

**CENTER STATE
ENGINEERING**

481 Spotswood Englishtown Road, Monroe Township, New Jersey 08831
T 732.605.9440 F 732.605.9444

Township of Monroe
County of Middlesex, New Jersey

Specifications and Contract Documents

**Costco Drive Roadway Improvements -
NJDOT Freight Impact Fund - FY 2019
Monroe Township**

March 2022

Honorable Stephen Dalina, Mayor

Township Council

Miriam Cohen, Council President

Terence Van Dzura, Council Vice President

Charles Dipierro, Councilman

Elizabeth Schneider, Councilwoman

Rupa Siegel, Councilwoman

Alan Weinberg, Business Administrator

Patricia Reid, RMC, Township Clerk

Mark J. Rasimowicz, PE, PP, CME, Township Engineer

Louis Rainone, Esq., Township Attorney

Prepared By:



Mark J. Rasimowicz, PE, PP, CME
Township Engineer
N. J. License No. GE42487

LEGAL NOTICE

TOWNSHIP OF MONROE - LEGAL NOTICE

Sealed bids will be received by the Township Clerk of the Township of Monroe for:

Costco Drive Roadway Improvements - NJDOT Freight Impact Fund - FY 2019

Sealed bids will be opened and read in public for consideration by the Township of Monroe at the Municipal Complex on Perrineville Road on **Thursday, April 28th, 2022 at 10:00 am** prevailing time. All sealed bids will be accepted in the Office of the Township Clerk, Room 107, prior to the time of the Bid Opening when called by the Township Clerk.

Instructions to Bidders, Specifications, and the Proposal Form may be examined and/or secured by prospective bidders between 9 AM and 4 PM, prevailing time, at the Office of the Township Engineer c/o Center State Engineering at 481 Spotswood-Englishtown Rd, Monroe Township, NJ. Documents may be secured electronically upon request by email to Bids@CenterStateEngineering.com until forty-eight (48) hours prior to the time set for the opening of the Bids.

Each proposal must be accompanied by a Surety's Consent and a Certified Check, Cashier's Check or Bid Bond at the Bidder's discretion for not less than ten percent (10%) of the amount of the bid, payable to the Township of Monroe, New Jersey except that the amount of the check shall not exceed \$20,000. The same Surety shall be bound to furnish Performance Bonds that hereinafter may be required.

The successful Bidder will be required to furnish, within ten (10) days after the award, a Surety's Corporation Performance Bond equal to one hundred percent (100%) of the Contract Price, such Surety Company to be acceptable to the Township of Monroe and authorized to do business in the State of New Jersey.

This work is subject to the provisions of the New Jersey Prevailing Wage Act.

All bidders on this contract for public work will be required to name all subcontractors at the time the bid is made. At the time of bid opening, contractors shall submit to the public entity the Certificates of Registration and a valid Public Works Contractor Registration for themselves and all subcontractors listed in the bid proposal. No contractor or subcontractor shall engage in the performance of public work subject to this contract unless the contractor and all subcontractors are registered under the Public Works Contractor Registration Act and hold a valid State of New Jersey Business Registration Certificate. Bids without both valid documents for each contractor and subcontractor will not be considered.

Bids must be made on the Standard Proposal Form provided in the manner designated herein. The Bid must be enclosed in sealed envelopes bearing the name and address of the bidder and labeled:

Costco Drive Roadway Improvements - NJDOT Freight Impact Fund - FY 2019

addressed to the Monroe Township Clerk, Monroe Twp. Municipal Complex, 1 Municipal Plaza, Monroe Township, NJ 08831.

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

The Township reserves the right to reject any or all Bids, to waive any informalities, or to accept the bid which, in its judgment, best serves the interest of the Township.

Bids may be held by the Township for a period of sixty (60) days from the date of the receipt of bids for the purpose of reviewing the bids and investigating the qualifications of the bidders, prior to awarding of the contract.

It is expressly required that the contractor will have the enclosed documents reviewed by an attorney of his own selection. Such legal review will permit the contractor to have a clear evaluation of the legal adequacy and intended requirements of the enclosed material, and also establish any areas whose additional explanation or clarification is required prior to bid submission.

By order of the Mayor and Council of the Township of Monroe, Middlesex County, New Jersey.

Prepared By: MARK J. RASIMOWICZ, PE, PP, CME
MONROE TOWNSHIP ENGINEER
CENTER STATE ENGINEERING
481 Spotswood-Englishtown Road
Monroe Township, NJ 08831
(732) 605-9440

PROPOSAL

TOWNSHIP OF MONROE - PROPOSAL FORM

MONROE TOWNSHIP CLERK
MONROE MUNICIPAL COMPLEX
1 MUNICIPAL PLAZA
MONROE, NEW JERSEY 08831

Costco Drive Roadway Improvements - NJDOT Freight Impact Fund - FY 2019**PROSPECTIVE BIDDERS:**

The undersigned declares:

that they are the only person or persons, company, corporation or partnership interested in this Bid as principal or principals;

that this proposal is made without any connection with any person or persons making bid or proposal for the same purpose;

that this proposal is in all respects fair and without collusion or fraud, and that no officer nor any person in the employ of the said Owner is directly or indirectly interested in this Bid or in the material or work to which it relates or in any portion of the profits thereof;

that they have carefully examined the specifications and has communicated with the Engineer in all cases where there is any question as to the clarity and intent of the specifications;

that they will begin the work and that they will complete the work before the expiration of **SIXTY (60) DAYS** from the date of the Notice to Proceed;

that they will provide all necessary machinery, tools, apparatus, and other means for completion of the project and will furnish all materials necessary to finish the work in accordance with the specifications and in accordance with any instructions which may be given during the work for the following prices, to wit:

TOWNSHIP OF MONROE - PROPOSAL FORM**Costco Drive Roadway Improvements - NJDOT Freight Impact Fund - FY 2019**

ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
1	Inlet Filter, Type 1	SF	216	.01	2.16
2	Portable Variable Message Sign	UNIT	2	.01	.02
3	Drums	UNIT	150	.01	1.50
4	Traffic Cones	UNIT	200	.01	2.00
5	Beakaway Barricade	UNIT	14	.01	.14
6	Construction Signs	SF	392	.01	3.92
7	Traffic Director, Flagger	Hour	200	.01	2.00
8	Traffic Directors, City Police Allowance	Allow.	1	\$70,000.00	\$70,000.00
9	Asphalt Price Adjustment	Dollar	5,000	\$1.00	\$5,000.00
10	Fuel Price Adjustment	Dollar	5,000	\$1.00	\$5,000.00
11	Removal of Pavement, Asphalt	SY	1,480	.01	14.80
12	Removal of Pavement, Concrete	SY	40	.01	0.40
13	I-13, Soil Aggregate, Sub-Base (If & Where Directed)	Ton	100	.01	1.00
14	Dense Graded Aggregate Base Course, 4" Thick	SY	1,480	.01	14.80
15	Milling, 2" Depth	SY	21,995	2.80	61,586.00
16	Hot Mix Asphalt 19M64, Base Course, 4" Thick	Ton	357	100.00	35,700.00
17	Hot Mix Asphalt 9.5M64, Leveling Course (If & Where Directed)	Ton	120	.01	1.20
18	Hot Mix Asphalt 9.5M64, Surface Course, 2" Thick	Ton	2,980	100.00	298,000.00
19	Sealing of Cracks in Hot Mix Asphalt (If & Where Directed)	LF	200	.01	2.00
20	Concrete Surface Course, 4" Thick	SY	40	85.00	3,400.00
21	Reset Casting, Inlet, Using Existing Casting (If & Where Directed)	UNIT	2	300.00	600.00
22	Curb Piece	UNIT	18	350.00	6,300.00
23	Concrete Island, 4" Thick	SY	15	90.00	1,350.00
24	Concrete Curb	LF	670	30.00	20,100.00
25	Beam Guide Rail	LF	241	35.00	8,435.00
26	Beam Guide Rail Anchorage	UNIT	1	4,000.00	4,000.00
27	Tangent Guiderail Terminal	UNIT	1	7,000.00	7,000.00
28	Removal of Beam Guide Rail	LF	270	1.00	270.00
29	Traffic Stripes, Thermoplastic, Yellow, 4" Wide	LF	5,450	0.65	3,542.50
30	Traffic Stripes, Thermoplastic, White, 4" Wide	LF	6,995	0.65	4,546.75
31	Traffic Stripes, Thermoplastic, White, 6" Wide	LF	160	1.00	160.00
32	Traffic Stripes, Thermoplastic, White, 8" Wide	LF	250	1.50	375.00
33	Traffic Stripes, Thermoplastic, White, 24" Wide	LF	80	4.00	320.00
34	Traffic Marking, Thermoplastic, White	UNIT	20	175.00	3,500.00
35	Traffic Marking, Thermoplastic, Yellow	UNIT	50	500.00	25,000.00
36	Reset/Relocate Traffic Sign (If & Where Directed)	UNIT	3	200.00	600.00
37	Project Identification Sign	UNIT	1	900.00	900.00
38	Miscellaneous Concrete (If & Where Directed)	CY	10	.01	.10
39	Reset Water Valve Box	UNIT	4	.01	.04
40	Reset Gas Valve Box (If & Where Directed)	UNIT	3	.01	.03

41	Reset Casting, Manhole, Using New Casting (If & Where Directed)	UNIT	1	500.00	500.00
42	Trimming Existing Tree, over 12" to 18" Diameter (If & Where Directed)	UNIT	2	146.80	293.60 ²⁰²
43	Trimming Existing Tree, over 18" to 24" Diameter (If & Where Directed)	UNIT	2	200.00	400.00
44	Tree Maintenance, Root Pruning (If & Where Directed)	UNIT	2	300.00	600.00
45	Topsoil Spreading, 2" Thick	SY	240	5.00	1,200.00
46	Sodding	SY	240	5.00	1,200.00
47	Stone Mulching, 4" Thick	SY	15	5.00	75.00
BASE BID TOTAL				569,999.96	

TOTAL BID PRICE IN WORDS: Five hundred sixty nine thousand nine hundred ninety nine dollars + ninety six cents

Important Notes:

1. This bid is for the construction of the **Costco Drive Roadway Improvements - NJDOT Freight Impact Fund - FY 2019.**
2. The award of bids will be based on the Total Price; the sum of all bid items, including Alternates.
3. All Items in this proposal form must be bid. If all Items are not bid the bid will be deemed incomplete.
4. In the selection of Items in the Proposal, Owner reserves the right to select all of the Items, any combination of the Items, or none of the Items - whichever Owner determines to be in the best interests of Owner.
5. This proposal form shall not be edited, marked, appended, or likewise altered by the bidder. All such markings will be disregarded in the consideration of the bids.
6. The Bid Bond and Surety's Statement shall be based upon the Total of the bid.
7. Bidder acknowledges receipt of the Addenda listed below and further acknowledges that the provisions of each Addendum have been included in the preparation of his Bid.

Addendum No.

Date Received

N/A

Communications concerning this Bid shall be addressed to the Bidder at the following address:

Bidder Name

S & C Paving, Inc.

224C Forsgate Drive

Address **Jamesburg, NJ 08831**

Address

City

State

Zip

732-521-1936

Bidder Telephone

Nicole@sqpawing.net

Bidder Email

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, the Bidder will execute the formal Contract attached within ten (10) days and deliver a Performance Bond or Bonds as required in the Specifications.

See Attached

The bid security attached in the sum of

\$ _____ (US Dollars)

is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted,

NAME OF COMPANY (PRINT OR TYPE)

By:

TITLE

(SEAL - if bid is by a corporation)

BUSINESS ADDRESS

IMPORTANT: This form must be completed by Bidder.

Bid Document Submission Checklist Township of Monroe

This must be completed and submitted with the bid. If this checklist is NOT completed or submitted with the bid, the bid as submitted will be considered unresponsive and shall not be considered by Monroe Township.

	Required to be Submitted	Initialed by Contractor
1) Bid Guarantee as required by N.J.S.A. 40A: 11-21	YES	<u>[Signature]</u>
2) Surety Company Certificate Pursuant to N.J.S.A. 40A: 11	YES	<u>[Signature]</u>
3) Corporate Ownership Statement Pursuant to N.J.S.A. 52:25-24.2	YES	<u>[Signature]</u>
4) List of Subcontractors As required by N.J.S.A. 40A: 11-16 Including: a) Plumbing and gas fitting, and all kindred work. b) Steam and hot water heating and ventilating apparatus, steam power plants and kindred work. c) Electrical Work d) Structural Steel and Ornamental iron works.	YES	<u>[Signature]</u>
5) Certificate of Non-Segregated Facilities		<u>[Signature]</u>
6) Statement of Bidder Qualifications	YES	<u>[Signature]</u>
7) Non-Collusion Affidavit	YES	<u>[Signature]</u>
8) Public Works Certificate For primary contractors and all sub-contractors	YES	<u>[Signature]</u>
9) State of NJ Business Registration Certificate For primary contractors and all sub-contractors	YES	<u>[Signature]</u>
10) Acknowledgement of Revision of Addenda		<u>[Signature]</u>
11) Prime Contractor Experience Statement	YES	<u>[Signature]</u>
12) Site Visitation Statement	YES	<u>[Signature]</u>
13) Resolution of Authorization, if Corporation	YES	<u>[Signature]</u>
14) Completed and signed proposal pages	YES	<u>[Signature]</u>
15) Equipment Certification	YES	<u>[Signature]</u>
16) Reportable Contribution Statement	YES	<u>[Signature]</u>
17) Affidavit of Bidder regarding the State of New Jersey's list of Disbarred, Suspended or Disqualified Vendors.	YES	<u>[Signature]</u>
18) Disclosure of Investment Activities in Iran		<u>[Signature]</u>

Corporate Name

Name

Title

Signature

Date

Corporate Seal

IMPORTANT: This form must be completed by Bidder.

I. SUBMISSIONS OF BIDS

A. Township of Monroe, Middlesex County, New Jersey (hereinafter after referred to as "OWNER") invites sealed bids pursuant to the Notice of Bidders.

B. Sealed Bids will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.

C. The bid proposal form shall be submitted, in a sealed envelope: (1) addressed to the OWNER, (2) bearing the name and the address of the bidder written on the face of the envelope, and (3) clearly marked "Bid" with the contract title and/or bid # being bid.

D. It is the bidder's responsibility to see that bids are presented to the OWNER at the time and at the place designated. Bids may be hand delivered or mailed; however, the OWNER disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.

E. Sealed bids forwarded to the OWNER before the time of the opening bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.

F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the OWNER. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person responsible for signing the bid.

G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:

- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
- Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Bids by sole-proprietorship shall be signed by the proprietor, when requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Bidders must insert prices for furnishing all of the material and/or labor required by the specifications. Prices shall be net, including any charges for packing, crating, containers, etc. **All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the OWNER.** As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

I. The vendor shall guarantee any or all material and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

II. BID SECURITY

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

XXX A. BID GUARANTEE

Bidder shall submit with the laid bid a certified check, cashier's check or bid bond in the amount of **10% of the bid amount, not to exceed \$20,000**, payable unconditionally to the OWNER. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the OWNER. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed

by law. The check or bond of the bidder to whom the contract shall be retained until a contract is executed and, if applicable the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A: 40A: 11-21.

Failure to submit this shall be cause for rejection of the bid.

XXX B. CONSENT OF SURETY

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

Failure to submit this shall be cause for rejection of the bid.

XXX C. PERFORMANCE BOND

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

Failure to submit this shall be cause for rejection of the bid.

XXX D. LABOR AND MATERIAL (PAYMENT BOND)

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

Failure to labor and material bond with the performance bond shall be cause for rejecting of bid.

XXX E. MAINTENANCE BOND

Successful bidder shall upon acceptance of the work submit a maintenance bond in the amount as calculated as per section GC 35 guaranteeing against defective quality of work or materials for the period of:

XXX 2 Years

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the OWNER.

The surety on such bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5.

III. Interpretation and Addenda

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the OWNER. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent in accordance with the schedule listed in the Notice to Bidders. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40 A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the OWNER'S representative stipulated in the

specification. In order to be given consideration, written requests for interpretation must be received in accordance with the schedule listed in the Notice to Bidders.

All interpretations, clarifications and any supplemental instruction will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The OWNER'S interpretations or corrections thereof shall be final.

When issuing addenda, the OWNER shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended total, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.

B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or preformed.

C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.

D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement and the owner will be held harmless from any damages resulting from such infringement.

E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

G. Where ever practical and economical to the OWNER, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

V. INSURANCE & INDEMNIFICATION

A. Insurance Requirements (UNLESS OTHERWISE STIPULATED IN TECHNICAL REQUIREMENTS)

1. Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable stature. Minimum Employer's Liability \$100,000/ \$300,000.

2. General Liability Insurance

This insurance shall have limits of not less than \$1,000,000 any one person and \$1,000,000 and one accident for bodily injury and \$2,000,000 aggregate for property damage, and shall be maintained in force during the life of this contract by the bidder. The policy shall include Bidder's Protective Liability Insurance (also known as Contingent Liability Insurance) with the same limits. Product Liability Coverage shall be included.

3. Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$100,000 any one person and \$300,000 any one accident for bodily injury and \$300,000 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

4. Indemnification

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

5. Other Forms of Insurance Required

The bidder shall submit a certificate from the bidder's general liability insurance carrier, to include the Township of Monroe, its officials, agents and employees as additional insureds.

VI. PREPARATION OF BIDS

A. The Owner is exempt from any local, state or federal sales use or excise tax.

B. Estimated Quantities

The OWNER has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to **N.J.A.C. 5:34-4.9. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**

C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price agreement.

VII. STATUTORY AND OTHER REQUIREMENTS

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action regulations of **N.J.S.A. 10:5-31 and N.J.A.C 17:27 et seq.**

1. Goods and Services (including professional services) Contracts

All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter), or
- ii. A photocopy of their approved Certification of Employee Information report, or
- iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-30)

2. Construction Contracts

All successful contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201 – available upon request for the State's Affirmative Action Office) for any contract awarded that meets or exceeds the bidding threshold.

3. Americans with Disabilities Act of 1990

B. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any 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 in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal. Failure to submit a stockholder disclosure document shall result in rejection of bid.

C. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Department of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

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

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

If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.

D. NEW JERSEY AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq., and N.J.A.C. 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) – hazardous substance fact sheet – must be furnished.

XXX E. PREVAILING WAGE ACT

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

Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lssse/lspubcon.html

XXX F. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.85 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-contractors shall be registered prior to starting work on the project. It is the general contractors' responsibility that all non-listed and sub-contractors at any tier have their certificate prior to starting work on the job.

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

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

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

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

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

XXX G. NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

VIII. METHODS OF AWARD

A. This contract shall be for this project a specified period of time for completion of **SIXTY (60) DAYS** following the notice to proceed.

B. The OWNER may award the work on the basis of Base Bid, combined with such Alternates as selected, until a net amount is reached which is within the funds available.

C. If the award is to be made on the basis of a Base Bid only, it will be made to that responsible bidder whose Base Bid therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Bid with Options, it will be made to that responsible bidder whose net bid on such combination is the lowest.

D. The OWNER may also elect to award the work on the basis of the line items or unit prices, whichever results in the lowest total amount.

E. Assignability

The successful bidder will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the OWNER.

IX. REJECTION OF BIDS

A. Availability of Funds

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

B. Multiple Bids Not Allowed

More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

C. Unbalanced Bids

Bids which are obviously unbalanced may be rejected.

D. Unsatisfactory Past Performance

Bids received from bidders who have previously failed to complete contracts within the time scheduled therefor, or who have performed prior work for the OWNER in an unacceptable manner, may be rejected.

E. Failure to Enter Contract

Should the bidder, to whom the contract is awarded, fail to enter into a contract, the OWNER may then, at its option, accept the bid of the next lowest responsible bidder.

IX. TERMINATION OF CONTRACT

A. If, through any cause, the successful bidder shall fail in a timely and proper manner to fulfill their obligations under this contract or if the contractor shall violate any of the requirements of this contract, the OWNER shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the OWNER of any obligation for balances to the contractor of any sum or sums set forth in the contract.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the contractor and the OWNER may withhold any payments to the contractor for the purpose of set off until such time as the exact amount of the damage due to the OWNER from contractor is determined.

C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers for payment for work performed or goods supplied arising out of the lawful termination of the contract by the OWNER under this provision.

D. In case of default by the successful bidder, the OWNER may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

E. Continuation of the terms of this contract beyond the fiscal year is contingent of availability of funds in the following year's budget. In the event of the unavailability of such funds, the OWNER reserves the right to cancel this contract.

FORMS AND DOCUMENTATION

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. 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, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the consistent with the targeted employment goal prescribed by **N.J.A.C. 17:27-7.3**; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with **N.J.A.C. 17:27-7.3**. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to 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 procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

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

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

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

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

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

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

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

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

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

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

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

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall

send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the 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 as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

AMERICANS WITH DISABILITIES

Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.) which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made part of this contract. In providing and aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action, or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure violation of the ADA which has been brought pursuant of its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder? **S & G Paving, Inc.**
2. Permanent main office address? **224C Forsgate Drive
Jamesburg, NJ 08831**
3. When organized? **1993**
4. If a corporation, when incorporated? **March 1993**
5. How many years have you been engaged in work under your present firm or trade name? **29**
6. Contracts on hand: (Schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion)
Lakewood Township - \$1,200,000.00 - ongoing / Timber Ponds - \$1,086,000.00 (S. Brunswick) May 2022
7. General character of work performed by you?
Paving + Flatwork
8. Have you ever failed to complete any work awarded to you? If so, where and why?
NO
9. Have you ever defaulted on a contract? If so, where and why?
NO
10. List the more important contracts and/or municipal contracts recently completed by you, stating approximate gross cost for each and the month and year completed.
See Attached
11. List your major equipment available (as applicable to this Contract).
See Attached
12. Experience in similar municipal contracts in importance to this Contract.
See # 6
13. Background and experience of the principal members of your organization including all officers.
29 years in business. Joao over 30 years in the industry + Miguel
14. Give bank reference.
Over 20 years.
15. Will you, upon request, fill out the detailed financial statement and furnish any other information that may be required by the Construction Manager?
Yes

IMPORTANT: This form must be completed by Bidder.

