

TOWNSHIP OF CLARK

UNION COUNTY, NEW JERSEY

SPECIFICATIONS FOR

**BARTELL PARK PARKING IMPROVEMENTS
AND VARIOUS OTHER CAPITAL IMPROVEMENTS**

MAYOR

SALVATORE BONACCORSO

TOWNSHIP COUNCIL

WILLIAM SMITH, PRESIDENT

ANGEL ALBANESE

FRANK MAZZARELLA

ALVIN BARR

PATRICK O'CONNOR

STEVEN HUND

BRIAN P. TOAL

A handwritten signature in black ink, appearing to read "Richard O'Connor", is written over a horizontal line.

Richard O'Connor, P.E., P.P., C.M.E.

Township Engineer

New Jersey Professional Engineer License No. 33029

July 31, 2024

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A. NOTICE TO BIDDERS

NOTICE TO BIDDERS

Notice is hereby given that sealed Proposals will be received by the Township of Clark, Union County, New Jersey for the:

PROPOSED PARKING AREA FOR BARTELL PARK AND VARIOUS OTHER CAPITAL IMPROVEMENTS

and opened and read in public by the Municipal Clerk or her designee in Room 30, 430 Westfield Avenue, Clark, New Jersey 07066 on **Tuesday, August 13, 2024 at 10:00 a.m.** prevailing time. It is anticipated that an award of contract will be made on August 19, 2024.

Plans and Specifications for the proposed Work, prepared by Richard O'Connor, P.E., Township Engineer, are available from Grotto Engineering Associates, LLC, 77 Brant Avenue, Suite 105, Clark, New Jersey, 07066 P: (908) 272-8901, F: (908) 272-8902 and may be inspected by prospective Bidders during business hours between 9:00 a.m. and 4:30 p.m. and purchased for Fifty Dollars (\$50.00), non-refundable. Checks shall be made payable to Grotto Engineering Associates, LLC. Bidding documents must be obtained directly from the office of the Engineer.

NO TELEPHONE INQUIRIES WILL BE ACCEPTED. NO ESTIMATED COSTS OR QUANTITIES SHALL BE GIVEN BY FAX OR TELEPHONE.

Bids shall be made in triplicate. One original and two copies. Each bid must be furnished on the proposal sheets included in the Contract Documents. Proposals must be enclosed in sealed envelopes bearing the name and address of the Bidder, and the name of the Work on the outside; addressed to Mayor and Council, Township of Clark; and must be accompanied by a statement of Consent of Surety from a surety company authorized to do business in the State of New Jersey and acceptable to the Township; and either a Bid Bond or a Certified Check drawn to the order of Township of Clark for not less than ten percent (10%) of the amount bid, except that the check need not exceed \$20,000.00.

The Township reserves the right to require a complete financial and experience statement from prospective Bidders showing that they have satisfactorily completed work of the nature required before awarding the Contract. A **Valid Business Registration** issued by the State of New Jersey is to be provided prior to the Award of Contract. The Business Registration Certificate must be obtained by the Bidder prior to the receipt of Bids; however, a Business Registration Certificate is not required in the submission of the Proposal Forms for this Contract.

Proposals for this Contract will be accepted only from Bidders who have properly qualified in accordance with the requirements of the Contract Documents.

The Township reserves the right to reject any or all Bids or to waive any informality where such informality is not detrimental to the best interest of the Township. The right is also reserved to increase or decrease the quantities specified in the manner designated in the Specifications.

The successful Bidder shall be required to comply with the following:

- A. Anti-Kickback Regulations under Section 2 of the Act of June 13, 1934, known as the Copeland Act.
- B. The Affirmative Action requirement of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27
- C. The provisions of the New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1963, effective January 1, 1964.
- D. All Bidders are required to comply with the Regulations of P.L. 1999, c.238, "The Public Works Contractor Registration Act" when dealing with repair, maintenance or improvements to a public building.

All Bids shall be binding upon the Bidder for a period of 60 days subsequent to the opening of Bids.

BY ORDER OF the Mayor and Township Council of the Township of Clark, Union County, New Jersey.

Salvatore Bonaccorso, Mayor

B. INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

B-1 INVITATION TO BID

In accordance with the advertisement (Notice to Bidders), Proposals will be received for the performance of the Project, the designation of which is stated in the advertisement.

Bids are required on the items requested in the Proposal Form for the Project. The prices bid shall cover all costs of any nature, incident to or growing out of the work including the cost of all work, labor, materials, equipment, transportation, and all else necessary to perform and complete the Project in the manner and within the time required, all incidental expenses in connection therewith, all costs for loss by damage or destruction of the Project, for any additional expenses on account of unforeseen difficulties encountered, for settlement of damages and for replacement of damages and for replacement of defective work and materials.

Before submitting a Proposal, the Bidder shall be familiar with the Drawings, Specifications, and other documents that will form parts of the Contract.

B-2 CONTRACT DOCUMENTS

Specifications, Proposal Forms and other Contract documents are on file in the Office of the Municipal Clerk, Room 28, 430 Westfield Avenue, Clark, New Jersey, and may be inspected by prospective Bidders during business hours between 8:30 a.m. and 4:00 p.m. and purchased for Fifty Dollars (\$50.00).

B-3 WHERE TO SUBMIT BIDS

Bids are to be either hand delivered or mailed to the Municipal Clerk, 430 Westfield Avenue, Clark, New Jersey 07066 and must be identified as a Bid on the outside of the envelope and be received by the Municipal Clerk in Clerk's Office no later than ten (10) minutes prior to the time set for the opening of Bids.

Bids hand delivered less than ten (10) minutes prior to the time set for the opening of Bids shall be hand delivered to Room 30 of the Municipal Building and presented to the Township Official in charge of the Bid opening prior to the closing of the receipt of Bids at the prescribed time.

B-4 INFORMAL PROPOSALS

The Township may consider informal any Proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and/or all Proposals.

B-5 WITHDRAWING PROPOSALS

Proposals forwarded to the Township before the time of opening of Proposals may be withdrawn upon written application of the Bidder who shall be required to produce evidence showing that he is or represents the principal or principals involved in the Proposal.

Proposals may not be withdrawn within twenty-four (24) hours of the stipulated time of opening of Bids.

B-6 ADDENDA AND INTERPRETATIONS (PRE-BID)

No interpretation of the meaning of the Drawings, Specifications or other pre-Bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to the Engineer at the address given in the Notice to Bidders (Advertisement) and to be given consideration must be received at least ten (10) business days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the

Specifications which, if issued, will be mailed by certified mail, with return receipt requested, or sent via facsimile to all prospective Bidders (at the respective addresses or fax number furnished for such purposes), no later than seven (7) business days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under the Bid as submitted. All addenda so issued shall become part of the Contract Documents.

B-7 INSPECTION OF DOCUMENTS

The Bidder should thoroughly examine and familiarize himself with the Specifications and all other Contract Documents. The Contractor, by the execution of the Contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument, and the Township will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

B-8 ALTERNATIVE BIDS

No alternative Bids will be considered unless alternative Bids are specifically requested by the Technical Specifications and Bid Forms.

B-9 BIDDING PROCEDURE

All Bids must be submitted on the loose Proposal Forms supplied by the Township with each set of Specifications and shall be enclosed in sealed envelopes addressed to the Township and clearly labeled with the name of the Contract, name of Bidder, and date and time of Bid opening to prevent premature opening. Any Bid which deviates from the proposal format described herein may be considered defective by the Township. More than one (1) Proposal from an individual, a firm or partnership or a corporation or association of principals under the same or different names, shall not be considered.

Bids received after the time specified in the Invitation To Bid will not be considered.

All prices and amounts must be written in ink or, preferably, typewritten. All erasures or corrections must be initialed by each signatory to the Proposal.

No Bids will be considered in which all of the items given in the Estimate of Quantities are not filled out. Bidders are cautioned not to attach any conditions, limitations or provisions to the proposal as such conditions, limitations or provisions will render their Bid informal and cause its rejection.

Unless otherwise specified, the price bid for each of the items in the Proposal shall be for the material in place. Any and all work necessary to construct, erect or place such material shall be estimated and included in the cost of each item.

B-10 ERRORS IN PROPOSALS

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sum of the extended totals and the total bid submitted the correct sum shall govern. Amounts written in words shall govern over the amounts given in numerals.

B-11 ESTIMATED QUANTITIES

The Engineer has attempted to estimate in approximate amounts, in each class, to cover the Contract requirements; however, it is usually expected that the amount finally paid will be different than those submitted for bidding. In either case, if a greater or lesser amount of the various classes given in the estimated amounts for bidding is required to finally complete the Work, the Contractor agrees to make no claim for the variation but will accept final payment on the actual amount of Work performed at his unit price bid.

B-12 BIDDERS TO EXAMINE SITE AND CONDITIONS

All Bidders or their representative(s) are required to visit the site of Work of this Contract and examine the means of access to the site. Bidders shall make all necessary investigations to become thoroughly informed as to the character and magnitude of all Work involved in the complete execution of the Contract, including facilities for delivery and handling of material, plant(s), if any, at site, and conditions and difficulties that will be encountered in the performance of the work specified herein. All examinations and investigations will be made prior to submission of Bids.

The Bidder is assumed to have fully informed himself of all the conditions to be found at the site of the Work, including all physical characteristics above, on and below the surface of the ground; to have examined the Drawings and Specifications; to have read and understood every section and clause of the Contract and all other matters which can in any way affect the Work under the Agreement. The Contractor agrees that he will make no claims for, or have any right to, damages or extension of time of completion of the Work because of misinterpretation or misunderstanding of the Contract, the Drawings and Specifications or because of lack of information.

B-13 SUBSURFACE CONDITIONS

It is the obligation of the Bidder to make his own investigation of subsurface conditions prior to submitting his Proposal. The Contractor agrees that he will make no claims against the Township if, in carrying out the Project, he finds that the actual conditions encountered, or the estimates of quantities shown on the Drawings or in the Proposal Form, based on said borings, test excavations, and other subsurface investigations or records do not conform to those indicated by said borings, test excavations, records or estimated quantities,

B-14 PUBLIC UTILITIES

The following utility companies are known to have facilities in the area of this Contract:

1. Verizon Communications
2. Public Service Electric & Gas
2. New Jersey American Water
4. Elizabethtown Gas Company
5. Comcast Cablevision
6. Township of Clark Sewer
7. Rahway Valley Sewer Authority
8. Middlesex Water Company

The above list shall not be considered complete. It is the responsibility of the Contractor to contact NJ One-Call (800.272.1000) and, if necessary, all utility companies which may or may not have facilities within the area prior to construction, to verify subsurface utility locations, by certified mail with a copy to the Engineer. Where doubt exists, N-Scope, test pits, etc., shall be employed to pinpoint the utilities.

B-15 BID DOCUMENTS

All Proposals will be accompanied by the following properly executed forms:

- a. Proposal Security (Bid Bond)
- b. Non-Collusion Affidavit
- c. Consent of Surety
- d. Disclosure Statement
- e. Acknowledgement of Principal
- f. Affirmative Action Affidavit
- g. Contractor's Experience Statement
- h. Equipment List
- i. Bid Document Submission Checklist
- j. Acknowledgment of Receipt of Changes to Bid Documents Form

Non-inclusion of the above documents may be cause for rejection of the Proposal by the Township.

B-16 REJECTION OF PROPOSALS

The Township reserves the right to reject any or all Proposals if:

- a. There are errors or omissions in the Proposal;
- b. Bidder is not qualified to perform the Work;
- c. Prices are obviously unbalanced;
- d. Competition obviously has been suppressed;
- e. Bidder has previously performed work for the Township or Engineer in an unsatisfactory manner;
- f. There is evidence or indication of collusion or fraud;
- g. There are limitations or provisos to the Proposal;
- h. It is deemed advisable to do so in the interest of the Township.

More than one (1) Proposal from an individual, a firm or partnership or a corporation or association of principals under the same or different names, shall not be considered.

B-17 MODIFICATIONS OF PROPOSAL

Any Bidder may modify his Proposal by telegraphic communication or registered mail at any time prior to the scheduled closing time for receipt of Bids, provided such communications are received by the Township prior to the closing time, and, provided further, the Township is satisfied that a written confirmation of any telegraphic modification over the signature of the bidder was mailed prior to the closing time. The communications should not reveal the bid price but should provide the addition or subtraction or other modification so that the Township will not know the final price or terms until the sealed Bid is opened.

B-18 TIME FOR RECEIVING BIDS

Bids received prior to the advertised hour of opening will be securely kept and sealed. The Officer of the Township whose duty it is to open the Bids will decide when the specified time has arrived, and no Bid received thereafter will be considered.

B-19 OPENING OF BIDS

At the time and place fixed for the opening of Bids, the Official of the Township so named above will open and publicly read aloud every Bid received within the time set for receiving Bids. Bidders and other interested persons may be present, in person or by representative.

B-20 BASIS OF CONTRACT AWARD

Bids will be received under these Specifications for the completion of the whole Work. The correct total lump sum will govern in the awarding of Contract. The Contractor must give separate prices per unit measure for each of the several, classes of work to be performed as given in the Estimate of Quantities. The sum of the estimated quantities multiplied by the prices per unit of measure should equal the lump sum bid. Proposals are requested on a unit price basis unless designated otherwise. The Bidder shall state in the Proposal Form the price per unit of measure of each scheduled item of Work, for which he will agree to carry out the Work as well as the total price for the performance of the Project as determined by multiplying each estimated quantity by the price per unit of measure bid therefore and adding together the resulting amounts.

The Township of Clark will evaluate the total bid price, based on available funds.

B-21 METHOD OF AWARD

Award, if made, will be to the lowest responsible Bidder whose Proposal complies in all respects with the requirements therein. Where alternate Bids are requested for more than one (1) method or type of construction, the decision as to the method or type to be adopted and constructed is expressly made to the Bidder whose total Bid for the entire Work of the type selected, as based upon the estimated quantities, is lowest, provided that the Bidder, in the opinion of the Township, is otherwise qualified to perform the Work. A Contract will not be awarded to a Bidder who has failed to bid on the alternate type of work or material covered in the Proposal.

The award will not bind the Township, nor shall any Work be on account of the proposed Contract until the Contract has been fully executed, delivered and approved.

B-22 PROPOSAL SECURITY (BID BOND)

Each Proposal must be accompanied by a Bid Bond or a certified check drawn on a New Jersey Bank or Trust Company, in the amount of at least ten percent (10%) of the amount of the Bid, except that the amount need not exceed \$20,000.00.

Such proposal security will be returned to all except the three (3) lowest Bidders within five (5) working days after the opening of Bids; the remaining proposal security will be returned to the three (3) lowest Bidders within three (3) working days after the Township and the successful Bidder have executed the Contract.

If no Contract has been executed within sixty (60) calendar days of the date of opening of Bids, then, upon demand of any Bidder, the Township shall return his proposal security, provided, however, that the Bidder making such demand has not been notified of the acceptance of his Proposal and, provided further, that an extension of time has not been agreed to in accordance with RS 40A:11-24.

Revised Bids submitted before the opening of Bids, whether hand delivered or forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid Bond adjusted proportionately; otherwise the Bid will not be considered.

B-23 CONSENT OF SURETY

In addition to the proposal security, each Proposal must be accompanied by a statement, similar in form to that annexed to the Proposal, of a surety company authorized to do business in the State of New Jersey and acceptable to the Township, agreeing, in the event that the Bidder is awarded the Contract, to furnish a Performance Bond, in the form annexed hereto, of a face value of one hundred percent (100%) of the amount of the Proposal.

B-24 NON-COLLUSION AFFIDAVIT

Each Bidder shall execute and attach to his Bid an affidavit, in the form prescribed elsewhere in this Specification to the effect that he has not entered into a collusive agreement with any other person, firm or corporation in regard to any Bid submitted.

B-25 QUALIFICATIONS OF BIDDERS

Bidders must be experienced in the kind of work required to be performed, have the equipment required, and/or have the means to secure it, and have sufficient capital to properly execute the Work within the time allowed.

The Contractor is to fully complete the "Bidder Qualification Form" and submit it with his Proposal.

Proposals received from Bidders who have previously failed to complete Contracts within the time scheduled therefore, or who have performed similar Work in an unsatisfactory manner, may be rejected.

If the Bidder has filed a Bidder Qualification Form of the type required within six (6) months of the date of receipt of Bids, he may meet the requirement of the Article by submitting, with his Bid, a statement describing any material changes in his financial standing since the date of his last submittal including a description of the status of any current contracts.

B-26 EQUIPMENT AND CONSTRUCTION METHODS

The Contractor shall provide an Equipment Certification with his Proposal listing the equipment he has available and proposes to provide and use on the Project.

The Contractor shall provide equipment of size, capacity, and operating characteristics suited to the close proximity of public and private improvements and features that are to be disturbed as little as possible, the size and depth of facilities to be installed, and the intense private use and occupancy of much of the route of the proposed Work. The Contractor shall use construction procedures and personnel suited to the conditions of the Project, and at all times use care and courtesy in dealing with residents and their property.

B-27 BIDDERS REFERRED TO LAWS

The attention of the Bidders is especially directed to the provisions of Federal, State, County and Municipal Laws, statutes and regulations that may apply to the Work, particularly with regard to obstruction of streets, maintaining of signals, storing and handling of explosives, etc. Particular note is to be taken also of those provisions affecting the Contractor or his employees in the prosecution of the Work or his relation to any political subdivision or person. Contractor shall comply with all pertinent laws, statutes, ordinances and regulations.

B-28 NOTICE OF AWARD AND EXECUTION OF CONTRACT

The successful Bidder, when selected, will be notified by a personally hand delivered or registered letter, and within ten (10) calendar days after Notice of Award shall furnish and deliver to the Township the Surety Performance Bond, Certificates of Insurance and other necessary documents pertaining to the Contract. Upon approval of said documents, both copies of the Proposal Form will be dated and signed by the Township and one fully executed copy will be returned to the successful Bidder.

B-29 NOTICE TO PROCEED

Notice to Proceed shall be issued by the Township.

B-30 TIME FOR COMPLETION OF WORK

All Work stipulated in this Contract shall be completed within **45 calendar days** from the date of the Notice to Proceed and as described in the General Conditions.

B-31 FAILURE TO EXECUTE OR FURNISH DATA

The failure of the successful Bidder to execute and deliver the Contract, or furnish the required bonds or insurance certificates within the ten (10) calendar days after Notice of Award, or within such extended period as the Township may grant, shall constitute a default, and the Township may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and may charge against the defaulting Bidder the difference between the amount of the Bid and the amount for which the Contract is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by re-advertising, the defaulting Bidder shall have no claim against the Township for a refund.

B-32 PERFORMANCE BOND

Upon delivery of the Contract, together with an estimated cost of the Work, the Contractor shall furnish a surety bond or bonds of face value equal to one hundred percent (100%) of the amount of the Proposal as security for faithful performance of the Contract and for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract, as specified in the contract documents, annexed hereto. The Surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Township.

The Surety bond or bonds provided shall not be released until final acceptance of the whole Work and then only if all liens or claims have been satisfied and any maintenance or guarantee bonds required have been executed and approved by the Township.

B-33 CERTIFICATE OF INSURANCE

The Contractor shall furnish certificates of both public liability and workmen's compensation insurance satisfactory to the Township as to company and limits. A certificate endorsed by the company shall be furnished stating that said company would notify the Township thirty (30) calendar days in advance of any cancellation becoming effective.

B-34 STATEMENT OF OWNERSHIP

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, County, Municipal or school District contract for the performance of any Work or the furnishing of any materials or supplies, unless, prior to the receipt of the Bid or accompanying the Bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners who own a ten percent or greater interest therein.

B-35 WITHDRAWAL OF BID

This section outlines permission for the Bidder to withdraw a Bid due to a mistake in certain circumstances, pursuant to N.J.S.A 40A:11-23.3.

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

A Bidder claiming a mistake under N.J.S.A 40A:11-23.3 must submit a request for withdrawal, **in writing**, by certified or registered mail to Township Clerk, 430 Westfield Avenue, Clark, NJ 07066. The Bidder shall request withdrawal of a Bid due to a mistake, as defined by the law, within five (5) business days after the receipt and opening of the Bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Township Clerk may contact any or all Bidders, after Bids are opened, to ascertain if any Bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A 40A:11-23.3.

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

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

C. GENERAL INSTRUCTIONS & CONDITIONS

GENERAL INSTRUCTIONS AND CONDITIONS

C-1 DEFINITIONS

In these Contract Documents, the following terms, abbreviations or pronouns are used; their intent and meaning shall be interpreted as follows:

ABBREVIATIONS

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
APWA	American Public Works Association
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASTM	American Society for Testing Materials
NEC	National Electric Code
NEMA	National Electric Manufacturers Association
NJDOT	New Jersey Department of Transportation
OSHA	Occupational Safety and Health Administration
LS	Lump Sum
EA	Each
LF	Linear Feet
CY	Cubic Yard
SF	Square Feet
SY	Square Yards

Bid

The Offer or Proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder

Any individual, firm or corporation submitting a Proposal for the Work contemplated, acting directly or through a duly authorized representative.

Change Order

A written order to the Contractor signed by the Township authorizing an addition, deletion or revision of the Work, or an adjustment of the Contract amount & Contract time.

Clerk

The Clerk of the governing body of the Township of Clark

Contract

The Agreement covering the performance of the Work and the furnishing of materials in the construction of the Work. The Contract shall include the: "Proposal", "Contract Documents", "Drawings", "Specifications", "Performance Bond", and "Invitation To Bid"; also any and all supplemental agreements which reasonably could be required to complete the construction or the Work in a substantial and acceptable manner.

Contractor

Party of the second part to the Contract acting directly or through his agents or employees, and primarily liable for the acceptable performance of the Work, and for the payment of all debts pertaining to the Work.

Contract Documents

The Contract: Invitation to Bid; Proposal; Instructions to Bidders; General Instructions and Conditions; Special Provisions; Specifications, Standard and Supplementary Drawings; Addenda; and Modifications.

Drawings

All plans or reproductions of Drawings furnished by the Engineer pertaining to the construction of the Project or any portion thereof.

Engineer

Whenever the word "Engineer" is used in reference to the Work or any part thereof in these Specifications or the Contract, it shall be understood to apply and refer to the "Township Engineer" of the Township of Clark. The Township Engineer shall be duly authorized to represent the Township in the execution of the Work covered by the Specification and Contract. The term "Engineer" or the pronouns used in place thereof shall refer to acting either directly or through assistants under him, limited to the particular duties entrusted to them.

Inspector

An authorized representative of the Township assigned under the supervision of the Engineer to the inspection of the Work.

Materials

All raw or prepared, and/or fabricated products entering into the finished Work.

Modification

Written amendment of the Contract documents signed by both parties; a change order; or a written clarification or interpretation issued by the Engineer.

Owner

The Township of Clark; the party of the first part of the Contract

Performance Bond

The approved form of security furnished by the Contractor and his Surety as a guaranty of good faith to execute the Work in accordance with the terms and conditions of the Specifications and Contract.

Project

The design or scheme used and set forth on the Drawings and to be carried out by the Specifications to complete the Work in a manner satisfactory to the Engineer.

Proposal

The approved, prepared Form on which the Bidder will submit his prices for the Work contemplated.

Proposal Security

Also referred to as "Bid Bond" or "Bid Guaranty", the security designated in the Proposal, to be furnished by the Bidder as a guaranty of good faith to enter into a Contract with the Township if the Work is awarded to him.

Roadway

That portion of the highway included between the gutter or side ditch lines, reserved for the accommodation of the traveling public, and its appertaining structures and slopes, and all ditches, channels, waterways etc., necessary to its correct drainage.

Specifications

The directions, provisions, and requirements contained herein, together with all written agreements, made or to be made, pertaining to the method and manner of performing the Work, or the quantities and qualities of materials to be furnished under the Contract.

Structures

All bridges, culverts, inlets, manholes, walls, buildings and any other physical features which may be encountered in the Work and not classified herein.

Subcontractors

An individual firm or corporation having a direct Contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Surety

The corporate body which is bound with and for the Contractor, who is primarily liable and which engages to be responsible for his payment of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.

