial rejection, the Township will make payment and modify Contract Time as set forth in the Change Order. Such payment is full payment for all work included or required by the Change Order and is conclusive as to any Contract Time modifications provided for therein or in establishing that no Contract Time modification was warranted.

For Change Orders that require the Contractor's assent, if the Township processes the Change Order within 15 days of receiving the Contractor's signature, the Contractor is barred from protesting the approved Change Order.

Protest does not relieve the Contractor from the obligation to proceed with work directed by an approved Change Order.

104.02.03 Types of Changes

The Township will address all changes under one or a combination of the following types:

1. **Quantity Increases and Decreases.** The Township has the right to increase or decrease the quantities of work to be performed. For changes in quantity, the Township will make payment for the quantity of the Item performed at the bid price for the Item.

Deleted work is work deleted from the Contract by decreasing the quantity of an Item, except the provisions for deleted work do not apply to quantities designated as "if and where directed."

If the Township deletes work from the Contract, immediately cancel orders for materials for that Item. If the Contractor has ordered acceptable material for work deleted from the Contract before the date the RE notified the Contractor that the work was deleted and the material cannot be returned to the vendor, the Township will make payment based on the cost of the material, as evidenced by paid invoices. In that event, the Township becomes the owner of the material, and the Contractor will deliver the material to a location as directed by the RE. The Township will only make payment for material that meets the requirements of the Contract.

If the Contractor has ordered acceptable material for work deleted from the Contract before the date the RE notified the Contractor that the work was deleted, the material is returnable to the vendor, and the RE directs the material be returned, the Contractor shall return the material. The Township will make payment for actual vendor charges for returning and restocking the material.

For deleted work, the Township will make payment for material costs and vendor restocking charges as specified, except that the Township will not apply profit, and the total payment may not exceed the bid price multiplied by the deleted quantity. If the Township directs the material to be delivered to a designated location, the Township will make payment for the associated handling and delivery costs.

When the entire quantity of an Item is designated "if and where directed," the Township will make payment for work performed at the rate of the bid price. When the entire quantity of an Item is designated "if and where directed," and is deleted, the Township will not make a modification, and will not make payment for the quantity of the Item performed at the bid price.

2. **New Work.** When requested by the RE, submit to the RE a detailed cost proposal for performance of New Work.

104.02.04 Contractual Notice

It is the responsibility of all parties to promptly provide written notice to the other party when circumstances are believed to constitute a change to the Contract.

Immediately provide written notice to the RE of any circumstances that are believed to be a change to the Contract. Include the following in the initial written notice:

1. A statement that this is a notice of a change.
2. The date when the circumstances believed to be a change were discovered.
3. A detailed and specific statement describing the nature and circumstances of the change.
4. If the change will or could affect costs to the Township.
5. If the change will or could affect Contract Time as specified in 108.10.01.C.

The Township will not modify the Contract for work performed or for expenses incurred due to a change before the date notification is provided to the RE. The Contractor waives its right to file a claim for costs incurred before providing notice to the RE.

Following submission of written notice, diligently continue with the unaffected work to the maximum extent possible.

Within five (5) days after receipt of each written notice, the RE will respond in writing with one of the following:

1. Reject the notice for providing insufficient information. The Township will not accept general notices. The RE may request resubmission of the notice with additional information. If the Township rejects the written notice for insufficient information, the Township will deem the Contractor to have not provided notice even if the RE issues directions based on the information provided.
2. Reject the notice because the Contractor failed to submit the notice within the specified time frames of N.J.S.A 59:13-5, or 104.02.02.
3. Acknowledge that notice has been provided, and state that the Township has not determined whether the circumstances constitute a change that may be eligible for additional payment or time or both. If necessary, the RE may direct the mode of further performance. The RE may require the Contractor to submit additional information within a specified time period.
4. Acknowledge that notice has been provided, and confirm that the circumstances constitute a change that may be eligible for additional payment or time or both. If necessary, the RE may direct the mode of further performance. The RE may require the Contractor to submit additional information within a specified time period.

104.02.05 Unrecoverable Costs

For all changes, the Township will not make payment or modify Contract Time for the following:

1. Loss of anticipated profits.
2. Consequential damages.
3. Expense related to claim preparation and submission, including but not limited to attorney's fees and expenses, consultant's fees and expenses, and litigation expenses.
4. Interest.
5. Reimbursement for home office overhead in excess of that provided by the Contract.

104.02.06 Tracking Costs

For all costs for which the Contractor will pursue reimbursement through a claim, track and maintain complete records to provide a clear distinction between the costs for that work and the costs of other operations. On a daily basis, submit for review by the RE a daily work report for the work involved in the claim, signed by the Contractor's authorized representative. For days with multiple shifts of work, submit a separate report at the completion of each shift. Provide the following in the daily or shift work report:

1. For labor, provide the name, classification, date, daily hours, and whether the hours are straight time or overtime for each worker and foreperson.
2. For equipment, provide the description, dates, daily hours worked, daily hours idle, and whether each unit of equipment or component thereof is rented or Contractor-owned.
3. For materials, provide the description, quantities delivered and placed, and whether the materials were for temporary use or permanent construction.
4. Indicate the description of work associated with the force account or claim performed for that day or shift.

If there are separate instances of work being tracked, provide separate daily or shift reports for each instance.

Submit in writing to the RE for review before using special equipment, materials, or labor. The Township will not make payment for costs that the Contractor fails to document as required in the daily work report.

SECTION 105 – CONTROL OF WORK

105.01 AUTHORITY OF THE TOWNSHIP

105.01.01 RE

The RE has the authority to direct work and the Contractor has an obligation to proceed as directed. The RE has the authority to reject work that is not in conformance with the Contract and direct its removal and replacement. If the Contractor fails to promptly remove or replace defective work as directed by the RE, the RE has the authority to direct others to remove or replace the work. The Township has the right to recover costs incurred for such removal and replacement from the Contractor.

Unless otherwise specified, send correspondence with the Township 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 Township 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 as specified in 104.03.04, 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.

The RE will decide questions that arise concerning the following:

1. Quality and acceptability of the work.
2. Progress of the Work.
3. Interpretation of the Contract.
4. Modifications to the Contract.
5. The percentage for partial payments made in Estimates, as specified in 109.05.

The RE has the authority to suspend the Work wholly or in part and to suspend Estimates, as specified in 109.05, for failure of the Contractor to correct conditions unsafe for the workers or the general public, for failure to carry out provisions of the Contract, or for failure to comply with RE direction. The Township Engineer also has the authority to suspend the Work wholly or in part for unsuitable weather, for conditions considered unsuitable for the prosecution of the Work or portion of the Work, or for any other condition or reason deemed to be in the interest of the public.

105.01.02 Inspection

Inspectors employed or contracted by the Township are authorized to inspect work. Inspection may extend to the preparation, fabrication, or manufacture of the materials to be used. The inspector is not authorized to waive the provisions of or modify the Contract. The inspector is not authorized to act as foreman or perform other duties that are the responsibility of the Contractor. The inspector has the authority to reject work subject to confirmation by the RE.

Each part or detail of the Work is subject to inspection by the Township. If the Township determines that work requires special inspection, testing, or approval not specified in the Contract, the Township will perform such inspection, testing, or approval.

If an agency or entity financially participates in the Contract or has jurisdiction over portions of the Work, the agency or entity also has the right to inspect the Work. Such financial participation or inspection does not make an agency or entity a party to the Contract.

Provide safe access for inspection to all parts of the Work. Provide the necessary assistance, including but not limited to traffic control, lighting, and scaffolding in order to allow a complete and detailed inspection. When the Township is within the Project Limits, the Township is an invitee of the Contractor.

At any time before Acceptance, the RE has the right to direct the Contractor to expose specified portions of the finished work. If the exposed work is unacceptable, correct the work and restore the exposed area. Also, if subsequent work prevents inspection of the previous work, the Township Engineer has the right to direct the Contractor to remove and replace the subsequent work. The Township will not make payment for exposing, correcting, or restoring work or removing and replacing nonconforming work and any subsequent work that was required to be removed.

The Township will make payment and may modify Contract Time for exposing the work and restoring the area as Extra Work if all of the following conditions are met:

1. The exposed work was acceptable as specified in the Contract.
2. The daily communications, as specified in 108.03, were given to the Township reasonably before the exposed work was originally performed.
3. The work was not covered by subsequent work if the RE directed that such subsequent work not be performed.

The Contractor is responsible for carrying out the provisions of the Contract at all times and for control of the quality of the Work regardless of whether an authorized inspector is present or not. Neither the observations of the RE in the administration of the Contract, nor inspections, tests, or approvals relieve the Contractor from its obligation to perform the Work in accordance with the Contract.

105.02 RESPONSIBILITIES OF THE CONTRACTOR

105.02.01 Labor and Equipment

Provide labor and equipment sufficient to prosecute the Work, as specified in the Contract, to Completion. Ensure that the labor and equipment used to prosecute the Work do not cause damage to public or private property. Provide labor and equipment as follows:

1. **Labor.** Employ workers that have sufficient skill and experience to properly perform the work assigned to them. Do not engage or employ current Township employees or workers that would cause the worker to be in violation of N.J.S.A. 52:13D-17.

Upon written direction by the RE, the Contractor will remove Contractor employees or subcontractor employees who, in the opinion of the RE, are not performing the Work in a proper or skillful manner, or are intemperate, disorderly, or create a hostile environment. Do not allow the removed employee to be re-employed to perform any portion of the Work without written approval by the RE.

2. **Equipment.** Provide equipment of sufficient size and mechanical condition to meet the requirements of the Contract. Ensure that each piece of equipment has an automatic audible warning signal when operating in reverse.

Do not provide equipment that is owned or operated by firms or individuals suspended or debarred or included in the *State of New Jersey Consolidated Debarment Report* as maintained by the Department of the Treasury, Division of Building and Construction, Bureau of Contractor Prequalification or in the Federal Government's General Services Administration document titled "List of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA List)."

Equip construction equipment powered by an internal combustion engine with a properly maintained muffler. Fit air-powered equipment with pneumatic exhaust silencers. Ensure air compressors meet EPA noise emission standards. Do not operate stationary equipment powered by an internal combustion engine within 150 feet of noise sensitive sites without portable noise barriers placed between the equipment and the noise sensitive sites. Noise sensitive sites include but are not limited to residential

buildings, motels, hotels, schools, churches, hospitals, nursing homes, libraries, and public recreation areas.

Whenever automatically-controlled equipment is specified and a breakdown or malfunction of the automatic controls occur, the Contractor may operate the equipment manually for the remainder of the day provided such operation produces results that comply with the Contract. Repair or replace the equipment so that it is controlled automatically before starting construction operations the next day.

105.02.02 Superintendent

Provide a competent, English-speaking superintendent and alternate who are experienced in the type of construction being performed and are capable of reading and understanding the Contract.

Ensure that the superintendent and alternate have the authority to represent the Contractor. Ensure that the superintendent and the alternate have the authority to execute orders or direction from the RE, without delay, and to promptly supply materials, equipment, tools, labor, and incidentals as necessary.

Ensure that the superintendent gives the Work the constant attention necessary to ensure its successful prosecution. Ensure that the superintendent cooperates with the RE, the Inspectors, and Others. Ensure that the superintendent or the alternate is present at the work site at all times while the work is in progress.

The RE has the right to suspend the work if the superintendent or the alternate is not present at the work site. The Township will not modify Contract time or make payment for such suspensions.

105.02.03 Subcontracted Work

Consent of the Township to allow work to be subcontracted, as specified in 108.01, does not relieve the Contractor of its responsibility for the work, nor does it relieve the Surety of its obligations under the bond. The Contractor is responsible for the work of subcontractors. Ensure that the work performed by subcontractors conforms to the Contract. The Township's consent to subcontract any part of the work shall not be construed as approval of the subcontract or its terms, but only as approval of the Contractor's request to subcontract to its chosen subcontractor.

105.02.04 Fabricators and Suppliers

If the Contractor is not the owner of the place where fabrication, preparation, or manufacture is in progress, the owner thereof is deemed to be the agent of the Contractor.

105.03 CONFORMITY WITH CONTRACT

The Contract is comprised of complementary documents that together describe the requirements of the Project. Requirements occurring in one are as binding as though occurring in all. Keep one set of Plans, Special Provisions, addenda, Change of Plan, Standard Specifications, and Standard Details within the Project Limits at all times.

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 as specified in 104.03.04. Do not take advantage of a discrepancy, error, omission, or ambiguity in the Contract. The Township will promptly make, in writing, interpretations or corrections if necessary. The Contractor is not relieved of the obligation to complete work because of a discrepancy, error, omission, or ambiguity. Do not make changes to the Work without written direction from the Township.

If the RE determines that work is not in conformance with the Contract or RE direction, remove and replace the work. The Contractor may request RE approval to perform corrective action rather than remove and replace nonconforming work. Submit a plan detailing a proposed method of performing corrective action to the RE for approval. Approval of a corrective action plan does not relieve the Contractor from providing work that is in conformance with the Contract.

The Township will not make payment or modify Contract Time to correct or replace nonconforming work.

If the RE identifies work that, while not in full conformance with the Contract, is reasonably acceptable, the RE will determine if the work may remain in place. The RE and the Contractor will negotiate an appropriate reduction in the Contract price. If the Township loses State or Federal funding for the nonconforming work, on the basis of permitting nonconforming work to remain, the Township will not pay for the work permitted to remain in place. If

an appropriate modification cannot be negotiated, remove and replace or otherwise correct the work. Processing an estimate or making payment, as specified in 109.05, does not imply or establish that the work is in conformance with the Contract.

105.04 PLANS AND SPECIFICATIONS

Perform work in conformity with the lines, grades, cross-sections, dimensions, material requirements, and to the tolerances specified in the Contract. In case of discrepancy, calculated dimensions will govern over scaled dimensions; Plans will govern over Specifications; Township issued documents will govern over Contractor-submitted documents, Special Provisions will govern over Standard Specifications, and Project-specific Plans will govern over Standard Details.

105.05 WORKING DRAWINGS

When working drawings are specified, submit methods of construction, material designations, design calculations, catalogue cuts, illustrations, schedules, performance charts, brochures, and other information necessary to construct the work as specified in the Contract. Do not submit working drawings that are repetitious or duplicative of Items specified or detailed within the Contract or that change the Plans or Specifications.

Submit working drawings on 24 × 36-inch sheets or 8-1/2 × 11-inch sheets. Submit design calculations required for the working drawings on 8-1/2 × 11-inch paper. Submit 3 copies of the working drawings to the RE for review with a copy of the transmittal letter.

For 24 × 36-inch sheets, locate the title block in the lower right-hand corner of each sheet. For 8-1/2 × 11-inch sheets, provide a cover sheet with the title block. Do not include the title block on subsequent 8-1/2 × 11-inch sheets. Include in the title block the following minimum information:

1. Name of Project and Project Number
2. Municipality and county.
3. Contractor's name.
4. Fabricator's name (if applicable).
5. Scale of Drawing
6. Title of drawing.
7. Sheet number.

For 24 × 36-inch sheets, include a revision block located to the left and adjacent to the title block and a block for an embossed Professional Engineer's seal on each sheet. For 8-1/2 × 11-inch sheets, include a revision block and a block for an embossed Professional Engineer's seal on the cover sheet. Do not include the revision block and the block for an embossed Professional Engineer's seal on subsequent 8-1/2 × 11-inch sheets.

Review, sign, and submit working drawings in an orderly sequence so as not to delay the Work, or the work performed by Others. By submitting working drawings for review and approval, the Contractor certifies that it has verified all field measurements and that all dimensions shown conform to the Contract. The Contractor further certifies that catalog numbers, field construction criteria, materials, and other criteria have been coordinated with the requirements of the Contract and the Work for each submitted working drawing. Working drawing notes regarding materials do not satisfy the requirements for materials approval as specified in 106.04. The certification or approval of working drawings does not constitute an approval of any materials noted.

The Township' certification or approval of working drawings signifies only that the drawings are in general conformance with the Contract. The Township's certification or approval of working drawings does not relieve the Contractor from responsibility for errors and omissions in the working drawings and their correction.

The RE, upon receipt of working drawing submitted for approval, will review the working drawing for conformance with the Contract and the design concept of the Project. The RE may approve or may reject working drawings as submitted. The RE will sign and stamp the submitted working drawings as follows:

1. "APPROVED"
2. "REVISE AND RESUBMIT" for rejection or non-approval.

For submitted working drawings that are stamped "REVISE AND RESUBMIT," the RE will return the submitted working drawings directly to the Contractor. Make the required revisions, corrections, and additions and otherwise comply with the directions of the RE. Ensure that revisions, corrections, additions, and other changes that were not

directed are emphasized on the working drawings. Promptly re-submit the specified number of copies to the RE. Only resubmit the sheets stamped "REVISE AND RESUBMIT," and other sheets that are revised with corrections, additions, and other changes that were not directed. Do not perform work or order materials relating to the submitted working drawings before the RE stamps the working drawings "APPROVED."

Do not deviate from the approved, certified, or conditionally certified working drawings without obtaining prior written approval from the RE.

105.06 COOPERATION WITH OTHERS

At any time during the Contract, the Township has the right to procure, permit, and have work performed by Others on or near the Project. The Township will provide available information for work to be performed by Others.

Conduct Work so as not to interfere with or hinder the progress of the work being performed by Others. The Contractor assumes the positive obligation of cooperating with and coordinating its activities with the work done by Others. If there is a difference of opinion regarding the rights of the Contractor and Others doing work, the RE will decide the rights of the various parties involved.

105.07 COOPERATION WITH UTILITIES

105.07.01 Working in the Vicinity of Utilities

- A. Initial Notice.** If the Work requires or causes the Contractor to enter railroad ROW, obtain the regulations from the railroad, including fouling parameters, before beginning construction operations.
- B. Locating Existing Facilities.** Before performing construction operations notify the State's One Call System (811), contact each affected Utility and obtain the location of utilities facilities.
- C. Protection of Utilities.** If required by the Utility, provide the required advance notice before beginning the work within the vicinity of the utility. If utilities need to be supported or protected, submit a plan to the Utility for approval that includes the method of support or protection to provide for uninterrupted service. Prior to beginning the work, provide a copy of the plan and the Utility's approval to the Township Engineer. Protect and support utilities according to the approved plan.

Protect and support existing Township's facilities and ensure that there is no interruption of service. At least 3 days before beginning the work, submit a plan to the Township Engineer for approval showing the method of support and protection.

When high voltage lines are within the Project Limits, comply with N.J.S.A. 34:6-47.1 to N.J.S.A. 34:6-47.9, 29 CFR 1926.550, and N.J.A.C. 16:25. Obtain written approval from the Department of Labor, Office of Safety Compliance, and the respective Utilities for construction operations that do not provide the minimum clearances under these regulations.

Before beginning work within the railroad ROW or on railroad facilities, obtain the railroad's written approval for access, the method of construction, and the schedule of the work. Provide a copy of the submittal and approval to the Township Engineer.

If the Contractor wants to use crossings other than those indicated in the Contract, obtain written approval from the railroad. Provide the Township Engineer with a copy of the approval.

When working in proximity of the railroad, do not interfere with the continuity of railroad operations. The Township will provide the estimated railroad train schedules in the Special Provisions. Ensure that construction operations do not affect the tracks appurtenances, and other property of the railroad.

Do not store or operate equipment or material within the fouling distance of railroad facilities without written approval from the railroad. Provide the Township a copy of the approval before beginning the work.

- D. Access.** Provide Utilities or their agent's access to their facilities at all times, including the opportunity to monitor the work.
- E. Damage.** If the Contractor damages a utility, including service connections, the Contractor shall immediately notify the affected Utility and the Township Engineer.

105.07.02 Work Performed by Utilities

The Contractor is responsible for coordinating work performed by Utilities, and is responsible for delays and costs resulting from failure to coordinate. Provide a written request to each Utility in the time specified for the advance notice requirements specified in the Special Provisions. Include the following:

1. Name and location of the Project.
2. Name and contact information of the Contractor and superintendent.
3. Portion of the approved preliminary schedule or baseline schedule that affects the Utility.

Provide a copy of the notice and response to the RE.

Where Utilities jointly use poles or duct banks, the Utilities will perform the work sequentially.