SAMPLE LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENT:

That we (1) _____ and
 (2) _____ hereinafter called "Principal"
 and (3) _____ of
 _____, State of _____

hereinafter called the "Surety" are held and firmly bound unto the Township of Monroe.
 Middlesex County, New Jersey, hereinafter called "Owner" in the penal sum of

_____ US Dollars (\$ _____) in lawful money of the United States, for the
 payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators and
 successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain
 Contract with the Owner, dated the _____ day of _____, 20 ____, a copy of which is hereto attached
 and made a part hereof for the purchase of:

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
 undertakings, covenants, terms, conditions, and agreements which may be granted by the Owner, and any
 maintenance or guaranty period specified therein and any extensions thereof which may be granted by the
 Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such
 contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may
 suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the
 Owner may incur in making good any default, then this obligation shall be void, otherwise to remain in full force
 and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no
 change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed
 thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond,
 and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the
 Contract or to the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge
 the right of any beneficiary hereunder whose claims may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of
 which shall be deemed an original, this _____ day of _____, 20 _____.

ATTEST:

PRINCIPAL

(PRINCIPAL'S SECRETARY)

ADDRESS

By:

WITNESS AS TO PRINCIPAL

ADDRESS

ATTEST:

SURETY

(SURETY'S SECRETARY)

By:

ATTORNEY IN FACT

(SEAL)

ADDRESS

WITNESS AS TO SURETY

ADDRESS

NOTE: Date of Bond must not be prior to date of Contract.

FOOTNOTES: (1) Correct name of Contractor.

(2) A Corporation, a Partnership or an Individual as case may be.

(3) Correct name of Surety.

(4) If Contractor is Partnership, all partners should execute Bond.

SAMPLE PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT:

That we (1) _____

and (2) _____ hereinafter called

"Principal" and (3) _____

of _____, State of _____ hereinafter called the
"Surety" are held and firmly bound unto the Township of Monroe, Middlesex County, New Jersey, hereinafter
called "Owner" in the penal sum of

_____ US Dollars (\$ _____) in lawful money of the United States, for the
payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators and
successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain
Contract with the Owner, dated the _____ day of _____, 20 _____, a copy of which is hereto attached
and made a part hereof for the purchase of

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements which may be granted by the Owner, and any
maintenance or guaranty period specified therein and any extensions thereof which may be granted by the
Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such
contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may
suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the
Owner may incur in making good any default, then this obligation shall be void, otherwise to remain in full force
and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed
thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond,
and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the
Contract or to the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge
the right of any beneficiary hereunder whose claims may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which

shall be deemed an original, this _____ day of _____, 20 _____.

ATTEST:

PRINCIPAL

(PRINCIPAL'S SECRETARY)

ADDRESS

WITNESS AS TO PRINCIPAL

ADDRESS

ATTEST:

SURETY

(SURETY'S SECRETARY)

ATTORNEY IN FACT

(SEAL)

ADDRESS

WITNESS AS TO SURETY

ADDRESS

NOTE: Date of Bond must not be prior to date of Contract.

FOOTNOTES:

- (1) - Correct name of Contractor.
- (2) - A Corporation, a Partnership or an Individual as case may be.
- (3) - Correct name of Surety. If Contractor is Partnership, all partners should execute Bond.

U.S. ENVIRONMENTAL PROTECTION AGENCY**CERTIFICATION OF NONSEGREGATED FACILITIES**

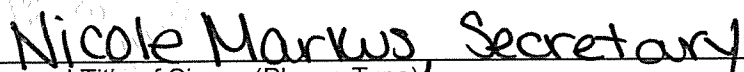
(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause).

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, their term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for the employees which are segregated by explicitly directive or are in fact segregated on the basis of race, creed color or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.



Signature

Date 4/27/22



Name and Title of Signer (Please Type)

NOTE: The Penalty for making false statements in offers is prescribed in 18 U.S.C. 1001 (EPA, Region II, 2/24/75)

IMPORTANT: This form must be completed by Bidder.

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

This Statement Shall Be Included with
All Bid and Proposal Submissions

Name of Business: S & G Paving, Inc.
Address of Business: 224C Forsgate Drive
Jamesburg, NJ 08831
Name of person completing this form: Nicole Markwy

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

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

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

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

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

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

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

Part I

Check the box that represents the type of business organization:

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

Part II

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

OR

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

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

Name: Miguel Seixeiro
Address: 7 Pheasant Ln.,
Monroe, NJ 08831

Name: Joao Seixeiro
Address: 7 Pheasant Ln.,
Monroe, NJ 08831

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

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

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

OR

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

N/A

AND

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

N/A

Subscribed and sworn before me this 27 day of April, 2022.

(Notary Public)

Angela Andre

My Commission expires: Angela S Andre
Notary Public, New Jersey
My Commission Expires 3-11-25

Nicole Markus
(Affiant)

Nicole Markus, Secretary
(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

IMPORTANT: All Pages of this form must be completed by Bidder.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Middlesex

ss:

I, Nicole Markus residing in Borough of Helmetta
(name of affiant) (name of municipality)
in the County of Middlesex and State of New Jersey of full age, being duly sworn
according to law on my oath depose and say that:

I am Secretary of the firm of S&G Paving, Inc.
(title or position) (name of firm)

the bidder making this proposal that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of fee, 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 Monroe relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscriber and sworn to
before me this day

April 27 20 22

Nicole Markus
(Type or print name of affiant under signature)

Angela Andrie
Notary public of New Jersey
Notary Public, New Jersey
My Commission Expires 3-11-25

My Commission expires 3/11/25 -20



IMPORTANT: This form must be completed by Bidder.

**BIDDER'S AFFIDAVIT INDICATING THEY ARE NOT DEBARRED, SUSPENDED AND DISQUALIFIED BY
THE STATE OF NEW JERSEY**

**TOWNSHIP OF MONROE
COUNTY OF MIDDLESEX**

I Nicole Markus of the Township/City of Helmetta in the County
Middlesex and the State of New Jersey of full age, being duly sworn
according to law on my oath depose and say that:

I am Secretary, an officer of the firm of Proposal for the above named work, and
that I executed the said Proposal with full authority to do so; that said bidder at the time of making of this bid is
not included on the State of New Jersey, Department of the Treasury, Division of Property Management &
Construction List of Debarred, Suspended and Disqualified bidders and that all statements contained in the
Affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the Treasurer's
List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this contract,
including the Guarantee Period, that the Township shall be immediately notified by the signatory of this
Eligibility Affidavit.

The undersigned understands that the firm making the bid as a contractor is subject to debarment, suspension
and/or disqualification in contracting with the State of New Jersey and the Department of Environmental
Protection if the Contractor, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed therein, and as
determined according to applicable law and regulation.

S & G Paving, Inc.

224C Forsgate Drive

Jamesburg, NJ 08831

Name of Contractor (Print or Type)

Nicole Markus
Signature/Title

Nicole Markus, Secretary
(Type or Print Name of Affiant)

Subscribed and Sworn before me this

27 Day of April 2022

Angela Andre
Notary Public

My Commission Expires 3/11/25

Angela S Andre
Notary Public, New Jersey
My Commission Expires 3-11-25

IMPORTANT: This form must be completed by Bidder.

_____ hereby certify that
_____ have performed the following
work within the last three (3) years

S & G Paying, Inc.

S & G Paving, Inc.
224C Forsgate Drive
Jamesburg, NJ 08831

(Bidder)

Michael Markus

(By)

Secretan

1 (Title)

IMPORTANT: *This form must be completed by Bidder.*

See Attached

RESOLUTION OF AUTHORIZATION IF BIDDER IS A CORPORATION

RESOLVED that _____ be authorized to sign and submit the bid proposal of this corporation for this project, and to include in such bid or proposal the certificate as to non-collusion as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury. If awarded the contract (s), said individual is also authorized to sign and execute the Contract Agreement as the act and deed of such corporation.

The foregoing is a true and correct copy of the resolution

adopted by _____

at a meeting of its Board of Directors held on the _____

day of _____, 20 .

SEAL OF CORPORATION

Secretary

****This form must be completed or similar resolution required to be submitted by bidder*

IDENTIFICATION OF CONTRACTOR AND SUBCONTRACTORS

In accordance with the requirements of the State of New Jersey, the bidder shall list the name and address of the contractor or subcontractor that shall be utilized to perform the following categories of work on this project.

<u>CATEGORY</u>	<u>NAME AND ADDRESS</u>	<u>PERCENTAGE OF TOTAL PROJECT</u>
Your Company		98 ^{no} OK %
GENERAL CONTRACTOR ^{striping}	Traffic Lines	2 %
PLUMBER	5100 Asbury Rd. Farmingdale, NJ	
ELECTRICIAN		
STRUCTURAL STEEL		
HVAC		
		100%

LIST OF SUBCONTRACTORS (Required by P.L. 1997, c408 (N.J.S.A. 40A:11-16))

- NAME
- ADDRESS
- TELEPHONE #
- SPECIALIZED SUB PRIME AREA
- SCOPE OF WORK FOR EACH SUBCONTRACTOR IN EACH SPECIALIZED SUB PRIME AREA
- ATTACH PUBLIC WORKS REGISTRATION AND BUSINESS CERTIFICATION FOR EACH SUBCONTRACTOR LISTED

Traffic Lines - Line Striping - 732-919-3100 - 5100 Asbury Rd., Farmingdale, NJ

^{no}OK

IMPORTANT: This form must be completed by Bidder.

SITE VISITATION STATEMENT

I, Nicole Markus
of S & G Paving, Inc.
224C Forsgate Drive
Jamesburg, NJ 08831

the Bidder making Bid for the **Costco Drive Roadway Improvements - NJDOT Freight Impact Fund - FY 2019**, I certify that I or my authorized representative have personally inspected the job sites.

By: Nicole Markus
Signature

Secretary
Title

Nicole Markus
Typed or Printed Name of Bidder

(Corporate Seal)

Subscribed and Sworn to before me this 27 day of April, 20 22.

Angela Andre
(Seal)

(Notary Public)

My Commission Expires On:

Angela S Andre
Notary Public, New Jersey
My Commission Expires 3-11-25

IMPORTANT: This form must be completed by Bidder.

See Attached

PROPOSAL

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications. **S & G Paving, Inc.**

Name of Bidder: 224C Forsgate Drive
Jamesburg, NJ 08831

By: Nicole Markus
(Signature)

Name of above: Nicole Markus
(Print)

Title: Secretary

IMPORTANT: This form must be completed by Bidder.

Township of Monroe Reportable Contributions

Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, Monroe Township shall require any business entity bidding thereon or negotiating therefore, to submit along with its bid or price quote, a list of political contributions in excess of \$300 to: **any State, county or municipal committee or a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of Monroe Township, of Middlesex County, of another public entity within Middlesex County, of another public entity within Middlesex County, or of the 14th legislative district that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution.**

These provisions shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

"Business Entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or any other state or foreign jurisdiction;

"Interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

Any business entity that fails to comply shall be subject to a fine imposed by the New Jersey Election Law Enforcement in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

If the bidder has any questions regarding the required information, please contact the Business Administrator, Township of Monroe, 1 Municipal Plaza, Monroe Township, NJ 08831 or at (732) 521-4400.

**Reportable Contributions Disclosure Statement
Required By P.L. 2005, c.271**

**Township of Monroe
1 Municipal Plaza
Monroe Township, New Jersey 08831**

Part I-Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that S & G Paving and any persons or entities included in the definition of business entity have made reportable contributions to state, county or municipal committees of a political party, legislative leadership committees, candidate committees of a candidate for a holder of an elective office in the Township of Monroe or of another public entity in the County of Middlesex or of any continuing political committee.

Part II-Ownership Disclosure Certification

I certify that the list attached contains the names and addresses of all persons or entities included in the definition of business entity and the amounts of reportable contributions made. If no reportable contributions have been made indicate such on the List of Reportable Contributions Disclosure form.

N/A

Part III-Signature and Attestation

The undersigned is fully aware that if I have misrepresented in whole or in part this affirmation and certification, I and/or the business entity will be liable for any penalty permitted under law.

Name of Business Entity: S & G Paving, Inc.
224C Forsgate Drive

Signed: Nicole Markus Jamesburg, NJ 08831

Printed Name: Nicole Markus Title: Secretary

Date: 4/27/22

Sworn and Subscribed before me

This 27 day of April, 2022

Angela Andre

Angela S Andre
Notary Public, New Jersey
My Commission Expires 3-11-25

IMPORTANT: *This form must be completed by Bidder.*

LIST OF REPORTABLE CONTRIBUTIONS DISCLOSURE FORM

Name of Person/Entity	Address	Date of Contribution	Amount	Recipient
N/A				



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND
PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW
JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Costco Dr. Roadway Improvements

VENDOR/BIDDER NAME: S + G Paving

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☒ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement

Anticipated Cessation Date

Attach Additional Sheets If Necessary.

CERTIFICATION

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

Nicole Markus
Signature

4/27/22
Date

Nicole Markus, Secretary
Print Name and Title

INSTRUCTIONS TO BIDDERS



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: S. & G., PAVING, INC.
Trade Name:
Address: 224C FORSGATE DRIVE
JAMESBURG, NJ 08831-1906
Certificate Number: 0610902
Effective Date: July 01, 1993
Date of Issuance: August 11, 2014

For Office Use Only:

20140811149814905

Certificate Number
609363

Registration Date: 04/06/2021
Expiration Date: 04/05/2023



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Miguel Seixeiro, President

Responsible Representative(s):
Joao Seixeiro, Vice-President

S & G Paving, Inc
2021

A handwritten signature in black ink, appearing to read "Rob Asaro-Angelo".

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	TRAFFIC LINES, INC.
Trade Name:	
Address:	5100 ASBURY RD FARMINGDALE, NJ 07727
Certificate Number:	0103981
Effective Date:	February 10, 1977
Date of Issuance:	January 21, 2011

For Office Use Only:
20110121110016373

Certificate Number
604990

Registration Date: 03/25/2020
Expiration Date: 03/24/2022



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Mark Sergeant, President

2020
Traffic Lines, Inc.

A handwritten signature in cursive script, appearing to read "R. Asaro-Angelo".

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

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



State of New Jersey

PHIL MURPHY
Governor

SHEILA OLIVER
Lt. Governor

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

ELIZABETH MAHER MUOIO
Acting State Treasurer

APPROVED

under the

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

This certificate acknowledges TRAFFIC LINES, INC. as a Category 5 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

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

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



Peter Lowicki
Deputy Director

Issued: 7/29/2019
Certification Number: A0080-74

Expiration: 7/29/2022



224C Forsgate Drive Jamesburg, NJ 08831
Phone: 732 521 1936 Fax 732 521 3104

References

Heller Construction Co., Inc.
Edison, NJ 08831
Lorraine Drozd – 732-287-4880
2005-2019 – Pavement Repair and Overlay Program
2005-2019 – Concrete Replacement

Herrod Construction Co., Inc.
South Brunswick, NJ 08810
Sherry Komosinski – 609-655-8400
2012-2019 – Pavement Repair and Overlay Program
2012-2019 – Concrete Replacement

Rossmoor Community Association
Monroe, NJ 08831
Dave Salter – 609-655-2121
2011-2019 – Pavement Repair and Overlay Program
2011-2019 – Concrete Replacement

Greenbrier-Woodlands
Toms River, NJ
Maria Cassidy – 732-286-6888
2014-2019 – Pavement Repair and Overlay Program
2014-2019 – Concrete Replacement Program

Borough of Sayreville
CME Associates
3141 Bordentown Ave
Parlin, NJ 08859
Jay Cornell - 732-727-8000
2018 Public Safety Complex Resurfacing
2018 Road Resurfacing Program

Borough of Jamesburg
Remington and Vernick Engineers
3 Jocama Blvd Suite 300-400, Old Bridge, NJ 08857
George Allan- 732-955-8000
2019 NJDOT Roadway Improvements
2020 NJDOT Roadway Improvements

Borough of Helmetta
Remington and Vernick Engineers
3 Jocama Blvd Suite 300-400, Old Bridge, NJ 08857
George Allan- 732-955-8000
2019 NJDOT Road Improvements

DDM Construction
4006 Belt Line Road Suite 230
Addison, TX 75001
Jonathan Gibson - 972-849-3526
2019 IAA at Raceway Park

Township of Brick
CME Associates
1460 U.S. 9
Howell Township, NJ 07731
Doug Rohmeyer - 732-462-7400
2020 Brick Beach III Parking Lot Resurfacing

Trucks

1. F-150 Year: 2015 VIN: 1FTEX1E86FFC66375
2. F-150 Year: 2015 VIN: 1FTEW1EF1FFA18634
3. F-250 Year: 2011 VIN: 1FT7W2BT2BEC44772
4. F-350 Year: 2005 VIN: 1FDWF36P65ED03157
5. F-350 Year: 2006 VIN: 1 1FDWW35P16EA98365
6. F-350 Year: 2012 VIN: 1FT8W3BT7CEB59776
7. F-450 Year: 2001 VIN: 1FDXW47F5EA46213
8. Ford Tandem Year: 1995 VIN: 1FDZA99X4SVA66206
9. Mack Granite Lowboy Year: 1996 VIN: 1M2AA18Y6TW058287
10. Mack Granite Lowboy Year: 2008 VIN: 3 1M1AX07Y68M003338
11. Mack Granite Year: 2002 VIN: 1M2AG11C22M001088
12. Mack Granite Year: 2005 VIN: 1M2AG11C05M026348
13. Mack Granite Year: 2005 VIN: 1M2AG11C95M035341
14. Roll Off Mack Year: 1993 VIN: 3 2M2P265C1PC012767
15. Freightliner Year: 2003 VIN: 1FVABPBV63HH31707
16. Water Truck Year: 1995 VIN: 1HTSCABM9SH644545
17. Flatbed Year: 1993 VIN: 1HTSCPHN8PH527615
18. International Dump Year: 2000 VIN: 1HTSCAAM6YH245943
19. Single Axle Plow Year: 1988 VIN: 1HTLAZRM3JH589331
20. NIS FRO Pick Up Year: 2000 VIN: 3 1N6ED27Y1YC345112

Backhoes

BSG1. 310 SG

BSG2. 310 SG

BSG3. 310 SG

BSG4. 310 SE

BSG5. 410 E

BSG6. 410 G

BSG7. 310 SL

Trailers

T1. Eager Beaver Year: 1989 ID: 112HGV301KT030538

T2. Interstate Yellow Year: 1987 VIN: 31120HA208HT200035

T3. Stephen Green Year: 2006 ID: 1S910222X61489001

T4. 5 TN-Black

T5. 5 TN-Bri-Mar Year: 2008 VIN: 43YDC222X8C064704

T6. 3 TN Tilt up

T7. 35 TN Lowboy Year: 1994 VIN: 112SCZ493RL043212

T8. Cross Country Trailer Year: 2007 VIN: 431FS081171000946

T9. 2015 Eager Beaver – VIN: 1 12SE2464FLO79915

T9. 2016 50 Ton Trailer

T10. 2016 5 Ton Trailer

Compressors

C1. Ingersoll Rand

C2. Airman

C3. Ingersoll Rand

Hammers

H1.

H2.

H3.

H4.

H5.