Work

Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project under the Contract documents, including the furnishing of all labor, materials, equipment, and other incidentals.

Working Day

A calendar day, exclusive of Saturdays, Sundays, and legal holidays observed by the Township, on which, in the sole opinion of the Engineer, weather and working conditions permit the Contractor to make effective use during normal working hours, of not less than one-half of his normal current daily man-hours.

C-2 SCOPE OF WORK

The Contractor shall furnish all of the materials, labor, equipment, services, tools, and items of every kind and nature required or implied by, or appurtenant in any way, to provide a complete functioning Project as shown on the Drawings and as described in the Specifications for the Project in accordance with the requirements and provisions of the following documents which are hereby made a part of the Agreement:

1. Drawings prepared or furnished by the Engineer
2. Specification documents including;
 - A. Notice to Bidders
 - B. Instructions to Bidders
 - C. General Instructions and Conditions
 - D. Special Provisions
 - E. Standard Specifications
 - F. Supplementary Specifications
 - G. Proposal and Supplemental Forms & Requirements
 - H. Appendix
3. All Addenda which may be issued.
4. Special Instructions and modifications issued by the Engineer during construction.
5. All other Contract documents included herein and made a part thereof.

C-3 DRAWINGS AND SPECIFICATIONS

The Project shall be performed in accordance with the requirements of the Drawings and Specifications, or such modifications thereof as may be made during the progress of the Work. Drawings showing general outlines and details necessary for a comprehensive understanding of the Project form a part of the Contract and are on file at the office of the Engineer. The Contractor will receive two (2) copies of these Drawings and Specifications, one of each shall be kept at the site of the Project. Additional copies may be purchased at the original Bid price contained in the Invitation To Bid.

On the Drawings, figured dimensions shall govern in the case of discrepancy, between the scale and figures. The Drawings and Specifications are intended to be complete, but if any deviations from the same are required by the exigencies of construction, they, in all cases, shall be determined by the Engineer and authorized in writing. The Engineer shall have the right to correct apparent errors or omissions in the Drawings and Specifications and to make such interpretations as he may deem necessary for the proper fulfillment of the intent of the Drawings and Specifications. Where doubt exists as to the meaning of the Drawings, Specifications or other matters relative to the proposed Work, the Engineer shall interpret them and his decisions shall be final.

The current Standard Specifications for Road and Bridge Construction of the New Jersey Department of Transportation; 2007 Edition, as added to and/or amended elsewhere herein by the Invitation to Bid, Proposal, Instructions To Bidders, General Instructions and Conditions, Special Provisions, and Supplementary Specifications; shall insofar as technical requirements are involved, govern in the execution of this Project.

Such Standard Specifications are made a part of these Specifications by this reference and will not be repeated herein. It is the responsibility of prospective Bidders to familiarize themselves with these Standard Specifications, copies of which may be examined at the office of the Engineer and may be obtained from the NJDOT website or, upon payment of the cost thereof from:

**Department of Transportation
State of New Jersey
1035 Parkway Avenue
Trenton, New Jersey 08625**

The Notice to Bidders (Advertisement) Proposal, General Instructions and Conditions, Special Provisions and/or Supplementary Specifications shall govern and prevail in the case of conflict between them and the Standard Specifications.

In these Standard Specifications, the words "Commissioner" or "Department" shall refer to and mean the person, persons, body, board, or agent legally empowered to enter into Contracts and otherwise legally act for the Township. The word "State" shall refer to and mean the Township as hereinbefore defined and the word "Inspector" shall mean the authorized Project representative of the Engineer with the authority as hereinbefore defined. The word "Laboratory" shall mean and refer to the Engineer, who may at his discretion, and the consent of the Township, employ qualified technical personnel or testing laboratories to assist him in fulfilling the duties normally assigned to the "Laboratory" in these Standard Specifications.

When reference is made herein to the bulletins, standards, specifications or the requirements of societies, associations, institutes or organizations as listed under DEFINITIONS. The requirements of the bulletins, standards, specifications, publications or requirements referred to shall be considered a part of these Specifications by such reference and shall not be repeated herein but shall have the same import and be as binding as if herein set forth in full.

C-4 CONTRACT DOCUMENTS

The Contract documents consist of the Contract, Notice to Bidders (Advertisement), Proposal, Instructions to Bidders, General Instructions and Conditions, Special Provisions, Standard Specifications, Supplementary Specifications, Drawings, Addenda and Modifications.

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

- Contract Agreement
- Addenda, Bulletins, change of Drawings
- Details
- Drawings
- Supplementary Specifications
- Special Provisions
- Standard Specifications
- General Instructions and Conditions
- Instructions to Bidders

In case of discrepancies between calculated and scaled dimensions on the details or Drawings, the calculated dimensions shall govern.

All Contract documents and copies thereof are furnished by the Township for use only on the Project herein described and, with the exception of those sets which have been signed in connection with the execution of the Contract, shall at all times remain the property of the Township. They shall not be used in connection with any other Project.

C-5 INTENT OF CONTRACT DOCUMENTS

It is the intention of the Contract documents to describe a complete Project; to be constructed in accordance with, all the requirements therein notwithstanding that each and every item required may not be shown on the Drawings or mentioned in the Specifications. The Contract documents comprise the entire Agreement between the Township and the Contractor and may be amended or added to only as herein described.

The Contract Documents are complementary; they are to be considered as one instrument; the intent is to make them explanatory one of the other. No sections thereof or any papers attached to or bound with the Contract Documents shall be detached as each one is a necessary part thereof.

C-6 TOWNSHIP TO FURNISH DRAWINGS AND SPECIFICATIONS

The Township will furnish or cause the Engineer to furnish the Contractor with two (2) complete sets of Drawings (paper prints) and two (2) complete sets of other Contract Documents after the execution of the Contract Agreement. Additional sets of Drawings or Contract Documents will be furnished to the Contractor upon request, at the cost of reproduction.

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

C-7 CONTRACTOR TO REVIEW DRAWINGS AND SPECIFICATIONS

The Contractor shall be assumed to have reviewed all Drawings, Details, and schedules for conflicts or discrepancies. The Contractor shall notify the Engineer of any and all conflicts or discrepancies therein for interpretation and correction and/or revision as necessary.

The Contractor will be deemed to have fully examined the Drawings and Contract documents during the preparation of his Proposal and to have been aware of and have made allowance therein for any such discrepancies; consequently, no additional compensation on account of any such discrepancy will be due the Contractor in excess of the amounts scheduled in his Proposal.

C-8 WORK TO BE PERFORMED

The Work of the Contract comprises the performance and completion of the Project, including the furnishing of all materials, equipment, transportation, labor, and all else necessary therefore and incidental thereto and final cleaning up, payment of all due obligations, and the replacement of any defective work or materials all as herein provided.

C-9 QUALITY OF WORK REQUIRED

Materials Required

All materials required for the Work, unless otherwise provided, shall be provided by the Contractor and shall be subject to the Engineer's approval before and/or after delivery and before and/or after incorporation into the Work. Unless otherwise provided, all materials shall be new and, wherever possible, shall be manufactured or farm products of the United States.

All materials shall have been inspected, tested, and approved at their source and shall be certified as meeting the requirements of the specification for same. The costs of testing materials shall be borne by the Contractor.

Materials shall not be used until approved by the Engineer. All materials which appear to be defective or unclean when received or which may become damaged while in storage, shall not be used in the Work, even though they have been previously accepted.

Workmanship Required

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

Equivalent Materials and Workmanship

Wherever in the Contract Documents a particular brand or make of materials is shown or specified by trade name or otherwise, such brand or make of materials is to be regarded as standard. If the Contractor wishes to furnish or use a proposed substitute, he will be required to show, to the satisfaction of the Engineer, that the proposed substitute will perform adequately the duties required by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. No substitute shall be used without the written permission of the Engineer who shall be the sole judge of equality.

C-10 EQUIPMENT REQUIRED

All Bidders should familiarize themselves with the requirements herein regarding the equipment required for the proper execution of the Work. All equipment used shall, in the opinion of the Engineer, be proper for the Work to be performed. No equipment that, because of its weight or dimensions, will cause damage to public or private property shall be allowed.

Good and sufficient equipment in proper working order shall be used to insure the completion of the Work and shall be operated so as not to do damage to public or private property. When a specific type of equipment is called for, it shall be provided and used. All equipment is subject to the approval of the Engineer. The responsibility for damage done through the use of improper tools and equipment shall be borne by the Contractor.

C-11 PROGRESS SCHEDULE

At the time of the Preconstruction Meeting, the Contractor shall submit a written statement of the methods of construction, which he proposes to adopt in order to complete the Project within the specified time limit. The statement shall include a detailed sequence of construction operations, rates of progress, completion dates, and the type amount, and delivery dates for all materials and equipment.

The purpose of this schedule is to insure that the Project proceeds in a timely and organized manner and that the Work will be coordinated with the Work performed by others under concurrent Contracts. This schedule, which shall be subject to the Engineer's approval, shall be the basis of operations and the Contractor may not deviate from it without the permission of the Engineer.

From time to time, this schedule may be amended as the Work progresses but such revisions shall be subject to the approval of the Engineer and shall in no way relieve the Contractor of any responsibility under this Contract.

C-12 PRECONSTRUCTION MEETING

Prior to commencement of work by the Contractor, the Engineer will hold a Preconstruction meeting which shall be attended by the Contractor, representatives of the Township Police Department and Public Works Department, and others which may be designated by the Engineer.

C-13 COMMENCEMENT OF WORK

The Contractor shall begin work within five (5) calendar days after receipt of the Notice To Proceed, but not until the following conditions have been met:

- a. The Contract has been fully executed and the required bonds and insurance certificates have been provided and approved by the Township;
- b. The Contractor has executed and returned the Notice To Proceed to the Township;
- c. The Contractor has provided the Township with a minimum of forty-eight (48) hours notice concerning the time and place he intends to commence work; and
- d. The Contractor has received permission from the Township to commence work.
- e. The Contractor has met with the Township Engineer and Police Department and has received approval of a Traffic Control Plan.

The place where the Work is to be started will be as stated elsewhere herein or will be designated on the ground by the Engineer.

C-14 PROSECUTION OF THE WORK

The Contractor shall proceed with the Work in accordance with the approved progress schedule and shall continue without interruption in a diligent, consistent manner to completion.

The Work will be prosecuted from as many different points in such part or parts and at such times as may be directed, and shall be conducted in such manner and with sufficient materials, equipment, and labor as is considered necessary to ensure its completion within the time set forth in the Contract. Should the prosecution of Work for any reason be discontinued by the Contractor with the consent of the Engineer, he shall notify the Engineer at least twenty-four (24) hours before again resuming operation.

Failure to prosecute the Work, without the permission of the Engineer, for a period of ten (10) consecutive days will be considered an abandonment of the Contract. No claims for damages shall be made by the Contractor for any delay or hindrance from any cause whatsoever. When, in the opinion of the Engineer, either the working force or the equipment are inadequate or insufficient to insure completion of the Work within the specified time, the Engineer may order the Contractor to correct same, and the Contractor will comply with the order.

C-15 JOB MEETINGS

The Contractor, his Subcontractors, his material men, and suppliers whose presence is requested shall attend all job meetings called by the Engineer upon forty-eight (48) hours notice. Lack of attendance at any job meeting by any of the above shall be sufficient reason for the suspension of Work as herein provided. The proceedings of all job meetings shall be recorded by the Engineer who shall furnish two (2) copies of each proceeding to the Township and four (4) to the Contractor for distribution as required.

C-16 TIME FOR COMPLETION OF WORK

The Contractor shall complete all work on this Project within **90 calendar days** of the Notice To Proceed.

C-17 UNAVOIDABLE DELAYS/TIME EXTENSIONS

If the Contractor shall be delayed in the completion of his Work by reason of unforeseeable causes beyond his control and without his fault or negligence, including but not restricted to acts of God or of the public enemy, acts of neglect of the Township, quarantine restrictions, strikes, riots, civil commotion or freight embargos, the specified time for the completion of Work shall be extended by such time as shall be fixed by the Township. No such extension of time shall be deemed a waiver by the Township of its right to terminate the Contract for abandonment or delay by the Contractor as provided in the Contract, nor shall such extension be deemed to relieve the Contractor from full responsibility for performance of his obligations hereunder. Furthermore, the Contractor, shall have no right to, nor shall make any claim whatsoever for damages by reason of the delay.

C-18 NORMAL WORKING HOURS REQUIRED

Unless otherwise provided, the Contractor will be expected to accomplish all of the Work of this Project during normal working hours. No Work will be performed on Saturdays, Sundays, Legal Holidays, in excess of eight (8) hours or prior to 7:00 AM on any normal working day, without the permission of the Engineer, except as necessary for the care and protection of Work already completed.

Work that may impact the regular flow of traffic, such as milling and paving operations, shall be performed during non-peak travel times and may require work be performed during the night. The Contractor shall coordinate with the local Police department and the township officials regarding the same. The Contractor shall furnish all necessary equipment including but not limited to work-lights and generators that are required to perform the work in a satisfactory and safe manner.

C-19 LIQUIDATED DAMAGES

The Contractor shall be liable to the Township for all expenses, losses or damages, as determined by the Engineer, incurred in consequence of any defect, omission or mistake of the Contractor, his Subcontractors, agents or employees, or for the making good thereof. **If the Contractor is permitted to finish the Work after the specified period of completion, the Township shall have full authority to and may deduct and retain from any payments due the Contractor the sum of One Thousand Dollars (\$1,000.00) for each calendar day thereafter that the Contract remains uncompleted, all as liquidated damages, and not as a penalty, to defray reasonable loss to the Township due to failure complete the Work in the stipulated time.**

The said amount is fixed and agreed upon because of the practicality and extreme difficulty of fixing and ascertaining the actual damages the Township would in such event sustain, and said amount is agreed to be the amount of damages which the Township would sustain.

In addition to the forgoing, the Contractor shall and does hereby agree to pay to the Township all additional costs for inspection and engineering for each and every working day that he is in default on time to complete the Work, and for time in excess of eight (8) hours per day on Saturdays, Sundays, or legal holidays.

The Township shall recover such liquidated damages and additional engineering and inspection fees by deducting the amount thereof from any monies due or that may become due the Contractor, and if said monies be insufficient to cover said damages, the Contractor or his surety shall pay the amount due.

C-20 CONTRACTOR'S PERSONNEL

Contractor's Superintendence

The Contractor shall attend to the Work personally or through a competent, English-speaking superintendent, who shall be continually present on the project site whenever Work is in progress. Such a superintendent shall be satisfactory to the Engineer and shall not be removed or replaced without due notice being given the Engineer. The superintendent shall have full authority to act for the Contractor without the need to consult any higher level of authority.

Contractor's Employees

All workmen must be competent and fully qualified in the type of Work to be performed. Any employee of the Contractor who is found by the Engineer to be incompetent, or who is performing his work in an unsightly manner or contrary to the Specifications or the Engineer's instructions, or who is disorderly, shall be removed from the Project and shall not be again employed on the Project without the Engineer's consent.

Work Force to be Sufficient

The quality of superintendence and the number of workmen employed on the Project shall, in the opinion of the Engineer, be sufficient to complete the Project within the stipulated time. No progress payments due or becoming due during this Project shall be certified for payment for as long as any Contractor may be held in violation of the terms of this section.

Certain Employees Prohibited

Neither the Contractor nor any Subcontractor shall engage, on any basis, during the period of this Contract, any of the professional, technical or administrative personnel of the Township who are, or have been employed by the Township during the period of this Contract without the written consent of the Township.

C-21 CONTRACTOR'S WORKING FACILITIES

Working Site – Additional Rights-of-Way

Construction access to the proposed work and all Construction activity shall be confined to public property. If necessary, the Township will provide additional land, easements or right-of-way for the work within the limits designated on the Drawings. The Contractor shall not enter or occupy any land outside of the limits so designated on the Drawings without first obtaining the written consent of the property Owner(s). A copy of such written consent shall be filed with the Engineer. Upon completion of the Work, including all cleanup and restoration, the Contractor shall obtain a written release from the Owners of all lands used, and file such release or releases with the Engineer.

The Contractor shall inform himself of the rights-of-way provided as indicated on the Drawings. The Contractor shall make all necessary arrangements for additional rights-of-way required for his own purposes, such as for storage of equipment and material.

No further payment will be made for additional rights-of-way other than that included in the unit prices bid.

Temporary Utilities

The Contractor shall provide and maintain in a strictly sanitary manner, and at his own expenses, toilet facilities for himself and his workmen, which shall be screened from public view. The location thereof and the method of waste disposal shall be subject to the approval of the Engineer. The Contractor shall observe and enforce all sanitary regulations and maintain satisfactory conditions on all parts of the Work.

C-22 PREVAILING WAGES

Requirements of Law

Attention is called specifically to the requirements of Chapter 10, Title 34, Revised Statutes providing, as a condition of this Contract, the establishment of an eight-hour working day for laborers, workmen, and mechanics, and requiring payment of prevailing rates of wages.

The Contractor will be required to comply with the provisions of the New Jersey Prevailing Wage Act, Chapter 150 of the laws of 1963, setting forth requirements for the payment of prevailing wages and for the proper documentation of such payments.

Wage Rate Determination on File

Copies of the Act cited above and of the New Jersey Department of Labor and Industry Wage Rate Determination for this Project are available at the Office of the Engineer and may be inspected during regular business hours at the Office of the Municipal Clerk.

Wage Rates. A Condition of Contract

Bidders should familiarize themselves with the above-cited Act and the particular wage rate determination for this Project since they will be attached to and be a condition of the Contract to be executed for this Project.

In the event that it is determined that any workmen employed by the Contractor or any Subcontractor covered by this Contract are paid less than the required wage rates, the Township may terminate the Contractor's right to proceed with the Work or such part of the Work as to which there has been a failure to pay required wages and prosecute the Work to completion or otherwise the Contractor and Sureties shall be liable to the Township for any excess costs occasioned thereto.

Prior to final acceptance of the Project by the Township, the Contractor shall file with the Engineer a sworn written statement certifying to the amounts that are due or owing to any and all workmen for wages due on account of this Project. The statements shall set forth the names of the persons whose wages are unpaid and amount due each.

EFFECTIVE AUGUST 15, 2024, REGISTERED CONTRACTORS PERFORMING PUBLIC WORK ARE REQUIRED TO REPORT CERTIFIED PAYROLL RECORDS VIA THE "NEW JERSEY WAGE HUB" ONLINE DATABASE.

C-23 SUBLETTING AND ASSIGNING CONTRACTS

The Contractor shall not sell, sublet, transfer, assign or otherwise dispose of the Contract, or any portion thereof, or of the work provided therein, or his right, title or interest therein, to any third party without the written consent of the Township. The Contractor shall perform the Work with his own organization under his immediate control until the Work is completed and accepted by the Township, except for minority business utilization commitments. Subject to the written consent of the Township, Work may be sublet, but said consent shall be effective only after a Surety Performance Bond satisfactory to the Township has been furnished and delivered by the Subcontractor. Should a Subcontractor violate any of the terms of the Contract and/or Specifications, the Township may, at its

option, end and terminate such Subcontract. The Subcontractor shall look only to the Contractor for the payment of any claims of any nature arising out of said Subcontract and shall make no claim whatsoever against the Township for any Work performed, materials furnished, or things done by reason of said Contract. **The Contractor will not be allowed to subcontract more than 40% of the work on this job.**

C-24 PERMITS TO BE SECURED BY CONTRACTOR

Contractor shall secure all permits, licenses, and bonds, and shall pay all necessary fees required in the prosecution of the work. The Bidder shall fully inform himself as to the cost of all necessary permits, licenses, and bonds, and shall include this cost in the unit prices bid for the work.

C-25 COOPERATION WITH OTHERS

Work of Other Contractors

The right is reserved to the Township to do work with its own employees or by other Contractors and to permit public utility companies and others to do work during and within the limits of or adjacent to the Project. The Contractor shall conduct his Work so as to cause as little interference with the work of such other Contractors as possible.

If any of the Work of the Contractor or his Subcontractors depends upon the proper execution of the Work by others, the Contractor will inspect the Work promptly, give notice to the Engineer of any defects found in such Work that render it unsuitable in the performance of his Work. Failure of the Contractor to inspect and so notify the Engineer shall constitute an acceptance by him, but not of the Township, of the Work as being fit and proper, and the Contractor shall be held liable for any defects that may develop in such Work.

Requirements of Other Bodies

Certain work to be done incidental to this Contract may be required by persons, municipalities or bodies other than the Township. Drawings, Specifications or other available detail information, such as is in the possession of the Township, will be placed on file for the Bidder's reference.

All such file data, if any, is only for the guidance of the Contractor who may use such data at his own discretion. No responsibility is assumed by the Township, Engineer or their agents, as to the completeness or accuracy of the data, or for the acceptance of the Work.

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

Disputes Concerning Non-Cooperation

It is agreed that, in the event of disputes arising as to possible or alleged interferences among various Contractors on the site of the Work, which in the opinion of the Engineer, may retard the progress or adversely affect the quality of the Work, the Engineer is vested with the authority to render a judgment of fault insofar as the interference, if any exists or is occasioned by the Contractor or by any of his Subcontractors or agents or by the Township. Such decisions of the Engineer shall be binding and conclusive on any party to the Contract.

C-26 ADVERTISING REFERENCE AND PICTURES

The Contractor shall not make advertising reference to the Township and no photographs or pictures of this Project shall be made in any advertising done by or for the Contractor without written permission of the Township.

C-27 CONSTRUCTION PHOTOGRAPHS

Prior to commencing construction, the Contractor shall provide sufficient photographs, taken by an experienced commercial photographer, to show the conditions of the project site, including streets and right-of-way, with descriptions of the materials comprising the road surfaces, the planting of the right-of-way, and other pertinent details, as directed by the Engineer.

Specific attention shall be given to existing curbing, sidewalks, improvements, driveways, lawn areas, and monuments. Photographs shall be taken of existing broken or disturbed curbing, sidewalks, driveways, improvements, plantings, lawn areas, and monuments in the vicinity of the proposed construction, in the Contract area prior to construction. Broken or disturbed curbing, sidewalks, driveways, lawn areas, improvements, plantings, and monuments in the vicinity, not so recorded by photographs before construction begins, shall be assumed to have been broken or disturbed by the Contractor and shall be replaced by him prior to final acceptance of the Work.

Color photographs taken by an experienced commercial photographer shall be provided by the Contractor showing the construction areas before Work begins, views indicating progress of the Project and views taken after final restoration. All photographs shall be taken in color, be suitably mounted for binding, and be properly identified with the Contractor's name, direction of view, item or subject of photograph, project name, date of photograph, and photographer's name. All photographs shall be submitted in duplicate and shall be bound in a three (3) ring notebook with each book properly identified by a label on its cover indicating the Contract number, general location, date taken, and Township. At least eight (8) photographs shall be taken each month throughout the duration of the Contract.

C-28 PUBLIC SAFETY AND CONVENIENCE

The Contractor shall conduct his Work in such manner and sequence as will least inconvenience the public, impede access to public and private properties, disrupt operations of public and privately owned utilities and services, including police and fire protection.

The protection of persons and property, and the convenience of the public and of residents adjacent to the Work are of first importance and shall be provided for by the Contractor in an adequate manner satisfactory to the Engineer.

All streets, intersections sidewalks, parking areas, and all other publicly used portions of the Project are to be kept open overnight and on Fridays, Saturdays, and Sundays of each week unless written permission is granted by the Engineer to do otherwise.

If required by construction operations, the Contractor may close roadways and drives for periods not to exceed forty-eight (48) hours with written permission from the Engineer and the Traffic Safety Bureau. Property Owners affected by such closings shall receive written notice of such closings at least twenty-four (24) hours prior to the start of operations. Copies of such notices shall be provided to the Engineer.

Suitable and safe temporary crossings shall be constructed and maintained as necessary where access to adjacent property is required. Fire hydrants shall be free of obstruction at all times and access provided for fire apparatus.

