

**TOWNSHIP OF EDISON, NEW JERSEY
DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASING**



Successful Bidder: Abhreen

**INFORMATION FOR BIDDERS, PROPOSAL AND
SPECIFICATIONS FOR:**

**PUBLIC BID NO. 17-54-01
INTERIOR FLOOR REPLACEMENT & INSTALLATION OF
ABOVE-FLOOR KENNEL SYSTEM AT
EDISON ANIMAL SHELTER – 125 MUNICIPAL BOULEVARD
TOWNSHIP OF EDISON, MIDDLESEX COUNTY, NJ**

BID SUMMARY SHEET

CONTRACTOR'S NAME		Abtzeen Design 2152 Whitesville Rd Toms River, NJ 08755 (732) 984-7464		William Kohl Construction 523 Newman Springs Rd Lincroft, NJ 07738 (732) 747-4381		Brunswick Builders, LLC PO Box 7315 East Brunswick, NJ 08816 (732) 960-1866	
ITEM	DESCRIPTION	CONTRACT QUANTITY & UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE
1	GENERAL WORK Inclusive of all mobilization; Removal of block dividing wall in dog kennel room; temporary removal of existing furniture and obstructions to floor installation; permanent removal & disposal of baseboards, kennel cages; remediation of materials/work areas (as required), and final clean up	LUMP SUM					
2	FLOOR INSTALLATION		\$14,500.00	\$14,500.00	\$59,800.00	\$59,800.00	\$34,025.00
2a	Repair and Level Existing Floors Furnishing and installing concrete and mortar to fill drainage trench and level floors as required and as directed; adjusting floor drains as required and as shown on the Plans; Remove & Replace pre-formed joint fillers on slab perimeter; repairing and sealing all cracks and spalls in floor slab; and all incidental work to prepare floor for epoxy overlay.	LUMP SUM					
2b	Install Epoxy Floor Furnishing & installing urethane concrete flooring system over prepared floor slab covering approximately 2,500 SF for a complete floor throughout the building.	LUMP SUM	\$13,750.00	\$13,750.00	\$20,800.00	\$20,800.00	\$40,829.00
3	ABOVE-FLOOR KENNEL INSTALLATION Furnishing & installing new freestanding above-floor kennel units within the dog kennel room, including all materials for a complete installation; layout of the kennel systems; incorporation of the drainage system into the existing floor drains; for a complete and functional installation.	LUMP SUM	\$38,500.00	\$38,500.00	\$67,400.00	\$67,400.00	\$47,634.00
TOTAL			\$99,000.00	\$99,000.00	\$118,300.00	\$118,300.00	\$149,707.00
EXCEPTIONS TAKEN (YES/NO)		YES	\$165,750.00		NO	\$272,195.00	

RESOLUTION R.369-062017

RESOLUTION ACCEPTING BID AND AWARDING CONTRACT TO ABHZEEN DESIGN FOR THE INTERIOR FLOOR REPLACEMENT & INSTALLATION OF ABOVE FLOOR KENNEL SYSTEM AT THE EDISON ANIMAL SHELTER – 125 MUNICIPAL BLVD

WHEREAS, bids were received by the Township of Edison on May 17, 2017 for Public Bid No. 17-54-01 INTERIOR FLOOR REPLACEMENT & INSTALLATION OF ABOVE FLOOR KENNEL SYSTEM AT EDISON ANIMAL SHELTER – 125 MUNICIPAL BLVD; and

WHEREAS, ABHZEEN DESIGN, 2152 Whitesville Road, Toms River, NJ 08755 submitted the lowest, legally responsible, responsive bid; and

WHEREAS, the maximum amount of the purchase shall not exceed \$165,750.00; and

WHEREAS, funds in the amount of \$165,750.00 have been certified to be available in the Various Building Improvements Account, number C-04-14-1872-310-001; and

WHEREAS, the Township Council accepts Edison Township's recommendations as described herein and as submitted on the summary spreadsheet.

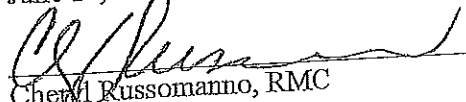
NOW, THEREFORE, IT IS RESOLVED by the Township Council of the Township of Edison, as follows:

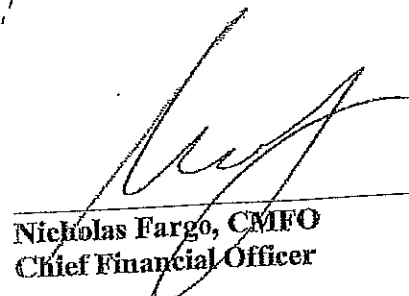
1. The lowest bid, submitted by ABHZEEN DESIGN, 2152 Whitesville Road, Toms River, NJ 08755 for the interior floor replacement and installation of an above floor kennel system at the animal shelter located at 125 Municipal Blvd, has been determined to be the lowest, legally responsible, responsive bid.
2. The Mayor, or his designee, is hereby authorized to execute a contract in the amount not to exceed \$165,750.00, and any other necessary documents, with ABHZEEN DESIGN as described herein.
3. The Purchasing Agent is hereby authorized to return any and all deposits and or bonds of the unsuccessful bidders.

CERTIFICATION OF AVAILABILITY OF FUNDS

I hereby certify that funds in the amount of \$165,750.00 are available for the above contract in Account No. C-04-14-1872-310-001.

THIS IS TO CERTIFY that this is a true and compared copy of an Resolution adopted by the Municipal Council of the Township of Edison at their Combined Meeting of June 14, 2017.


Cheryl Russomanno, RMC
Municipal Clerk


Nicholas Fargo, CMFO
Chief Financial Officer

CONTRACT AGREEMENT

THIS AGREEMENT, authorized by the Municipal Council on June 14, 2017 and effective as of the date signed by the Mayor is between the **TOWNSHIP OF EDISON**, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, party of the first part, and **ABHZEEN DESIGN** organized and existing under the laws of the State of New Jersey, duly authorized to conduct business in the State of New Jersey and having its principal office at 2152 Whitesville Road, Toms River, NJ 08755, party of the second part.

WITNESSETH, that the said party 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 covenants and agrees to furnish to the Township of Edison under **CONTRACT NO. 17-54-01 INTERIOR FLOOR REPLACEMENT & INSTALLATION OF ABOVE FLOOR KENNEL SYSTEM AT EDISON ANIMAL SHELTER** in an amount not to exceed **\$165,750.00**, as set forth in the Information for Bidders, Proposal, Specifications and Resolution **#R. 369-062017** awarding this contract which are hereby made a 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 the agreement, and will furnish said material or service required, at no change in the unit price bid herein, upon specified notice at any time during the period ending one year from the date of this Contract. The party of the second part agrees to make payment of all proper charges for materials required as aforementioned, and indemnify and save harmless the party of the first part, it's 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 may be put by reason to injury to person or property of others resulting from carelessness in the supplying of materials through any improper or defective machinery, implements or appliances used by the said party of the second part in the supply of materials, or through any act or omission of the part of the said party of the second part, or his agent or servant.

It is also agreed and understood that the acceptance of the final payment by the bidder shall be considered as a release in full of all claims against the Township of Edison, in the County of Middlesex, out of or by reason of the materials furnished under this contract.

In consideration of the promises the party of the first part hereby agrees to pay the party of the second part for said materials when supplies in accordance with these requirements, for the actual quantity of material furnished under each item scheduled in the proposal, at the respective unit prices bid therefore by the party of the second part, payments to be made within thirty (30) days after completion of the contract if lump sum, or delivery of material and/or services and upon certification of the Director of the Using Department.

IN WITNESS THEREOF: the said party of the first part has caused this instrument to be signed by its Mayor, attested by its Clerk, pursuant to a Resolution of the said party passed for the purpose. The party of the second part has caused this instrument to be signed by its Chairman/Owner/President and attested; has its corporate seal to be hereunto affixed, if applicable.

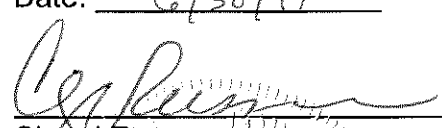
TERM: This agreement will remain in effect for a period of one (1) year from the date of the contract or until the depletion of the maximum dollar amount allotted for this contract. If the maximum dollar amount is depleted prior to the contract term, additional funds may be authorized by the council to complete the term of the contract at their discretion, or this contract may be rebid, whichever is in the best interest of the Township.

17-54-01
CONTRACT NUMBER
INTERIOR FLOOR REPLACEMENT & INSTALLATION OF ABOVE FLOOR KENNEL SYSTEM AT
EDISON ANIMAL SHELTER
CONTRACT TITLE

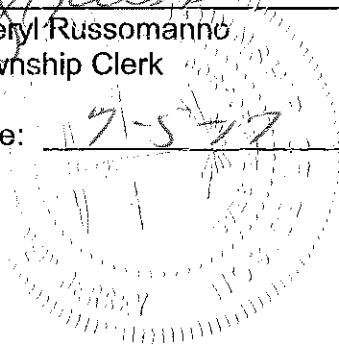
FOR THE TOWNSHIP:


Thomas Lankey
Mayor

Date: 6/30/17


Cheryl Russomanno
Township Clerk

Date: 6-30-17

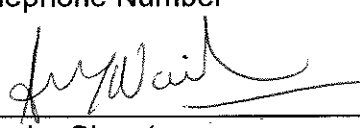


FOR THE VENDOR:

Abhzeen Design
Company Name

2152 Whitesville Road, Toms River
Address
NJ

732-984-7464
Telephone Number


Vendor Signature

Alpna Naik
Print name

President
Print Title

Date: 06/19/17

Enter your taxpayer identification number in the appropriate box. For individuals and sole proprietors, this is your social security number. for other entities, it is your employer identification number.

S.S. # _____

Employer I.D. # 26-2978044

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**TOWNSHIP OF EDISON
NOTICE TO BIDDERS**

ADDENDUM #1 ADDED

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Purchasing Agent, for the Township of Edison, County of Middlesex, State of New Jersey on Wednesday, May 17, 2017 at 11:00 a.m. prevailing time at the Edison Municipal Complex, 100 Municipal Blvd., Edison, NJ 08817 at which time and place bids will be opened and read in public for:

DESCRIPTION: PUBLIC BID NO. 17-54-01

**Interior Floor Replacement &
Installation of Above-Floor Kennel System
at Edison Animal Shelter – 125 Municipal Boulevard
Township of Edison, New Jersey**

The purpose of this contract is to install a new Epoxy Floor System within the one-story Edison Township Animal Shelter Building, which contains eight rooms and approximately 2,500 square feet. This contract also includes furnishing and installing a total of twenty-two (22) freestanding, above-ground canine kennel units, of varying sizes, within the Dog Kennel Room (25'± 50'±). Work associated with this contract includes removing the existing vinyl tile within portions of the building, removing minor interior dividing walls within the dog kennel room, leveling floors within the cat kennel room, modifying floor drains, repairing cracks and spalls in the existing concrete floor slab, removal of existing kennel cages and all incidental work necessary for a complete and operational installation.

Specifications and other bid information may be obtained at the Purchasing Division, Edison Municipal Complex, 100 Municipal Blvd., Edison, NJ 08817, between the hours of 8:30 am and 4:00 pm or via email request at purchasing@edisonnj.org.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

ATTEST:

Laura Popick
Purchasing Agent

INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

I. SUBMISSION OF BIDS

1. Sealed bids shall be received by the contracting unit, hereinafter referred to as "Township," in accordance with public advertisement as required by law, with a copy of the notice being attached hereto and made a part of these specifications.
2. Sealed bids will be received by the designated representative at the time and location as stated in the Notice to Bidders, and at such time and place will be publicly opened and read in public. The Township reserves the right to postpone the date for presentation and opening of Proposals.
3. The bid shall be submitted in a sealed envelope: (1) addressed to the Township, (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 and/or bid # of the contract being bid.
4. It is the bidder's responsibility to ensure that bids are received in the Office of the Purchasing Agent at the time and at the place designated. Bids may be hand delivered or mailed; however, the Township 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 3, above, must also appear on the outside of the express mail envelope. Bids received in the Office of the Purchasing Agent after the designated time and date will be returned unopened.
5. Sealed bids forwarded to the Township 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.
6. The entire proposal section of the bid package as well as the Bid Document Checklist (L-1) is to be returned completed as well as any other requested documentation. All proposals must be made upon the proposal forms attached hereto and must be signed and acknowledged by the bidder with original signatures, in accordance with the directions in the Proposal. All prices and amounts must be written in ink or preferably machine-printed on the P-1A form(s) only and should give the unit price in figures and the total price for the work, both in words and in figures (where applicable). 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 Township. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
7. 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.

8. 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

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bid documents:

☒ BID GUARANTEE

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, and being not less than \$350.00, or more than \$20,000.00 payable unconditionally to the Township. When the contract is based on percentages off catalogs, the bid bond shall be in the amount of \$350.00. 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 Township. 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.

☒ CONSENT OF SURETY

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 Township 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 consent of surety form shall result in rejection of the bid.

☒ PERFORMANCE BOND

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.

☒ LABOR AND MATERIAL (PAYMENT) BOND

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.

☒ MAINTENANCE BOND

Upon acceptance of the work by the Township, the Contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed 100% of the project costs guaranteeing against defective quality of work or materials for the period of two (2) years.

III. INTERPRETATION AND ADDENDA

1. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Township. The bidder accepts the obligation to become familiar with these specifications.
2. 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 (3) 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 Township of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

3. 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 Township'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 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 Township's interpretations or corrections thereof shall be final.

When issuing addenda, the Township 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.1.

4. Discrepancies in Bids

- 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.
- 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 Township of the extended totals shall govern.

5. If checked below, a Pre-Bid Conference is required for this bid.

- ☒ A pre-bid conference for this proposal will be held on Wednesday, April 19, 2017 at 11:00AM at the project site. 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

1. The use in these specifications by brand name or by such specified description of same as is hereby made, is intended to convey to the bidder's understanding, the degree of excellence required and will be used as a standard by which goods and services offered as equivalent will be evaluated. Any item, component, or material which conforms to the standards and excellence as established by these specifications, and is of equal merit, strength, durability and appearance and can perform the desired function, is deemed eligible for offer as a substitute.
2. Variations between the goods and services described and the goods and services offered (or any other component of this bid package) are to be fully identified and described by the bidder on the "Exceptions to Public Bid" sheet P-1B and submitted with the bid proposal

form. The term "Exceeds" or other like terms shall not be acceptable as an explanation of noncompliance. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. 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 and conditions of contract as described in the bid specification be provided or performed.

3. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The Township reserves the right to evaluate the equivalency of the goods and services.
4. 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 Township harmless from any damages resulting from such infringement.
5. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
6. The Contractor shall guarantee any or all goods and services supplied under these specifications for a period of one year from date of delivery unless otherwise specified herein. Defective or inferior goods shall be replaced at the expense of the Contractor. The Contractor will be responsible for return freight or restocking charges.
7. All goods supplies shall be new and unused and of the latest technology unless otherwise specified in the bid specifications.

V. INSURANCE AND INDEMNIFICATION

1. The Contractor is required to have the following insurance under this contract. All coverage shall be with insurance carriers licensed to do business in New Jersey and acceptable to the Township of Edison:
 - Workers Compensation - During the life of this contract the Contractor shall procure and maintain Worker's Compensation insurance including Employers Liability Coverage in accordance with the statutes of the State of New Jersey. Notice of Cancellation - Sixty (60) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to The Division of Purchasing, Township of Edison, 100 Municipal Blvd., Edison, NJ 08817.
 - Commercial General Liability Insurance - During the life of this contract the Contractor shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal injury, Bodily Injury and Property Damage. Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all explosion, collapse and underground (XCU) exclusion; (F) Per contract aggregate. Notice of Cancellation - Sixty (60) days advanced written notice of cancellation, non-renewal, reduction

and/or material change shall be sent to The Division of Purchasing, Township of Edison, 100 Municipal Blvd., Edison, NJ 08817.

- Motor Vehicle Liability Insurance- During the life of this contract the Contractor shall procure and maintain Motor Vehicle Liability Insurance, including applicable no-fault coverage, with limits of liability not less than \$1,000,000 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. Notice of Cancellation – Sixty (60) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to The Division of Purchasing, Township of Edison, 100 Municipal Blvd., Edison, NJ 08817.

If checked below, the successful bidder is also required to have the following coverage:

- ☐ Owners/Contractors Protective Liability-During the life of this contract, the Contractor shall procure and maintain a separate Owners/Contractors Protective Liability policy with limits of not less than \$3,000,000 per occurrence and/or aggregate, combined single limit, Personal Injury and Property Damage. The Township of Edison shall be "Named Insured" on the policy. Notice of Cancellation – Sixty (60) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to The Division of Purchasing, Township of Edison, 100 Municipal Blvd., Edison, NJ 08817.

2. Indemnification - The Contractor shall indemnify, defend, and save harmless the Township, at the contractors own cost and expense, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him, by reason of any act or omission of the said Contractor, his agents or employees, in the delivery of goods, execution of the work, or in the guarding of it.

The Contractor shall, and is hereby authorized to, obtain and pay for such insurance, will protect the Township from it's contingent liability under this contract, and the Township's right to enforce against the Contractor any provision of this article shall be contingent upon full compliance by the Township with the terms of such insurance policy or policies, a copy of which shall be deposited with the Township.

3. Additional Insured – The following shall be additional insured's: The Township of Edison, including all elected and appointed officials, all employees and volunteers, all boards, commissioners and/or authorities and their board members, employees and volunteers.

This coverage shall be primary to the Additional insured's, and shall not be contributing with any other insurance or similar protection available to the additional insured's, whether other available insurance be primary, contributing or excess.

4. Proof of Insurance Coverage – The Contractor Shall provide the Township of Edison at the time the contracts are returned for execution, Certificates of Insurance and/or polices acceptable to the municipalities.

5. Continuation of Coverage – If any of the above coverage's expires during the term of the contract, the contract shall deliver renewal certificates and/or policies to the municipality at least ten (10) days prior to the expiration date.
6. Deductibles – The Contractor shall be solely responsible for payment of any deductibles and/or "Self-Insured Retentions".

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

1. The Township is exempt from any local, state or federal sales, use or excise tax.
2. The prices shall remain firm for a period of one year from the date of the contract unless otherwise stated in the specifications. The prices shall include the delivery and furnishing of all materials, plant, equipment, tools, scaffolds, items, set up costs, artwork and all other facilities, and the performance of all labor and services necessary for proper completion of the work, except such as may be otherwise expressly provided in the Contract Documents. The Township shall not be charged for travel costs.
3. Estimated Quantities: The Township 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. The Township cannot be held bound to any maximum or minimum quantities. Nor shall the township be prohibited from placing multiple orders within the statutory life of the awarded contract(s).
4. 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.
5. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for shipping, handling, 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 Township. The township shall not be responsible for delivery costs of any type. No additional charges will be allowed for any transportation costs resulting from partial shipments made. Placement may require inside deliveries. Delivery will be made to Edison Township as indicated on the purchase order unless otherwise noted herein.
6. CONTRACT TRANSITION – In the event that a new contract has not been awarded prior to the contract expiration date of any existing contract, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract. This extension shall be at the sole discretion of the Township.

VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

1. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Exhibit B of this bid specification.

- 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.

2. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as Appendix 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 Township harmless.

3. 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 (10%) 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 (P-2) shall be completed and attached to the bid proposal. The language of N.J.S.A. 52:25-24.2 is repeated verbatim below. **IT IS STRONGLY SUGGESTED THAT BIDDERS READ THE LANGUAGE BELOW CAREFULLY SINCE FAILURE TO SUBMIT SAID CERTIFICATION OR FAILURE TO PROPERLY COMPLETE SAID CERTIFICATION SHALL RESULT IN REJECTION OF YOUR BID.** 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.

52:25-24.2. Bidders to supply public agencies; statement of ownership of 10% interest in corporation or partnership

No corporation or partnership 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, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, 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, exceeding the 10% ownership criteria established in this act, has been listed.

4. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44); P.L. 2009, c.315 (A-557/S2366)

Business Registration Certificate (N.J.S.A. 52:32-44) - New Jersey business organizations and foreign business organizations doing business in the State of New Jersey are required to obtain a Business Registration Certificate (BRC) from the State of New Jersey Department of Treasury, Division of Revenue. "Business organization" means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof. N.J.S.A. 52:32-44 also requires the contractor to provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor. A BRC may be 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. P.L. 2009, c.315 (A-557/S2366); reforms the Business Registration Certificate requirements. Please refer to the above bill as well as N.J.S.A. 52:32-44 to abide by all requirements concerning the business registration rules and regulations.

A copy of the BRC is not required to be submitted with the bid but must be provided prior to authorization/award of contract. However, the Business Registration Certificate must have been obtained prior to or on the last date for the submission of bids.

5. 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.

6. PREVAILING WAGE ACT

If applicable, 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 Township 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/lssse/lspubcon.html.

In the event it is found that any workman, employed by the Contractor or any Subcontractors covered by the contract, has been paid a rate of wages less than the prevailing wage required to be paid by the Contractor, 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 failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the township for any excess costs occasioned thereby.

The Contractor or Subcontractor is required to do the following:

- Pay to all workmen engaging in the performance of services directly upon a public work, the prevailing rate of wages specified in this contract.
- Keep an accurate record showing name, craft, trade and actual hourly rate of wages paid to each workman employed by him in connection with any public work. Records shall be preserved for two years from date of payment.
- Post the prevailing wage rates for each craft and classification involved, as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work and at such place or places as are used by them to pay workmen their wages; and
- File written statements with the Township Treasurer or Director of Finance certifying to the amounts then due and owing to any and all workmen for wages due on the account to the public work. The statements shall set forth the names of the persons whose wages are unpaid and amount due to each. The statements should be verified by the oaths of the contractor or subcontractor, as the case may be.

7. DAVIS BACON ACT

If this project is being funded with Federal Funds received from the U.S. Department of Housing and Urban Development (HUD) as part of the Community Development Block Grant (CDBG), the contractor shall be subject to the provisions of the Federal Labor Standards (Davis Bacon), which shall be conditions of the contract. Additional information may be obtained at <http://www.wdol.gov/>.

8. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

If applicable, 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/lasse/lspubcon.html.

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

9. NON-COLLUSION AFFIDAVIT

The Affidavit (P-3) shall be properly executed and submitted with the bid proposal.

10. 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.

11. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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 (P-4) to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the certification.

12. SUBCONTRACTING

In the event the bidder proposes to subcontract for goods and/or services to be performed under the terms of the contract award, he/she shall complete the "SUBCONTRACTOR CERTIFICATION FORM" (P-5) for approval. This Certification shall list the subcontractors and the products and/or services to be supplied by them. Nothing in the specifications shall be construed as creating any contractual relationship between any Subcontractor and the Township of Edison.

If Bidder is utilizing subcontractors, or if bidder is not utilizing subcontractors (in which case insert the word "None" on the form and sign and submit the form) failure to submit the Subcontractor Certification Form will be cause for rejection of the bid as non-responsive.

VIII. METHOD OF CONTRACT AWARD

1. The contract shall remain in effect for a period of one (1) year from the execution of the contract unless otherwise noted in these 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, Number 5, for additional information.

Upon contract award, execution of the Contract in a form attached hereto (Attachment A), and authorization to proceed, authorization is only for the scope specified, and within the not to exceed dollar amount. If at any point, it is anticipated that work may exceed the scope or dollar amount, the managing Department Director must be immediately notified in writing. No work shall be performed or materials supplied without a purchase order. The Township will not be responsible

for payment for unauthorized work performed or materials ordered without a purchase order.

2. If the award is to be made on the basis of a base bid only, it shall be made to that responsive, responsible bidder submitting the lowest base bid.
3. 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 responsive, responsible bidder submitting the lowest net bid.
4. The Township may also elect to award the contract on the basis of unit prices.
5. The Township may award the contract to multiple bidders based on lowest bid per item or as a lump sum to one bidder, whichever is in the best interest of the township.
6. If two or more bidders submit bids in the same amount, the Township shall have the right to award a contract to any one of such bidders.
7. The form of contract is included as attachment "A". Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the Township.
8. The township reserves the right to waive immaterial formalities. The Township reserves the right to procure these items under State/County Contracts or Shared Service Agreement/Cooperative Purchasing if so desired. The Township also reserves the right to procure these items under other Township Contracts. This is allowable even during the course of this contract.
9. The acceptance of a Proposal shall bind the successful bidder to execute the contract and to be responsible for liquidated damages.
10. The Township and the successful bidder, in accordance with N.J.S.A.40A:11-24 (b), shall execute said contract within twenty-one (21) days, Sundays and holidays excluded after Notice of Award. The parties however may agree to extend the twenty-one (21) day period in the event the contract cannot be signed in a timely manner. Failure or neglect of the bidder to execute said contract or to contact the Township to request an extension to execute said contract shall constitute a breach and the Township can award the contract to the next lowest bidder.

IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

1. All bids pursuant to N.J.S.A. 40A:11-13.2;
 - The lowest bid substantially exceeds the cost estimates for the goods or services.
 - The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services.
 - The governing body of the contracting unit decides to abandon the project for provision or performance of the goods or services.

- The contracting unit wants to substantially revise the specifications for the goods or services.
 - The purposes or provisions or both of P.L.1971, c.198 (C.40A:11-1 et seq.) are being violated.
 - The governing body of the contracting unit decides to use the State authorized contract pursuant to section 12 of P.L.1971, c.198 (C.40A:11-12).
2. If more than one (1) bid is received from an individual, firm or partnership, corporation or association under the same name;
 3. Multiple bids from an agent representing competing bidders;
 4. The bid is inappropriately unbalanced;
 5. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
 6. If the successful bidder fails to enter into a contract within twenty one (21) days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Township may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

X. TERMINATION OF CONTRACT

1. 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 Township 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 Township of any obligation for balances to the Contractor of any sum or sums set forth in the contract. Township will pay only for goods and services accepted prior to termination.
2. Notwithstanding the above, the contractor shall not be relieved of liability to the Township for damages sustained by the Township by virtue of any breach of the contract by the Contractor and the Township may withhold any payments to the Contractor for the purpose of compensation until such time as the exact amount of the damage due the Township from the Contractor is determined.
3. The Contractor agrees to indemnify and hold the Township 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 Township under this provision.
4. In case of default by the Contractor, the Township may procure the goods or services from other sources and hold the Contractor responsible for any excess cost.
5. 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 Township reserves the right to cancel the contract.

6. 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 must be approved by the Township.

7. 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 Township.
8. The Township may terminate the contract for convenience by providing 60 calendar days advance written notice to the Contractor.

XI. PAYMENT

1. No payment will be made unless duly authorized by the Township's authorized representative and accompanied by proper documentation.
2. Payment will be made in accordance with the Township's policy and procedures. The Township shall not be charged interest or any other late fees.
3. When a contract includes hourly rates, the invoice must be itemized indicating hours worked.
4. When a contract includes parts/materials to be paid at a percentage above contractor's price, the invoice must be itemized indicating the list of parts/materials used. For parts/materials used, copies showing proof of materials purchased by contractor along with their purchase price must be provided.

GENERAL CONDITIONS

SECTION 101 -- GENERAL INFORMATION

101.01 INTRODUCTION. Wherever in the Specifications or other Contract Documents the following abbreviations and terms, or pronouns in place of them are used, the intent and meaning, unless a different intent of meaning is clearly indicated, shall be interpreted as set forth in the following subsections.

The titles and headings of the Sections, Subsections and Subparts herein are intended for convenience of reference and shall not be considered as having bearing on their interpretation.

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

When a publication is specified, it shall refer to the most recent date of issue prior to the date for the receipt of bids for the Project unless the issue as of a specific date of year is provided for.

101.02 ABBREVIATIONS. Wherever the following abbreviations are used, they are to be construed the same as the respective expressions represented.

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ANSI	American National Standards Institute
API	American Pipe Institute
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
FHWA	Federal Highway Administration
FSS	Federal Specifications and Standards, General Services Administration
IMSA	International Municipal Signal Association
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association

NJAC	New Jersey Administrative Code
NJDOT	New Jersey Department of Transportation
NJSA	New Jersey Statutes Annotated
MUTCD	Manual on Uniform Traffic Control Devices
OSHA	Occupational Safety and Health Administration
PCI	Prestressed Concrete Institute
SSPC	Steel Structures Painting Council
UL	Underwriters' Laboratories

101.03 TERMS. Whenever the following terms, or pronouns in place of them, are used, the intent and meaning, less a different intent or meaning is clearly indicated, shall be interpreted as set forth in the following:

ACCEPTANCE: The formal written acceptance by the OWNER of an entire Contract which has been completed in all respects in accordance with the Contract Documents.

ADVERTISEMENT: The public announcement as required by law, inviting bids for work to be performed or materials to be furnished.

AGREEMENT: See "Contract."

APPLICATION FOR PAYMENT: On the form furnished by OWNER which is to be used by CONTRACTOR in requesting progress payments and which is to include the schedule of values required by subsection 109.01 and an affidavit of CONTRACTOR that progress payments theretofore received on account of the work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for payment.

ARCHITECT: The Person, Firm or Corporation named as such in the Agreement; also known as "Engineer".

AWARD: The decision of the OWNER to accept the Proposal of the lowest responsible Bidder, subject to the execution and approval of a satisfactory Contract based thereon and bonds to secure the performance thereof, and such conditions as may hereinafter be specified or required by law.

BID: See "PROPOSAL."

BIDDER: Any person, firm or corporation submitting a Bid for the work.

BONDS: Bid and performance bonds and other instruments of security, furnished by CONTRACTOR and his surety in accordance with the Contract Documents.

CHANGE ORDER: A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Contract.

COMPLETION: Completion of the Project shall occur when: 1) the work has been satisfactorily completed in all respects in accordance with the Contract Documents; 2) The Project is ready for use by the OWNER to the degree required by the terms of Contract, and; 3) the CONTRACTOR has satisfactorily executed and delivered to the ENGINEER, or caused to be satisfactorily executed and delivered to the ENGINEER, all documents, certificates and proofs of compliance required by the Contract Documents, it being understood that the satisfactory execution and delivery of said documents, certificates and proofs of compliance to the ENGINEER is a material requirement of this Contract.

CONDITIONAL AWARD: Where compliance with a Federal requirement or a requirement imposed as the result of the Project being a cooperative endeavor involving one or more states, governmental bodies, private parties, or a combination thereof, makes it not reasonably possible to award the Contract within a 30 day period, the OWNER will, nevertheless, make an award, conditioned upon the later grant of approval by the Federal Government or such other State, Governmental body or private party, or combination thereof.

CONSTRUCTION OPERATIONS: Construction operations shall include site clearing, demolition, movement of utilities or other facilities and actual construction of any of the temporary or permanent structures or roadways required by the Contract. The term shall not include mobilization, procurement and storage of materials and plant, providing engineering, Performance Bonds, surveys, field offices, or other schedules, certificates, forms, or documents necessary prior to the performance of work on Pay Items.

CONTRACT: The Contract Documents from the Contract between the OWNER and the CONTRACTOR setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials and the basis of payment. The contract represents the entire and integrated agreement between the parties and supercedes all prior negotiations, representations or agreements, either written or oral.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instructions to Bidders, CONTRACTOR's Bid, the Bonds, the Notice of Award, these General Conditions, the Technical Specifications, any additional Specifications or conditions, Drawings and Change Orders.

CONTRACT PRICE: The total monies payable to CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of days stated in the Agreement for the completion of the work, computed as provided in the contract documents.

CONTRACTOR: The person, firm or corporation with whom OWNER has executed the Agreement.

DAY: A business day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

ENGINEER: The previous or present Township Engineer as applicable of Edison Township and his agents, representatives and employees.

FIELD ORDER: A written order issued by ENGINEER which clarifies or interprets the Contract Documents in accordance with Subsection 105 orders minor changes in the work in accordance with Subsection 104.03.

HIGHWAY, STREET OR ROAD: A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

HOLIDAYS: Any day that the Municipal Offices are closed in celebration of a Holiday.

INSPECTOR: The ENGINEER'S authorized representative assigned to inspect contract performance, methods and materials related to the work both on and off the site of the Project.

INVITATION FOR BIDS: The Advertisement for Proposals for all work or materials on which bids are required. Such advertisement will indicate the location of the Project, the scope of work to be done and the time and place of the opening of Proposals.

MATERIALS: Any substances specified for use, or reasonably required, in the construction of the Project

MUNICIPAL BUSINESS DAY: A calendar day, exclusive of Saturdays, Sundays, Township recognized legal holidays, and such other holidays or office closing as declared by the Township of Edison.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified. OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the contract Documents.

OWNER: A public body or authority, corporation association, partnership, or individual for whom the work is to be performed, including the Owner's designated representative such as the Township Engineer, Consulting Engineer, Architect or construction manager and if not specified otherwise the Owner's Representative will be the Township Engineer.

PAY ITEM: A specifically described item of work for which the bidder provides a per unit or lump sum price in the Proposal.

PERFORMANCE BOND: The approved form of security, executed by the CONTRACTOR and his surety or sureties, guaranteeing complete performance of the Contract in conformity with the Contract Documents.

PLANS: The approved plans, profiles, typical sections, cross sections, shop drawings and supplemental drawings, or exact reproductions thereof, which show the location, character, dimensions, and details of the work to be done.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

PROPOSAL: The offer of a bidder, properly signed and guaranteed, on the prepared forms furnished by the OWNER, to perform the work and to furnish the labor and materials at the prices quoted.

PROPOSAL FORM: The approval form on which the OWNER requires bids to be prepared and submitted for the work.

PROPOSAL GUARANTEE: The security furnished with a proposal to guarantee that the bidder will enter into the Contract if his bid is accepted.

RESIDENT PROJECT REPRESENTATIVE: The authorized representative of ENGINEER who is assigned to the Project site or any part thereof, the RE.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment material or some portion of the work.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work.

STRUCTURES: Bridges, culverts, inlets, retaining walls, cribbing manholes, end walls, buildings, sewers, service pipes, underdrains, foundation drains and other features which may be encountered in the work and not otherwise classed herein.

SUBCONTRACTOR: An individual, partnership, firm or Corporation, or any acceptable combination thereof, to which the CONTRACTOR subcontracts part of the work pursuant to subsection 108.01.

SUBSTANTIAL COMPLETION: The date as certified by ENGINEER when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for

which it was intended; or if there be no such certification, the date when final payment is due in accordance with Subsection 108.18.

SURETY: The corporate body bound with and for the CONTRACTOR, for the full and complete performance of the Contract.

TOTAL CONTRACT PRICE: The correctly determined summation of lump sum bids and products of all quantities per Pay Items shown in the Proposal multiplied by the unit prices bid.

UTILITY: A publicly, privately or cooperatively owned agency or agencies operated by one or more persons or corporations for public service. For purposes of this Contract, railroads shall be considered utilities.

WORK: Work shall mean the furnishings of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the Project and the carrying out of all duties and obligations imposed by the Contract, including all alterations, amendments or extensions thereto made by change order or other written orders of the ENGINEER.

101.04 In order to avoid cumbersome and confusing repetition of expressions in these specifications, it is provided that whenever anything is, or is to be, done, if, as, or, when, or where "contemplated, required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approval, approved, disapproved, acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected, or condemned," it shall be understood as if the expression were followed by the words "by the ENGINEER" or "to the ENGINEER," or "by the ARCHITECT" or "to the ARCHITECT," or by the "OWNER'S Representative" or "to the OWNER'S Representative."

SECTION 102 -- BIDDING REQUIREMENTS AND CONDITIONS

102.01 QUALIFICATIONS TO BID: Unless otherwise indicated in Technical Specifications, each Bidder shall be prepared to submit, within five days of OWNER'S written request, an experience questionnaire and a confidential financial statement which shall be certified by a certified public account. The statement shall include a complete report of the Bidder's financial resources and liabilities, equipment, past record, personnel, and evidence of authority to conduct business in the jurisdiction within which the project is located.

102.02 CONTENTS OF THE PROPOSAL: The Proposal will state the location and description of the Project, will show the approximate estimate of the various quantities and kinds of work to be performed or materials to be furnished and will have a schedule of Pay Items for which bid prices are invited. The Proposal Form and accompanying Information for Bidders will state the time period within which the work must be completed, the amount of the Proposal Bond and the date, time and place of the opening of Proposals. Specifications will also include any special provisions or requirements peculiar to the particular project under consideration.

All papers bound with or attached to the Proposal Form are considered a part thereof and must not be detached or altered when the Proposal is submitted.

Other Contract Documents will be considered a part of the Proposal whether attached or not.

The prospective bidder will be required to pay the OFFICE OF THE PURCHASING AGENT, the sum stated in the invitation to bid for each copy of the Proposal Form, Specifications and Plans.

102.03 DISQUALIFICATION OF PROSPECTIVE BIDDERS: The OWNER reserves the right to disqualify or refuse to receive a proposal form from a prospective bidder or reject a Proposal after having received same for any of the following reasons:

- 1) OMITTED
- 2) OMITTED
- 3) OMITTED
- 4) Failure to comply with any bidder qualification regulations of the OWNER.
- 5) Any reasons as allowed by law, including but not limited to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

102.04 OMITTED

102.05 "IF AND WHERE DIRECTED" ITEMS: The Proposal Form may request bids on one or more Pay Items to be incorporated into the Project, "if and where directed" by the ENGINEER. Such items may not be located on the Plans. The estimated quantities set out in the Proposal for such items are presented solely for the purpose of obtaining a representative bid price, but are not intended to indicate the OWNER's anticipation as to the quantities of such items which will actually be incorporated into the Project. Depending on field conditions, such "if and where directed" items may or may not be incorporated into the Project and if incorporated may be many times the estimated quantity or only a fraction thereof.

Incorporation of such items shall only be made on written directions of the ENGINEER. In the absence of written directions, no such items shall be incorporated into the Project and if incorporated shall not be paid for. The ENGINEER may order incorporation of such items at any location within the Contract area, and at any time during the Contract Time, as modified by change order. The CONTRACTOR shall make no claim for additional compensation because of any increase, decrease or elimination of such items, nor because of an increase or decrease in the amount of work due to the field conditions encountered in incorporating such items into the Project.

102.06 EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK: The bidder shall examine carefully the site of the proposed work and the contract documents before submitting a Proposal. The submission of a bid shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Contract Documents.

1) Investigation of Subsurface and Surface Conditions: If the OWNER has made investigations of subsurface conditions in areas where work is to be performed under the Contract, or in other areas, some of which may constitute possible local material sources, such investigations have been made only for the purpose of study, estimating and design. These investigations, while considered by the OWNER to be sufficient for design purposes in both scope and content, are not necessarily sufficient for construction purposes and are not keyed to the needs of the Bidder and CONTRACTOR. Moreover, such investigations and the use made thereof, by the OWNER and/or its consultant, are consistent with

engineering standards applicable to an engineer engaged in the design of roadway pavement reconstruction projects.

If such investigations have been made, and identified in the Technical Specifications of this Document, bidders may, upon written request, inspect the records of the OWNER as to such investigations subject to and upon the conditions set forth herein.

It is expressly understood and agreed that the OWNER assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the subsurface investigations, the records thereof, or of the interpretations set forth therein or made by the OWNER in its use thereof other than as used to establish a design for the Project in its as-built condition. There is no warranty or guaranty, either expressed or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unlooked for developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

The availability or use of information described in this Subsection is not to be construed in any way as a waiver of the above provisions in this subsection and a Bidder is cautioned to make such independent investigation and examination as he deems necessary to satisfy himself as to conditions to be encountered in the performance of the work and, with respect to possible local material sources, the quality and quantity of material available and the type and extent of processing that may be required in order to produce material conforming to the requirements of the Contract Documents. No information derived from such inspection of records of investigations or compilation thereof made by the OWNER or from the Consultant, or his assistants, will in any way relieve the bidder or CONTRACTOR from any risk or from properly fulfilling the terms of the contract.

2) Right-of-way availability: The bidder is expected to consider the effect upon his work schedule of any delays in right-of-way availability as may be set forth in the Supplementary Conditions. The submission of a bid shall be considered prima facie evidence that the bidder has considered such delays and made allowance for them in the progress schedule.

3) Utilities: The bidder is expected to consider the effect upon his work schedule of required utility relocations and/or realignments and other considerations as set forth in Subsection 105.06, Paragraphs 1 and 2. He shall make a diligent investigation of all utilities on the job site and contact all utilities inquiring as to their planned operations and existing and proposed facilities prior to bidding.

4) Other Contractors: The bidder shall examine the site and adjacent areas so as to be fully aware of other contractors working on or adjacent to the site. He shall become fully aware of the operations of such contractors before bidding and how their operation will affect his progress. The bidder should also consider, and allow for in bidding, the right of the OWNER at any time to contract for and perform other or additional work on or near the work site, and the conditions and terms of this contract relative thereto as set forth in Subsection 105.02.03.

5) Mass Diagram And Other Cross Sections: The swell or shrinkage of excavated material and direction and quantities of haul or overhaul as and if shown on said mass diagram are for the purpose of design only, and in like manner as provided in subpart(1) above, concerning furnishing information resulting from subsurface investigations, the OWNER assumes no responsibility whatever in the interpretation or

exactness of any of the information shown on said mass diagram, and does not, either expressly or implicitly, make any guaranty of the same.

Similarly, the cross sections contained in the plans are not intended to be relied upon to accurately indicate the location or quantities of rock and soil. The bidder should independently make an investigation as to the location, quality, and quantity of rock and soil.

102.07 OMITTED

102.08 OMITTED

102.09 OMITTED

102.10 BID GUARANTEE – SEE “INSTRUCTIONS TO BIDDERS AND STATUORY REQUIREMENTS”, SECTION II, “BID SECURITY AND BONDING REQUIREMENTS”

102.11 CONSENT OF SURETY: SEE “INSTRUCTIONS TO BIDDERS AND STATUORY REQUIREMENTS”, SECTION II, “BID SECURITY AND BONDING REQUIREMENTS”

102.12 OMITTED

102.13 OMITTED

102.14 OMITTED

102.15 OMITTED

102.16 MATERIAL GUARANTEE: The successful bidder may be required to furnish a complete statement of the origin, composition, and manufacture of any or all materials to be used in the construction of the work together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

SECTION 103

103.01 OMITTED

103.02 OMITTED

103.03 CANCELLATION OF AWARD: The OWNER reserves the right to cancel the award of any Contract at any time before the execution of said Contract by all parties without any liability against the OWNER.

103.04 RETURN OF PROPOSAL BOND: SEE “INSTRUCTIONS TO BIDDERS AND STATUORY REQUIREMENTS”, SECTION II, “BID SECURITY AND BONDING REQUIREMENTS”

103.05 PERFORMANCE BOND: SEE "INSTRUCTIONS TO BIDDERS AND STATUORY REQUIREMENTS", SECTION II, "BID SECURITY AND BONDING REQUIREMENTS"

103.06 OMITTED

103.07 OMITTED

SECTION 104 -- SCOPE OF WORK

104.01 COPIES OF DOCUMENTS: OWNER shall furnish to CONTRACTOR one copy of the Contract Documents for the execution of the work. Additional copies will be furnished, upon request, at the price set forth in the fee schedule as outlined in the Edison Township Code or as provided for in the Technical Specifications.

104.02 CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS: It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents.

104.03 UNFORESEEN PHYSICAL CONDITIONS: CONTRACTOR shall promptly notify OWNER and ENGINEER in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents, however this provision shall not relieve the CONTRACTOR of his duties and responsibilities in Section 102.06. ENGINEER will promptly investigate those conditions and advise OWNER in writing if further surveys or subsurface tests are necessary. Promptly thereafter, OWNER shall obtain the additional surveys and tests as recommended by the Engineer and furnish copies to ENGINEER and CONTRACTOR. If ENGINEER finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonable have been anticipated by CONTRACTOR, a change Order shall be issued incorporating the necessary revisions.

104.04 CHANGES IN THE WORK:

1) Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the work involved. All such work shall be executed under the applicable conditions of the contract documents. If any change order causes an increase or decrease in the contract price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in subsections 104.05 and 104.09 on the basis of a claim made by either party.