Sweepers

SW2. Laymor

PS1. Motor Sweeper

PS2. Motor Sweeper

Excavator

E1. 80C

E2. UL55

E3. JD225

Millers

Wirtgen W200 Year: 2010 Serial #: 12200006

1000C - 42" (1)

1000C - 42" (2)

Pavers

P1. PF 875

P2. 510

P3. F1000T

P4. Wieler

Rollers

R1. DD70

R2. CC1200

R3. CC1300

R4. Bomag

R5. 2 TN Stone

R6. Vibromax

R7. CC424

Bull Dozers

D1. 450H

Loaders

L1. 621-B

L2. Komastu

Demo Saws

S-1. Stihl

Table of Contents

INSTRUCTIONS TO BIDDERS.....	4
<i>IB 1 RECEIPT AND OPENING OF PROPOSALS.....</i>	<i>4</i>
IB 1.1 OWNER AND PROJECT	4
IB 1.3 WITHDRAWING PROPOSALS	4
<i>IB 2 QUALIFICATIONS OF BIDDERS.....</i>	<i>4</i>
IB 2.1 EXPERIENCE AND CAPITAL REQUIRED.....	4
IB 2.2 PROOF OF QUALIFICATIONS.....	4
<i>IB 3 TIME FOR COMPLETION OF WORK.....</i>	<i>5</i>
<i>IB 4 LIQUIDATED DAMAGES</i>	<i>5</i>
IB 4.1 DAMAGES FOR CAUSE	5
IB 4.2 COSTS OF ENGINEERING AND INSPECTION	5
IB 4.3 DAMAGES FOR NON-COMPLETION.....	6
<i>IB 5 ADDENDA AND INTERPRETATIONS (PREBID)</i>	<i>6</i>
<i>IB 6 PREPARATION OF PROPOSALS</i>	<i>6</i>
IB 6.1 BASIS OF CONTRACT AWARD	7
IB 6.2 INCOMPLETE OR INFORMAL PROPOSALS	7
IB 6.3 COMPLETION AND SUBMISSION OF PROPOSALS.....	7
IB 6.4 MATERIALS TO BE BID IN PLACE.....	7
IB 6.5 ESTIMATED QUANTITIES	7
<i>IB 7 PROPOSAL SECURITY</i>	<i>8</i>
IB 7.1 SECURITY REQUIRED	8
IB 7.2 RETURN OF PROPOSAL SECURITY.....	8
IB 7.3 TIME FOR AWARD OF CONTRACT	8
<i>IB 8 CONSENT OF SURETY.....</i>	<i>8</i>
<i>IB 9 PERFORMANCE SECURITY</i>	<i>8</i>
IB 9.1 SECURITY REQUIRED	8
IB 9.2 RELEASE OF PERFORMANCE SECURITY	9
IB 9.3 FORM OF PERFORMANCE BOND	9
<i>IB 10 EXECUTION OF CONTRACT.....</i>	<i>9</i>
IB 10.1 BIDDER TO EXECUTE CONTRACT	9
IB 10.2 AWARD NOT BINDING PRIOR TO CONTRACT EXECUTION.....	9
IB 10.3 FAILURE OR REFUSAL TO EXECUTE CONTRACT.....	9
IB 10.4 FORM OF CONTRACT	9
<i>IB 11 MODIFICATIONS OF PROPOSAL.....</i>	<i>13</i>
<i>IB 12 REJECTION OF PROPOSALS.....</i>	<i>13</i>
IB 12.1 MULTIPLE PROPOSALS NOT ALLOWED.....	13
IB 12.2 UNBALANCED PROPOSAL	13
IB 12.3 RIGHT TO REJECT PROPOSAL RESERVED	13
IB 12.4 RIGHT TO WAIVE INFORMALITIES RESERVED.....	13
<i>IB 13 PERMITS TO BE SECURED BY CONTRACTOR.....</i>	<i>13</i>
<i>IB 14 BIDDERS REFERRED TO LAWS.....</i>	<i>13</i>
<i>IB 15 BIDDERS TO EXAMINE SITE AND CONDITIONS</i>	<i>14</i>
IB 15.1 BIDDERS TO VISIT SITE	14
IB 15.2 BIDDERS TO DETERMINE CONDITIONS.....	14
<i>IB 16 LAYING OUT THE WORK</i>	<i>14</i>
IB 16.1 ENGINEER TO ESTABLISH CONTROLS.....	14
IB 16.2 CONTRACTOR TO PROVIDE PRODUCTION STAKES.....	15
IB 16.3 ENGINEER TO CHECK CONTRACTOR'S LAYOUT.....	15
IB 16.4 CONTRACTOR RESPONSIBLE FOR ERRORS	15
IB 16.5 CONTRACTOR TO ASSIST ENGINEER.....	15
IB 16.6 CONTRACTOR TO PROTECT CONTROL POINTS	15
<i>IB 17 MAINTENANCE PERIOD REQUIRED</i>	<i>15</i>
<i>IB 18 NORMAL WORKING HOURS REQUIRED</i>	<i>15</i>
<i>IB 19 AMERICAN AND NEW JERSEY PRODUCTS</i>	<i>15</i>
<i>IB 20 PAYMENT SECURITY.....</i>	<i>16</i>
IB 20.1 SECURITY REQUIRED	16
IB 20.2 RELEASE OF PAVEMENT SECURITY.....	16
IB 20.3 FORM OF PAYMENT BOND.....	16

IB 21 DISCLOSURE OF OWNERSHIP	16
IB 22 AFFIRMATIVE ACTION AGAINST DISCRIMINATION.....	16
IB 22.1 BIDDER REFERRED TO LAW.....	16
IB 22.2 SPECIFIC LANGUAGE REQUIRED	16
IB 22.3 NOTICES TO BE PROVIDED	20
IB 22.4 CONTRACT DOCUMENTS	20
IB 22.5 SUBCONTRACTORS.....	21
IB 22.6 FEDERAL CIVIL RIGHTS COMPLIANCE	21
IB 23 LABOR STANDARDS	23
IB 24 EMPLOYMENT OF ILLEGAL ALIENS	23
IB 25 STATE WAGE RATES.....	23
IB 26 PREVAILING WAGES	23
IB 26.1 REQUIREMENTS OF LAW	23
IB 26.2 WAGE RATE DETERMINATION ON FILE	24
IB 26.3 WAGE RATES. A CONDITION OF CONTRACT	24
IB 27 ACCESS TO THE WORK AND TO CONTRACTOR'S DOCUMENTS	24
IB 28 OPEN CHAMBERS SAFETY BARRICADES. WATCHMEN	24
IB 29 EMPLOYMENT OF VETERANS.....	25
IB 30 PROJECT RECORDS.....	25
IB 31 NON-SEGREGATED FACILITIES.....	25
IB 32 INTEREST OF OTHER PARTIES	28

INSTRUCTIONS TO BIDDERS

IB 1 RECEIPT AND OPENING OF PROPOSALS

IB 1.1 OWNER AND PROJECT

The Mayor and Council of the Township of Monroe, Middlesex County, New Jersey (hereinafter called the "Owner") invite proposals for **Costco Drive Roadway Improvements - NJDOT Freight Impact Fund - FY 2019**.

IB 1.2 Time and Place of Opening of Proposals

Proposals will be received by the Owner on **Thursday, April 28th, 2022 at 10:00 a.m.** at the Township of Monroe Municipal Building, Council Chambers, 1 Municipal Plaza, Monroe, New Jersey and at such time and place will be publicly opened and read aloud.

IB 1.3 WITHDRAWING PROPOSALS

Proposals forwarded to the Owner 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.

IB 2 QUALIFICATIONS OF BIDDERS

IB 2.1 EXPERIENCE AND CAPITAL REQUIRED

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.

IB 2.2 PROOF OF QUALIFICATIONS

Each proposal shall contain adequate proof of the qualifications of the bidder to perform in a satisfactory manner all work covered by the Contract Documents within the time specified in the Contract. This proof shall be fully recorded in the form of Bid or Proposal on pages left blank for that purpose.

This record of proof shall show, among other things:

- a. That the bidder has a competent organization which performed work similar in amount, value, cost, character and proportions.
- b. That he has available for immediate use on the work, the necessary plant and equipment.
- c. The names of all officers of the bidder corporation.
- d. The name of the executive who will give personal attention to the work whenever so desired by the Engineer and Owner.

The Owner, at its discretion, may require such guarantees as it may deem necessary to protect its interests, and their proposals may be required by the Owner as a condition precedent to receipt of the same as formal and acceptable.

In addition to the statements herein required, any bidder, before the award of the Contract, may be otherwise required to establish that he has the necessary facilities, plant, experience, and financial resources to perform the work in a satisfactory manner, and within the time stipulated,

and that he has had experience in performing work of the same or similar nature.

IB 3 TIME FOR COMPLETION OF WORK

The Contractor shall begin work on the date indicated in the Notice to Proceed, within thirty (30) days of the award of Contract, unless otherwise instructed by the Owner and shall continue regularly and uninterruptedly at a rate to insure completion of all work within **SIXTY (60) DAYS** after the Notice to Proceed is issued.

The Contractor shall, however, not begin work until:

- a. The Contract has been fully executed and the required bonds and insurance certificates have been provided and approved by the Owner;
- b. The Contractor has attended a pre-construction meeting with the appropriate Monroe Township representatives present and provide the Engineer with the minimum of seventy-two (72) hours notice concerning the time and place he intends to commence work; and
- c. The Contractor has received permission from the Engineer to commence initial work on the project.

IB 4 LIQUIDATED DAMAGES

IB 4.1 DAMAGES FOR CAUSE

The Contractor shall be liable to the Owner for all expenses, losses, 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.

IB 4.2 COSTS OF ENGINEERING AND INSPECTION

There will be deducted from any payments due the Contractor and retained by the Owner an amount to defray the cost of wages and overhead paid by the Owner to any Resident Engineer, Observer and Observers employed on the work for any time in excess of the completion time stipulated, in excess of eight (8) hours per day or on Saturdays, Sundays, or legal holidays. This amount shall be determined at the rates listed below per man-hour for each Observer or Resident Project Representative:

Senior Project Manager	\$163.00	Hourly
Project Manager	\$162.00	Hourly
Project Leader	\$161.00	Hourly
Professional Engineer	\$160.00	Hourly
Senior Project Engineer	\$155.00	Hourly
Project Engineer	\$137.00	Hourly
Senior Design Engineer	\$125.00	Hourly
Design Engineer	\$119.00	Hourly
Senior Engineering Technician	\$111.00	Hourly
Engineering Technician/GIS Technician	\$105.00	Hourly
Professional Land Surveyor	\$158.00	Hourly

Land Surveyor	\$140.00	Hourly
Party Chief	\$119.00	Hourly
Survey Technician	\$91.00	Hourly
Resident Engineer	\$142.00	Hourly
Chief Construction Engineer	\$133.00	Hourly
Senior Construction Engineer	\$111.00	Hourly
Construction Engineer	\$106.00	Hourly
Chief Construction Technician	\$92.00	Hourly
Senior Construction Technician	\$82.00	Hourly
Construction Technician	\$77.00	Hourly
Technical Assistant	\$88.00	Hourly
Senior CAD Technician	\$117.00	Hourly
CAD Technician	\$121.00	Hourly
Licensed Landscape Architect	\$159.00	Hourly
Senior Landscape Designer	\$142.00	Hourly
Certified Tree Expert	\$126.00	Hourly
Landscape Designer	\$112.00	Hourly
Director of Planning	\$168.00	Hourly
Professional Planner	\$166.00	Hourly
Project Planner	\$134.00	Hourly
Planning Technician	\$114.00	Hourly
Partner	\$166.00	Hourly
Principal	\$165.00	Hourly
Managing Partner/Administrative Partner	\$173.00	Hourly
Clerical/Secretary	\$40.00	Hourly
Project Administrator	\$64.00	Hourly
Delivery	\$42.00	Hourly
Subcontract/Expenses	120% of Cost	

IB 4.3 DAMAGES FOR NON-COMPLETION

If the Contractor is permitted to finish the work after the specified period of completion, the Owner shall have full authority to and may deduct and retain from any payments due the Contractor the sum of Two Hundred Dollars (\$200.00) for each calendar day thereafter that the contract remains uncompleted, as a liquidated damage, and not as a penalty, to defray reasonable loss to the Owner due to failure to complete the work in the stipulated time.

IB 5 ADDENDA AND INTERPRETATIONS (PREBID)

No interpretations of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally.

Every request for such interpretations 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 in accordance with the schedule listed in the Notice to Bidders. 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 transmitted via fax or email, not later than seven (7) working days prior to the date fixed for the opening of bids. The issue of interpretation shall not

relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

IB 6 PREPARATION OF PROPOSALS

IB 6.1 BASIS OF CONTRACT AWARD

Bids will be received under these specifications for the completion of the whole work. The correct total bid by formal and responsible bidder(s) will govern in the awarding of the Contract. See Proposal for award details. 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 for the entire work. If not, then the bid shall be deemed informal.

IB 6.2 INCOMPLETE OR INFORMAL PROPOSALS

No bids will be considered in which all of the items given in the Estimate of Quantities are not filled out, or do not total correctly. 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.

IB 6.3 COMPLETION AND SUBMISSION OF PROPOSALS

Proposals must be typed or written in ink on the blank form provided. Prices must be given both in writing and in numerical values. In the case of a difference, however, the bid shall be deemed informal.

Proposals which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind; may be rejected as informal. If any information required herein is not provided, the proposal shall be deemed irregular and for which cause may be rejected as informal and not considered.

Bids must be enclosed in a sealed envelope, addressed to the Owner, bearing on the outside the name and address of the bidder and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Bids received after the hour herein named or in unsealed envelopes or without the bidder's name on the outside thereof will not be considered.

The Owner may consider informal any bids not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any and all bids.

IB 6.4 MATERIALS TO BE BID IN PLACE

Unless otherwise specified, the price for each of the items in the Proposal shall be for the material in place and/or when applicable materials/equipment delivered to the Owner. Any and all work necessary to construct, erect or place such material in the work shall be estimated and included in the cost of each item.

IB 6.5 ESTIMATED QUANTITIES

It has been the endeavor to estimate these approximate amounts in each class to cover the requirements; however, it is usually expected that the amount finally paid for will be different than those submitted for bidding. In case either 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.

IB 7 PROPOSAL SECURITY

IB 7.1 SECURITY REQUIRED

Each proposal must be accompanied by a bid guarantee in accordance with Chapter 189 of the Laws of 1974. Said guarantee may, at the bidder's option, be in the form of a cashier's check or a certified check drawn on a New Jersey bank or trust company or a bid bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Owner in the amount of at least ten percent (10%) of the amount of the bid, but not in excess of \$20,000.00.

IB 7.2 RETURN OF PROPOSAL SECURITY

Such Proposal Security will be returned to all except the three (3) lowest formal bidders within ten (10) working days after the opening of bids; the remaining Proposal Securities, except that of the bidder to whom the Contract is awarded shall be returned within five (5) working days of the date of the Contract award. The Proposal Security of the Bidder to whom the Contract is awarded shall be retained until the Contract is executed and any required performance bond or other security is submitted. If bid proposals are rejected, the Proposal Securities of all bidders will be returned within ten (10) days thereafter.

IB 7.3 TIME FOR AWARD OF CONTRACT

The Contract shall be awarded or all bids therefore rejected within sixty (60) days after the opening of bids except where the invitation to bid states that the execution of the contract shall be subject to prior approval or disapproval by a Federal or State agency or department, in which event the contract shall be awarded or all bids therefore rejected within fifteen (15) days after the approval or disapproval by such Federal or State agency or department.

IB 8 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 Owner, 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.

IB 9 PERFORMANCE SECURITY

IB 9.1 SECURITY REQUIRED

The Contractor, as part of the performance of this Contract, shall furnish and deliver to the Owner, a bond of indemnity for one hundred percent (100%) of the full amount of the Contract Price, for the faithful performance by the Contractor of all the covenants and agreements on the part of the Contractor contained in this Contract, including the safeguarding of the Owner against infringements of any and all patents and the guaranteeing of the materials and workmanship and for the protection of all persons furnishing material and labor for the construction of this Contract to the Contractor or the subcontractor. Said Contract Bond must be a surety bond satisfactory to the Owner, shall be substantially in the form included in the Contract Documents, and must stipulate that any change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or in the specifications accompanying same shall not in any way affect the surety's obligation for the

bond and must further provide for a waiver of notice of same.

Said bond shall comply with all statutes of the State of New Jersey and all revisions thereto and meet all the requirements of said statutes.

IB 9.2 RELEASE OF PERFORMANCE SECURITY

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 Owner.

IB 9.3 FORM OF PERFORMANCE BOND

The Owner shall require the Contractor and his surety to execute a performance bond of the form found in the Proposal.

IB 10 EXECUTION OF CONTRACT

IB 10.1 BIDDER TO EXECUTE CONTRACT

The individual, firm or corporation to whom or to which the Contract is awarded, shall sign the necessary agreements, shall provide the required bond and insurance certificates and shall return them, fully executed, to the office of the Owner within ten (10) days of the date of mailing of Contract Documents by the Owner to the successful bidder.

IB 10.2 AWARD NOT BINDING PRIOR TO CONTRACT EXECUTION

No award of Contract shall be binding upon the Owner unless and until the Contract has been fully executed, the required insurance certificates have been provided and the successful bidder's surety has been approved by the Owner.

IB 10.3 FAILURE OR REFUSAL TO EXECUTE CONTRACT

The bidder to whom the Contract is awarded shall execute such Contract and bonds required within ten (10) days after the Award of the Contract to him by the Owner.

Should the bidder fail to execute and deliver the Contract and bonds within the time above-mentioned, the Owner shall be entitled to retain the certified check accompanying the bid or proposal and to deduct therefrom (a) the expenses of re-bidding the contract, and (b) any difference between the sum which the said bidder would have been entitled to receive upon the completion of the Contract, if awarded to him, and the sum which the Owner may be obliged to pay the person or persons by whom the Contract shall be finally executed, provided the latter sum be greater.

IB 10.4 FORM OF CONTRACT

The Owner shall require the Contractor to execute a Contract of the following form:

CONTRACT

THIS AGREEMENT, made this 2nd day of June in the year of Our Lord Two Thousand and 22 between the Township of Monroe, County of Middlesex, New Jersey, hereinafter called "Owner" and S+G Farms hereinafter called "Contractor".

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

ARTICLE ONE: SCOPE OF WORK. Contractor covenants and agrees to provide all necessary machinery, tools and equipment and to furnish and deliver all materials, and to do and perform in a good and workmanlike manner all the work and labor required to be furnished and delivered, done and performed in conformity with the Contractor Documents hereto annexed which said Contract Documents and Contractor's Proposal annexed thereto are hereby made a part of this agreement as fully and with the same effect as if the same had been set forth in the body of this agreement.

ARTICLE TWO: TIME OF DELIVERY AND PERFORMANCE: Said delivery of performance shall be in accordance with the provisions of the Contract Documents annexed hereto or if no time is set forth therein, as directed by the Owner.

ARTICLE THREE: PAYMENT: Owner agrees to pay Contractor for said work and materials when completed or delivered, as the case may be, in accordance with the said Contract Documents within the time stated for the actual quantity of authorized work done under each item scheduled in the Proposal at the respective unit prices bid therefore by the Contractor, which payment, according to the estimated quantities will amount to \$569,999.96. Payments to be made in accordance with the Owner's requirements for submission of invoices and vouchers and approval by authorized official(s). It is further agreed that the Owner reserves the right to reduce or increase any and all of the quantities in each item at the unit price bid. Acceptance of the final payment to the Contractor shall be understood to be a release in full of all claims against the Owner arising out of or by reason of the work done and the materials furnished under this Contract.

ARTICLE FOUR: INDEMNIFICATION: The Contractor shall indemnify and hold harmless the Owner, the Engineer, and the Counsel and their agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and (b) is caused in whole or in part of any negligent act or omission of the Contractor, and subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless or whether or not it is caused in part by a party indemnified hereunder.

In any and all causes against the Owner, the Engineer, or the Counsel or any of their agents, or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article Four shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or from the Contractor or any subcontractor under workmen's compensation acts, disability benefits acts, or other employee benefit acts.

ARTICLE FIVE: ASSIGNMENT OF SUBLETTING: Contract covenants and agrees not to assign or sublet the work specified or covered under the terms of this agreement without the prior approval in writing of the Owner.

ARTICLE SIX: DISCRIMINATION: It is agreed that the provisions contained in R.S. 10:2-1 prohibiting discrimination by reasons of race, creed, color, national origin, or ancestry and providing for the imposition of penalties against Contractor for such discrimination and the right of cancellation and incidental remedies in favor of the Owner in the event of such discrimination shall become a part of this Contract as if fully set forth herein.

This Contract shall be binding upon the Owner, its successors, and assigns, and upon the Contractor, its successors, and assigns of heirs, executors, administrators and assigns.

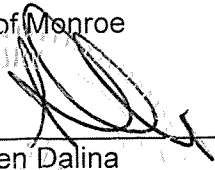
IN WITNESS WHEREOF, the Owner has caused this instrument to be signed by

Mayor Stephen Dalina

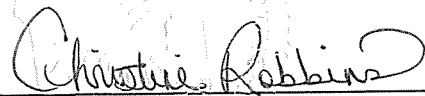
attested by Christine Robbins, Deputy RMC

and the (Municipality) seal to be hereunto affixed, and the Contractor hereunto set their hands and seals, or caused these presents to be signed by their proper corporate seal to be hereto affixed, the day and year first above mentioned.

OWNER: Township of Monroe

SIGNATURE: 

TITLE: Mayor Stephen Dalina

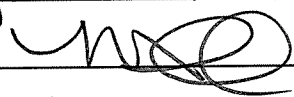
ATTEST: 

(SEAL)

S & G Paving, Inc.
224C Forsgate Drive
Jamesburg, NJ 08831

CONTRACTOR: _____

1. SIGNED BY Miguel Seixeiro

SIGNATURE 

TITLE President

2. SIGNED BY _____

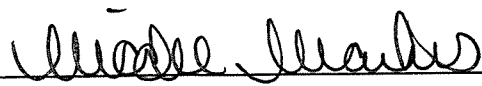
SIGNATURE _____

TITLE _____

3. SIGNED BY _____

SIGNATURE _____

TITLE _____

ATTEST: 

(SEAL)

NOTE: Attach additional signature sheets in the above form if necessary.

IB 11 MODIFICATIONS OF PROPOSAL

Any bidder may modify his proposal by telegraphic communication or registered mail at any time prior to scheduled closing time for receipt of bids, provided such communications are received by the Owner prior to the closing time, and provided further, the Owner 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 final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to telegraphic modifications.