Materials and equipment stored on the site shall be placed so as to cause as little inconvenience to residents and the traveling public as is necessary. Roadways, sidewalks, gutters, and sewer inlets adjoining the work under construction, shall not be obstructed more than is absolutely necessary. The Contractor shall provide for prompt removal, from existing roadways, of all dirt and other materials that have been spilled, washed, tracked or otherwise deposited thereon by his hauling and other operations whenever, in the opinion of the Engineer, the accumulation is sufficient to cause the formation of mud, interfere with drainage, damage pavements or create a traffic hazard.

The Contractor shall employ construction methods and means that will keep flying dust to a minimum. He shall provide for the laying of calcium chloride whenever the public is affected by such dust. The materials and methods of dust control shall be subject to the approval of the Engineer.

Emergencies

In emergencies affecting the safety of persons, public or private property or the Work of the Project, the Contractor, without specific instructions or authorization from the Engineer or Township, is obligated to act, at his discretion, to prevent damage, injury or loss. He will give the Engineer prompt written notice of any changes in the Work or deviations from the Contract documents caused by such action as he was obligated to take.

C-29 MAINTENANCE AND PROTECTION OF TRAFFIC

The Contractor shall erect or place, and maintain in good condition: barricades, warning signs, lights, flares, approved yellow-flashing light units, rubber traffic cones, drums and other warning and danger signals and devices, appropriate and adequate for the specific needs, and subject to the Engineer's approval of working sites; closed roads; intersections; open excavations; locations of material storage; standing equipment and other obstructions; at points where the usable traffic width of the road is reduced; at points where traffic is deflected from its normal courses or lanes; and at other places of danger to vehicular or pedestrian traffic. Barricades and obstructions shall be illuminated and all lights for same shall be kept burning from sunset to sunrise.

The Contractor shall obtain the approval of the Engineer and consent of all appropriate authorities having jurisdiction for any detours which may be required. The Contractor shall make all necessary arrangements with such authorities regarding the establishment, maintenance, and repair of such detours, the regulation and direction of traffic thereon, and the devices installation and maintenance of sign and traffic devices.

Access shall be maintained at all times for emergency vehicles, local traffic, and residents who shall be provided access upon completion of the normal workday. Open trenches shall be completely filled at the end of each day, or securely covered or barricaded for the safety of traffic and residents, as the Engineer may require.

The Contractor shall meet with the Township Engineer and Police Department and receive approval of a Traffic Control Plan.

Uniformed Traffic Directors shall be provided by the Township as deemed necessary by the Division of Traffic Safety at no cost to the Contractor. The Contractor shall coordinate work with the Division of Traffic Safety to allow scheduling of uniformed traffic directors. Failure to provide adequate notice of cancellation to the Division of Traffic Safety will result in the Contractor being charged for said traffic directors at their published standard rates.

It is to be anticipated that the Contractor shall be required to maintain traffic flow over half of the roadway at all times except during final paving. It is likely that provisions for alternating traffic will be required.

C-30 PROTECTION OF PROPERTY

The Contractor shall not enter upon or make use of private property without the written consent of the property owner, nor shall any lands be used by him except by special permission. The use of adjacent streets for storing of materials will not be permitted. The Contractor shall, without cost to the Township, shore up and protect, as may be necessary, all walls, fences or other property within the site of the project that may be injured during the progress of the Work.

The Contractor shall promptly restore or repair, at his own expense and to the satisfaction of the Township, property damaged or destroyed by the Contractor, his employees, agents or Subcontractors. If the Contractor fails to promptly complete such repairs or restoration, the Township may perform such repairs or restoration and the cost thereof will be deducted from any money due or to become due to the Contractor under this Contract; or the Township may deduct from any money due the Contractor, a sum sufficient to reimburse the Township of the property so damaged.

The Contractor shall preserve and protect from damage or replace in kind, all sheds and yard buildings, fences, walks, pavement, gravel drives, shrubs, trees, and decorative perennial plantings and private improvements of all kinds and character. Only those trees specifically permitted by the Engineer shall be cut down and removed; no damage to fibrous or other roots will be tolerated. All plantings, shrubs, sheds and other features shall be moved, preserved, and reset when possible and/or required.

Stumps or trees, shrubs or plantings of no value may be removed and disposed of as permitted or directed by the Engineer. The local residents and the Township Shade Tree Director shall agree and certify in writing their permission or authorization for any stumps, trees, shrubs or plantings to be removed. The surface areas occupied by any and all such vegetation shall be restored with topsoil, fertilizer, and grass seed as described elsewhere herein.

All clearing, protection, preservation, and resetting, replacement, reconstruction or repair of surfaces and facilities not specifically listed as a pay item shall be paid under the items for site clearing as listed in the Proposal. All repair and restoration of surfaces, materials of any nature, and facilities of all types that may be damaged due to the Contractor's negligence, carelessness or improper activity shall be made good at the Contractor's sole expense.

Permanent seeding and planting of all types shall be done at the proper season and paid under pay item that was installed that caused the area to be reseeded; or "Topsoiling, 4" Thick" and "Seed, Fertilize, Mulch", if these are Pay Item. Temporary seeding for erosion control will be paid for under the various items as described in that Section.

Note that all items to be removed and replanted or reset or replaced are not shown on the Drawings. All items of any nature are to be protected and/or replaced in kind except as noted or as directed or as agreed with the Resident Owner and confirmed to the Engineer in writing. All such Work shall be done by the Contractor at no additional cost to the Township.

C-31 MAINTENANCE OF DRAINAGE

The Contractor shall provide all that is required for the removal and disposal of water from the trenches, excavations for structures/and other points of work. Groundwater shall be lowered and maintained at such elevation that there will be no spring action or flow of water into excavations until concrete has received its initial set. Adequate facilities, as approved by the Engineer, shall be provided for the interception of suspended matter from the pump discharge before its disposal into existing drainage facilities. Where well points are to be used, the Contractor shall obtain approval of the Drawings and equipment from the Engineer. The Contractor shall provide and maintain acceptable ditches, flumes or pumping installations, as required, to care for water courses and sewerage facilities (natural or artificial) intercepted by his operation or structures.

In all cases where temporary pipes must be installed, or where sewage water, or drainage must be pumped or otherwise carried over or around excavations or any other portions of the Work, the Contractor shall furnish such pipes, pumps, and all other materials, equipment, and labor as are required to maintain continuity of service in the utilities affected.

The Contractor will be held responsible for flooding of adjacent properties from any of his operations and will be held liable for all claims due to flooding or other damage caused by the above operations.

C-32 INADEQUATE PRECAUTIONS BY CONTRACTOR

If the Engineer and/or the Division of Traffic Safety deems the precautions taken by the Contractor concerning maintenance of traffic and protection of public safety and property to be inadequate, they may order additional protection and should the Contractor or his agent neglect to put up, provide or maintain such suitable protection as is required by these Specifications, the Engineer or the authorities of the Township may immediately, and without notice to the Contractor, furnish materials and install and maintain such protection as is deemed necessary and the cost thereof shall be paid by the Contractor. All expense incurred for protective measures herein specified and for repairs and replacements, shall be borne by the Contractor.

C-33 USE OF COMPLETED SECTIONS OF THE WORK

The Engineer may order completed or partially completed, but previously unused sections of the Work to be placed in operation prior to the acceptance of the entire Project. Unless otherwise provided herein, the maintenance of such sections of the Project shall be the responsibility of the Township, who shall also be responsible to the Contractor for any additional costs occasioned by such opening. The Engineer shall, and is hereby agreed to have, the final authority in the determination of such additional costs. This section does not apply to reconstruction of existing facilities.

C-34 FINAL CLEANING UP

Before the final acceptance of the Work, the Contractor shall remove all the equipment, temporary work, unused and useless materials, rubbish and temporary buildings, shall repair or replace in an acceptable manner any private or public property which may have been damaged or destroyed on account of the prosecution of the Work, shall fill all depressions and water pockets on public or private property caused by his Work shall clean all drains, sewers, and ditches within and adjacent to the Work which have been obstructed by his operations, and shall leave the site and adjacent public and private property, in a neat and presentable condition wherever his operations have disturbed conditions existing at the time of starting the work. When required by the Engineer to do so, the Contractor shall procure and submit to the Engineer signed statements from affected Property Owners that he has fulfilled his obligations with regard to their respective properties.

C-35 MAINTENANCE PERIOD REQUIRED

The Contractor's attention is directed to the provisions hereinafter in the Contract Documents which require, unless otherwise provided, the maintenance of all work and materials furnished under this Contract, for a period of one (1) year after final completion and acceptance of the Work with an extended Maintenance Bond period for pavement surfaces as set forth in C-57.

C-36 MAINTENANCE BOND

Unless otherwise specified, before Final Payment is made as herein provided, the Contractor shall furnish a Surety Corporation's Bond to the Township in a sum equal to:

- Fifty percent (50%) of the final adjusted Contract amount if such amount be 25,000 or less;
- Thirty percent (30%) of final adjusted Contract amount if such amount be greater than \$25,000, but less than \$75,000, and;
- Ten percent (10%) of the final adjusted Contract amount if such amount be \$75,000 or more.

The Bond and surety corporation shall be satisfactory to the Township and the Bond shall remain in full force and effect for a period of one (1) year from the date of Township's final payment for the Contracted Work and shall provide that the Contractor and the Surety Guarantee will, replace for the period of one (1) year from the final payment for the Work, all Work performed and/or all materials furnished that was performed and/or were furnished according to the terms and performance requirements of the Contract documents deemed unsatisfactory by the Engineer and will, make good any defects thereof which become apparent before the expiration of one (1) year. The Maintenance Bond period relative to pavement surfaces requires an extended Maintenance Bond period as set forth in C-57.

C-37 LAYING OUT THE WORK

Contractor to Provide Construction Stakes

The Contractor shall run all offset lines, set and drive stakes, set batter boards, and take all other measurements to lay out the Work in accordance with the intent of the Contract Drawings. This work is to be performed by a land surveyor licensed to practice in the State of New Jersey.

Engineer to Check Contractor's Layout

After the Contractor has erected batter boards, or forms, and set line and elevations for the grading, paving or structures, the Engineer shall check such work for obvious errors in alignment and grade and only upon approval of the Engineer shall the Contractor proceed with permanent construction of the Work.

Contractor Responsible For Errors

Notwithstanding the Engineer's responsibility to check the Contractor's layout of the Work for obvious errors or omissions, the basic responsibility for laying out the work remains the Contractor's and he shall be responsible to the Township for rectifying same or for the cost of rectifying any errors resulting from his layout of the work.

Contractor to Assist Engineer

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

Contractor to Protect Control Points

The Contractor shall adequately protect all monuments, stakes, and marks set by the Engineer. If they are disturbed or obliterated by the Contractor during the progress of the Work, they shall be replaced by the Engineer at the Contractor's expense, and the amount thereof may be withheld from any payment due or becoming due. The Engineer shall require five (5) days notice prior to replacement.

C-38 MONUMENT STONES

If any existing monument stones, irons or stakes designating the lines of property, streets or highways are encountered, the Contractor shall not disturb them, except with the approval of the Engineer. The Contractor shall furnish the necessary labor, when required, to remove any monument stone and to reset same, and he shall be held responsible for the loss of any such stone removed.

The re-establishment and resetting of any existing monument stones shall be done by a professional Land Surveyor licensed to practice in the State of New Jersey. Upon notification by the Engineer, the Contractor shall promptly re-establish and/or reset any monument disturbed by his operations. All costs for the above work shall be borne by the Contractor and there shall be no separate payment by the Township. Furthermore, the Township shall consider itself damaged to the amount of two hundred fifty dollars (\$250.00) for each violation of this provision. The amount of the damage shall be deducted from any payments to be made on the Contract.

C-39 ENGINEER'S STATUS DURING CONSTRUCTION

The Engineer shall be the Township's representative during the construction period. All instructions of the Township to the Contractor shall be issued through the Engineer.

The Engineer shall make periodic visits to the site of the Work to observe the progress and quality of the executed Work to determine, in general, if the Work is proceeding according to the Contract Documents. The Engineer shall not be required to make continuous or exhaustive on-site inspections nor shall he be responsible for construction means, methods, techniques sequences or procedures, or the safety precautions incidental thereto. On the basis of his on-site observations, the Engineer shall keep the Township informed of the progress of the Work and will endeavor to guard the Township against defects and deficiencies in the completed Work.

C-40 ENGINEER'S DECISIONS AND ORDERS

Work To Satisfy the Engineer

The Work provided for herein shall be performed under the general direction and to the entire satisfaction of the Engineer, and his decision upon all questions relating to the quality and acceptability of the Work performed shall be final and binding.

Clarification and Interpretations (Post-Bid)

The Engineer shall issue, with reasonable promptness, such written clarification or interpretations of the Drawings or Specifications as he may determine necessary for the proper execution of the Work. Such clarifications must be consistent with the overall intent of the Contract Documents and shall be binding upon all parties to the Contract.

Engineer to Decide Payment Disputes

The Engineer shall determine the amount and quality of the Work performed and of materials furnished which are to be paid for under the Contract. Any such decision and his estimate shall be final and conclusive and such estimate, in case any questions may arise, shall be a condition precedent to the right of the Contractor to receive any money due under the Contract, or to the right of the Township to withhold amounts due.

C-41 INSPECTION AND TESTING PROCEDURES

Thorough Inspection Required

The Township contemplates and will require, and the Contractor agrees to, the most thorough possible inspection of the Work at all times by the Township, the Department of Public Works or their representatives. Such inspection shall include, but is not limited to, all labor performed and materials furnished, delivered or intended to be used in the Work and including their manufacture, fabrication, installation, and testing.

Access to the Work

The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the Work, as performed, is in accordance with the requirements and intent of the Contract Documents.

The Township or the Engineer shall have the right to inspect all Work done and all materials furnished either in the field or at the point of manufacture. The Contractor shall furnish or cause to be furnished to the Engineer, safe access at all times to the places where preparation, fabrication or manufacture of materials and/or construction of the Work is in progress.

When the Engineer or his representative is in or about the premises mentioned above, in the course of his duties, he shall be deemed conclusively to be an invitee of the Contractor. If the Contractor be not the owner of the premises mentioned above, the Township thereof shall be deemed an agent of the Contractor with respect to the obligation assumed hereby. The Contractor or his agent, as described above, shall be liable for the payment of claims for injuries to the Engineer or his representative due to negligence on the part of the Contractor or his agent.

Certificates of Manufacture

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

Covering Uninspected Work

If any Work be buried, covered or otherwise concealed prior to inspection or otherwise contrary to the orders and direction of the Department of Public Works and such Work is not subject to testing and approval by any acceptable alternate method, it must, if required by the Engineer, be uncovered for examination. Such uncovering and all, necessary restoration regardless of the final acceptability of the Work uncovered, shall be at the expense of the Contractor.

Uncovering Completed Work

The Engineer may order the uncovering of any completed portion of the Work at any time prior to acceptance, regardless of the degree or inspection initially provided and regardless of any prior approvals. If, after examination, such uncovered Work is found to be in accordance with the Contract Documents, then all expenses involved in the uncovering, examination, testing, and restoration shall be borne by the Township. If such uncovered Work does not meet the requirements of the Contract Documents, then all expenses involved, including the correction of all deficiencies in the Work, shall be borne by the Contractor,

Inspectors

The Work shall be conducted under the general supervision of the Engineer who may be assisted by such Inspectors as the Township may agree to employ.

Inspectors are stationed on the site of the Work to represent the Engineer and to report to him concerning the progress of the Work and the quality of workmanship and materials being furnished and shall not be responsible for the safety practices of the Contractor which are dictated by the Contractor's choice of construction means, methods, techniques, sequences and procedures. Such Inspectors shall inform the Engineer and the Contractor when it appears that Work being performed and/or the materials being furnished do not conform to the requirements of the Contract Documents. Such inspection, if provided, shall not relieve the Contractor of his basic responsibility to furnish materials and perform Work in complete accordance with the requirements of the Contract Documents.

The Inspector is not authorized to revoke, alter, relax or release any requirements of the Contract Documents or to issue instructions contrary to the Contract Documents.

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

The Inspector shall perform certain tests to insure adequate construction, compliance with Specifications, and the suitability of construction materials and for any other reason it may deem necessary. The Contractor shall cooperate in making all tests and furnish the labor and equipment (i.e. small construction tools, wheel barrows, etc.) to assist the Engineer and/or his representatives at the job site in performing the testing.

Ordering Materials

Before ordering materials, the Contractor shall obtain the Engineer's approval or their acceptability. In the case of concrete aggregate and similar materials, samples must accompany the request for approval. The Contractor must forward to the Engineer copies of all Purchase Orders as issued to his suppliers and must, within forty- eight (48) hours of receiving any shipments of materials, notify the Engineer of the kind, quantity, proposed use, and storage place of such materials and must forward to the Engineer copies of any shipping lists, invoices or delivery slips accompanying such deliveries.

Testing Materials

Except as may be provided elsewhere, tests or analysis of materials which are usually tested after delivery to the site, such as concrete aggregates, mixed and placed concrete, and similar materials, will be performed by the Engineer or testing laboratories which will be approved by the Engineer and selected and paid for by the Township. The preliminary testing of concrete mixtures and tests or analysis of the materials, samples to which are to be submitted prior to delivery, will also be performed by the laboratory and paid for by the Township. The Contractor shall furnish all labor and material and otherwise make provisions for the collection and undisturbed storage of all samples of materials as required and directed by the Engineer. The Township will furnish necessary sampling equipment and containers, and transport all samples from the site to the laboratory.

If the Engineer orders sampling and analysis or tests of materials which are usually accepted on certification of the manufacturer but which appear defective or not conforming to the requirements of the Specifications, the Township will bear the reasonable costs of sampling, transportation, tests, and analysis if the material is found to be sound and conforming to the Specifications. The Contractor shall bear all costs, if found defective or not conforming to the Specifications.

C-42 BACKCHARGE FOR INSPECTION SERVICES

The Contractor shall be responsible for providing proper notification of the requirements for inspection services to the Office of the Engineer. Failure to do so or, where said notification has been made and an Inspector is scheduled for the Project whereby the Contractor does not comply with the advisement, back charges for lost time will be rendered. Payments for said back charges are to be paid directly to the Township by the Contractor. Failure to render such payment will result in a deduction from any monies becoming due the Contractor.

In the event that the Engineer does not approve any work and the said work must be removed and replaced, the Contractor shall be responsible for all fees associated with the re-inspection of the rejected work and/or replacement work. Any such re-inspection fees shall be deducted from any funds due the Contractor. This additional work shall be scheduled by the Engineer so that this work will not negatively impact the residents or businesses. If this work is scheduled for off-hours, the Contractor is solely responsible for any additional cost incurred.

C-43 CONTROL OF THE WORK

Unauthorized or Defective Work

Any materials or Work unauthorized or found to be defective, or not in strict conformity with the requirements of the Drawings and Specifications or defaced or injured through the negligence of any Contractor or its Subcontractors or employees, or through actions of fire or the weather or any causes, shall be removed immediately and new materials or work substituted therefore without delays by the Contractor. In the event that the Engineer does not approve any work and the said work must be removed and replaced, the Contractor shall be responsible for all fees associated with the re-inspection of the rejected work and/or replacement work. Any such re-inspection fees shall be deducted from any funds due the Contractor. This additional work shall be scheduled by the Engineer so that this work will not negatively impact the residents or businesses. If this work is scheduled for off-hours, the Contractor is solely responsible for any additional cost incurred. In addition, the Contractor shall be responsible for the costs for the additional Uniformed Traffic Directors needed. This additional work shall be scheduled by the Engineer so that this work will not negatively impact the residents or businesses. If this work is scheduled for off-hours, the Contractor is solely responsible for any additional cost incurred.

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

If the Engineer deems it inexpedient to correct work injured or done not in accordance with the Contract, the difference in value between such Work and that specified, together with a fair allowance for damage, shall be deducted from the Contract price.

Suspension of Work

The Engineer shall have the authority to suspend the Work wholly or in part, for such period or periods as he may deem necessary, due to unsuitable weather or such other conditions as are considered necessary and not due to the failure on the part of the Contractor to carry out orders given, or perform any or all provisions of the Contract. If it should become necessary to stop work for such an indefinite period, the Contractor shall store all materials in such a that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way, and he shall take every precaution to prevent damage or deterioration of the Work performed, provide suitable drainage of the site, opening ditches, shoulder drains etc, and erect temporary structures where necessary. The Contractor may not suspend the Work without written authority.

- (1) The Township shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.

- (2) If the performance of all or any portion of the work of the contract is suspended by the Township for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the Township's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the Township, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the Township. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.
- (3) Upon receipt of the contractor's suspension of work notice, the Township shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.
- (4) (a) If the Township determines that the contractor is entitled to additional compensation or time, the Township shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the Township determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work and shall be entitled to pursue a suspension of work claim against the Township for additional compensation or time attributable to the suspension.
- (5) Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the Township can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the Township's ability to adequately investigate and defend against the claim.

During suspension of work due to any cause whatsoever, when deemed necessary by the Engineer, the entire Work under Contract or any section thereof shall be thrown open to use, and the Contractor shall place any such section in satisfactory condition for use without additional compensation. The Contractor shall be responsible for the satisfactory maintenance of any such section of Work thrown open to use prior to its final acceptance.

Annulment of Contract

When the Township deems it advisable in the interest of the Township, it may annul this Contract upon giving thirty (30) days written notice to the Contractor, and if not in default, payments will be made as provided for all Work done by him under the terms and conditions of this Contract up to the time of annulment. The Contractor shall be reimbursed by the Township for such expenditures as, in the judgment of the Township, are not otherwise provided for and as are required in preparing for and moving to and from the Work. It is understood however, that no payment shall be made for any claim for loss of anticipated profits.

The Contractor, if notified to do so by the Township, shall promptly remove any or all of his equipment and supplies from the site of the Project. Failing to do so, the Township shall have the right to remove any or all of his equipment and supplies from the site at the expense of the Contractor.

If the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or if a receiver or liquidator shall be appointed for the Contractor or for any of his property and any proceeding in connection therewith shall not be dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days; or if the Contractor shall fail or refuse to regard laws and ordinances and such orders as may from time to time be given by the Engineer with respect to the work; or if the Contractor shall assign or sublet the

Work other than as herein specified or if the Contractor fails in doing the Work as specified; or fails to perform the Work with sufficient materials to ensure the prompt completion of said Work, or shall perform the Work unsuitably or shall neglect or refuse to remove materials or perform anew such Work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, the Township may, upon written certificate from the Engineer and after two (2) days written notice to the Contractor from the Township of the fact of such delay, neglect or default on the part of the Contractor, have full power and authority, without violating the Contract to take the prosecution of the work out of the hands of said Contractor, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement with another or others for the completion of said Contract, according to the terms and provisions thereof, or use such other methods as, in the Township's opinion, shall be required for the completion of said Contract in an acceptable manner.

Should the Township so elect to take the prosecution or the Work out of the hands of the said Contractor, all rights, titles, and interest in and to the equipment and material owned by the Contractor and used in the execution of the Contract, shall be vested in the Township, and on Completion of the said Contract, the Township may dispose of the same in the manner that to it may be deemed to the best interest of the parties concerned. All costs and charges incurred by the Township, together with the costs of completing Work under this Contract, shall be deducted from the monies due or which may become due said Contractor.

In case the expense so incurred by the Township shall be less than the sum which would have been payable under the Contract, if it had been completed by said Contractor, then the said Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the Contract, then the Contractor and his Surety shall be liable and shall pay to the Township the amount of said excess.

Contractor's Right to Stop Work or Terminate Control

If the Work should be stopped under an order of any court, or any other public authority, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the Engineer should fail to issue any estimate for payment within thirty (30) days after it is due, or if the Township should fail to pay the Contractor within thirty (30) days of its maturity and presentation any sum certified by the Engineer or awarded by arbitrators, the Contractor may, upon seven (7) days written notice to the Township and the Engineer, stop work or terminate this Contract and recover from the Township payment for all work executed, plus any loss sustained upon any plant or materials plus reasonable profit and damages.