2) ENGINEER may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If CONTRACTOR believes that any minor change or alteration authorized by ENGINEER entitles him to an increase in the Contract Price, he may make a claim therefore as provided in Subsection 104.05.

3) Additional work performed by CONTRACTOR without written authorization of a change order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except as provided in Subsection 104.04, Paragraph 2 and Subsection 105.09, Subparagraph 6.2.

4) OWNER shall execute appropriate Change Orders prepared by ENGINEER covering changes in the work to be performed as provided in Subsection 104.03 and any other claim of CONTRACTOR for a change in the contract Time or the Contract Price which is approved by ENGINEER.

5) It is CONTRACTOR'S responsibility to notify his Surety of any changes affecting the general scope of the work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

6) Authorization of a Change Order requires Edison Township Municipal Council approval via a resolution.

104.05 CHANGE OF CONTRACT PRICE:

1) The contract price constitutes the total compensation payable to CONTRACTOR for performing the work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the contract price.

2) The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to OWNER and ENGINEER within five days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within fifteen days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

3) The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

3.1) Where the Work involved is covered by unit prices contained in the contract Documents, by application of unit prices to the quantities of the items involved.

3.2) By mutual acceptance of a lump sum.

3.3) On the basis of the cost of the work (determined as provided in subsection 104.06) plus a Contractor's fee for overhead and profit (determined as provided in subsection 104.07).

104.06 COST OF THE WORK: The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 6 of this subsection:

1) Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses

of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

- 2) Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.
- 3) Payments made by CONTRACTOR to the Subcontractors for work performed by subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to OWNER who will then determine with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the cost of the work shall be determined in accordance with this subsection 104.06. All subcontractors shall be subject to the other provisions of the contract documents insofar as applicable.
- 4) Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the work.
- 5) Supplemental costs including the following:
 - 5.1) The proportion of necessary transportation, traveling and expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the work.
 - 5.2) Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.
 - 5.3) Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.
 - 5.4) Sales, use or similar taxes related to the work, and for which CONTRACTOR is liable, imposed by any governmental authority.
 - 5.5) Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses.
 - 5.6) Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to , the work, provided they have

resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the cost of the work for the purpose of determining contractor's fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in subsection 104.07, Paragraph 2.

5.7) The cost of utilities, fuel and sanitary facilities at the site.

6) The term cost of the work shall not include any of the following:

6.1) Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the work and not specifically included in the schedule referred to in subsection 104.06, Paragraph 1, all of which are to be considered administrative costs covered by the Contractor's Fee.

6.2) Expenses of CONTRACTOR'S principal and branch offices other than his office at the site on a per diem basis.

6.3) Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the work and charges against CONTRACTOR for delinquent payments on a per diem basis.

6.4) Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the contract documents to purchase and maintain the same (except as otherwise provided in this subsection 104.06, subparagraph 5.9) on a per diem basis.

6.5) Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in this Subsection 104.06 on a per diem basis.

104.07 CONTRACTOR'S FEE: The Contractor's Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows:

1) A mutually acceptable fixed fee; or, if none can be agreed upon,

2) A fee based upon the following percentages of the various portions of the Cost of the Work;

2.1) for costs incurred under Subsection 104.06, Paragraphs 1 and 2, the Contractor's Fee shall be five percent (5%);

2.2) for costs incurred under Subsection 104.06, Paragraph 3, the Contractor's Fee shall be five percent (5%); and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the subcontractor as a fee for overhead and profit shall be five percent (5%); and

2.3) no fee shall be payable on the basis of costs itemized under Subsection 104.06, Paragraphs 4, 5 and 6.

- 3) The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.
- 4) Whenever the cost of any Work is to be determined pursuant to Subsection 104.06, Paragraphs 1 through 5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

104.08 NO CASH ALLOWANCES: It is understood that CONTRACTOR has included in the contract price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers or Subcontractors and for such sums within the limit of the allowances as ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

104.09 CHANGE OF THE CONTRACT TIME: The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within five days of the occurrence of the event giving rise to the claim. However, the CONTRACTOR shall provide verbal notice to the ENGINEER within twenty four hours. Notice of the extent of the claim with supporting data shall be delivered within fifteen days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

- 1) The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in this Subsection 104.09. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.
- 2) All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Subsection 104.09 shall not exclude recovery for damages (including compensation for additional professional services) for delay by the CONTRACTOR.

SECTION 105 -- CONTROL OF WORK

105.01 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to ENGINEER'S attention in writing at once and before proceeding with the work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the specifications or Drawings. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Agreement,

Modifications, Addenda, Technical Specifications, Instructions to Bidders and Statutory Requirements, General Conditions, and Drawings. Figure dimensions on Drawings shall govern over scale dimensions, and detailed drawings shall govern over General Drawings. Any work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

105.02 REFERENCE POINTS: If OWNER has any engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the work OWNER shall provide same to CONTRACTOR. CONTRACTOR shall be responsible for surveying and laying out the Work (unless otherwise provided in the Technical Specifications), and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. He shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes of grades or locations. CONTRACTOR shall replace and accurately relocate all reference points so lost, destroyed or moved,

105.03 RECORD DRAWINGS: CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to ENGINEER and shall be delivered to him for OWNER upon completion of the Project. At the completion of the project, the contractor shall have an as-built drawing on mylar prepared by a Licensed N.J. Professional Land Surveyor. The as-built shall show all property lines, pavement, curbs, storm sewer with inverts, top of grate elevations, pipe sizes, length of pipe and cross section every 50 feet at no additional cost to the owner. (Note: Further provisions in respect to such record drawings may, if applicable, be included in the Technical Specifications).

105.04 SHOP DRAWINGS AND SAMPLES:

1) After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for approval, in accordance with the accepted schedule of shop Drawing Submissions (see Subsection 108.04, Paragraph 2) five copies (or at ENGINEER'S option, one reproducible copy) of all shop Drawings, which shall have been checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. The data shown on the shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable ENGINEER to review the information as required.

2) CONTRACTOR shall also submit to ENGINEER for approval with such promptness as to cause no delay in work, all samples required by the contract documents. All samples will have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

3) At the time of each submission, CONTRACTOR shall, in writing, call ENGINEER'S attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents.

4) ENGINEER will review and approve, with reasonable promptness, shop Drawings and samples, but his review and approval shall be only for conformance with the design concept of the Project and

for compliance with the information given in the Contract Documents. The approval of a separate item, as such, will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of corrected copies of shop Drawings and resubmit new samples until approved. CONTRACTOR shall direct specific attention in writing or on resubmitted shop Drawings to revisions other than the corrections called for by ENGINEER on previous submissions. CONTRACTOR'S stamp of approval on any Shop Drawing or sample shall constitute a representation to OWNER and ENGINEER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

5) Where a Shop Drawing or sample submission is required by the Specifications, no related Work shall be commenced until the submission has been approved by ENGINEER. A copy of each approved shop Drawing and each approved sample shall be kept in good order by CONTRACTOR at the site and shall be available to ENGINEER.

6) ENGINEER'S approval of Shop Drawings or samples shall not relieve CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER'S attention to such deviation at the time of submission and ENGINEER has given written approval to the specific deviation, nor shall any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

(Note: Further provisions in respect to Shop Drawings and samples, if applicable, may be included in the Technical Specifications.)

105.05 CLEANING: CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work and, at the completion of the work, he shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore, to their original condition, those portions of the site not designated for alteration by the Contract Documents. (Note: Further provisions in respect of cleaning may be included in the Technical Specifications.)

105.06 WORK BY OTHERS:

1) OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore. CONTRACTOR shall afford the other contractors who are parties to such direct contracts (or OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his work with theirs.

2) If any part of CONTRACTOR'S work depends for proper execution or results upon the work on any such other contractor (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing, any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure to report shall constitute an acceptance of the other work as fit and proper for the relationship of his work except as to defects and deficiencies which may appear in the other work after the execution of his work.

3) CONTRACTOR shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and of the other contractors whose work will be affected.

4) If the performance of additional work by other contractors or OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Subsections 104.05 and 104.09.

5) Relocation of utilities as required shall be relocated by the CONTRACTOR. It is understood and agreed that the contractor has considered in his bid all costs to relocate utilities and the costs of the permanent and temporary utility appurtenances.

The contractor shall allow other contractors and utility companies and their agents access to their work within the site of the project. The contractor shall and hereby does agree to make no claims against the Township for additional payment due to delays or conditions created by the operations of such other parties.

105.07 OWNER'S RESPONSIBILITIES:

1) OMITTED

2) In case of termination of the employment of ENGINEER, OWNER shall appoint an Engineer or other OWNER'S Representative.

3) OWNER shall furnish the data required of him under the Contract Documents promptly and shall make the payments to CONTRACTOR promptly after they are due as provided in Section 109.

4) OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Subsections 107.01 and 105.02. Subsection 107.02 refers to OWNER's identifying and making available to CONTRACTOR copies of surveys and investigation reports, of subsurface and latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specification.

5) OWNER's responsibilities in respect to insurance are set forth in "INSTRUCTIONS TO BIDDERS AND STATUORY REQUIREMENTS section V - INSURANCE AND INDEMNIFICATION".

6) In addition to his rights to request changes in the work in accordance with Subsection 104.04, OWNER (especially in certain instances as provided in Subsection 104.04, Paragraph 4) shall execute Change Orders as approved by Edison Township Municipal Council.

7) In connection with OWNER's right to stop work or suspend work, see Subsection 105.09, Paragraph 7 and Subsection 108.08, Paragraph 1. Subsection 108.08, Subparagraph 2.1 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

105.08 ENGINEER'S STATUS DURING CONSTRUCTION:

1) Owner's Representative: ENGINEER will be OWNER's Representative during the construction

period unless OWNER designates a different OWNER's Representative as provided herein. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in Sections 104 through 111 of these General conditions and shall not be extended without written consent of OWNER and ENGINEER.

2) Visits to Site: ENGINEER will make periodic visits to the site to observe their progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. His efforts will be directed toward providing assurance for OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep OWNER informed of the progress of the work and will endeavor to guard OWNER against defects and deficiencies in the Work of contractor.

3) OMITTED

4) Rejecting Defective Work: ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in Subsection 105.09, Paragraph 2 or has been damaged prior to approval of final payment). He will also have authority to require special inspection or testing of the work as provided in Subsection 105.09, Subparagraph 6.2, whether or not the work is fabricated, installed or completed.

5) Shop Drawings, Change Orders and Payments:

- 5.1) In connection with ENGINEER's responsibility for Shop Drawings and samples, see Subsection 105.04.
- 5.2) In connection with ENGINEER's responsibility for Change Orders, see subsection 104.04 through 104.09.
- 5.3) In connection with ENGINEER's responsibilities in respect of Applications for Payment, etc., see Section 109.

6) Resident Project Representatives: If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative and assistants to assist ENGINEER in carrying out his responsibilities at the site. The duties, responsibilities and limitation of authority of any such Resident Project Representative and assistants shall be as set forth within these Contract Documents or within an exhibit to be incorporated in said Contract Documents.

7) Decisions on Disagreements:

- 7.1) ENGINEER will be the interpreter of the requirements of the contract documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both OWNER and CONTRACTOR. He will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred to ENGINEER for decision; which he will render in writing within a reasonable time.
- 7.2) Either OWNER or CONTRACTOR may demand arbitration with respect to any such claim, dispute or other matter that has been referred to ENGINEER, except any which have been

waived by the making or acceptance of final payment as provided in Subsection 109.12, such arbitration to be in accordance with Subsection 107.15. However, no demand for arbitration of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to ENGINEER if he has not rendered his written decision before that date, unless ENGINEER requests a reasonable extension to a specified date. No demand for arbitration shall be made later than thirty days after the date on which ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which arbitration is sought;

and the failure to demand arbitration within said thirty days' period shall result in ENGINEER's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

8) Limitations on ENGINEER's Responsibilities:

8.1) Neither ENGINEER's authority to act under this Subsection 105.08 or elsewhere in the Contract Documents nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any material man, fabricator, supplier or any of their agents or employees or any other person performing any of the Work.

8.2) ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.3) ENGINEER will not be responsible for the acts or omissions of CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other persons at the site or otherwise performing any of the Work.

105.09 WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, AND CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK:

1) Warranty and Guarantee: CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in this Subsection 105.09, Paragraph 2. All unsatisfactory Work, all faulty or defective Work, and all Work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests or approvals, shall be considered defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Subsection 105.09.

2) Tests and Inspections: If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by some public body, CONTRACTOR shall assume full responsibility therefore pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. All other inspections, tests and approvals required by the contract documents shall be performed by organizations acceptable to OWNER and CONTRACTOR and the costs thereof shall be borne by CONTRACTOR unless otherwise specified.

3) CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all inspections, tests or approvals. If any such Work required so to be inspected, tested or approved is covered without written approval of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation, and such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of his intention to cover such work and ENGINEER has not acted with reasonable promptness in response to such notice.

4) Neither observations by ENGINEER nor inspections, tests or approvals by persons other than CONTRACTOR shall relieve CONTRACTOR from his obligations to perform the work in accordance with the requirements of the Contract Documents.

5) Access to Work: ENGINEER and his representatives and other representative of OWNER will, at all times, have access to the Work. CONTRACTOR shall provide proper and safe facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

6) Uncovering Work:

6.1) If any work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for his observation and replaced at CONTRACTOR's expense.

6.2) If any work has been covered which ENGINEER has not specifically requested to observe prior to its being covered, or if ENGINEER considers it necessary or advisable that covered work be inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services.

7) Owner May Stop the Work: If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or if CONTRACTOR fails to make prompt payments to Subcontractor or for labor, materials or equipment, OWNER may order CONTRACTOR to stop the work, or any portion thereof, until the cause for such order has been eliminated. However, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

8) Correction or Removal of Defective Work: If required by ENGINEER prior to approval of final payment, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective work, whether or not fabricated, installed or completed, or, if the work has been rejected by ENGINEER, remove it from the site and replace it with non-defective work. If CONTRACTOR does not correct such defective work or remove and replace such rejected work within a reasonable time, all as specified in a written notice from ENGINEER, OWNER may have the deficiency corrected or the rejected work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR, and an appropriate deductive Change Order shall be issued. CONTRACTOR shall also bear the expenses of making good all work of others destroyed or damaged by his correction, removal or replacement of his defective work.

9) Two Year Correction Period: If after the approval of final payment and prior to the expiration of two years after the date of substantial completion or such longer period of time as may be prescribed

by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective work. If CONTRACTOR does not promptly comply with the terms of such instructions, OWNER may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

10) Acceptance of Defective Work: If, instead of requiring correction or removal and replacement of defective work, OWNER (and, prior to approval of final payment, also ENGINEER) prefers to accept it, he may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price for the cost for OWNER to replace the defective work, or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by CONTRACTOR to OWNER.

11) Neglected Work by Contractor: If CONTRACTOR should fail to execute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, OWNER, after seven days' written notice to CONTRACTOR may, without prejudice to any other remedy he may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against CONTRACTOR if ENGINEER approves such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to OWNER.

SECTION 106-CONTROL OF MATERIAL

106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS: The materials used on the work shall meet all quality requirements of the Contract or as otherwise required by law, rule, regulation or directive of any agency having jurisdiction over the work. In order to expedite the inspection and testing of materials, the CONTRACTOR shall notify the ENGINEER of his proposed sources of materials prior to delivery. At the option of the ENGINEER, materials may be approved at the source of supply before delivery is started. If it is found after trial that sources of supply for previously approved materials do not produce specified products the CONTRACTOR shall furnish materials from other sources.

106.02 LOCAL MATERIAL SOURCES: Possible sources of local materials may be designated on the plans and described in the Technical Specifications. The quality of material in such deposits will be acceptable in general, but the CONTRACTOR shall determine for himself the amount of equipment and work required to produce a material meeting the specifications. It shall be understood that it is not feasible to ascertain from samples the limits for an entire deposit, and that variations shall be considered as usual and are to be expected. The ENGINEER may order procurement of material from any portion of a deposit and may reject portions of the deposit as unacceptable.

The OWNER may acquire and make available to the CONTRACTOR the right to take materials from the sources designated on the plans and described under Technical Specifications, together with the right to use such property as may be specified, for plant site, stockpiles and hauling roads.

If the CONTRACTOR desires to use material from sources other than those designated, he shall acquire the necessary rights to take materials from the sources and shall pay all costs related thereto, including any which may result from an increase in length of haul. All costs of exploring and developing such other sources shall be borne by the CONTRACTOR. The use of material from other than designated sources will not be permitted until tests on preliminary samples indicate general acceptability of the material. Additional samples may be required of the CONTRACTOR for inspection and testing by the ENGINEER, prior to approval of an authorization to use the sources.

Unless otherwise permitted, pits and quarries shall be so excavated that water will not collect and stand therein. Sites from which material has been removed shall, upon completion of the work, be left in a neat and presentable condition. Where practicable, borrow pits, gravel pits, and quarry sites shall be located so that they will not be visible from the highway.

106.03 SAMPLES, TESTS, CITED SPECIFICATIONS: If desired by the OWNER, All materials will be inspected, tested and approved by the ENGINEER before incorporation in the work. Any work in which untested materials are used without approval or written permission of the ENGINEER shall be performed at the CONTRACTOR's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the ENGINEER, shall be removed at the CONTRACTOR's expense and replaced with materials acceptable to OWNER and/or as otherwise required by law, rule, regulation or directive of any agency having jurisdiction over the work. Unless otherwise designated, tests in accordance with the most recent cited standard methods of AASHTO or ASTM, which are current on the date of advertisement for bids, will be made by and at the expense of the OWNER. Samples will be taken by a qualified representative of the OWNER. All materials being used are subject to inspection, test or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the CONTRACTOR's representative at his request.

106.04 CERTIFICATION OF COMPLIANCE: The ENGINEER may permit use, prior to sampling and testing, of certain materials or assemblies accompanied by Certificate of Compliance stating that such materials or assemblies fully comply with the requirements of the Contract. The Certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of Compliance in which the lot is clearly identified. Materials or assemblies used on the basis of Certificates of Compliance may be sampled and tested at any time and if found not to be in conformity with Contract requirements will be subject to rejection whether in place or not.

The form and distribution of Certificates of Compliance shall be as approved by the ENGINEER. The ENGINEER reserves the right to refuse permission for use of materials or assemblies on the basis of Certificates of Compliance.

106.05 PLANT INSPECTION: The ENGINEER may undertake the inspection of materials at the source. Manufacturing plants may be inspected periodically for compliance with specified manufacturing methods and material samples will be obtained for laboratory testing for compliance with materials quality requirements. This may be the basis for acceptance of manufactured lots as to quality.

In the event plant inspection is undertaken the following conditions shall be met:

- a) The ENGINEER shall have the cooperation and assistance of the CONTRACTOR and the producer with whom he has contracted for materials.
- b) The ENGINEER shall have full entry at all times to such parts of the plant as may concern the manufacture or production of the materials being furnished.
- c) If required by the ENGINEER, the CONTRACTOR shall arrange for an approved building for the use of the Inspector. Such building shall be located conveniently near the plant, and shall conform to the requirements of subsection 106.06.
- d) Adequate safety measures shall be provided and maintained.

It is understood that the OWNER reserves the right to retest all materials prior to incorporation into the work which have been tested and approved at the source of supply after the same have been delivered and to reject all materials which, when retested, do not meet the requirements of these specifications, or those established for the specific project.

106.06 FIELD LABORATORY: If so required by the Technical Specifications of this Contract, the CONTRACTOR shall provide an Inspector's shelter, or field laboratory, consisting of a suitable building in which to house and use the equipment necessary to carry on the required tests. The building shall be provided in accordance with the Contract requirements.

106.07 FOREIGN MATERIALS: Materials manufactured outside the United States, if permitted by the Technical Specifications shall not be delivered to approved locations within the Municipality unless otherwise permitted by the Contract, where they shall be retained until sampling and testing can be completed.

The CONTRACTOR shall, at no cost to the OWNER, arrange for any required testing which the OWNER is not equipped to perform. All testing by the CONTRACTOR shall be performed within the Municipality and be subject to witnessing by the ENGINEER.

Each lot of foreign material shall be accompanied by a Certificate of Compliance prepared in accordance with requirements of Subsection 106.04. In addition, certified mill test reports are required and shall clearly identify the lot to which they apply.

Structural materials requiring mill test reports will be accepted only from those foreign manufacturers who have previously established, to the satisfaction of the ENGINEER, the adequacy of their in-plant quality control to assure delivery of uniform material in conformance with Contract requirements.

Adequacy of quality control shall be established at the option of the ENGINEER, by submission of detailed written proof of adequate control, or through an in-plant inspection by the ENGINEER or his representative.

No structural materials will be accepted which cannot be properly identified with mill test reports and Certificates of Compliance.

106.08 STORAGE OF MATERIALS: Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate

their prompt inspection. Approved portions of the right-of-way may be used for storage purposes and for the placing of the CONTRACTOR's plant and equipment, but any additional space required therefore must be provided by the CONTRACTOR at his expense. Private property shall not be used for storage purposes without written permission of the OWNER or lessee, and copies of such written permission shall be furnished to the ENGINEER by the CONTRACTOR. All storage sites shall be restored to their original condition by the CONTRACTOR at his expense. This shall not apply to the stripping and storing of topsoil, or to other materials salvaged from the work.

106.09 HANDLING MATERIALS: All materials shall be handled in such manner as to preserve their quality and fitness for the work. Aggregates shall be transported from the storage site to the site in tight, covered vehicles so constructed as to prevent loss or segregation of materials after loading and measuring in order that there may be no inconsistencies in the quantities of materials intended for incorporation in the work as loaded, and the quantities as actually received at the place of operations.

106.10 UNACCEPTABLE MATERIALS: All materials not conforming to the requirements of the specifications shall be considered as unacceptable and all such materials will be rejected and shall be removed immediately from the site of the work unless otherwise instructed by the ENGINEER. No rejected materials, the defects of which have been corrected, shall be used until approval has been given.

106.11 OWNER FURNISHED MATERIAL: The CONTRACTOR shall furnish all materials required to complete the work, except those specified to be furnished by the owner.

Material furnished by the OWNER will be delivered or made available to the CONTRACTOR at locations specified in the Technical Specifications.

The cost of handling and placing all materials after they are delivered to the CONTRACTOR shall be considered as included in the Contract price for the item in connection with which they are used.