IB 12 REJECTION OF PROPOSALS

IB 12.1 MULTIPLE PROPOSALS NOT ALLOWED

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

IB 12.2 UNBALANCED PROPOSAL

Proposals which are obviously unbalanced may be rejected at the option of the Owner.

IB 12.3 RIGHT TO REJECT PROPOSAL RESERVED

The right is reserved to reject any or all Proposals presented, if the Owner, and the Owner alone deems it in his best interest to do so.

IB 12.4 RIGHT TO WAIVE INFORMALITIES RESERVED

The Owner expressly reserves the right to waive any informality in any proposal, and to accept the proposal, which, in the Owner's judgment, serves his best interests.

IB 13 PERMITS TO BE SECURED BY CONTRACTOR

The 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.

IB 14 BIDDERS REFERRED TO LAWS

The attention of the Bidder is especially directed to the provisions of Federal, State, County, Municipal ordinances, laws, statutes and regulations that may apply to the work, including particularly all safety regulations. Such provisions refer to construction safety, sheeting and bracing, obstruction of streets, open burning, 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. All pertinent laws, statutes, ordinances and regulations shall be obeyed and complied with by the Contractor, his subcontractors and all of his representatives.

In the construction of the work under this Contract, all provisions of Federal and New Jersey State Labor Laws shall be complied with by the Contractor.

The Contractor shall comply with all current requirements of the Federal Department of Labor

Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards (PL 91-54).

The Contractor shall also comply with all current requirements of the construction promulgated under the New Jersey Department of Labor and Industry's Bureau of Engineering and Safety regulations; in particular under the Construction Safety Code, Chapter 180, Title 12 of the New Jersey Administrative Code.

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions in, on or near the job site, including safety of all persons and property affected directly or indirectly by his operations during performance of the work. This requirement will apply continuously 24 hours a day until acceptance of the work by the Owner and shall not be limited to normal working hours.

The duty of the Engineer is to conduct construction review of the Contractor's performance, but is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

All safety on the job is the responsibility of the Contractor, and prior to starting the project, he shall forward a letter to the State of New Jersey, Department of Labor and Industry, Bureau of Engineering and Safety, Trenton, New Jersey, advising this State Agency that he has been awarded the contract, his proposed schedule of operation and the name, address and telephone number of the individual he is naming as safety inspector on the project. A copy of this letter shall be sent to the Owner and the Engineer before construction is started.

IB 15 BIDDERS TO EXAMINE SITE AND CONDITIONS

IB 15.1 BIDDERS TO VISIT SITE

All bidders or their representative(s) are required to visit the site of the work of this Contract and examine the means of access to the site. Bidders shall make all necessary investigations in order 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.

IB 15.2 BIDDERS TO DETERMINE CONDITIONS

Each bidder must fully inform himself as to the conditions under which the work is to be performed. These conditions shall include problems of construction, availability of labor, and equipment, transportation, and all else necessary to perform and complete the project as specified herein. All examinations and investigations will be made prior to submission of bids.

IB 16 LAYING OUT THE WORK

IB 16.1 ENGINEER TO ESTABLISH CONTROLS

The Engineer shall establish all benchmarks and the position of base line control points on the site of the work. The Engineer shall establish such horizontal and vertical controls within three (3) working days of the date that the Contractor presents a request that they be so established.

IB 16.2 CONTRACTOR TO PROVIDE PRODUCTION STAKES

From the established controls the Contractor shall run all offset lines, set and drive stakes, set batter boards, and take all other measurements in order to lay out the work in accordance with the intent of the Contract Drawings.

IB 16.3 ENGINEER TO CHECK CONTRACTOR'S LAYOUT

After the Contractor has erected batter boards, or forms, and set line and elevations for grading, paving or structures, the Engineer will 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 so checked.

IB 16.4 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 Owner for the rectifying or for the cost of rectifying any errors resulting from this layout of the work.

IB 16.5 CONTRACTOR TO ASSIST ENGINEER

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

IB 16.6 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.

IB 17 MAINTENANCE PERIOD REQUIRED

The bidder'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 two (2) years after final completion and acceptance of the work.

IB 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 7:30 a.m. EST or after 6:00 p.m. EST on any normal working day, without the permission of the Engineer.

IB 19 AMERICAN AND NEW JERSEY PRODUCTS

The products to be provided under this contract shall be only manufactured products of the United States, wherever available, and where possible, shall purchase such products and services from vendors who have a place of business in New Jersey.

IB 20 PAYMENT SECURITY

IB 20.1 SECURITY REQUIRED

Simultaneously with his delivery of the executed contract and required Performance Security, the Contractor shall furnish a payment bond or bonds of face value equal to one hundred percent (100%) of the amount of the Proposal as security for the payment by the Contractor, and by all subcontractors, for all labor performed or material, provisions, provender or other supplies, teams, fuels, oils, implements or machinery used or consumed in, upon, for or about the construction, erection, alteration or repair of subject buildings, work or improvements. The surety on such bonds shall be a duly authorized surety company satisfactory to the Owner.

IB 20.2 RELEASE OF PAVEMENT SECURITY

The surety or bonds provided shall not be released until two (2) years after the release of the Performance Bond or if no Performance Security was required two (2) years after final acceptance of the whole work and then only if all properly filed liens or claims have been satisfied and any maintenance or guarantee bonds required have been executed and approved by the Owner.

IB 20.3 FORM OF PAYMENT BOND

The bond required by this article shall be substantially the following form in the Proposal.

IB 21 DISCLOSURE OF OWNERSHIP

In accordance with the P.L. 1977, Chapter 33, effective March 8, 1977, all bidders shall submit with their bid, a statement setting forth the names and addresses of all stockholders in the corporation (or partnership) who own ten percent (10%) or more of its stock, of any class (or of any individual partners in the partnership who own a 10% or greater interest therein, as the case may be). If one or more such stockholder (or partner) is itself a corporation (or partnership), the stockholders holding 10% or more of that corporation's stock (or the individual partners owning 10% or greater interest in that partnership, as the case may be), shall also be listed. The DISCLOSURE shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria has been listed.

Bidders may utilize the forms provided with the proposal for this purpose or may submit their own statement forms provided the necessary information is disclosed. If the bidder's own forms are used, they shall be executed and attested in the same form as the Proposal.

IB 22 AFFIRMATIVE ACTION AGAINST DISCRIMINATION

IB 22.1 BIDDER REFERRED TO LAW

The bidder is specifically referred to P.L. 1975, Chapter 127, which supplements P.L. 1945, Chapter 169, relating to affirmative action in relation to discrimination.

IB 22.2 SPECIFIC LANGUAGE REQUIRED

In accordance with Section 3.4(b) of the Affirmative Action Regulations adopted pursuant to P.L. 1975, Chapter 127, the following is made a part of this Contract:

MANDATORY AFFIRMATIVE ACTION REQUIREMENTS FOR PUBLIC WORKS CONTRACTS AND CONSTRUCTION CONTRACTS (N.J.A.C. 17:27-1 et. seq.)

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION REQUIREMENTS

1. During the performance of this contract, the Contractor agrees as follows:
 - a) The Contractor and subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;
 - b) The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
 - c) The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice on conspicuous places available to employees and applicants for employment;
 - d) The Contractor or subcontractor, where applicable, agrees to comply with regulations promulgated by the Treasurer pursuant to pl. 1975, c. 127, as amended and supplemented from time to time.

MINORITY AND FEMALE EMPLOYMENT GOAL OBLIGATIONS

2. When hiring workers in each construction trade, the Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Affirmative Action Office may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by a), b) and c) below, as long as the Affirmative Action is satisfied that the Contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time. 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 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 P.L. 1975, C. 127, as supplemented and amended from time to time.

- b) If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five days prior to the commencement of construction work, the Contractor or subcontractor agrees to attempt to hire minority and female workers directly, consistent with the applicable employment goal.
 - c) If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurance, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the Contractor or subcontractor agrees to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (3.) below; and the Contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the affirmative action office that union is not referring minority and female workers consistent with the applicable employment goal.
3. If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (2.) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
- a) To notify the Public Agency Compliance Officer, Affirmative Action Office, and at least one approved minority referral organization manpower needs and request referral of minority and female workers;
 - b) To notify any minority and female workers who have been listed with it as awaiting available vacancies;
 - c) Prior to commencement of work, to request the local construction trade union, if the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;
 - d) To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment service and other approved referral sources in the area until such time as the workforce is consistent with employment goal.
 - e) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the Contractor or any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975, c. 127;
 - f) To adhere to the following procedure when minority and female workers apply or are referred to the contract or subcontractor;
 - (i) If said individuals have never previously received any documents or certification signifying a level of qualification lower than that required, the Contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's work force in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a Contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker skills and experience classification

determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that, if necessary, the Contractor or subcontractor shall hire minority and female workers who qualify as trainers pursuant to these rules. All of these requirements, however, are limited by the provisions of (d) below.

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

(iii) If for any reason, said Contractor or subcontractor determines that a minority individual or a female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Public Agency Compliance Officer and to the Affirmative Action Office.

g) 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 affirmative action office and submitted promptly to that office upon request.

4. The Contractor or subcontractor agrees that nothing contained in (3.) above shall preclude the Contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or 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; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consist with the county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to (3.) above without regard to such agreement or arrangement; provided further, however, that the Contractor or subcontractor shall not be required to employ female and minority advance trainees and trainees in numbers which resulted in the employment of advance trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprenticeship 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 female workers residing within the geographical jurisdiction of the union.
5. The Contractor agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three days after signing a construction contract; provided, however, that the Public Agency may extend in a particular case the allowable time for submitting the form to no more than 14 days; and to submit a copy of the Monthly Project Manning Report once a month thereafter for the duration of this contract to the Affirmative Action Office 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 off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

REPORTS FOR PUBLIC WORK CONTRACTORS, SUBCONTRACTORS AND PUBLIC

AGENCIES

6. The Contractor and its subcontractor shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to N.J.A.C. 17:27-10, Compliance Procedures and Sanctions Applicable to Public Works Contracts.

EXEMPTIONS AND FEDERALLY APPROVED OR SANCTIONED AFFIRMATIVE ACTION PROGRAMS

7. A public works contract for a subcontractor with a total work force of four or fewer employees or for a Contractor or subcontractor performing under an existing Federally approved or sanctioned affirmative action program shall contain as mandatory language required by P.L. 1975, c. 127, all of the language contained in (1.) above, except for the language contained in (1.)d above, and said contract shall not contain any other mandatory language prescribed by these rules.
8. Subsections 2 through 4 above shall not apply to any construction Contractor or subcontractor performing under an existing federally approved or sanctioned affirmative action program; or to any subcontractor which is exempted under N.J.A.C. 17:27-6.1 from the affirmative action plan requirements of N.J.A.C. 17:27-6.1 et seq.; or to any construction Contractor or subcontractor bidding on or negotiating with a public agency operating under its own affirmative action construction program which has been designated as a State-approved affirmative action construction program pursuant to N.J.A.C. 17:27-6.5.

IB 22.3 NOTICES TO BE PROVIDED

The Owner will provide the successful bidder with two (2) copies of the notices required by section 3 of P.L. 1975, Chapter 127. Additional copies may be secured by the Contractor in payment of the cost of reproduction thereof.

IB 22.4 CONTRACT DOCUMENTS

The Contractor must sign a contract containing the mandatory language of IB 22.2. The construction goals and related contract obligations and procedures, as described in the regulations, do not apply to any construction Contractor or subcontractor which submits appropriate evidence that it is operating under a federally approved or sanctioned affirmative action plan or to any subcontractor with four (4) or fewer employees.

If the Contractor refuses to sign a contract containing the mandatory affirmative action contract language at the time the contract is submitted for signing by the Owner, then the Owner will reject the Contractor's bid as non-responsive. When such a rejection occurs, the same affirmative action requirements shall apply to any other Contractor selected by the Owner in accordance with contracting laws and procedures.

If, prior to or at the time the Owner submits a contract for signing, the Contractor does not submit to the Owner evidence of an existing federally approved or sanctioned Affirmative Action Program; then no later than three (3) days after the Contractor signs the construction contract, the Contractor shall complete and submit the Initial Projected Manning Table Form AA201 to the

Owner and Affirmative Action Office, provided, however, that for construction projects with a total cost of less than \$50,000, the Project Manning Report shall not be submitted except when requested by the Affirmative Action Office. The Contractor should retain the copy marked "Contractor", submit the copy marked "Public Agency" to the Owner and the remaining copies will be forwarded immediately to:

Affirmative Action Office
Department of the Treasury
State House
CN 209
Trenton, NJ 08425-0209

The Owner may extend, in a particular case, the allowable time for submitting the initial form to no more than fourteen (14) days.

Contractor's must require their subcontractors (except subcontractors with four (4) or less employees) to agree to the mandatory provisions of IB 22.2.

IB 22.5 SUBCONTRACTORS

All provisions of this section IB 22 shall apply to subcontractors, except that subcontractors with less than five (5) employees need not submit and obtain the approval of the State Treasurer for an affirmative action program. The Owner will not approve any subcontract for a subcontractor having five (5) or more employees, in accordance with the provisions of General Condition 26, unless the subcontractor has in effect an affirmative action program approved by the State Treasurer.

IB 22.6 FEDERAL CIVIL RIGHTS COMPLIANCE

The Contractor shall comply with Title IV of the Civil Rights Act of 1964, as amended (42 USC 2000d-2000d-4) and Executive Orders 11246 and 11375, as amended, and specifically to the following equal opportunity clause:

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

1. The Contractor will not discriminate against any employment because of race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants discrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September

24, 1965, and of the rules and regulations and relevant orders, and amendments of the foregoing, of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules and regulations and orders and amendments of the foregoing, of the Secretary of Labor, and will permit access to his books, records and accounts by the Government and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations and orders. The Contractor must submit to the Owner the Standard Form 257 Monthly Employment Utilization Report included in the Contract Specifications.

6. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order, and amendments of the foregoing, of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs 1 through 6 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Sections 204 and/or 303 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Government may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event that the Contractor becomes involved in, or is threatened with, litigation with a subcontractor, or vendor, as a result of such direction by the Government, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

The Contractor shall comply with Executive Order No. 11246, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor regulation (41 CFR Chapter 60). The bidder or prospective Contractors and their proposed subcontractors are required to fill out the Certification regarding Equal Opportunity included in the specification prior to the award of Contracts or subcontracts. The form also contains certification that every bidder and their proposed subcontractors will not maintain any facilities for its employees in a segregated manner.

The Local Unit shall (1) comply with the above provisions in construction work carried out by itself, and (2) assist and cooperate actively with the Commissioner, the BOR, and the above mentioned Committee in obtaining the compliance of Contractors and subcontractors with the above Contract provisions with the rules and regulations, and relevant orders of the Committee, (3) obtain and furnish to the Commissioners, the BOR and to the Committee, such information as they may require for the supervision of such compliance, (4) enforce the obligation of the Contractors and subcontractors under such provisions, rules, regulations, and orders (5) carry out sanctions imposed upon Contractors and subcontractors by the Committee or the BOR, pursuant to Part III, Subpart D, of Executive Order Number 11246 and (6) refrain from entering into any Contract with a Contractor debarred from Government Contracts under Part III, Subpart D, of Executive Order Number 11246.

IB 23 LABOR STANDARDS

The Contractor and all subcontractors shall comply with the Regulations of the Secretary of Labor made pursuant to the Copeland "Anti-Kickback" Act as amended (40 USC 276 c); (18 USC 874).

The Contractor and all subcontractors shall furnish the Owner with weekly Statements of Compliance. In the case of subcontracts, the Contractor shall cause appropriate provisions to be inserted in any subcontracts for the work which he may let to insure compliance with said Anti-Kickback Act by all subcontractors subject thereto, and the Contractor shall be responsible for submission of all Statements of Compliance required of subcontractors by said Anti-Kickback Act, except as the Secretary of Labor may specifically provide for reasonable limitations, variations and exemptions from the requirements thereof. Payroll and Anti-Kickback Statements shall be submitted weekly for each and every subcontractor on the project and shall be submitted on a form equal to Form WH-347.

IB 24 EMPLOYMENT OF ILLEGAL ALIENS

During the performance of this Contract, the Contractor agrees not to employ on such project any alien in the United States in violation of the Immigration and Nationality Act or any other law, convention, or treaty of the United States relating to the immigration, exclusion, deportation or expulsion of aliens.

The Contractor will include the provisions of the preceding paragraph in every subcontract so that such provisions will be binding upon each subcontractor.

IB 25 STATE WAGE RATES

The Contractor shall be responsible for obtaining the current list of rates and familiarizing them self with applicable provisions of the New Jersey Prevailing Wage Act, Chapter 150, of the Laws of 1963 as amended, governing the prevailing rates of wages for workmen who are employed on this project. All provisions of said Wage Act and amendments thereto shall be considered part of this Contract and made a part thereof.

The Bidder does, by submitting the Proposal, declare and represent to the Owner that they are aware of the provisions of said Wage Act with relation to the prevailing rates of wages for workmen to be employed on this project.

The Bidder does also declare and represent that in the event of any re-determination of such prevailing rates at any time before the execution and delivery of the Contract between the Bidder and the Owner for the work of construction of the project, or at any time thereafter, the new rates, if any, will become the applicable minimum rates for work performed thereafter under said Contract. No increase in the Contract price shall be claimed by the Bidder, and no such increase will be granted by the Owner as a result of such re-determination.

IB 26 PREVAILING WAGES

IB 26.1 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 (8) hour working day for laborers, workmen and mechanics and requiring payment of prevailing rates of wages.

If required in this Contract, and so stated in the Notice to Contractors (Advertisement), the Contractor will be required to comply with the provisions of the New Jersey Prevailing Wage Act, the payment of prevailing wages and for the proper documentation of such payments.

The Contractor agrees:

- a. That it will fully comply with all the provisions of Chapter 150 of the New Jersey Laws of 1963, known as the New Jersey Prevailing Wage Act;
- b. That all workmen employed by this Contractor, or by any subcontractors working under this Contractor, shall be paid not less than the prevailing wage rate for the particular craft or trade, in the locality within which the job site herein is located, as determined by the Department of Labor and Industry of the State of New Jersey; and
- c. That in the event it is found that any workman, employed by this Contractor, or by any subcontractor covered by the within Contractor, has been paid a rate of wages less than the prevailing wage required to be paid by such Contract, the Owner may terminate the right of this Contractor or of their subcontractor to (1) proceed with the work, or such part of the work, as to which there has been a failure to pay the required wages, and to (2) prosecute the work to completion or otherwise; and in the event of such termination, the Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

IB 26.2 WAGE RATE DETERMINATION ON FILE

Copies of the Act cited above and of the New Jersey Department of Labor Prevailing Wage Rate Determination for this project are available at the office of the Department of Labor, Division of Workplace Standards; office of Wage and Hour Compliance; Labor Building, Trenton, New Jersey 08625-0389.

IB 26.3 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 made a condition of the Contract to be executed for this project.

IB 27 ACCESS TO THE WORK AND TO CONTRACTOR'S DOCUMENTS

The representative of the Owner and the Department of Labor and Industry shall be afforded access to the work under this Contract whether it is in preparation or progress. The Contractor shall provide proper facilities for such access and inspection.

The Owner, or any of their authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are pertinent to the project for the purpose of making audit, examination, excerpts, and transactions thereof.

IB 28 OPEN CHAMBERS SAFETY BARRICADES. WATCHMEN

The attention of the Contractor is specifically directed to the exacting requirements in connection with the protection of all open chambers and the safety of all persons. Due to the character of the work, the Contractor shall be expected to keep all chambers protected at all times. He shall provide lights at night. Warning signs shall be located where required.

If required by the Owner, the Contractor shall provide personnel for the sole purpose of insuring the safety of persons other than his own employees, by directing traffic, issuing warnings,

resetting barricades, etc. If deemed necessary by the Owner, the Contractor shall be required to have a watchman present at night in particularly hazardous locations.

IB 29 EMPLOYMENT OF VETERANS

The Contractor agrees to provide certification that special consideration, consonant with existing applicable collective bargaining agreements and practices, shall be given to the employment on the project of qualified disabled veterans as defined in 38 USC 2011 (1), and to qualified Vietnam-era veterans, as defined in 38 USC 2011 (2) (A).

IB 30 PROJECT RECORDS

The Contractor shall establish, maintain, and preserve and require each of its subcontractors to establish, maintain, and preserve property management, project performance financial management payrolls, and reporting documents and systems, and such other books, records, and other data pertinent to the project as the Government may require. While such records shall be retained for a period of three (3) years following receipt of final payment by the Owner, detailed exceptions are stated in 13 CFR 309.9.

IB 31 NON-SEGREGATED FACILITIES

- (a) A certification of Non-segregated Facilities, as required by the May 9, 1967 order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of subcontract exceeding \$10,000.
- (b) Contractors receiving subcontract awards exceeding \$10,000 will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000.

The successful bidder and all subcontractors shall deliver to each labor union or other organization of workers for whose membership employees will be hired, the "Notice to Labor Unions or Other Organizations of Workers". Each Contractor and subcontractor must also sign and submit to the Owner, for retention, a copy of the Non-segregated Facilities". Copies of the Notice of Labor Unions or Other organizations of Workers, Non-discrimination in Employment", and "Certifications of Non-segregated Facilities" shall be in accordance with the forms which appear on the following pages:

**NOTICE TO LABOR UNIONS OR OTHER
ORGANIZATION OF WORKERS**

NON-DISCRIMINATION IN EMPLOYMENT

To: _____
(Name of Union or Organizations of Workers)

The undersigned currently holds contract(s) with _____

(Name of Applicant)

involving funds or credit of the US Government of (a) subcontract(s) with a prime Contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontractor(s), and in accordance with Executive Order No. 11246, dated September 24, 1965, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation to not discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP, LAYOUT, OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order No. 11246.