Default of Contract

When in the opinion of the Engineer, the Work or any part thereof has been abandoned, is unnecessarily delayed, or cannot be completed by the Contractor at the rate of progress or within the time specified, or the Contractor is willfully violating any of the covenants of this Contract or is carrying it out in bad faith, then the Engineer may so certify in writing to the Township and the Township may declare the Contractor in default of the Contract and notify him to discontinue the Project. The Township may then call upon the Surety to complete the Project, or may complete it by other means, as the Township may elect. The Township may take over and use materials and equipment on the site of the Project at the time of default and may procure other materials and equipment and all else necessary for the completion of the project.

The Township shall recover, the cost of finishing the Project by deducting the amount thereof from any monies due or which may be due that Contractor under his Contract, and when such monies are insufficient to pay said cost the amount of said cost in excess of such monies shall be paid by the Contractor or the Surety.

Legal Address of Contractor

Both the address given in the Proposal upon which this Contract is founded and the Contractor's office at or near the site of the Work, are hereby designated as places to either of which notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above-named places, or depositing in a postpaid wrapper directed to either such place, in any post office box regularly maintained by the Post Office, of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery or mailing. The first-named address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Township. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

C-44 CONTRACT CHANGES

Claim for Additional Compensation

The Contractor shall notify the Engineer, in writing, of intention to make claim for additional compensation for Work required or materials to be furnished that, in his opinion, are not covered in the Contract, Change Order or Supplementary Agreement prior to performing Work required and/or furnishing said or materials. No Work shall begin or materials furnished until the Contractor is authorized, in writing, by the Engineer to do so. If such authorization is not given and the Contractor is not afforded proper facilities for keeping account of the actual cost to the Contractor of such Work and materials, then the Contractor shall agree, and hereby does agree, to waive the claim for such additional compensation.

Supplementary Agreements

If it is found necessary to have any Work executed beyond which is covered by the items of Work in the Contract, the Contractor hereby agrees to execute the same in as diligent a manner as followed in the execution of the Work under the original Contract. The Engineer will have the right to enforce any provisions under the Contract in the execution of said Work.

The amount of compensation to be paid to the Contractor for any Supplementary Work, as so classified and ordered shall be determined by any of four methods as approved by the Township as follows:

1. By such applicable combination of Contract unit prices, if any, as are set forth in the Contract and may be used to describe the Work performed; or
2. If no combination of unit prices is possible, then by unit prices or by a lump sum mutually agreed upon by the Township and the Contractor; or
3. If the Supplementary Work is performed by Subcontract and the amount of such Subcontract be verified as reasonable by the Engineer, then the Contractor shall be paid the amount of such Subcontract as full compensation; or
4. If no such unit prices are set forth and if the parties cannot agree upon unit prices or a lump sum and the Work is not performed by Subcontract, then the Contractor shall receive the true necessary cost to him, including Workmen's Compensation, Public Liability, Unemployment and Social Security Insurance but exclusive of administration, general superintendence and profit, as determined by the Engineer, plus twenty percent (20%) of said necessary cost, which said twenty percent (20%) shall be considered as covering administration, general superintendence, profit, and all other expenses not included in the net cost, and the Engineer's determination and certificate of such cost when approved by the Township shall be binding and conclusive on the Contractor, and the Engineer shall be deemed the Arbitrator to determine the cost of such Work. It is understood that before any Work is started or materials are ordered, the rate to be paid for labor, materials, equipment rental and all other unit costs applicable to the Work, and the

number and kind of laborers, quantities of material, type of equipment or appurtenances to be used in initiating and continuing the Work shall be mutually agreed to by the Contractor and the Engineer; the Contractor shall make no changes in the labor, materials equipment, supplies, and appurtenances without prior written approval of the Engineer. Prices paid by the Contractor shall be at current local rates and payment to the Contractor will be made by the Township at the current local rates or prices mutually agreed to by the Engineer and the Contractor.

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

UNDER NO CIRCUMSTANCES SHALL WORK BE HALTED FOR A LACK OF AGREEMENT RELATIVE TO PRICE. NO EXTRA WORK SHALL BE PAID FOR UNLESS ORDERED IN WRITING BY THE ENGINEER.

Change Orders

Before payment is made for any Additional or Supplementary Work or before any final payment certificate is submitted, the Engineer will prepare a Change Order for any such changes in quantities, additional items or other alterations in the requirements or the Contract Documents. He shall also prepare a Reduction Order if any quantities have been omitted.

These Change Orders shall be written, shall carry a statement or recommendation over the signature of the Engineer and shall be executed by the Contractor and the Township. These Orders shall be combined with the original Contract and the final estimate shall be in accord with this combination.

All adjustments of quantities, Contract changes and change orders shall be made in accordance with N.J.A.C. 5:30-11. The CONTRACTOR shall familiarize himself with these regulations copies of which are available in the office of the Engineer.

Provisions of these Contract documents which conflict with the contents of N.J.A.C. 5:30-11 are null and void only to the extent of such conflict.

Supplementary Drawings

Drawings may be issued by the Engineer, to the Contractor from time to time, where the Drawings require supplementing, to explain the Work more fully or to show additions or changes which have been ordered by the Township. These Supplementary Drawings shall have the same force and effect as any other Contract documents.

Extension of Time

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

C-45 SHOP AND SETTING DRAWINGS

The Contractor shall submit with such promptness as to cause no delay in his Work or that of any other Contractor, a transparent copy of all shop or setting drawings, details, and schedules required for the Work. The Contractor shall make any corrections required by the Engineer and resubmit a transparent copy for approval. After final approval of the Drawings has been received, the Contractor shall immediately send the Engineer six (6) prints of the final approved Drawings, plus one (1) approved print each to every other interested Contractor or Supplier. The Engineer will make proper distribution of all Drawings as directed by the Township. At the Contractor's option, the requirement for a transparent copy may be waived and the Contractor permitted to submit sufficient copies of the actual Shop Drawings, schedules, etc., directly to the Engineer.

The Engineer's approval of Shop or Setting Drawings shall only be construed to apply to general layout and conformations to the design concept of the Project and for compliance with the general requirements of the Contract Documents. The responsibility for any deviations from the requirements of the Contract Documents must remain the Contractor's unless he has, in writing, specifically called the Engineer's attention to such deviations at the time of submission and has received the Engineer's written approval of such deviations.

C-46 PUBLIC UTILITIES AND SUBSURFACE STRUCTURES

Available information as to the location of existing subsurface structures and utilities has been collected from various sources. The results of such investigations, shown on the Contract Drawings, are not guaranteed as to accuracy.

Attention is particularly directed to the fact that the locations, elevations and sizes of utilities, and other subsurface structures shown on the Contract Drawings are not warranted to be even approximately correct, nor can they be assumed to be the only subsurface piping or structures which may be encountered in the Work. The Contractor shall make all necessary supplemental investigations and shall have no claims for damages due to subsurface structures or utilities encountered in locations other than shown on the Contract Drawings.

The Contractor is required to notify, in writing, any Utility Owners involved as to the nature and scope of the Project and of his operations that may affect their facilities. The Engineer shall receive two (2) copies of such notices. The term "Public Utility" used in these Specifications shall be construed to mean those publicly or privately owned. When utility facilities are damaged by the Contractor, notification should be given to the utility owners, who may cause him to repair the damage or may cause its repair by others at the Contractor's expense. If the cost thereof has not been paid by the Contractor within thirty (30) days after billing, the Township upon application of the owner of the utility or their designated representative may retain an amount sufficient to cover the cost from any monies due or that become due the Contractor.

The Contractor shall at his own expense, support and secure from damage any utility structure within the site of the Project, and shall not remove any utility without the consent of the Township. He shall be responsible for any damage to hydrants or water mains. House connections damaged by the Contractor shall be repaired by licensed plumbers at the Contractor's expense. Flow in sewers and drains shall be maintained at all times.

All basin heads, monument boxes, manhole frames and heads, valve boxes and other similar fixtures on the line of the Work must be reset by the Contractor to the established grade and in a workmanlike manner. This Work is considered to fall within the scope of the Project. All costs for same are to be included in the unit prices of the Proposal and no additional compensation will be given for this Work.

Permits and Licenses

The Contractor shall obtain all required permits and licenses and pay all charges and fees necessary for same. He shall give all notices necessary and incident to the due and lawful prosecution of the Work.

He shall apply for a permit to use water from hydrants or other outlets and the use of water shall be subject to the charges, rules, and regulations of the Utility. The Contractor shall be responsible for any damage to hydrants, water mains, house connections sprinklers or meters.

C-47 RESPONSIBILITY OF CONTRACTOR

Responsibility for Work

The Contractor is responsible for all damages due to his operations; to all parts of the Work; and to all adjoining property until the Work is accepted and final payment is made. The Contractor shall protect the Township and the Engineer from all suits, actions, damages and costs of every nature and description resulting from the Work of this Contract. The Contractor is responsible for the protection of all finished Work until the Project is accepted and final payment is made.

If at any time after final acceptance by the Township, it should be discovered that the Work was not constructed to the line or grade established by the Engineer; or that the materials used or the Work performed were not in accordance with the Drawings and Specifications, or that settlement or irregularities in the line or grade have occurred, the Contractor shall be held as fully liable as though such defect or condition had occurred or been discovered before such acceptance.

Contractor Assumes Absolute Liability

The liability of the Contractor hereunder, for all injuries to persons or damages to persons or damages to property, is absolute and is not dependent upon any question of negligence on his part or on the part of his or its agents, servants or employees, and neither the approval of the Engineer of the methods of doing the work, nor the failure of the Engineer to call attention to improper or inadequate methods or to require a change in methods nor the neglect of the Engineer to direct the Contractor to take any particular precautions or to refrain from doing any particular thing, shall excuse the Contractor in case of any such injury to persons or damages to property.

C-48 INDEMNIFICATION OF TOWNSHIP

The Contractor shall indemnify and hold harmless the Township from and against any and all proceedings, judgments, obligations, losses, damages, deficiencies, settlements, assessments, charges, costs, and expenses, (including without limitations reasonable attorney's fees, investigation expenses, court costs, interest and penalties) arising out of, or in connection with, any claim for damages by any person or entity, as a result of:

- (i) the Contractor's performing its obligations under the Contract, doing or safeguarding any Work, furnishing or delivering any machinery, tools, parts, equipment, supplies or materials, or selecting or installing any materials, appliances or implements used in construction; or
- (ii) any act or omission of the Contractor, or his or its agents, servants or employees, that results in a claim for infringement of patent, trademark, or copyright, or for violation of any law, ordinance, regulation, order or judgment; except this provision shall not apply to any such claim for damages that results from the sole negligence of the Township.

The whole, or so much of the monies due under and by virtue of the Contract as shall be considered necessary by the Township may, at its option, be retained by the Township until all suits or claims or demands for damages as aforesaid shall have been settled and evidence to that effect furnished to the satisfaction of the Township

C-49 CONTRACTOR'S INSURANCE

Certificates of Liability and Workmen's Compensation Insurance satisfactory to the Township shall be filed with the Township.

All of the Contractor's insurance coverage shall contain a clause indemnifying and saving harmless the Township, the Engineer and their agents from any and all liability of whatever nature arising from the Work to be performed under the Contract, including attorney's fees and costs in connection with the defense of such claims. The Certificate of Insurance furnished by the Contractor shall state specifically that the above indemnification is guaranteed by the Policy.

The minimum amounts of insurance to be carried by the Contractor shall be as follows:

- Workmen's Compensation and Employee's liability Insurance: The Contractor shall take out and maintain during the life of this Contract adequate Workmen's Compensation and employer's Liability Insurance for all employees employed in connection with the Work, and in case any Work is sublet, the Contractor shall require each Subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for the latter's employees, unless such employees are covered by the protection afforded by the Contractor's insurance. Employer's Liability Insurance shall have limits of not less than \$500,000 per accident, or for disease \$100,000 per claim. Public Personal Injury Liability and Property Damage Liability including contingent liability and Contractual liability:

One person in any one occurrence	\$ 300,000.00
Two or more persons in any one occurrence	\$1,000,000.00
Aggregate property damage limit	\$ 500,000.00
Property damage in any accident	\$ 100,000.00

Automobile Liability Insurance:

One person in any one accident	\$ 300,000.00
Two or more persons in any one accident	\$1,000,000.00
Property damage in any accident	\$ 100,000.00

Property damage insurance shall be extended to cover damage to underground wire, pipes, ducts, conduits, structures, etc, and further to cover explosion damage and damage due to collapse.

The policies shall remain in force until all Work has been completed. The Contractor shall ascertain the cost to him of all the required insurance policies before submitting his Bid. All policies shall be endorsed to provide both the Township and the Engineer with thirty (30) days written notice in advance of any changes or cancellations which modify the coverage provided. In the event the Contractor shall carry blanket Liability Insurance coverage, compliance with the foregoing requirements shall be met by furnishing of an endorsement or rider to said blanket Liability Insurance policy naming the Township as a co-insured for the Work involved, hereunder, provided the limits of said blanket Liability Insurance policy shall comply with the amounts outlined above.

The policies and/or endorsements herein required must be submitted to the Township in duplicate at least five (5) days prior to beginning any Work under the terms of the Contract.

C-50 CHATTEL MORTGAGES

No materials or supplies, for the Work, shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the Work.

C-51 RIGHT OF PROPERTY IN MATERIALS

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

C-52 PATENTS, ROYALTIES AND LICENSES

As part of his obligation, hereunder and without any additional compensation, the Contractor shall pay for all patent fees, licenses or royalties required with respect to the Work, and will fully indemnify the Township for any loss on account of infringement of any patent rights unless, prior to his use on the Work of a particular process or a product of a particular manufacturer, he notifies the Township in writing that such process or product is an infringement of a patent.

C-53 CLAIMS AND PROTECTS

If the Contractor considers any Work required of him to be outside the requirements of the Contract or considers any record or ruling of the Inspectors or Engineer as unfair, he shall ask for a written instruction or decision immediately and should then file a written protest with the Township against the same within five (5) days thereafter or he shall be considered as having accepted the record or ruling, and shall, therefore, forfeit any claim to future compensation in any form on account of such order or decision.

C-54 PAYMENTS TO CONTRACTOR

Measurement of Quantities

All Work completed under the Contract shall be measured by the Engineer according to United States Standard Measures using the units scheduled in the Proposal. Whenever requested by the Engineer, the Contractor shall provide the necessary capable assistance together with suitable facilities for weighing, measuring or otherwise determining the quantities of materials used in the Work.

Before and During Construction

All dimensions shall be obtained or verified by the Contractor for accommodation of equipment and/or materials furnished by the Township and/or the Contractor and installed by the Contractor. Dimensions on the Drawings indicate nominal sizes under ideal conditions and shall not under any circumstances be so construed as to relieve the Contractor of the responsibility of taking measurements in the field and furnishing material of the correct dimensions.

After Construction

All Work completed under this Contract will be measured for payment by the Engineer according to United States Standard Measures.

Adjustment of Estimated Quantities

The quantities shown are approximate only, and the Township reserves the right to increase or decrease them, at the unit price bid. Such change, however, will be only upon the written order of the Engineer.

The Township reserves the right to omit any items in the Proposal if it is deemed in the best interest of the Township to do so.

Scope of Payments

The Contractor shall receive and accept the compensation, as herein provided, in full payment for furnishing all materials, labor, tools, parts, supplies, and equipment and for performing and maintaining all Work contemplated and embraced under the Contract, also for all loss or damage arising out of the nature of the Work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work, until its final acceptance by the Township after duration of the Maintenance Period, and for all risks of every description connected with prosecution and maintenance of the Work, also for all expenses incurred by, or in consequence of, the suspension or discontinuance of the said prosecution of the Work as herein specified, and for any infringement of patent, trademark or copyright and for completing the Work and the whole thereof, in an acceptable manner according to the Drawings and Specifications. The payment of any current or final estimate, or of any retained percentage, shall in no way or degree, prejudice or affect the obligation of the Contractor at his own cost and expense, to repair, correct, renew or replace any defects and imperfections or damages discovered on or before final inspection and acceptance of the Work or during or after the Maintenance Period, and of which defects, imperfections or damages the Engineer shall be the judge, and the said Contractor shall be liable to the Township for failure to do so.

Payments

Payment will be made for the actual quantity of authorized Work done under each item scheduled in the Proposal, at the respective unit prices bid for same, and under Supplemental Agreements if any, at the prices or price stipulated.

Monthly invoices should be made of the approximate quantities of Work done and materials, built into the Project, percentages of the amount due, in accordance with the Contract, including that for extra work, according to the monthly invoices, will be approved for payment within fifteen (15) days following said approval. Thereafter, payments will be made in like manner monthly until the Work is completed.

When the Work is completed and accepted by the Township, a final, certificate of the cost of the Work will be made by the Engineer based upon the actual quantities of authorized Work done, and when the final invoice is approved, the money due the Contractor for the performance of the Work, after deduction of all previous payments, will be paid, provided however, that all claims have been fully satisfied.

If specifically contained within the Contract between the Township and Contractor, the Township may provide, in the monthly progress payments, payment with respect to all materials stored at secured locations, subject to approval by the Engineer, which are suitable for use in the execution of the Contract Agreement, if the person providing the materials furnished releases of liens and invoices for the materials at the time each estimate of Work is submitted for payment. The total of all the partial payments shall not exceed seventy five percent (75%) of the cost of the materials until, such time as the materials become an integral, part of the Project. Until such time as final acceptance of the Project, the Contractor shall maintain, be responsible for and assume full liability for damages, destruction, theft, etc, of all materials furnished, supplied, and stored on site.

The Contractor, before receipt of any certificate calling for payment, shall furnish the Engineer with satisfactory evidence that all persons who have done work or furnished material for this Contract or who have sustained damage or injury by reason of any act, omission or carelessness on his part or his agents in the prosecution of the Work have been duly paid or so secured that no liability of any kind or character can attach to the Engineer or the Township on account of any such claim.

The Engineer shall not be required to prepare or process for payment any current progress estimate whose aggregate amount is less than \$1,000.00 or one percent (1%) of the Contract amount, whichever sum is the lesser.

Negotiable Bearer Bonds

In Contracts having a total cost in excess of \$100,000.00, Contractor may agree to the withholding of payments in the manner prescribed below or may deposit with the Township negotiable bearer bonds of the State of New Jersey, or negotiable bearer bonds or notes of any political subdivision of the State, the value of which is equal to 10 percent (10%) of the amount due on each partial payment, or as provided by the Contractor. The nature and amount of the bonds or notes to be deposited shall be subject to approval by the Township. For the purposes of this section, value shall mean par value or current market value, whichever is lower.

If the Contractor agrees to the withholding of payments, the amount withheld shall be deposited, with a banking institution or savings and loan association insured by an agency of the Federal Government, in an account bearing interest at the rate currently paid by such institutions or associations on time or savings deposits. The amount withheld, or the bonds or notes deposited and any interest accruing on such bonds or notes, shall be returned to the Contractor upon fulfillment of the terms of the Contract relating to such withholding. Any interest accruing on cash payments withheld shall be credited to the Township.

Project Cash Retainage

In accordance with New Jersey Law, Chapter 152; the cash retainage being withheld from partial payments pending completion of the Contract, will be two (2%) percent on any amount due on each partial improvement.

The Contractor shall be permitted to deposit with the Township negotiable bearer bonds of the State of New Jersey or negotiable bearer bonds of a political subdivision of the State, all subject to the approval of the Township. Where monies, are withheld, the funds will be deposited in a banking institution or savings and loan association. Any interest accruing thereon or the bonds or notes shall be returned to the Contractor upon fulfillment of the terms of the Contract. The Township shall pay to the Contractor on a monthly basis the balance not retained as aforesaid, except that payments may be withheld at any time if the Work is not proceeding in accordance with the Contract.

Withholding Payments

The Engineer may withhold, or on account of subsequently discovered evidence, nullify the whole or part of the certificate for payment to such extent as may be necessary to protect the Township from losses on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of any Contractor to make payments promptly to Subcontractors or for material or labor.
- d. A reasonable doubt that the Contract can be completed for the balance then unpaid.

When all the above grounds are removed, certificates will at once be issued for amounts withheld because of them.

Conditions of Acceptance

The Contractor shall notify the Engineer when the Project is completed. If the Project is not acceptable to the Engineer, he will advise the Contractor as to the particular defects to be remedied before final acceptance will be made.

The whole Work must be furnished in a neat and workmanlike manner and must be in that condition at that date. Defects arising from any cause or at any time before acceptance must be made good and the whole Work put in the condition as herein specified before acceptance.

This section is not to be construed to prevent the Township from entering upon and using the whole or any portion of the Project which may be in condition for use at any time prior to the final acceptance by the Township and such privilege is hereby given. The final inspection and acceptance will be made by the Township when the Project is completed.

Payments made to the Contractor before final acceptance does not commit the Township to acceptance of the Work.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Township a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and materials for which a lien could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release in full, furnish a bond satisfactory to the Engineer to indemnify the Township against any lien. If any lien remains unsatisfied after all, payments are made, the Contractor shall refund to the Township all, monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

C-55 ACCEPTANCE OF PAYMENT NOT A WAIVER

Neither the acceptance by the Township, nor any of their employees, nor any order, measurement or certificate of the Engineer, nor any order by the Township for payment of money, nor any payment for nor acceptance of the whole or any part of the Work by the Township, nor any extension of time, nor any possession taken by the Township or employees thereof shall operate as a waiver of any portion of this Contract or any powers herein reserved to the Township, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. All remedies provided in this Contract shall be taken and construed as cumulative that is, in addition to each and every remedy herein provided.

C-56 FINAL PAYMENT TERMINATES TOWNSHIP'S LIABILITY

No person, firm or corporation other than the signer of this Contract as Contractor now has any interest hereunder, no claim shall be made or be valid and neither the Township nor any of his agents shall be liable for or be held to pay any money except as provided in this Contract. The acceptance by the Contractor of the final payment aforesaid shall operate as, and shall be, a release to the Township and its agents.

C-57 SURFACE GUARANTY

Unless otherwise provided, the Contractor's responsibility for all pavement surface repairs shall be extended beyond the normal one (1) year Maintenance Period a set forth in the Section under **MAINTENANCE BOND** to a period of two (2) years beyond the normal one (1) year period of maintenance for a total surface repair period of three (3) years. During the latter two (2) years of this period, the Township will require a Maintenance Bond, of a satisfactory form, in the sum of ten percent (10%) of the final adjusted Contract amount to cover any necessary surface repairs within the limits of the Contract.

C-58 AFFIRMATIVE ACTION REQUIREMENTS

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

http://www.state.nj.us/treasury/contract_compliance/index.shtml

See Section H (Appendix)

D. SPECIAL PROVISIONS

SPECIAL PROVISIONS

D-1 SCOPE OF WORK

The Work under this Contract is the construction of a new parking lot, including but not limited to, excavation, pavement repairs, installation of pavement, removal and replacement of existing curbing, removal and replacement of existing sidewalks, repair and casting adjustments of existing inlets, construction of new inlets and stormwater management system, installation of electrical wiring and light fixtures, installation of traffic markings and signage and related improvements at 315 Westfield Avenue in the Township of Clark to comply with the Work described in this Specification.

The special tasks required to complete the road and sewer improvements are listed below and include, but are not limited to, the following:

- Location of all existing utilities within the Project limits;
- Notification of property owners affected by construction regarding parking and access during construction;
- The application of proper measures for soil erosion and sediment control, if required;
- The installation of traffic protection devices as specified and/or directed by the Engineer;
- Site Clearing;
- The installation and construction of electrical wiring and light fixtures;
- Resetting of manhole or utility castings as shown on the construction plans or as specified elsewhere herein;
- The construction and/or repair of curb and sidewalks as shown;
- Milling, bituminous concrete base course pavement, within the limits of the Project area;
- Construction and reconstruction of drainage structures.
- All other Work of any type or description necessary for the completion of the Project, whether or not specifically shown on the Plans or Specifications herein.

D-2 PROJECT DRAWINGS

Drawings outlining the limits of the Project and Construction Details have been prepared by the Engineer and are included among the Contract Documents.