Ensure that the work site is in a condition that allows the Utility to perform its work at the scheduled time. If the Contractor fails to provide the work site at the scheduled time, the Contractor is responsible for the resulting delays and costs to the Project. If the Contractor causes the Utility to incur additional costs, or delays the Utility without prior written approval of the Township Engineer, the Contractor is responsible for these costs and delays. The Township has the right to recover the cost of damages from the Contractor.

Immediately notify the Township Engineer of failure by the Utility to respond or complete its work as specified in the Special Provisions.

105.08 ENVIRONMENTAL PROTECTION

Perform the Work in compliance with environmental requirements of the Contract and the terms and conditions of permits, grants, licenses, authorizations, certifications, and other approvals procured for the Work. Maintain a copy of Township-obtained permits, grants, licenses, authorizations, certifications, and other approvals within the Project Limits. Keep a copy of Contractor-obtained permits, grants, licenses, authorizations, certifications, and other approvals for the Work within the Project Limits.

Obtain all permits, grants, licenses, authorizations, and other approvals, for off-site disposal, storage, and borrow locations. These may include but are not limited to wetlands, floodplains, regulated waste, threatened and endangered species, and historic properties (archeological sites, historic buildings, and historic districts). Conduct the studies required to obtain the necessary environmental clearances, permits, grants, licenses, authorizations, and other approvals for off-site disposal, storage, and borrow locations. Provide the RE a copy of all of the permits, grants, licenses, authorizations, and other approvals.

Take the necessary precautions to prevent pollution, caused by construction operations, of land, air, waterbodies, wetlands, and groundwater within and beyond Project Limits. Employ methods and controls to minimize noise caused by construction operations. Before beginning construction operations, ensure that all necessary SESC methods are in place and functioning. Also, comply with the following:

1. **Hazardous Material.** If evidence of hazardous material not specified in the Contract is discovered, immediately cease construction operations and notify the RE. Do not resume construction operations in that area until the Township provides direction.

105.09 LOAD RESTRICTIONS

Do not haul equipment or loads whose weight may damage structures, roadways, or construction. The RE may limit hauling of materials over the pavement structure. When hauling outside of the Project Limits, do not exceed legal load limits unless a permit is obtained from the New Jersey Motor Vehicle Commission.

SECTION 106 – CONTROL OF MATERIAL

106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

Ensure that materials furnished for the Project are new, unless otherwise specified in the Contract. Use materials that conform to the requirements of the Contract.

Do not change the source, brand, or type of material from that which has been approved for use, without the consent of the RE as specified in 106.04.

106.02 TOWNSHIP FURNISHED MATERIAL

If the Township furnishes materials, the Township will deliver or make the materials available at the points specified in the Special Provisions. After the Contractor picks up or takes possession of Township-furnished material, submit written notice to the Township certifying that the material was received, inspected, and accepted by the Contractor. After the notice is submitted, the Contractor is responsible for the material. The Township has the right to recover costs from the Contractor for losses, deficiencies, or damage to materials that occur after receipt by the Contractor. The Township may require the Contractor to replace, at no cost to the Township, the lost, deficient, or damaged material with material that is acceptable to the Township.

106.03 FOREIGN MATERIALS

Comply with the appropriate statutes and regulations concerning the use of foreign materials. In accordance with N.J.S.A. 40A:11-18, Chapter 107, P.L.1982 use only manufactured products of the United States wherever available.

106.04 MATERIALS QUESTIONNAIRE

The contractor will provide the source of all materials to be used for the project as required by the RE.

The Township will approve the source of material based on conformance of the source or material with the requirements of the Contract. Do not order, fabricate, or procure materials before obtaining material source approval by the Township.

Approval by the RE of a proposed source of materials does not constitute approval of materials delivered to the Project Limits from that source, but is permission to select and use materials from that source only so long as they conform to the Specifications. As the work progresses, ensure that materials selected from approved sources continue to conform to the Specifications.

The Township will not approve material from firms and individuals suspended or debarred by the Department, included in the *State of New Jersey Consolidated Debarment Report* as maintained by the Department of the Treasury, Division of Building and Construction, Bureau of Contractor Prequalification, or in the Federal Government's General Services Administration document titled "List of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA List)."

106.05 MATERIALS INSPECTIONS, TESTS, AND SAMPLES

All materials being used are subject to inspection and testing at any time before Acceptance. For materials that are stored, locate the materials so that the Township may promptly and conveniently inspect them. The Township's test results are the official test results for acceptance or rejection of materials. The Township will base acceptance or rejection on acceptance testing results or Certifications of Compliance for the various materials as specified in the respective methods of test or in the Subsections applicable to that particular material or work. After inspection, store materials to ensure the preservation of their quality. The Township has the right to re-inspect or retest materials regardless of previous approvals.

The Township may require additional samples to determine the quality and suitability of materials for their intended uses. The provisions in Section 106 do not limit the rights of the Township to order special inspections or tests as specified in 105.01.02.

Submit to the RE a request for inspection, by 11:00 a.m. of the day before the requested inspection, or by 11:00 a.m. of the previous Friday for inspections requested for a Monday. With the request, provide the RE with the locations, estimated quantities, and estimated start times for each type of material. If the start time for a material delivery is delayed by more than 2 hours, the Township has the right to cancel the request, and require the Contractor to submit a new request.

The Township will not pay for unapproved materials, and the Contractor shall remove and replace unapproved materials at no cost to the Township.

When the Township performs testing on materials, the Township will bear the expense of the testing except as otherwise specified.

For materials that do not meet the requirements of the Contract or are not used in the Work, the Township has the right to charge the Contractor for the cost of sampling and testing.

106.06 PLANT INSPECTION

The RE has the right to inspect the materials at the source and has the right to inspect manufacturing plants periodically for compliance with specified manufacturing methods. The RE may obtain material samples for laboratory testing for compliance with materials quality requirements at the plant or may use plant inspection as the basis for the acceptability of manufactured materials.

In the event plant inspection is undertaken, meet the following conditions:

1. Ensure that the RE has the cooperation and assistance of the Contractor and the producer.
2. Ensure that the RE has full access at all times to such parts of the plant as may concern the manufacture or production of the materials being furnished.
3. If required for the use of the RE, provide office space located conveniently in or near the plant.
4. Ensure that adequate safety measures for the RE are provided and maintained.

The Township reserves the right to retest or re-inspect materials that have been approved at the source of supply after they have been delivered and to reject materials which, when retested or re-inspected, do not meet the requirements of the Contract.

106.07 CERTIFICATION OF COMPLIANCE

The Township will accept materials, as specified, on the basis of Certificates of Compliance stating that the materials or assemblies fully comply with the requirements of the Contract.

The Township has the right to sample and test materials or assemblies accepted on the basis of Certificates of Compliance at any time. The Township will reject materials or assemblies, whether in place or not, if found not to be in conformance with the Contract requirements.

Ensure that three (3) copies of the manufacturer's Certificates of Compliance are provided with each delivery of materials, components, and manufactured items that are accepted by certification. Retain 1 copy and submit two (2) copies to the RE. With the Certificate of Compliance, provide a transmittal identifying the Item for which it is submitted. Ensure that Certificates of Compliance contain the following information:

1. Project Name.
2. Name of the Prime Contractor.
3. Material description.
4. Quantity of material represented by the certificate.
5. Means of identifying the consignment, such as label marking and seal number.
6. Date and method of shipment.
7. A statement that the material conforms to the Contract material requirements and that representative samples have been sampled and tested.
8. If the submission is for an assembly of materials, a statement that the assembly conforms to the Contract.
9. Signature of a person having legal authority to bind the supplier.
10. Signature attested to by a notary public or other properly authorized person.

The Township will not make payment for work for which material is accepted on the basis of a Certificate of Compliance until the RE has received the required Certificate of Compliance and inspected and accepted the material or assembly.

106.08 UNACCEPTABLE MATERIAL

Materials, whether in place or not, that do not conform to the requirements of the Contract, are considered unacceptable. The Township will reject unacceptable materials. Immediately remove rejected materials, unless approved by the RE as specified in 105.03. Do not use rejected material, for which the defects have been corrected, until approval has been given by the RE.

106.09 SUBSTITUTES FOR PROPRIETARY ITEMS

If material or equipment is specified in the Contract by using the name of a proprietary item or the name of a particular supplier, the Contractor may propose a substitute except when the Special Provisions state that no substitution is permitted. To request approval for using a substitute item of material or equipment, submit a written request to the RE including the following:

1. Certification that the proposed substitute performs the functions and achieves the results called for by the design, is similar and of equal substance to that specified, and is suited to the same use as that specified.
2. Details or catalogue cut sheets on the material properties of the substitute.
3. A statement that the evaluation and approval of the proposed substitute does not hinder the Contractor's ability to complete the Contract as specified in 108.10.
4. A statement that the proposed substitute for use in the Work does not change or modify the Contract.
5. Difference between the proposed substitute from that specified.
6. Manufacturer's recommendations, maintenance requirements, and repair or replacement requirements for the substitute.

Submit additional information as requested by the Township to assist the Township's evaluation. The Township will evaluate the request and notify the Contractor in writing of approval or rejection of the proposed substitute. The Township has the right to require the Contractor to provide, at no cost to the Township, a special performance guarantee or other bond with respect to a substitute.

If, during the use of the substitute material or equipment, the RE determines that the work produced is not in conformance with the Contract, immediately discontinue the use of the substitute and complete the remaining work with the specified material or equipment. Remove the deficient work and replace it, or take corrective action as directed by the RE. The Township will not make payment or modify Contract Time to remove and replace work resulting from an authorized substitution.

SECTION 107 – LEGAL RELATIONS

107.01 LEGAL JURISDICTION

107.01.01 Applicable Law

This Contract shall be construed and governed by the Constitution and laws of the State. It is the Contractor's responsibility to be aware of and comply with Federal, State, and local laws, ordinances, rules, and regulations, and orders and decrees of bodies or tribunals having jurisdiction or Township that affect those engaged or employed on the Work, or that affect the conduct of the Work. The Contractor shall observe and comply with, and ensure the Contractor's agents and employees observe and comply with, laws, ordinances, rules, regulations, orders, and decrees. Defend and indemnify the Township and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's agents or employees, subcontractors of any tier, or suppliers. If discrepancies or inconsistencies are discovered between any document of the Contract and any law, ordinance, regulation, order, or decree, immediately notify the RE in writing.

107.01.02 Permits, Licenses, and Approvals

Procure permits, grants, licenses, authorizations, certifications, and other approvals for the prosecution of the Work, except where the Township has procured such permits, grants, licenses, authorizations, certifications, and other approvals.

For existing permits previously obtained by the Township, submit proposed modifications to the permits to the Township for approval before submitting them to the regulatory agencies having jurisdiction and interest. After receiving the Township's approval, obtain the necessary approvals from the appropriate regulatory agencies. Do not begin work covered by the proposed permit modification until the necessary approvals are obtained from the designated regulatory agencies. Before beginning the work affected by the modification, provide a copy of the approval, authorization, or modification to the Township Engineer.

Keep copies of current permits, grants, licenses, authorizations, certifications, other approvals, and modifications within the Project Limits. Clearly post a copy of each so that it is publicly available for inspection. Before beginning work that requires Contractor-procured permits, grants, licenses, authorizations, certifications, or other approvals, provide a copy to the Township Engineer.

If the Contractor is not in compliance with required permits, grants, licenses, authorizations, certifications, or other approvals, the Contractor shall take corrective actions immediately. The Township Engineer has the right to suspend the Work as specified in 108.12, until the Contractor is in full compliance. Provide to the Township Engineer, whenever requested, documentation pertaining to the noncompliance and related corrective actions taken. The Township will not make payment for or modify Contract Time for performing corrective and remedial work required to bring the Contractor into compliance.

The Contractor is responsible to pay fines levied against the Contractor, its agents, employees, and subcontractors that arise out of or are alleged to arise out of noncompliance with permits, grants, licenses, authorizations, certifications, or other approvals. The Township will recover from the Contractor costs due to fines levied against the Township that arise out of, or are alleged to arise out of, noncompliance by the Contractor, its agents, employees, and subcontractors with permits, grants, licenses, authorizations, certifications, or other approvals. The Township may hold the Contractor responsible for all engineering, inspection, and administration costs (including overhead) incurred as a result of the Contractor's noncompliance.

107.02 DISCRIMINATION IN EMPLOYMENT ON PUBLIC WORKS

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 or sex. except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. such action shall include, but not be limited to the following: employment, up-grading, 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 or sex;

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, 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 applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, a, b and c, as long as the division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. 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 attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. 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 the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, 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 or is so notified by the division that the union is not referring minority and women workers consistent with the applicable employment goal.

(b) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved 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 consistent with the applicable county employment goals:

- (1) To notify the public agency compliance officer, the division, 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 until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable state and federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. Seq.;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) 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 determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. 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 division. 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.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) 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 division.

(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 division and submitted promptly to the division 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 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 division an initial project workforce report (form aa 201) provided to the public agency by the division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27.7. The contractor also agrees to submit a copy of the monthly project workforce report once a month thereafter for the duration of this contract to the division 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 Division of Contract Compliance & EEO as may be requested by the division 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 contract compliance & eeo for conducting a compliance investigation pursuant to subchapter 10 of the administrative code (NJAC 17:27).

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

It is the public policy of the State and of the United States that no individual, group, firm, or corporation working on or seeking to work on a Public Works Project should be discriminated against on the basis of race, creed, color, national origin, age, ancestry, nationality, marital or domestic partnership status, gender, disability, liability for military service, affectional or sexual orientation, atypical cellular or blood trait, or genetic information (including the refusal to submit to genetic testing).

107.04 NEW JERSEY CONTRACTUAL LIABILITY ACT

The Contractor agrees to be responsible for compliance with N.J.S.A. 59:13-1, *et seq.* The Contract does not in any way waive or amend the Contractor's duties under N.J.S.A. 59:13-1, *et seq.*

The various notice provisions specified in the Contract are contractual obligations that are in addition to the Contractor's notice obligations under N.J.S.A. 59:13-1, *et seq.* The Contractor must submit a fully completed Contractual Notice Form in order to comply with the notice requirements of N.J.S.A. 59:13-5, *et seq.*

The Contractor acknowledges that it will be forever barred from recovering against the Township if it fails to give timely notice in accordance with N.J.S.A. 59:13-1, *et seq.*, on the Contractual Notice Form, of any happening of an event, thing, or occurrence or of an act or failure to act, by the Township, and that the Contractor is solely responsible for complying with the various notice requirements and the timeliness of a claim as set forth under N.J.S.A. 59:13-1, *et seq.*

For purposes of determining the date of "completion of the contract" pursuant to N.J.S.A. 59:13-5, "completion of the contract" occurs on the date that the Contractor provides written notice to the Township of Acceptance or conditional Acceptance of the Proposed Final Certificate or the 30th day after the Township issues the Proposed Final Certificate, whichever event occurs first.

Subcontractors, suppliers, manufacturers, and fabricators are barred from making claims against the Township as a matter of law by N.J.S.A. 59:13-1, *et seq.*

107.05 LIMITATIONS OF LIABILITY

Regarding any claim arising from a breach of Contract, tort (including negligence), or otherwise, the Township will not be liable to the Contractor for any special, consequential, incidental, or penal damages, including, but not limited to, loss of profit or revenues, loss of rental value for contractor-owned equipment, damages to associated equipment, cost of capital, or interest, except as permitted by N.J.S.A. 59:13-8.

107.06 PERSONAL LIABILITY OF PUBLIC OFFICIALS

There shall be no liability upon the Township or authorized representatives of the Township, either personally or as officials of the Township, in carrying out any of the provisions of the Contract or in exercising any power or authority granted to them by or within the scope of the Contract, it being understood that in all such matters they act solely as agents and representatives of the Township. Similarly, for projects on county or local roads, there shall be no liability, either personally or in an official capacity, upon the Board of Chosen Freeholders of the county or counties, or upon the governing body of the municipality or municipalities within the Project Limits.

107.07 ASSIGNMENT

Do not assign the performance of the Contract.

Do not transfer or assign to any party any Contract funds, due or to become due, or claims of any nature the Contractor has against the Township, without obtaining the written approval of the Township. The Township, by sole discretion, may grant or deny such approval.

107.08 NON WAIVER

Provisions of the Contract do not waive other provisions of the Contract unless specifically stated.

If the Township waives a provision of the Contract for a particular occurrence, this waiver does not constitute a continued waiver by the Township of that provision or any other provision of the Contract.

107.09 INDEPENDENT CONTRACTOR

The relationship of the Contractor to the Township is that of an independent contractor, and the Contractor, shall conduct itself consistent with such status. It shall neither hold itself out as, nor claim to be, an officer or employee of the Township by reason hereof. Do not make a claim, demand, or application to or for the rights or privileges applicable to an officer or employee of the Township, including, but not limited to, Workers Compensation Insurance, unemployment insurance benefits, social security coverage, or retirement membership or credit.

107.10 NON-THIRD PARTY BENEFICIARY CLAUSE

No provision of the Contract is intended to make the public or any member thereof a third-party beneficiary, or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

It is the further intent of the Township and the Contractor in executing the Contract that no individual, firm, corporation, or any combination thereof, that supplies materials, labor, services, or equipment to the Contractor for the performance of the Work becomes thereby a third-party beneficiary of the Contract. The Township and the Contractor understand that such individual, firm, corporation, or combination thereof, has no right to bring an action in the courts of this State against the Township, by virtue of this lack of standing, and also by virtue of the provisions of N.J.S.A. 59:13-1, *et seq.*, which allows suit against the State in Contract only on the basis of express contracts or contracts implied in fact.

107.11 RISKS ASSUMED BY THE CONTRACTOR

The Contractor shall take every precaution, as allowed by the Contract, against injury or damage to any part of the Project by the action of the elements, the traveling public, vandalism, or from any other cause, whether arising from the execution or the non-execution of the work.

The Contractor cannot impute the negligence of consultants, other contractors, Utilities (other than the Township), other public entities, persons or entities to the Township.

The Contractor assumes the following distinct and several risks, whether they arise from acts or omissions, whether negligent or not, and whether such risks are within or beyond the control of the Contractor, as specified in 107.11.1 to 107.11.4. Excepted from this assumption of risks are only those risks that arise from solely affirmative acts by the Township subsequent to the execution of the Contract with actual and willful intent to cause loss, damage, or injury. The risks are assumed by the Contractor as follows:

1. **Damage Caused by the Contractor.** The Contractor bears the risk of all loss or damage caused by the Contractor, the Contractor's agents or employees, subcontractors of any tier, suppliers, or agents making deliveries. Protect and preserve public and private property from damage or loss in the prosecution of the Work. Promptly repair or replace such damage or loss as directed by the Township Engineer. The Township will not make payment or modify Contract Time for such repair or replacement.
2. **Risks of Loss or Damage to the Construction.** Until Acceptance, the Contractor bears the risk of all loss or damage to materials and to construction performed under the Contract. Promptly repair or replace such damage or loss. The Township will not make payment or modify Contract Time for repairing or replacing loss or damage.

The Contractor shall not bear such risk of loss or damage for the repair or replacement of any permanent element of work if the element of the work damaged is completed and is serving its intended function, is subsequently damaged by a public traffic accident, and the Contractor provides the Township Engineer satisfactory evidence that such damage was caused by a public traffic accident. Satisfactory evidence is limited to:

1. Accident reports filed with the New Jersey Motor Vehicle Commission.
2. Documents supporting the damage issued by police agencies or insurance companies.
3. Statements by reliable, unbiased eye witnesses.
4. Identification of the vehicle involved in the accident.

The Contractor shall not bear the risk of loss or damage that arises from acts of war, floods, tidal waves, earthquakes, cyclones, tornadoes, hurricanes, or other cataclysmic natural phenomenon, unless such loss or damage is covered by the Contractor's insurance.

3. **Risks of Claims on Account of Injury, Loss, or Damage.** The Contractor bears the risk of claims, just or unjust, by third persons made against the Contractor or the State, on account of injuries (including wrongful death), loss, or damage of any kind whatsoever arising or alleged to arise out of or in connection with the performance of the Work. The risk of claims, whether or not actually caused by or resulting from the performance of the Work or out of or in connection with the Contractor's operations or presence at or within the Project Limits, whether such claims are made and whether such injuries, loss, and damages are sustained, applies at any time both before and after Acceptance.
4. **Risks of Loss to Property of Those Performing the Work.** The Contractor bears the risk of loss or damage to any property of the Contractor, and of claims made against the Contractor or the State for loss or damage to any property of subcontractors, workers, and others performing the Work, and to lessors.