The CONTRACTOR will be held responsible for all material delivered to him, and deductions will be made from any monies due him to make good any shortages and deficiencies, from any cause whatsoever, and for any damage which may occur after such delivery, and for any and all charges.

106.12 SUBSTITUTES OR "OR EQUAL" ITEMS:

Any material substitution must be approved by the Engineer. Catalogue cuts and all vendor/supplier information shall be supplied to the Engineer prior to any approvals of substitutions in accordance with 105.04 and 108.04.

SECTION 107 -- LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.01 AVAILABILITY OF LANDS: OWNER shall furnish, as indicated in the Contract Documents and not later than the date when needed by CONTRACTOR, the lands upon which the work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise specified in the Contract

Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Subsection 104.09. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

107.02 PHYSICAL CONDITIONS: Reference is made to the Technical Specifications for identifications of those surveys and investigation reports of subsurface and latent physical conditions at the Project site or otherwise affecting performance of the Work which have been relied upon by the ENGINEER in preparation of the Drawings and Specifications.

107.03 OMITTED.

107.04 OWNER'S LIABILITY INSURANCE: OMITTED

107.05 OMITTED

107.06 OMITTED

107.07 PATENTS AND COPYRIGHTS: CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of OWNER or ENGINEER, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. Contractor shall indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product or device not specified in the Contract Documents and shall defend all such claims in connection with any alleged infringement of such rights.

107.08 PERMITS: CONTRACTOR shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall also pay all public utility charges. The OWNER shall waive Edison Township permit fees.

107.09 LAWS AND REGULATION: CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, he shall bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

107.10 TAXES: CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place where the work is to be performed.

107.11 USE OF PREMISES:

a) CONTRACTOR shall confine his equipment, the storage of materials and equipment and the operations of this workmen to areas permitted by law, ordinances, permits, or the requirements of the contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

b) CONTRACTOR shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

107.12 SAFETY AND PROTECTION:

a) CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- all employees on the Work site and other persons who may be affected thereby,
- all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
- other property at the site or adjacent thereto, including trees, shrubs, lawns, walks pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

b) CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. He shall notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property caused directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR except the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR. CONTRACTOR'S duties and responsibilities for the safety and protection of the work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with Subsection 109.10 that work is acceptable.

c) CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

107.13 OMITTED

107.14 INDEMNIFICATION: These provisions are in addition to those in "Instructions To Bidders and Statutory Requirements"

1) CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorneys's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense

a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and,

b) is caused in whole or in part by any intentional or negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

2) In any and all claims against OWNER or ENGINEER or any of their agents or employees by any employee of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Subsection 107.14, Paragraph 1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

3) The obligations of CONTRACTOR under this Subsection 107.14, Paragraph 1 shall not extend to the liability of ENGINEER, his agents or employees arising out of

a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or,

b) the giving of or the failure to give directions or instructions by ENGINEER, his agents or employees provided such giving or failure to give is the primary cause of injury or damage.

4) CONTRACTOR shall give OWNER notice of any such claim or suit and CONTRACTOR shall hold harmless and indemnify the OWNER in such matters and shall pay for the defense of the OWNER with an attorney of OWNER'S choosing.

107.15 ARBITRATION: All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by Subsection 109.12, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in existence. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

1) Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy shall be filed with ENGINEER. The demand for arbitration shall be made within the thirty-day period specified in Subsection 105.08, Subparagraph 7.2 where applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in

question would be barred by the applicable statute of limitations.

2) CONTRACTOR will carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed by him and OWNER in writing.

107.16 LAWS TO BE OBSERVED: The CONTRACTOR shall keep fully informed of all Federal and State laws, all local laws, Ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with, and shall cause his agents and employees to observe and comply with, all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the state 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 himself or his employees. If any discrepancy or inconsistency is discovered between the Contract Documents and any such law, ordinance, regulation, order or decree, the CONTRACTOR shall immediately report the same to the ENGINEER in writing.

107.17 SANITARY, HEALTH, AND SAFETY PROVISIONS: The CONTRACTOR shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees and for field offices as may be necessary to comply with the requirements of the state and local health departments, or of other bodies or tribunals having jurisdiction. Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards. The CONTRACTOR shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his health or safety.

107.18 PUBLIC CONVENIENCE AND SAFETY: The CONTRACTOR shall at all times so conduct his work as to assure the least possible obstruction to traffic. The safety and convenience of the general public and the residents along the roadway and the protection of persons and property shall be provided for by the CONTRACTOR as specified under Section 110. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, OSHA regulations, building and construction codes, and the rules and regulations of the State Department of Labor and Industry, shall be observed.

107.19 BARRICADES, WARNING SIGNS AND TRAFFIC PLAN: The CONTRACTOR shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices in accordance with Section 110, and shall take all necessary precautions for the protection of the work and safety of the public. Roads, access driveways and parking areas closed to traffic shall be protected by effective barricades, and obstructions shall be illuminated during hours of darkness. Specified warning signs shall be provided to properly control and direct traffic.

The CONTRACTOR shall erect warning signs in advance of any place on the Project where operations may interfere with the use of the road by traffic, and at all intermediate points where the new work crosses or coincides with an existing road. Such warning signs shall be placed and

maintained in accordance with the plans or as directed. No signs, barricades, lights, or other protective devices shall be dismantled or removed without permission of the ENGINEER.

All barricades, warning signs, lights, temporary signals, and other protective devices shall conform with the Manual on Uniform Traffic Control Devices.

If work is required in public roadways CONTRACTOR shall provide a traffic plan detailing the same in accordance with all applicable laws, rules and regulations. The same shall be approved by the ENGINEER and/or any agency having jurisdiction over the work and/or roadway prior to any work commencing in any public road. Additionally, at ENGINEERS determination if road work is to be undertaken on roadways or other areas adjacent to or connecting to a public roadway a Traffic Plan may be required and is also subject to approval by the ENGINEER and/or any agency having jurisdiction over the work and/or roadway prior to any work commencing.

107.20 PROTECTION AND RESTORATION OF PROPERTY MARKERS AND LAND MONUMENTS: The CONTRACTOR shall be responsible for the preservation of all public and private property markers and shall protect carefully from disturbance or damage all land monuments and property markers until the ENGINEER has witnessed or otherwise referenced their location. Monuments and markers shall not be moved until directed.

107.21 OPENING SECTIONS OF PROJECT TO TRAFFIC: Opening of sections of the work to traffic prior to completion of the entire Contract may be desirable from a traffic service standpoint, or may be necessary due to conditions inherent in the work, or by changes in the CONTRACTOR's work schedule, and may be necessary due to conditions or events unforeseen at the time the Contract was bid. Such openings as may be necessary due to any of the foregoing conditions shall be made when so ordered by the ENGINEER. Under no condition shall such openings constitute acceptance of the work or a part thereof, or a waiver of any provisions of the Contract.

The Technical Specifications shall state, in so far as possible, which sections shall be opened prior to completion of the Contract. On any section opened by order of the ENGINEER, whether covered in the Technical Specifications or not, the CONTRACTOR shall be required to assume any expense entailed in maintaining the road for traffic until the work is completed and accepted by the OWNER. On such portions of the project which are ordered by the ENGINEER to be opened for traffic, in the case of unforeseen necessity which is not the fault of the CONTRACTOR, compensation for additional expense, if any, to the CONTRACTOR and allowance of additional time, if any, for completion for any other items of work on the portions of the project ordered by the ENGINEER to be opened in the event of such unforeseen necessity, shall be as set forth in a Supplementary Agreement mutually agreed on by the ENGINEER and the CONTRACTOR or on the manner provided in Section 104. The CONTRACTOR agrees that for the opening of sections of the work to traffic covered by the Technical Specifications, or resulting from partial acceptance, or from changes in the CONTRACTOR's work schedule, or which are the fault of the CONTRACTOR or any other party (including utilities), he will make no claim for and shall have no right to additional compensation on for an extension of the Contract time.

If the CONTRACTOR is dilatory in clearing site, completing excavation, roadbed preparation, concrete curbs and/or walks, pavement construction and/or establishing permanent vegetative cover or any other features of the work, the ENGINEER may so notify him in writing and establish therein a

reasonable period of time in which the work should be completed. If the CONTRACTOR is dilatory, or fails to make a reasonable effort toward completion in this period of time, the ENGINEER may then order all or a portion of the project opened to traffic. On such sections which are so ordered to be opened, the CONTRACTOR shall conduct the remainder of his construction operations so as to cause the least obstruction to traffic and shall not receive any added compensation due to the added cost of the work by reason of opening such section to traffic nor an extension of time.

On any section opened to traffic under any of the above conditions, whether stated in the Technical Specifications or opened by necessity of CONTRACTOR's operations, or unforeseen necessity, any damage to highway not attributable to traffic which might occur on such section shall be repaired by the CONTRACTOR at his expense.

107.22 PERSONAL LIABILITY OF PUBLIC OFFICIALS: In carrying out any of the provisions of the Contract in exercising any power or authority granted to them by or within the scope of the contract, there shall be no liability upon the OWNER, ENGINEER, or their authorized representatives, either personally or as officials of the OWNER, it being understood that in all such matters they act solely as agents and representatives of the OWNER.

107.23 LIMITATIONS OF LIABILITY: In no event, whether under the provisions of this contract, as a result of breach of contract, tort (including negligence) or otherwise, shall the OWNER 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 of any nature.

107.24 ENVIRONMENTAL PROTECTION: The CONTRACTOR shall comply with all Federal, State and local laws and regulations, and all conditions of permits controlling pollution of the environment. He shall take necessary precautions to prevent pollution of soils, streams, lakes, ponds, wetlands, groundwater and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

SECTION 108 – EXECUTION AND COMPLETION

108.01 CONTRACTOR'S PRE-START REPRESENTATIONS: CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that may in any manner affect performance of the work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Technical Specifications of the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

108.02 COMMENCEMENT OF CONTRACTOR TIME--NOTICE TO PROCEED: The Contract Time will commence to run on the date specified in the Notice to Proceed.

108.03 STARTING THE PROJECT: CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No work shall be done at the site prior to the date on which the Contract Time commences to run.

108.04 BEFORE STARTING CONSTRUCTION:

1) Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications.

2) Within five days after delivery of the executed Agreement by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER for approval, an estimated progress schedule indicating the work and completion dates of the various stages of the work, and a preliminary schedule of Shop Drawing submissions and Traffic Plan is applicable or required..

3) Shop drawings must be submitted to the Engineer for review and approval for all structures which are to be constructed and/or installed for this project. Shop drawings shall be in accordance with Section 105.04.

4) Within five days after delivery of the executed Agreement by OWNER to CONTRACTOR, but before starting the Work at the site, a conference will be held to review the above schedules to establish procedures for handling Shop Drawings and other submissions and for processing Applications for Payment and to establish a working understanding between the parties as to the Project. Present at the conference will be OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

108.05 CONTRACTOR'S RESPONSIBILITIES:

1) Supervision and Superintendence:

1.1) CONTRACTOR shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished work complies accurately with the Contract Documents.

1.2) CONTRACTOR shall keep on the Work site at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR.

2) Labor, Materials and Equipment:

2.1) CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. He shall at all times maintain good discipline and order at the site.

2.2) CONTRACTOR shall furnish materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing initial operation and completion of the work.

2.3) All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2.4) All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

3) Communications

3.1) CONTRACTOR shall issue all communications to OWNER through ENGINEER and/or ARCHITECT.

108.06 SUBSTITUTE MATERIALS OR EQUIPMENT: If the Technical Specifications, law, ordinance or applicable rules or regulations permit the CONTRACTOR to furnish or use a substitute that is equal to any material or equipment specified and if the CONTRACTOR wishes to furnish or use a proposed substitute, he shall, prior to the conference called for by Subsection 108.04, Paragraph 3 (unless another time is provided in the Technical Specifications), make written application to the ENGINEER for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified; stating whether or not its incorporation in or use in connection with the Project is subject to the payment of any license fee or royalty; and identifying all variations of the proposed substitute from that specified and indicating available maintenance service. No substitute shall be ordered or installed without the written approval of the ENGINEER who will be the judge of equality and may require the CONTRACTOR to furnish such other data about the proposed substitute as he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as the OWNER may require which shall be furnished at the CONTRACTOR's expense.

108.07 CONCERNING SUBCONTRACTORS:

1) Whenever CONTRACTOR submits to the OWNER a certificate signed by the bidder listing each subcontractor, whether required by N.J.S.A. 40A:11-16(b) and/or these specifications, the Contractor shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment). However, should such Subcontractor breach the contract or agreement with the CONTRACTOR, file for or be subject to a bankruptcy proceeding or for other good cause acceptable to the OWNER, the CONTRACTOR may replace said Subcontractor with a Subcontractor that the OWNER or ENGINEER does not have a reasonable objection to. Acceptance of any Subcontractor, other person or organization by OWNER or ENGINEER shall not

constitute a waiver of any right of OWNER or ENGINEER to reject defective Work or Work not in conformance with the Contract Documents. If OWNER or ENGINEER after full investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit and acceptable substitute and an appropriate Change Order shall be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization against whom he has reasonable objection. CONTRACTOR shall not without the consent of OWNER and ENGINEER make any substitution for any contractor, other person or organization who has been accepted by OWNER and ENGINEER unless ENGINEER determines that there is good cause for doing so.

2) CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

3) The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

4) CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER.

5) All work performed for CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance.

108.08 SUSPENSION OF WORK AND TERMINATION:

1) OWNER May Suspend Work: OWNER may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety days by giving 5 working days notice in writing, or in the case of an emergency as soon as possible, to CONTRACTOR and ENGINEER which shall fix the date on the which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Subsection 104.05 through 104.09.

2) OWNER May Terminate:

2.1) If CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the

bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of ENGINEER and/or OWNER'S Representative, or if he otherwise violates any provision of the Contract Documents, then OWNER may, without prejudice to any other right or remedy and after giving CONTRACTOR, terminate the services of CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR, and finish the Work by whatever method he may deem expedient and/or make a claim against CONTRACTOR'S surety. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be determined by ENGINEER and incorporated in a Change Order.

2.2) Where CONTRACTOR'S services have been so terminated by OWNER, said terminations shall not affect any rights of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by OWNER due CONTRACTOR will not release CONTRACTOR from liability.

2.3) Upon seven day's written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, CONTRACTOR shall be paid for all work executed and any expense sustained plus a reasonable profit.

3) Contractor May Stop Work or Terminate: If, through no act or fault of CONTRACTOR by a order of a court of competent jurisdiction or order or legal directive of another public authority or if the CONTRACTOR has not be paid as provided for in the Prompt Payment Law, N.J.S.A. 2A:30A-1 et seq.

SECTION 109 -- MEASUREMENT AND PAYMENT

If any provision of this section conflicts with any applicable law, rule or regulation, including but not limited to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and/or the Prompt Payment Law, N.J.S.A. 2A:30A-1 et seq. those laws shall supercede.

In cases where the work is awarded on a single contract basis, payments shall be made in accordance with applicable State statutes.

All applications for payments shall be accompanied by the Application and Certificate for Payment, AIA Document G702, and the Continuation Sheet, AIA Documentation G703, fully completed as required.

109.01 SCHEDULES: At least ten days prior to submitting the first Application for a progress payment, CONTRACTOR shall submit a progress schedule, a final schedule of Shop Drawing

submission and a schedule of values of the work. These schedules shall be satisfactory in form and substance to ENGINEER. The schedule of values shall include quantities and unit prices aggregating the Contract Price, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedules of values by ENGINEER, it shall be incorporated into the form of Application for Payment furnished by ENGINEER.

109.02 APPLICATION FOR PROGRESS PAYMENT

Per P.L. 1993, Chapter 18 of 1/22/93, the OWNER will pay ninety-eight percent (98%) of the approved amount due the CONTRACTOR on account of progress payments when the outstanding balance of the Contract is in excess of \$500,000.00. Approved payments shall be reduced to a maximum of ninety five percent (95%) when the outstanding balance of the contract is \$500,000.00 or less.

If CONTRACTOR requests any progress payment, which shall not be more than once per 30 day period, CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such data and schedules as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect his interest therein, including applicable insurance.

Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment and proof from the CONTRACTOR that all applicable laws, rules and regulations have been complied with including but not limited to: the Prevailing Wage Law, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and/or the Prompt Payment Law, N.J.S.A. 2A:30A-1 et seq.

If CONTRACTOR has submitted the above required documentation to the satisfaction of the ENGINEER and has performed all work covered by the requested payment in accordance with the provisions of the Contract Documents and the billing for the work has been approved and certified by the ENGINEER, the OWNER shall pay the amount due to the CONTRACTOR for each progress payment not more than 30 calendar days after approval by the ENGINEER. The billing shall be deemed approved and certified 20 days after the OWNER receives it from the ENGINEER provided that the ENGINEER's approval is received by the Governing Body not less than 7 days before its next regularly scheduled meeting, if not it shall be considered at the following regularly scheduled meeting, and unless the OWNER and/or the Governing Body at a meeting as previously described provides, a written statement of the amount withheld and the reason for withholding payment. The amount so approved by the OWNER and/or the Governing Body will be paid no later than the Governing Body's subsequent payment cycle.

109.03 CONTRACTOR'S WARRANTY OR TITLE: CONTRACTOR warrants and guaranties that title to all work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as

"Liens") including but not limited to liens and/or claims of subcontractors, material, men and financing entities. With each request for payment CONTRACTOR shall also submit complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of the Contract Documents and the labor and services performed and the material and equipment furnished there under. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER of his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to payment. If any Subcontractor, material man, fabricator or supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a bond or other collateral satisfactory to OWNER to OWNER against any Lien. CONTRACTOR shall also submit proof satisfactory to the ENGINEER that all applicable laws, rules and regulations have been complied with including but not limited to: the Prevailing Wage Law or Davis Bacon Act compliance, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and/or the Prompt Payment Law, N.J.S.A. 2A:30A-1 et seq.

109.04 APPROVAL OF PAYMENTS:

1) ENGINEER shall make a determination upon any application for payment and OWNER will pay the same in accordance with Section 109.02 and any applicable law, rule or regulation, including but not limited to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and/or the Prompt Payment Law, N.J.S.A. 2A:30A-1 et seq. .

2) ENGINEER'S approval of any payment requested in an Application for payment will constitute a representation by him to OWNER, based on ENGINEER's on-site observation of the Work in progress as an experienced and qualified design professional and on his review of the Application for Payment and the accompanying data and schedules that the work has progressed to the point indicated, that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval) and that CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment ENGINEER will not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction, or that he has made any examination to ascertain how or for what purpose CONTRACTOR has used the monies paid or to be paid to him on account of the Contract Price, or that title to any work, materials or equipment has passed to OWNER free and clear of any Liens.

3) ENGINEER's approval of final payment will constitute an additional representation by him to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in subsection 109.10 have been fulfilled.

4) ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect OWNER from loss because:

4.1) the work is defective, or completed work has been damaged requiring correction or replacement.

4.2) claims or liens have been filed or there is reasonable cause to believe such may be filed.

4.3) the Contract Price has been reduced because of Change Orders.

4.4) OWNER has been required to correct defective work or complete the work in accordance with subsection 105.09, Paragraph 10, or

4.5) of unsatisfactory prosecution of the work, including failure to furnish acceptable submittal or to clean up.

5) No payment shall be made if the remainder of the value of the Contract (the accepted bid amount plus or minus any approved Change Orders) is in the ENGINEER'S estimate not sufficient to perform all work and obtain all materials required to finish the work in accordance with the Contract Documents.

6) RETAINAGE: If the total price of the work exceeds \$100,000.00 and the CONTRACTOR has not posted the appropriate bonds or other guarantee as provided for in the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. specifically N.J.S.A. 40A:11-16.1 through N.J.S.A. 40A:11-16.1, all payments shall be subject to a retainage of 2% or the maximum permitted by law until final acceptance of the work.

109.05 SUBSTANTIAL COMPLETION:

1) Prior to final payment, CONTRACTOR shall, in writing to OWNER and ENGINEER, certify that the entire Project is substantially complete and request that ENGINEER issue a certificate of substantial completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Project to determine the status of completion. If ENGINEER does not consider the Project substantially complete, he will notify CONTRACTOR in writing giving his reasons therefore. If ENGINEER considers the Project substantially complete, he will prepare and deliver to OWNER a punch list which CONTRACTOR shall fix to the ENGINEER'S and OWNER'S satisfaction prior to final payment and/or release of any retainage, the date of Substantial Completion and the responsibilities between OWNER and CONTRACTOR for maintenance, heat and utilities. There shall be, attached to the certificate, a tentative list of items to be completed or corrected before final payment, and the certificate shall fix the time within which such items shall be completed or corrected, said time to be within the Contract time. OWNER shall have seven days after receipt of the punch list during which he may make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Project is not substantially complete, he will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating his reasons therefore. If, after consideration of OWNER'S objections, ENGINEER considers the PROJECT substantially complete, he will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the tentative certificate as he believes justified after consideration of any objections from OWNER.

2) OWNER shall have the right to exclude CONTRACTOR from the Project after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the punch list.

109.06 PARTIAL UTILIZATION: Prior to final payment, OWNER may request CONTRACTOR in writing to permit him to use a specified part of the Project which he believes he may use without significant interference with construction of the other parts of the Project. If CONTRACTOR agrees, he will certify to OWNER and ENGINEER that said part of the Project is substantially complete, and request ENGINEER to issue a Certificate of Substantial Completion for the part of the Project. Within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Project to determine its status of completion. If ENGINEER does not consider that it is substantially complete, he will notify OWNER and CONTRACTOR in writing giving his reasons therefore. If ENGINEER considers that part of the Project to be substantially complete, he will execute and deliver to OWNER and CONTRACTOR a certificate to that effect, fixing the date of substantial completion as to that part of the Project, attaching thereto a punch list of items to be completed or corrected before final payment and fixing the responsibility between OWNER and CONTRACTOR for maintenance, heat and utilities as to that part of the Project. OWNER shall have the right to exclude CONTRACTOR from any part of the Project which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the punch list.