D-3 ADJUSTMENTS AND CHANGES

- (1) If the contractor believes that a change directive by the Township results in a material change to the contract work, the contractor shall so notify the Township in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.
- (2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the Township unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.
- (3) (a) If the Township determines that a change to the contractor's work caused or directed by the Township materially changes the character of any aspect of the contract work, the Township shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the Township prior to the contractor performing the subject work.

(b) If the Township determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work and shall be entitled to pursue a claim against the Township for additional compensation or time attributable to the alleged material change.
- (4) As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.

D-4 SITE CONDITIONS

The Contractor, by the submission of a Bid, acknowledges as follows:

- that he has satisfied himself as to the nature and location of the Work;
- the general conditions, including, but not limited to, those bearing on the accessibility, transportation, disposal, handling and storage of materials, the availability labor, water supplies, materials, power and roads;
- confirmation and conditions of ground, the surface or subsurface materials, conditions and obstacles and the character of the equipment and facilities needed prior to and during prosecution of the Work.

Any failure of the Contractor to acquaint himself with any and all factors bearing on the Project will not relieve him from the responsibility of estimating properly the difficulty and cost of successfully performing the work under the terms of the Contract and the unit, or lump sum prices bid in the Proposal.

- (1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the Township in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.
- (2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the Township otherwise learning of differing site conditions, the Township shall promptly undertake an investigation to determine whether differing site conditions are present.

- (3) If the Township determines different site conditions that may result in additional costs or delays exist, the Township shall provide prompt written notice to the contractor containing directions on how to proceed.
- (4) (a) The Township shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.
 - (b) If both parties agree that the Township's investigation and directions decrease the contractor's costs or time of performance, the Township shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.
 - (c) If the Township determines that there are no differing site conditions present that would result in additional costs or delays, the Township shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the Township for additional compensation or time attributable to the alleged differing site conditions.
- (5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.
- (6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

D-5 MOBILIZATION

The successful Bidder shall be in a position to mobilize immediately and shall start construction at the direction of the Engineer in accordance with B-29 (Notice to Proceed). There shall be no additional payment for remobilization or increase in Unit Prices to perform additional Work during the Contract period or prior to final acceptance of the Project.

D-6 LIMITATION OR POSTPONEMENT OF WORK

The Township of Clark shall have the authority to limit or postpone any Work being performed under this Contract if such limitations or postponements are in the best interest of the Township of Clark. The Contractor shall make no claim for any delays resulting from the limitations or postponements of work by the Township of Clark.

D-7 PREVAILING WAGES

Note the following with regard to **Section C-22** of the General Instructions and Conditions:

Prior to final payment, the Contractor shall be required to execute and deliver AFFIDAVIT OF COMPLIANCE as required by the New Jersey Prevailing Wage Act.

D-8 WEATHER DELAYS

If, in the sole opinion of the Engineer, weather conditions are not suitable for any or all items of work under this Contract to be performed, the contractor shall not perform such Work until weather conditions are suitable. The contractor is warned that this may cause items of work to be delayed for extended periods of time. No extra payments shall be made for such delays and the Contractor shall make no claims for damages caused by such delays.

D-9 PRECONSTRUCTION MEETING

A preconstruction meeting shall be held prior to the start of the Work, at a time and place designated by the Engineer.

D-10 TIME OF ESSENCE

The Contractor shall understand that time is of the essence on this Project and shall coordinate construction activities of the Work shown on Contract Drawings and listed in the Proposal so that completion of the Work occurs within the time period.

D-11 SUSPENSION OF WORK

The following is added to Section C-43 the General Instruction and Conditions of this Contract:

The Owner shall have the right to suspend the whole or any part of the work to be done, when in the opinion of the Engineer, the Contractor is not doing the work in accordance with the provisions of the Contract Documents.

If it does become necessary to stop the Work, the Contractor shall, at the Contractor's expense, clean and secure the site, so that it is in a safe condition so that the public may safely pass. All materials shall be stored so as not to obstruct or impede interchange.

The Contractor shall make no claims for delays caused by this suspension. No extension will be granted by the Owner, and once the Work is allowed to continue again, the Contractor shall complete the Work in this Contract.

D-12 ADJUSTMENT OF QUANTITIES

- (1) The Township may increase or decrease the quantity of work to be performed by the contractor.
- (2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.
- (3) For any minor change in quantity, the Township shall make payment for the quantity of the pay item performed at the bid price for the pay item.
- (4) (a) For a major increase in quantity, the Township or contractor may request to renegotiate the price for the quantity more than 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the Township shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, not to exceed the unit price bid unless otherwise specified in the original bid.

(b) For a major decrease in quantity, the Township or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the Township shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the Township shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

- (5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."

D-13 SUBCONTRACTORS

The Contractor shall submit a list of names of all Subcontractors including but not limited to Asphalt, Concrete, Landscaping, Pipe Crews with his Bid Proposal. Subcontractors listed in the submittal may not be substituted without the consent of the Engineer.

D-14 AMERICAN PRODUCTS TO BE USED

The products to be provided under this Contract shall be only manufactured and farm products of the United States, wherever available.

D-15 TEMPORARY UTILITIES

The Contractor is not to use the Owner's existing utilities at any time. As provided herein, the Contractor is to provide all utilities necessary for the Work.

The Contractor shall furnish, at his own expense, an adequate supply of water, electric power and telephone service as required by him in the performance of the work. He shall furnish and install all temporary connections; meters and other appurtenances shall conform to all requirements of the utility companies and shall pay all expenses and charges incidental thereto. After the completion of the Work, the temporary facilities shall be removed by the Contractor.

The Contractor shall provide sufficient artificial lights, by means of electricity, so that all Work may be done in a workmanlike manner where or where there is not sufficient daylight.

D-16 COORDINATION WITH ENGINEER

The Contractor shall coordinate limits of Work and any storage areas required with the Engineer. All Work must be scheduled in such a manner to permit continued operation of the appropriate streets.

D-17 EQUIPMENT LIST

Contractors shall complete the equipment form enclosed with the bid documents and submit same with bid. Submittal of equipment form which indicates Contractor does not have, or does not plan to use, equipment of sufficient size to complete the Work of this Contract within the contract time limits will be cause for rejection of Bid.

D-18 PROTECTION OF PROPERTY

The Contractor shall take reasonable care and caution to preserve and protect all existing pavements, shrubs, grass areas, sidewalks, and private and public property beyond the limits of work. Damage to any of the above caused by careless construction procedures in the opinion of the Engineer, shall be replaced at the Contractor's expense. Any grass areas disturbed by the Contractors operations other than those scheduled in the contract, will be top soiled, fertilized and seeded, and provided with hay mulching at the expense of the Contractor.

D-19 EXISTING UTILITIES

The Contractor is to coordinate his operation with relocation of necessary utilities. All necessary relocation of utility poles, fire hydrants, water meters, etc., shall be accomplished prior to construction. The Contractor shall reschedule his operations appropriately to allow for such relations.

Prior to the excavation for any run of pipe between structures, the Contractor shall have all utility crossings marked and shall excavate or otherwise determine the exact location and elevations of said utilities. The contractor shall notify the Engineer of any conflicts. The Contractor shall afford the Engineer reasonable time to arrange for any necessary utility relocations or plan changes and shall reschedule his operations appropriately.

D-20 STORAGE OF MATERIALS AND EQUIPMENT

The Contractor in the construction of any portion of the Project shall not stockpile or store materials or his equipment on any private property if so required. The Engineer may direct the Contractor to have his equipment removed from any Project Site during weekend hours. All material and equipment shall be protected by means of erecting a wooden snow fence around said equipment and materials, if so directed by the Engineer.

D-21 TRENCHES NOT TO BE LEFT OPEN

At the end of each working day, the Contractor shall backfill all trenches. No trench shall be left open overnight. The Engineer reserves the right to limit the amount of trench to remain open during the course of day's construction.

Should the Contractor be unable to complete the paving of any trench work, it shall be the Contractor's responsibility to see that such trenches are backfilled with stone and maintained. Any unpaved trench openings shall be protected with flashing barricades.

D-22 LINEAR CONSTRUCTION PROJECT

In the event, preceding or during construction, that the Contractor encounters any type of contaminated material along the area of proposed construction, which can generate more than 200 cubic yards of contaminated soil, the Contractor must stop work and alert the Township immediately.

The Township will then conduct a "Linear Construction Project" (LCP) and will proceed to have the site remediated before construction can begin again.

The Township will notify the Contractor when the site has been remediated and what action if any is required as to not disturb any measures installed under the guidance of the Township.

D-23 MAINTENANCE OF TRAFFIC

The Contractor shall perform no operations restricting the normal flow of traffic on Saturdays, Sundays, or holidays. At least one (1) lane of traffic in each direction shall be maintained without interference during construction activities.

During the course of the construction of the curb and pavement, private driveways may be closed during a period not to exceed forty-eight (48) hours, provided the owners are given twenty-four (24) hours notice prior to each closing.

D-24 USE OF ON-SITE MATERIAL

Excavated material from any area of this Project which has been approved by the Engineer may be used as fill material if and where directed by the Engineer. The Contractor shall schedule his construction operations accordingly.

D-25 WORK TO MATCH ADJACENT ROADWAYS

Where complete reconstruction of the pavement is specified and/or shown on the Plans, the Contractor shall cut the existing pavement prior to roadway excavation so as to insure a straight, neat line to which he shall blend the proposed new roadway pavement. No payment shall be made for additional pavement placed beyond the limits as shown on the Plans or as directed by the Engineer.

D-26 CURB RETURNS

The Contractor is herein advised to pay special attention to curb-return geometry prior to the installation of inlets. Offset distances to inlets, if shown on the Plans, are only approximate and subject to modifications by the actual curb location at these locations.

D-27 OTHER STATUTORY REQUIREMENTS

The successful Bidder shall be required to comply with the following:

1. Either the provisions of the New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1963, effective January 1, 1964 or Department of Labor Employment Standards Administration, Minimum Wages for Federal and Federally assisted construction projects promulgated under the Davis Bacon Act, whichever regulation is higher.
2. Anti-Kickback Regulations under Section 2 of the Act of June 13, 1934, known as the Copeland Act.
3. The Affirmative Action requirement of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27

D-28 WORK ADJACENT TO TREES

The Township of Clark desires to retain as many existing trees as possible during the course of the Work.

Prior to the installation of curb, the Contractor shall place a survey stake opposite each tree, marking the face of the curb and the top of curb elevation. The Contractor shall then excavate a trench one foot from the face of curb to the depth of the footing for the installation of the concrete or granite block curb. He shall then hand excavate along the roots uncovered to a point one foot behind the face of curb towards the tree. At this point, the Department of Public Works, Shade Tree Commission or the Township's Arborist shall observe the root system and the effect of the excavation viability and stability of the trees.

The Contractor shall remove the tree if directed. If the tree is to remain, the roots shall be cut one foot behind the face of curb with sharp tools with the final cut closest to the tree being with a sharp chain saw. All costs related to the work outlined above are to be included in the lump sum bid for "Clearing Site".

D-29 UNDERCUTTING ROADWAY

Should, in the sole opinion of the Engineer, unsuitable roadway sub-base be encountered, the Engineer may direct it to be removed and replaced with select borrow fill. Payment for this item will be made under the Item Excavation, Unclassified and Select Borrow Fill both measured and paid by the Cubic Yard (CY). These items shall only be used for undercutting of unsuitable materials as directed by the Engineer.

D-30 PROTECTION OF WORK

During performance and up to the date of final acceptance, the Contractor shall be under an absolute obligation to protect the finished and unfinished Work against any damage, loss, or injury. The Contractor shall take proper precautions to protect the finished Work from loss or damage, pending completion and the acceptance of all the Work included in the entire Contract, provided that such precaution shall not relieve the Contractor from any and all liability and responsibility for loss or damage to the Work occurring before acceptance by the Owner. Such loss or damage shall be at the risk of and borne by the Contractor, whether arising from acts or omissions of the Contractor or others, or from floods, storms, high tides, or otherwise. In the event of any such loss or damage, the Contractor shall forthwith repair, replace, and make good the Work without additional compensation or extension of time, therefore, except as may be otherwise provided herein.

These provisions shall not be deemed to create any new right of action in favor of third parties against the Contractor or Owner.

To be clear, Work shall be rejected and ordered replaced by the Engineer if any or all of the following should occur or exist:

- Staining or discoloration of concrete work such as curb, sidewalks, walls or aprons.
- Work product is out of alignment.
- Work product is out of grade.
- Expansion joints are not perpendicular to roadway.
- Joints and surfaces are improperly finished.
- Expansion joints protrude from surface.
- Cracks, chips, or other damage occur in construction or Maintenance Period.
- Settlement of the work product.
- Inspection not asked for prior to placing concrete.
- Improper vibration of concrete.
- Vandalism during initial setup of concrete.
- Sanitary sewer infiltrate/exfiltrate testing failure.

E. STANDARD SPECIFICATIONS

SECTION 158 - SOIL EROSION and SEDIMENT CONTROL and WATER QUALITY CONTROL

158.04 Measurement and Payment

The Contractor shall install the various Soil Erosion and Sediment Control Measures required for the Project.

The minimum amount of Soil Erosion and Sediment Control Measures, required may be increased as directed by the Engineer at no additional cost to the Township and shall include relocating them as required for staged construction.

Payment will be made under:

Pay Item	Pay Unit
SILT FENCE	LINEAR FOOT
INLET FILTER, TYPE 2, 2'x4'	UNIT

SECTION 159 - TRAFFIC CONTROL

159.01 Description

ADD THE FOLLOWING

Work which will interfere with traffic or restrict the width of traveled way available for traffic shall not be performed on Saturdays, Sundays, or legal holidays unless otherwise directed by the Engineer.

Prior to beginning a seasonal shutdown or any other prolonged work stoppage or when work is suspended by the Engineer, all excavated areas within the traveled way or adjacent thereto shall be brought to a grade compatible with the existing traveled way or to finished grade, as approved.

The Contractor shall be responsible for maintenance within the project limits until acceptance. This maintenance shall consist of continuous and effective work prosecuted day by day, with adequate equipment and forces to the end that the roadway is kept in satisfactory condition at all times.

In the case of a Contract requiring the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

On any section opened to traffic, whether provided for in the Contract Documents or opened as directed, any damage to the roadway due to the contractor's operations shall be repaired at no cost to the State.

The Contractor shall not be responsible for removal of ice or snow from sections of roadways opened to traffic or for damage to the project caused by the operation of snow plows or other snow removal or deicing operations carried on by others under the supervision or direction of the department.

The Contractor shall not be responsible for mowing unless an item for mowing is scheduled in the proposal form.

The Engineer may direct the Contractor to construct bituminous concrete patch in accordance with Section 401 in order to maintain sections of traveled way and shoulders in a smooth riding condition at all times including seasonal shutdowns. No separate payment for bituminous concrete patch will be made. The cost of same shall be included by the contractor in the various Proposal items bid.

If the Contractor at any time fails to comply with these provisions, the Engineer will immediately notify the Contractor of such noncompliance. If the Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the Engineer may proceed to maintain the Project and the entire cost of this maintenance will be deducted from any monies due or that may become due the Contractor.

159.03 Construction

159.03.02 Traffic Control Devices

The following added to the second paragraph:

Placement of Traffic Control Devices shall also be directed by the Township Police Department.

159.03.08 Traffic Direction

THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH:

Construction, detour, road close signs shall be located where shown on the plans or at specific locations designated by the Engineer and/or the Police during construction hours. The Township of Clark is to be contacted in order to obtain the services of Traffic Directors, Flaggers.

The Contractor is required to contact **Detective Christian Lott** of the Township of Clark Traffic Department at (732) 388-3434, 315 Westfield Avenue, Clark, New Jersey 07066 for Traffic Directors assignment.

The Contractor will not be charged unless the Contractor fails to provide adequate notice of cancellation.

159.04 Measurement and Payment

THIS SUBSECTION IS CHANGED TO:

The Contractor **will not** be responsible for Payment of the man-hours utilized by the Traffic Directors, Flaggers during the hours of construction. The Contractor will coordinate with the Township Police Department in order to obtain the services of Traffic Directors, Flaggers.

The Township Police Department will coordinate with Township Officials for the reimbursement process for the hours worked. **The Contractor is to inform the Flaggers that all paperwork regarding the shift worked should be sent to the Business Administrator for processing.**

Payment for Traffic Control Devices will be made upon delivery and placement where indicated by the Engineer and/or the Police Department.

If the Contractor fails to deliver to the job site or provide the Traffic Control Devices listed below, payment is subject to be withheld.

To receive Payment, the Contractor shall provide as a minimum the following Traffic Control Devices for the Project which may be increased as directed by the Engineer and the Township Police Department.

Separate payment will not be made for relocating Traffic Control Devices as needed for Traffic Control Protection during construction.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
BREAKAWAY BARRICADES	UNIT
DRUMS	UNIT
TRAFFIC CONES	UNIT
CONSTRUCTION SIGNS	SQUARE FOOT

MAINTENANCE AND PROTECTION OF TRAFFIC shall include Breakaway Barricades, Drums, Traffic Cones and Construction Signs as required by Local Traffic Bureau.

SECTION 160 – PRICE ADJUSTMENTS

160.01 Description

This Section describes the requirements for price adjustments for fuel and asphalt usage.

160.02 Materials

(Intentionally Blank)

160.03 Procedure

ADD THE FOLLOWING

If and when directed by the Engineer, price adjustments for fuel and asphalt shall be determined in accordance with this section.

160.03.01 Fuel Price Adjustment

Monthly price adjustments will be made for fuel usage for Items listed in Table 160.03.01-1. The fuel price adjustments will be calculated based on the monthly pay quantities of listed Items using the fuel usage factors listed in Table 160.03.01-1. The types of fuel furnished shall be at the option of the Contractor.

The fuel required for items not listed and for eligible Pay Items in the Contract that individually require less than 500 gallons of fuel will not be eligible for fuel price adjustment. If more than one Contract Pay Item has the same nomenclature but with different thicknesses, depths, or types, each individual Contract Pay Item must require 500 gallons or more of fuel to be eligible for fuel price adjustment. If more than one Contract Pay Item has the exact same nomenclature, similar Contract Pay Items will be combined and this total must then require 500 gallons or more of fuel to be eligible for fuel price adjustment.

If the as-built quantity of an Item listed in Table 160.03.01-1 differs from the sum of the quantities in the monthly Estimates, and the as-built quantity cannot be readily distributed among the months that the Item listed in Table 160.03.01-1 was constructed, then the fuel price adjustment will be determined by distributing the difference in the same proportion as the Item's monthly Estimate quantity is to the total of the item's monthly estimates.

TABLE 160.03.01-1 Fuel Price Adjustments	
Items	Fuel Usage Factor
EXCAVATION, UNCLASSIFIED	0.5 Gallons per Cubic Yard
HMA MILLING, 3" OR LESS	0.25 Gallons per Square Yard
DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	1 Gallon per Cubic Yard
HOT MIX ASPHALT SURFACE COURSE 9.5M64	2.50 Gallons per Ton
HOT MIX ASPHALT BASE COURSE 19M64	2.50 Gallons per Ton

The above table has been revised to show the Work Items Included in this project.

If a pay item listed has a payment unit that differs from that listed in Table 160.03.01-1, the Engineer will apply an appropriate conversion factor to determine the number of gallons of fuel used.

The fuel price adjustment shall be calculated on a monthly basis using the following formula:

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

Where:

F = Fuel Price Adjustment

MF = Monthly Fuel Price Index

BF = Basic Fuel Price Index

G = Gallons of Fuel for Price Adjustment

The monthly fuel price index is posted on the NJDOT website.

The basic fuel price index is the previous month's fuel price index before receipt of bids. The fuel price index for the month before the regular monthly estimate cut-off date shall be used as the

Monthly Fuel Price Index. If the Monthly Fuel Price Index increases by 50 percent or more over the Basic Fuel Price Index, do not perform any work involving Items listed in Table 160.03.01-1 without written approval from the Engineer.

The monthly fuel price index, as determined by the NJDOT, will be the average of the retail prices for No. 2 fuel oil and regular unleaded gasoline, as established by the New Jersey Department of Energy. The retail prices for No. 2 fuel oil and regular unleaded gasoline are based on the average of actual retail prices at various locations throughout the State.

Fuel price adjustment will be on a lump sum basis and an estimated amount to cover the fuel price adjustment has been included in the Proposal. Payments for increases will be made from this amount. Should a monthly fuel price index decrease from the basic fuel price index, payments will be decreased accordingly.

Fuel price adjustments will not be made in those months for which the monthly fuel price index has changed by less than five percent from the basic fuel price index.

160.03.02 Asphalt Price Adjustment

Monthly price adjustments for asphalt binder usage shall be made. The asphalt price adjustments will be calculated based on the quantities of Items containing asphalt binder constructed during a given month.

Price adjustments may result in an increased payment to the Contractor for increases in the price index and may result in a reduction in payment for decreases in the price index.

The asphalt price adjustment will be calculated using the following formula:

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

Where:

A = Asphalt Price Adjustment

MA = Monthly Asphalt Price Index

BA = Basic Asphalt Price Index

T = Tons of New Asphalt Binder¹

¹ The weight of asphalt binder subject to price adjustment will be determined by multiplying the percentage of new asphalt binder in the approved job mix formula by the weight of the item containing asphalt binder.

The monthly asphalt price index will be the average of quotations from suppliers serving the area in which the Project is located, and will be determined by the Department each month. For that part of the State north of and including Route 195, the asphalt price index will be based on quotations from Chevron, Citgo, and, Valero Refining Company New Jersey. For that part of the State south of Route 195, the index will be based on quotations from Coastal, Chevron, Citgo, and Valero Refining Company New Jersey.

The basic asphalt price index will be the most recent monthly asphalt price index before receipt of bids.

Should a monthly asphalt price index increase 50 percent or more over the basic asphalt price index, no additional HMA shall be furnished for the Project without written approval from the Engineer.

Should a monthly asphalt price index decrease from the basic asphalt price index, payments will be decreased accordingly.

Asphalt price adjustment for work performed after the time of completion, will be based on the asphalt price index for the month in which the work was to be completed, except if the monthly asphalt price index decreases after the completion date, the asphalt price adjustment will be decreased accordingly.

Asphalt price adjustment will be on a lump sum basis, and an estimated amount to cover the asphalt price adjustment will be included in the Proposal. Payments for increases will be made from this amount.

Asphalt price adjustments will not be made in those months for which the monthly asphalt price index has changed by less than five percent from the basic asphalt price index.

The Contractor shall submit a DS-8 form(s), generated by the asphalt manufacturer, each day paving activities are performed. No Asphalt Price Adjustment payment(s) will be made for those days the Contractor fail to supply the required DS-8 form(s).

160.04 Measurement and Payment

No separate payment and therefore no Asphalt Price Adjustment shall be made for Tack Coat and Prime Coat.

Payment will be made under:

Pay Item	Pay Unit
FUEL PRICE ADJUSTMENT ALLOWANCE	CALCULATED AMOUNT
ASPHALT PRICE ADJUSTMENT ALLOWANCE	CALCULATED AMOUNT

SECTION 161 – FINAL CLEANUP AND RESTORATION

161.03 Procedure

ADD THE FOLLOWING

161.03.02 Restoration of Paved Areas

Unless otherwise required by the Drawings, 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 expense of the Contractor.

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.

161.03.03 Restoration of Un-Paved 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.

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 of 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.

161.03.04 General Clean-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 finished 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 required, they shall be sprinkled with water during the sweeping.

161.04 Measurement and Payment

No separate payment shall be made for the work involved in restoration and cleaning-up as described above. The cost of this work shall be included in the prices bid for the various items.

No payment will be made under this item.

SECTION 201 - CLEARING SITE

201.01 Description

This Work shall consist of clearing of the site; removal of manholes; removal of sidewalks, driveways, curbs, and gutters; and demolition of buildings except for items which are to be removed according to the work of other Sections. (In removing sidewalks, driveways shall be saw-cut at joints leaving neat and clean lines.)

Clearing Site shall also include stripping, the removal of guiderails, fences, removal of concrete and timber retaining walls, the removal of concrete slabs and steps, and all other obstructions within the limits of construction.