Said risk occurs at any time before removal of such property from the Project Limits, or any other property procured by the Contractor for the Project.

The Contractor shall defend and indemnify the Township from any and all claims or alleged claims described in 107.11.3 and 107.11.4, and for all expense incurred by the Township in the defense, including legal and related costs, settlement, or satisfaction thereof. If so directed by the Township, the Contractor shall at its own expense defend against such claims, in which event it shall not, without obtaining express advance permission from the Township, raise any defense involving in any way jurisdiction of the tribunal, immunity of the Township, governmental nature of the Township, or the provisions of any statutes respecting suits against the Township.

The provisions of this Subsection are also for the benefit of the Township, its agents, officers, and employees so that they have all the rights that they would have under this Subsection if they were named at each place above at which the Township is named, including a direct right of action against the Contractor to enforce the foregoing indemnity except, however, that the Township may at any time in its sole discretion and without liability on its part cancel the benefit conferred on any of them by this Subsection, whether or not the occasion for invoking such benefit has already arisen at the time of such cancellation.

Except as specified in 107.11.2, Acceptance, the Final Certificate, or Termination does not release the Contractor from its obligations under this Subsection.

The enumeration in this Subsection or elsewhere in this Contract of particular risks assumed by the Contractor or of particular claims for which it is responsible shall not be deemed:

1. To limit the effect of the provisions of this Subsection or of any other provision of the Contract relating to such risks or claims; or
2. To imply that the Contractor assumes or is responsible for risks or claims only of the type enumerated in this Subsection; or
3. To limit the risks that the Contractor would assume or the claims for which the Contractor would be responsible in the absence of such enumerations.

The Contractor expressly understands and agrees that any insurance protection required by the Contract, or otherwise provided by the Contractor, in no way limits the Contractor's responsibility to defend and indemnify the Township. Such insurance requirements are designed to provide greater assurance to the Township that the Contractor is financially able to discharge its obligations under this Subsection and as to the risks assumed elsewhere in the Contract, and are not in any way construed as a limitation on the nature and extent of such obligations.

107.11.02 General Insurance

- A. **Policy Requirements.** Procure and maintain insurance until Acceptance. The Department will not consider the Work or any portion as put to its intended use until Acceptance. The Contractor may only obtain insurance from companies that are licensed to provide insurance in the State. Ensure that policies are underwritten by companies with a current A.M. Best rating of A-with a Financial Size Category of VII or better. Before performing construction operations, provide the RE with certificates of insurance and policy declaration pages. The Department's Insurance Certificate (Form DC-175) is the only acceptable form as evidence of insurance. Ensure that insurance policies are endorsed to provide written notice by certified mail to the Department 30 days before changes to and cancellation of the policy. Upon request, provide the RE with a certified copy of each policy. Submit documentation to identify all exclusions and deductible clauses. The limits of liability set forth below do not relieve the Contractor from liability in excess of such coverage. Deductibles for each policy are limited to \$250,000 per occurrence. The Contractor is responsible for the deductible limit of the policy and all exclusions consistent with the risks it assumes under this Contract and as imposed by law.
- B. **Types.** At a minimum, provide the following insurances.
 1. **Comprehensive General Liability Insurance.** Procure Comprehensive General Liability insurance with a minimum limit of liability in the amount of \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. Ensure the coverage for the policy is at least as broad as that provided by the standard basic, unamended, and unendorsed comprehensive general liability coverage forms currently in use in the State. Ensure the policy is endorsed to include:

- a. Personal injury.
- b. Contractual liability.
- c. Premises and operations.
- d. Products and completed operations.
- e. Independent contractors.
- f. Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles.
- g. Severability of Interest/Separation of Insureds.
- h. Per project aggregate.

Ensure the policy is endorsed to delete any exclusions applying to property damage liability arising from:

- a. Explosions.
- b. Damage to underground utilities.
- c. Collapse of foundations.

Ensure the policy names the State, its officers, employees, and agents as additional insured. On the Insurance Certificate, indicate the cost for providing the policy.

2. **Comprehensive Automobile Liability Insurance.** Procure Comprehensive Automobile Liability insurance to cover owned, non-owned, and hired vehicles with a minimum limit of liability in the amount of \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. Ensure the policy is endorsed to include a Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles. Ensure the policy is endorsed to include Severability of Interest/Separation of Insureds clause.

3. **Owner's and Contractor's Protective Liability Insurance.** Procure a separate Owner's and Contractor's Protective Liability Insurance Policy with a minimum limit of liability in the amount of \$4,000,000 per occurrence as a combined single limit for bodily injury and property damage. Ensure the policy is endorsed to include Severability of Interest/Separation of Insureds clause. Ensure the policy names the State, its officers, employees, and agents as additional insured. Provide documentation from the insurance company that indicates the cost of the Owner's and Contractor's Protective Liability Insurance Policy.

Ensure the policy is endorsed to include per project aggregate. Procure a separate Owner's and Contractor's Protective Liability Insurance Policy with a minimum limit of liability in the amount of \$4,000,000 per occurrence as a combined single limit for bodily injury and property damage. Ensure the policy is endorsed to include a Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles. Ensure the policy is endorsed to include Severability of Interest/Separation of Insureds clause. Ensure the policy names the State, its officers, employees, and agents as additional insured. Provide documentation from the insurance company that indicates the cost of the Owner's and Contractor's Protective Liability Insurance Policy.

4. **Workers Compensation and Employer's Liability Insurance.** Procure Workers Compensation Insurance according to the requirements of the laws of this State and include an all-states endorsement to extend coverage to any state that may be interpreted to have legal jurisdiction. Provide Employer's Liability Insurance with the following minimum limits of liability:

- a. \$100,000 each accident.
- b. \$100,000 Disease each employee.
- c. \$500,000 Disease aggregate limit.

If construction operations requires marine operations, including working from a barge or ship, or unloading material from a barge or ship on a navigable waterway in the United States, ensure the policy is endorsed to include US Longshore and Harbor Workers coverage and Jones Act coverage.

5. **Excess Liability Insurance.** Procure Excess Liability or Umbrella Liability insurance with limits in excess of the underlying policies for Comprehensive General Liability and Comprehensive Automobile Liability with minimum limits of liability of \$10,000,000. Ensure the Excess Liability

Insurance policy takes effect (drops down) if the primary coverage is impaired or exhausted. Ensure the excess or umbrella policy has the same terms and conditions as the primary underlying coverage.

6. **Marine Liability Insurance.** If construction operations require the Contractor to use a boat, procure Marine Liability Insurance with a minimum limit of liability in the amount of \$2,000,000 per occurrence. Ensure the policy is endorsed to include:
 - a. Personal injury.
 - b. Contractual liability.
 - c. Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles.
 - d. Per project aggregate.

Ensure the policy names the State, its officers, employees, and agents as additional insured.

- C. **Renewal.** Submit an updated DC-175, Insurance Certificate, to demonstrate continued renewal of insurance. During any period when the required insurance is not in effect, the RE may suspend the Work. The Department may refuse to make payments due under this Contract or any other contracts with the Department until the required insurance coverage is in effect. The Department may use monies withheld to renew the insurance for the periods and amounts referred to above. Alternatively, the Department may default the Contractor and direct the Surety to complete the Project.

107.12 THE CONTRACTUAL CLAIM RESOLUTION PROCESS

107.12.01 Satisfying the Notice Requirements

If the Contractor has provided the Township Engineer notice of change as specified in 104.02.04, the Township Engineer and the Contractor may negotiate a resolution, even if the full impact has not been determined. If a notice of change has not been resolved, the Contractor may initiate the contractual claims resolution process.

To initiate the contractual claims resolution process, submit to the RE a Contractual Notice Form for the claim. At a minimum, include the following information with the Contractual Notice Form:

1. A detailed factual statement of the claim providing all necessary dates, locations, and Items affected by the claim.
2. The date on which facts arose that gave rise to the claim.
3. A copy of notice given to the Township pursuant to any other Subsection of the Contract that relates to the matter giving rise to the claim.
4. The name, function, and activity of each individual involved in or knowledgeable about the claim.
5. The specific provisions of the Contract that support the claim and a statement of the reasons why the provisions support the claim.
6. A detailed factual statement of the actions taken by the Contractor to mitigate the claim.
7. If the claim relates to a decision of the Township that the Contract leaves to the Township's discretion or as to which the Contract provides that the Township's decision is final, the Contractor shall set out in detail the facts supporting its contention that the decision of the Township was fraudulent, arbitrary, or capricious.
8. The identification of documents and the substance of communications relating to such claim.
9. If an extension of Contract Time is sought, the specific days sought and the basis for the claim, supported by the Contractor's approved baseline progress schedule and updates, as well as relevant fragments. Include a time impact evaluation of the delay as specified in 108.10.01.C.
10. If additional payment is sought, provide a detailed breakdown of the amount including calculations and basis.
11. The Contractor must state in writing that all documentation in support of the claim has been provided to the Township and that the Contractor has requested that the review process begin.

If the Township determines that the submitted Contractual Notice Form does not provide sufficient information, the Township will consider the Contractual Notice Form incomplete for the purpose of processing the claim under the Contractual Claim Resolution Process, and the Township will notify the Contractor of the missing components required to start the process. The Township will not initiate formal discussions or meetings concerning a claim submitted on an incomplete Contractual Notice Form.

The Township will review alleged liability and damages at the same time.

107.12.02 Steps

The Township will not process or review claims submitted by a subcontractor or supplier at any tier. Claims submitted by the Contractor are eligible only for payment when there is an obligation or liability on the part of the Contractor and shall not be a pass through of a claim by a subcontractor or by a supplier.

A Contractor may initiate the Contractual Claims Resolution Process up to 30 days after the issuance of the proposed Final Certificate.

The Contractual Claims Resolution Process may continue beyond the "completion of the contract" as defined in 107.04; however, the Contractual Claims Resolution Process will not extend any statute of limitation that may apply to a claim.

Any claim or controversy of whatever nature, including but not limited to the use of arbitrability, arising out of or relating to this Agreement, or the breach thereof, shall be resolved by the dispute resolution procedures set forth in this Agreement, including final and binding arbitration, if necessary.

INTENT OF PARTIES:

Mindful of the high cost of litigation not only in dollars but in time and energy, the Owner and the Contractor intend to and hereby establish a quick, final and binding out-of-court dispute resolution procedure to be followed in the unlikely event any disagreement or controversy should arise out of or concerning the performance of the agreement.

The Contractual Claims Resolution Process is sequential in nature and is composed of the following steps:

1. Step I – Negotiation.
2. Step II – Mediation
3. Step III – Arbitration

The Contractual Claims Resolution Process is as follows:

STEP I - NEGOTIATION. It is the intent of the Owner and the Contractor that any dispute be resolved informally and promptly through good faith negotiation between the Owner and the Contractor. The Owner and the Contractor, therefore, agree that should any dispute or controversy arise concerning this Agreement, the following steps toward resolution will immediately be taken:

CORRESPONDENCE

a. Either party may initiate negotiation proceedings by sending a Certified or Registered letter to the other party setting forth the particulars of the dispute, the term(s) of the Agreement that are involved and a suggested resolution of the problem.

b. The recipient of the letter must respond within ten (10) days with an explanation and response to the proposed solution.

MEETING

a. If correspondence does not resolve the dispute, then the respective representatives of the Owner and the Contractor shall meet on at least one (1) occasion and attempt to resolve the matter. The meeting should be held at the offices of the Township.

b. If these meeting(s) are not productive of a resolution, then the representatives of the Owner and the Contractor are authorized to and will meet and personally confer in a bona fide attempt to resolve the matter. Should this step not produce resolution, then the parties agree to mediation as provided in Step 2 - Mediation.

STEP 2 - MEDIATION:

a. In the event that the controversy is not resolved by informal negotiation within thirty (30) days or any mutually agreed extension of time from the first meeting between the appropriate representatives of the Owner and the Contractor, the case shall be referred to the nearest office of the American Arbitration Association for mediation. Mediation shall consist of an informal, non-binding conference or conferences between the Owner and the Contractor and the mediator jointly, then in separate caucuses wherein the mediator will seek to guide the parties to a resolution of the case.

b. The parties may accept any mutually acceptable member from the panel of the American Arbitration Association. If the parties cannot agree or have no particular choice of mediator and simply request that the American Arbitration Association assign one to the case, then a list and resumes of available mediators numbering one more than there are parties, each of whom shall strike one name leaving the remaining as the mediator. If more than one name remains, the American Arbitration Association will choose the mediator from the remaining names.

c. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

ENFORCEMENT OF NEGOTIATION/MEDIATION STEPS:

Step 1 and Step 2 above dealing with mandatory negotiation and mandatory mediation are deemed arbitration clauses for the purpose of enforcing compliance with their provisions. Any party to this Agreement may seek compliance with these contract provisions by petition to any court of general jurisdiction. The prevailing party in any such proceedings shall be entitled to the Court's order for payment of attorney fees and costs in connection therewith.

STEP 3 - ARBITRATION

Should any disputes remain or exist between the parties after completion of the two-step resolution process set forth above, then the parties shall promptly submit any dispute, claim or controversy arising out of or relating to this Agreement, or any alleged breach, including, without limitation, any matter with respect to the meaning, effect, validity, termination, interpretation, performance, or enforcement of this Agreement or any agreement contemplated by this Agreement to binding arbitration administered by the American Arbitration Association in New Jersey.

INITIATION:

Arbitration should be initiated in the following manner:

a. Unless barred by the Statute of Limitations, any party bound by this Arbitration Agreement may initiate an arbitration at any time after negotiation and mediation procedures as herein above described have been exhausted by serving, as in a civil action, all parties with notice of the nature of the claim and a demand for arbitration. A claim shall be waived and forever barred if on the date the demand for arbitration is received, the claim, if asserted in a civil action, would be barred by the applicable Statute of Limitations of the State of New Jersey.

b. If the responding party desires to file a response and/or counterclaim, they must do so within thirty (30) days of service of the demand. Failure to file a counterclaim or response will not operate to delay the arbitration proceedings.

c. After filing of the claim, response and counterclaim, no further claims or counterclaims may be made except on motion to the arbitrator.

d. The Claimant shall file a copy of the Demand for Arbitration and Notice of Claim at any office of the American Arbitration Association, together with the appropriate filing fee as provided in the American Arbitration Association's existing fee schedule.

APPOINTMENTS AND POWERS OF ARBITRATOR:

The case shall be submitted to a single arbitrator chosen by the Owner and the Contractor from the American Arbitration Association Panel or single arbitrator not associated with the American Arbitration Association as agreed to by the parties. Should the parties be unable to agree on the choice of arbitrator within thirty (30) days from the service of the Demand for Arbitration, then either party may request the

Administrator of the American Arbitration Association to furnish a list of three (3) names each side may strike one (1) name thereby nominating the remaining person as replacement arbitrator. If more than one (1) name remains, the Administrator of the American Arbitration Association will choose an arbitrator from the list of remaining names.

If the designated arbitrator shall die, become incapable of, unwilling to, or unable to serve or proceed with the arbitration, the party or parties appointing the arbitrator shall have power to appoint another in his/her stead, and such substitute arbitrator shall have all such powers as if he/she had been originally appointed therein.

The arbitrator shall have full power to make such regulations and to give all such orders and directions, as he or she shall deem just and expedient, not only in respect to the matters and disputes referred to the arbitrator but also with respect to the mode and times of executing and performing any of the acts, deeds, matters, and things which may be directed to be done or awarded.

Should either party refuse or neglect to appoint the arbitrator or to furnish the arbitrator with any papers or information demanded, the arbitrator is empowered by both parties to proceed ex parte.

The arbitrator shall have the authority and power to request the production of any books or records in the possession or control of either of the parties, and to order that either party shall in the meantime have access to and be permitted to inspect and make copies of all or any of the same related to the matters in dispute.

The arbitrator shall have the authority and power to proceed ex parte in the event that either party shall fail, after reasonable notice, to attend hearings before him/her.

The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the Agreement of the parties including, but not limited to, injunctive relief and/or specific performance of a contract.

COSTS AND FEES:

Each party shall be responsible for its own costs and expense of the arbitration, and the costs and fees of the American Arbitration Association shall be borne equally by the Owner and the Contractor.

PROCEEDINGS/FORMAT

PRE-HEARING: Once the arbitrator is chosen, the Administrator at the American Arbitration Association may be authorized and directed upon application of any party to schedule a pre-hearing conference with the arbitrator for the purpose of narrowing the issues, establishing a discovery schedule, arranging an acceptable procedure for any law and motion proceedings and in all respects arranging for the most expeditious hearing possible of the matters in dispute.

DISCOVERY: Discovery shall be at the discretion of the arbitrator(s) and allowed only upon a showing of good cause utilizing the following guidelines:

(a) The arbitrator shall have the discretion to order pre-hearing exchange of information, including but not limited to, the production of requested documents and exchanges of summaries of testimony of proposed witnesses.

(b) The depositions of the claimant(s) and respondent(s) shall be allowed as a matter of right. One set of interrogatories shall be allowed. There shall be an early and prompt designation and exchange of the names and addresses of expert witnesses who may be called upon to testify at the arbitration hearing. Their depositions and all other discovery shall be allowed only upon a showing of good cause.

EVIDENCE: Rules of Evidence relating to the order of proof, the conduct of the hearing and the presentation and admissibility of evidence shall not be applicable in this proceeding. Any relevant evidence, including hearsay, shall be admitted by the arbitrator if it is the sort of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the admissibility of such evidence in a court of law.

107.13 LITIGATION OF CLAIMS BY THE CONTRACTOR

TIME LIMITS: The award shall be made by the arbitrator on or before sixty (60) days after final submission of all matters, or within such extended time, not exceeding all together sixty (60) additional days, as the arbitrator shall from time to time direct.

RECENT OPINION: In rendering the award the arbitrator may set forth the reasons for his/her decision.

APPLICABLE LAW: The arbitration shall follow the substantive law of the State of New Jersey. This shall include the provisions of statutory law dealing with arbitration, as may exist at the time of the demand for arbitration insofar as the provisions are not in conflict with this Agreement and specifically excepting therefrom sections of the statute dealing with discovery and requiring Notice of Hearing Date by registered or certified mail.

NOTICE: Each party shall be deemed to have consented that any papers, notices, or process necessary or proper for the initiation or continuation of an arbitration under this Agreement; for any court action in connection therewith; or for the entry of judgment on any award made under these rules, may be served on a party by certified mail, return receipt requested, addressed to the party or representative at the last known address, or by personal service, in or outside the state wherein the arbitration takes place, provided that reasonable opportunity to be heard with regard thereto has been granted to the party. The arbitrator and/or the parties may consent to the use of FAX transmission, telex, telegram, or other written forms of electronic communication to give the notice required by this Agreement.

FINALITY OF AWARD: The award of the arbitrator shall be final and binding upon the Owner and the Contractor without appeal or review except as permitted by the arbitration laws of the State of New Jersey. Application may be had by any party to any court of the general jurisdiction for entry and enforcement of judgment based on the award.

107.14 PATENTED DEVICES, MATERIALS, AND PROCESSES

Observe patent and copyright laws. If a design, device, material, or process covered by letters of patent or copyright is used in the Work, obtain permission for such use by suitable legal agreement with the patentee or owner. Pay the costs for the use of patented materials, equipment, devices, or processes used on or incorporated in the Work. Defend and indemnify the Township, affected third parties, or political subdivision from any and all claims filed against the Township for infringement of patented designs, devices, materials, or processes, or any trademark or copyright. The Contractor is responsible for all costs, expenses, and damages that the Contractor may be obliged to pay by reason of an infringement during the performance of the Work or after Acceptance.