109.07 FINAL INSPECTION: Upon written notice from CONTRACTOR that the Project is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

109.08 FINAL APPLICATION FOR PAYMENT AND/OR RELEASE OF RETAINAGE:
After CONTRACTOR has completed all such punch list items and has complied with the Contract Documents to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, warranties, bonds, certificates of inspection and other documents -- all as required by the Contract Documents, he may make application for final payment following the procedure for Progress Payments as set forth in Sections 109.02, 109.03 and 109.04.

109.09 - OMITTED

109.10 APPROVAL OF FINAL PAYMENT:

1) If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final Application for Payment--all as required by the Contract Documents, ENGINEER is satisfied that the work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, he will, within ten days after receipt of the final Application for Payment, indicate in writing his approval of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the work is acceptable subject to the provisions of Subsection 109.12. Otherwise, he will return the Application to CONTRACTOR, indicating in writing his reasons for refusing to approval final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. OWNER shall, within ten days or presentation to him of an

approved final Application for Payment, pay CONTRACTOR the amount approved by ENGINEER.

2) If after substantial Completion of the work final completion thereof is materially delayed through no fault of CONTRACTOR, and ENGINEER so confirms, OWNER shall, upon certification by ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage if applicable, and if Bonds have been furnished as required in Subsection 103.05, the written consent of the surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the CONTRACTOR to the ENGINEER prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

109.11 CONTRACTOR'S CONTINUING OBLIGATION: CONTRACTOR's obligation to perform the work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by ENGINEER, nor the issuance of a Certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the project or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any correction of defective work by OWNER shall constitute an acceptance of work not in accordance with the Contract Documents.

109.12 WAIVER OF CLAIMS: The making and acceptance of final payment shall constitute:

1) A waiver of all claims by OWNER against CONTRACTOR other than those arising from unsettled Liens, from defective work appearing after final inspection pursuant to Subsection 109.07 or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and

2) A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

SECTION 110 -- SUPPLEMENTARY CONDITIONS

110.01 FAILURE TO COMPLETE ON TIME: The CONTRACTOR and the OWNER recognize that delay in completion of the Contract will result in damage to the Township in terms of the effect of the delay upon the use of the Project and the project site, upon the public convenience and potential for exposure to safety hazards at the facility, and will also result in additional cost to the OWNER for engineering, inspection and administration of the Contract. Because this damage is difficult or impossible to estimate, the parties agree that if the CONTRACTOR fails to complete the Project within the time stated in the Contract Documents, or within such further time as may have been granted in accordance with the provisions of the Contract, the CONTRACTOR shall pay the OWNER liquidated damages, in accordance with the following schedule, in lieu of the above stated actual damage. Such liquidated damages shall be paid for each and every Township Business Day that he is in default on time to complete the work.

SCHEDULE OF LIQUIDATED DAMAGES FOR EACH TOWNSHIP BUSINESS DAY OVERRUN IN CONTRACT TIME	
ORIGINAL CONTRACT AMOUNT	LIQUIDATED DAMAGES FOR

FROM	UP TO AND INCLUDING	EACH TOWNSHIP BUSINESS DAY
\$0	\$25,000.00	\$270.00
\$25,000.01	\$50,000.00	\$500.00
\$50,000.01	\$100,000.00	\$810.00
\$100,000.01	\$500,000.00	\$1,260.00
\$500,000.01	\$1,000,000.00	\$1,790.00

The OWNER, in his sole discretion, may elect upon substantial completion of the Project to waive liquidated damages as provided in the above schedule, and, in lieu thereof, require the CONTRACTOR to pay the OWNER's costs for engineering, inspection and administration (including overhead) between the date of substantial completion or such subsequent date as he may determine and the date of completion of the Project as established by the Certificate of Completion. The CONTRACTOR hereby waives the right to challenge this election by the OWNER on the grounds that such costs exceed the amount of liquidated damages established by the above schedule.

The OWNER may recover said damages by deducting the amount thereof from any monies due or that may become due the CONTRACTOR, or from the CONTRACTOR or his surety.

110.02 OMITTED

110.03 SPECIFICATIONS: Refer to the Technical Specifications for project specific information.

110.04 OMITTED

110.05 CONSTRUCTION SAFETY CODES: The CONTRACTOR shall strictly adhere to applicable requirements of the "Construction Safety Code", latest edition, as prepared by the State of New Jersey, Department of Labor and Industry, Bureau of Engineering and Safety and the "Construction Safety and Health Regulations" of the Occupational Safety and Health Administration, Title 29, Chapter XVII Part 1926 or latest revision.

110.06 PROTECTION OF PERSONS AND PROPERTY: The CONTRACTOR shall conduct his work so as to interfere as little as possible with private business and public travel, and shall protect from damage all buildings or other public or private structures, lawns, terraces, trees, curbs, gutters, flagging, crosswalks, water pipes, hydrants, electric light and telephone poles, water stop cocks, manholes, gas pipes, conduits, and other underground appurtenances on the line of the work, and adjacent thereto, and at his own cost, unless particularly specified otherwise, repair or replace to the satisfaction of the ENGINEER, any of the aforementioned items which may become damaged or displaced at any time during the progress of the work. He shall, at his own expense, whenever necessary or required, maintain fences, install shoring, sheeting and/or bracing, provide watchmen, maintain red lights, post danger signs warning against the hazards created by the construction work, as, for example, and without limiting the generality of the foregoing, open trenches, well holes and protruding nails, and he shall take such other precautions as may be necessary to protect life and property, and he shall be responsible for all damages occasioned in any way by his act or neglect, or that of his agents, employees or workmen.

In case of failure on the part of the CONTRACTOR to restore damaged property, the ENGINEER may, upon forty-eight (48) hours written notice to the CONTRACTOR, proceed to have the necessary repairs, rebuilding or restoring work performed and the cost thereof may be deducted from any monies due, or to become due, the CONTRACTOR under this Contract, or the OWNER may deduct from any monies due, or to become due, the CONTRACTOR under this Contract, a sum sufficient in the judgment of the ENGINEER to reimburse the OWNERS of the property so damaged or injured.

110.07 DAILY WORKING HOURS: Daily work shall commence no earlier than 7:00 A.M. and terminate no later than 4:00 P.M. Monday through Friday unless approved by the ENGINEER, or addressed in the Technical Specifications.

110.08 CONSTRUCTION LAYOUT: OWNER shall furnish all qualified personnel and adequate equipment and materials required to lay out all of the lines and grades and control points necessary for the complete construction of the project in accordance with the specifications. For Contract purposes, furnishing necessary lines and grades shall consist of the one-time provision of lines and grades required to complete each phase of project construction. The CONTRACTOR shall also be responsible for the protection and maintenance of layout and control points.

110.09 STAGING AREA

If "staging area" is so designated on the construction plans, which area shall be subject to approval by the ENGINEER, the contractor shall store all machinery, construction materials, locate sanitary accommodations for employees, erect field office and any other activity related to the construction project within the boundaries provided. The staging area shall be kept clean and secure at all times. The right-of-way may not be used for storage purposes without the written permission of the ENGINEER. At the completion of the project, the staging area shall be restored to its original condition by the contractor at his expense.

SECTION 111-- FINAL CLEANUP

111.01 RESTORATION OF PAVED AREAS

All roadway and sidewalk pavements, crosswalks, curbs, etc., along the line of the work, which are removed, destroyed, lost or injured on account of any act or omission on the part of the Contractor, his agent, servants or employees, in the prosecution of the work will be restored to their original condition at the expenses of the Contractor. The materials and methods used by the Contractor to restore such areas shall be approved by the ENGINEER.

On paved surfaces, the Contractor shall not use or operate tractors, bulldozers or other power-operated equipment, the treads or wheels of which are so shaped as to cut or otherwise damage such surfaces.

111.02 RESTORATION OF UNPAVED AREAS

At such times as may be directed, all gutters, sidewalks, and lawns, etc., affected by the work completed under contract shall be restored by the Contractor to the same condition in which they were at the time of the opening of the bids for this contract. Any necessary topsoiling and seeding shall be completed in accordance with the Technical Specifications and to the satisfaction of the Engineer.

The Contractor shall enclose the trunks of trees, as directed by the Engineer, with substantial wooden boxes of such height as is required to protect them from injury from piled material or from equipment, or from his operations, or otherwise due to his work. Excavation machinery and cranes shall be handled with care to prevent damage to trees, particularly to overhanging branches and limbs.

Branches, limbs, and roots shall not be cut except by permission of the Engineer. All cutting shall be smoothly and neatly done without splitting or crushing. In case of cutting or unavoidable damage to branches, limbs, and trunks or trees, the cut or damaged portions shall be neatly trimmed and covered with an application of grafting wax or tree healing paint as directed.

Cultivated hedges, shrubs, and plants which might be damaged by the Contractor's operations shall be protected by suitable means or shall be dug up and temporarily replaced and cared for. After the construction operations have been substantially completed, they shall be replanted in their original positions and cared for until growth is re-established. If cultivated hedges, shrubs, and plants are injured to such a degree as to affect their growth or diminish their beauty or usefulness, they shall be replaced by items of kind and quality at least equal to kind and quality existing at the start of the work.

111.03 GENERAL CLEANING UP

At such times as may be directed, the Contractor shall remove from the site all materials which were placed thereon by him as a consequence of performing this work and which are not required by the contract to be left as part of the finalized work. The entire work and portions of the site affected thereby shall be left in a satisfactory condition. The sidewalks and crosswalks shall be swept clean of all materials which may have accumulated thereon by reason of the work performed under this contract, and, if by reason of the work performed under their contract, and, if required, they shall be sprinkled with water during sweeping.

1.04 MEASUREMENT AND PAYMENT:

No separate payment will be made for work performed under this item, payment shall be included in the various items in the Proposal.

EXHIBIT 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

FOR 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, 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 targeted employment goal prescribed by N.J.A.C. 17:27-7.2; 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 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 or is so notified by the Division 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 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;

(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) 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 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) 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 paragraph (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(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 Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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

The Contractor and the Township of Edison, (hereafter "Township") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12131 et seq. and 28 C.F.R. 35.101 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.

**TOWNSHIP OF EDISON
BID DOCUMENT CHECKLIST
PUBLIC BID NO. 17-54-01**

COMPANY NAME Abhzeen Design

ITEM	SUBMISSION REQUIREMENT	READ AND/OR SUBMITTED (PLEASE INITIAL BELOW)
X	Bid Deposit	<i>JS</i>
X	Bid Proposal Forms (P-1, A,B,C)	<i>JS</i>
X	Stockholder Disclosure Certificate (P-2)	<i>JS</i>
X	Non-Collusion Affidavit (P-3)	<i>JS</i>
X	Disclosure of Investment Activities in Iran (P-4)	<i>JS</i>
X	Subcontractors Certification Form (P-5)	<i>JS</i>
X	Consent of Surety (P-6)	<i>JS</i>
X	Acknowledgment of Receipt of Addenda (P-7)	<i>JS</i>
X	New Jersey Business Registration Certificate	<i>JS</i>
X	Mandatory Affirmative Action Language	<i>JS</i>
X	Americans With Disabilities Act of 1990 Language	<i>JS</i>
X	Insurance	<i>JS</i>
X	Prevailing Wages	<i>JS</i>
X	Public Works Contractor Registration Act	<i>JS</i>

**THIS FORM MUST BE COMPLETED AND
RETURNED WITH BID PACKAGE**

PROPOSAL

FOR INTERIOR FLOOR REPLACEMENT & INSTALLATION OF ABOVE-FLOOR KENNEL
SYSTEM AT EDISON ANIMAL SHELTER – 125 MUNICIPAL BOULEVARD,
IN THE TOWNSHIP OF EDISON, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY,

TO THE PURCHASING DIVISION
TOWNSHIP OF EDISON
100 MUNICIPAL BLVD.
MIDDLESEX COUNTY, NJ 08817

SIR/MADAM:

Abhzeen Design Contractor, hereby declares that he/she is, or they are, the only person or persons interested in this bid, as principal or principals, that no other person than herein above named has any interest in this proposal or in the contract propose to be taken, that this proposal or bid is made without any connections with any person or persons making a bid proposal with the same purpose; that the bid or proposal is in all respects fair and without collusion or fraud; and that no officer nor any person in the employ of the Township is directly or indirectly interested in this bid or in the material or work to which it relates or in any portion of the profits thereof; that he/she has; or they have, examined the information for Bidders, form of a contract and specifications; that he propose and agrees, or they propose and agree, if this proposal is accepted that he/she will, or they will, contract to furnish all material and to perform all the work mentioned in said contract and specifications for the following prices, to wit.

**OFFICE OF THE PURCHASING AGENT
100 MUNICIPAL BLVD
EDISON, NJ 08817**

**BIDDERS PROPOSAL
(SCHEDULE OF PRICES)**

**PUBLIC BID NO. 17-54-01
INTERIOR FLOOR REPLACEMENT &
INSTALLATION OF ABOVE-FLOOR KENNEL
SYSTEM AT EDISON ANIMAL SHELTER**

DATE: Wednesday, May 17, 2017

TIME: 11:00 AM

ITEM NO.	DESCRIPTION	CONTRACT QUANTITY & UNIT	UNIT PRICE	AMOUNT
1.	GENERAL WORK Inclusive of all mobilization; Removal of block dividing wall in dog kennel room; temporary removal of existing furniture and obstructions to floor installation; permanent removal & disposal of baseboards, kennel cages; remediation of materials/work areas (as required), and final clean up	LUMP SUM	\$14,500.00	\$14,500.00
2.	FLOOR INSTALLATION			
2a.	<u>Repair and Level Existing Floors.</u> Furnishing and installing concrete and mortar to fill drainage trench and level floors as required and as directed; adjusting floor drains as required and as shown on the Plans; Remove & Replace pre-formed joint fillers on slab perimeter; repairing and sealing all cracks and spalls in floor slab; and all incidental work to prepare floor for epoxy overlay.	LUMP SUM	\$13,750.00	\$13,750.00
2b.	<u>Install Epoxy Floor</u> Furnishing & Installing urethane concrete flooring system over prepared floor slab covering approximately 2,500 SF for a complete floor throughout the building.	LUMP SUM	\$38,500.00	\$38,500.00
3.	ABOVE-FLOOR KENNEL INSTALLATION Furnishing & Installing new freestanding above-floor kennel units within the dog kennel room, including all materials for a complete installation; layout of the kennel systems; incorporation of the drainage system into the existing floor drains; for a complete and functional installation.	LUMP SUM	\$99,000.00	\$99,000.00
TOTAL BID AMOUNT - ITEMS 1 THROUGH 3:			\$165,750.00	

TOTAL BID AMOUNT WRITTEN IN WORDS: One Hundred & Sixty Five
(Items 1 through 3 inclusive)
Thousand & Seven Hundred & Fifty Dollars & Zero Cents

ARE ANY EXCEPTIONS TAKEN? ☒ YES ☐ NO

If yes, all exceptions shall be fully noted, explained and detailed on the "Exception to Public Bid" P-1(B).

SIGNATURE OF AUTHORIZED AGENT

Alpa Nair

TYPED NAME AND TITLE:

Alpa Nair (President)

COMPANY:

Abhzeen Design

ADDRESS:

2152 Whitesville Road

CITY, STATE, ZIP:

Toms River, NJ- 08755

FEDERAL I.D. OR SOCIAL SECURITY NUMBER

26-2978044

PHONE NO.:

732-984-7464

FAX NO.

732-984-7454

E-MAIL

abhzeendesign@gmail.com

**EXCEPTIONS TO
PUBLIC BID NO. 17-54-01**
(Attach additional sheets if necessary)

COMPANY NAME Abhzeen Design

Kennel System Fabrication by
Abhzeen Design Inc.

VENDOR QUALIFICATIONS/REFERENCES

The Firm Qualification form on the following page must be completed by the bidder. This form shall set forth brief details of the company's principal activities, the number of personnel in the company and their associated job classifications, the company's locations and the number of years the company has been in business. *(see attached)*

In addition, the bidder shall provide a list of five (5) clients in the last five years for whom similar projects have been successfully completed. Please complete the following:

1. Project name / address:

Owner:

Contact person:

Telephone No.:

Contract price/ Date completed:

Architect - if applicable

Architect's Phone No.

2. Project name:

Owner:

Contact person:

Telephone No.:

Contract price/ Date completed:

Architect - if applicable

Architect's phone No.

3. Project name:

Owner:

Contact person:

Telephone No.:

Contract price/ Date completed:

Architect - if applicable

Architect's phone No.

4. Project name:

Owner:

Contact person:

Telephone No.:

Contract price/ Date completed:

Architect - if applicable

Architect's phone No.

5. Project name:

Owner:

Contact person:

Telephone No.:

Contract price/ Date completed:

Architect - if applicable

Architect's phone No.

FIRM QUALIFICATIONS
(Attach additional sheets if necessary)

COMPANY NAME Abhzeen Design

COMPANY LOCATIONS (if more than one, list principal location first)
2152 Whitesville Road
Toms River, NJ-08755

COMPANY OVERVIEW, PRINCIPAL ACTIVITIES, ETC.

- Interior Renovations
- Site Improvements
- Sidewalks
- Parking lots
- Demolition

NUMBER OF EMPLOYEES 3

JOB CLASSIFICATION(S) OF EMPLOYEES

Alpa Naik - President

Bhavesh Naik - Vice President

Zeel Naik - Secretary

YEAR COMPANY WAS ESTABLISHED 2008

**STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)**

NAME OF BUSINESS Abhzeen Design
ADDRESS OF BUSINESS 2152 Whitesville Road, Toms River, NJ-08755
NAME OF PERSON COMPLETING THIS FORM Alpa Naik

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% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, or all members in the limited liability company who own a 10% 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% or more of the corporation's stock, or the individual partners owning 10% or greater interest in that partnership, or the members owning 10% 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% 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% 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% 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% 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 are intended to apply to all forms of corporations and partnerships, including but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

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 below contains the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, or of all members in the limited liability company who own a 10% or greater interest therein, as the case may be.

OR

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

**SIGN AND NOTARIZE THE FORM BELOW, AND IF NECESSARY, COMPLETE THE LIST BELOW
(ATTACH ADDITIONAL SHEETS IF MORE SPACE IS NECESSARY)**

Name: <i>Alpa Naik - 51%</i>	Name: <i>Bhavesh Naik - 49%</i>
Address: <i>2152 Whitesville Road</i> <i>Toms River, NJ-08755</i>	Address: <i>2152 Whitesville Road</i> <i>Toms River, NJ-08755</i>
Name:	Name:
Address:	Address:
Name:	Name:
Address:	Address:
Name:	Name:
Address:	Address:
Name:	Name:
Address:	Address:

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% 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% 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% or greater beneficial interest.

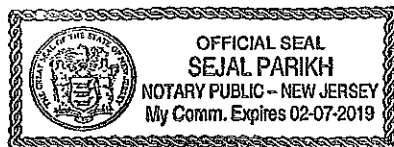
OR

- ☐ 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% or greater beneficial interest

X <u>Sejal D. Parikh</u> NOTARY PUBLIC Notary Public of My Commission expires <u>02/07/</u> 20<u>19</u>	Subscribed and sworn to me before this day <u>May 16th</u> 20<u>17</u> X <u>[Signature]</u> AFFIANT/AUTHORIZED AGENT
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TOWNSHIP OF EDISON
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
PUBLIC BID NO. 17-54-01

COMPANY NAME Abhzeen Design

PART 1: CERTIFICATION

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX
AND THEN THIS CERTIFICATION MUST BE SIGNED BELOW**

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 or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of 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.

PLEASE CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I WILL SKIP PART 2 AND SIGN AND COMPLETE THE CERTIFICATION BELOW.**

OR

☐ I am unable to certify as above because the bidder and/or one 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 will result in proposal being rendered as non-responsive and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

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

FULL NAME (PRINT): Alpa Naik

SIGNATURE: [Signature]

TITLE: President

DATE: 05/16/17

SUBCONTRACTOR CERTIFICATION FORM
THIS FORM MUST BE SUBMITTED WHETHER OR NOT BIDDER INTENDS
TO USE SUBCONTRACTORS

NOTE: If Bidder fails to submit this properly completed form it will be cause for rejection of the bid as non-responsive. If Bidder will not be using Subcontractors insert "None" and sign this form.

BIDDER'S NAME	<i>Abhzeen Design</i>
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INSTRUCTIONS: List all businesses to be used as subcontractors. This form may be duplicated for extended lists.

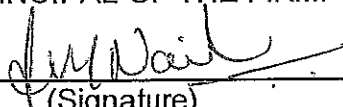
SUBCONTRACTOR'S NAME, ADDRESS, ZIP CODE AND TELEPHONE NUMBER	TYPE(S) OF GOODS AND/OR SERVICES TO BE PROVIDED
<i>None</i>	

I hereby certify that this Subcontractor Certification is being submitted in good faith. I certify that each Subcontractor has been notified that they have been listed on this certificate and that each Subcontractor has consented, in writing, to their name being submitted for this contract.

Additionally, I certify that I shall notify each Subcontractor listed on the Certificate, in writing, if the award is granted to my Company and I shall make all documentation available to the Township of Edison upon request.

I further certify that all information in this Certification is true and correct and that I acknowledge that the Township of Edison shall rely on the truth of the information in awarding the contract and/or rejecting my bid.