Clearing Site shall also include the removal of underbrush or undesirable obstructions in the area of any of the scheduled items of work except for items which are to be removed according to the work of other Sections.

Clearing Site shall also include any Work not actually listed in the Schedule of Items in the Proposal which is not otherwise provided in the Contract but which is required for the completion of the Work as described by the Drawings and the Contract Documents.

201.03 Construction

201.03.01 Clearing Site

Clearing Site shall include the cleaning of existing storm sewers, manholes and inlets to provide positive drainage of proposed storm sewer discharges into the existing drainage system.

201.03.01.E Removal of Pipe, Inlets and Manholes

If the area where removal of pipe, inlets or manholes lies outside of proposed pavement, the Engineer shall determine if the area shall be backfilled with suitable excavated materials from the Project.

Existing inlets, manhole castings or salvageable materials which are not used on the Project shall be delivered to the Clark Department of Public Works and shall become the property of the Township.

201.03.09 Disposal of Removed Materials and Debris

The disposal of materials and debris accumulated by clearing site, demolition of buildings; excavation, roadways, and other structures is regulated under the Solid Waste Management (NJSA 13:1 E-I) and is governed by NJAC 7:26 et. seq.

For this site, the Contractor shall dispose all material and debris found on or above the surface in accordance with the solid waste management plan developed by the solid waste management district of origin. Proper documentation from the disposal facility shall be submitted to the resident engineer. In the case of soil, sub-soil or objects unearth, the Contractor shall store those materials in a regulated disposal area found on-site.

All signs which are to be removed and not to be reset shall be delivered to the appropriate agencies having jurisdiction.

201.03.10 Grading

Clearing site shall include the placement of fill material or for the removal and disposal of material required to perform a rough grading of the site. This shall include the preparation of subbase materials prior to the installation of DGA, paving and/or the placement of concrete.

201.04 Measurement and Payment

Clearing Site, including stripping, cleaning of drainage systems, removal of pipes, inlets and manholes, sidewalk, curb and gutters; guiderails, fences, concrete and timber retaining walls, drainage structures and grading will not be measured separately, and payment will be made on a lump sum basis.

Separate payment will not be made for the removal of pipes, inlets, and manholes; removal of sidewalk, curb and gutters, removal of fences, guiderails, and concrete-timber retaining walls and drainage structures unless otherwise provided in supplementary specifications.

Payment will be made under:

Pay Item	Pay Unit
CLEARING SITE	LUMP SUM

All stripped vegetation, debris, and soil shall be removed from the site. All on-site excavated soil shall be removed from the site unless otherwise directed by the Engineer. Separate payment will not be made for fees and associated costs required by the disposal, recycling facility, or NJDEP. All costs thereof shall be included in the price bid for the appropriate Pay Item.

SECTION 202 – EXCAVATION

202.01 Description

This Section describes the requirements for stripping, excavating, removing pavement, reusing excavated material for backfill and embankments, and disposing of excess material. This includes excavation and backfill for the construction of pipes, electrical conduits, culverts, manholes, inlets, and similar subsurface structures. This Work shall also consist of furnishing material required for backfill and embankment in excess of that obtained from roadway excavation and excavation from other items of work.

In addition, this Work shall also consist of stripping, excavation and removal of all earth, rock, boulders, brick, stone and concrete masonry, small structures and other materials encountered of whatever nature, required for the construction of roadways, parking lots, and their appurtenances, where shown on the plans; the transportation of the excavated materials; the construction of embankment with materials excavated; the disposal of unsuitable and surplus materials; except for items which are to be removed according to the work of other Sections.

Excavation, Unclassified, shall also include removal of unsuitable material in cut sections disclosed by proof rolling.

202.02 Materials

Provide materials as specified in Subsection 202.02.

202.03 Construction

ADD THE FOLLOWING

Before excavating, existing subsurface structures which may be affected by or interfere with the proposed construction shall be located. If directed, test pits shall be excavated to obtain the required information. Test pits or portions of a test pit shall be dug by hand when in close proximity to utilities or when directed. Excavation beyond that which is necessary to obtain the required information will not be measured for payment. Test pits shall be backfilled according to NJDOT Standard Specifications.

202.03.01 Stripping

Topsoil, if any, shall be stored on the Project site. The removal and disposal of excess topsoil from the project shall not be done until completion of all topsoiling work and upon approval of the Engineer.

202.03.03 Excavating Unclassified Material

ADD THE FOLLOWING

202.03.03.A

Excavation, Unclassified, shall consist of the excavation of the roadway below the asphalt layer as required to construct the new roadway or over excavation of unsuitable roadway base materials of whatever nature encountered.

202.03.03.A.4 Pipes and Culverts

Installation of pipes shall conform to Subsection 601.03.01. The width of trench shall be at least 1 foot-6 inches greater than the outside diameter of the pipe or culvert. When the material at the bottom of the excavation is rock or other hard material, it shall be removed within 6 inches for reinforced concrete culvert pipe and high density polyethylene (HDPE) pipe, and 1 foot for corrugated metal, steel, or aluminum alloy culvert pipe outside the bottom of the pipe or culvert and the space backfilled with suitable material. Test Pits shall be backfilled with Dense Graded Aggregate, if directed by the Engineer at no additional cost to the Owner.

202.03.03.A.5 Backfilling for Pipes and Culverts

Backfill to a height of 2 feet above the top of pipes and culverts, except underdrains, corrugated aluminum alloy culvert pipe and HDPE pipe, shall be made with excavated material free from stones or rock fragments larger than 2 inches in any dimension. Below this level, the backfill shall be placed in layers not more than 6 inches thick and each layer shall be compacted with flat-face mechanical tampers. Backfill shall be worked into the haunch area and compacted for all pipe.

For HDPE pipe, backfill to a height of 2 feet above the top of the pipe shall be made with excavated material free from class IV or class V materials according to ASTM D2321, with stones or rock fragments no larger than 1/2 inch in any direction. Below this level, the backfill shall be placed symmetrically on each side of the pipe in layers not more than 6 inches thick with each layer compacted with flat-faced mechanical tampers for all pipe.

Backfill to a height of 2 feet above the top of corrugated aluminum alloy culvert pipe shall be made with a granular soil with the gradation as specified in Subsection 201.02. Below this level, the backfill shall be placed symmetrically on each side of the pipe in layers not more than 6 inches thick, and each layer shall be compacted with flat-faced mechanical tampers. All backfill more than 2 feet above the top of pipes and culverts, except underdrains, shall be made with excavated material and compacted in 6 inches layers as follows:

- Care shall be taken to avoid contact between the pipe and compaction equipment at all times. All damaged pipes shall be removed and replaced at no additional cost to the State.

- Shoring, bracing, and sheathing shall be withdrawn as the backfilling proceeds. Compaction requirements shall not be compromised due to the removal of sheathing, shoring, trench boxes or other type of excavation support systems.

202.03.03.A Blasting Operations

Blasting in Union County is prohibited, and will not be authorized.

202.03.07 Reuse or Disposal of Excess Material

Material obtained from excavation operations shall be disposed of at a location secured by the Owner, or if so specified, stockpiled on-site to be reused as sub-base material. Should the Owner refuse the excess millings, the Contractor will be required to dispose of the material at locations secured by the Contractor outside the limits of the Municipality, at no additional cost to the Municipality.

202.04 Measurement and Payment

Excavation of the various kinds will be measured by the cubic yard. In computing volumes of excavation, the average end area method is used.

There will be no separate payment made for Excavation required for the installation of the various sewer pipes and drains. The cost of this excavation shall be included in the various unit price sewer pipe and drainage items to be constructed.

Removal of the Asphalt as required shall be paid for under the Milling Item.

Payment will be made under:

Pay Item	Pay Unit
EXCAVATION, UNCLASSIFIED	CUBIC YARD

Separate payment will not be made for the disposal of contaminated, excess, unsuitable or unusable material. All costs thereof shall be included in the prices bid for the various pay items scheduled in the Proposal.

Separate payment will not be made for power saw-cutting of existing pavement; rather, the cost thereof shall be included in the unit price for the Pay Item, Excavation, Unclassified, scheduled in the Proposal.

Separate payment will not be made for stripping. All costs thereof shall be included in the Lump Sum price for the Pay Item, Site Clearing.

Separate payment will not be made for the various classes of pipe bedding; rather, the cost thereof shall be included in the unit prices bid for the various pay items of pipes in the Proposal.

Separate payment will not be made for the disposal of excess, unusable or unsuitable material; all costs thereof shall be included in the unit prices bid for the various pay items scheduled in the Proposal.

Separate payment will not be made for backfill for test pits as directed by the Engineer. All costs thereof shall be included in the unit prices bid for the various pay items scheduled in the Proposal.

At the discretion of the Engineer, material specified to be measured by the cubic yard may be weighed and such weights converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by laboratory analysis of random samples.

In place volume may be measured by in-field cross-sections or by analytical means based upon truck deliveries and laboratory testing for density.

SECTION 302 – AGGREGATE BASE COURSE

302.01 Description

This Work shall consist of the construction of base courses dense-graded aggregate base course and soil aggregate I-5 select backfill.

302.02 Materials

Provide DGA and Soil Aggregate (I-5) material as specified in Section 302.02.01.

302.03.01.D Thickness Requirements

The thickness will be measured at a frequency not exceeding 100 feet or as established by means of test holes or other methods. Test holes shall be refilled with the base course material and the material compacted in layers not more than 6 inches thick with a flat-face mechanical tamper.

Any deficiency in total thickness of the base course in excess of $\frac{1}{2}$ inch shall be corrected by reconstructing the base course in accordance with this section of the Standard Specifications.

ADD THE FOLLOWING

302.03.01.F Maintenance Under Traffic

Traffic shall not be permitted to ride on the compacted base course.

302.04 Measurement and Payment

No separate payment will be made for the installation of Dense Graded Aggregate as it relates to the construction of the block curbing, as per the Plan.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	SQUARE YARD

SECTION 401 – HOT MIX ASPHALT (HMA) COURSES

401.01 Description

This Section describes the requirements for constructing base course, intermediate course, and surface course of HMA.

401.02 Materials

Materials and equipment shall conform to Subsection 401.02.

401.03 Construction

401.03.01 Preparing Existing Pavement

401.03.01.A Milling of HMA

ADD THE FOLLOWING

Material obtained from the milling operation shall be disposed of at a location secured by the Owner. Should the Owner refuse the excess millings, the Contractor will be required to dispose of the material at locations secured by the Contractor outside the limits of the Municipality, at no additional cost to the Municipality.

Table 401.03.03-1 Minimum Base Temperature

Lift Thickness, inches (t)	Minimum Base Temperature, °F
t ≥ 1	50
1 < t < 2	41
t ≥ 2	32

Pavement shall be placed at a minimum temperature of 250°F and shall be rolled at a minimum temperature of 180°F. When meeting previously placed asphalt, the previously placed asphalt shall be a minimum of 180°F.

The Contractor shall schedule his delivery as to not allow pavement within trucks to drop below 250°F nor allow pavement to be placed along a previously paved surfaces with a temperature below 180°F. The Contractor shall utilize heated trucks and/or reheat the pavement to acceptable temperatures.

401.04 Measurement and Payment

The application of tack coat is required but will not be measured. Payment for this item should be included in the unit price bid for surface course. All other provisions in the Standard Specifications shall apply.

All seams shall be straight, even and sealed. If the installed asphalt does not comply, it could result in non-payment.

ADD THE FOLLOWING

HMA shall be measured by the ton excluding wasted material and in accordance with NJDOT Standard Specification Subsection 401.04. The weight will be determined by one of the following methods:

1. A weigh ticket printed by an automatic printer system used in conjunction with an automated batching and mixing system. The printed ticket shall show the individual weights of the various components of the HMA mixture in a batch, the total weight of each batch, and the sum of all batch weights in the truckload. At the completion of each day's work, a producer's representative shall certify on Department forms that the total weight supplied to each Project was correct.
2. A weigh ticket printed by an automatic scale showing the tare and gross weights of the truck as determined for each trip and the time and date indicating when the truck was tared and when it departed from the plant. Time and date may be printed automatically by a time clock.

However, the net weight must be documented on each delivery ticket by a certified weigh master. Fully automatic scales that print gross, tare and net weights are acceptable if the system is of an approved type according to the requirements of the Department and the Office of Weights and Measures, Division of Consumer Affairs, Department of Law and Public Safety. The signature and official seal of a certified weigh master shall be affixed to each weigh ticket.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
H.M.A. MILLING, 0 - 3" DEPTH	SQUARE YARD
HOT MIX ASPHALT 9.5M64 SURFACE COURSE	TON
HOT MIX ASPHALT 19M64 BASE COURSE	TON

SECTION 601 – PIPE

601.01 Description

This Section describes the requirements for constructing storm drains for surface drainage, roof leaders thru curb, for constructing subbase outlet drains, and for cleaning existing pipe.

601.03 Construction

601.03.01 Installing Pipe

C) Bedding. Do not place bedding material until the RE approves the depth of excavation and the material at the bottom of the excavation. If bedding is not shown, place pipe directly on the material at the bottom of the trench.

For Class A bedding, construct a concrete cradle. Place concrete according to the limitations specified in 504.03.02.C. Place concrete across the area to minimize rehandling. Ensure that concrete is not discharged into windrows or piles. Consolidate the concrete by hand spading or using internal mechanical vibrators. Protect concrete as specified in 504.03.02.I.

For Class B, Class C, and Class D bedding, place the bedding and provide recesses for pipe bells deep enough to ensure that the bell will not rest on the bottom of the recess. Ensure that the recess does not exceed 2 inches from the edge of the bell along the length of the pipe. Compact using the directed method as specified in 203.03.02.C.

D) Installing Pipe. Before the installation of HDPE pipe and as directed by the RE, provide a technical representative from the pipe manufacturer on the work site for the first day of pipe installation to ensure proper installation procedures.

When installing pipe, use a laser system to control the alignment and grade of the pipe.

Use end sections of the same material as the adjoining pipe or pipe arch, except use concrete end sections for HDPE pipe.

Begin installing pipe at the lowest elevation of the pipeline. Ensure that the pipe is in firm contact with the bottom of the excavation or bedding throughout its full length. Place bell ends of pipe facing towards the highest elevation. When using perforated pipe, ensure that the perforations are at the bottom.

When installing pipe through concrete or masonry walls, provide a sufficient length of pipe outside of the wall to allow for connections, and cut the pipe flush with the inside face of the wall. Seal the connection using mortar. When pipe enters below the invert of existing structures, cut and shape the existing invert to form a new channel.

When constructing storm drains in stages, cover the end of the pipe after each stage to prevent material from entering the pipe. Do not cover the pipe if it is required to keep the pipe open for temporary drainage.

When using pipe for a stream diversion, install pipe outside of the existing stream bed while maintaining flow in the existing stream. When installing pipe within an existing stream channel, construct a temporary stream diversion while maintaining flow in the existing stream channel. Once the temporary channel is completed, divert the stream flow into the temporary channel while constructing the pipe system within the existing stream bed. When the pipe is completed, divert the stream flow into the pipe.

When using heavy construction equipment (100 kips axle load) over, or within 10 feet of HDPE pipe or corrugated aluminum alloy pipe, place the manufacturer recommended temporary compacted cover over the top of the pipe. Ensure that the temporary cover is free from stones larger than 1 inch.

F) Backfilling. When using corrugated aluminum and HDPE pipe, backfill from the bottom of the trench to 2 feet above the top of the pipe with Class C bedding. When using pipe other than corrugated aluminum or HDPE, backfill from the bottom of the trench to 2 feet above the top of the pipe with suitable excavated material free from stones and rock larger than 2 inches in any dimension. For distances 2 feet above the top of the pipe, backfill using suitable excavated material.

Place backfill material symmetrically on each side of the pipe in lifts not exceeding 6 inches thick, loose measurement. Compact as follows:

1. If the backfill material is predominantly granular, use vibratory plate compactors.
2. If the backfill material is not predominantly granular, use vibratory rammer compactors.
3. For heights more than 2 feet above the pipe, the Contractor may use a roller.

The RE may direct compaction using the density control method as specified in 203.03.02.D.

Remove shoring, bracing, and sheeting as the backfilling proceeds.

The Contractor may use CLSM as alternate backfill material when backfilling trenches for drainage pipe. Do not use CLSM to replace pavement, base courses, or drainage layers that form the pavement structure. The RE will not allow combining other backfill materials in the same trench as CLSM. Place CLSM according to the limitations specified in 504.03.02.C. Place CLSM across the area to minimize rehandling. Protect CLSM as specified in 504.03.02.I.

601.04 Measurement and Payment

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

Pay Item	Pay Unit
15" REINFORCED CONCRETE PIPE, CLASS IV	LINEAR FOOT
ROOF LEADERS	UNIT

SECTION 602 – DRAINAGE STRUCTURES

602.01 Description

This Section describes the requirements for constructing, reconstructing, and cleaning inlets and manholes.

602.02 Materials

602.03 Construction

602.03.02 Inlets and Manholes

Excavate as specified in 202.03.03. Obtain RE approval before finishing excavating. If the RE determines that the bottom of the excavation is unstable, undercut, backfill, and compact as directed by the RE.

When surrounding grade is below proposed grade, provide temporary drainage into the drainage structure as directed by the RE. Repair temporary openings as necessary. Construct inlet and manhole structures as follows:

1. **Precast.** The Contractor may use precast concrete inlets and manholes. If modifications to precast concrete inlets and manholes are required, obtain RE approval before installation. After installation, fill the lifting holes with mortar.
2. **Block and Brick Construction.** Lay concrete block and brick with staggered joints. Fill with mortar horizontal joints, brick vertical joints, and concrete block key ways. Ensure that horizontal joints and vertical joints in brick are not more than 3/8 inch wide. Coat the outside wall with at least a 1/2-inch thick layer of mortar and trowel smooth. When the ambient temperature is below 40 °F, ensure that the mortar temperature is between 50 and 100 °F. Cover the masonry and maintain its temperature above 32 °F for 24 hours. Ensure that the connection between drainage structures and pipe is leak-free.

Set castings in mortar beds or anchor castings to the masonry as shown before finishing adjoining Items of work with the same final elevation. Ensure that mortar attains a strength of 2500 pounds per square inch before opening to traffic.

Backfill and compact using the directed method as specified in 203.03.02.C.

Construct inverts with a smooth and uniform finish that minimizes resistance to flow. Ensure that the shape of the inverts conforms uniformly with the inlet and outlet pipe.

Set the manhole cover or inlet grate on the casting. If the manhole cover or inlet grate is loose or wobbles, grind to obtain a tight fit.

602.03.03 Setting Castings, Resetting Castings, and Reconstructing Inlets and Manholes

When modifying less than 1 foot of an inlet or manhole, set or reset the casting. When modifying 1 foot or more of an inlet or manhole, reconstruct the inlet or manhole.

Remove castings, damaged wall portions, and ladder rungs as directed by the RE. Reuse concrete as specified in 202.03.07.A. Dispose of other material as specified in 202.03.07.B. 234

Reconstruct the walls to the elevation shown, and, if necessary, install new ladder rungs. Set castings in mortar beds or anchor castings to the masonry as shown before finishing adjoining Items of work with the same final elevation. If excavation is required to reconstruct, backfill and compact using the directed method as specified in 203.03.02.C.

Set the manhole cover or bicycle safe grate on the casting. If the manhole cover or bicycle safe grate is loose or wobbles, grind to obtain a tight fit. Do not open to traffic until 3 days after the grout was set.

602.03.05 Extension Frames and Rings

If structures contain existing frames or rings, remove extension frames or rings. Use the minimum number of frames or rings necessary to achieve the proposed grades. Place the extension frame or ring in the casting and check for fit.

Before applying epoxy bedding compound, clean the surfaces that will receive the epoxy bedding compound, the lower bearing surfaces, and sides of the extension frames or rings. Clean by sand blasting or brushing with a mechanically-driven wire wheel to ensure that the epoxy bedding compound adheres to the surfaces. Wipe the prepared surfaces with a rapid-evaporating degreasing agent.

Apply extra epoxy bedding compound where there are gaps in the fit. Apply the epoxy bedding compound according to the manufacturer's recommendations, and immediately set the extension frame or ring into the epoxy bedding compound. Ensure that the frame or ring is in full contact with the casting and that the epoxy bedding compound fills the gaps.

Set the bicycle safe grate or manhole cover on the extension frame or ring. If the bicycle safe grate or manhole cover is loose or wobbles after being set in the extension frames or rings, grind to obtain a tight fit or replace as directed.

Repair damage to galvanized coatings according to ASTM A 780. Dispose of materials removed from the existing structure as specified in 201.03.09.

602.03.06 Manhole Covers and Bicycle Safe Grates

Set the manhole cover or bicycle safe grate on the casting. If the manhole cover or bicycle safe grate is loose or wobbles, grind to obtain a tight fit. Dispose of materials removed from the existing structure as specified in 201.03.09.

602.03.07 Curb Pieces

Bolt the curb piece to the frame before setting the frame in concrete or mortar. Ensure that all castings are set firm and snug.

602.03.08 Cleaning Drainage Structures

At least 5 days before beginning the work, submit a plan to the RE detailing the proposed method and equipment to be used. Remove and collect silt, debris, and material. Ensure that the material is not discharged into the drainage system. Dispose of materials removed from the existing structure as specified in 202.03.08. 235

602.04 Measurement and Payment

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
INLET, TYPE B	UNIT
DOGHOUSE STORM MANHOLE	UNIT
RECONSTRUCT INLET, TYPE B, USING EXISTING CASTING	UNIT
CURB PIECE	UNIT
RESET MANHOLE, STORM OR SANITARY SEWER, USING EXISTING CASTING	UNIT

SECTION 605 – FENCE

605.01 Description

THE FOLLOWING IS ADDED:

Chain-link fence, black pvc-coated steel, 4' high

This item shall include all necessary labor, excavation, backfill, materials, and supplies to construct fence as shown on the plan or as otherwise instructed.

605.02 Materials

THE FOLLOWING IS ADDED:

Materials for chain-link fence shall be as specified on the plans and details and according to manufacturer's specifications.

605.03 Construction

THE FOLLOWING IS ADDED:

Before constructing or placing fence, clear the site as specified in 201.03.01. Remove rock protruding above the ground surface in the fence line.

Set terminal posts at the beginning and end of each continuous length of fence, at abrupt changes in vertical and horizontal alignment, and on each side of gate locations. Install posts to be set in concrete in dug or drilled holes, Sleeve-It ® fence post anchors, or approved equal. Place concrete as specified in 504.03.02.D and allow concrete to cure for at least 72 hours before stretching fence fabric.

If a concrete foundation is not required, the Contractor may drive posts to the required depth if ground conditions permit.

When solid rock is encountered, install posts not required to be set in concrete by drilling the rock to the required depth and securing with mortar.

Material used shall be chain-link fence, 4' high, black pvc-coated steel or approved equal.

Installation shall be as specified on the plans and details and according to manufacturer's specifications.

605.04 Measurement and Payment

Payment will be made under:

Pay Item	Pay Unit
4' CHAIN LINK FENCE	LINEAR FOOT

Payment shall include all excavation, labor, materials, supplies, backfilling and compaction as directed by the Engineer at the price bid in the Proposal.

SECTION 606 – SIDEWALKS, DRIVEWAYS AND ISLANDS

606.01 Description

This Work shall consist of the construction of concrete sidewalks, driveways, and islands including concrete A.D.A ramps with detectable warning surfaces.

606.02 Materials

Provide materials as specified in Subsection 606.02

606.03 Construction

606.03.02 Concrete Sidewalks, Driveways, and Islands

ADD THE FOLLOWING

606.03.02.J Limitations

The limitations of placing shall be as specified in Subsection 504.03.02.C and the following:

1. Placing of concrete shall be discontinued in time to allow finishing to be completed in daylight hours unless an artificial lighting system, as approved by the Engineer, is provided.
2. Concrete sidewalks, apron, and driveways shall not be constructed from November 1 to March 15 unless the work closed to traffic for a minimum of 30 curing days as specified in Subsection 504.03.02.C.1.