107.15 TAXES

N.J.S.A. 54:32B-9 provides that any sale or service to the Township is not subject to the sales and use taxes imposed under the Sales and Use Tax Act. N.J.S.A. 54:32B-8 provides that sales of materials, supplies, or services made to contractors, subcontractors, or repairmen for exclusive use in erecting structures, or building on, or otherwise improving, altering, or repairing real property of the above listed bodies are exempt from the tax on retail sales imposed by the Sales and Use Tax Act. The sales tax exemption does not apply to equipment used for Contract work or for force account work whether the equipment is to be purchased or rented. The Contractor may obtain the required Contractor's Exemption Purchase Certificate (Form No. ST-13) to apply for the exemption, by writing or calling the New Jersey Division of Taxation, Tax Information Services, P.O. Box 269, Trenton, New Jersey 08625, or any New Jersey Division of Taxation Regional Office.

Pursuant to N.J.S.A. 54:49-19, *et seq.*, and notwithstanding any provisions of the law to the contrary, whenever a taxpayer, partnership, or S-corporation under contract to provide goods, services, or construction projects to the Township is entitled to payment for those goods or services at the same time a taxpayer, partner, or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation will seek to set off the necessary payment to satisfy the indebtedness. The amount set off shall not allow for the deduction of any expense or other deductions that might be attributable to the taxpayer, partner, or shareholder subject to set-off under this act.

The Director of the Division of Taxation will give notice of the set-off to the taxpayer, partner, or shareholder and will provide an opportunity for a hearing within 90 days of the notice under the procedures for protests established under N.J.S.A. 54:49-18. No request for conference, protest, or subsequent appeal to the tax court from any protest, shall stay the collection of the indebtedness. The Township will stay interest that may be payable by the State to the taxpayer, pursuant to N.J.S.A. 52:32-32, *et seq.*

107.16 RECOVERY OF MONIES BY THE TOWNSHIP

Whenever the Contract provides that:

1. The Township is entitled to withhold, deduct, or recover money from any monies due or that may become due the Contractor;
 2. The Contractor is to pay or return monies for any reason; and
 3. The Township is entitled to payment from the Contractor for costs, assessments, or fines
- the Township has the right to recover any monies due or that may become due the Contractor under the Contract or any other contracts with the Township (including joint ventures in which the Contractor is a participant but only to the extent of its participation), including but not limited to deducting the amount from Estimates, retainage, or the sale of bonds held in lieu of retainage for any contract with the Township, even when such recovery is being contested by the Contractor.

SECTION 108 – PROSECUTION AND COMPLETION

108.01 SUBCONTRACTING

The Township will not permit subcontracting without Township approval. The Contractor is responsible for the work performed by subcontractors. Ensure that no work is performed by a subcontractor before receiving written approval for each subcontractor from the Township. Ensure that work reserved for a subcontractor designated as a DBE, ESBE, or SBE, is not performed by any other firm, including the Contractor's own organization. Submit requests for approval to subcontract to the Township at least 20 days before the anticipated start of the work with the following:

1. Proof of the subcontractor's valid business registration with the Department of Treasury, Division of Revenue according to N.J.S.A. 52:32-44.
2. Proof of the subcontractor's valid Public Works Contractor Registration with the Department of Labor, Division of Wage and Hour Compliance according to N.J.S.A. 34:11-56.18.

If requesting approval for a third-tier subcontract, submit a letter from the subcontractor permitting subcontracting to a third tier, and submit the request for approval to subcontract, completed by the second tier subcontractor.

1. **Limits and Restrictions.** The Township will permit subcontracting of work with the following restrictions:
 1. The Contractor is barred from subcontracting MOBILIZATION.
 2. The Contractor may only subcontract electrical, blasting, asbestos removal, landscaping, and lead paint abatement work to subcontractors having the required certificates and licenses. Submit copies of required certificates and licenses with the request for approval to subcontract.
 3. The Contractor is barred from subcontracting to firms and individuals suspended or debarred by the Department or included in the *State of New Jersey Consolidated Debarment Report* maintained by the Department of the Treasury, Division of Building and Construction, Bureau of Contractor Prequalification. The Contractor must certify that neither the individual, partnership, corporation, or limited liability corporation applying to do subcontract work nor any of its corporate officers, stockholders, partners, or members are collectively or individually suspended, debarred, proposed for debarment, disqualified, declared ineligible, or voluntarily excluded from doing business by this or any other State or sub-division thereof or listed in the Federal Government's General Services Administration document, *List of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA List)*.
 4. Subcontractors are barred from making claims against the Township, its agents, officers, or employees.

108.02 COMMENCEMENT OF WORK

Within 21 days of the execution of the Contract and before beginning construction operations, submit to the RE the following: the designated superintendent and emergency contact names and 24-hour emergency phone numbers.

Provide written notice to the RE when construction operations will begin. Do not begin construction operations before the above information has been provided.

Begin construction operations within 21 days of the date the Notice to Proceed is executed by the Township. For Working Day contracts, the Contract start date is the earlier of: the 21st day after execution of the Notice to Proceed or the first day that the Contractor begins construction operations.

108.03 DAILY COMMUNICATIONS

Confirm with the RE the proposed work schedule before beginning each day's operation.

If weather restricts the controlling activity on the critical path, provide written notice identifying the date of occurrence and activities restricted to the RE.

108.04 WORK SITE AND STORAGE

With the approval of the RE, the Contractor may use areas within the Project Limits for storage. With the approval of the Township, the Contractor may use portions of ROW outside of the Project Limits for storage and for work.

Store and handle materials to maintain their conformance with the Contract. Comply with manufacturers', suppliers', and fabricators' storing and handling recommendations.

Restore storage areas and work sites to their original condition or restore as directed by the RE.

108.05 SANITARY AND SAFETY PROVISIONS

108.05.01 Sanitary

Provide sanitary facilities that comply with the requirements of the Federal, State, and local health departments for the use of anyone authorized to be within the Project Limits. Ensure that the sanitary facilities are in compliance with 29 CFR 1926.51(c).

108.05.02 Safety Program

Observe all rules and regulations of the Federal, State, and local health officials, including regulations concerning construction safety and health standards. At all times comply with the latest applicable State laws pertaining to Safety of Workers in the Construction Field and adhere to the Construction Safety Act, P.L. 1962, Ch. 45 (N.J.S.A. 34:5-166 et seq.)

The Contractor is responsible for implementing, monitoring, updating, and revising the safety program until Acceptance. Submit updates and revisions to the safety program to the RE for approval when new information, new practices or procedures, or changing site and environmental conditions necessitate modifications to protect site personnel.

108.06 NIGHT OPERATIONS

Night operations comprises work performed from 30 minutes before sunset to 30 minutes after sunrise. Unless otherwise specially permitted, no work shall be done at night, except as necessary for the care and protection of the Work already performed.

If it becomes necessary to perform night operations, the RE shall be informed in advance. Provide sufficient lighting equipment, in good operating condition. If at any time adequate illuminance levels are not met cease night operations until the required illuminance levels are attained. Prevent or minimize glare that may interfere with traffic or disturb local residents. Perform glare control to the RE's satisfaction.

108.07 TRAFFIC CONTROL

108.07.01 Interference

Do not occupy a lane, shoulder, median, or sidewalk area adjacent to traffic with equipment, material, personnel, or employee vehicles without the approval of the RE.

Schedule and perform the Work so that successive construction operations and lane or roadway openings follow preceding operations as closely as possible. 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, ensure that the road opened to traffic adequately accommodates traffic. Do not interfere with existing traffic access, except when required to perform the Work or as approved by the RE.

Do not work above vehicular or pedestrian traffic, except as specified in the Contract. Where construction interferes with existing pedestrian access, provide temporary pedestrian access as directed by the RE. Where necessary, install and maintain temporary sidewalks and curb ramps. Remove temporary access measures when no longer required.

Provide temporary approaches to maintain traffic access to private and public property as directed by the RE. When the work interferes with property owners' normal passage, provide written notice to the RE and the property owners at least three (3) days before beginning work.

The Township Engineer has the right to reject or rescind approval of lane or shoulder closures because of the following:

1. Weather conditions.
2. The closure is unnecessary to perform the work.
3. Emergency conditions either on or off the Project that result in an unacceptable impact to the traveling public.

The Township will only make payment for delays or costs arising from the RE's rejecting or rescinding of lane or shoulder closure resulting from emergency conditions.

If the Work is stopped for more than seven (7) days or if the Work is suspended, restore excavated areas within or adjacent to the traveled way as directed by the RE.

108.07.02 Changes to the Traffic Control Plan (TCP)

Submit requests for changes to the TCP to the RE for approval at least ten (10) days before the change is needed. Include a written description of the requested TCP change and detailed plan sheets signed and sealed by a Professional Engineer. When proposing detours, include a copy of the signed agreement with the local government authority having jurisdiction. The signed agreement shall document the local government authority's approval of the proposed detour and indicate that the Contractor is solely responsible for the maintenance and restoration of the roadway.

The Township will not make payment for furnishing, installing, or maintaining additional traffic control devices. Remove traffic control devices when no longer required. If detours were used, restore the roadway to its original condition or as required by the agreement with the local government. The Township will not make payment for costs to restore the roadway.

108.08 MAINTENANCE WITHIN THE PROJECT LIMITS

Continuously perform maintenance requirements within the Project Limits until Acceptance. The Project Limits to be maintained include the limits of all temporary and permanent construction, excluding those sections of highways, streets, and roads where only signs are placed. Maintenance includes but is not limited to the following:

1. Picking up and disposing of trash and debris, including trash and debris not generated by the Contractor. However, the Contractor is not responsible for the disposal of dead animals.
2. Keeping the roadway clear of dust, soil, and cleaning up non-hazardous spills.
3. Maintaining a safe and unobstructed passageway through the construction area for public traffic, including but not limited to constructing escape ramps at the edges of pavement.
4. Maintaining surface drainage, including the removal of debris, ice, and snow around inlets, to ensure that it is functioning as intended.
5. Removal of ice and snow from bridge sidewalks open to pedestrian access.

Provide for maintenance and repairs beyond the Project Limits for reasonable continuance to restore the required functional operation of any systems that are impacted within the Project Limits such as drainage, utilities, and electrical.

If the Contractor at any time fails to fully perform maintenance, the RE will immediately notify the Contractor of the noncompliance, and direct a time by which the Contractor must perform the maintenance. If the Contractor fails to remediate unsatisfactory maintenance within the time directed by the RE after receipt of such notice, the Township has the right to proceed to maintain the Project and recover costs incurred for this maintenance from the Contractor.

108.09 CONTRACT TIME

Time is of the essence as to all time frames stated in the Contract. Complete the work required for Interim Completion and Completion requirement as specified in the Special Provisions.

When Contract Time is specified in working days, the RE will keep track of the number of days charged to the Contract and the number of days of Contract Time remaining. If the Contractor has dismissed its crew due to unfavorable conditions that affect the controlling operations on a day where the contractor was prepared to begin work at the regular starting time of a scheduled shift, the Township will not charge a Working Day to the Contract. The RE will provide the status of the Contract Time to the Contractor upon request.

108.10 MODIFICATIONS TO CONTRACT TIME

108.10.01 Extensions to Contract Time

- A. Qualifications for Extensions.** The Township will only extend Contract Time due to Extra Work or if an excusable delay, as specified in 108.10.01.B.2 or 108.10.01.B.3, delays work on the critical path beyond the Contract Time as specified in 108.09 using the approved progress schedule that is current at the time the delay occurred.

The Township will not extend Contract Time for a delay that was or should have been anticipated by the Contractor at the time the Contract was awarded.

- B. Types of Delays.** The Township recognizes the following types of delays:

1. **Non-Excusable Delays.** Non-excusable delays are delays that are the Contractor's fault or responsibility. The Township will not extend Contract Time or make payment for delay costs incurred due to non-excusable delays.
2. **Excusable, Non-Compensable Delays.** Excusable, non-compensable delays are delays that are not the Contractor's or the Township's fault or responsibility. The Township will extend Contract Time but will not make payment for the delay costs incurred by the Contractor for the following excusable, non-compensable delays:
 - a. **Others.** Delays caused by work done by Others, excluding the Township.
 - b. **Utilities.** Delays caused by Utilities, excluding the Township, when the actual duration to complete the utility work is more than 30 percent greater than the estimated duration specified in 105.07.02. The duration includes both the advance notice and the completion of the work by the Utility.
 - c. **Extreme Weather.** The Township will only extend Contract Time for weather if the Contractor cannot perform work on the controlling activity on the critical path due to weather and the cumulative delay due to weather each month exceeds the number of days specified in Table 108.10.01-1. The work on the controlling activity on the critical path is considered delayed if the Contractor is prevented from proceeding on such activity for at least 60 percent of the total daily time planned for the activity for all shifts scheduled for that day. Submit daily documentation for activities that are delayed by weather.

Table 108.10.01-1 Anticipated Number of Days Lost per Month for Weather Sensitive Activities

Month	Number of Days Lost
January	31
February	28 ¹
March	20

April	15
May	10
June	10
July	10
August	10
September	10
October	15
November	15
December	20

1. For leap years, the number of days restricted is 29.

- d. **Cataclysmic Natural Phenomena.** Delays caused by lightning strikes, wild fires, floods, tidal waves, earthquakes, tornadoes, hurricanes, or other cataclysmic phenomena.
 - e. **Sovereign Acts of the State.** Delays caused by the State in its sovereign capacity, including but not limited to epidemic or quarantine restrictions, states of emergency, and State shutdowns.
 - f. **War and Unrest.** Delays due to war or civil disturbances.
 - g. **Labor Disputes.** Delays due to strikes or labor disputes beyond the control of the Contractor.
 - h. **Shortage of Materials.** Extraordinary delays in material deliveries that the Contractor or suppliers cannot foresee or forestall resulting from freight embargos, government acts, or area wide material shortages. Shortage of materials applies only to raw and fabricated materials, articles, parts, or equipment that are standard and does not apply to materials, parts, articles, or equipment that are processed, made, constructed, fabricated, or manufactured to meet the specific requirements of the Contract. The Township will only consider the physical unavailability of the material as constituting a shortage, and shall not consider cost factors as constituting a shortage. Provide documented proof that every effort to obtain the materials from all known sources within a reasonable distance from the Project Limits was made. Also, provide proof that the inability to obtain such materials when originally planned, could not be remedied by revising the sequence of the construction operations.
3. **Excusable, Compensable Delays.** Excusable, compensable delays are delays that are the Township's fault or responsibility. For excusable, compensable delays, the Township will grant an extension of Contract Time and will make payment for delay damages.
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 Township 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 Township 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, as specified in 104.03.04, 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. Clearly identify how each change or delay is represented by an activity or group of activities.

The Contractor is considered to have waived its rights to claim an extension of Contract Time, if the Contractor fails to provide written notice as specified in 104.03.04 or fails to provide the time impact evaluation.

The RE will evaluate the time impact evaluation. The Township will only extend Contract Time when delay causes the work to be extended beyond the scheduled Contract Time as specified in 108.09. If the Contractor is already behind schedule and an excusable delay delays the work beyond the Contract Time as specified in 108.09, the Township will only extend Contract Time for the amount of time that directly results from the excusable delay. If the Township determines that an extension of Contract Time is warranted, the Township will extend Contract Time in writing.

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

108.10.02 Reductions to Contract Time

If the Work required is reduced or altered such that less time is needed to meet Contract Time, the Township has the right to reduce Contract Time by analyzing the current approved progress schedule.

108.11 RIGHT-OF-WAY RESTRICTIONS

The Special Provisions will indicate ROW that has not been secured and the anticipated dates of availability. Review the Plans and obtain from the RE all other information regarding ROW parcels, easements, temporary easements, and temporary access to parcels acquired for the Project as well as the nature and type of title acquired.

Temporary easements and temporary access to parcels will in most cases contain a limitation as to the length of time that they are in force and effect. Schedule the Work to accommodate the time limitations associated with each parcel.

Provide written notice to the RE at least 10 days before entering a parcel with a temporary easement or entering a parcel with temporary access. Do not enter a parcel until the RE provides written notice to the property owner.

If the Contractor needs to occupy a temporary easement or parcel beyond the time period provided by the temporary easement or access, provide a written request to the RE at least 10 days before the time period expires. Do not enter or continue to occupy the easement or parcel unless approved by the RE.

108.12 SUSPENSION OF WORK

The RE has the right to suspend the Work, wholly or in part, for such period as deemed necessary for the following:

1. **Contractor Fault.** Contractor fault includes but is not limited to: failure to carry out Contract requirements; failure to correct unsafe conditions; or, failure to carry out the directions of the RE.
2. **Unsuitable Weather.** Unsuitable weather is a weather condition that prevents the Contractor from performing work as specified in the Contract. The RE also has the right to suspend work for a potential weather condition.
3. **Convenience of the Township.** For the convenience of the Township, the RE may direct the Contractor to suspend all or any portion of the Work for the period of time that the RE determines to be appropriate.

If the RE suspends a portion of the Work, Contract requirements governing work on continuing portions of the Project remain in effect. When the RE suspends the Work or portions of the Work, the Contractor is still responsible for the following:

1. Maintaining the Project Limits as specified in 108.08.
2. Maintaining SESC measures.
3. Maintaining traffic control devices.
4. Protecting the work already performed, and preventing damage and deterioration.
5. Protecting stored materials.
6. Complying with additional direction by the RE to secure the Project Limits and safeguard the public.

If, during suspension, the Contractor at any time fails to comply with items 1 to 6 above, the RE will immediately notify the Contractor of the noncompliance. If the Contractor fails to remediate unsatisfactory conditions within 24 hours after receipt of such notice or within the time otherwise specified, the Township has the right to remediate the unsatisfactory conditions and recover the cost of this remediation from the Contractor.

Resume work when directed by the RE. Within 7 days of receiving notice to resume work, provide the Township Engineer a written request for payment for the costs and for a modification of Contract Time for the number of days sought resulting from the suspension.

108.13 DEFAULT AND TERMINATION OF CONTRACTOR'S RIGHT TO PROCEED

The Township will provide written notice to the Contractor and the Surety of the cause for default, and demand elimination of such cause for default, if the Contractor does any of the following:

1. Fails to begin construction operations within 40 days of execution of the Contract.
2. Fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure its completion within the Contract Time specified, or any modification thereof.
3. Fails to complete the Contract within the Contract Time specified, as modified.
4. Performs the Work unsuitably or neglects or refuses to remove materials or to again perform such Work as may be rejected as unacceptable and unsuitable.
5. Discontinues the prosecution of the Work.
6. Fails to resume Work which has been discontinued within a reasonable time after notice to do so.
7. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
8. Allows any final judgment to stand against it unsatisfied for a period of 10 days.
9. Makes an assignment for the benefit of creditors.
10. Fails to acquire or maintain the required insurance.
11. Fails to comply with Contract requirements regarding minimum wage payments, DBEs, or equal employment opportunity requirements.
12. Is a party to fraud.
13. For any other cause whatsoever, fails to carry out the Work in an acceptable manner.

If the Contractor or Surety, within a period of 10 days after such notice, does not proceed as specified in the notice, then the Township has full power and authority, without violating the Contract, to declare the Contractor in default and notify the Contractor to discontinue the Work. The Township will provide, in writing, the declaration of default to the Contractor and Surety. The Township has the right to appropriate any or all materials and equipment within the Project Limits to complete the Contract. The Township has the right to direct the Surety to complete the Contract or may enter into an agreement for the completion of the Contract with the Surety or another contractor, or use such other methods required for the completion of the Contract, including completion of the Work by the Township.

The Contractor and Surety are not relieved of the assessment of liquidated damages, as specified in 108.19, because of the Contractor's default.

The Township will recover the costs and charges incurred by the Township, together with the cost of completing the Work from the Contractor or Surety.

The rights and remedies of the Township are in addition to any other rights and remedies provided by law or under the Contract and the bonds.

If, after declaration of default, the Township determines for any reason that the Contractor was not in default or that the delay was excusable, the rights and obligations of the parties are the same as if the Township had issued an order of termination for convenience as specified in 108.14.01.

If, after declaration of default, a court determines for any reason that the Township's default of the Contract was legally improper, the rights and obligations of the parties are the same as if the Township had issued an order of termination for convenience as specified in 108.14.01.

108.14 TERMINATION OF CONTRACT

108.14.01 For Convenience

The Township has the right to, by written order, terminate the Contract for convenience.

Upon receipt of an order of termination for convenience, only perform the work required in the order of termination. The Township may add work in order to secure the Project. Perform the work required in the order of termination as specified in the Contract. The Township has the right to declare the Contractor in default, as specified in 108.13, if the Contractor fails to carry out the conditions set forth in an order of termination for convenience.