PRINCIPAL OF THE FIRM:

 _____ (Signature)	<i>President</i> _____ (Title)	<i>05/16/17</i> _____ (Date)
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CONSENT OF SURETY

A performance bond will be required from the successful bidder on this project, and consequently, all bidders shall submit, with their bid, a certificate in substantially the following form:

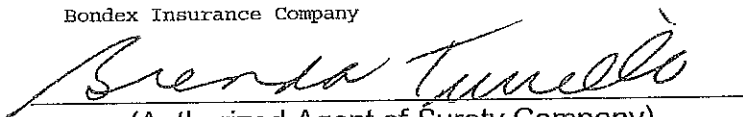
TO: Township of Edison
(OWNER)

Re: ABHZEEN DESIGN INC.
(CONTRACTOR)

Bid No: 17-54-01 Interior Floor Replacement & Installation of above-Floor Kennel System at Edison Animal Shelter
(PROJECT DESCRIPTION)

This is to certify that the Bondex Insurance Company
(SURETY COMPANY)

will provide to ABHZEEN DESIGN INC. a performance bond in the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

Bondex Insurance Company

(Authorized Agent of Surety Company)
Brenda Turiello, Attorney-in-Fact

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

**TOWNSHIP OF EDISON
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
<u>1</u>	<u>05/05/17</u>	<u>AN</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

No addenda were received:

Acknowledged for: Abhzeen Design
(Name of Bidder)

By: Alpa Naik
(Signature of Authorized Representative)

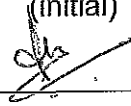
Name: Alpa Naik
(Print or Type)

Title: President

Date: 05/16/17

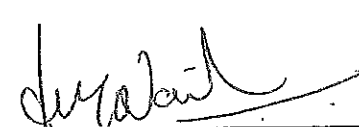
**TOWNSHIP OF EDISON
PUBLIC BID NO. 17-54-01
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned respondent hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
1	5/05/2017	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received: _____

Acknowledged for: Abhzeen Design
(Name of Respondent)

By: 
(Signature of Authorized Representative)

Name: Alpa Naik
(Print or Type)

Title: President

Date: 05/16/17

**TOWNSHIP OF EDISON
100 MUNICIPAL BLVD.
EDISON, NJ 08817**

ADDENDUM #1

**PUBLIC BID # 17-54-01:
INTERIOR FLOOR REPLACEMENT & INSTALLATION OF ABOVE FLOOR KENNEL SYSTEM AT
EDISON ANIMAL SHELTER – 125 MUNICIPAL BLVD**

May 5, 2017

Dear Sir/Madam:

Be advised that the attached Addendum No. 1 has been issued for the above referenced public bid. Please acknowledge receipt of this addendum via email.

It is important to note that the bid opening date has not been changed and remains May 17, 2017 at 11:00 AM.

Be sure to include the Acknowledgement of Receipt of Addenda in the bid package submittal.

Thank you.

Laura Popick
Purchasing Agent

Attachments

TOWNSHIP OF EDISON

ADDENDUM #1

**PUBLIC BID # 17-54-01:
INTERIOR FLOOR REPLACEMENT & INSTALLATION OF ABOVE FLOOR KENNEL
SYSTEM AT EDISON ANIMAL SHELTER – 125 MUNICIPAL BLVD**

The following constitutes Addendum #1 to the above referenced public bid. It is the respondent's responsibility to ensure that all changes are incorporated into the original bid package. Aside from the information noted herein, all other instructions, terms and conditions of this request for proposals shall remain the same.

**PLEASE NOTE:
THE OPENING DATE FOR SUBMISSION OF PROPOSALS HAS NOT BEEN
CHANGED AND REMAINS MAY 17, 2017 AT 11:00 AM.**

**THIS ADDENDUM ADDRESSES A QUESTION
SUBMITTED BY A PROSPECTIVE BIDDER**

QUESTION:

The prints show base cabinets, a range, etc. in the food preparation area, a hot water tank, etc. in the utility room, and base cabinets/sinks/toilets in other rooms – are these to be removed and replaced to facilitate the new floor installation?

ANSWER:

Food Preparation Area: base cabinets do not need to be removed; flooring may be installed up to the base cabinets; the sink shall be removed for installation and reinstalled.

Utility Room: The washer and dryer shall be removed for installation and reinstalled; hot water tanks and other utilities shall remain in place and flooring installed up to and around concrete bases.

Other Rooms: Base cabinets do not have to be removed; flooring may be installed up to the base cabinets; the sinks (not installed in base cabinets) and toilets shall be removed as necessary to install flooring continuously and reinstalled.

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA
PLEASE BE SURE TO INCLUDE THE ATTACHED ACKNOWLEDGEMENT OF
RECEIPT OF ADDENDA FORM (P-7) IN THE BID PACKAGE SUBMITTAL.**

Bondex Insurance Company

30A Vreeland Road, Florham Park, NJ 07932

BOND PREMIUM BASED
ON FINAL CONTRACT PRICE

CONTRACT PERFORMANCE BOND

BOND NO. BX02002

KNOW ALL MEN BY THESE PRESENTS, That ABHZEEN DESIGN INC. as Principal, hereinafter called Principal, and Bondex Insurance Company, as Surety, hereinafter called Surety, are held and firmly bound unto Township of Edison as Owner/Obligee, hereinafter called Obligee, in the penal sum of ONE HUNDRED SIXTY FIVE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 (\$165,750.00) lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That Whereas, the Principal entered into a certain agreement which is hereto attached and made a part hereof, with the Obligee dated 6/19/2017, for Contract No. 17-54-01 Interior Floor Replacement & Installation of above-Floor Kennel System at Edison Animal Shelter which contract and the specifications and general conditions thereof are hereby incorporated herein and shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, if the said Principal shall perform its Contract obligations to complete the Work, the Surety's obligations under this Bond are null and void, but otherwise it shall remain in full force and effect.

It is a condition hereof that any change, alteration, modification or amendment of any nature whatsoever that may be made in the terms of said agreement, any change in the character or scope of the work to be performed, or the method of performance under said agreement or modification of said agreement or in the time for completion thereof, any change in the manner, time or amount of payment as provided therein, any change of any nature whatsoever that may be made in the terms of the contract or any change that may be made in the performance of the work under said agreement by the Obligee, whether made under express agreement or not, may be made without notice to the Surety and without affecting the obligations of the Surety as long as changes are not in excess of fifteen percent (15%) of the original contract terms. Any changes in excess of this percentage will need consent of Surety.

It is a further condition hereof that no one other than the named Obligee shall have any right of action under this bond.

If there is no Obligee default, the Surety's obligation under this Bond shall arise after the Obligee has notified the Principal at the address specified, and then Surety by certified mail at 30A Vreeland Road, Suite 120, Florham Park, NJ 07932 that the Obligee is considering declaring a Principal Default and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Construction Contract; and the Obligee upon making a demand under this bond has agreed to pay the balance of the contract price to the Surety in accordance with the terms of the construction contract or to a contractor selected to perform the construction contract in accordance with the terms of the contract with the Obligee.

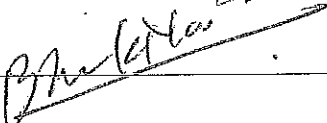
If the Principal is in default under the contract and the Obligee has declared the Principal in default, the Surety may remedy the default or shall: A. Complete the work, through the Principal or otherwise; B. Arrange for the completion of the work by a contractor acceptable to the Obligee, or C. Waive its right to complete and reimburse Obligee the amount of its reasonable costs to complete the Work less the Contract balance, not to exceed the Bond Sum.

The Surety shall not be liable to the Obligee or others for obligations of the Principal that are unrelated to the Construction Contract, and the balance of the contract price shall not be reduced or set off on account of such unrelated obligations.

Any proceeding, legal or equitable, under this bond may be instituted in any Court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within six months after the Principal Default or within six months after the Principal cease working or within six months after the Surety refuses or fails to perform its obligations under his Bond, whichever occurs first. If the provisions of the paragraph are void or prohibited by law, the minimum period of limitation available to Surety as a defense in the jurisdiction of the suit shall be applicable. In no event shall the Surety be liable for an amount in excess of the penal sum of this bond.

Surety shall have no liability under this bond unless all premiums (initial and renewed, if any) shall be paid to the Surety. The Surety shall notify the owners in writing in the event any premium is not paid, and this bond shall be deemed canceled three (3) days after such notice to the owner.

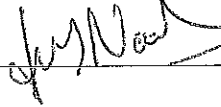
IN WITNESS WHEREOF, the said Principal and Surety have hereunto set their hands and seals, this 21st day of June, 2017



Witness

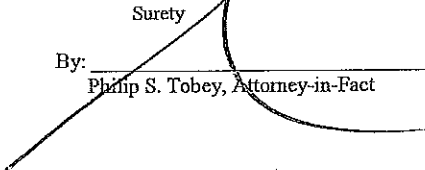
ABHZEEN DESIGN INC.

Principal

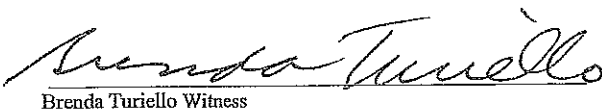
By: 

Bondex Insurance Company

Surety

By: 

Philip S. Tobey, Attorney-in-Fact



Brenda Turiello Witness

Bondex Insurance Company

30A Vreeland Road, Florham Park, NJ 07932

Bond No. BX02002

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That, ABHZEEN DESIGN INC., as Principal, hereinafter called Principal, and Bondex Insurance Company, as Surety, hereinafter called Surety, are held and firmly bound unto Township of Edison as Oblige, hereinafter called Oblige, for the use and benefit of claimants as herein below defined, in the amount of ONE HUNDRED SIXTY FIVE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 Dollars (\$165,750.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has by written agreement dated 6/19/2017 entered into a Contract with Oblige for Contract No. 17-54-01 Interior Floor Replacement & Installation of above-Floor Kennel System at Edison Animal Shelter-

The Contract is incorporated by reference into this Bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the subcontract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

(1) A claimant is defined as one having a direct contract with the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

(2) The above-named Principal and Surety hereby jointly and severally agree with the Oblige that every claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond as set forth herein for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Oblige shall not be liable for the payment of any costs or expenses of any such suit. Surety shall be notified of such claim by certified mail at Attn: Philip S. Tobey, c/o Bondex Insurance Company 30A Vreeland Road, Suite 120, Florham Park, NJ 07932.

(3) No suit or action shall be commenced hereunder by any claimant:

(a) Unless Claimant shall have given written notice to the Principal and Surety within ninety (90) days after the Claimant last performed labor or furnished materials or equipment, stating with substantial accuracy the amount of the claim, said notice is a condition precedent to the commencement of a lawsuit.

(b) After the expiration of one (1) year following the date on which the claimant ceased work or last provided materials on said contract it being understood however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

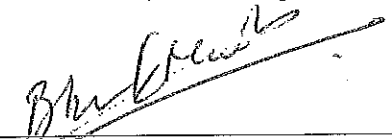
(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project is located, or in the United States District Court for the district in which the project is located.

(4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

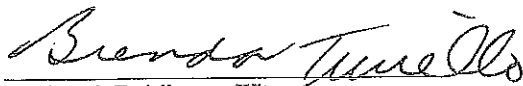
(5) In no event shall the Surety be liable for an amount in excess of the penal sum of this bond.

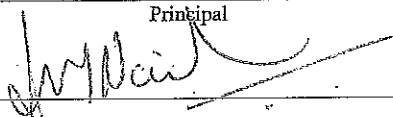
Surety shall have no liability under this bond unless all premiums (initial and renewed, if any) shall be paid to the Surety. The Surety shall notify the owners in writing in the event any premium is not paid, and this bond shall be deemed canceled three (3) days after such notice to the owner.

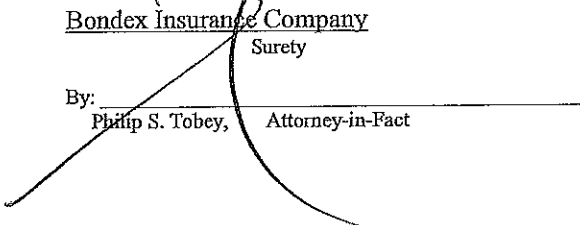
IN WITNESS WHEREOF, the said Principal and Surety have hereunto set their hands and seals, this 21st day of June, 2017.



Witness


Brenda Turiello
Witness

ABHZEEN DESIGN INC.
Principal
By: 

Bondex Insurance Company
Surety
By: 
Philip S. Tobey, Attorney-in-Fact

Bondex Insurance Company
30A Vreeland Road, Florham Park, New Jersey 07932

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That **Bondex Insurance Company**, a corporation duly organized under the laws of the State of New Jersey, and having a principal office in Florham Park, County of Morris, State of New Jersey, does hereby appoint:

Philip S. Tobey, Lionel D. Jorge, Jeffrey R. Bauman, and Megan Bauer

its true and lawful Attorney(s)-in-Fact, with full power and authority to execute on its behalf bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in nature thereof, issued in the course of its business and to bind the Company thereby, in an Amount not to exceed \$4,000,000.00

This Power Of Attorney is granted and is signed and sealed by the authority of the following Resolution adopted by the Board of Directors of Bondex Insurance Company at a meeting duly called and held on the 7th day of March 2007.

"RESOLVED that the Chief Executive Officer, President or a Vice President, Secretary or Assistant Secretary, shall have the power and authority

- 1. To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writing obligatory in the nature thereof and,*
- 2. To remove, at any time, any such Attorney-in-Fact and revoke any authority given.*

"RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached as though manually affixed"

IN WITNESS WHEREOF, Bondex Insurance Company has caused its seal to be affixed hereto and executed by its President on the 16th day of June 2016.



State of New Jersey
County of Morris ss.

Bondex Insurance Company

By:

Philip S. Tobey, President

On this 16th day of June, 2016, before me, a notary public, personally appeared Philip S. Tobey, personally known to me, who being duly sworn did say that he is the President of Bondex Insurance Company, the Corporation described in the foregoing instrument, and that the Seal affixed to said instrument is the said Corporate Seal and that he executed the same in his authorized capacity, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof I have set my hand and affixed my official Seal, the day and year first written above,

Brenda C. Trunello
Notary Public
My Commission Expires 07/15/2018

I, Lionel D. Jorge, Secretary of Bondex Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS HEREOF, I have hereunto set my hand this 21st day of JUNE, 2017

Bondex Insurance Company

Lionel D. Jorge, Secretary

Bond No. BXO-2002



SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Bondex Insurance Company, surety on the attached bond, hereby certifies 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 and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amount as of May 26, 2016, which amounts have been certified as indicated by certified public accountants Bonamassa, Maletta & Cartelli, LLP, and will be included in the Annual Statement to be filed with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325

Capital and Surplus: **\$3,379,830**

(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 on July 1, 2015 is as follows:

Limitation: \$338,000

(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 \$ 165,750.00

(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:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
Arch Reinsurance Company	445 South Street, Morristown, NJ 07962	\$2,220,000
Ace Property & Casualty Insurance Company through Ace Tempest Re, USA, LLC	281 Tresser Blvd, Suite 500 Stamford CT 06901	\$1,480,000

(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

I Philip S Tobey, as Attorney-in-Fact for Bondex Insurance Company, a corporation domiciled in (NJ), 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)

Philip S. Tobey
(Printed name of certifying agent)

Attorney-in-fact
(Title of certifying agent)

Bid Bond

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

ABHZEEN DESIGN INC. as Principal, Bondex Insurance Company
as Surety, are hereby and firmly bound unto the Township of Edison,
in the penal sum of TEN PERCENT of amount of bid, not to exceed TWENTY
THOUSAND and 00/100 Dollars (10% not to exceed \$20,000.00) for payment of which, well and truly to be made, we
hereby jointly and severally bind ourselves, our heirs, executors,

Signed this 17th day of May, 2017.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a
certain Bid, attached hereto, and hereby made a part hereof, to enter into a contract in writing for:

Bid No: 17-54-01 Interior Floor Replacement & Installation of above-Floor Kennel System at Edison Animal Shelter

NOW, THEREOF, if said Bid shall be rejected, or, in the alternative,

If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract provided
(properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract,
and shall in all other respects perform the Agreement created by the acceptance of the 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 Principal may accept such Bid; and said
Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have set their hands and seals, and such of them as are corporations having caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Surety: Bondex Insurance Company

By: Brenda Turiello
Brenda Turiello, Attorney-in-Fact

CP
Claudia Pereira, Witness

Principal: ABHZEEN DESIGN INC.

By: Alpa Naik
Alpa Naik

Bondex Insurance Company
30A Vreeland Road, Florham Park, New Jersey 07932

POWER OF ATTORNEY
For Bid Bonds and Consents of Surety ONLY

KNOW ALL MEN BY THESE PRESENTS:

That **Bondex Insurance Company**, a corporation duly organized under the laws of the State of New Jersey, and having a principal office in Florham Park, County of Morris, State of New Jersey, does hereby appoint:

Claudia Pereira, Brenda Turiello, Antonina Baguley, and Jaclyn Murphy

its true and lawful Attorney(s)-in-Fact, with full power and authority to execute on its behalf **bid bonds and consents of surety** in the nature thereof, issued in the course of its business and to bind the Company thereby, in an Amount not to exceed \$4,000,000.00

This Power Of Attorney is granted and is signed and sealed by the authority of the following Resolution adopted by the Board of Directors of Bondex Insurance Company at a meeting duly called and held on the 7th day of March, 2007.

***RESOLVED** that the Chief Executive Officer, President or a Vice President, Secretary or Assistant Secretary, shall have the power and authority

1. To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writing obligatory in the nature thereof and,
2. To remove, at any time, any such Attorney-in-Fact and revoke any authority given.

"RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached as though manually affixed"

IN WITNESS WHEREOF, Bondex Insurance Company has caused its seal to be affixed hereto and executed by its President on the 11th day of October, 2016.



State of New Jersey
County of Morris ss.

Bondex Insurance Company

By Matthew Semeraro
Matthew Semeraro, President

On this 11th day of October, 2016, before me, a notary public, personally appeared Matthew Semeraro, personally known to me, who being duly sworn did say that he is the President of Bondex Insurance Company, the Corporation described in the foregoing instrument, and that the Seal affixed to said instrument is the said Corporate Seal and that he executed the same in his authorized capacity, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof I have set my hand and affixed my official Seal, the day and year first written above,

Cherie
Notary Public

I, Philip S. Tobey, Chief Executive Officer of Bondex Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS HEREOF, I have hereunto set my hand this 17th day of MAY, 2017

Bondex Insurance Company

Bond No. 510



Philip S. Tobey, Chief Executive Officer
CLAUDIA MARTINS PEREIRA
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2371860
My Commission Expires 4/4/2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ODonnell Agency LLC 416 Centennial Ave. Cranford NJ 07016		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: mariapalermo@odonnellagency.com ADDRESS:	
INSURED Abhzeen Design Inc 2152 Whitesville Rd Toms River NJ 08755		INSURER(S) AFFORDING COVERAGE INSURER A: EVANSTON INSURANCE CO. INSURER B: DRIVE NJ INS CO INSURER C: HARTFORD UNDERWRITERS INSURANCE CO INSURER D: INSURER E: INSURER F:	
		NAIC # 11410	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	Y	3EG0638	10/10/2016	10/10/2017	EACH OCCURRENCE \$ 1000000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$					
	MED EXP (Any one person) \$ 5000					
	PERSONAL & ADV INJURY \$ 1000000					
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED ☐ AUTOS ONLY HIRED ☒ AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED ☐ AUTOS ONLY		03222255-4	01/24/2017	07/24/2017	GENERAL AGGREGATE \$ 2000000
	PRODUCTS - COMP/OP AGG \$ 1000000					
	TENTIL \$ 100000					
	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000					
C	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	6S60UB-9999L47-9-16	09/24/2016	09/24/2017	BODILY INJURY (Per person) \$
	BODILY INJURY (Per accident) \$					
	PROPERTY DAMAGE (Per accident) \$					
	FEBB \$ 1000					
	PER STATUTE ☒ OTHER ☐					EACH OCCURRENCE \$
	AGGREGATE \$					
	E.L. EACH ACCIDENT \$ 1,000,000					
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000					
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional insured

The Owner and Engineer and their officers and employees will be named as Additional Insureds

CERTIFICATE HOLDER**CANCELLATION**

Township of Edison County of Middlesex State of NJ	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Robert J. Griffin</i>
--	---

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STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FORM AA-201

Revised 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

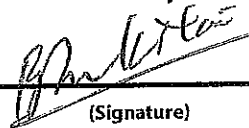
Assignment

Code

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER 26-297-8044		2. CONTRACTOR ID NUMBER 24707		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT Name: Township of Edison, New Jersey Address: 100 Municipal Blvd., Twp of Edison, NJ					
3. NAME AND ADDRESS OF PRIME CONTRACTOR Abhzeen Design Inc (Name) 2152 Whitesville Road (Street Address) Toms River NJ 08755 (City) (State) (Zip Code)				CONTRACT NUMBER 17-54-01		DATE OF AWARD 06/14/2017		DOLLAR AMOUNT OF AWARD 165750.00	
4. IS THIS COMPANY MINORITY OWNED ☒ OR WOMAN OWNED ☒				6. NAME AND ADDRESS OF PROJECT Name: Interior floor Replacement & Int Address: 125 Municipal Blvd. Edison, NJ		7. PROJECT NUMBER		8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES ☒	
9. TRADE OR CRAFT		PROJECTED TOTAL EMPLOYEES		PROJECTED MINORITY EMPLOYEES		PROJECTED PHASE - IN DATE		PROJECTED COMPLETION DATE	
		MALE FEMALE		MALE FEMALE					
		J AP J AP		J AP J AP					
1. ASBESTOS WORKER									
2. BRICKLAYER OR MASON									
3. CARPENTER		1				7/15/2017		10/15/2017	
4. ELECTRICIAN									
5. GLAZIER									
6. HVAC MECHANIC									
7. IRONWORKER									
8. OPERATING ENGINEER									
9. PAINTER									
10. PLUMBER									
11. ROOFER									
12. SHEET METAL WORKER									
13. SPRINKLER FITTER									
14. STEAMFITTER									
15. SURVEYOR									
16. TILER									
17. TRUCK DRIVER									
18. LABORER		2		1		7/15/2017		10/15/2017	
19. OTHER									
20. OTHER									

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.



(Signature)

Bhavesh Naik

Vice President

10. (Please Print Your Name)

(Title)

732

Jun-23-2017

(Area Code)

(Telephone Number)

(Ext.)

(Date)



ABHZEEN DESIGN INC.

GENERAL CONSTRUCTION,
2152 WHITESVILLE RD. TOMS RIVER , NJ 08755
PHONE (732) 984-7464 ~ FAX (732) 984-7454

Transmittal

DATE: 23-Jun-16

TO: Rosanne Tagliamonte, RPPS

Purchasing Department

Edison Township

100 Municipal Blvd. Edison, NJ 08817

ATTN: Rosanne Tagliamonte, RPPS

PHONE: 732*248*7410

FAX:

RE: Contract #17-54-01

Interior Floor Replacement and Kennel System

Installation at -Edison Animal Shelter

129 Municipal Blvd. Edison, NJ 08817

WE ARE SENDING YOU THE FOLLOWING: Consent of Surety and Maintenance Bond

Copies	DESCRIPTION
	Please find Attached
3	Signed Agreements
1	Insurance Certificate
1	Performance and Payment Bond
1	AA-201 Work Force Reports -Construction
	Please note : Lead time for Kennel System is 10 to 12 weeks after submittal approval..
	So, ones we have approval on submittal like to start job one month before
	Reciveing Kennel system on site.