Copies of this Notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(Contractor or Subcontractor)

(Date)

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES

A certification of Non-segregated Facilities, as required by the flay 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding. \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date _____

Signature of Bidder or Prospective Contractor

Address (including Zip Code)

IB 32 INTEREST OF OTHER PARTIES

No member of, or delegate to, the Congress of the United States of America or Resident Commissioner, shall be admitted to any share or part of this contract, subcontract or to any benefit to arise therefrom.

No member, officer or employee of the awarding municipality/agency, or its designees or agents, no member of the governing body of the locality in which the project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project activity

LOBBYING CERTIFICATION

The undersigned representative, for the specified contracting firm, certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards.

BY: _____

NAME: _____

NAME OF CONTRACTING FIRM

GENERAL CONDITIONS

Table of Contents

GENERAL CONDITIONS	4
GC 1 HEADINGS	4
GC 2 NUMBERING OF SECTIONS	4
GC 3 DEFINITIONS	4
GC 4 CONTRACT DOCUMENTS	7
GC 4.1 DESCRIPTION OF CONTRACT DOCUMENTS	7
GC 4.2 SEQUENCE OF PRECEDENCE	7
GC 4.3 OWNERSHIP OF DOCUMENTS	7
GC 5 INTENT OF CONTRACT DOCUMENTS	7
GC 5.1 DESCRIPTION OF COMPLETE PROJECT	7
GC 5.2 DOCUMENTS ARE COMPLEMENTARY	7
GC 6 ADDENDA AND INTERPRETATION (PRE-BID)	7
GC 7 OWNER TO FURNISH PLANS AND SPECIFICATIONS	8
GC 8 CONTRACTOR TO REVIEW PLANS	8
GC 9 WORK TO BE PERFORMED	8
GC 10 QUALITY OF WORK REQUIRED	8
GC 10.1 MATERIALS REQUIRED	8
GC 10.2 EQUIPMENT REQUIRED	8
GC 10.3 WORKMANSHIP REQUIRED	9
GC 10.4 EQUIVALENT MATERIALS AND WORKMANSHIP	9
GC 11 COOPERATION WITH OTHERS	9
GC 11.1 WORK OF OTHER CONTRACTORS	9
GC 11.2 REQUIREMENTS OF OTHER BODIES	9
GC 11.3 DISPUTES CONCERNING NON-COOPERATION	9
GC 12 CONTRACTOR'S PERSONNEL	10
GC 12.1 CONTRACTORS SUPERINTENDENT	10
GC 12.2 CONTRACTOR'S EMPLOYEES	10
GC 12.3 WORK FORCE TO BE SUFFICIENT	10
GC 12.4 CERTAIN EMPLOYMENT PROHIBITED	10
GC 13 CONTRACTOR'S WORKING FACILITIES	10
GC 13.1 WORKING SITE-ADDITIONAL RIGHTS OF WAY	10
GC 13.2 TEMPORARY UTILITIES	11
GC 13.3 SANITARY FACILITIES	11
GC 14 REPLACEMENT OF SURVEY MARKERS	12
GC 15 USE OF COMPLETED SECTIONS OF THE WORK	12
GC 16 FINAL CLEANING UP	12
GC 17 ENGINEER'S STATUS DURING CONSTRUCTION	12
GC 18 RESIDENT PROJECT REPRESENTATIVE	13
GC 18.1 FIELD OBSERVER	13
GC 18.2 CLERK OF THE WORKS	14
GC 19 ENGINEER'S DECISIONS AND ORDERS	14
GC 19.1 WORK TO SATISFY ENGINEER	14
GC 19.2 CLARIFICATION AND INTERPRETATIONS (POST BID)	14
GC 19.3 ENGINEER TO DECIDE PAYMENT DISPUTES	14
GC 20 ENGINEER'S FIELD OFFICE	15
GC 21 INSPECTION AND TESTING PROCEDURES	15
GC 21.1 THOROUGH INSPECTION REQUIREMENT	15
GC 21.2 ACCESS TO THE WORK	15
GC 21.3 COVERING UNINSPECTED WORK	15
GC 21.4 UNCOVERING COMPLETED WORK	15
GC 21.5 ORDERING MATERIALS	16
GC 21.6 TESTING MATERIALS	16
GC 21.7 CERTIFICATES OF MANUFACTURERS	16
GC 22 CONTROL OF THE WORK	16
GC 22.1 UNAUTHORIZED OR DEFECTIVE WORK	16
GC 22.2 SUSPENSION OF WORK	17
GC 22.2A SUSPENSION OF WORK - CONTRACTOR AT FAULT	17
GC 22.3 ANNULMENT OF CONTRACT	18

GC 22.4 SUB-CONTRACTORS OR ASSIGNMENTS	18
GC 22.5 LEGAL ADDRESS OF CONTRACTOR	20
GC 23 CONTRACT CHANGES	20
GC 23.1 CHANGES IN ESTIMATED QUANTITIES	20
GC 23.2 SUPPLEMENTARY AGREEMENTS	21
GC 23.3 CHANGE ORDERS	21
GC 23.4 SUPPLEMENTARY DRAWINGS	22
GC 23.5 EXTENSIONS OF TIME	22
GC 24 SHOP AND SETTING DRAWINGS	22
GC 25 CONSTRUCTION PHOTOGRAPHS	23
GC 26 PROSECUTION OF THE WORK	23
GC 26.1 BEGINNING WORK	23
GC 26.2 PROGRESS SCHEDULE	23
GC 26.3 JOB MEETINGS	23
GC 27 PUBLIC RELATIONS AND SAFETY	24
GC 27.1 PUBLIC SAFETY	24
GC 27.2 MAINTENANCE AND PROTECTION OF TRAFFIC	24
GC 27.3 CLOSING WORK AREAS TO PUBLIC USE	25
GC 27.4 INADEQUATE PRECAUTIONS BY THE CONTRACTOR	25
GC 27.5 MAINTENANCE OF DRAINAGE	25
GC 27.6 EMERGENCIES	26
GC 28 PUBLIC UTILITIES - SUBSURFACE STRUCTURES	26
GC 29 RESPONSIBILITY OF CONTRACTOR	27
GC 29.1 RESPONSIBILITY FOR WORK	27
GC 29.2 RESPONSIBILITY FOR DAMAGES AND CLAIMS	27
GC 29.3 CONTRACTOR ASSUMES ABSOLUTE LIABILITY	28
GC 29.4 INSURANCE REQUIREMENTS	28
GC 30 LIENS AND CHATTEL MORTGAGES	30
GC 31 RIGHT OF PROPERTY IN MATERIALS	30
GC 32 PATENTS, ROYALTIES AND LICENSES	31
GC 33 CLAIMS AND PROTESTS	31
GC 34 PAYMENT	31
GC 34.1 MEASUREMENT OF QUANTITIES	31
GC 34.2 ADJUSTMENT OF ESTIMATED QUANTITIES	31
GC 34.3 SCOPE OF PAYMENTS	31
GC 34.4 PAYMENTS AND ACCEPTANCE	32
GC 34.5 PAYMENT AMENDMENTS PER PUBLIC LAW 1979	33
GC 34.6 WITHHOLDING PAYMENTS	34
GC 35 GUARANTY (MAINTENANCE) BOND	34
GC 36 SURFACE REPAIR GUARANTEE	35
GC 37 ACCEPTANCE OR PAYMENT NOT A WAIVER	35
GC 38 FINAL PAYMENT TERMINATES OWNER'S LIABILITY	35

GENERAL CONDITIONS

GC 1 HEADINGS

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

GC 2 NUMBERING OF SECTIONS

The sections herein and in other parts of these Contract Documents are numbered in two parts; the first part, a capital block letter or letters, designates the general portion of the contract documents as follows:

LC	Legal Notice to Contractors (Advertisement)
P	Proposal
IB	Instructions to Bidders
GC	General Conditions
SP	Special Conditions
SSS	Standard and Supplementary Specifications

The second part, an Arabic numeral, denotes the page number of the section.

GC 3 DEFINITIONS

Whenever in these Contract Documents the following terms and abbreviations or pronouns in place of them are used their intent and meaning shall be interpreted as follows:

"ABBREVIATIONS"-

"AASHTO" American Association of State Highway & 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

"N.J.D.O.T." - New Jersey Department of Transportation

"N.J.D.O.T. Specifications:" - N.J.D.O.T. Standard Specifications for Road and Bridge Construction, latest revision

"L.S." - Lump Sum

"EA.", - Each

"L.F." - Lineal Feet

"C.Y." - Cubic Yard

"S.F." - Square Feet

"S.Y." - Square Yard

"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 Owner authorizing an addition, deletion or revision of the work, or an adjustment of the contract amount or contract time.

"CLERK" - The clerk of the governing body if the Owner be a County or Municipality.

"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," "Plans," "Specifications," "Performance Bond," and "Notice to Bidders," also any and all supplemental agreements which reasonably could be required to complete the construction of the work in a substantial and acceptable manner.

"CONTRACTOR" - Party of the second part to the contract, acting directly through his agents or employees.

"CONTRACT DOCUMENTS" - The Contract, Notice to Bidders, Proposal, Instruction to Bidders, General Conditions, Special Provisions; Specifications, Standard and Supplementary; Drawings, Addenda and Modifications.

"CONTRACT PRICE" - The total moneys payable to the Contractor under the Contract Documents.

"CONTRACT TIME" - The number of calendar days stated in the Contract for the completion of the work.

"COUNSEL" - The person or firm holding the position or acting in the capacity of legal counsel for the Owner in the performance of the work contemplated.

"ENGINEER" - Whenever the word Engineer is used in reference to the work or any part thereof in these specifications of the Contract, it shall be understood to apply and refer to the professional engineering representative of the Owner, duly authorized to represent the Owner in the execution of the work covered by the Specifications 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.

"MODIFICATION" - (a) a written amendment of the Contract Documents signed by both parties, or (b) a change order, or (c) a written clarification or interpretation issued by the Engineer.

"OWNER" - A public body or authority, association, partnership, corporation or individual for whom the work is to be performed; the party of the first part in the Contract.

"PERFORMANCE BONDS" - The approved form of security furnished by the Contractor and his Surety as a guaranty of good faith on the part of the Contractor to execute the work in accordance with the terms of the Specifications and Contract.

"PERSONAL INJURY" - Shall be interpreted to mean "Bodily Injury" for insurance coverage purposes.

"PLANS" - All drawings, or reproductions of drawings, pertaining to the construction of the project.

"PROJECT" - The design or scheme used and set forth on the plans and to be carried out by the Specifications in order to complete the work in a manner satisfactory to the Engineer.

"PROJECT REPRESENTATIVE" - An Authorized representative of the Owner assigned, under the supervision of the Engineer, to the observation of the work.

"PROPOSAL" - The approved prepared form on which the Bidder will or did submit his, their or its prices for the work contemplated.

"PROPOSAL SECURITY" 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 Owner 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.

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

"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 to the quantities and qualities of materials to be furnished under the contract.

"SUBCONTRACTOR" - 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.

"SUBSTANTIAL COMPLETION" - The date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with paragraphs herein before.

"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 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, legal holidays, 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.

GC 4 CONTRACT DOCUMENTS

GC 4.1 DESCRIPTION OF CONTRACT DOCUMENTS

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

GC 4.2 SEQUENCE OF PRECEDENCE

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

1. Contract Agreement
2. Addenda, Bulletins, Changes of Plan
3. Details
4. Plans (Drawings)
5. Supplementary Specifications
6. Special Conditions
7. Standard Specifications
8. General Conditions
9. Instructions to Bidders

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

GC 4.3 OWNERSHIP OF DOCUMENTS

All Contract Documents and copies thereof are furnished by the Engineer 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 Engineer. They shall not be used in connection with any other project.

GC 5 INTENT OF CONTRACT DOCUMENTS

GC 5.1 DESCRIPTION OF COMPLETE PROJECT

It is the intention of the Contract Documents to describe a complete project to be constructed in accordance with all the requirements herein notwithstanding that each and every item required may not be shown on the drawings or mentioned in the specifications. The Contract Documents comprise the entire agreement between the Owner and the Contractor and may be amended or added to only as herein described.

GC 5.2 DOCUMENTS ARE COMPLEMENTARY

The Contract Documents are complementary; they are to be considered as an 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.

GC 6 ADDENDA AND INTERPRETATION (PRE-BID)

All Addenda and interpretations issued by the Engineer during pre-bid shall become part of the

Contract Documents.

GC 7 OWNER TO FURNISH PLANS AND SPECIFICATIONS

The Owner will furnish or cause the Engineer to furnish the Contractor with one (1) complete sets of Plans (paper prints) and one (1) complete sets of other Contract Documents after the execution of the contract agreement. Additional sets of plans or Contract Documents will be furnished the Contractor upon application, at the cost of reproduction.

When plans are revised or supplemental drawings are prepared, one copy of such revisions or supplements shall also be furnished to the Contractor for inclusion with the previously issued plans.

GC 8 CONTRACTOR TO REVIEW PLANS

The Contractor shall be assumed to have reviewed all plans, drawings, details and schedules for conflicts or discrepancies and 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 plans and Contract Documents during the preparation of his Proposal and to have been aware of and have made allowances therein for any such discrepancies; consequently, no additional compensation on account of any such discrepancies will be due the contractor in excess of the amounts scheduled in the Proposal.

GC 9 WORK TO BE PERFORMED

The Contractor shall furnish miscellaneous materials not specifically stated herein, and the supervision, labor, tools, equipment, and transportation and shall execute, construct, and finish in an expeditious, substantial and workmanlike manner, to the satisfaction of the Engineer and the Owner, all of the work required for the project in accordance with the plans as prepared by the Engineer.

GC 10 QUALITY OF WORK REQUIRED

GC 10.1 MATERIALS REQUIRED

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

Unless otherwise provided, all materials shall be new and shall be of domestic manufacture. 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. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

GC 10.2 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 which, because of its weight or dimensions, will cause damage to public or private property shall be allowed.

GC 10.3 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.

GC 10.4 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.

GC 11 COOPERATION WITH OTHERS

GC 11.1 WORK OF OTHER CONTRACTORS

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

GC 11.2 REQUIREMENTS OF OTHER BODIES

Certain work to be done incidental to this contract may be required by persons, municipalities or bodies other than the Owner. Plans, specifications or other available detailed information, such as is in the possession of the Owner, will be placed on file for the bidder's reference.

All such filed data, if any, is only for the guidance of the Contractor. who may use such data at his discretion. No responsibility is assumed by the Owner, 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 Owner. The work may include, but shall not be restricted to, replacement of sidewalks, curbs, pavement or utilities, as well as other incidental work required to complete the Contract.

GC 11.3 DISPUTES CONCERNING NON-COOPERATION

It is agreed that, in the event of disputes arising as to possible or alleged interference 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 is occasioned by the Contractor or by any of his subcontractors or agents of by the Owner. Such decision of the Engineer shall be binding and conclusive on any party to the Contract.

GC 12 CONTRACTOR'S PERSONNEL

GC 12.1 CONTRACTORS SUPERINTENDENT

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.

GC 12.2 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 Engineers instruction, or who is disorderly, shall be removed from the project and shall not be again employed on the project without the Engineer's consent.

GC 12.3 WORK FORCE TO BE SUFFICIENT

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

GC 12.4 CERTAIN EMPLOYMENT 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 Owner who are, or have been, employed by the Owner during the period of this contract, without written consent of the Owner.

GC 13 CONTRACTOR'S WORKING FACILITIES

GC 13.1 WORKING SITE-ADDITIONAL RIGHTS OF WAY

The Owner will provide land, easements or rights-of-way for the work within the limits designated on the plans. The Contractor shall not enter or occupy any land outside the limits so designated on the plans without first obtaining 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 owner 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 plans. 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 for the construction work.

The provisions of this section apply to rights-of-way acquired from private owners and to rights-of-way owned by the State, County, or Municipality for streets or other public thoroughfares. In these areas, the Contractor shall comply with the following:

1. No equipment or material shall be placed outside of the right-of-way without the express

permission of the property owner.

2. It is the intent of this Contract to protect and save where practical, trees, shrubs, etc., where it is absolutely necessary to remove trees within the rights-of-way, the Contractor shall notify the State, County, or Municipality in writing, at least seven days prior to the date of removal. Where individual property owners have placed shrubs, flowers, etc., within the rights-of-way, lines and removal is absolutely necessary, the Contractor shall notify the property owner in writing at least seven days prior to the date of said removal. When such notification has been given, replacement shall be the responsibility of the Contractor.
3. Where property owners maintain a mailbox within the road rights-of-way in accordance with post office requirements, the Contractor shall protect and/or immediately replace all mailboxes damaged by him.
4. The Contractor shall limit his equipment to the paved and/or shoulder area within the traveled rights-of-way. Unless absolutely necessary, the Contractor shall refrain from operating equipment either willfully or carelessly, on lawns, or private driveways.

It is the intent of the above section to limit the Contractor to normal work areas necessary for the construction and to eliminate unnecessary damage to other areas within the road rights-of-way.

The Contractor's attention is called to the following special requirements for all construction in or along streets, roads, or public thoroughfares:

1. The Contractor shall conduct his work to limit the length of time between opening up a street and restoring it to its original condition. Length of trench opening shall be governed by the Specifications, or by the applicable rules, regulations, or requirements of the State, County, or Municipality having jurisdiction if the latter are more restrictive.
2. Vehicular traffic must be maintained on all roads. Roads may be blocked off during construction hours only, with the express permission of the Governing Body. Where two or more work crews are used, operations must be scheduled to prevent isolation of any areas.
3. The Contractor shall not operate any valve or hydrant utilized in any public water system without the express permission of the licensed operator responsible for said water system. This restriction shall not apply to the Contractor's actions in the event of an emergency.
4. Where it is necessary to block a residential driveway, the Contractor shall notify the homeowner at least twenty-four (24) hours prior to the event.

GC 13.2 TEMPORARY UTILITIES

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 when or where there is not sufficient daylight.

GC 13.3 SANITARY FACILITIES

The Contractor shall provide and maintain in a strictly sanitary manner and at his own expense, 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.

GC 14 REPLACEMENT OF SURVEY MARKERS

When any monument, whether a stone, concrete, wood or metal or a mark on a structure, designating the line of the streets or highway or of private property, is in the line of any excavation or other construction work, and may have to be removed, the Contractor shall notify the Engineer in writing at least twenty four (24) hours in advance. Under no circumstances shall such monument be removed or disturbed by the Contractor or by any of his men without the permission of the Engineer. Should any such monument, before the Engineer has had the opportunity to provide the replacement, be destroyed through accident or neglect, the Contractor will be required, at his own expense to employ a surveyor, acceptable to the Engineer, to re-establish such points and will replace same at least equivalent to their original condition.

GC 15 USE OF COMPLETED SECTIONS OF THE WORK

The Engineer may order completed or partially completed but previously unused portions of the work to be placed in operation prior to the acceptance of the entire project. Unless otherwise provided herein, the maintenance of such sections of the project shall be the responsibility of the Owner who shall also be responsible to the Contractor for any additional costs occasioned by such opening. The Engineer shall, 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.

GC 16 FINAL CLEANING UP

Before the final acceptance of the work, the Contractor shall remove all equipment, temporary work, unused and useless materials, rubbish and temporary buildings, shall repair or replace in an acceptable manner any private or public property which may have been damaged or destroyed on account of the prosecution of the work, shall fill all depressions and water pockets on public or private property caused by his work, shall clean all obstructions from waterways 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.

GC 17 ENGINEER'S STATUS DURING CONSTRUCTION

The Engineer shall be the Owner's representative during the construction period. All instructions of the Owner 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 as experienced and qualified design professional, the Engineer shall keep the Owner informed of the progress of the work, and will endeavor to guard the Owner against defects and deficiencies in the completed work.

Neither the Engineer's authority to act under this section, nor any decision made by him in good faith, either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any sub-contractor, any of their agents or employees, or any other person performing any of the work.

The Contractor recognizes that the function of the Engineer is to represent the owner and to obtain for the Owner the best possible job. The Contractor and any sub-contractor waive any claim against the Engineer and any employee or agent of the Engineer, whether in tort or contract arising out of any acts or failure to act of the Engineer or any employee, or work, duty or function of the Engineer under this Contract, and whether expressed or implied delegation to the Engineer or assumed by the Engineer, including, but not limited to claims for (a) failure to coordinate the work, (b) approval or failure to approve subcontract or sub-contractor, (c) any recommendation, certification, or approval or failure to recommend, certify or approve any change order, field order, schedule, payment, claim for delay or any other claim, (d) any error or discrepancy in the Plans, lines, grades, specifications, and other Contract Documents or any exercise of or failure to exercise discretion in approving or failing to approve any changes in the same, (e) any order, direction, approval, instruction, or recommendation or failure to order, direct, approve, instruct or recommend any action, operation, charge, test, method, material, or repair, (f) any furnishing or approving or failure to furnish or approve any drawings, cut sheet, direction, instruction, or material, (g) and loss or damage due to delay or any other cause whatsoever, and (h) any observation or failure to observe.