When the Township orders termination for convenience, the Township will make payment for the Items completed as of the date of termination at the Contract price. The Township will make payment for the work in the order of termination, including work that was not in the Contract.

108.14.02 For Cause

The Township has the right to, by written order, terminate the Contract for cause after determining the Contractor has been declared in default as specified in 108.13.

Upon receipt of an order of termination for cause, only perform the work required in of the order of termination. The Township may add work in order to secure the Project. Perform the work required in the order of termination as specified in the Contract. If the Contractor fails to carry out the conditions set forth in an order of termination for cause, the Township will recover the costs and charges incurred by the Township, together with the cost of completing the Work from the Contractor or Surety.

The rights and remedies of the Township are in addition to any other rights and remedies provided by law or under the Contract and the bonds.

When the Township orders termination for cause, the Township will make payment for the Items completed as of the date of termination at the Contract price. The Township will make payment for the work in the order of termination including work that was not in the original Contract.

The Township will not make payment for profit and overhead not included in the Contract price for Items for work completed or partially completed.

If the Township's termination for cause is found by a court to be legally improper, the Township will rescind the termination for cause and order a termination for convenience. The Township will then make payment as if the termination for cause had been a termination for convenience as specified in 108.14.01.

108.15 PARTIAL ACCEPTANCE

If the Contractor completes a portion of the Work, the Contractor may request that the RE inspect that portion. If the RE finds that the portion has been completed, as specified in the Contract, the Township may accept that portion as being completed. If the portion is accepted, the Township may relieve the Contractor of the responsibility of maintaining that portion of the Work as specified in 108.08. The RE may reject the request made by the Contractor if the RE determines that the portion of the Project should not be subject to partial acceptance.

108.16 INTERIM COMPLETION

When an Interim Completion requirement is specified, notify the RE in writing when the work for the milestone is complete. If the RE determines that the work for the milestone appears to be complete, the RE will notify the Contractor. If the RE determines that the work for the milestone has not been completed, the RE will give the Contractor the necessary instructions to correct or complete the Work to meet the Interim Completion requirement. Notify the RE upon compliance with the RE's instructions. Repeat this procedure until the RE determines that the work for a milestone has been completed.

108.17 SUBSTANTIAL COMPLETION

Notify the RE, in writing, when the Work is substantially complete. When the RE receives written notice, the Township will perform an inspection. If the inspection indicates that the Work is not substantially completed to the Township's satisfaction, the RE will respond within 14 days and provide the Contractor the necessary instructions for completion and correction. Upon completion and correction of the Work, the Contractor shall renotify the RE that the Work is substantially complete, and the RE will perform another inspection. Repeat this procedure until the Township determines that the Work is substantially complete.

The date of the Contractor's acceptable notice is the date of Substantial Completion.

108.18 COMPLETION AND ACCEPTANCE

Notify the RE, in writing, when the Work is complete. When the RE receives written notice, the Township will perform an inspection. If the Township determines that the Work is complete, the Township will issue a Certificate of Completion.

If the Township determines that the Work is not complete, the RE will respond within 30 days and provide the Contractor with the necessary instructions for completion and correction. Complete the Work and renotify the RE. Repeat this procedure until the Township issues a Certificate of Completion.

The date of the Contractor's acceptable notice is the date of Completion.

The Township will notify the Contractor of the date of Acceptance. After Acceptance, the Contractor is relieved of the duty of maintaining and protecting the Project. In addition, the Contractor is relieved of its responsibility for damage to the Work that may occur after Acceptance.

The Contractor, without prejudice to the terms of the Contract, is liable to the Township at any time, both before and after Acceptance, for latent defects, fraud, such gross mistakes as may amount to fraud, or actions affecting the Township's rights under any warranty or guarantee.

108.19 LIQUIDATED DAMAGES

The Contractor and the Township recognize that delays to Contract Time result in damages to the Township including the effect of the delay on the use of the Project, the ability of the Township to effectively operate, and additional costs to the Township for engineering, inspection, and administration of the Contract.

Because it is difficult or impossible to accurately estimate the damages incurred, the parties agree that if the Contractor fails to complete the Project and each and every part and appurtenance thereof fully, entirely and in conformity with the provisions of the Contract within the time stated in the Contract, or within such further time as may have been granted in accordance with the provisions of the Contract, then the Contractor shall and hereby does agree to pay the Township \$500.00 for each day that he is in default on time to complete the work; which said amount per day is agreed upon by the parties hereto to be liquidated damages, not a penalty. The Township shall recover said damages by deducting the amount thereof from any monies due or that may become due the Contractor, and if said monies be insufficient to cover said damages, then the Contractor or his Surety shall pay the amount due.

In addition to the foregoing, there may be deducted from the Contract price and retained by the Township, an amount to cover the wages and overhead paid by the Township to an inspector or inspectors necessarily employed on the work for any number of days in excess of the completion time above mentioned, such amount to be determined on the basis of \$440.00 per day per man for regular working time and the premium rate hereinafter defined.

108.20 WARRANTIES

Enforce all subcontractors', manufacturers', fabricators', and suppliers' warranties, express or implied, respecting any work or materials, at the direction of the RE, for the benefit of the Township. Obtain the warranties that subcontractors, manufacturers, fabricators, and suppliers would give in normal commercial practice. If directed, require the warranty to be executed in writing to the Township. The RE has the right to direct the Contractor to undertake litigation to enforce a warranty.

SECTION 109 – MEASUREMENT AND PAYMENT

109.01 MEASUREMENT OF QUANTITIES

The Township will use the United States customary units to measure work completed under the contract. The Township will determine quantities of Work performed under the Contract using measurement methods and computations conforming to good engineering practice.

The Township will measure quantities of Measured Items for payment.

For measured quantities that are measured by area, and where areas contain fixtures that are not part of the Item, the RE will deduct the areas of individual fixtures.

For measured quantities that are measured by volume, the Township will calculate volumes using the end area method.

For measured quantities that are measured by weight, the Township will calculate weight using the net certified weight tickets corrected for any loss or waste.

Whenever the phrase "Contract quantity" is used in this Subsection, it is the quantity in the Proposal adjusted by Change Orders.

109.02 SCOPE OF PAYMENT

The Contractor agrees to accept the payment provided for in the Contract as full payment for furnishing labor, materials, tools, equipment, and other resources necessary to complete the Work, and for performing the Work contemplated and embraced under the Contract in a complete and acceptable manner. Except where specified elsewhere in the Contract, payment will include full compensation for all risk, loss, damage, or expense of whatever character arising out of the nature of the Work or the prosecution thereof, or for the action of the elements that the Contractor may encounter during the prosecution of the Work.

109.03 PAYMENT FOR FORCE ACCOUNT

For work done under force account, the Township will make payment for the costs allowed based on the following documentation submitted by the Contractor at the completion of each force account:

1. Copy of all Township Engineer preapprovals for: extraordinary labor, specific extraordinary expenses and equipment.
2. Copy of daily and shift reports.
3. Copies of the associated certified payrolls for all eligible labor and foreman charges.
4. Certified records documenting all eligible labor fringe benefit rates.
5. Certified records documenting all eligible indirect labor costs.
6. Certified records documenting additional insurance rates.
7. Copies of the vendor's paid invoices for eligible materials, including breakout for handling, transportation, discounts, and allowable sales tax.
8. Copies of paid invoices for all allowable specific extraordinary expenses.
9. Certified records of the eligible hours of Contractor-owned equipment and documentation of rates as.
10. Copies of the fully executed rental agreements and the paid invoices for eligible rental equipment. For operating costs not covered by the rental agreement, provide certified records of the eligible hours and documentation of costs.
11. For each subcontractor, provide and certify the subcontractor's documentation for items 1 through 10 above.

Provide to the Township Engineer a summary of costs for the force account in an electronic format provided by the Township, and a certification stating the following:

All costs submitted have been incurred as a result of the force account, and all vendor invoices have been paid.

The Township will adjust force account payment for those costs incurred that the Township determines to be the fault of the Contractor. The Township will further adjust the force account payment where the Contractor's prices in its Proposal for any affected original Items did not include all the costs to complete the affected work as originally provided in the Contract.

109.04 PAYMENT FOR DELAY DAMAGES

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

1. Copy of daily and shift reports signed off by Contractor's authorized representative.
2. Certified payrolls for all eligible labor and foreman charges.
3. Certified records on all eligible labor fringe benefits.
4. Certified records on all eligible indirect labor costs.
5. Certified records of additional insurance costs.

6. Certified records of the eligible hours of Contractor-owned equipment for payment at the rates approved by the Township Engineer.
7. Copy of the fully executed rental agreement and the paid receipt or canceled check for eligible rental equipment. For operating costs not covered by the rental agreement, provide certified records of the eligible hours at the rates approved by the Township Engineer.
8. Certified records of the eligible transportation costs for any equipment removed from the Project Limits.
9. Certified record of the eligible overhead
10. Documentation in the same format as above for each subcontractor with certification by the Contractor.

109.05 ESTIMATES

The Township will make monthly payments to the Contractor for work performed and for materials delivered, as specified in 109.06. The Township Engineer will calculate the payment in an Estimate consistent with the provisions of the Contract. If not otherwise described in the Contract, the Township Engineer will be the sole judge of the amount of progress payment due for partially completed work. The quantities provided in the Estimate may be approximations and may not be based on as-built quantity measurements. The Township will establish the date of the month that the Estimate is processed.

The Contractor shall be paid in accordance with Chapter 464 of the Public Laws of 1979. In accordance with the law, the contractor shall be provided with partial payments to be made as the work progresses and as approved by the Engineer in accordance with the requirements set forth herein. Unless the Contractor chooses to deposit bonds in lieu of retainage with the contracting unit, pursuant to Chapter 152 of the Public Laws of 1979, N. J. S. A. 40A: 11-16.1, the contractor shall agree to the withholding of two (2) percent of the amount due on each partial payment pending completion of the contract. The Engineer may allow for partial payments at least once in each month with respect to all materials placed along or upon the site or stored at secured locations which are suitable for use in the execution of the Contract.

On the 25th of each month, the Contractor shall furnish the Engineer an estimate of the value of work and of materials used in the construction. This estimate shall be prepared on standard Township voucher forms. If the estimate needs the Engineer's approval, and if the amount of such estimate exceeds one thousand dollars, (\$1,000.00) of work completed over and above any previous estimates, the Contractor will be paid ninety-eight percent (98%) of such on or before the thirtieth day of the following month. Partial payments shall be made in order to furnish the Contractor with monies for payment of materials and labor and other costs related to the project. These payments do not imply the acceptance or approval of any work or materials of the Contract.

Billing approval and payment require the approval of the Pequannock Township Council. The Pequannock Township Council will utilize the exception contained in N.J.S.A. 2A:30A-2 of the "Prompt Pay" Law which means that the billing approval may be approved and certified at the next scheduled public meeting of the Township following submission, and paid during the Township's subsequent payment cycle.

The Township Engineer has the right to not process an Estimate when, in the judgment of the Township Engineer, the work is not performed or proceeding as specified in the Contract or following the Township giving the Contractor and Surety notice of default.

The Township's processing or payment of an Estimate is not an approval of defective or improper work. The Township, upon determining that any payment under a previous Estimate was improper or unwarranted for any reason, has the right to recover erroneous payment from the Contractor.

109.06 MATERIALS PAYMENTS AND STORAGE

The Contractor may request payment for the cost of materials not incorporated into the Work. If approved by the RE, the Township will make payment for the cost of materials; however, the amount of payment may not exceed 50 percent of the bid price for the associated Item. The Township will not make payment for such materials until the RE is satisfied that:

1. The Contractor has properly stored and protected materials within the Project Limits or at locations owned or leased by the Contractor.

2. The RE has inspected the materials and they appear to be acceptable based upon available supplier's certification and materials test reports.
3. The Contractor has provided the RE with the paid invoice or paid bill of sale for the materials and a fully executed Release of Liens for Materials Stored.

Payment for materials does not constitute Township approval or Acceptance of the materials or work. If materials paid for are damaged, stolen, or prove to be unacceptable, the Township has the right to recover the costs from the Contractor. The Township will not make payment for plant materials until they are planted or installed.

109.07 BONDS POSTED IN LIEU OF RETAINAGES

The Contractor may deposit negotiable bonds of the State or any of its political subdivisions, which have been approved by the Township, in an escrow account to secure release of all or a portion of the retainage withheld as specified in 109.05. Establish the account under the provisions of an escrow agreement to be entered into between the Contractor, the Township, and a bank located in the State that is an authorized depository and with a trust Township. Pay the charges of the bank for services rendered according to the terms and conditions of the escrow agreement.

The Contractor may obtain agreement forms and a list of approved bonds from the Township. Obtain bonds that have a rating of at least "B A A" by Moody's Investor Service or "B B B" by Standard and Poors Corporation.

If the market value of the bonds on deposit in the escrow account falls below the amount of retainage required by the Contract, deposit additional bonds of sufficient value in the escrow account to secure the release of retainage, or the Township will deduct from current payments amounts sufficient to ensure that the total bond value on deposit plus retainage withheld will equal the total retainage requirement for the Contract.

Ensure that the bonds deposited in the escrow account remain acceptable to the Township. If the Contractor does not replace unacceptable bonds with acceptable bonds, the Township will withhold from future payments amounts equal to the amount of retainage, the release of which was based upon the value of the now unacceptable bonds.

In the event of a declaration of default or an Order of Termination of the Contract, the Township will notify the bank in writing of the declaration of default or the Order of Termination. Following said written notification, the bank shall not dispose of, release, or compromise any bonds or the proceeds of called or mature bonds, without written instructions from the Township. If directed by the Township, the bank shall sell any bonds in the escrow account and pay the proceeds of such sale or the proceeds held in the account from called or matured bonds to the Township or to any payee designated by the Township. The Township will send a copy of the instructions to sell to the Contractor.

109.08 AS-BUILT QUANTITIES

Following Substantial Completion, the RE will finalize as-built quantities for all Items and provide a list to the Contractor for review. Accept or reject the proposed as-built quantities within 20 days of receipt. If rejecting, submit the disputed quantities and supporting calculations with a notice of rejection. The RE will review supporting calculations within 20 days, and will accept or reject, in part or in whole, the disputed as-built quantities.

If the Contractor fails to respond or fails to provide supporting calculations with a notice of rejection within the 20-day period, the Township will deem the Contractor to have accepted the proposed as-built quantities and will deem the Contractor to have waived any claim regarding the proposed as-built quantities.

109.09 CONTRACTOR'S COMPLIANCE WITH N.J.S.A. 34:11-56.25, *ET SEQ.*

Provide the RE with completed prevailing wage forms certifying that all employees employed by the Contractor or by any subcontractor have been paid wages not less than those required by the Contract in compliance with N.J.S.A. 34:11-56.25, *et seq.*

109.10 FINAL PAYMENT AND CLAIMS

The Final Certificate may result in either a Final Payment to the Contractor or a credit (payment) due the Township. After Acceptance and the as-built quantities are finalized, the RE will process an Estimate and the Township will issue the Proposed Final Certificate to the Contractor.

Within 10 days after receiving this Proposed Final Certificate, submit a release or conditional release to the Township on a payment voucher provided by the Township. If the Contractor has no reservation of claims and accepts the Proposed Final Certificate, provide a written release stating the following:

In consideration of the above payment, I hereby release the Township of Pequannock, their agents, officers, and employees from all claims and liability of whatsoever nature for anything done or furnished or in any manner growing out of the performance of the Work.

If the Contractor has a reservation of specific claims, but otherwise has released all claims not specifically reserved and accepts the Proposed Final Certificate, state the following:

In consideration of the above payment, I hereby release the Township of Pequannock, their agents, officers, and employees from all claims and liability of whatsoever nature for anything done or furnished in any manner growing out of the performance for the Work except for

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 Township as specified in 107.12 and not previously resolved. If the Contractor reserves claims, proceed as specified in 107.12. The Contractor waives all claims for which the required notice has not been filed with the Township.

The Contractor's failure to submit written release or conditional release within said 10 days constitutes acceptance of the Proposed Final Certificate without exception and a waiver of all claims.

Upon receipt of the Contractor's written acceptance of the Proposed Final Certificate without exception or conditional release, or when the Contractor fails to provide written acceptance of the Proposed Final Certificate within 10 days of issuance, the Township will pay the entire sum due there under as provided by the N.J.S.A. 52:32-32, *et seq.*, provided the Final Certificate indicates a payment is due the Contractor. However, where the Final Certificate indicates a credit (payment) is due the Township, the Contractor shall remit said credit (payment) to the Township.

If the Contractor fails to remit the credit due the Township, as indicated on the Proposed Final Certificate, within 30 days of issuance of the Proposed Final Certificate, the Township has the right to recover the credit from the Contractor.

109.11 ETHICS STANDARDS AND CONFLICTS OF INTEREST

Both the Township and the Contractor have a duty to prevent conflicts of interest or the appearance of conflicts of interest. Ensure that all officers, employees, agents, and representatives are aware of these requirements.

Do not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any Township employee, or agent as defined by N.J.S.A. 52:13D-13b. and N.J.S.A. 52:13D-13e., or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee or agent, or any partnership, firm or corporation with which they are employed or associated, or in which such employee or agent has an interest within the meaning of N.J.S.A. 52:13D-13g.

Immediately report in writing the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any Township officer or employee or special Township officer or employee from any Township vendor to the Attorney General and the Executive Commission on Ethical Standards.

Immediately report any relationships subject to this provision to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the Township's employee or agent and finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

Do not influence, or attempt to influence or cause to be influenced, any Township employee or agent in his or her official capacity in any manner, which might tend to impair the objectivity or independence of judgment of said employee or agent.

Do not cause or influence, or attempt to cause or influence, any Township employee or agent to use, or attempt to use their official position to secure unwarranted privileges or advantages for the vendor or any other person.

The provisions cited above in this Subsection shall not be construed to prohibit a Township employee or agent from receiving gifts under the same terms and conditions as are offered or made available to members of the general public, subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

DIVISION 150 – CONTRACT REQUIREMENTS

SECTION 151 – PERFORMANCE BOND AND PAYMENT BOND

151.01 DESCRIPTION

This Section describes the requirements for providing a performance bond and a payment bond.

151.02 MATERIALS

(Intentionally Blank)

151.03 PROCEDURE

151.03.01 Performance Bond and Payment Bond

Using bond forms issued by the Township or an alternate form meeting statute requirements provide a performance bond and a payment bond to the Township within 10 days of the date of Award or Conditional Award. Ensure that the penal sum of the bond is equal to at least the Total Contract Price. With the bond, provide a certification authorizing the attorney-in-fact to commit the Surety and a true and correct statement of the Surety's financial condition.

Obtain bonds from sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State. Reinsurance is prohibited as per N.J.A.C 16:44-6.1(b)6. If the Surety becomes insolvent before Acceptance, provide a performance bond and a payment bond issued by another surety to the Township.

The Township may adjust Contract Time, require extra work, or issue other changes authorized by the Contract without obtaining the consent of the surety of the bonds.

SECTION 152 – INSURANCE

152.01 DESCRIPTION

This Section describes the requirements for providing and maintaining insurance until Acceptance.

152.02 MATERIALS

(Intentionally Blank)

152.03 PROCEDURE

152.03.01 Railroad Protective Liability Insurance

If required by the Special Provisions, procure Railroad Protective Liability Insurance according to 23 CFR 646, Subpart A, as a combined single limit for bodily injury and property damage with minimum limits of liability in the amounts of \$2,000,000 per occurrence and \$6,000,000 per annual aggregate. Ensure that the Railroad Protective Liability Insurance meets the policy requirements specified in 107.11.02.A. Ensure the policy is endorsed to include per project aggregate. Additionally, ensure Comprehensive General Liability policy is endorsed to provide for independent contractors' coverage and deletes any exclusions applying to liability arising out of operations in proximity to railroad property. Ensure that the Railroad Protective Liability Insurance policy is endorsed to provide written notice by certified mail to the railroad company 30 days before changes to and cancellation of the policy. Ensure the policy is endorsed to include Severability of Interest/Separation of Insureds clause. Submit the policy for Railroad Protective Liability Insurance and endorsements to the Comprehensive General Liability Insurance to the railroad company for approval. The Department will list the name and address of the railroad company representative in the Special Provisions. Do not perform construction operations on railroad property before the

railroad company approves the insurance. Reconcile all policy requirements to the satisfaction of the railroad company and the RE. The Special Provisions will contain an estimate of the percentage of the Contract cost located within or adjacent to the railroad ROW. The percentage is provided for informational purposes only and does not affect the amount of risk or coverage. Submit an updated DC-175, Insurance Certificate, to demonstrate continued renewal of insurance. During any period when the required insurance is not in effect, the RE may suspend the Work. The Department may refuse to make payments due under this Contract or any other contracts with the Department until the required insurance coverage is in effect. The Department may use monies withheld to renew the insurance for the periods and amounts referred to above. Alternatively, the Department may default the Contractor and direct the Surety to complete the Project.