THESE ARE TRANSMITTED AS CHECKED BELO SEE DESCRIPTION

	FOR APPROVAL	APPROVED
	AS REQUESTED	APPROVED AS NOTED
X	FOR YOUR USE	RETURNED FOR CORRECTION
	FOR REVIEW & COMMENT	RELEASE MATERIALS

BHAVESH NAIK CELL # 732 -330 -5584

Alpa Naik

01/15/13

Taxpayer Identification# 262-970-044/000

Dear Business Representative:

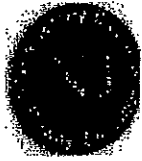
Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

STATE OF NEW JERSEY		DEPARTMENT OF TREASURY DIVISION OF REVENUE	
BUSINESS REGISTRATION CERTIFICATE			
TAXPAYER NAME	TRADE NAME	SEQUENCE NUMBER	
LAGAZEN DESIGN INC		005733	
ADDRESS	ISSUANCE DATE		
2152 WHITESVILLE ROAD	01/15/13		
TOMS RIVER, NJ 08856-1176			
EFFECTIVE DATE	Director New Jersey Division of Revenue		
01/15/13			
FORM BR-C This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.			

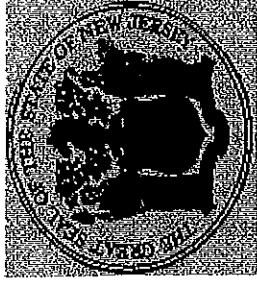
**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name:	ABHZEEN DESIGN INC
Trade Name:	
Address:	2152 WHITESVILLE ROAD TOMS RIVER, NJ 08755-1176
Certificate Number:	1765733
Effective Date:	January 15, 2013
Date of Issuance:	January 15, 2013

For Office Use Only:
20130115195242697

Certificate Number
689282

Registration Date: 06/05/2016
Expiration Date: 06/04/2018



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):
Alpa Naik, President

Responsible Representative(s):
Bhavesh Naik, Vice-President

2016

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.

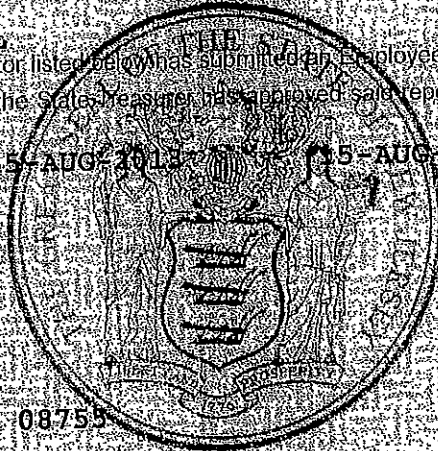
Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 51250

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-AUG-2013 to 15-AUG-2020



ABHZEEN DESIGN INC.
2152 WHITESVILLE ROAD
TOMS RIVER NJ 08755

A handwritten signature of Andrew P. Sidamon-Einstoff is visible next to the official seal of the State Treasurer.

Andrew P. Sidamon-Einstoff
State Treasurer

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING**

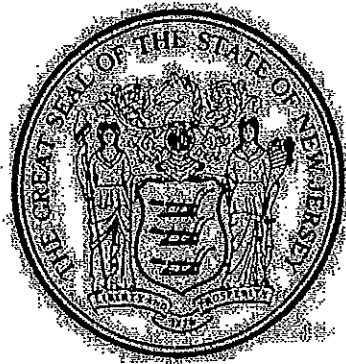
ABHZEEN DESIGN INC
0400240895

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic For-Profit Corporation was registered by this office on July 15, 2008.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

ALPA NAIK
2152 WHITESVILLE RD.
TOMS RIVER, NJ 08755



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
11th day of October, 2016*

A handwritten signature in dark ink, appearing to read "Ford M. Scudder".

Ford M. Scudder
State Treasurer

Certificate Number : 6074836616

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp



State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

FORD M. SCUDDER
Acting State Treasurer

APPROVED

under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges ABHZEEN DESIGN INC as a Category 4 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at:
www.njportal.com/DOR/SBERegistry/.



Peter Lowicki
Deputy Director

Issued: 8/15/2016
Certification Number: A0047-03

Expiration: 8/15/2019



ABHZEEN DESIGN INC.

255 WHITE SWAMP RD. TOMS RIVER, NEW JERSEY 08855
PH: 732-984-7484 FAX: 732-984-7454
Email: abhzeendesign@gmail.com

PROJECT EXPERIENCE

Name of Project and Location	Name of the owner / Contact person	Telephone Number	Price	Year
Pennypacker Park Site Improvements Cherry Hill, NJ	Camden County Parks / Mike Urban	610-715-1626	\$330,098	2016
TCNJ Sidewalk Ewing, NJ	TCNJ / Matt Bonomo	609-847-1886	\$246,948.00	2016
TCNJ Handrail Ewing, NJ	TCNJ / Dean Kirk	347-276-7119	\$29,600.00	2016
Edison Firehouse Flooring Replacement Edison, NJ	Edison Firehouse / Mark Katryniak	732-248-7248	\$32,482.00	2016
Oldbridge Restroom Renovations Oldbridge, NJ	Old Bridge / Brian Hare	917-715-5588	\$114,720.00	2015



ABHZEEN DESIGN INC.

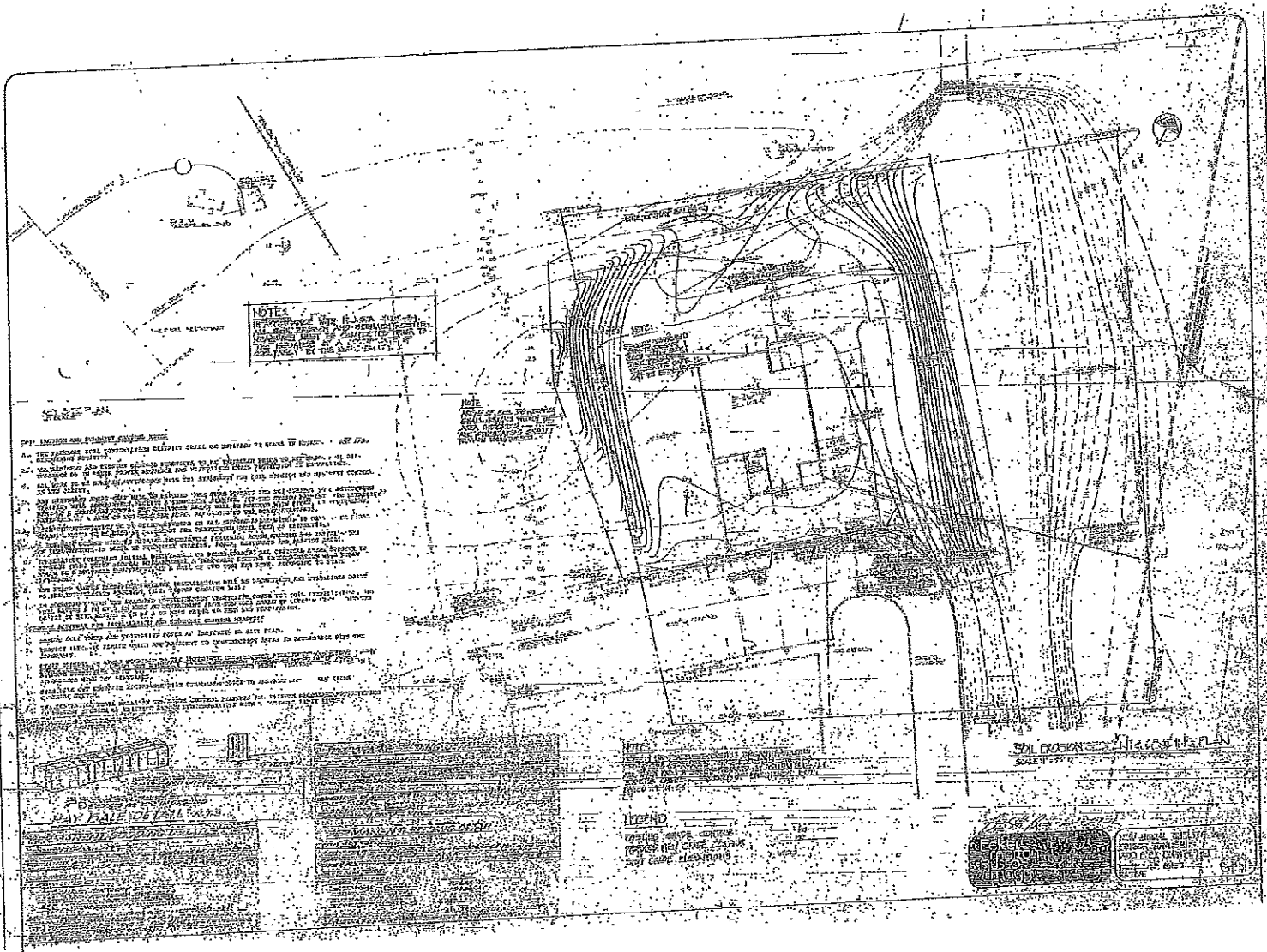
2152 WHITESVILLE RD. TOMS RIVER, NEW JERSEY 08755
PH: 732-984-7464 FAX: 732-984-7454
Email: abhzeendesign@gmail.com

Experience Sheet

- 1) Township of Middletown
ADA Improvements
1 Kings Highway
Middletown, NJ – 07748
Lynn Mattei : 732-615-2092
- 2) Papa Johns
Interior Renovations
Rte. 88,
Brick, NJ - 08724
Dharmesh Parikh: 732-682-5833
- 3) Medical Office
Interior Renovations
20 Hospital Drive,
Toms River, NJ – 08755
Dr. Dilip Desai: 732-604-9818

Appendix A

Reference Plans – Existing Building Conditions

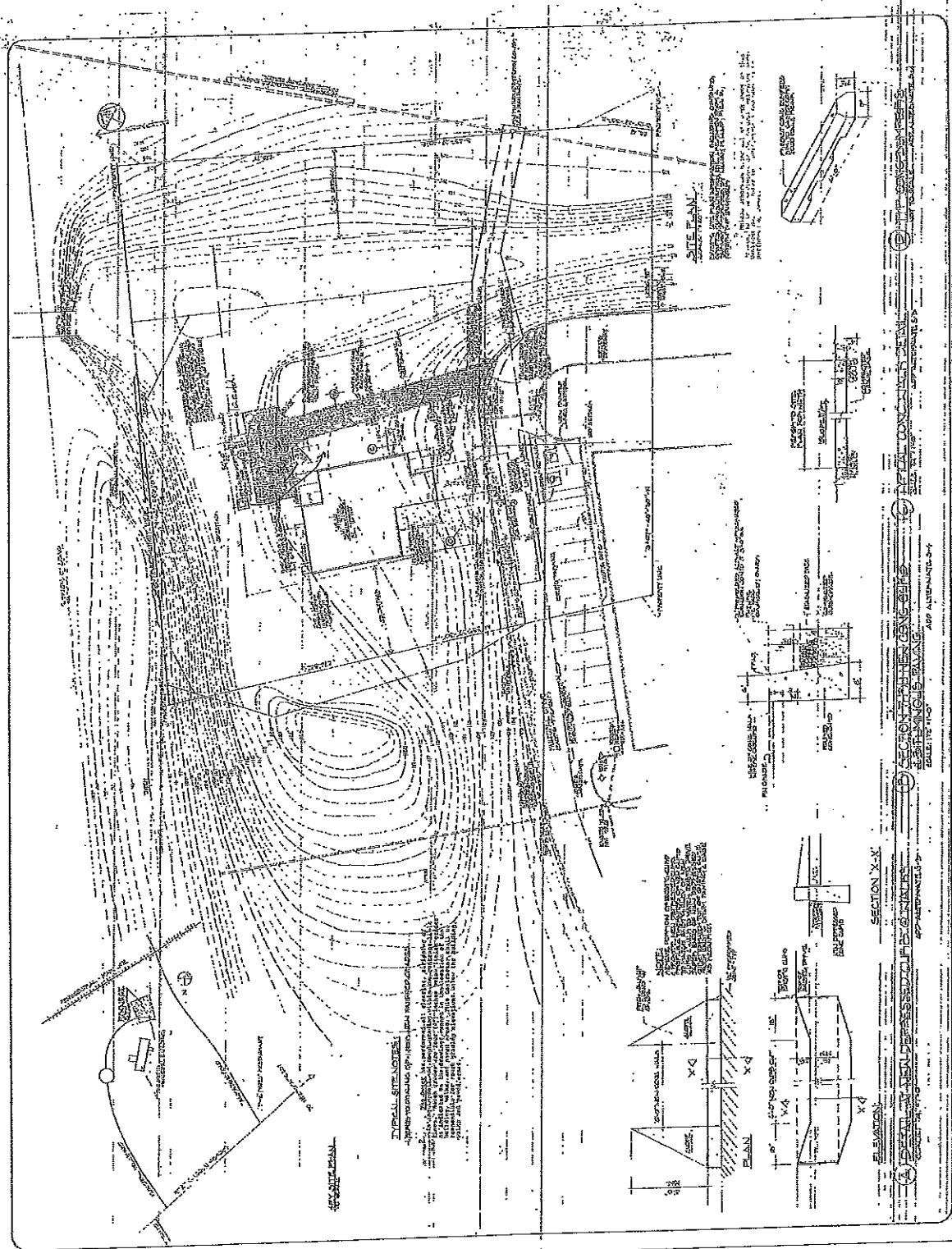


NOTE
The plan is a general representation of the site and is not intended to be used for construction purposes. It is intended to show the general layout of the site and the location of the various buildings and structures. The plan is not to be used for any other purpose without the express permission of the Engineer.

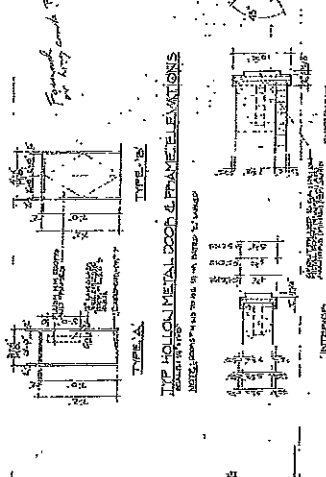
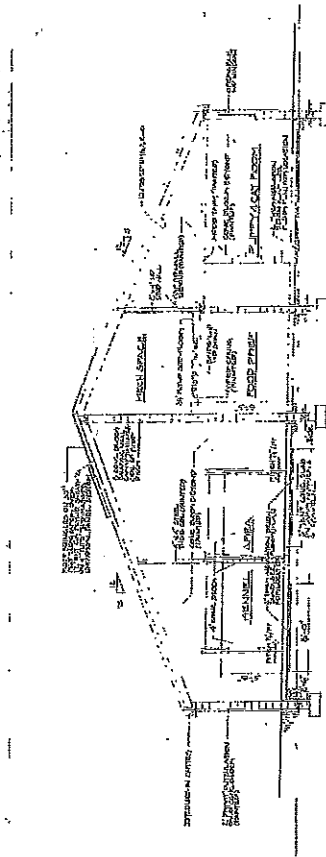
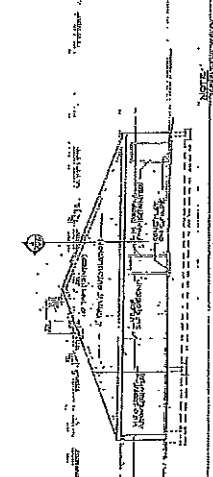
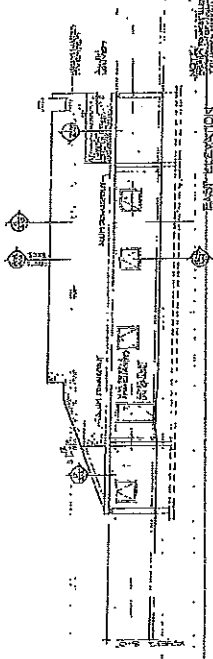
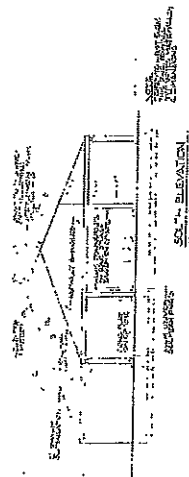
GENERAL NOTES
1. The plan is a general representation of the site and is not intended to be used for construction purposes. It is intended to show the general layout of the site and the location of the various buildings and structures. The plan is not to be used for any other purpose without the express permission of the Engineer.
2. The plan is not to be used for any other purpose without the express permission of the Engineer.
3. The plan is not to be used for any other purpose without the express permission of the Engineer.
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10. The plan is not to be used for any other purpose without the express permission of the Engineer.

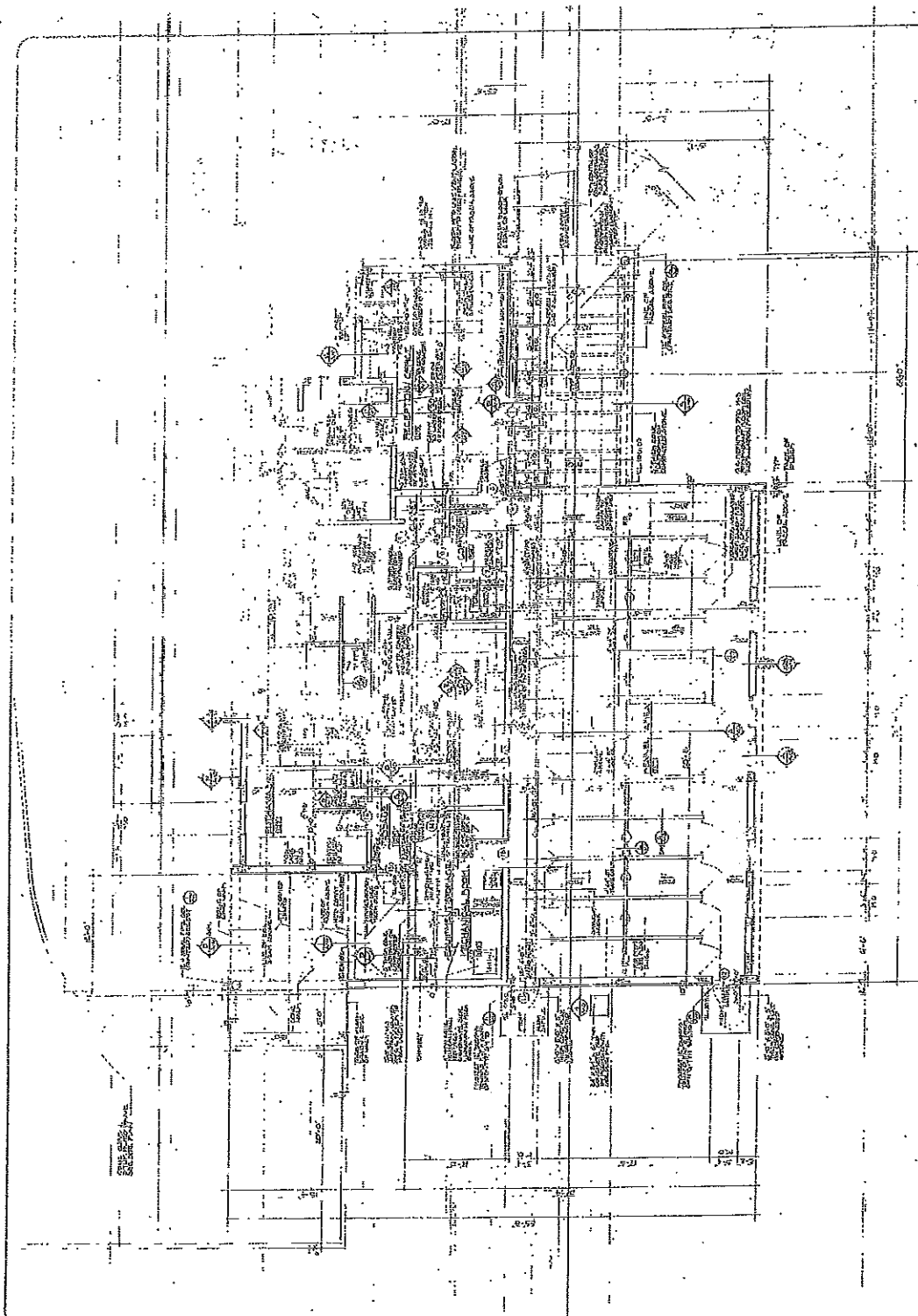
LEGEND
Building - solid line
Road - dashed line
Fence - dotted line
Water - wavy line
Drainage - long dashed line
Utility - short dashed line
Other - as indicated by symbol