GC 18 RESIDENT PROJECT REPRESENTATIVE

If one or more Resident Project Representatives are provided by the Owner and/or the Engineer, his or their efforts will be directed toward providing assurances for the Owner that the completed project will conform to the requirements of the Contract Document, but he or they will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

Resident Project Representatives shall consist of Field Observer(s), or Clerk(s) of the Works, or both.

GC 18.1 FIELD OBSERVER

The Field Observer shall observe the work performed by the Contractor to the extent that his time permits. It is stipulated that observation of each and every item of the work is not contemplated for the following reasons:

1. It is not contemplated that sufficient Field Observers will be assigned to enable observations of each and every item of the work.
2. Where a Field Observer is observing a portion of the work, he may be required to leave the construction site for conferences, telephone calls, and/or other reasons.

The duties, responsibilities and limitations of authority of a Field observer are as follows to the extent his time permits:

1. He shall, where possible, measure and obtain all quantities necessary to verify the amounts to be used in partial and final payments to the Contractor. Said actions shall not relieve the Contractor of his responsibility for measuring and computing the quantities required for said payments as specified in the Contract Documents.
2. He shall, where possible, locate all new construction on the Contract Plans. Said actions

shall not relieve the Contractor of his responsibility in accordance with the section in the General Conditions entitled, "Ownership and Copies of Documents: Record Documents".

3. He shall notify, where possible, both the Contractor and the Engineer of all instances where, in his opinion, the work is contrary to the requirements of the Contract Documents. If the Contractor does not immediately discontinue and correct the improper performance of the work upon verbal notice of the Observer, the Observer shall, in writing, notify the Contractor or his representative in charge of the work at the site that the said work in question and/or subsequent work performed over the improper work cannot be approved for payment. The Engineer shall receive a copy of said written notification and said notification shall be a reason for the Engineer not to approve payment for the improper work, until said work is corrected. Said actions or lack of actions shall not relieve the Contractor of his responsibility to perform all work in accordance with the Contract Documents.
4. He will not direct nor be responsible for the construction means, methods, techniques, sequences or procedures or the safety precautions thereto.
5. He will not direct nor be responsible for the direction of traffic and/or pedestrians.

GC 18.2 CLERK OF THE WORKS

The Clerk of the Works shall compile and tabulate the necessary quantities required for verification of partial or final payments, shall process correspondence, reports, etc., to and from Field Observers, and shall participate in conference relative to the construction.

The Clerk of the Works shall maintain a continuous tabulation of all quantities with particular attention to variable quantities, (rocks, unsuitable material, piles, etc.). Whenever the tabulation indicates that the quantities encountered will vary from the quantities stated in the Proposal (excluding minor variations), he shall notify the Owner, the Contractor, and the Engineer of said situation. The purpose of the notification is to keep all parties informed of the status of the Contract, and if necessary, to enable the Owner to authorize additional quantities based on the conditions encountered.

The Clerk of the Works shall be clerical/office position only. If the person(s) designated Clerk of the Works is or are on or near the actual construction his or their duties, responsibilities, and limitations of authority shall be as defined for Field Observers.

GC 19 ENGINEER'S DECISIONS AND ORDERS

GC 19.1 WORK TO SATISFY 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.

GC 19.2 CLARIFICATION AND INTERPRETATIONS (POST BID)

The Engineer shall issue, with reasonable promptness, such written clarification or interpretations of the plans 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.

GC 19.3 ENGINEER TO DECIDE PAYMENT DISPUTES

The Engineer shall determine the amount and quality of the work performed and of the 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 of any question that may arise, shall be a

condition precedent to the right of the Contractor or to the right of the Owner to withhold amounts due.

GC 20 ENGINEER'S FIELD OFFICE

On all projects where the item "Engineer's Field Office" is scheduled in the proposal, the Contractor shall provide a field office for the exclusive use of the Engineer and Inspectors, meeting the minimum requirements hereinafter set forth in the Supplementary Specifications. Such a field office shall be made available, fully equipped, within ten (10) days of starting work on the project and shall be maintained a minimum of thirty (30) days and maximum of ninety (90) days following final acceptance of the work.

GC 21 INSPECTION AND TESTING PROCEDURES

GC 21.1 THOROUGH INSPECTION REQUIREMENT

The Owner contemplates and will require, and the Contractor agrees to, the most thorough possible inspection of the work at all times by the Owner, the Engineer, 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.

GC 21.2 ACCESS TO THE WORK

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

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

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 owner thereof shall be deemed an agent of the Contractor with respect to the obligation assumed thereof. 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.

GC 21.3 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 Engineer and such work is not subject to testing and approval by the Engineer, it shall 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.

GC 21.4 UNCOVERING COMPLETED WORK

The Engineer, with the approval of the Owner, may order the uncovering of any completed portion of the work at any time prior to acceptance regardless of the degree of inspection initially provided and regardless of any prior approvals. If, 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 Owner. If such uncovered work does not meet the requirements of the Contract Documents, then all expenses involved, including the correction of all deficiencies in the work, shall be borne by the Contractor.

GC 21.5 ORDERING MATERIALS

Before ordering materials, the Contractor shall obtain the Engineer's approval of their acceptability. In the case of concrete aggregate, the 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 used, and storage place of such materials, and must forward to the Engineer copies of any shipping lists, invoices or delivery slips that accompany such deliveries.

GC 21.6 TESTING MATERIALS

Except as may be provided elsewhere, tests or analyses 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 Owner. The preliminary testing of concrete mixtures and tests or analyses of other materials, samples of which are to be submitted prior to delivery, will also be performed by the laboratory and paid for by the Owner. 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 Owner will furnish necessary sampling equipment and containers, and transport all samples from the site to the laboratory.

If the Engineer orders sampling and analyses 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 Owner will bear the reasonable costs of sampling, transportation, tests and analyses if the material is found to be sound and conforming to the specifications. The Contractor shall bear all costs, if the material is found to be non-conforming to the specifications.

GC 21.7 CERTIFICATES OF MANUFACTURERS

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

GC 22 CONTROL OF THE WORK

GC 22.1 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 his subcontractors or employees, or through action of fire or the weather or any causes, shall be removed immediately and new materials or work substituted therefore without delays by the Contractor.

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

If the Engineer deems it not expedient 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.

GC 22.2 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 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 manner 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 by opening ditches, shoulder drains, etc., and erect temporary structures where necessary. The Contractor may not suspend the work without written authority.

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.

When work is suspended as herein provided, payments for completed portions of the work will be made as hereinafter provided for normal progress payments and a suitable extension of time for completing the suspended work will be made. No other compensation or allowance will be made on account of such suspension unless it be for more than fifteen (15) days.

Should the suspension exceed fifteen (15) days, and should the Contractor have additional expenses on account thereof he shall have the right to file with the Owner a statement of such additional expenses and if the Owner deems such statement proper, the Contractor will be reimbursed thereof, provided:

1. That the statement of additional expenses is filed within fifteen (15) days of the conclusion of the period of suspension in question;
2. That the statement of additional expense includes no charges occurring during the first fifteen (15) days of any suspension, and
3. That no charges are made by the Contractor for any work performed during the period of suspension.

If the period of suspension exceeds one (1) year, the Owner will, upon the request of the Contractor, annul the Contract as hereinafter provided.

GC 22.2A SUSPENSION OF WORK - CONTRACTOR AT FAULT

The Owner shall have the right to suspend the work wholly or in part, 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 should become necessary to stop the work, the Contractor shall, at the Contractor's expense, repair all streets, sidewalks, etc. that have been excavated so that they are in such a condition that the traveling public may safely pass. All materials shall be stored so as not to obstruct or impede traffic.

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

GC 22.3 ANNULMENT OF CONTRACT

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 shall not be dismissed within twenty (20) days after such appointment, or the proceedings in the connection therewith shall not be stayed on appeal within the said (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 before 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 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 and all materials and equipment on the ground as may be suitable and acceptable of and may enter into an agreement with another or others for the completion of said Contract, according to the terms and provisions thereof, or use such other methods as, in the Owner's opinion, shall be required for the completion of said Contract in an acceptable manner.

Should the Owner so elect to take the prosecution of the work out of the hands of the said Contractor, all right, title, and interest in and to the equipment and materials owned by the Contractor and used in the execution of the Contract, shall be vested in the Owner, and on completion of the said Contract, the Owner may dispose of the same in the manner that to it may be deemed in the best interest of the parties concerned.

All costs and charges incurred by the Owner, together with the costs of completing the work under Contract, shall be deducted from the moneys due or which may become due or which may become due said Contractor. In case the expense so incurred by the Owner shall be less than the sum which would have been payable under the Contract, if it had been completed by said Contractor, then the said Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the Contract then the Contractor and his surety shall be liable and shall pay to the Owner the amount of said excess.

GC 22.4 SUB-CONTRACTORS OR ASSIGNMENTS

1. General Contractor (Prime)

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract, or of his right, title or interest therein, or such Contract to any other person, company, or corporation without the previous consent in writing of the Owner, and he shall not assign, whether by power of attorney or otherwise, the moneys to become payable under this Contract

unless by and with like consent. If the Contractor shall, without such previous written consent, convey, sublet, or otherwise dispose of this contract or his right, title, or interest therein, or any part thereof, or his power to execute this Contract to any other person, company, or corporation, this Contract may at the option of the Owner, be revoked and annulled and the Owner shall thereupon be relieved and discharged from any and all liability and obligations growing out of this Contract to the Contractor and to the person, company, or corporation to whom he shall assign, transfer, convey, sublet or otherwise dispose of the same; and the Contractor and his assigns, transferee, or sublessee, shall forfeit and lose all moneys thereto earned under this Contract, except so much as may be required to pay his employees; and no right under this Contract, or to any money to become due hereunder shall be asserted against the Owner, at law or in equity, by reason of any so-called assignment of this Contract or any part thereof or of any moneys to grow due thereunder unless authorized as aforesaid by written consent of the Owner, provided that nothing contained herein shall be construed to hinder, prevent, or affect an assignment by the Contractor for the benefit of his creditors made pursuant to the laws of the State of New Jersey.

2. Sub-Contractors, Etc.

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or bid on any portion thereof, or of the work provided for therein, or of his title, right, or interest therein to any person, firm, or corporation without the written consent of the Owner.

Prior to the execution and delivery of the Contract, the successful bidder shall submit to the Owner for acceptance a list of the names of sub-contractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for those portions of the work as to which the identity of the sub-contractors and other persons and organizations must be submitted as specified in the Contract Documents. Prior to the execution and delivery of the Contract, the Counsel will notify the successful Bidder, in writing, if either the Owner, the Engineer, or the Counsel, after due investigation, has reasonable objection to any subcontractor, person, or organization on such list. The failure of the Owner, the Engineer, or the Counsel to make objection to any subcontractor, person, or organization on the list prior to the execution and delivery of the Contract shall not constitute a waiver of any right to reject defective work, material, or equipment not in conformance with the requirements of the Contract Documents.

If, prior to the execution and delivery of the Contract, the Owner, the Engineer, or the Counsel has reasonable objection to and refuses to accept any sub-contractor, person, or organization on such list, the successful Bidder, may, prior to the execution and delivery, either (a) submit an acceptable substitute without an increase in his bid price, or (b) withdraw his bid and forfeit his bid security. If, after the execution and delivery of the Contract, the Owner, the Engineer or the Counsel refuses to accept any subcontractor, person, or organization on such list, the Contractor shall submit an acceptable substitute and the Contract price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued; however, no such increase in the Contract Price shall be allowed in respect of any substitution unless the Contractor has acted promptly and reasonably in submitting a name with respect thereto prior to the execution and delivery of the Contract.

The Contractor will not employ any sub-contractor (whether initially or as a substitute) against whom the Owner, the Engineer, or the Counsel may have reasonable objection, nor will the Contractor be required to employ any sub-contractor against whom he has reasonable objection. The Contractor shall not make any substitution for any sub-contractor who has been accepted by the Owner, the Engineer, or the Counsel unless the Owner determines that there is

good cause for doing so.

The Contractor shall be fully responsible for all acts and omissions of his sub-contractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the Owner, the Engineer, or the Counsel or any obligation on the part of the Owner, The Engineer, or the Counsel to pay or to acc to the payment of any moneys due any sub-contractor, except as may otherwise be required by law. The Owner may furnish to any sub-contractor, to the extent of practicability, evidence of amounts paid to the Contractor on account of specific work done in accordance with the schedule of values.

The division and sections of the Specifications and identifications of any drawings shall not control the Contractor in dividing the work among sub-contractors or delineating the work to be performed by any trade.

The Contractor agrees to specifically bind every subcontractor to all of the applicable terms and conditions of the Contract Documents. Every sub-contractor, by undertaking to perform any of the Work, will thereby automatically be deemed to be bound by such terms and conditions.

The Contractor will be required to perform a minimum of fifty percent (50%) of the money value of the work of the Contract with his forces. Requests for a sub-contractor or combination of sub-contractors totaling more than fifty (50%) percent of the money value of the work of the Contract shall not be considered by the Owner.

GC 22.5 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, or 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 or an instrument in writing executed and acknowledged by the Contractor and delivered to the Owner. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

GC 23 CONTRACT CHANGES

GC 23.1 CHANGES IN ESTIMATED QUANTITIES

In entering this Contract, the Contractor agrees that the quantities of work as stated in the Proposal or indicated on the drawings are only approximate and that during the process of the work the Engineer may find it advisable to, and he shall have the right to omit portions of the work or to increase or decrease the quantities. The Contractor agrees to accept payment for the actual amount of work performed under each item as measured in place by the Engineer.

The Contractor agrees that he will not make claim for anticipated profits or loss of profits, because of any difference between the quantities of the various items of work as measured in place by the Engineer and the said estimated quantities.

The Contractor will not be entitled to payment and hereby agrees that he will not be entitled to payment for any increase in the quantities estimated unless ordered or authorized in writing and signed by the Engineer, and approved by the Owner.

GC 23.2 SUPPLEMENTARY AGREEMENTS

If it is found necessary to have any work executed beyond that covered by the items of work in the Contract, the Contractor hereby agrees to execute the same in as diligent 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 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 Owner as follows:

1. Be 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 such combination of unit prices is possible, then by unit prices or by a lump sum mutually agreed upon by the Owner and the Contractor; or
3. If the supplementary work is performed by sub-contract, and the amount of such subcontract be verified as reasonable by the Engineer, then the Contractor shall be paid the amount of such subcontract plus ten percent (10%) as full compensation, 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 done 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%) shall be considered as covering administration, general superintendent, profit and all other expenses not included in the new cost, and the Engineer's determination and certificate of such cost when approved by the Owner shall be binding and conclusive on the Contractor, and the Engineer shall be deemed the arbiter to determine the cost of such work. It is understood that before any work is started, or materials are ordered, the rate to be paid for labor, materials, equipment rental and all other unit costs applicable to the work, and the number and kind of laborers, quantities of material, type of equipment or appurtenances to be used in initiating and continuing the work shall be mutually agreed to by the Contractor and the Engineer and the Contractor shall make no changes in the labor, materials, equipment, supplies and appurtenances without prior written approval of the Engineer.

Prices paid by the Contractor shall be at current local rates and payment to the Contractor will be made by the Owner 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 report sheets, and the Contractor shall be paid on the basis of the daily reports signed by the Engineer.

GC 23.3 CHANGE ORDERS

All adjustment of quantities, contract changes, and change orders shall be made in accordance with N.J.A.C. 5:34 et seq. The Contractor should familiarize himself with these regulations, copies of which are available in the office of the Engineer.

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 of 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 combined with the original Contract and the final estimate shall be in accord with this combination.

GC 23.4 SUPPLEMENTARY DRAWINGS

Supplementary drawings may be issued by the Engineer to the Contractor from time to time where the plans require supplementing to explain the work more fully or to show additions or changes which have been ordered by the Owner. These supplementary drawings shall have the same force and effect as any other Contract Documents.

GC 23.5 EXTENSIONS OF TIME

The Contract time may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension at time, his claim shall be in writing, delivered to the Owner, the Engineer and the Counsel within ten (10) days of the occurrence of the event giving rise to the claim. Upon notification of a possible material or equipment delay beyond the control of the Contractor, the Contractor shall immediately advise the Owner and the Engineer of said possible Delay. An extension of time may be granted by the Owner on account of some unusual difficulty, accident or other good and sufficient cause, and by so doing Owner may waive the right to deduct from any subsequent estimates, during the period of any such allowed extension of time, the liquidated damages already provided for, but in any and all such cases or extension of time, the Contractor shall be liable to the Owner for all wages and expenses which said Owner must pay for the inspection of the work or material 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 or bondsmen.

GC 24 SHOP AND SETTING DRAWINGS

The Contractor shall submit with such promptness as to cause no delay in his own work or that of any other contract, a transparent copy of all shop or setting drawings, details, and schedules required for the work; and the Engineer will pass upon them with reasonable promptness. 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 (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 Owner. 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., direct to the Engineer.

The Engineer's approval of shop or setting drawings shall only be construed to apply to general lay-out and conformance 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.

GC 25 CONSTRUCTION PHOTOGRAPHS

Unless otherwise provided, the Contractor, as directed by the Engineer, shall furnish a series of construction photographs taken by an experienced commercial photographer, to show the progress of the work. Photographs shall be taken at such times and locations as ordered by the Engineer. Not less than eight (8) photographs, not more than twelve (12) photographs, taken at regular intervals, shall be taken during each month throughout the duration of the project. Proofs of all photographs shall be provided to the Engineer. Of these proofs, the Engineer shall, monthly, select not less than four (4) nor more than eight (8) for printing. Two (2) glossy prints of each proof selected during each month shall be submitted to the Engineer. Prints for submission shall be not less than eight (8) inches by ten (10) inches in size, mounted on cloth, with a flap for binding, and properly and fully identified as to date, location, etc., by typing on the reverse side.

GC 26 PROSECUTION OF THE WORK

GC 26.1 BEGINNING WORK

The Contractor shall begin work within ten (10) days of the date of mailing of Notice of Contract Award; provided, however, that he shall have executed the Contract, provided all necessary bonds and certificates, given the Engineer due notice of his intentions and received written permission from the Engineer to commence work. Should the Contractor, through his own error or omissions or other delays on his part; fail to begin work within the time specified, he may, at the option of the Owner be declared in default of the Contract.

The place where the work is to be started will be stated in the Special Provisions or will be designated on the ground by the Engineer.

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 the 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.

GC 26.2 PROGRESS SCHEDULE

Prior to beginning work, the Contractor shall submit to the Engineer four copies of a progress schedule for all items of construction. The schedule shall show the sequence of construction operations, the estimated time of installation and completion of each operation and the times of establishment and estimated duration of any traffic relocation's. Such progress schedules shall be subject to the Engineer's approval and the Contractor, once he receives approval of a particular schedule, may not deviate from the same without the permission of the Engineer.

GC 26.3 JOB MEETINGS

The Contractor, his subcontractors, his materialmen 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 such proceedings to the Owner and four (4) to the Contractor for distribution as required.

GC 27 PUBLIC RELATIONS AND SAFETY

GC 27.1 PUBLIC SAFETY

The following shall be performed prior to the commencement of any construction:

1. Notification of State

The Contractor shall notify, by certified mail, the Bureau of Engineering and Safety, Department of Labor and Industry, John Pitch Plaza, Trenton, New Jersey of the starting date, scope, location, Owner, Counsel and Engineer of the work to be performed. Said notice shall include a statement certifying that the contractor and all subcontractors are familiar with and will comply with all applicable laws, regulations, etc., relative to safety, including but not limited to the Worker Health and Safety Act., P.L., 1965, Chapter 154, the Construction Safety Code of the State of New Jersey and the Federal Occupational Safety & Health Act.

B. Notification of Employees

The Contractor shall post the following printed notice in a prominent and easily accessible place(s) at the site(s) of the work. Said notice shall be printed in English, and if any employee cannot read and understand the notice shall be printed in language(s) or word(s) that each employee can read and understand

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

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 allaying of dust whenever the public is affected by such dust. Materials and methods of dust control shall be subject to the approval of the Engineer.

GC 27.2 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, and other warning and danger signals and devices, appropriate and adequate for the specific needs and subject to the Engineer's approval at working sites, closed roads, intersections, open excavations, locations of material storage, standing equipment and other obstructions, at points where the usable traffic

width of the road is reduced, at points where traffic is deflected from its normal courses or lanes, and at other places of danger to vehicular or pedestrian traffic.

The Contractor shall provide sufficient watchmen and traffic directors and shall take all other precautions, including any which may be ordered by the Engineer that may be necessary for the safety of the public and protection of the work.

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 regulations and direction of traffic thereon, and the installation and maintenance of sign and traffic devices.

GC 27.3 CLOSING WORK AREAS TO PUBLIC USE

All streets, intersections, sidewalks, parking areas and all other publicly used portions of the project are to be kept open overnight and on 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 driveways for periods not to exceed eight (8) hours. Property owners affected by such closings shall receive written notice to such closings at least twenty-four (24) hours prior to the start of operations. Copies of such notices shall be provided to the Engineer.

GC 27.4 INADEQUATE PRECAUTIONS BY THE CONTRACTOR

If the Engineer deems the precautions taken by the Contractor to be inadequate he may order additional protection and should the Contractor or his men neglect to put up, provide or maintain such suitable protection as is required by these Specifications, the Engineer or the authorities of the Owner may immediately, and without notice to the Contractor, furnish materials and put up and maintain such protection as is deemed necessary and the cost thereof shall be paid by the Contractor.