152.03.02 Pollution Liability Insurance

Procure Contractor's Pollution Liability Insurance for bodily injury and property damage with minimum limits of liability in the amounts of \$5,000,000 per occurrence and \$10,000,000 aggregate. Ensure that the Pollution Liability Insurance meets the policy requirements specified in 107.11.02.A. If the policy is written on an occurrence form, ensure it will remain in effect until Acceptance, and ensure that completed operations coverage is provided for a period of no less than 2 years after Acceptance. If the policy is written on a claims-made basis, ensure an Extended Reporting Provision coverage is maintained for a period of no less than 2 years after Acceptance. Ensure the policy provides coverage for:

1. Bodily injury and property damage to third parties.
2. Natural resource damages.
3. Environmental cleanup including restoration or replacement costs.
4. Legal defense.
5. Transportation of waste material by or on behalf of the Contractor away from the Project Limits.
6. Disposal liability for pollution conditions on, at, under, or emanating from any disposal site, location or facility used by or on behalf of the Contractor for disposal of waste.
7. Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles.
8. Severability of Interest/Separation of Insureds.
9. Per project aggregate.

Ensure the policy does not contain any exclusions or limitations for:

1. Liabilities Assumed under an insured contract.
2. Lead, silica, or asbestos.
3. Underground storage tanks.
4. Insured versus insured exclusion that restricts coverage to the State.

Ensure the policy names the State, its officers, employees, and agents as additional insured. Provide documentation from the insurance company indicating the coverage, limitation of coverage, term of coverage.

SECTION 153 – MAINTENANCE BOND

153.01 DESCRIPTION

This Section describes the requirements for providing a maintenance bond.

153.02 MATERIALS

(Intentionally Blank)

153.03 PROCEDURE

153.03.01 Maintenance Bond

Using bond forms issued by the Township or an alternate form meeting statute requirements provide a maintenance bond to the Township prior to final payment. Ensure that the penal sum of the bond is equal to 15% of the Total

Contract Price. The bond shall remain in full force and effect for a period of two (2) years from the date of Acceptance and shall provide that the Contractor guarantees to replace, for said period of two (2) years, all work performed and all materials furnished that were not performed or furnished according to the terms and performance requirements of the Contract, and make good the defects thereof which have become apparent before the expiration of said period.

With the bond, provide a certification authorizing the attorney-in-fact to commit the Surety and a true and correct statement of the Surety's financial condition.

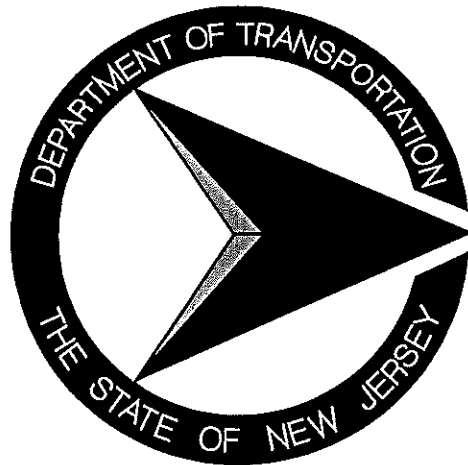
Obtain bonds from sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State. If the Surety becomes insolvent during the maintenance period, provide a maintenance issued by another surety to the Township.

If, in the judgment of the Township, any work needs to be replaced, repaired or made good during the specified guarantee period, the Township will so notify the Contractor in writing. If the Contractor refuses or neglects to start such work within five (5) days from the date of service of such notice or at such other time as the Township may direct, or if the Contractor fails to complete such work within the time prescribed, then the Township will have the work done by others and the cost thereof shall be paid by the Contractor or his Surety. However, in case of emergency, where in the opinion of the Township it would cause serious loss or damage, the Township may make repairs without previous notice and at the expense of the Contractor or his Surety.

APPENDIX A

SUPPLEMENTARY SPECIFICATIONS

**State of New Jersey
Department of Transportation**



Supplementary Specifications

**SUPPLEMENTARY SPECIFICATIONS
FOR
NJDOT MUNICIPAL AID PROJECT
FY2020 - ALEXANDER AVENUE IMPROVEMENTS
IN THE TOWNSHIP OF PEQUANNOCK
COUNTY OF MORRIS**

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.

WAGE RATES

The contractor shall pay the minimum wage rates determined by the New Jersey Department of Labor.

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 http://wd.dol.state.nj.us/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 et seq.).

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, General Services Administration, CN-039, 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 Supplemental Specifications:

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

DIVISION 100 - GENERAL PROVISIONS

THE FOLLOWING SECTIONS OF THE STANDARD SPECIFICATIONS ARE DELETED:

SECTION 101 - GENERAL INFORMATION

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

SECTION 104 - SCOPE OF WORK

SECTION 105 - CONTROL OF WORK

SECTION 106 - CONTROL OF MATERIAL

SECTION 107 - LEGAL RELATIONS

SECTION 108 - PROSECUTION AND COMPLETION

SECTION 109 - MEASUREMENT AND PAYMENT

THESE SECTIONS OF THE STANDARD SPECIFICATIONS ARE CHANGED TO THE REQUIREMENTS OF THE CONTRACTING AGENCY.

DIVISION 150 – CONTRACT REQUIREMENTS

THE FOLLOWING SECTIONS OF THE STANDARD SPECIFICATIONS ARE DELETED:

SECTION 151 – PERFORMANCE BOND AND PAYMENT BOND

SECTION 152 - INSURANCE

THESE SECTIONS OF THE STANDARD SPECIFICATIONS ARE CHANGED TO THE REQUIREMENTS OF THE CONTRACTING AGENCY.

SECTION 153 – PROGRESS SCHEDULE

153.01 DESCRIPTION

This Section describes the requirements for providing a progress schedule to monitor Contract progress and to evaluate impacts on Contract Time.

153.03 PROCEDURE

153.03.01 Progress Schedule

THIS SUBSECTION IS CHANGED TO THE FOLLOWING:

Provide a detailed construction schedule. Determine the most feasible work sequence that meets the Contract requirements. Ensure that the schedule includes ROW availability dates, permits, submittals, working drawings, procurement, fabrication, delivery of materials, construction, and other activities necessary to complete the Work. Schedule the Work according to the staging requirements specified by the Contract. The Contractor may simultaneously perform work designated as part of separate stages where allowed by the Contract or approved by the RE.

153.04 MEASUREMENT AND PAYMENT

No separate payment shall be made for providing a construction schedule, include cost under various items scheduled in the proposal.

SECTION 154 – MOBILIZATION

154.01 DESCRIPTION

This Section describes requirements for mobilization.

154.02 MATERIALS

(Intentionally Blank.)

154.03 PROCEDURE

154.03.01 Mobilization

Mobilization consists of the preparatory work and operations, including moving personnel, equipment, supplies, and incidentals to the Project Limits. It also includes all other work performed and costs incurred before beginning work on various Items in the Contract.

154.04 MEASUREMENT AND PAYMENT

No separate payment shall be made for mobilization, include cost under various items scheduled in the proposal.

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

158.04 MEASUREMENT AND PAYMENT

<u>Item</u>	<u>Pay Unit</u>
INLET FILTER TYPE 2, 2' x 4'	UNIT

SECTION 159 – TRAFFIC CONTROL

159.01 Description

THE FOLLOWING IS ADDED:

The Contractor is responsible for the control of traffic and the installation and maintenance of traffic control devices during the preparation, construction and restoration of the project. The Contractor shall coordinate with the Traffic Division of the local Police Department. Vehicular and pedestrian access for local traffic shall be kept open at all times, unless prior approval from the Police Department is obtained.

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:

159.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEMS ARE ADDED:

No separate payment shall be made for coordination with the local Police Department. Cost associated in coordinating with the Police Department shall be paid under various items in the proposal.

<u>Item</u>	<u>Pay Unit</u>
BREAKAWAY BARRICADE	UNIT
DRUM	UNIT
TRAFFIC CONE	UNIT
CONSTRUCTION SIGNS	SQUARE FOOT
TRAFFIC DIRECTOR, FLAGGER	HOUR
POLICE TRAFFIC DIRECTORS	HOUR

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 Department will calculate asphalt price adjustment on a monthly basis using 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 Binder¹

¹ The Department will determine the weight of asphalt binder for price adjustment by multiplying the percentage of new asphalt binder 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.

160.04 MEASUREMENT AND PAYMENT

<u>Item</u>	<u>Pay Unit</u>
FUEL PRICE ADJUSTMENT	DOLLAR
ASPHALT PRICE ADJUSTMENT	DOLLAR

SECTION 161 – FINAL CLEANUP

161.01 DESCRIPTION

THE FOLLOWING IS ADDED TO THIS SECTION:

This work shall consist of restoring, replacing, or reconstructing any existing public or private property, hedges or other landscaping that is disturbed or damaged during construction. This item shall also include restoration of driveways. This would include stone and gravel driveway as well as driveways constructed using concrete or stone pavers. This item shall also include clearing debris and asphalt which may have fallen into storm sewer structures during the course of construction. Finally, this item shall also include final clean-up of the site to the satisfaction of the Engineer.

161.03 PROCEDURE

161.03.01 Final Cleanup

THE FOLLOWING IS ADDED TO THIS SECTION

The Contractor shall repair, reset, replace or reconstruct any private or public property that is disturbed during construction. This shall include but not be limited to topsoil and seeding lawn areas, any lawn objects, brick paver driveways, stone driveway, curbs, pavement striping, timber, granite block or railroad tie walls, mailboxes, bushes, hedges, fences, flower beds, steps, flagpoles, signs, water sprinkler, etc. This item also includes any restoration work required to the Contractor's staging area.

If the Contractor breaks or damages any structure or site item as a result of his/her operations, the Contractor shall replace them at no cost to the owner.

161.04 MEASUREMENT AND PAYMENT

THIS SUBSECTION IS CHANGED TO THE FOLLOWING

No separate payment shall be made for the final cleanup. Cost associated with this work shall be paid under various items in the proposal.

DIVISION 200 – EARTHWORK

SECTION 201 – CLEARING SITE

201.03.01 Clearing Site

THE FOLLOWING IS ADDED:

Clearing site includes all construction demolition and/or sawcutting incidental to the completion of the project including the removal of and legal disposal of curb (granite block and concrete), driveway/driveway aprons (HMA, paver and concrete) and sidewalk (HMA and concrete) as per the standard specification. **All material removed from the site including but not limited to pavement, concrete and soil shall be disposed of at a New Jersey Approved Class "B" Recycling Facility. Documentation from the approved disposal facility showing the weight of material removed shall be provided to the municipality within 15 days of acceptance by the disposal facility.** Material which cannot be recycled shall be disposed of in accordance with Solid Waste Management Act (N.J.S.A. 13:1E-1) and N.J.A.C. 7:26. Disposal of all debris shall be the responsibility of the Contractor and shall be at the Contractor's expense. No separate payment shall be made for trucks and/or containers necessary to removal construction debris on a daily basis.

Clearing site includes removing trees with a diameter of 6" or less. Where trees and bushes are to be removed either as noted on the plans or as directed by the engineer, the contractor shall be responsible to grub out tree stumps of any trees which are removed. Stump holes shall be filled with topsoil or other suitable material as determined by the engineer. There are some locations where there are hedges which may interfere with the installation of sidewalk. These hedges should be carefully removed so they can be replanted once the sidewalk is installed.

All stumps that lie within 5 feet horizontally or vertically from any existing or proposed sidewalk, curb, structure, pipe, or duct shall be grubbed out.

Clearing site also includes removing pipe, inlets and manholes as per the standard specifications.

All mailboxes/mailbox posts, signage, containers, benches, parking meters, etc. within the boundaries of the project shall be removed, protected and reinstalled as directed by the engineer prior to the completion of the project. The contractor is responsible for documenting the items that have been temporarily removed.

There may be small concrete or asphalt pads or strips between the curb and sidewalk at several locations. These pads/strips are to be removed by the contractor as directed by the engineer and the area topsoil and seeded. Removal and disposal of these concrete pads/strips will be included in clearing site. There will be no separate payment for removal and disposal of these concrete pads/strips.

All payment requests are subject to a schedule of costs for this pay item.

201.04 MEASUREMENT AND PAYMENT

Item
CLEARING SITE

Pay Unit
LUMP SUM

Hedges which interfere with the installation of sidewalk shall be removed and saved to be replanted as soon as the sidewalk is installed. Replanting of hedges shall be included in the item Clearing Site.

SECTION 202 – EXCAVATION

202.01 DESCRIPTION.

THE FOLLOWING IS ADDED:

This work shall also consist of all work necessary to excavate in a manner which complies with the Occupation Safety and Health Administration (OSHA) requirements. The Contractor shall coordinate excavations with the Engineer. All excavations must be filled or plated prior to end of work shift. No open excavations are permitted at any time that work is not in progress. Plating of open excavations must be specifically approved by the Engineer.

The sides of all excavations shall be free of undercuts and properly sloped or braced to prevent slides and caving. Provide barriers, snow fence, markings and guarding lighting as required at all open excavations for working and public safety. Remove protective materials when no longer required. All excavations shall be maintained free of water and protected at all times from frost.

1. Critical Areas of Existing Utilities: Hand excavation of such areas shall be required to ensure that utilities are not damaged.
2. Inspection: Contractor shall not begin work until bearing surfaces have been cleared, and Engineer's authorization given to proceed. Contractor is required to give ample notice to permit the Engineer to arrange for proper field inspection of conditions. The Engineer shall approve the sub-grade before permission is granted to proceed.
3. Timing: Contractor shall schedule excavation, construction, protection, inspection, and completion to minimize length of time that any excavation remains open.

This work shall also include the cost for all excavation and site grading required for the installation and construction of all proposed improvements described on the project plans, including, but not limited to grassed areas, landscaped areas, sidewalks, utilities, curb, etc. regardless of the material encountered, in conformance with the final grades provided on the project plans.

Excavation within the grading limits of the project shall be performed to establish the sub-grade for the site. Excavation shall include grading, preparation, and compacting all material required to bring the site to grade, as shown on the plans or as directed by the Engineer, and all incidental work to the satisfaction of the Engineer.

202.03.01 Stripping

THE SECOND PARAGRAPH IS CHANGED TO:

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.

202.04 MEASUREMENT AND PAYMENT

THE FOLLOWING SUBSECTION IS REPLACED BY THE FOLLOWING:

No separate payment shall be made for removal of pavement, but price thereof shall be included in the price bid for the various items in the proposal.

THE FOLLOWING ARE ADDED:

Costs of compaction testing shall be included in the various pay items.

No separate payment will be made for dewatering. Include costs in the various items scheduled in the proposal.

Rock is defined as stone or hard shale in original ledge or masses and boulders over 1 cubic yard in volume that cannot be broken and removed by normal job equipment, such as a 3/4 yard power shovel, scoops or bulldozers (all in good normal operating condition), without the use of drills. Material which can be loosened with a pick, frozen materials, shale and hardpan which for convenience or economy is loosened by drilling coupled with wedging will not be classified as rock excavation. No separate payment will be made for removal of material that is not considered rock. Include costs in the various items scheduled in the proposal.

SECTION 203 – EMBANKMENT

203.02.01 Materials

THE FOLLOWING IS ADDED:

The Imported Granular Fill To Be Placed Shall Conform To The Following Gradation:

U.S. Standard Sieve Size	Percent Finer By Weight
2"	100
1"	80-100
3/8"	70-100
No. 10	50-100
No. 30	30-85
No. 60	15-65
No. 200	5-15

All fill material, whether granular fill or clean stone, shall be imported from a licensed quarry facility meeting the following requirements:

1. New Jersey Department of Labor and Workforce Development pursuant to the New Jersey Mine Safety Act, N.J.S.A. 34:6-98.1 et seq., and the regulations adopted thereunder at N.J.A.C. 12:185.1 et seq.; or
2. New York State Department of Environmental Conservation pursuant to the New York State Mined Land Reclamation Law, New York ECL § 23-2701, and the regulations adopted thereunder at 6 NYCRR 420.1 et seq.; or
3. Pennsylvania Department of Environmental Protection pursuant to the Pennsylvania Noncoal Surface Mining Conservation and Reclamation Act, 52 P.S. § 3311(a), and the regulations adopted thereunder at 25 Pa. Code §77.1 et seq.; or
4. Similar statutes and regulations from other states.

All imported fill material shall meet the following requirements:

1. Excavated from undisturbed geologic formations;
2. Obtained from a licensed quarry/mine;
3. Not located on or impacted by on-facility or off-facility contaminant sources;
4. Not comingled with any other material;
5. Not known or suspected of being contaminated;
6. Not adversely impacted by discharges of hazardous materials or chemical application;
7. Not affected by conditions or processes that would result in the introduction of contaminants into the licensed quarry/mine material in concentrations above any federal or state regulatory threshold or standard;
8. Not affected by conditions or processes that would increase the concentrations of natural contaminants already present in the licensed quarry/mine material to concentrations above regulatory concern, and;

9. If contaminant testing results are available for the project site, the natural contaminant concentrations in the fill to be imported are consistent with the concentrations existing at the project site.

Imported fill and clean stone shall be free from pieces coated with clay, caked stone dust and other objectionable materials. It shall not contain more than 5% of weathered and decomposed rock, not more than 5% of stone of types other than the type being used, in accordance with the specifications, and not more than 7%, by weight of flat or elongated pieces. A flat piece shall be one in which the ratio of the width to thickness of its circumscribing rectangular prism is greater than 5:1, and an elongated piece shall be one in which the ratio of the length to width of its circumscribing rectangular prism is greater than 5:1. The percentage of wear shall be determined in accordance with A.A.S.H.T.O. Designation T3.

203.03.02 Constructing Embankment

THE FOLLOWING IS ADDED:

The contractor shall install the material in lifts and compact the material to 95% compaction so that settling of the site does not occur.

203.04 MEASUREMENT AND PAYMENT.

THE ENTIRE SUBSECTION IS REPLACED BY THE FOLLOWING:

No separate payment shall be made for import, grading and compaction of fill material required to reach desired grades as shown on the plans, but price thereof shall be included in the price bid for the various items in the proposal.

DIVISION 300 – SUBBASE AND BASE COURSES

SECTION 301 – SUBBASE

301.04 MEASUREMENT AND PAYMENT.

THE ENTIRE SUBSECTION IS REPLACED BY THE FOLLOWING:

No separate payment shall be made for preparing, spreading, and grading all SUBBASE COURSES, as necessary to comply with the construction details provided on the plans but price thereof shall be included in the respective pay items.

SECTION 302 – AGGREGATE BASE COURSE

THIS SECTION IS ADDED:

No separate payment shall be made for aggregate base course used in the construction of driveways, sidewalks and/or curb but price thereof shall be included in the respective pay items.

DIVISION 400 – PAVEMENTS

SECTION 401 – HOT MIX ASPHALT (HMA) COURSES

401.01 Description

THE FOLLOWING SECTION IS ADDED:

The use of a nuclear density meter is recommended during construction to assist in confirming that compaction requirements have been met. However, the Contractor shall be aware that only asphalt core tests will determine final compliance in accordance with Section 401.03.07 H. of the Standard Specifications.

The Contractor shall submit a paving Plan to the Engineer prior to construction. It shall delineate number of paving passes, width and length. The Contractor shall maintain the existing crown within each roadway. A pavement pass shall not straddle the centerline. Sawcutting shall be performed at each paving limit before demolition activities begin. Additional payment for sawcut shall not be made.