606.03.03 Detectable Warning Surfaces

Clean and dry the designated area where the detectable warning surface will be installed. Install detectable warning surfaces according to the manufacturer's recommendations.

606.04 Measurement and Payment

Sidewalks of the various kinds and thicknesses will be measured by the square yard (SY). No separate payment will be made for reinforcement steel in concrete sidewalks or aprons. Separate payment will not be made for power saw-cutting of sidewalk; rather, the cost thereof shall be included in the unit price for the Pay Item, scheduled in the Proposal.

Driveways of the various kinds will be measured by the square yard (SY). Separate payment will not be made for power saw-cutting of driveways; rather, the cost thereof shall be included in the unit price for the Pay Item, scheduled in the Proposal. Reuse or replace at contractors' expense. Any pavers damaged during the course of construction, replaced pavers shall match in color and style.

Concrete Aprons and Driveways, Sidewalk and Concrete Pads, 6" thick, will be measured by the square yard (SY). No separate payment will be made for reinforcement steel.

Detectable warning surfaces will be measured by the square yard (SY).

No separate payment shall be made for the disposal of any excavated or demolished materials.

Payment will be made under:

Pay Item	Pay Unit
CONCRETE DRIVEWAY, REINFORCED, 6" THICK	SQUARE YARD

SECTION 607 - CURB

607.01 Description

This Work shall consist of the construction of granite curbs, the resetting of granite curbs, and the removal and disposal of existing concrete barrier curbs.

607.03 Construction **607.03.05 Granite Curb**

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

Place footing concrete according to the limitations specified in 504.03.02.C. Consolidate the concrete by hand spading or using internal mechanical vibrators.

Set granite curb in concrete ensuring that the top surface is at the required grade. Ensure that joints are at most 1/4 inch wide for dressed and 3/8 inch wide for quarry-split curb. Point the joints using mortar. Place 1/2-inch preformed joint filler between the granite curb and concrete pavement. Seal with hot-poured joint sealer.

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

607.04 Measurement and Payment

Curbs of the various sizes and kinds will be measured by the linear foot along the face at the gutter line. Curbs in transition areas will be measured under the larger size.

No separate payment will be made for the removal of existing concrete or granite block curb and gutter. The removal of existing curbing and gutter will be paid under Site Clearing.

Payment will be made under:

Pay Item	Pay Unit
GRANITE BLOCK CURB	LINEAR FOOT

Payment adjustments for strength will be made according to Subsection 903.03.05.F and will be applied to the lot for those Pay Items specified in that Subpart.

Payment for the removal and disposal of any existing curb and all adjacent site restoration, unless payment is otherwise provided for under other Pay Items, shall be included in the unit price bid for the various curb items in the Proposal.

SECTION 612 – SIGNS

612.01 DESCRIPTION

This Section describes the requirements for erecting signs and mounting sign panels.

612.03 CONSTRUCTION

612.03.01 Regulatory and Warning Signs and Type GA “U” Post Support Guide Signs

If sign placement conflicts with existing conditions, obtain RE approval to adjust the sign location. Determine the sign post lengths based on the final grade.

Mount sign panels on breakaway steel “U” post sign supports. For signs located behind guide rails or other roadside barriers, mount sign panels on steel “U” post sign supports without the breakaway assembly.

After mounting sign panels, notify the RE. The RE will examine the sign panels at night for glare. If directed by the RE, adjust the sign panels to eliminate glare. Shim signs mounted on 2 posts either at all bolts on 1 of the posts, or at the proper upper or lower bolts on both posts. Shim signs mounted on a single post at either the upper or lower bolts, whichever best minimizes glare. Install shims between the back of the sign and the post. Ensure that the sign does not deform, and that the nuts and bolts are securely tightened.

612.03.02 Type GA Breakaway and Non-Breakaway Support Guide Signs

A. Working Drawings. At least 30 days before beginning work, submit working drawings for certification.

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

C. Constructing Pedestals. Set anchor bolts into a template to maintain alignment and elevation. Secure in position to prevent displacement while placing concrete. Place reinforcement steel as specified in 504.03.01 before placing the concrete. Ensure that concrete placement complies with the limitations as specified in 504.03.02.C. Place concrete as specified in 504.03.02.D. Cure concrete as specified in 504.03.02.F.

D. Erecting Posts. Submit written request to the RE for the type and quantity of breakaway couplings required at least 10 days before erecting posts. Erect posts as specified in 512.03.01.G.

E. Mounting Sign Panels. Mount Type GA guide sign panels on sign support using mounting material

612.03.03 Type GO and Type GOX Guide Sign Panels

Mount Type GO and Type GOX guide sign panels on sign support structures using mounting material.

After mounting sign panels, notify the RE. The RE will examine the sign panels at night for glare. If directed by the RE, adjust the sign panels to eliminate glare.

612.04 MEASUREMENT AND PAYMENT

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

Pay Item	Pay Unit
REGULATORY AND WARNING SIGN	SF

SECTION 804 - TOPSOILING

804.01 Description

This Work shall consist of the preparation and placement of topsoil. Borrow topsoil shall consist of the furnishing of topsoil required in excess of that obtained from stripping.

804.02 Materials

Topsoil shall conform to Subsection 917.01.

804.03 Construction

804.03.01 Topsoiling

Storage of topsoil shall conform to Subsection 202.03.01. The storage piles of topsoil and the areas, from which stored topsoil has been removed, within the ROW limits of the Project, shall be fertilized and seeded according to Section 806.

Topsoil shall not be placed until the area to be topsoiled has been approved. All stones, 2 inches or larger in any dimension, and other debris such as wires, cables, tree roots, pieces of concrete, clods, and lumps shall be removed and the surface scarified to provide an improved bond between slope and topsoil. Slopes steeper than 2H:1V shall not be bladed smooth.

The topsoil shall be spread on a previously prepared surface in a uniform layer to produce the prescribed compacted thickness.

Topsoiled areas outside the limits of Work shall be protected against damage caused by the delivery, handling, or storage of materials, by washouts due to drainage diversion, by workers, or by equipment. Any such damage shall be repaired by grading, fertilizing, seeding, and mulching at no cost to the Township.

Where either embankment or excavation slopes become eroded during the Work and before Acceptance, repairs shall be made at no cost to the Township.

804.04 Measurement and Payment

Topsoiling of the various thicknesses will be measured by the square yard. Reduction in quantity will not be made for areas designated for planting pits.

Payment will be made under:

Pay Item	Pay Unit
TOPSOILING, 4" THICK	SQUARE YARD

SECTION 808 - SODDING

808.01 Description

This Section describes the requirements for providing and placing topsoil and sod.

808.02 Materials

Materials shall conform to the following subsections:

Topsoil.....	917.01
Fertilizer, 1-2-1 Ratio.....	917.03
Pulverized Limestone.....	917.04
Sod	917.09
Pegs.....	917.09

808.03 Construction

808.03.01 Placing Sod

Before placing sod, place 4 inches of topsoil as specified in [804.03.01](#). Incorporate fertilizer, applied at a rate that yields 50 pounds of nitrogen per acre. Incorporate pulverized limestone, if necessary, to adjust the pH of the topsoil to 6.5 as specified in [806.03.01.B](#).

With each delivery of sod, submit to the Engineer a delivery slip, indicating the time and date of harvest and the quantity of sod, and a New Jersey Department of Agriculture certification. Within 36 hours of harvesting, deliver and lay the sod. Lay sod with staggered joints pressed closely together. Match the ends of sod strips so that the ends and sides always lie flush with each other. Press sod into the underlying soil by hand tamping and rolling to produce an even surface.

On slopes, start placing sod at the bottom. At the top of slopes, turn the upper edge of the sod strips into the soil and cover with topsoil. On slopes steeper than 3H:1V, hold sod in place with pegs driven flush with the surface of the sod. Do not space the pegs more than 1 foot apart. Use at least 2 pegs for each strip of sod.

Water until infiltration occurs through the root zone and into the topsoil zone in a manner that provides equal distribution and coverage to all areas sodded. Re-water as necessary until a firm root mass is established.

Do not place sod when the moisture content of the topsoil may adversely affect the sod. If the upper 1/2-inch of topsoil is dry, moisten the soil immediately before laying the sod.

Immediately replace sod that is dead or unhealthy.

After a firm root mass is established and before the turf reaches the height of 3 to 4 inches, mow the turf to a height of 1-1/2 to 2 inches with a machine that does not produce ruts, contribute to soil compaction, or damage the sod. Subsequently mow as directed.

808.04 Measurement and Payment

Sod will be measured by the square yard. Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
SODDING	SQUARE YARD

SECTION 912 – PAINTS, COATINGS, TRAFFIC STRIPES, AND TRAFFIC MARKINGS

912.04 TEMPORARY TRAFFIC STRIPES AND MARKINGS

912.04.01 Latex Paint

For temporary traffic stripes, use latex traffic paint that is a fast-drying white, or non-lead yellow, ready-mixed pigmented binder emulsified in water and capable of anchoring reflective glass beads that are separately applied. Ensure that the color matches FED-STD-595B color chip No. 33538 for yellow and No. 37886 for white. Ensure that the paint has a maximum no-track time of 120 seconds when applied in a wet film thickness of 15 ± 1 mil, at 140 °F, and with 12 pounds per gallon of glass beads. In addition, ensure that the finished product meets the following:

1. Volume of solids is a minimum 61 percent.
2. Total solids are a minimum of 77.5 percent total non-volatiles by weight, when tested according to ASTM D 2369.
3. Weight per gallon is a minimum 14 ± 0.2 pounds per gallon for each color.
4. Hegman Grind is a minimum of 2 Hegman when tested according to ASTM D 1210.
5. Viscosity is between 70 and 95 Krebs Units at 77 °F, when tested according to ASTM D 562.

Use glass beads conforming to AASHTO M247, Type 1, with a moisture resistance coating.

If requested by the RE, provide a certification of compliance, as specified in 106.07, for latex or glass beads.

*****All areas must be properly cleared of all loose debris, stone, and sediment prior to striping. No striping shall be permitted during or 12 hours prior to, inclement weather (i.e. rain or snow). A dry and clear surface must be established prior to completing the striping process. *****

912.04.01 Measurement and Payment

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

<u>Pay Item</u>	<u>Pay Unit</u>
TRAFFIC STRIPES, 4" (SINGLE WHITE)	LINEAR FOOT
TRAFFIC STRIPES, 6" (SINGLE WHITE)	LINEAR FOOT
TRAFFIC STRIPES, 24" (SINGLE WHITE)	LINEAR FOOT
TRAFFIC MARKINGS, SYMBOLS	SQUARE FOOT

F. SUPPLEMENTARY SPECIFICATIONS

STANDARD SPECIFICATIONS

The current Standard Specifications for Road and Bridge Construction of the New Jersey Department of Transportation, 2019 Edition, as added to and/or amended elsewhere herein by the Invitation to Bid, Proposal, Instructions to Bidders, General Instructions and Conditions, Special Provisions, and Supplementary Specifications; shall insofar as technical requirements are involved, govern in the execution of this Project.

Such Standard Specifications are made a part of these Specifications by this reference and will not be repeated herein. It is the responsibility of prospective bidders to familiarize themselves with these Standard Specifications, copies of which may be examined at the office of the Engineer and may be obtained, upon payment of the cost thereof from:

**Department of Transportation
State of New Jersey
1035 Parkway Avenue
Trenton, New Jersey 08625**

The 2011 Edition of the New Jersey Department of Transportation Supplementary Specifications for State Aid Projects, are also made part of these specifications by this reference and will not be repeated herein.

The Invitation to Bid (Advertisement), Proposal, General Instructions and Conditions, Special Provisions and/or the 2011 Edition of the Supplementary Specifications shall govern and prevail in the case of conflict between them and the 2019 edition of the Standard Specifications.

In these Standard Specifications, the words "Commissioner" or "Department" shall refer to and mean the person, persons, body, board, or agent legally empowered to enter into Contracts and otherwise legally act for the Township. The word "State" shall refer to and mean the Township as hereinbefore defined and the word "Inspector" shall mean the authorized project representative of the Engineer with the authority as hereinbefore defined. The word "Laboratory" shall mean and refer to the Engineer who may, at his discretion, and the consent of the Township, employ qualified technical personnel or testing laboratories to assist him in fulfilling the duties normally assigned to the "Laboratory" in these Standard Specifications.

When reference is made, herein, to the bulletins, standards, specifications or requirements of societies, associations, institutes or organizations as listed under DEFINITIONS. The requirements of the bulletins, standards, specifications, publications or requirements referred to shall be considered a part of these Specifications by such reference and shall not be repeated herein but shall have the same import and be as binding as if herein set forth in full.

SUPPLEMENTARY SPECIFICATIONS

For

2024 CAPITAL ROAD IMPROVEMENTS - VARIOUS LOCATIONS

**Township of Clark
County of Union**

AUTHORIZATION OF CONTRACT

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

SPECIFICATIONS TO BE USED

The 2019 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation, the Supplementary Specification Edition 2011, and as amended herein, shall govern the construction of this Project.

WAGE RATES

The Contractor shall pay the minimum wage rates determined by the New Jersey Department of Labor.

State Wage Rates may be obtained from the New Jersey Department of Labor (609-292-2259). The State Wage Rates in effect at the time of award will be made a part of this Contract, pursuant to chapter 150, Laws of 1963 (NJSA 34:11-56.25 et seq.).

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

GENERAL

All awards shall be made subject to the approval of the New Jersey Department of Transportation. No construction shall start before approval of said award by the New Jersey Department of Transportation.

Prior to the start of construction, the Contractor must submit a Material Questionnaire (SA-11) listing all sources of materials. Any materials used on the Project from a non-approved New Jersey Department of Transportation source will be considered non-participating. The Contractor is also notified that the District Office, Division of Local Government Services and Economic Development must be notified of the construction commencement date at least five (5) calendar days prior to the start of construction.

Award of Contract and subletting will not be permitted to, materials will not be permitted from, and use of equipment will not be permitted that is owned and/or operated by, firms and individuals included in the report of suspensions,

Debarments and disqualifications of firms and individuals as maintained by the Department of the Treasury, General Services Administration, CN-039, Trenton NJ 08625 (609-633-3990).

Payment for a pay item in the Proposal includes all the compensation that will be made for the work of that item as described in the Contract Documents unless the "Basis of Payment" clause provides that certain work essential to that item will be paid for under another pay item.

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

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

Henceforth in this Supplementary Specification whenever reference to the State, Commissioner, Department, Engineer or Inspector is made, it is construed to mean the particular Municipality or County executing this Contract.

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

Materials or assemblies as specified will be accepted on the basis of certificates of compliance stating that such materials or assemblies fully comply with the requirements of the Contract.

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 the contract requirements, will be subject to rejection whether in place or not. The Contractor shall require the manufacturer or supplier to furnish three copies of certificates of compliance with each delivery of materials, components and manufactured items that are acceptable by certification. One copy shall be furnished to the Engineer, one copy shall be furnished to the District Office Division of Local Government Services and Economic Development and one copy shall be retained by the Contractor.

Certificates of Compliance shall contain the following information:

1. Project and location to which the material is consigned.
2. Name of the Contractor to which the material is supplied.
3. Kind of material supplied.
4. Quantity of material represented by the certificate
5. Means of identifying the consignment, such as label marking, seal number.
6. Date and method of shipment.
7. Statement that the material has been tested and found in conformity with the pertinent contract requirements stated in the certificate.
8. Signature of a person having legal authority to bind the supplier.
9. Signature attested to by a notary public or other properly authorized person.

Payments relative to materials specified to be accepted on the basis of certificates of compliance shall not be made until the Engineer has in his possession an acceptable Certificate of Compliance.

FOREIGN MATERIALS

The attention of the Contractor is directed to all existing Federal and State Statutes and Regulations which prohibit on any public work the use, by the Contractor or Subcontractor, of materials produced or manufactured outside the United States of America, exceptions to this prohibition, upon the findings of the Engineer, are allowed only where its enforcement would be inconsistent with the public interest or where the material is not produced or manufactured in the United States in commercial quantities and of a sufficient quality.

If the Engineer finds that in the performance of the Contract there has been a failure to comply with the provisions relative to foreign materials, he shall make public his findings and no other contract for the construction of any public work by this contracting agent shall be awarded to such Contractor, or to any

Partnership, Association or Corporation with which such contractor is associated or affiliated, within a period of three years after such finding is made public.

Where the use of foreign material is allowed, such material shall be furnished in accordance with the following requirements:

1. Materials manufactured or produced outside the United States shall be delivered to a location, approved by the Engineer, where they shall be retained until examination can be completed.
2. The Contractor shall arrange, at his expense, any testing which the Engineer feel necessary to ascertain the acceptability of the material.
3. Each lot of foreign material shall be accompanied by a certificate of compliance. In addition, Certified Mill Test Reports shall be attached to the Certificate of Compliance for those materials for which Mill Test Reports are required and shall clearly identify the lot to which they apply. Certificates of compliance shall contain the following information:
 - a. Project to which the material is consigned.
 - b. Name of the contractor to which the material is supplied.
 - c. Kind of material supplied.
 - d. Quantity of material represented by the certificate.
 - e. Means of identifying the consignment, such as label marking, seal number.
 - f. Date and method of shipment.
 - g. Statement that the material has been tested and found in conformity with the pertinent contract requirements stated in the certificate.
 - h. Signature of a person having legal authority to bind the supplier.
 - i. Signature attested to by a notary public or other properly authorized person.

On projects utilizing federal funds, the Contractor's particular attention is directed to the Federal Statutes and Regulations which establish the "Buy American" requirements applicable to the project. The Contractor must comply with these requirements in addition to those provided under applicable state law.

The following sections of the standard specifications are deleted:

SECTION 101 - GENERAL INFORMATION
SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS
SECTION 103 - AWARD AND EXECUTION OF CONTRACT
SECTION 104 - SCOPE OF WORK
SECTION 105 - CONTROL OF WORK
SECTION 106 - CONTROL OF MATERIAL
SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC
SECTION 108 - PROSECUTION AND COMPLETION
SECTION 109 - MEASUREMENT AND PAYMENT

THESE SECTIONS OF THE STANDARD SPECIFICATIONS ARE CHANGED TO THE REQUIREMENTS OF THE CONTRACTING AGENCY.

G. PROPOSAL AND SUPPLEMENTAL FORMS & REQUIREMENTS

PROPOSAL
BY

(Bidder's Name)

(Address and Phone Number)

TO THE

TOWNSHIP OF CLARK
UNION COUNTY, NEW JERSEY

FOR

**BARTELL PARK PARKING IMPROVEMENTS
AND VARIOUS OTHER CAPITAL IMPROVEMENTS**

The Work under this Contract is the construction of a new parking lot, including but not limited to, excavation, pavement repairs, installation of pavement, removal and replacement of existing curbing, construction of new inlets and storm sewer system, installation of traffic markings, installation of signage and related improvements at Bartell Park in the Township of Clark to comply with the Work described in this Specification.

The UNDERSIGNED, as Bidder, declares that the only persons or parties interested in this Proposal as principals are named herein; that this Proposal is in all respects fair and without collusion or fraud; that no officer or employee of the OWNER is directly or indirectly interested in this Bid or the Work of this Contract or in any portions of the profits thereof; that he has carefully examined the annexed Instructions to Bidders, Notice to Bidders (Invitation to Bid), General Instructions and Conditions, Special Provisions and supplementary Specifications; that he or his representative has made a personal inspection of the site of the proposed Work; and that he proposes and agrees that if this Proposal is accepted, he will contract with the above-named OWNER, in the form of contract hereto annexed, and to provide the necessary machinery, tools, apparatus, and other means of construction, and to furnish all the materials, equipment and labor specified in the contract in the manner and time therein specified, and according to the requirements of the OWNER as therein set forth, and that he will take in full payment therefore the following prices to wit:

NOTE: Complete and submit one (1) original and one (1) complete copy of the loose, unbound copy of this Proposal and Supplemental Forms.

**BARTELL PARK PARKING IMPROVEMENTS
AND VARIOUS OTHER CAPITAL IMPROVEMENTS
SCHEDULE OF PRICES**

ITEM NO.	DESCRIPTION BARTELL PARK PARKING IMPROVEMENTS AND VARIOUS OTHER CAPITAL IMPROVEMENTS	APPROX. QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1	SILT FENCE	421	LF		
2	INLET FILTER TYPE 2, 2'X4'	4	UNIT		
3	CONSTRUCTION DRIVEWAY	17	TON		
4	BREAKWAY BARRICADES	6	UNIT		
5	DRUMS	15	UNIT		
6	TRAFFIC CONES	30	UNIT		
7	CONSTRUCTION SIGNS	250	SF		
8	CLEARING SITE	1	LS		
9	FUEL PRICE ADJUSTMENT (ALLOWANCE)	1	LS		\$1,000.00
10	ASPHALT PRICE ADJUSTMENT (ALLOWANCE)	1	LS		\$2,500.00
11	EXCAVATION, UNCLASSIFIED	400	CY		
12	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	1142	SY		
13	H.M.A. MILLING, 3" OR LESS	2124	SY		
14	HOT MIX ASPHALT 9.5M64 SURFACE COURSE	405	TON		
15	HOT MIX ASPHALT 19M64 BASE COURSE	310	TON		
16	15" REINFORCED CONCRETE PIPE, CLASS IV	92	LF		
17	INLET, TYPE B	3	UNIT		
18	RECONSTRUCT INLET, TYPE B, USING EXISTING CASTING	1	UNIT		
19	CURB PIECE	1	UNIT		
20	ROOF LEADER	26	UNIT		
21	DOGHOUSE STORM MANHOLE	1	UNIT		
22	RESET MANHOLE, STORM OR SANITARY, USING EXISTING CASTING (IF AND WHERE DIRECTED)	1	UNIT		
23	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	10	SY		
24	GRANITE CURB	599	LF		
25	TRAFFIC STRIPES, 4" (SINGLE WHITE)	740	LF		
26	TRAFFIC STRIPES, 6" (SINGLE WHITE)	67	LF		
27	TRAFFIC STRIPES, 24" (SINGLE WHITE)	12	LF		
28	TRAFFIC MARKINGS, SYMBOLS	104	SF		
29	REGULATORY AND WARNING SIGN	10	SF		
30	TOPSOIL SPREADING, 4" THICK	632	SY		
31	SODDING	632	SY		
32	4' CHAIN LINK FENCE	150	LF		

TOTAL OF ITEMS 1 THRU 32 \$ _____

Print Total Amount Bid for Items In Words

Accompanying this Proposal is a Consent of Surety and a Bid Guarantee, in the form of a Bid Bond (), a Certified or Cashier's Check (), payable to the order of the

_____ in the sum
of _____

_____ Dollars \$ _____,

which the undersigned agrees is to be forfeited as liquidated damages, and not as a penalty, if the contract is awarded to the undersigned and the undersigned shall fail to execute the Contract for the Project or to furnish the Bond required within the stipulated time, otherwise, the check will be returned to the undersigned.

The corporation undersigned is an individual under the partnership Laws of the State of _____
_____ having principal offices at _____

Telephone Number _____

Trade Name of Bidder _____

1. Signed by _____

Signature _____

Title _____

2. Signed by _____

Signature _____

Title _____

Signed this _____ day of _____, 20_____.

NOTE: If a partnership, all partners must sign. If a corporation, the president and at least one other officer must sign. If a proprietorship, the proprietor must sign. Proposals signed by an agent must be accompanied by a Power-of-Attorney for the Principal or Principals involved.

Attached additional signature sheets in the above form if necessary.

CONSENT OF SURETY

In consideration of the premises and of one Dollar (\$1.00), lawful money of the United States, it is in hand paid by the CONTRACTOR, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the Contract, for which the proceeding estimate and Proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred (100%) percent of the contract price, and will execute it as party of the third part thereto when required to do so by the OWNER, and if the said CONTRACTOR shall omit or refuse to execute such Contract, if so awarded, it will pay without proof of notice and on demand to the OWNER any increase between the sum to which the said CONTRACTOR would have been entitled upon the completion of the said contract and the sum which the said OWNER may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this _____ day of _____, 20_____.