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

GC 27.5 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. Ground water shall be lowered and maintained at such elevation that there will be no spring action or flow of water into excavation areas.

Adequate facilities, as approved by the Engineer, shall be provided for the interception of suspended matter from the pump discharge before its disposal into existing drainage facilities. Where well points are to be used the Contractor shall obtain approval of the plans and equipment from the Engineer.

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 services 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.

GC 27.6 EMERGENCIES

In emergencies affecting the safety of persons, public or private property or the work of the project, the Contractor, without specific instructions or authorizations from the Engineer or Owner, 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.

GC 28 PUBLIC UTILITIES - SUBSURFACE STRUCTURES

The Contractor shall secure and pay for all construction permits and licenses and shall pay all governmental and public utility charges and inspection fees necessary for the prosecution of the work except as may be otherwise provided for in the Contract Documents.

The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work. Available information as to the location of existing subsurface structures and utilities have been collected from various sources. The results of such investigations, shown on the Contract Drawings, are not guaranteed as to accuracy since locations indicated on plans are based on mark-outs by respective utilities.

The Contractor's attention is also directed to the fact that the exact location elevation and sizes of the utilities and other sub-surface structures that may exist can only be guaranteed where test holes have been made as indicated on the plans. Consequently, the Contractor shall make an independent investigation of sub-surface structures and utilities as detailed below and shall have no claims for damages due to sub-surface structures or utilities encountered in locations other than shown on the contract drawings.

If the Owner, the Engineer or their agents, and employees elect to assist the contractor in the location of underground objects, the accuracy and completeness of said assistance is not guaranteed in view of equipment malfunctions or disturbances which affect the accuracy of the equipment utilized. Any discrepancies or damage resulting from said assistance shall not be cause for compensation or claims against the Owner, the Engineer, agents or employees.

Where boring information is provided, said information has been obtained solely to assist the Engineer in his design, and the Contractor is warned that any use he makes of this information is at his own risk. The Contractor is further reminded that the borings show information at specific points. Nothing is implied or suggested relative to subsurface conditions adjacent to or between borings. Boring information relative to ground water levels and/or frost conditions is understood to apply only to the date of the boring.

Prior to bid, the Contractor is required to make his own investigation of sub-surface conditions, including boring, test pits, and other means. By entering into this Contract, the Contractor represents that he relies solely on his own investigation as to sub-surface conditions, and not on boring or other information furnished by the Owner or the Engineer.

After award of the contract, the Contractor is required to independently determine the need for individual test pits and is to request in writing to the Engineer that said test pits be authorized for payment. Failure of the Contractor to request said test pits, in writing, as to specific location and type of utility (i.e.: street name, station and offset, and whether utility is gas, water, sanitary sewer, storm sewer, electric, telephone, cable television, etc.), shall prevent additional compensation or claims against the Owner.

Upon completion of test pits, the Contractor shall supply the Engineer with all necessary information to determine whether a potential conflict exists at the location in question. The Engineer, upon determining that a conflict exists, based on the information supplied by the Contractor, shall notify the respective utility company to relocate their line(s). The Contractor shall have no claims nor shall additional compensation be requested from the Owner for delays as a result of utility line relocation. The Contractor is directed to coordinate all relocation of utilities with the respective utility company so as to ensure the timely elimination of said utility conflict.

When utility facilities are damaged by the Contractor, he shall notify their 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 Owner, upon application of the utility, may retain an amount sufficient to cover the cost from any moneys due or that become due the Contractor.

No separate payment shall be made for removal, relocation, and restoration of pipes, wires, or similar structures as delineated on the plans or as required due to their being in the path of construction. At the Engineer's discretion, the Contractor may be required to gravel the top of the compacted pipe trench for a period not to exceed one (1) week to allow for settlement, during which time dust control is to be maintained. Paving is to immediately follow this one (1) week settlement period, otherwise the Contractor is to either apply cold patch or prime oil (0.40 gal./SY) to the trench. The cost for the above shall be included in the price bid for the various items scheduled in the Proposal.

GC 29 RESPONSIBILITY OF CONTRACTOR

GC 29.1 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 Owner and the Engineer and their agents or employees from all suits, actions, damages, and costs of every name and description resulting from the work of this Contract. The Contractor is responsible for the protection of all work until the project is accepted and final payment is made.

GC 29.2 RESPONSIBILITY FOR DAMAGES AND CLAIMS

The Contractor shall assume the defense of and indemnify and keep indemnified and save harmless the Owner and all of the officers, agents, and employees of the Owner, from and against all claims, demands, detriments, liability suits, action losses, description, resulting from or arising out of the performances of the Contract or the doing of any work, or furnishing and delivery of any machines, tools, plants, equipment, supplies, materials, or labor provided for herein or therein; or resulting from or arising out of, or brought for or on account or by reason of, any injuries or damages to any person or persons or property, by or from the Contractor, or any

of his or its operations, or his or its negligence or carelessness in the performance of the work, or in safeguarding the work, or from any improper materials implements, or appliances used in its construction or by or account of any act or omission, neglect, or misconduct of the Contractor, or his or its agents, servants, or employees, or by or on account of any claims, or amounts recovered, for any infringement of patent, trademark, or copyright, or by or from any claims arising, or recovered under any law, ordinance, regulation, order, or judgment.

The whole, or so much of the moneys due under and by virtue of the Contract as shall be considered necessary by the Owner may, at its option, be retained by the Owner 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 Owner.

GC 29.3 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 or its 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 method 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.

GC 29.4 INSURANCE REQUIREMENTS

Certificates of liability and workmen's compensation insurance satisfactory to the Owner and the Engineer shall be filed with the Owner and the Engineer.

All of the Contractor's insurance coverage shall contain a clause indemnifying and saving harmless the Owner, 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. Such statement, if not included in the body of the policy will be typed on the face or back of the certificate.

Certificates of liability and workmen's compensation insurance satisfactory to the Owner and the Engineer shall be filed with the Owner and the Engineer.

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

1. Workmen's Compensation and Employers 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. This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability \$1,000,000.

Coverage A shall be New Jersey Statutory.

Coverage B (Employer's Liability) shall be in the amount of \$1,000,000 or unlimited as per the New Jersey Workmen's Compensation Laws.

2. Comprehensive General Liability

This insurance shall have limits of not less than \$ 1,000,000 any one person and \$ 1,000,000 any one accident for bodily injury and \$ 2,000,000 aggregate for property damage, and shall be maintained in force during the life of this contract by the bidder. The policy shall include Bidder's Protective Liability Insurance (also known as Contingent Liability Insurance) with the same limits. Products Liability Coverage shall be included. The Certificate of Insurance must indicate coverage at the above limits for:

- a) Explosion, collapse and underground utilities (XCU)
- b) Contractual - Indicated on the face of the Certificate as being in accordance with the wording of the Contract, specifically the second paragraph of this section
- c) Independent Contractors
- d) Completed Operations

3. COMPREHENSIVE AUTOMOBILE LIABILITY

Limits shall be \$1,000,000 bodily injury (BI), each occurrence and \$500,000 property damages (PD) each occurrence. This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 any one person and \$ 500,000 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

Certificate of Insurance must indicate coverage at the above limits for:

- a) Hired Vehicles
- b) Non-Owned vehicles

4. Owner's Protective Policy

The Contractor shall supply an Owner's Protector's policy written in the name of the Owner, the Engineer, and their agents, with limits at \$1,000,000 bodily injury (SI) and \$500,000 property damage (PD). In lieu of this policy, the Contractor may indicate on the Comprehensive General Liability Certificate of Insurance, the Owner, the Engineer, and their agents have been named as an additional insured for this Contract.

5. Special Insurance Requirements

- a) Workmen's Compensation

If the Contract involves bulkheads, pile driving, dredging, groins, jetties or seawalls, or otherwise requires work on the banks of or adjacent to a navigable waterway, the United States Longshoreman's and Harbor Workers Endorsement must be attached. If the job requires stows, barges, tugboats or workboats of any nature, the United States Maritime Endorsement must be attached.

b) Builder's Risk

If the contract provides for the construction of any structure, a Builders Risk Policy shall be required. The policy shall be for 100% of the completed value of the structure and written in the name of the Owner and the Contractor as their interests may appear. Maximum deductible shall not exceed \$250.00.

c) Railroad Protective

If the Contract requires the Contractor to enter on any railroad right-of-way, the Contractor must submit certificates of insurance indicating that he has met the insurance requirements of that railroad. Such requirements will be determined by the Contractor, if not set forth in the Special Provisions.

The policies shall remain in force until all work has been completed, unless authorized differently by the Engineer. 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 Owner and the Engineer with thirty (30) days unfettered, 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 set by furnishing an endorsement or rider to said blanket liability policy naming the Owner, the Engineer and their agents as 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 Owner and the Engineer (to each in duplicate) at least five days prior to beginning any work under the terms of the Contract.

GC 30 LIENS AND CHATTEL MORTGAGES

In case any lien, stop notice or claim of work, labor or materials, done, performed or delivered and used in the prosecution of the work herein provided for, shall be filed with the Owner, then in that case the Owner may retain from any moneys due to the Contractor, a sum equal to the amount of such claims or notice, until such time as the Contractor shall furnish a receipt or release therefrom or thereof.

No materials or supplies, for the work, shall be purchased by the Contractor or by the 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.

GC 31 RIGHT OF PROPERTY IN MATERIALS

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

GC 32 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 Owner for any loss on account of infringement of any patent rights unless, prior to his use on the work for a particular process or a product of a particular manufacturer, he notifies the Owner in writing that such process or product is an infringement of a patent.

GC 33 CLAIMS AND PROTESTS

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 Observers or Engineer as unfair, he shall ask for a written instruction or decision immediately and should then file a written protest with the Owner and the Engineer against the same within five (5) 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.

GC 34 PAYMENT

GC 34.1 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.

GC 34.2 ADJUSTMENT OF ESTIMATED QUANTITIES

The quantities shown are approximate only, and the Owner reserves the right to increase or decrease them at the written order of the Engineer. The Owner reserves the right to omit any items in the Proposal if deemed to be in the best interest of the Owner to do so.

GC 34.3 SCOPE OF PAYMENTS

The Contractor shall receive and accept the compensation, as herein provided, in full payment for furnishing all materials, labor, tools, plants, 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 Owner 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 plans 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, in the construction of, in the strength of or quality of materials used in or about the construction of the work under contract and its appurtenances as well as all damage due or attributable to such defects, which defects, imperfections, or damages shall be discovered on or before final inspection and acceptance of the work or after the maintenance period, and of which defects, imperfections or damages the Engineer shall be the judge and the said Contractor shall be liable to the Owner for failure to do so.

GC 34.4 PAYMENTS AND ACCEPTANCE

The Contractor will make current estimates in writing on or about the first of each month as to the work progress, of the materials FOB – Project Site, of the materials in place and the amount due for the work performed in accordance with the contract during the preceding periods and the value thereof figures at the unit price bid. The Engineer shall reserve the right to verify and determine all values and quantities of materials and work with regard to progress payments. Final payment will be on the full value of the bid based on the unit prices totaling the contract award amount plus or minus any change orders. **From the total of the amounts so ascertained will be deducted an amount equivalent to two percent (2%) of the whole to be retained by the Owner until after the completion of the entire Contract an acceptable manner, and the balance or a sum equal to ninety percent (98%) of the whole shall be certified by the Engineer to the Owner for payment within ten (10) days of the date of certification by the Engineer.**

Prompt Payment of Construction Contracts-The alternate procedure for local units applies when local policies require governing body approval authorizing the payment of bills. In addition to ensuring the contractor has performed in accordance with the contract and that the work has been approved and certified by the owner or the owner's "authorized approving agent," the provision of N.H.S.A. 2A:30A-1 et seq. shall apply and the contractor shall abide by the following payment submission calendar.

Payment Submission Calendar

Contractor Submission to Engineer	Engineer Submission to Owner	Owner Check Released
1 st of the Month	10 th of the Month	Following Monthly Council Meeting

Upon the completion of the work, the Engineer shall certify to the Owner, in writing, as to the completion of the work and shall further certify as to the entire amount and value of each class of work performed.

The final Application for Payment shall be accompanied by such supporting data as the Engineer may require in order to establish the final quantities for payment. The Contractor shall submit to the Counsel complete and legally effective releases or waivers (satisfactory to the Owner) of all Liens arising out of the Contract Documents and the labor and services performed and the material and equipment furnished thereunder. In lieu thereof, and as approved by the Owner and the Counsel the Contractor may furnish receipts or releases in full: an affidavit of the services, material, and equipment, for which a Lien could be filed, and that all certified payrolls, material and equipment bills, and other indebtedness connected with the work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment.

The Owner, within thirty (30) days, of receipt of such certificates shall certify the aforesaid certificate and estimate for payment of the amount unpaid and due, which amount shall be one hundred percent (100%) of the entire cost of the work less previous payments and any other

proper deduction as herein provided.

At the time of acceptance the whole work must have been finished in a neat and workmanlike manner and must be in that condition at that date. Defects arising from any cause or at any time before acceptance must be made good and the whole work put in the condition as herein specified before acceptance.

The Contractor, must before receipt of any certificate calling for payment furnish the Engineer with satisfactory evidence that all persons who have sustained damage or injury by reason of any act, omission or carelessness on his part been duly paid or so secured that no liability of any kind or character can attach to the Engineer or the Owner, or their agents or employees, on account of any such claim.

If at any time of making monthly or other estimates, the Engineer should neglect to condemn defective material or work, such neglect shall not be construed as an acceptance of any such material or work.

Note: The engineer shall reserve the right to verify and determine all values and quantities of materials and work with regard to progress payments. Final payment will be on the full value of the bid based on the unit prices totaling the contract award amount plus or minus any change orders.

GC 34.5 PAYMENT AMENDMENTS PER PUBLIC LAW 1979

The Contractor is advised that Public Law 1979, Chapter 152 is applicable if the total amount of the Contract awarded for this project exceeds \$100,000. If this contract requires the withholding of payment of a percentage of the amount of the contract the provisions of GC 34.4 are amended to provide that the Contractor may:

1. Agree to the withholding of payments in the manner prescribed in the Contract. Such agreement will be indicated by signing of estimate or payment certificates unless written communication to the contrary made to the Owner and Engineer, or
2. Deposit with the OWNER negotiable bearer bonds of the State of New Jersey, or negotiable bearer bonds or notes of any political subdivision of the State of New Jersey.
 - a) The value of such bonds or notes will be equal to the full amount that would otherwise be withheld.
 - b) If the amount of the contract is increased, additional bonds or notes will be provided or withholding shall be made in the amount of any such increase.
 - c) The nature and amount of such bonds and/or notes will be subject to approval by the Owner.
 - d) The term "value" shall mean par value or current market value, whichever is lower. If after being deposited, the current market value of such bonds and/or notes increases by \$1,000 or more, the Contractor shall provide additional bonds and/or notes to restore the full amount required or be subject to withholding on the difference.

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 institution or associations on time or savings deposits. Any interest accruing on such cash withholdings shall be credited to the Owner.

If the Contractor deposits bonds and/or notes, the interest on such bonds and/or notes shall accrue to the Contractor. The amount withheld, or the bond and/or notes deposited and any interest accruing on such bonds and notes, shall be returned to the Contractor within thirty (30) days of the fulfillment of the terms and conditions of the contract relating to final acceptance and payment.

The Contractor is advised that the Public Law 1979, Chapter 464 is applicable if the total amount of the contract awarded for this project exceeds \$100,000.

If this contract exceeds \$100,000.00 partial payments will be made each month. If portions of payments are to be withheld the provisions of GC 34.4 are amended to provide that:

1. From the total amounts due as ascertained through a current engineer's estimate will be deducted an amount equivalent to two percent (2%) of the whole.
2. This amount shall be retained by the Owner until after the completion of the entire contract is an acceptable manner and the balance of the sum of 98% of the whole shall be certified by the Engineer to the Owner for payment within thirty (30) days of the date of certification by the Engineer.
3. Any interest accruing on such cash withholdings shall be credited to the Owner.

GC 34.6 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 Owner from loss on account of:

1. Defective work not remedied.
2. Claims filed, or reasonable evidence indicating probable filing of claims.
3. Failure of any Contractor to make payments promptly to subcontractors or for material or labor.
4. 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.

GC 35 GUARANTY (MAINTENANCE) BOND

Unless otherwise specified, before final payment is made as herein provided, the Contractor shall furnish a Surety Corporation Bond to the Owner in a sum equal to:

1. Fifty percent (50%) of the final adjusted Contract amount if such amount be \$25,000 or less;
2. Thirty percent (30%) of the final adjusted Contract amount if such amount be greater than \$25,000 but less than \$75,000; and
3. 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 Owner and the Bond shall remain in full force and effect for a period of two years from the date of final payment for the work by the Owner and shall provide that the Contractor and the Surety guarantees to replace for the said period of one year from the date of final payment for the work, all work performed and/or all materials furnished that was not performed or were not furnished according to the terms and performance requirements of the Contract Documents, and will make good any defects thereof

which become apparent before the expiration of two years.

GC 36 SURFACE REPAIR GUARANTEE

Unless otherwise provided, the Contractor's responsibility for all pavement surface repairs shall be extended beyond the normal two (2) year maintenance period as set forth in Section GC 35 Guarantee (Maintenance) Bond to a period of two (2) years beyond the normal two (2) year period of maintenance for a total surface repair period of four (4) years. During the latter two (2) years of this period, the Owner will require a performance bond, of satisfactory form, in the sum of five (5) percent of the final adjusted contract amount to cover any necessary surface repairs within the limits of the Contract.

GC 37 ACCEPTANCE OR PAYMENT NOT A WAIVER

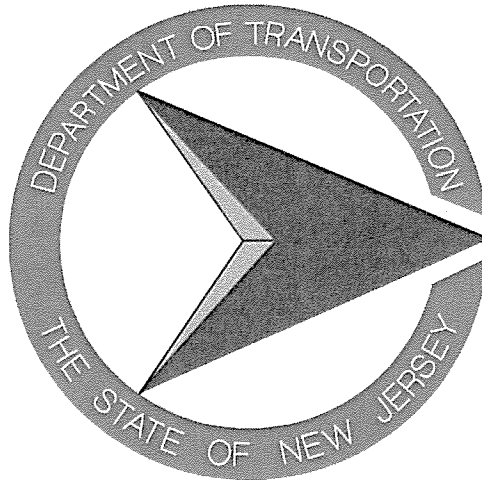
Neither the acceptance by the Owner or the Engineer, nor any of their employees, nor any order, measurement, or certificate of the Engineer, nor any order by the Owner for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the Engineer or the Owner, nor any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

GC 38 FINAL PAYMENT TERMINATES OWNER'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 owner nor any of his agents shall be liable for or be held to pay any money except as provide in this Contract. The acceptance by the Contractor of the final payment aforesaid shall operate as, and shall be, a release to the Owner and his agents.

STANDARD & SUPPLEMENTAL SPECIFICATIONS

State of New Jersey Department of Transportation



Supplemental Specifications and Special Provisions For State Aid Projects

FY 2019 Edition

Revision 11: February 2022

SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS

Costco Drive Roadway Improvements

Local Freight Impact Fund - NJDOT FY 2019

Township of Monroe, Middlesex County

CSE Project No. 20-005-02

Supplemental Specifications & Special Provisions for State Aid Projects

**FOR
STATE AID PROJECTS
FOR
COSTCO DRIVE ROADWAY IMPROVEMENTS
IN THE TOWNSHIP OF MONROE
COUNTY OF MIDDLESEX**

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 U.S. Customary English Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation as amended and supplemented herein shall govern the construction of this project. These specifications can be accessed through the New Jersey Department of Transportation website at:

<http://www.state.nj.us/transportation/eng/specs/2019/Division.shtml>

These Special Provisions consist of the following:

Pages 1 to 63 inclusive.

WAGE RATES

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

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

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

GENERAL

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

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

5400).

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

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

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

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

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

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

1. Small Business Enterprise Utilization on Wholly State Funded Projects. (State Funded Project Attachment 1)
2. State of New Jersey Equal Employment Opportunity Special Provisions for Wholly State Funded Projects. (State Funded Project Attachment 2)
3. Requirements for Affirmative Action to Ensure Equal Employment Opportunity on Wholly State Funded Projects. (State Funded Project Attachment 3)
4. Investigating, Reporting and Resolving Employment Discrimination and Sexual Harassment Complaints on Wholly State Funded Projects. (State Funded Project Attachment 4)
5. Payroll Requirements for Wholly State Funded Projects. (State Funded Project Attachment 5)
6. Americans with Disabilities Act Requirements for Wholly State Funded Contracts. (State Funded Project Attachment 6)

THE FOLLOWING DIVISION AND SECTIONS THERETO ARE ADDED:

DIVISION 000 – GENERAL REQUIREMENTS

SECTION 001 – BOUNDARIES OF THE WORK

The Contractor shall obtain from the Owner and/or Engineer all information regarding the areas that may be available for his operations and to what extent and for what period of time he may occupy same.

The Contractor shall obtain from the Municipality, County and/or NJDOT all required provisions to provide and maintain traffic along Municipal or County Roads and/or State or Federal Highways approaching or within the boundaries of the work. The Contractor shall comply with all requirements of these public agencies. The project includes roadway improvements including, but not limited to, milling, hot mix asphalt paving, concrete sidewalk, curb, accessible ramps, striping, and ancillary improvements at the locations indicated on the plans. Final limits of work will be determined in the field by the Engineer at the time of construction.