Prior to milling operations, the Contractor shall meet with the Engineer to determine whether any utility castings must be reset to meet proposed grade. All castings shall be flush with the final elevation.

Any curb that has been damaged due to milling operations shall be replaced in kind by the Contractor at no cost to the owner.

The contractor is required to clean the roadway with a vacuum sweeper to the satisfaction of the Township Engineer prior to the application of tack coat.

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:

H. Air Void Requirements.

FOR LOCAL AID PROJECTS, THIS SUBSECTION IS REPLACED BY THE FOLLOWING.

Pavement lots are defined as approximately 15,000 square yards of pavement in Surface area. If pavement lot area is less than 5000 square yards, the District Local Aid Office may waive the air voids requirements.

The RE will designate an independent testing agency (Laboratory) to perform the quality assurance sampling, testing and analysis. The Laboratory is required to be accredited by the AASHTO Accreditation Program (www.amrl.net). The Laboratory's accreditation must include AASHTO T 166 and AASHTO T 209.

The Laboratory Technician 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.

The Laboratory will determine air voids from 5 (Five) 6 inch diameter cores taken from each lot in random locations within the traveled way and at least one core in each travel lane. The HMA Core Sampling Plan form provided on the Local Aid Website must be utilized by the Laboratory to determine the random locations of the cores. The Laboratory may rerun the random location functions on the HMA Core Sampling Plan form to resolve any conflicts generated by the

HMA Core Sampling Plan form and physical limitations of the HMA lot, such as utility conflicts, or the specifications defined herein. The coring locations must be designated by a station and offset, and offsets are taken from the left edge of the pavement in the direction of travel within the lane lines. The Laboratory must disclose the contents of the HMA Core Sampling Plan with the Contractor to assist in the schedule of construction.

The Laboratory will determine air voids of cores from the values for the maximum specific gravity of the mix and the bulk specific gravity of the core. The Laboratory will determine the maximum specific gravity of the mix according to NJDOT B-3 and AASHTO T 209, except that minimum sample size may be waived in order to use a 6-inch diameter core sample. The Laboratory will determine the bulk specific gravity of the compacted mixture by testing each core according to AASHTO T 166.

The Laboratory will calculate the percent defective (PD) as the percentage of the lot outside the acceptable range of 2 percent air voids to 8 percent air voids. The acceptable quality limit is 15 percent defective. For lots in which PD > 15, the Department will assess a negative pay adjustment.

The Laboratory will use and submit to the RE form DS8S-PD provided from The Local Aid District Office and verify manually the PD calculation.

The Laboratory will calculate pay adjustments based on the following:

1. Sample Mean ($\bar{X}$) and Standard Deviation (S) of the N Test Results ($X_1, X_2, \dots, X_N$).

$$\bar{X} = \frac{(X_1 + X_2 + \dots + X_N)}{N}$$

$$S = \sqrt{\frac{(X_1 - \bar{X})^2 + (X_2 - \bar{X})^2 + \dots + (X_N - \bar{X})^2}{N - 1}}$$

2. Quality Index (Q).

$$Q_L = \frac{(\bar{X} - 2.0)}{S}$$

$$Q_U = \frac{(8.0 - \bar{X})}{S}$$

3. **Percent Defective (PD).** Using NJDOT ST for the appropriate sample size, the Laboratory will determine PD_L and PD_U associated with Q_L and Q_U , respectively. $PD = PD_L + PD_U$
4. **Reduction Per Lot.** Calculate the reduction per lot as specified in Table 401.03.07-3:

Table 401.03.07-3

Reduction in Payment for Nonconformance to Air Void Requirements

Percent Defective (PD) Per Lot	Reduction Per Lot (%)
$0 < PD \leq 15$	0
$15 < PD \leq 30$	0.5
$30 < PD \leq 35$	2
$35 < PD \leq 40$	10
$40 < PD \leq 45$	15
$45 < PD \leq 50$	20
$50 < PD \leq 60$	30
$60 < PD \leq 75$	45
$PD > 75$	Remove & Replace

5. **Outlier Detection.** If $PD < 10$, the Laboratory will not screen for outliers. If $PD \geq 10$, the Laboratory will screen acceptance cores for outliers using a statistically valid procedure. The following procedure applies only for a sample size of 5 or 10.

1. The Laboratory will arrange the core results in ascending order, in which X_1 represents the smallest value and X_N represents the largest value.
2. If X_N is suspected of being an outlier, the Laboratory will calculate:

$$R = \frac{X_N - X_{(N-1)}}{X_N - X_1}$$

3. If X_1 is suspected of being an outlier, the Laboratory will calculate:

$$R = \frac{X_2 - X_1}{X_N - X_1}$$

4. For $N = 5$ if $R > 0.642$, the value is judged to be statistically significant and the core is excluded.
For $N = 10$ if $R > 0.412$, the value is judged to be statistically significant and the core is excluded.

If an outlier is detected for $N = 5$ and no retest is warranted, the Contractor may replace that core by taking an additional core at the same offset and within 5 feet of the original station. If an outlier is detected and a retest is justified, take a replacement core for the outlier at the same time as the 5 additional retest cores are taken. If the outlier replacement core is not taken within 15 days, the Laboratory will use the initial core results to determine reduction per lot.

If an outlier is detected for $N = 10$, the Contractor may replace that core by taking an additional core at the same offset and within 5 feet of the original station. If the outlier replacement core is not taken within 15 days, the Laboratory will use the initial core results to determine the reduction per lot.

6. **Retest.** If the initial series of 5 cores produces a percent defective value of $PD \geq 30$ for mainline or ramp lots, or $PD \geq 50$ for other pavement lots, the Contractor may elect to take an additional set of 5 cores at random locations chosen by the HMA Core Sampling Plan form. Take the additional cores within 15 days of receipt of the initial core results. If the additional cores are not taken within the 15 days, the Laboratory will use the initial core results to determine the PPA. If the additional cores are taken, the Laboratory will recalculate the reduction per lot using the combined results from the 10 cores.
7. **Removal and Replacement.** If the final lot $PD \geq 75$ (based on the combined set of 10 cores or 5 cores if the Contractor does not take additional cores), remove and replace the lot and all overlying work. The replacement work is subject to the same requirements as the initial work.

For shoulder lots, the Department will assess the calculated reduction per lot instead of removal and replacement. Fog seal the lot as specified in 422.03.01.

I. Thickness Requirements.

1. Total Thickness.

THE ENTIRE TEXT IN PART E IS CHANGED TO:

THIS SUBSECTION IS DELETED. IN NO INSTANCE WILL A COMPACTED AVERAGE THICKNESS OF LESS THAN 1.25 INCHES BE ACCEPTABLE.

J. Ride Quality Requirements.

THE ENTIRE TEXT IS CHANGED TO

The Department will evaluate the ride quality of the final riding surface of all constructed pavement on the project, for routes designated as National Highway System (NHS) and routes under NJDOT jurisdiction, using the International Roughness Index (IRI) according to ASTM E 1926. All NHS roadways are listed on the Department's website [here](#). The Department may evaluate ride quality of other routes not designated as NHS or under NJDOT jurisdiction. The final riding surface is defined as the last lift of the pavement structure where traffic will be allowed. The pavement will be evaluated using the current average IRI (C) to select the target IRI (T) from Table 401.03.07-8. The current average IRI (C) is defined as the preconstruction ride quality measured not more than two years from the start of the project pavement construction.

The RE will designate an independent testing agency to perform the ride quality testing and analysis. The testing agency is required to comply with testing and certification requirements according to NJDOT R-1. If the current average IRI (C) is not available, then the testing agency will test, analyze and report ride quality before pavement construction to measure current average IRI (C). The testing agency will use and submit to the RE the IRI Testing Summary Report form provided from The Local Aid District Office and verify manually the pay adjustment calculation.

Current IRI data for paving routes designated NHS or NJDOT jurisdiction can be made available by request by contacting Simon Nwachukwu at Simon.Nwachukwu@dot.nj.gov.

For projects paving routes designated NHS or NJDOT jurisdiction on mainline travel lanes equal to or greater than 2,500 feet length and any lane within the project of at least 1,000 feet length, the Department will evaluate the ride quality of the final riding surface of the mainline travel lanes using IRI. The Department will use the measured IRI to calculate the pay adjustment (PA) using pay adjustment equation (PAE) type PA1 as specified in Table 401.03.07-7. PA will be based on lots of 0.01 mile length. The PA will be zero for acceptable quality and negative for inferior quality work.

For projects paving routes designated NHS or NJDOT jurisdiction on mainline travel lanes of less than 2,500 feet length, the RE will visually inspect the final riding surface. Based on visual inspection, if the RE determines that the work may not conform to the ride quality requirements, then the Department will evaluate the ride quality of the final riding surface using IRI. Visual inspection by the RE is considered sufficient grounds for such evaluation. The Department will use the measured IRI to calculate the PA using pay equation type PA1 as specified in Table 401.03.07-7.

For paving on ramps and shoulders, the RE will visually inspect the final riding surface. Based on visual inspection, if the RE determines that the work may not conform to the ride quality requirements, then the Department will evaluate the ride quality of the final riding surface using IRI. Visual inspection by the RE is considered sufficient grounds for such evaluation. The Department will use the measured IRI to calculate the pay adjustment using pay equation type PA2 as specified in Table 401.03.07-7.

When paving over bridge structures on NHS or NJDOT jurisdiction roadways, the Department will use the measured IRI to calculate the pay adjustment using pay equation type PA3 as specified in Table 401.03.07-7.

For paving on Local roadways other than NHS and NJDOT jurisdiction on mainline travel lanes equal to or greater than 2,500 feet length and any lane within the project of at least 1,000 feet length, the Department may evaluate the ride quality of the final riding surface of the mainline travel lanes using IRI. Local roadways are defined as municipal and county roads that are not designated as part of the NHS. The Department will use the measured IRI to calculate the pay adjustment (PA) using pay adjustment equation (PAE) type PA4 as specified in Table 401.03.07-7.

1. **Smoothness Measurement.** The Department will test the longitudinal profile of the final riding surface for ride quality with a Class 1 Inertial Profiling System according to NJDOT R-1. If project conditions preclude the use of the Class 1 Inertial Profiling System, the Department will use a Class 1 Walking Profiler or lightweight profiler.
2. **Quality Control Testing.** Perform quality control testing during lift placement to ensure compliance with the ride quality requirements specified in Table 401.03.07-8.
3. **Preparation for IRI Testing.** Notify the RE when all paving is complete and the RE will request IRI testing by independent testing agency. Provide traffic control when the independent testing agency performs IRI testing. Perform mechanical sweeping of the surface before IRI testing. To facilitate auto triggering on laser profilers, place a single line of temporary pavement marking tape perpendicular to the roadway baseline at the beginning and end of each lane, shoulder, and ramp to be tested or as per direction of the independent testing agency. Submit the actual stationing for each temporary pavement marking tape location to the RE.
4. **Quality Acceptance.** The Department will determine acceptance and provide PA based on the following:
 - a. **Pay Adjustment.** The acceptable IRI for the roadway pavement will be the target IRI (T) from Table 401.03.07-8 rounded to the nearest whole number for which full payment will be made and will be determined using the latest available current average IRI (C) data. The number of lots for final pay adjustment will be reduced by the number of lots excluded for each segment shown in Table 401.03.07-7. Lots excluded from final PA will be those with the highest recorded IRI numbers for respective roadway and bridge deck segments. A single average IRI value and the corresponding PA for each 0.01 mile lot will be reported. IRI units are in inches per mile.

Table 401.03.07-7 Pay Adjustment Equations (PAE) for Ride Quality			
Pay Equation Type	Exclusions	Pay Equations	
PA1	As shown in the Special Provisions Table 401.03.07-7A	IRI < T	PA1 = 0 ²
		T ≤ IRI ≤ 170	PA1 = PAE
		IRI > 170	PA1 = -A or Corrective action
PA2	Will include, if tested	IRI ≤ 120	PA2 = 0 ²
		120 < IRI ≤ 170	PA2 = (IRI - 120) x (-\$5.00)
		IRI > 170	Maximum Negative Pay or Corrective action
PA3	Will include, if tested	IRI ≤ 120	PA3 = 0 ²
		120 < IRI ≤ 170	PA3 = PAE
		IRI > 170	PA3 = -A or Corrective action
PA4	Will include, if tested	IRI ≤ T	PA4 = 0 ²
		T < IRI ≤ T+80 or 170 whichever is higher	PA4 = (IRI - T) x (-\$1.25)
		IRI > T+80 or 170 whichever is higher	Maximum Negative Pay or Corrective action

$$PAE = \frac{A}{-37.75347 \times \log_e(T) + 194.87} - \frac{A}{-37.75347 \times \log_e(IRI) + 194.87}$$

$$A = 1267.2 \left[\frac{M}{9} + \frac{PD}{150} \right]$$

P = Bid price of last lift of the pavement structure to be evaluated or price listed in table 401.03.07-7B, whichever is higher, per Ton

D¹ = Design thickness of last lift to be evaluated, Inch

M = Bid price of Milling, per Square Yard

T = Target IRI

- For various design thicknesses of last lift to be evaluated within a segment, calculate the thickness using the following equation:

$$\text{Design thickness of last lift to be evaluated (D)} = \frac{D_1 N_1 + D_2 N_2 + \dots + D_N N_N}{N_1 + N_2 + N_3 + \dots + N_N}$$

Where:

D_N = Design thickness of the last lift to be evaluated of N sections having same mix, Inch

N_N = Number of lots of N section with design thickness D_N of last lift to be evaluated

- Positive pay adjustment will be used to offset negative pay adjustment. Total pay adjustment will not be greater than zero.

THE FOLLOWING IS ADDED:

Table 401.03.07-7A Exclusions for Resurfacing or Reconstruction

Roadway	Lane Number	Exclusions
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Lane designation is by increasing numbers from left to right in the direction of traffic with left lane being Lane 1.

Table 401.03.07-7B Minimum Value of P

Surface Course Mix	P
Hot Mix Asphalt (Dense Graded) with PG 64-22 binder	\$60.00
Hot Mix Asphalt (Dense Graded) with PG 64E-22 binder	\$70.00
Stone Matrix Asphalt, High Performance Thin Overlay, Ultra-Thin Friction Course, Open Graded or Gap Graded Mixes not specified in this table	\$80.00
Bridge Deck Waterproof Surface Course	\$250.00

Table 401.03.07-8 Target IRI for Resurfacing or Reconstruction (T)³

Roadway Type	Current average IRI (C)	New Construction or Reconstruction	Number of Operation for other than New Construction or Reconstruction ⁵			
			One ⁴	Two ⁴	Three ⁴	Four or More ⁴
Target IRI (T)						
NHS & NJDOT Freeways or Limited Access Highways	≤ 60	50	50	50	50	50
	61 to ≤95		53	50	50	50
	96 to ≤170		55	53	50	50
	171 to ≤200		0.64C ⁷	55	53	50
	201 to ≤285			58	55	50
	>286 ⁸			60	58	53
NHS & NJDOT	≤ 60	60	60	60	60	60

Roadways other than Freeways or Limited Access Highways with speed limit > 35 MPH	61 to ≤95		63	60	60	60
	96 to ≤170		66	63	60	60
	171 to ≤200		0.64C ⁷	66	63	60
	201 to ≤285			69	66	60
	>286 ⁸			72	69	63
NHS & NJDOT Roadways other than Freeways or Limited Access Highways with speed limit ≤ 35 MPH	≤ 60	70	70	70	70	70
	61 to ≤95		74	70	70	70
	96 to ≤170		77	74	70	70
	171 to ≤200		0.64C ⁷	77	74	70
	201 to ≤285			81	77	70
	>286 ⁸			84	81	74
Local Roadway with Posted Speed ≥45 MPH	C	80	0.7C or 80 whichever is higher	0.49C or 80 whichever is higher	0.34C or 80 whichever is higher	0.24C or 80 whichever is higher
Local Roadway with Posted Speed <45 MPH	C	100	0.84C or 100 whichever is higher	0.59C or 100 whichever is higher	0.41C or 100 whichever is higher	0.29C or 100 whichever is higher

- The Department will determine target IRI (T) of roadways containing multiple speed limits of greater than 35 MPH and less than or equal to 35 MPH based on the following equation:

$$\text{Target IRI of a roadway consists of N Roadway type (T)} = \frac{T_1 L_1 + T_2 L_2 + \dots + T_N L_N}{L_1 + L_2 + L_3 + \dots + L_N}$$

Where T_N is the Target IRI of N section and L_N is the length of N section in miles to the nearest 0.01 mile

- Current average IRI (C) is the average of the latest available preconstruction IRI data.
- The target IRI (T) is selected or calculated from the table and rounded to the nearest whole number.
- Multiply T with 1.05 for HMA over Concrete, if total HMA after proposed treatment is less than 8 inch thick.
- Milling is one operation. Paving each layer of asphalt mix is an individual operation unless plans specify paving a mix in two lifts. In such case, each lift is considered as an operation.
- Construction or reconstruction of full pavement box on subgrade is new construction or reconstruction.
- Use Pay Equation as below:

$$\begin{array}{ll} \text{IRI} \leq T & \text{PA} = 0 \\ \text{IRI} > T & \text{PA} = \text{PAE} \end{array}$$
- For paving over rubblized concrete, use C >286 to determine target IRI, then multiply T with 1.05 if total HMA after proposed treatment is less than 8-inch thick.
- Paving in one lift with no corrective work such as milling, grinding or pre-levelling of at least 25 percent of surface area of existing pavement is one operation.

- Corrective Action.** The Department may require corrective action or assess the maximum negative pay adjustment as computed in Table 401.03.07-7, if the average IRI after testing is performed of NHS or NJDOT jurisdiction roadway is greater than 170 inches per mile, or average IRI local roadway is greater than T+80 or 170 whichever is higher. If the Department requires corrective action submit a plan for corrective action. If the plan for corrective action is approved and the lot is corrected, the Department will retest and evaluate the corrected area as a new lot that must meet the same requirements as the initial work. If the plan for corrective action is not approved, the Department may require removal and replacement. The replacement work is subject to the same requirements as the initial work.

401.03.08 Core Samples

REPLACE THIS SUBSECTION WITH THE FOLLOWING:

The LPA will designate an independent testing agency (Laboratory) to perform the quality assurance sampling, testing and analysis. The Laboratory is required to be accredited by the AASHTO Accreditation Program (www.amrl.net). The Laboratory's accreditation must include AASHTO T 166 and AASHTO T 209. The Laboratory Technician 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.

Upon completion of an HMA lot, the Laboratory shall drill cores at random locations at least 12 hours after paving. Take cores in the presence of the RE. The Laboratory will determine air voids from 5 (Five) 6 inch diameter cores taken from each lot in random locations within the traveled way and at least one core in each travel lane. The HMA Core Sampling Plan form provided on the Local Aid Website must be utilized by the Laboratory to determine the random locations of the cores. The Laboratory may rerun the random location functions on the HMA Core Sampling Plan form to resolve any conflicts generated by the HMA Core Sampling Plan form and physical limitations of the HMA lot, such as utility conflicts, or the specifications defined herein. The Laboratory must disclose the contents of the HMA Core Sampling Plan with the Contractor to assist in the schedule of construction.

The Laboratory shall use drilling equipment with a water-cooled, diamond-tipped masonry drill bit that produces 6 inch nominal diameter cores for the full depth of the pavement. The Laboratory shall remove the core from the pavement without damaging it. After the Laboratory removes the core, the Laboratory shall remove all water from the hole. The Laboratory shall apply an even coating of tack coat to sides of the hole. The Laboratory shall place cold patching material or HMA in maximum lifts of 4 inches in the hole and compact each lift. If cold patching material is utilized to fill the coring hole, then it is not necessary to apply tack coat to the sides of the hole. The Laboratory shall ensure that the final surface is 1/4 inch above the surrounding pavement surface.

HMA cores are to be taken from the HMA lot for quality assurance sampling, testing and analysis within seven (7) days of completing the HMA lot. For test strip lots and the first traveled way lot, the Laboratory shall deliver cores from the field to the testing Laboratory within 48 hours of completing the lot. The Laboratory shall deliver all other acceptance cores within 7 days of completing the lot.