(A corporate acknowledgement and statement of authority to be here attached by the surety company.)

(Surety Company)

BY _____
(Surety Company Attorney-in-Fact)

Attest:

(Surety may substitute a similar statement subject to the OWNER'S approval.)

NON-COLLUSION AFFIDAVIT

TOWNSHIP OF CLARK

COUNTY OF _____

I, _____ of the (Borough, City, Town, Township) of _____

_____ in the County of _____

and the State of _____ of full age, being duly sworn according to law on

my oath depose and say that:

I am _____ of the firm of _____

The Bidder making the Proposal for the above named Project, and that I executed the said Proposal with full authority so to do; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Clark relies upon the truth of the statements contained in this affidavit in awarding the Contract for the said Project.

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

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

(Also type or print name of
Affiant under signature)

Subscribed and sworn to

before me this _____

day of _____, 20 _____

Notary Public of _____

My commission expires _____

DISCLOSURE STATEMENT

(P.L. 1977, Chapter 33)

The following statement is a list of all stockholders in this corporation or partners in this partnership with 10% or greater interest therein, as the case may be.

BID ITEM: _____

NAME OF CORPORATION
OR PARTNERSHIP: _____

DATE OF BID: _____

<u>NAME</u>	<u>ADDRESS</u>	No. OF STOCK OR % OF INTEREST IN <u>PARTNERSHIP</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Statement Supplement Permitted if Needed)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF _____

COUNTY OF _____

BE IT REMEMBERED, THAT ON THIS _____ day of _____

in the year TWO THOUSAND AND _____ before me, the

subscriber, a Notary Public of the State of _____

personally appeared _____

who, being by me duly sworn, on h _____ oath, did depose and make proof to my

satisfaction that _____ is the Secretary or

Assistant Secretary to _____, the Corporation

named in the within that _____ is President of said corporation that the execution, as well as the making of this instrument has been duly authorized by a proper resolution of the Board of Directors of said Corporation deponent well knows the corporation seal of said Corporation; and the seal affixed to said instrument is such corporation seal and was thereto affixed and said instrument signed and delivered by said President, as and for h _____ voluntary act and deed and as and for the voluntary act and deed of said Corporation in presence of deponent who thereupon subscribed h _____ name thereto as witness.

Sworn to and subscribed before me

this _____ day of _____, 20 _____

(Signature)
Secretary or Asst. Secretary

SEAL

Notary Public of _____
My commission expires _____

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20_____

before me personally came _____

to me known and known to me to be one of the members of the Firm of _____

described in and who executed the foregoing instrument, and he acknowledged to me
that he executed the same as and for the act and deed of said Firm.

Sworn to and subscribed before me

this _____ day of _____, 20_____

SEAL

Notary Public of _____

My commission expires _____

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20_____

before me personally came _____

to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that ___executed the same, as and for h___ voluntary act and deed.

Sworn to and subscribed before me

this _____ day of _____, 20_____

SEAL

Notary Public of _____

My commission expires _____

TOWNSHIP OF CLARK

AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF UNION

I, _____, of the (Borough, City, Town, Township) of _____,

In the County of _____, State of _____,

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

1. I am (President, Partner, Owner) of the firm of _____.
A Bidder making a Proposal upon the Project entitled _____.
2. I am familiar with the Affirmative Action requirement of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
3. The firm has complied with all the Affirmative Action requirements of the State of New Jersey, including those required by N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
4. I am aware that if the firm does not comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of Union, Township of Clark, until an Affirmative Action Plan is approved. I am also aware that the Contract may be terminated and the firm may be debarred from all public contracts for a period of up to five (5) years.
5. I am aware that this affidavit does not fulfill the Affirmative Action requirements of the State of New Jersey and that further action on my part is necessary as provided in section C-58 of the corresponding Specification.

Sworn and subscribed

before me this _____

day of _____, 20_____

Seal-Notary Public of NJ

My commission expires _____

Signature of Authorized Representative

Name and Title

Firm's Address

CONTRACTOR'S EXPERIENCE STATEMENT

The Bidder is requested to state below what work of a similar character to that included in the proposed Contract he has done, and give references that will enable the **OWNER** to judge his experience, skill, and business standing. **BIDDERS** and proposed Subcontractors may be required to submit additional information regarding their respective financial condition prior to the award of the Contract

DATE PROJECT COMPLETED	LOCATION	OWNER	CONTRACT AMOUNT
------------------------	----------	-------	-----------------

[illegible]

NOTE: USE ADDITIONAL SHEETS IF NECESSARY

EQUIPMENT LIST

The Contractor shall list below all equipment, owned or leased by him, that is available for use in connection with the attached Bid Proposal.

[illegible]

DATE: _____

SUBCONTRACTOR LIST

The Contractor shall list below all Subcontractors that will be working on this Project. Business Registration, New Jersey Public Works Contractor Certification and proof of insurance must be submitted prior to award of Contract.

A **Valid Business Registration** issued by the State of New Jersey is to be provided prior to the Award of Contract. The Business Registration Certificate must be obtained by the Subcontractor prior to the receipt of Bids, however, a Business Registration Certificate is not required in the submission of the Proposal forms for this Contract.

The Contractor will not be allowed to subcontract more the 49% of the value of the work on this job.

<u>Name of Subcontractor</u>	<u>Address/Telephone #</u>	<u>Work to be performed</u>

DATE:_____

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____

Bidder/Offoror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person 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's 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 the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). 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 the 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 activities 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.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offoror _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offoror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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 State of New Jersey 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 State to notify the State 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____

DPP Standard Forms Packet 11/2013

NOTICE REGARDING N.J.S.A. 52:32-60.1

Entities Engaged in Prohibited Activities in Russia and Belarus
Updated January 22, 2024

N.J.S.A. 52:32-60.1 requires the Department of the Treasury (Treasury) to establish a list of persons and entities engaging in prohibited activities in Russia or Belarus. The law prohibits the State from (1) entering into or renewing contracts; (2) approving or renewing Public Works Contractor Registrations; (3) approving economic development subsidies; (4) providing tax clearance certificates; and (5) certifying urban renewal entities for the purposes of the “Long Term Tax Exemption Law” with a person or entity identified on the list.

On December 22, 2023, a company obtained a permanent injunction from the United States District Court for the District of New Jersey, which enjoins the State from enforcing N.J.S.A. 52:32-60.1 against that company on the ground that such enforcement would conflict with the existing federal sanctions regime and thus violate the U.S. Constitution’s Supremacy Clause.

N.J.S.A. 52:32-60.4 provides that N.J.S.A. 52:32-60.1 “shall not apply in circumstances when their application would violate federal law.” Accordingly, to enforce N.J.S.A. 52:32-60.1 in a manner consistent with the District Court’s decision and federal law, Treasury deems its list of persons and entities engaging in prohibited activities in Russia or Belarus to consist of all persons and entities appearing on the list of Specially Designated Nationals and Blocked Persons promulgated by the Office of Foreign Assets Control (OFAC) on account of activity relating to Russia or Belarus. A searchable database of OFAC-listed persons and entities is available here: <https://sanctionssearch.ofac.treas.gov/>.

State agencies shall ensure that they review the OFAC Specially Designated Nationals and Blocked Persons list prior to (1) entering into or renewing contracts; (2) approving or renewing Public Works Contractor Registrations; (3) approving economic development subsidies; (4) providing tax clearance certificates; and (5) certifying urban renewal entities for the purposes of the “Long Term Tax Exemption Law” with any vendor.

Treasury is publishing a revised *Certification of Non-Involvement In Prohibited Activities in Russia or Belarus* form in light of the District Court’s decision. Vendors are required to complete and submit the revised *Certification of Non-Involvement In Prohibited Activities in Russia or Belarus* to the State agency when (1) entering into or renewing contracts; (2) seeking a Public Works Contractor Registration; (3) seeking an economic development subsidy; (4) seeking a tax clearance certificate; or (5) seeking a “Long Term Tax Exemption Law” as an urban renewal entities.

CHAPTER 3
CORRECTED COPY

AN ACT prohibiting government dealings with businesses associated with Belarus or Russia, supplementing Title 52 of the New Jersey Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

C.52:32-60.1 List identifying entities that engage in prohibited activities in Russia, Belarus developed, maintained.

1. a. A person that is identified on a list created pursuant to subsection b. of this section as a person that has been determined to engage in prohibited activities in Russia or Belarus shall be ineligible to and shall not:

- (1) enter into or renew a contract with a State agency for the provision of goods or services or the purchase of bonds or other obligations;
- (2) file or renew a Public Works Contractor Registration with the Department of Labor and Workforce Development;
- (3) be approved for or continue to receive an economic development subsidy from the Economic Development Authority in but not of the Department of the Treasury, be awarded a municipal property tax abatement, or make or enter into a payment in lieu of property tax agreement;
- (4) apply for or receive a tax clearance certificate from the Director of the Division of Taxation in the Department of the Treasury;
- (5) be certified by the Department of Community Affairs as an urban renewal entity for purposes of the "Long Term Tax Exemption Law," P.L.1991, c.431 (C.40A:20-1 et seq.); and (6) be designated as a redeveloper by a public agency for the purpose of planning, replanning, construction, or undertaking of any project or redevelopment work in accordance with the "Local Redevelopment and Housing Law," P.L.1992, c.79 (C.40A:12A-1 et seq.).

b. Immediately upon the effective date of this section, the Department of the Treasury shall, using credible information available to the public, begin developing a list of persons it determines engage in prohibited activities in Russia or Belarus. The department is authorized to consult an independent research firm that specializes in global security risk for portfolio determinations, as selected by the State Treasurer, to develop the list. The department shall update the list on a rolling basis. Beginning after the 91st day next following the date of enactment of this section, the department shall be required to update the list at least every six months. Before including a person or entity on the initial list or an updated list, the department shall:

- (1) provide notice of its intent to include the person on the list. The notice shall inform the person that inclusion on the list would make the person ineligible to engage in any of the enumerated activities specified by subsection a. of this section; and
- (2) provide a person with an opportunity to comment in writing that the person is not engaged in prohibited activities in Russia or Belarus. If the person demonstrates to the department that the person is not engaged in prohibited activities in Russia or Belarus, the person or entity shall not be included on the list.

c. A State agency or local unit, as applicable, shall require a person seeking to engage in any of the enumerated activities specified by subsection a. of this section to certify, before the contract is awarded, renewed, amended, or extended, or before applying for certification as an urban renewal entity or designation as a redeveloper that the person is not identified on a list created pursuant to this section as a person engaging in prohibited activities in Russia or Belarus. The certification required shall be executed on behalf of the applicable person by an authorized officer or representative of the person. If a person is unable to make the certification required because the person or one of the person's parents, subsidiaries, or affiliates has engaged in prohibited activity in Russia or Belarus, the person shall provide to the State agency or local unit of government concerned, prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury. The certifications provided under this section and disclosures provided under this section shall be disclosed to the public.

d. (1) If the department determines, using credible information available to the public and after providing notice and an opportunity to comment in writing for the person to demonstrate that it is not engaged in prohibited activities in

Russia or Belarus, that the person or entity has submitted a false certification pursuant to this section, and the person fails to demonstrate to the department that the person has ceased its engagement in the prohibited activities in Russia or Belarus within 90 days after the determination of a false certification, the following shall apply:

(a) pursuant to an action under paragraph (2) of this subsection, a civil penalty in an amount that is equal to the greater of \$1,000,000 or twice the amount of the bid or application listed in subsection a. of this section for which the false certification was made.

(b) termination of an existing contract, registration, economic development subsidy, tax abatement, payment in lieu of property tax agreement, certification, or designation as deemed appropriate by the issuing agency or the application process for any of the foregoing. (c) ineligibility to engage in any of the enumerated activities specified by subsection a. of this section for a period of three years from the date of the determination that the person submitted the false certification, provided that the person has ceased its engagement in the prohibited activities in Russia or Belarus.

(2) The department shall report to the Attorney General the name of the person that the State agency determines has submitted a false certification under this section, together with its information as to the false certification, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty described in this subsection. Only one civil action against the person to collect the penalty described in this subsection may be brought for a false certification on a bid or application listed in subsection a. of this section. A civil action to collect such penalty shall commence within three years from the date the certification is made.

e. For purposes of this section:

"Economic development subsidy" means the provision of an amount of funds to a recipient with a value of greater than \$25,000 for the purpose of stimulating economic development in New Jersey, including, but not limited to, any investment, bond, grant, loan, loan guarantee, matching fund, tax credit, or other tax expenditure.

"Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

"Person or entity" means any of the following:

(1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial

Institutions Act, 22 U.S.C. 262r(c)(3); or

(3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

"Russia" and "Belarus" mean, respectively, the governments of Russia and Belarus, and include the territories of those nations and any other territory or marine area that are recognized by the United States as part of either country.

"State agency" means any of the principal departments in the Executive Branch of the State government, and any division, board, bureau, office, commission or other instrumentality within or created by such department; the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch; and any independent State authority, commission, instrumentality or agency that is authorized by law to award public contracts. "State agency" shall also include a public research university that is not a State college subject to the provisions of the "State College Contracts Law," P.L.1986, c.43 (C.18A:64-52 et seq.).

C.40A:11-2.2 Local contracting unit, compliance; report of false certification.

2. a. A local contracting unit as defined in and subject to the provisions of the "Local Public Contracts Law," P.L.1971, c.198 (C.40A:11-1 et seq.), shall implement and comply with the provisions of P.L.2022, c.3 (C.52:32-60.1 et al.), except that the contracting unit shall rely on the list developed by the Department of the Treasury pursuant to subsection b. of section 1 of P.L.2022, c.3 (C.52:32-60.1).

b. If the local contracting unit determines that a person has submitted a false certification concerning its engagement in prohibited activities in Russia or Belarus pursuant to section 1 of P.L.2022, c.3 (C.52:32-60.1), the local contracting unit shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney

General shall determine whether to bring a civil action against the person to collect the penalty prescribed in subsection c. of section 1 of P.L.2022, c.3 (C.52:32-60.1).

c. The local contracting unit may also report to the municipal attorney or county counsel, as appropriate, the name of that person, together with its information as to the false certification, and the municipal attorney or county counsel, as appropriate, may determine to bring such civil action against the person to collect such penalty.

C.18A:18A-49.5 Board of education, compliance; report of false certification.

3. a. A board of education as defined in and subject to the provisions of the "Public School Contracts Law," P.L.1977, c.114 (N.J.S.18A:18A-1 et seq.), shall implement and comply with the provisions of P.L.2022, c.3 (C.52:32-60.1 et al.), except that the board shall rely on the list developed by the Department of the Treasury pursuant to subsection b. of section 1 of P.L.2022, c.3 (C.52:32-60.1).

b. If the board determines that a person or entity has submitted a false certification concerning its engagement in prohibited activities in Russia or Belarus pursuant to section 1 of P.L.2022, c.3 (C.52:32-60.1), the board shall report to the New Jersey Attorney General the name of that person, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in subsection c. of section 1 of P.L.2022, c.3 (C.52:32-60.1).

c. The board may also report to the board's attorney the name of that person, together with its information as to the false certification, and the board's attorney may determine to bring such civil action against the person to collect such penalty.

C.18A:64-85.1 State college, compliance; report of false certification.

4. a. A State college as defined in and subject to the provisions of the "State College Contracts Law," P.L.1986, c.43 (C.18A:64-52 et seq.), shall implement and comply with the provisions of P.L.2022, c.3 (C.52:32-60.1 et al.), except that the State college shall rely on the list developed by the Department of the Treasury pursuant to subsection b. of section 1 of P.L.2022, c.3 (C.52:32-60.1).

b. If the State college determines that a person has submitted a false certification concerning its engagement in prohibited activities in Russia or Belarus pursuant to section 1 of P.L.2022, c.3 (C.52:32-60.1), the State college shall report to the New Jersey Attorney General the name of that person, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in subsection c. of section 1 of P.L.2022, c.3 (C.52:32-60.1).

c. The State college may also report to the State college attorney the name of that person, together with its information as to the false certification, and the State college attorney may determine to bring such civil action against the person to collect such penalty.

C.18A:64A-25.44 County college compliance; report of false certification.

5. a. A county college as defined in and subject to the provisions of the "County College Contracts Law," P.L.1982, c.189 (C.18A:64A-25.1 et seq.), shall implement and comply with the provisions of P.L.2022, c.3 (C.52:32-60.1 et al.), except that the county college shall rely on the list developed by the Department of the Treasury pursuant to subsection b. of section 1 of P.L.2022, c.3 (C.52:32-60.1).

b. If the county college determines that a person has submitted a false certification concerning its engagement in prohibited activities in Russia or Belarus pursuant to section 1 of P.L.2022, c.3 (C.52:32-60.1), the county college shall report to the New Jersey Attorney General the name of that person, and the Attorney General shall determine whether to bring a civil action against the person or entity to collect the penalty prescribed in subsection c. of section 1 of P.L.2022, c.3 (C.52:32-60.1).

c. The county college may also report to the county college attorney the name of that person, together with its information as to the false certification, and the county college attorney may determine to bring such civil action against the person to collect such penalty.

C.52:18A-89.16 Assets of pension, any annuity fund under the Division of Investment, Department of Treasury, prohibited from investment in listed entity with certain ties to Russia, Belarus.

6. a. Notwithstanding any provision of law to the contrary, except section 11 of P.L.1950 c.270 (C.52:18A-89), as amended, no assets of any pension or annuity fund under the jurisdiction of the Division of Investment in the Department of the Treasury, or its successor, shall be invested directly in a company included in the

Department of the Treasury's list created pursuant to subsection b. of section 1 of P.L.2022, c.3 (C.52:32-60.1) for engaging in prohibited activities in Russia or Belarus.

b. The State Investment Council and the Director of the Division of Investment shall take appropriate action to sell, redeem, divest, or withdraw any investment held in violation of subsection a. of this section. Any appropriate action to sell, redeem, divest, or withdraw any investment shall be completed not later than one year following the date that such investment is identified as being in violation of subsection a. of this section, provided that if such sale, redemption, divestment, or withdrawal within such one-year period would be premature or otherwise imprudent and inconsistent with the requirements of section 11 of P.L.1950 c.270 (C.52:18A-89), as amended, such sale, redemption, divestment, or withdrawal shall be completed as soon thereafter as such requirements are met.

c. Within 90 days after the effective date of P.L.2022, c.3 (C.52:32-60.1 et al.), the Director of the Division of Investment shall file with the Legislature, pursuant to section 2 of P.L.1991, c.164 (C.52:14-19.1), a report of all investments held as of the effective date that are in violation of subsection a. of this section.

d. State Investment Council members, jointly and individually, and State officers and employees involved therewith, shall be indemnified and held harmless by the State of New Jersey from all claims, demands, suits, actions, damages, judgments, costs, charges, and expenses, including court costs and attorney's fees, and against all liability, losses, and damages of any nature whatsoever that these State Investment Council members, and State officers and employees, shall or may at any time sustain by reason of any decision to restrict, reduce, or eliminate investments pursuant to this act.

C.52:32-60.2 Prohibiting certain State entities from engaging in certain economic activities with Russia, Belarus.

7. A State agency, local contracting unit, board of education, State college, or county college shall not bank with, have or hold stock, debt, or other equity investments of, or maintain insurance coverage through a policy issued by a financial institution that is included in the Department of the Treasury's list created pursuant to subsection b. of section 1 of P.L.2022, c.3 (C.52:32-60.1) for engaging in prohibited activities in Russia or Belarus.

C.52:32-60.3 Rules, regulations.

8. Notwithstanding the provisions of the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.), to the contrary, the State Treasurer may adopt immediately upon filing with the Office of Administrative Law such rules and regulations as the State Treasurer determines to be necessary to effectuate the purposes of P.L.2022, c.3 (C.52:32-60.1 et al.), which rules and regulation shall be effective for a period not exceeding 360 days following the effective date of P.L.2022, c.3 (C.52:32-60.1 et al.) and may thereafter be amended, adopted, or readopted by the State Treasurer in accordance with the requirements of P.L.1968, c.410 (C.52:14B-1 et seq.).

C.52:32-60.4 Severability.

9. The provisions of sections 1 through 8 of P.L.2022, c.3 (C.52:32-60.1, C.40A:11-2.2, C.18A:18A-49.5, C.18A:64-85.1, C.18A:64A-25.44, C.52:18A-89.16, C.52:32-60.2, and C.52:32-60.3) shall not apply in circumstances when their application would violate federal law or regulation or be inconsistent with the terms and conditions of federal funding.

10. This act shall take effect immediately and shall expire upon the revocation of federal sanctions contained in Executive Order 14024.

Approved March 9, 2022.



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☐ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

¹ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

NJ Rev. 1.22.2024

BID DOCUMENT SUBMISSION CHECKLIST

TOWNSHIP OF CLARK

BARTELL PARK PARKING IMPROVEMENTS

**A. Failure to submit the following documents shall be a cause for the Bid to be rejected.
(N.J.S.A. 40A:11-23.2)**

Required With Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted With Bid (Bidder's initials)
☒	A bid guarantee as required by N.J. S.A. 40A 11-21	
☒	A certificate from a surety company, pursuant to N.J.S.A. 40A 11-22	
☒	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2	
☒	A listing of subcontractors	
☒	If applicable, Bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	

**B. Failure to submit the following documents may be a cause for the Bid to be rejected.
(N.J.S.A. 40A: 1 1-23.1b.)**

Required With Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted With Bid (Bidder's initials)	Required With Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted With Bid (Bidder's initials)
	A Certified Financial statement prepared within the last twelve months		☒	Consent of surety as to maintenance bond as required by N.J.S.A. 40A:11-16.3b	
☒	Consent of Surety as to a Labor and Material Payment Bond		☒	Submission of a Non-Collusion Affidavit (this form must be Notarized)	
	Statement of compliance with N.J.S.A. 45:1 4C-2(h) (licensed master plumber)		☒	Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment	
☒	Public works Contractor Registration Certificate(s) from the NJDOL for Contractor and Listed subcontractors pursuant to N.J.S.A. 34:11-56.48				

C. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder _____

By Authorized Representative: _____

Signature: _____

Print Name and Title: _____

Date: _____

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

TOWNSHIP OF CLARK

BARTELL PARK PARKING IMPROVEMENTS

Pursuant to N.J.S.A. 40A: 11-23. 1a, the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the Bid Advertisement, Specifications or Bid Documents. By indicating date of receipt, Bidder acknowledges the submitted Bid takes into account the provisions of the Notice, Revision or Addendum. Note that the local unit's record of notice to Bidders shall take precedence and that failure to include provisions of changes in a Bid Proposal may be subject for rejection of the Bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (Mail, Fax, Picked Up)	Date Received

Acknowledgment by Bidder:

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

BUSINESS REGISTRATION CERTIFICATE
(Township Requirement)

P.L. 2009 c315, requires that, effective January 18, 2010, a contracting agency must receive proof of the Bidder's registration prior to the Award of Contract. The Business Registration Certificate must be obtained by the Bidder prior to the receipt of Bids, however, a Business Registration Certificate is not required in the submission of the Proposal forms for this Contract.

If Subcontractors are named on the Bid, proof of the business registration for each must be provided prior to the Award of Contract. The Business Registration Certificate must be obtained by the Subcontractor prior to the receipt of Bids, however, a Business Registration Certificate is not required in the submission of the Proposal forms for this Contract. Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TRADE NAME:
CLIENT REGISTRATION

TAXPAYER IDENTIFICATION#:
970-097-382/500

SEQUENCE NUMBER:
0107330

ADDRESS:
**847 ROEBLING AVE
TRENTON NJ 08611**

ISSUANCE DATE:
07/14/04

EFFECTIVE DATE:
01/01/01

FORM-BRC(08-01)

Acting Director
[Signature]

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**ATTACH
BUSINESS REGISTRATION
CERTIFICATE HERE**

H. APPENDIX

(REVISED 4/10)

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****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 with-out regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gen-der identity or expression, disability, nationality or sex.

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

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

EXHIBIT B (Cont)

seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

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

(1) To notify the public agency compliance officer, the 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) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the 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.

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

EXHIBIT B (Cont)

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the 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 targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. 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).**