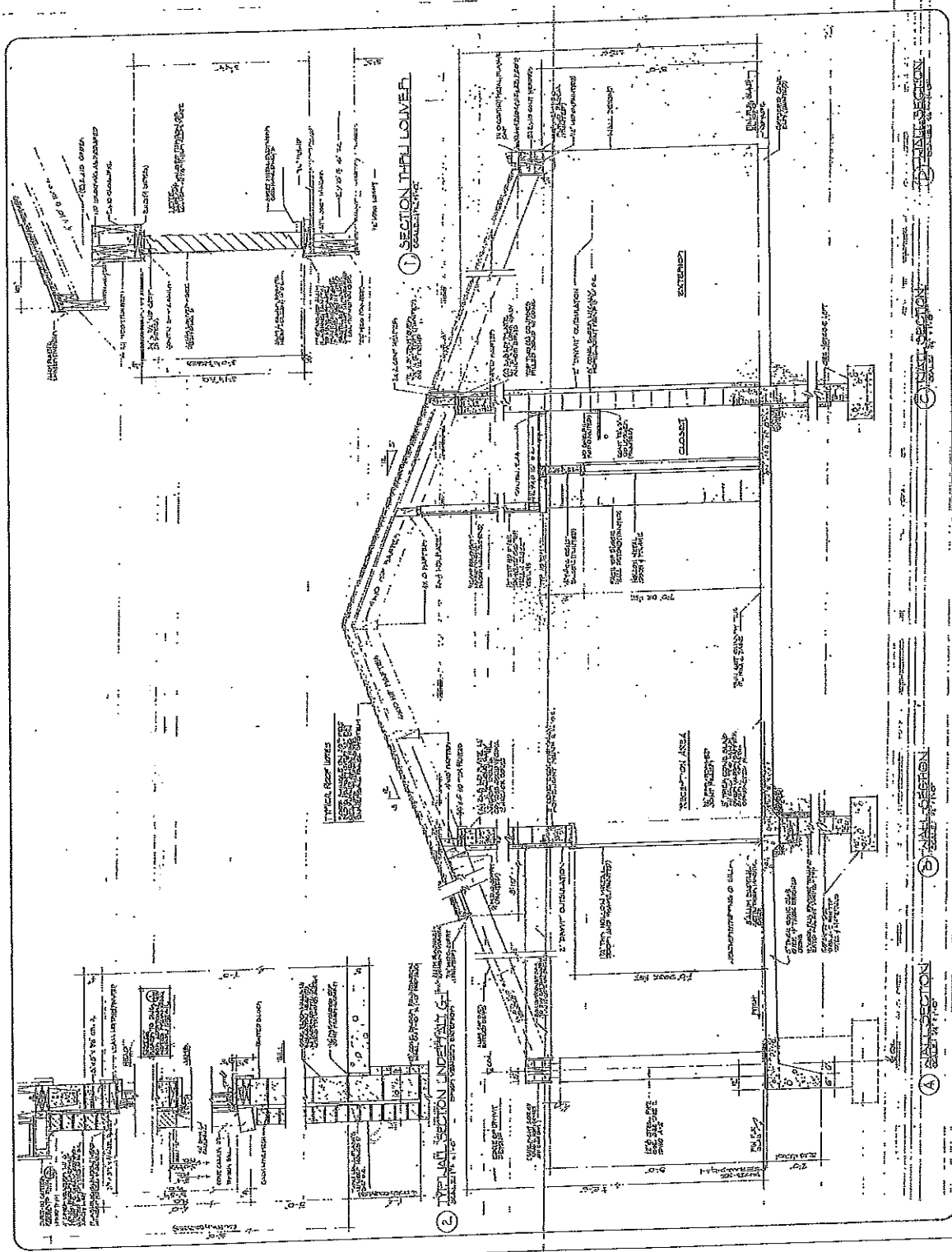
ENGINEER'S OFFICE
1000 10th Ave. S.E.
ALBUQUERQUE, N.M.
JAN 10 1944



FOR THE OWNER COUNTY OF POLK, IOWA	FOR THE DESIGNER EDSON ENGINEERING, INC.	FOR THE CONTRACTOR AS SHOWN	FOR THE APPROVAL AS SHOWN
DATE: 10/1/2011	DATE: 10/1/2011	DATE: 10/1/2011	DATE: 10/1/2011

[illegible][illegible]

[illegible]



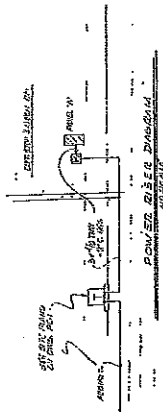
SHEET NO. 1
 PROJECT NO. 1
 DATE 8-17-17

NEW EDSON MUNICIPAL
 ANIMAL SHELTER
 EDSON, ALBERTA

Eckett
 RUSSELL
 MOGGO

SYMBOL LIST

TYPE	DESCRIPTION	INT. R.	EXT. NO.
A	FLUORIDE-RESISTANT, BITE SIZE, SHOWN AS THE GUMBY HUMANOID (SEE A-1) HUMANOID SHOWN IN PICTURES, ON DOTS HUMANOID, SHOWN IN PICTURES, HUMANOID, SHOWN IN PICTURES HUMANOID SHOWN IN PICTURES, HUMANOID, SHOWN IN PICTURES	NO-2000 (1/1/52, 4/52)	NO-2000 (1/1/52, 4/52)
A1	FLUORIDE-RESISTANT, SHOWN AS THE GUMBY HUMANOID HUMANOID SHOWN IN PICTURES, HUMANOID, SHOWN IN PICTURES	NO-2000 (1/1/52, 4/52)	NO-2000 (1/1/52, 4/52)
A2	FLUORIDE-RESISTANT, SHOWN AS THE GUMBY HUMANOID HUMANOID SHOWN IN PICTURES, HUMANOID, SHOWN IN PICTURES	NO-2000 (1/1/52, 4/52)	NO-2000 (1/1/52, 4/52)
B	FLUORIDE-RESISTANT, SHOWN AS THE GUMBY HUMANOID HUMANOID SHOWN IN PICTURES, HUMANOID, SHOWN IN PICTURES	NO-2000 (1/1/52, 4/52)	NO-2000 (1/1/52, 4/52)
C	FLUORIDE-RESISTANT, SHOWN AS THE GUMBY HUMANOID HUMANOID SHOWN IN PICTURES, HUMANOID, SHOWN IN PICTURES	NO-2000 (1/1/52, 4/52)	NO-2000 (1/1/52, 4/52)
D	FLUORIDE-RESISTANT, SHOWN AS THE GUMBY HUMANOID HUMANOID SHOWN IN PICTURES, HUMANOID, SHOWN IN PICTURES	NO-2000 (1/1/52, 4/52)	NO-2000 (1/1/52, 4/52)
E	FLUORIDE-RESISTANT, SHOWN AS THE GUMBY HUMANOID HUMANOID SHOWN IN PICTURES, HUMANOID, SHOWN IN PICTURES	NO-2000 (1/1/52, 4/52)	NO-2000 (1/1/52, 4/52)
F	FLUORIDE-RESISTANT, SHOWN AS THE GUMBY HUMANOID HUMANOID SHOWN IN PICTURES, HUMANOID, SHOWN IN PICTURES	NO-2000 (1/1/52, 4/52)	NO-2000 (1/1/52, 4/52)
G	FLUORIDE-RESISTANT, SHOWN AS THE GUMBY HUMANOID HUMANOID SHOWN IN PICTURES, HUMANOID, SHOWN IN PICTURES	NO-2000 (1/1/52, 4/52)	NO-2000 (1/1/52, 4/52)
H	FLUORIDE-RESISTANT, SHOWN AS THE GUMBY HUMANOID HUMANOID SHOWN IN PICTURES, HUMANOID, SHOWN IN PICTURES	NO-2000 (1/1/52, 4/52)	NO-2000 (1/1/52, 4/52)
I	FLUORIDE-RESISTANT, SHOWN AS THE GUMBY HUMANOID HUMANOID SHOWN IN PICTURES, HUMANOID, SHOWN IN PICTURES	NO-2000 (1/1/52, 4/52)	NO-2000 (1/1/52, 4/52)
J	FLUORIDE-RESISTANT, SHOWN AS THE GUMBY HUMANOID HUMANOID SHOWN IN PICTURES, HUMANOID, SHOWN IN PICTURES	NO-2000 (1/1/52, 4/52)	NO-2000 (1/1/52, 4/52)
K	FLUORIDE-RESISTANT, SHOWN AS THE GUMBY HUMANOID HUMANOID SHOWN IN PICTURES, HUMANOID, SHOWN IN PICTURES	NO-2000 (1/1/52, 4/52)	NO-2000 (1/1/52, 4/52)
L	FLUORIDE-RESISTANT, SHOWN AS THE GUMBY HUMANOID HUMANOID SHOWN IN PICTURES, HUMANOID, SHOWN IN PICTURES	NO-2000 (1/1/52, 4/52)	NO-2000 (1/1/52, 4/52)
M	FLUORIDE-RESISTANT, SHOWN AS THE GUMBY HUMANOID HUMANOID SHOWN IN PICTURES, HUMANOID, SHOWN IN PICTURES	NO-2000 (1/1/52, 4/52)	NO-2000 (1/1/52, 4/52)
N	FLUORIDE-RESISTANT, SHOWN AS THE GUMBY HUMANOID HUMANOID SHOWN IN PICTURES, HUMANOID, SHOWN IN PICTURES	NO-2000 (1/1/52, 4/52)	NO-2000 (1/1/52, 4/52)



LINE	QTY	UNIT	DESCRIPTION	DATE	TIME	STATUS	REMARKS	DATE	TIME	STATUS	REMARKS
1	1	CON	CONCRETE	10/10/10	10:00	OK	CONCRETE	10/10/10	10:00	OK	CONCRETE
2	1	CON	CONCRETE	10/10/10	10:00	OK	CONCRETE	10/10/10	10:00	OK	CONCRETE
3	1	CON	CONCRETE	10/10/10	10:00	OK	CONCRETE	10/10/10	10:00	OK	CONCRETE
4	1	CON	CONCRETE	10/10/10	10:00	OK	CONCRETE	10/10/10	10:00	OK	CONCRETE
5	1	CON	CONCRETE	10/10/10	10:00	OK	CONCRETE	10/10/10	10:00	OK	CONCRETE
6	1	CON	CONCRETE	10/10/10	10:00	OK	CONCRETE	10/10/10	10:00	OK	CONCRETE
7	1	CON	CONCRETE	10/10/10	10:00	OK	CONCRETE	10/10/10	10:00	OK	CONCRETE
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SYMBOL LIST

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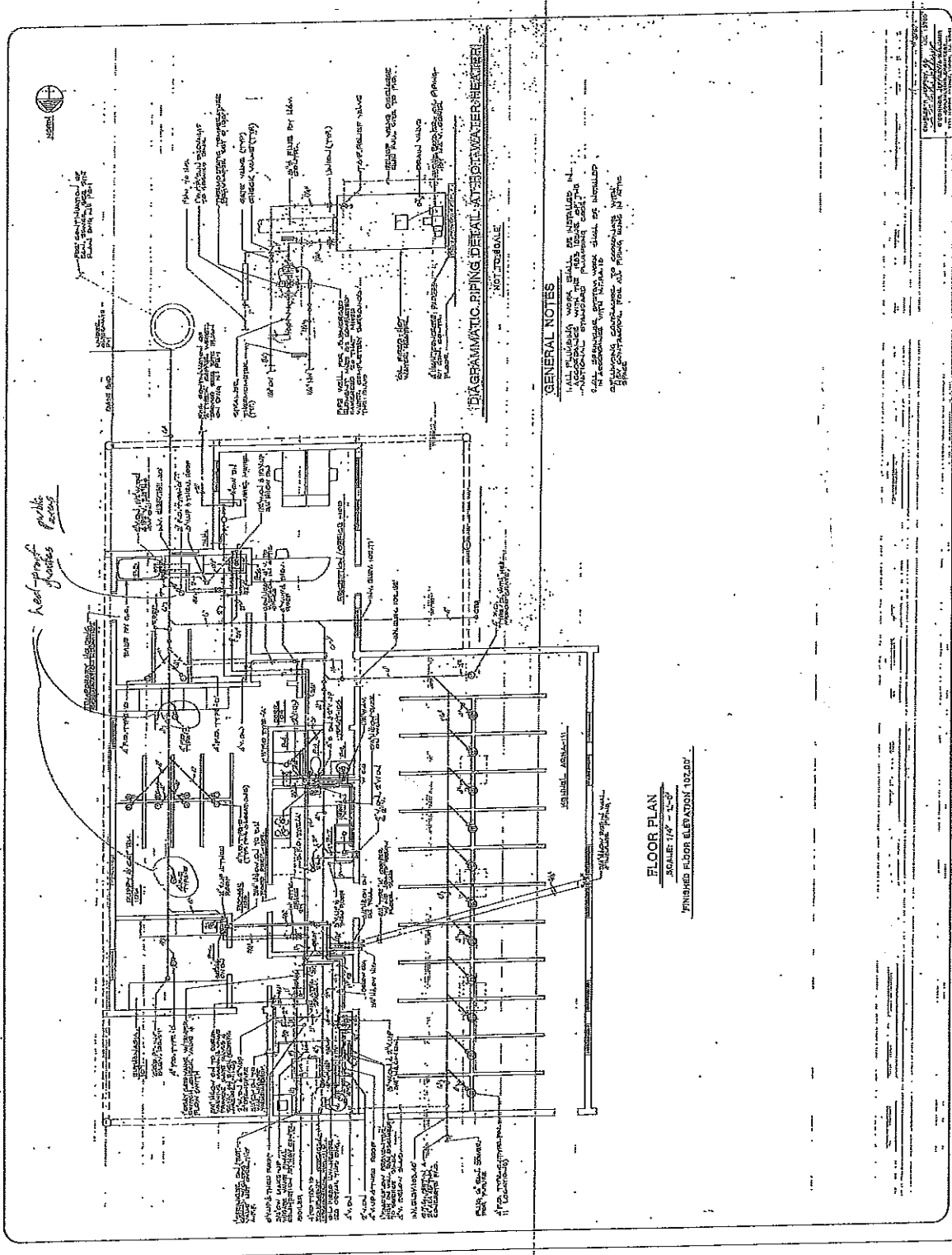
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2. FIRE ARMAGEDDON PAPER - CANNONBALL, ALA.
3. FIRE ARMAGEDDON PAPER - CANNONBALL, ALA.
4. FIRE ARMAGEDDON PAPER - CANNONBALL, ALA.
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8. FIRE ARMAGEDDON PAPER - CANNONBALL, ALA.
9. FIRE ARMAGEDDON PAPER - CANNONBALL, ALA.
10. FIRE ARMAGEDDON PAPER - CANNONBALL, ALA.

Q. OK. STATION FOR APPROXIMATE TRAVEL SW
DAILY RECEPTACLE - FLUSH INTO WEATHERPROOF WITH
OUTDOOR PLANT 194. 185. 215 SW. S.D. FAULT TO
BYSTANT - APPROX 1/2 MILE (OR MORE) AND WEATHERPROOF
PERCENTUAL LIFT COVER THROUGH APPROX 600
RIDE ALONG APPROX 1/2 MILE. QUANT. 1 INCH
FIVE ALONG APPROX 1/2 MILE. QUANT. 1 INCH
AND 1/2 INCH. APPROX 1/2 MILE.

[illegible]

STATE OF NEW JERSEY
COUNTY OF MIDDLESEX
TOWNSHIP OF EDISON
EDISON TOWNSHIP, N.J.
NEW EDISON PLANNING,
A LIVING SHELTER.

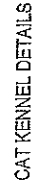
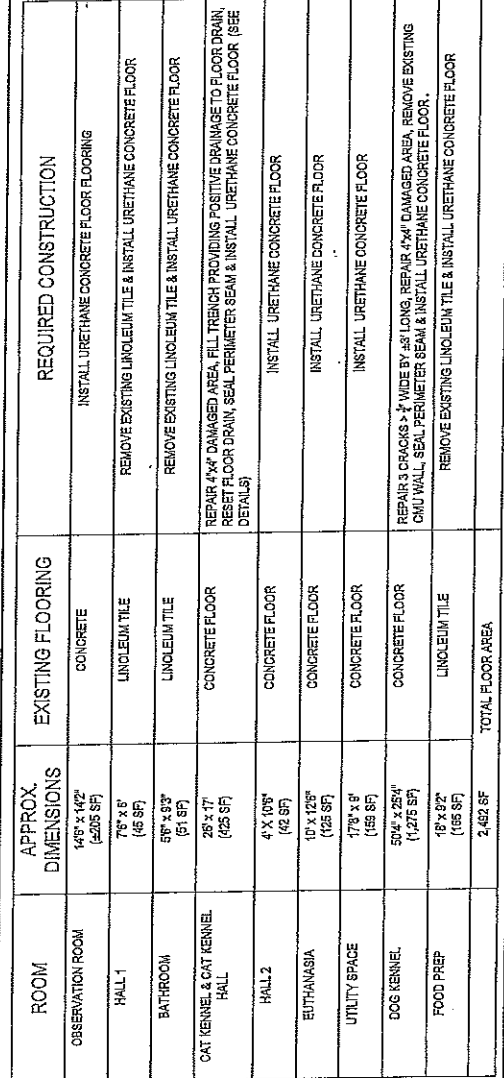
[illegible]



Eckert PLUMBING INC. 1000 S. 10th St. Lincoln, NE 68502 (402) 441-1111	PROJECT: NEW COMMERCIAL ADDRESS: 1000 S. 10th St. CITY: LINCOLN, NE COUNTY: LINCOLN	DRAWN BY: J. J. JENSEN CHECKED BY: J. J. JENSEN DATE: 11/17/11
	PROJECT: FLOOR PLAN & DETAILS ADDRESS: 1000 S. 10th St. CITY: LINCOLN, NE COUNTY: LINCOLN	DRAWN BY: J. J. JENSEN CHECKED BY: J. J. JENSEN DATE: 11/17/11

Appendix B

Schematic Floor Plans –Proposed Improvements



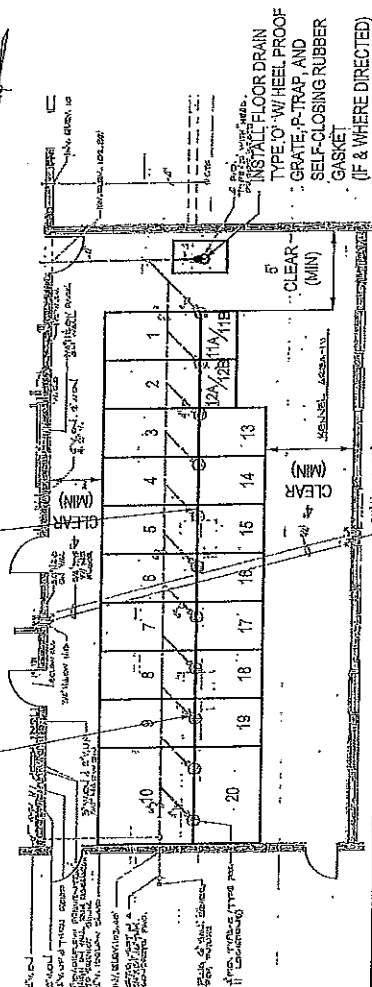
TOWNSHIP OF EDISON		NEW JERSEY	
DEPARTMENT OF PLANNING AND ENGINEERING		PROJECT TITLE: 10-0-00	
EDISON MUNICIPAL COMPLEX, 60 MUNICIPAL BUILDING, EDISON, NJ 08817		SCHEDULE USE: 10-0-00	
PHONE: (201) 486-7474		NATURAL: 10-0-00	
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NOTE:
1. THIS PLAN REFERENCED ARCHITECTURAL PLANS PREPARED BY ECKERT, HORTON, RUSSO & MAGGIO ARCHITECTS AND PLANNERS, ENTITLED "NEW EDISON MUNICIPAL ANIMAL SHELTER, EDISON TOWNSHIP" DATED 4/15/1985.

GRAPHIC SCALE



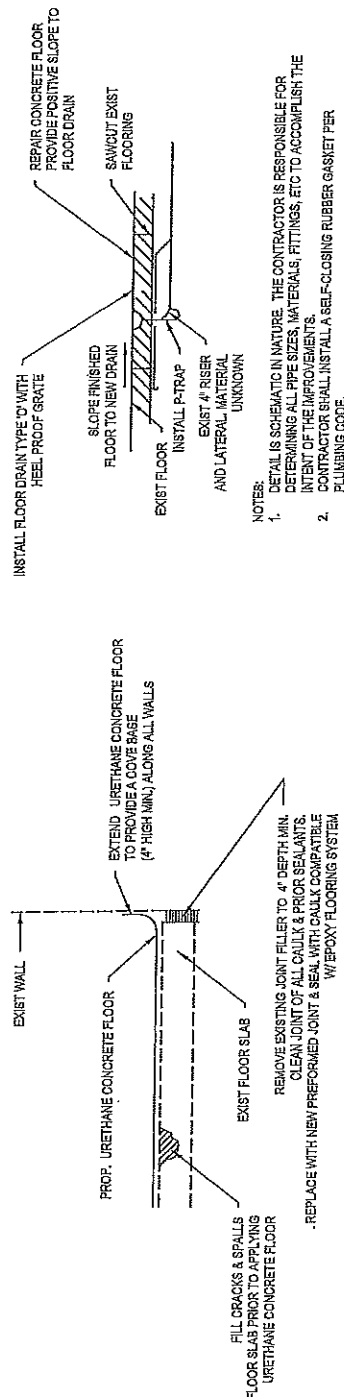
FLOOR DRAINS TO BE MAINTAINED FOR BOTH DRAINAGE/CLEANIN OF THE FLOOR & TO ACCEPT THE DRAINAGE SYSTEM FROM THE RAISED KENNEL FLOOR.



KENNEL NOTES:
1. CONTRACTOR TO REMOVE EXISTING CMU WALL.
2. CONTRACTOR TO CENTER PROPOSED SHARED BACK PANELS OF KENNELS OVER EXISTING FLOOR DRAINS.

KENNEL #	DIMENSIONS
1-9	8' DEEP X 4' WIDE X 6' HIGH
10	8' DEEP X 8' WIDE X 8' HIGH
11A/11B & 12A/12B	3' DEEP X 4' WIDE X 6' (COMBINED) HIGH
13-19	5'-4" DEEP X 4' WIDE X 8' HIGH
20	5'-4" DEEP X 8' WIDE X 8' HIGH

FLOOR PLAN
KENNEL ROOM
N.T.S



TOWNSHIP OF EDISON DEPARTMENT OF PLANNING AND ENGINEERING EDISON MUNICIPAL COMPLEX, 100 MUNICIPAL BUILDING, EDISON, NJ 08817 PHONE (201) 261-7523 FAX (201) 261-7523		EDISON ANIMAL SHELTER INTERIOR EPOXY FLOOR INSTALLATION TOWNSHIP OF EDISON MIDDLESEX COUNTY NEW JERSEY	
KENNEL INSTALLATION W/ IN MUNICIPAL ANIMAL SHELTER		PROJECT NO. 1944-11	
BY PROFESSIONAL ENGINEER, L.C. NO. 240800000		DATE: 11/11/11	
MARK KATARYNAK, P.E.		DATE: 11/11/11	
TOWNSHIP ENGINEER		DATE: 11/11/11	
2012		2012	