After each air void lot is placed, the Laboratory shall drill cores so that the full depth of the course is recovered for air void acceptance testing. If thickness acceptance testing is required as specified in 401.03.07.I, the Laboratory shall drill the surface course air void cores for the full depth of pavement.

The Laboratory shall utilize a tamper proof core sample box for core storage and transportation. The Laboratory shall ensure that the core sample box can be locked and sealed and is tamper proof in such a manner that it cannot be opened without removing the seals. The Laboratory shall ensure that the core sample box provides protection for the cores from being disturbed or damaged during transit. The Laboratory shall mark the assigned core number on the side of the sample. The Laboratory shall place core samples in the core sample box. The Laboratory shall transport the sealed core sample boxes to the testing Laboratory.

The Laboratory will not accept damaged core samples for testing. If the core sample box exhibits indications of tampering, the core samples will be rejected. If any core samples are rejected, drill a replacement core at the same offset and within 5 feet of the original station and deliver to the Laboratory as specified above within 48 hours.

If the project is utilizing quality control cores, the Laboratory shall provide the results of the quality control core testing to the Contractor in a timely manner which will not unnecessarily impede construction.

401.04 MEASUREMENT AND PAYMENT

<u>Item</u>	<u>Pay Unit</u>
HMA MILLING, 3" OR LESS (2" Mill)	SQUARE YARD
HOT MIX ASPHALT PAVEMENT BASE REPAIR	SQUARE YARD
HOT MIX ASPHALT 12.5M64 SURFACE COURSE, 2" THICK	TON

THE FOLLOWING IS ADDED:

No separate payment shall be made for prime coat or tack coat or any other materials required to properly construct the above mentioned pay items.

As per the Standard Specifications, the Hot Mix Asphalt Pavement Repair item shall include saw cutting, removal of damaged and loose material, compacting of the subgrade and HMA base course. The Hot Mix Asphalt Pavement Repair pay item shall also include any DGA required for repair of the pavement section. Payment for HMA surface course shall be made under the HMA surface course pay item.

DIVISION 600 – MISCELLANEOUS CONSTRUCTION

SECTION 601 – PIPE

601.04 MEASUREMENT AND PAYMENT

REVISE THE SECOND PARAGRAPH TO:

When the RE directs undercutting of unstable material in a pipe trench, 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.

THE FOLLOWING IS ADDED:

Trench openings shall not remain open overnight, unless adequately protected, within or adjacent to roadways on which traffic is being maintained or within the normal limits of pedestrian access.

Existing drainage flow during construction shall be maintained until proposed drainage facilities are completed and put into service.

Except where necessary to maintain flow, drains shall not be placed in embankment until it has been constructed to a height of at least 3 feet above the top of the pipe or to the top of the embankment, whichever is lower, and then a trench shall be excavated for placing of the pipe. Before the installation of RCP pipe, and at the discretion of the Engineer, a technical representative from the pipe manufacturer shall be on site for the first day of pipe installation to validate proper installation procedures.

Pipe shall be handled and stored carefully in order to prevent damage such as cracking, denting and breaking. Pipe shall be lifted off of the delivery vehicle in order to avoid damage while unloading. Pipe shall not be dragged off the vehicle. Pipe shall be stored in an area where it will not be damaged during construction operations. When pipe is stacked, it shall be properly blocked or strapped, and the bell and spigots shall alternate to reduce the load on the bells. Pipe that is damaged, bowed or considered unacceptable for other reasons will be rejected by the Engineer and shall not be used on the Project.

Sections of pipe damaged during construction shall be removed and replaced at no additional cost to the Owner.

Retest and Rejection: If any failure to conform to these specifications occurs, the pipe or fittings may be retested to establish conformity in accordance with agreement between the purchaser and seller. Individual results, not averages, constitute failure.

A manufacturer's certification that the product was manufactured, tested, and supplied in accordance with this specification, together with a report of the test results, and the date each test was completed, shall be signed by a personal authorized by the manufacturer.

Positive pitch must be maintained in all main lines and lateral lines.

Joints shall be made using manufacturer fittings including couplers, wyes, tees, end caps, and round pipe adapters. Pull sock back to make joint connections then replace the sock over the joint and secure with manufacturer tape. The split couplers should be secured with metal pins.

Joint Integrity: Assemble in-line coupling fittings to oblong corrugated pipe sections in accordance with the manufacturer's recommendations. Using pipe sections at least 6 in. (150 mm) in length, an assembled test sample shall be suspended with its longitudinal axis vertical. A load consisting of tare weight of 100 pounds shall be hung from the lower end of the specimen, without separating.

Inspection: Inspection of the material shall be made agreed upon by the purchase and the seller as part of the purchase order.

Retest and Rejection: If any failure to conform to these specifications occurs, the pipe or fittings may be retested to establish conformity in accordance with agreement between the purchaser and seller. Individual results, not averages, constitute failure.

Pipe will be inspected before and during backfilling operations. Any pipe found to be out of alignment, excessively settled, lifted, or damaged shall be removed and re-laid or replaced.

Joints for rigid pipe shall be made with mortar, grout, or gaskets. Other types of joints recommended by the pipe manufacturer may be permitted as approved by the Engineer. Corrugated metal pipe shall be joined by coupling bands.

The cost of all work associated with the complete installation of various types of pipes, including, but not limited to, trenching, NJDOT No. 57 coarse aggregate, filter fabric, filter fabric sleeve, sand, backfill material and compaction shall be included in the linear foot price bid for the related pipe item.

Payment for the installation of storm sewer pipe (HDPE, RCP, etc.) shall include all sawcutting, excavation, bedding, backfill, filter fabric, pipe and full depth pavement repair. Any pipe connections to proposed storm structures shall be not be paid separately, and be included under the various pipe pay items.

Payment for replacement of roof leader drains shall include all sawcutting, excavation, bedding, backfill, pipe fittings and trench restorations as required. PVC shall be Schedule 40 according to section 909.02.03 of the standard specifications. No separate payment will be made for connection of roof leaders to the proposed infrastructure. Include costs in the various items scheduled in the proposal.

Connections to core drilled existing inlets shall meet the requirements of ASTM C923, ASTM C1478 and ASTM F-2510. Provide PSX: Direct Drive, as manufactured by Press Seal Corporation, or approved equal.

If and where directed pay items for various pipe items shall be based upon a pipe depth not greater than 4'.

Item

18" REINFORCED CONCRETE PIPE, CLASS III

Pay Unit

LINEAR FOOT

Costs for all connection to the manholes, inlets and drainage structures shall be included in the linear foot price bid for the particular pipe item.

The linear foot price bid for the above pay items shall include all costs associated with layout and construction as recommended by the manufacturer, as shown on the construction details and as stated within these specifications.

The bid price shall also include the construction as illustrated within the construction details. No separate payment shall be made for the cost to restore the site. All costs for said restoration, including, but not limited to trench restorations, asphalt base course, dense graded aggregate, curb, concrete, etc., shall be included in the linear foot price for the particular pipe item.

SECTION 602 – DRAINAGE STRUCTURES

602.03.03 SETTING CASTINGS, RESETTING CASTINGS, AND RECONSTRUCTING INLETS AND MANHOLES

When modifying less than 1 foot of an inlet or manhole, set or reset the casting. When modifying 1 foot or more of an inlet or manhole, reconstruct the inlet or manhole.

Remove castings, damaged wall portions, and ladder rungs as directed by the RE. Reuse concrete as specified in 202.03.07.A. Dispose of other material as specified in 202.03.07.B.

Reconstruct the walls to the elevation shown, and, if necessary, install new ladder rungs. Set castings in mortar beds or anchor castings to the masonry as shown before finishing adjoining Items of work with the same final elevation. If excavation is required to reconstruct, backfill and compact using the directed method as specified in 203.03.02.C.

Set the manhole cover or bicycle safe grate on the casting. If the manhole cover or bicycle safe grate is loose or wobbles, grind to obtain a tight fit. Do not open to traffic until 3 days after the grout was set.

602.03.07 CURB PIECES

THE FOLLOWING SECTION IS ADDED:

Curb Pieces shall be 8" high or 6" high to match the existing curb piece to be replaced with Eco Head pieces or shall be 4" high as required for curb ramp transitions. "Drains to Waterway" shall be cast on top. The Contractor shall be responsible for preparing an inventory of the amount of 8", 6" or 4" heads needed for the project. The size of the various drainage structures shall be measured before the new heads and grates are ordered. Payment for same (8", 6" or 4") shall be made under the Curb Piece Pay Item.

602.04 MEASUREMENT AND PAYMENT

<u>Item</u>	<u>Pay Unit</u>
RESET EXISTING CASTING (IF/WHERE DIRECTED)	UNIT
RECONSTRUCTED INLET, TYPE B, USING NEW CASTING	UNIT
INLET TYPE 'B', DOGHOUSE	UNIT
BICYCLE SAFE GRATE (PHASE II STORMWATER COMPLIANT GRATE)	UNIT
CONVERT INLET TO MANHOLE	UNIT

SECTION 606 – SIDEWALKS, DRIVEWAYS, AND ISLANDS

606.01 Description

THE FOLLOWING SECTION IS ADDED:

For replacement of driveways (concrete or asphalt), the Contractor shall sawcut the existing driveway a minimum of 2' or as far back as directed by the Engineer. Separate payment shall not be made for sawcutting. For replacement of driveway (paver), pavers shall be removed to the required distance and stored on-site for resetting, as per the detail on the plan. Where pavers are damaged or broken during removal or construction, the Contractor shall provide pavers to match existing, at no additional cost to the Owner.

All concrete removed shall be disposed of at a New Jersey Approved Class "B" Recycling Facility. Documentation from the approved disposal facility showing the weight of material removed shall be provided to the municipality within 15 days of acceptance by the disposal facility. Material which can not be recycled shall be disposed of in accordance with Solid Waste Management Act (N.J.S.A. 13:1E-1) and N.J.A.C. 7:26.

Handicap ramps shall be constructed as shown on the Plan. Ponding on handicap ramps and flush curbs shall not be permitted. Handicap ramps shall be removed and replaced at the Contractor's expense if ponding is present. All Curb Ramps are to meet all current ADA Requirements. The dimensions and slopes presented in the detail sheets are the minimum to comply with the ADA and NJDOT Standards. Any deviation less than the minimum width or

greater than the maximum slope from these standards must be documented to show that the standards were met and are consistent with the most current DOJ and PROWAG regulations.

Curb Ramps require installation of Detectable Warning Surfaces. Mats shall be cut as required to span the length of the flush curb.

All utility valve covers, building facades, manhole and inlet grates shall be free of any splatter.

The Contractor shall schedule concrete work early in the day to ensure that the surface has hardened to prevent graffiti damage. The Contractor is responsible for providing protection for same. Police Traffic Directors hired for this purpose shall be paid by the Contractor at no additional cost to the owner.

Any damage to concrete curb due to milling operations shall be replaced in kind by the Contractor at no additional cost to the owner.

606.04 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 excavation available.

<u>Item</u>	<u>Pay Unit</u>
CONCRETE SIDEWALK, 4" THICK	SQUARE YARD
REINFORCED CONCRETE APRON, 6" THICK	SQUARE YARD
DETECTABLE WARNING SURFACE	SQUARE YARD

THE FOLLOWING TEXT IS ADDED:

Payment for sidewalk item shall include aggregate base course as per the details on the plans. Payment for sidewalk item shall include repair of grassed and/or stone areas behind the sidewalk, including but not limited to the application of topsoil, fertilizing and seeding, and straw mulching.

No separate payment shall be made for concrete removal and disposal, include cost under Clearing Site pay item.

SECTION 607 – CURB

607.01 Description

THE FOLLOWING TEXT IS ADDED:

Payment for curb items shall include repair of grassed and/or stone areas behind the curb, including but not limited to the application of topsoil, fertilizing and seeding, and straw mulching.

Roof drains through the curb shall be replaced with PVC. Separate payment shall not be made for the reconnection of the roof drains unless called out in the bid documents. The Contractor shall be responsible for providing positive slope from the roof drain to the new curb.

All concrete removed shall be disposed of at a New Jersey Approved Class "B" Recycling Facility. Documentation from the approved disposal facility showing the weight of material removed shall be provided to the municipality within 15 days of acceptance by the disposal facility. Material which can not be recycled shall be disposed of in accordance with Solid Waste Management Act (N.J.S.A. 13:1E-1) and N.J.A.C. 7:26.

607.04 MEASUREMENT AND PAYMENT

<u>Item</u>	<u>Pay Unit</u>
9" X 18" CONCRETE VERTICAL CURB	LINEAR FOOT

THE FOLLOWING TEXT IS ADDED:

Payment for curb items shall include aggregate base, if required, per the details on the plans.
Payment for curb items shall include repair of landscaped, vegetated and/or stone areas behind the curb and 1' of pavement base repair.

No separate payment shall be made for concrete removal and disposal, include cost under Clearing Site pay item.

The Engineer will measure the curb item by the linear foot along the face at the gutter line.

SECTION 610 – TRAFFIC STRIPES, TRAFFIC MARKINGS, AND RUMBLE STRIPS

610.01 Description

THE FOLLOWING PARAGRAPH IS ADDED:

The Contractor shall replace all existing roadway striping at its current location. Prior to installation, the Contractor shall obtain approval of the striping location from the local Traffic Safety Bureau and Engineer. The contractor shall install traffic stripes within no more than 48 hours of the road being paved.

610.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEMS ARE ADDED:

<u>Item</u>	<u>Pay Unit</u>
TRAFFIC STRIPES, 4"	LINEAR FOOT
TRAFFIC STRIPES, 8"	LINEAR FOOT
TRAFFIC MARKING LINES, 24"	LINEAR FOOT

THE SECOND PARAGRAPH IS CHANGED TO:

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

SECTION 612 – SIGNS

612.04 MEASUREMENT AND PAYMENT

<u>Item</u>	<u>Pay Unit</u>
REGULATORY AND WARNING SIGNS	SQUARE FOOT

THE FOLLOWING IS ADDED:

All costs associated with the purchase, delivery and installation of REGULATORY AND WARNING SIGNS as shown on the project plans, including, but not limited to, posts, concrete footings and mounting, shall be included in the pay item described above.

DIVISION 650 – UTILITIES

SECTION 651 – WATER

651.01 Description.

THE FOLLOWING SECTION IS ADDED:

The Contractor shall coordinate with the pertinent utility company prior to completing any work involving the resetting, relocating and/or installation of utility features. Buried valves/valve boxes shall be uncovered. Contractor shall not pave over any valves/valve boxes.

651.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

No separate payment shall be made for resetting water valve boxes but the cost thereof shall be included in the price bid for other items.

SECTION 652 – SANITARY SEWERS

652.01 Description.

THE FOLLOWING SECTION IS ADDED:

The Contractor shall coordinate with the pertinent utility company prior to completing any work involving the resetting, relocating and/or installation of utility features. Buried manholes shall be uncovered. Contractor shall not pave over any manholes.

652.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

No separate payment shall be made for resetting of sanitary sewer pipe cleanouts, but the cost thereof shall be included in the price bid for other items.

SECTION 653 – GAS

653.01 Description.

THE FOLLOWING SECTION IS ADDED:

The Contractor shall coordinate with the pertinent utility company prior to completing any work involving the resetting, relocating and/or installation of utility features. Buried valves/valve boxes shall be uncovered and reset to meet adjacent pavement surface. Contractor shall not pave over any valves/valve boxes.

653.04 MEASUREMENT AND PAYMENT

THE LAST PARAGRAPH IS DELETED.

THE FOLLOWING SECTION IS ADDED:

No separate payment shall be made for resetting gas valve boxes but the cost thereof shall be included in the price bid for other items.

DIVISION 700 – ELECTRICAL

SECTION 701 – GENERAL ITEMS

701.01 DESCRIPTION.

THE FOLLOWING SECTION IS ADDED:

Any Utility Pole near improvements, such as inlets, curbs or handicap ramps, shall be braced as directed in the field by the Engineer. No separate pay item shall be made for bracing but all costs shall be included within the price bid for other items.

701.04 Measurement and Payment

REVISE THE FIFTH PARAGRAPH TO:

If restoration of disturbed areas includes pavement, curb, sidewalk, driveway, or island, the Department will make payment for such work.

REVISE THE SIXTH PARAGRAPH TO:

When the RE directs the installation of a new conduit or a repair to the defective conduit, the Department will make payment for this work.

REVISE THE SEVENTH PARAGRAPH TO:

When the RE directs the contractor to install a tracer wire in existing conduit, the Department will make payment for this work.

REVISE THE EIGHTH PARAGRAPH TO:

The Department will not include payment for restoring disturbed areas in the various items of this section. The Department will pay for restoring disturbed areas (pavement, curb, sidewalk, driveway, or island).

REVISE THE NINTH PARAGRAPH TO:

The Department will not include payment when the re directs the installation of a new conduit or a repair to the defective conduit in the various items of this section. The Department will pay for the installation, when directed by the re, of a new conduit or a repair to the defective conduit.

REVISE THE TENTH PARAGRAPH TO:

The Department will not include payment when the RE directs the installation of a tracer wire in existing conduit in the various items of this section. The Department will pay for the installation, when directed by the RE, of a tracer wire in existing conduit.

DIVISION 800 – LANDSCAPING

SECTION 803 – PREPARATION OF EXISTING SOIL

803.04 MEASUREMENT AND PAYMENT

THE SECTION IS REVISED AS FOLLOWS:

Separate payment for the preparation of the existing soil for the installation of topsoil, seed and fertilizer adjacent to curb and sidewalk to be replaced shall not be made and shall be paid under various items.

SECTION 804 – TOPSOILING

804.04 MEASUREMENT AND PAYMENT

THE SECTION IS REVISED AS FOLLOWS:

The topsoil shall be uniformly distributed and compacted to a minimum of four (4) inches. Separate payment for installation of topsoil to curb and sidewalk to be replaced shall not be made and shall be paid under various items.

SECTION 806 – FERTILIZING AND SEEDING

806.04 MEASUREMENT AND PAYMENT

THE SECTION IS REVISED AS FOLLOWS:

The seed mix, type ERNMX-106, shall be uniformly distributed over the prepared seed bed areas indicated on the Construction Drawings or where directed by the Engineer. Separate payment for the seed and fertilizer adjacent to curb and sidewalk to be replaced shall not be made and shall be paid under various items.

SECTION 809 – MULCHING

809.04 MEASUREMENT AND PAYMENT

THE SECTION IS REVISED AS FOLLOWS:

Separate payment for straw mulching adjacent to curb and sidewalk to be replaced shall not be made and shall be paid under various items.

DIVISION 900 – MATERIALS

SECTION 901 – AGGREGATES

901.10.01 Virgin

The following is added:

Dense Graded Aggregate (DGA) may only be produced from virgin DGA as described within this section.

901.10.02 Recycled Concrete Aggregate

This section is replaced by the following:

The Contractor may not produce DGA from Recycled Concrete Aggregate (RCA).

901.10.03 Virgin and RAP Mixture

This section is replaced by the following:

The Contractor may not produce DGA by adding any percent of Reclaimed Asphalt Pavement (RAP) to virgin DGA.

SECTION 902 – ASPHALT

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 ENTIRE TEXT IS CHANGED TO:

- 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 917 – LANDSCAPING MATERIALS

917.05.01

THE FOLLOWING SHALL BE ADDED:

Grass Seed Mixture (ERNMX-106) or approved equal

Botanical Name	Common Name
30.00% Festuca arundinacea, 'Fawn'	Tall Fescue, 'Fawn'
30.00% Lolium perenne, 'Homerun'	Perennial Ryegrass, 'Homerun' (turf type)
15.00% Poa pratensis, 'Shamrock'	Kentucky Bluegrass, 'Shamrock'
15.00% Poa pratensis, 'Volt'	Kentucky Bluegrass, 'Volt'
10.00% Lolium multiflorum	Annual Ryegrass
100.00%	

Seeding Rate: 75-150 lb per acre, or 3-5 lb per 1,000 sq ft

APPENDIX B
PREVAILING WAGE RATES

APPENDIX "B"

State of New Jersey Department of Labor and Workforce Development Prevailing Wage Rate Determination – Morris County

For a copy of the prevailing wage rate determination please visit:

<https://www.nj.gov/labor/wagehour/wagerate/CurrentWageRates.html>