SECTION 002 – WORK IN BAD WEATHER

During freezing, stormy or inclement weather, the Contractor shall provide heat, shelter and other facilities as directed, required and necessary to maintain the progress schedule and all work shall be done in a manner to secure first class construction throughout.

SECTION 003 – CONTRACTOR'S OFFICE

Costco Drive Roadway Improvements
Local Freight Impact Fund - NJDOT FY 2019
Township of Monroe, Middlesex County
CSE Project No. 20-005-02
Supplemental Specifications & Special Provisions for State Aid Projects

A field office for the Contractor will not be required for this project. The Contractor or an authorized agent shall be present at the site at all times while work is in progress. Readily accessible copies of both the Contract documents, plans, and the latest approved working drawings shall be present at the site at all times while work is in progress.

SECTION 004 – WATER AND ELECTRICITY

The Contractor shall unless specified, provide the necessary water supply at his own expense and shall pay for all water used.

The Contractor shall unless otherwise specified, provide, at his own expense, adequate temporary lighting and electrical power facilities if required for the proper prosecution and inspection of the work. If, in the opinion of the Engineer, these facilities are inadequate, the Contractor shall provide facilities which are satisfactory to the Engineer.

SECTION 005 – HEATING

The Contractor shall provide temporary heat, whenever required on account of work being carried on during cold weather and to prevent freezing of water pipes and other damage to the work. Heat shall be furnished when and as directed and at the Contractor's own expense.

SECTION 006 – TRAFFIC PROTECTION AND PARKING OF CARS

The Contractor shall protect all traffic and parked cars, when lawfully parked, and shall see to it that cars belonging to his workmen are parked in areas permitted by the municipal authorities.

The Contractor shall take particular care to provide access to property adjacent to the work area for ordinary traffic and emergency vehicles. Access to fire hydrants within the work area shall be kept clear and maintained at all times.

Unless expressly authorized in advance and in writing, the Contractor shall maintain a minimum of one lane of traffic through the project areas controlled by competent Flagmen as necessary. Immediate clearance through the project area shall be furnished for fire/rescue/police vehicles and school buses. If necessary, work shall be temporarily suspended to permit the immediate passage of fire/rescue/police or other emergency vehicles and/or school buses.

Local and through traffic shall be maintained at all times unless the Owner approves a detour route for a duration of time.

Whenever it is necessary to maintain only a single line of traffic, the Contractor shall furnish and employ sufficient competent traffic directors during the day and night to adequately guide and protect traffic.

The Contractor will be required to prevent the formation and flying of dust to the satisfaction of the Engineer by the use of water or chemicals.

The Contractor shall erect and maintain barricades, danger signals and warning signs at working sites, closed roads, intersections and other places of danger to traffic or to the completed work as directed and approved by the Engineer. Each barricade shall be provided with a minimum of three red flashing lights, battery operated, that are not more than five feet apart.

Where specific detour routes or traffic protection signs and equipment are specified or required by the plans, the Contractor will provide same along with all other signage, equipment and flagmen necessary to satisfactorily protect and safely coordinate traffic.

Vehicular and pedestrian traffic on streets shall be maintained and protected at all times. All operations in or adjacent to streets, sidewalks, and walkways shall be conducted and controlled accordingly.

The Contractor shall, for the protection of the traveling public and his personnel, familiarize himself and adhere strictly to the requirements of these Specifications and to the requirements of Title 39, the Motor Vehicle Code of the State of New Jersey, wherever it shall pertain to necessary and required precautionary measures regarding the type of work being done.

The cost of protection of traffic as above described shall be included in the prices bid for the various items

scheduled in the Proposal.

SECTION 007 – SURFACE DRAINAGE

The Contractor shall furnish all necessary equipment, shall take all necessary precautions, and shall assume the entire cost of handling any surface drainage occurring during the construction of the work. The manner of providing for these flows shall meet the approval of the Engineer and the entire cost of said work shall be included in the prices bid for the various items scheduled in the Proposal.

SECTION 008 – FINAL CLEANING

At the conclusion of the work, all erection plant, tools, temporary structures, and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish, or any other foreign substances.

The Contractor shall thoroughly clean all equipment and materials installed as part of the project and shall deliver over such materials and equipment undamaged in a bright, clean, polished, and new appearing condition.

SECTION 009 – PROTECTION OF EXISTING ROADWAYS

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

The Contractor shall provide for the removal of all dirt spilled from the trucks on existing pavements over which it is hauled, or which is washed or otherwise deposited thereon by reason of his work. Whenever, in the opinion of the Engineer, the accumulation is sufficient to cause the formation of mud, interfere with drainage or to create a traffic hazard, all work shall cease until satisfactory conditions are established upon existing pavements.

The Contractor shall be responsible and provide for the sweeping of streets on a daily basis.

Costs incidental to the maintenance of existing roadways as herein described, shall not be paid for under any specific item but shall be included in the unit prices bid for the various items contained in the Proposal. In the event that the Contractor fails to maintain safe traffic and job conditions, the Municipality may, hire guards or take such precautions to safeguard traffic, and the cost of same shall be deducted from payment due the Contractor.

SECTION 010 – CARE OF PUBLIC AND PRIVATE PROPERTY

The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. This applies to the public utilities, railroads, trees, monuments, fences, pipe and underground structures, public streets (except natural wear and tear of streets resulting from legitimate use thereof by the Contractor), and wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a first class condition by the Contractor and at his own expense.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner may, upon forty-eight hours notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any moneys due or which may become due the Contractor under this Contract.

Nothing in this clause shall prevent the Contractor from receiving proper compensation for his costs incurred because of the removal or replacement of any public or private property, when this is made necessary by alteration of grade or alignment, or any such work authorized by the Owner, provided that such property has not been damaged through fault of the Contractor, his employees, or agents.

SECTION 011 – ACCIDENT PREVENTION AND FIRST AID

Precautions shall be exercised at all times for the protection of persons and property. The safety provisions and applicable laws, building and construction codes shall be observed. Machinery and equipment shall be guarded and all hazards eliminated in accordance with safety provisions of Construction Industry OSHA Safety and

Costco Drive Roadway Improvements

Local Freight Impact Fund - NJDOT FY 2019

Township of Monroe, Middlesex County

CSE Project No. 20-005-02

Supplemental Specifications & Special Provisions for State Aid Projects

Health Standards (29CFR 1926/1910), including amendments and supplements to date, published by the US Department of Labor, Occupational Safety and Health Administration, to the extent that such provisions are not in contravention of applicable law. The Contractor shall provide suitable barricades, red lights, "Danger" or "Caution" signs and watchmen at all places where the work constitutes in any way a hazard to the public or workmen.

The Contractor shall keep upon the site, at each location where work is in progress, a completely equipped first-aid kit and shall provide ready access thereto at all times during the performance of work.

SECTION 012 – CONTRACTOR’S SIGNS

The Contractor shall erect and maintain safety signs, temporary barricades, temporary fences, and take all precautions to guard against all dangers and hazards, as are necessary in the interest of the public health and safety.

Signs shall be of suitable size to be readily seen and shall be black letters on orange background. Barricades, drums and like items shall be standard orange and white striped. Warning and detour signs, barricades and other safety devices shall be reflectorized or lighted, and maintained in good working condition.

Unless specifically indicated otherwise in the Contract documents or on the Plans, signs shall conform to standards of the most recent edition of the Manual on Uniform Traffic Control Devices.

SECTION 013 – WATCHMEN AND FLAGMEN

Watchmen and/or flagmen shall be furnished by the Contractor and shall be on duty at the project site, as appropriate, to carry out the Contractor’s responsibility for safety and protection.

SECTION 014 – INSPECTION

During the progress of the work and up to the date of final acceptance, the Contractor shall, at all times, afford the representatives of the Owner every reasonable, safe and proper facility for inspecting the work done or being done at the site. The inspection of any work shall not relieve the Contractor of any of his obligations to perform proper and satisfactory work as herein specified. Finished or unfinished work found not to be in strict accordance with the Contract shall be replaced as directed by the Engineer.

Failure or neglect on the part of the Engineer to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials. If it becomes evident at any time prior to the final acceptance of the work by the Owner, neither shall it be construed as barring the Owner at any subsequent times, from the recovery of damages nor of such a sum of money, as may be needed, to build anew any portion of the work in which fraud was practiced or improper materials hidden, or used, wherever found.

SECTION 015 – NOTICE OF INSPECTION TO BE GIVEN BY THE CONTRACTOR

Work performed under this contract may require special inspection by the Engineer and/or his inspectors. The Engineer will specify the items requiring special inspection to the Contractor during the course of the work. Prior to proceeding with the specified items, the Contractor shall give two working days written notice to the Engineer, for the purpose of scheduling and providing inspection services.

SECTION 016 – PROJECT PHOTOGRAPHS

The Contractor shall be responsible to obtain preconstruction, progress, and final construction photographs for this project. Photographs shall include all areas of the project, which will be disturbed as part of the Contractor’s operations. The number of photographs required shall be commensurate with the area of work to detail same. Each photograph shall contain the date and time stamp for the photograph or in the electronic file for each photograph. If requested, the Contractor shall deliver all photographs to the Engineer electronically via a drop box, memory stick or similar means. Separate payment for obtaining and/or providing preconstruction, progress, and final construction photographs will not be made; all costs related thereto shall be included in the various items scheduled in the Proposal.

Costco Drive Roadway Improvements

Local Freight Impact Fund - NJDOT FY 2019

Township of Monroe, Middlesex County

CSE Project No. 20-005-02

Supplemental Specifications & Special Provisions for State Aid Projects

SECTION 017 – EXISTING UTILITIES

The Contractor shall notify the following utility companies as specified in subsection 105.07:

Verizon

777 Parkway Avenue
Trenton, New Jersey 08618

Comcast Cable

90 Lakes Drive
Hightstown, New Jersey 08520

Elizabethtown Water Company

C/o Anne R. Matthews
System Development Representative
1341 North Avenue
Plainfield, New Jersey 07061

New Jersey American Water Company

C/o R.H. Bardenhagen, Distribution Superintendent
100 James Street
Lakewood, New Jersey 08701

Public Service Electric & Gas

150 How Lane
New Brunswick, New Jersey 08901
Tel: (908) 247 7000

Jersey Central Power & Light

PO Box 203
Allenhurst, New Jersey 07709
Tel: (800) 662 3115

Bell Atlantic Telephone Company

Dial operator – ask for 648, official 40

Transcontinental Gas Pipeline Corp.

3200 South Wood Avenue
Linden, New Jersey 07036
Tel: (908) 862 8600

Water and Sewer Utilities – Monroe Township Utility Department

143 Union Valley Road
Monroe Township, New Jersey 08831
Tel: (732) 521 1700

Department of Public Works

Township of Monroe
73 Gravel Hill-Spotswood Road
Monroe Township, New Jersey 08831
Tel: (732) 656 4575

Costco Drive Roadway Improvements
Local Freight Impact Fund - NJDOT FY 2019
Township of Monroe, Middlesex County
CSE Project No. 20-005-02
Supplemental Specifications & Special Provisions for State Aid Projects

AT&T Communications

4260 US Highway Route 1
Monmouth Junction, New Jersey 08852
Tel: (908) 329 3410

New Jersey Natural Gas Company

1415 Wyckoff Court
Wall, New Jersey 07719
Tel: (908) 938 1000

NJ One-Call

(Three days prior to commencing work)
Tel: (800) 272-1000

SECTION 018 – RECYCLING TONNAGE

The Contractor shall provide individual certified weight receipts for all removed/demolition materials, which will be recycled. This shall include, but not be limited to, the following: asphalt, concrete, aggregates, etc.

DIVISION 100 – GENERAL PROVISIONS

SECTION 101 – GENERAL INFORMATION

101.02 ABBREVIATIONS

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

AIEE	American Institute of Electrical Engineers
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
CFS	Cubic feet per second
GPD	Gallons per day
GPM	Gallons per minute
MGD	Million gallons per day
NBS	National Bureau of Standards
NJSHDSS	New Jersey State Highway Department Specifications, 1983 (as amended)
USS Gage	United States Standard Gage

101.03 TERMS

THE FOLLOWING IS ADDED AT THE BEGINNING OF THIS SUBSECTION:

For brevity, some sentences are incomplete and such words and phrases as “the contractor shall”, “in conformity there-with”, “shall be”, “as noted on drawing”, “according to the drawings”, “a”, “an”, “the”, and “all” which clutter up most specifications are sometimes omitted. They shall be supplied by the reader.

Approvals, etc., wherever the words “approved”, “satisfactory”, “direct”, “submitted”, “inspected”, or similar words or phrases are used, it shall be assumed that the word “Engineer” or one of their representatives follows the verb as the object of the clause, and as “approved by the Engineer” and “submitted to the Engineer”. References to the Standard Specifications or manufacturer’s installation directions shall mean to the latest edition thereof, as published prior to the date of the agreement unless otherwise indicated.

THE FOLLOWING TERMS ARE ADDED TO THIS SUBSECTION:

acceptable. Implies judgment by the Architect/Engineer.
approved. See approval

approved equal. Any equipment, item or material approved by the Architect/Engineer as equivalent to the specified equipment, item or material.

Commissioner. Shall imply Owner of the project.

concealed. Work which is not exposed to view when the project is complete.

delivery. Unloading and storing at the site.

Engineer. The Owner's Engineer or his duly authorized representative.

equal to. Implies judgment by the Architect/Engineer

exposed. Work which remains exposed to view when the project is complete.

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

furnish. Supply and deliver to the job.

Federal Specifications. Federal Specifications issued by Federal Supply Service of the General Services Administration, Washington DC.

Governmental. All municipal, state and federal government agencies.

install. Complete erection and connection of work.

Owner. The contracting agency as stipulated in the Contract

pipng. Pipe and all fittings, valves, hangers and other accessories related to piping.

provide. See furnish and install.

proper. Implies judgment by the Architect/Engineer.

State Police. The Police Department of Jurisdiction (Local, County, etc.)

125 LB. American Standard. American Standard (ASA B16.1-1948) for Cast Iron Pipe Flanges and Flanged Fittings, Class 125

Traffic. Movement of vehicles and/or pedestrians.

Wholly State Funded Project: Any agreement, contract or modification thereof between local public agencies and a person for construction work which is paid for in whole or in part with funds obtained from the State government or borrowed on the credit of the State government pursuant to any program involving a grant agreement, contract, loan, insurance or guarantee. This term excludes any agreement, contract or modification for construction work which is paid for in whole or in part with funds obtained from the Federal government.

THE FOLLOWING TERMS WITHIN THIS SUBSECTION ARE AMENDED:

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

Department. Shall imply Owner of the project.

Department Lab. The testing lab under contract to the Owner or any other testing Lab specified in the Supplemental Specification.

Interagency Engineering Committee. Delete all reference to this committee in the specifications.

ME. The Engineer or his duly authorized representative.

RE (aka Resident Engineer). The Owner's Engineer or his duly authorized representative.

State. Shall imply Owner of the project.

THE FOLLOWING TERMS ARE OMITTED:

Federal Aid Project. Any agreement or modification thereof between NJDOT and any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Federal government or borrowed on the credit of the Federal government pursuant to any program involving a grant, contract, loan, insurance or guarantee under which the NJDOT itself participates in the construction work.

Federal Aid Project Attachments. Attachments to the Contract Special Provision document, used for Federal Aid Projects.

101.04 INQUIRIES REGARDING THE PROJECT

THIS SUBSECTION IS CHANGED TO:

Inquiries regarding the various types of work of the contract shall be directed to the Office of the City Engineer at 481 Spotswood Englishtown Road, Monroe Township, New Jersey 08831 (Tel. 732 605 9440) or such other individuals as may hereafter be designated.

Before and after award of contract all inquiries shall include the following:

- A. Name of Company or Bidder.
- B. Telephone number, fax number, and contact person for inquiry.
- C. Specifics of the inquiry, including anticipated impacts or results.

The Owner will not be responsible for verbal answers to bidders' inquiries. Should any bidder be in doubt as to intent of the Contract Documents, they shall notify the Engineer by writing to the address listed above. The deadline for submitting inquiries is 12:00 noon, 5 days before opening of bids.

Inquiries received prior to the time listed above will be investigated and, if it is determined that a change or response is necessary; an addendum or clarification will be issued to all prospective bidders that purchased the bid documents.

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

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

THIS SECTION IS DELETED IN ITS ENTIRETY:

SECTION 103 – AWARD AND EXECUTION OF CONTRACT

THIS SECTION IS DELETED IN ITS ENTIRETY:

SECTION 105 – CONTROL OF WORK

105.01 AUTHORITY OF THE DEPARTMENT

105.01.01 RE

REVISE THE SECOND PARAGRAPH TO:

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

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

105.01.03 Contractor Performance Evaluation

THIS SUBPART IS DELETED

105.02 RESPONSIBILITIES OF THE CONTRACTOR

105.02.05 Civil Rights Requirements

REVISE SECTION 105.02.05.1 TO THE FOLLOWING:

1. **Federal Aid projects.** This section intentionally left blank.

Costco Drive Roadway Improvements

Local Freight Impact Fund - NJDOT FY 2019

Township of Monroe, Middlesex County

CSE Project No. 20-005-02

Supplemental Specifications & Special Provisions for State Aid Projects

REVISE THE FIRST LINE OF SECTION 105.02.05.2 TO THE FOLLOWING:

2. **Wholly State Funded Contracts.** When applicable for wholly State Funded contracts under the jurisdiction of New Jersey Statutes N.J.S.A. 10:5-31 et seq., State EEO regulations and goals apply as specified in State Funded Project Attachments 1 to 5 of the Special Provisions.

105.03 CONFORMITY WITH THE CONTRACT

REVISE THE FIRST SENTENCE OF THE FIRST PARAGRAPH TO:

In the event the Contractor discovers a discrepancy, error, omission, or ambiguity in the Contract, or if the Contractor has any doubt or question as to the intent or meaning of the Contract, the Contractor must immediately notify the RE.

REVISE THE FOURTH SENTENCE OF THE SIXTH PARAGRAPH TO:

If the Department loses funding for the nonconforming work, on the basis of permitting nonconforming work to remain, the Department will not pay for the work permitted to remain in place.

105.05 WORKING DRAWINGS

THIS SUBSECTION IS CHANGED TO:

The Contractor shall promptly prepare and submit layout, detail, and shop drawings for such parts of the work as specified hereafter under the specifications for all materials, workmanship and Contract Items. These drawings will be known as "Working Drawings".

The drawings shall be numbered to coincide with the division, section and article of the specifications related to same and consecutively numbered for all individual drawings for a particular item or items related to the particular division, section and article and shall accurately and distinctly present the following:

- A. All work and erection dimensions.
- B. Arrangement and sectional views.
- C. Necessary details, including complete information for making connections between work under this Contract and work under other Contracts.
- D. Kinds of materials and finished.
- E. Parts list and description thereof.

Each drawing shall be dated and shall contain the name of the project, contract number, Contract item and paragraph number, names of equipment or materials, and the locations at which the equipment or materials are to be installed in the work. The Engineer may decline to consider any working drawing that does not contain complete data on the work and full information on related matters.

If the working drawings show departures from the Contract requirements, the Contractor shall make specific mention thereof in his letter of submittal and on the subject drawing or drawings. Otherwise, approval of such submittals shall not constitute approval of the departures. Approval of the drawings shall constitute approval of the subject matter thereof only and not of any structure, materials, equipment or apparatus shown or indicated. The approval of drawings will be general and shall not relieve the Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract and not indicated on the drawings. No work called for by working drawings shall be done until the said drawings have been approved by the Engineer.

The procedure in seeking approval of working drawings shall be as follows:

- A. The Contractor shall submit for approval two prints and one reproducible sepia copy, or four prints in the case of manufacturer's catalogue "cuts" and similar items, of each of the drawings to the Engineer. The submission of drawings shall be accomplished by letter of transmittal containing the name of the project, the name of the Contractor, the number of drawings, titles, and other requirements.
- B. The Engineer shall review and either approve or reject all working drawings submitted thereto within 14 days of receipt of same.

- C. When a drawing is satisfactory to the Engineer, it will be stamped "No Exceptions Taken", be dated, and three copies thereof will be returned to the Contractor by letter.
- D. Should a drawing be unsatisfactory to the Engineer, he will stamp thereon "Revise and Resubmit", or "Rejected", and will return three copies thereof to the Contractor with the necessary corrections and changes indicated. The Contractor must make such corrections and changes and again submit the appropriate number of copies for approval by the Engineer.
The Contractor shall revise and resubmit the working drawings as required by the Engineer, until "No Exceptions Taken" thereof is obtained.
- E. The submission and return of working drawings may be made via email if mutually agreed upon by the Contractor and Engineer. Any email submission and return of working drawings shall incorporate the above referenced items in pdf or other applicable format as mutually agreed upon by the Contractor and Engineer.

105.07.01 Working in the Vicinity of Utilities

THE WORDS "SPECIAL PROVISIONS" IN THE FIRST SENTENCE IS CHANGED TO:

Section 017

105.07 COOPERATION WITH UTILITIES

THE FOLLOWING SUBPART IS ADDED TO THIS SUBSECTION:

105.07.03 Protection and Replacement of Subsurface Structures and Utilities

The Contractor is required to fully inform himself as to the nature and location of existing utilities within the project area, all location of actual or potential interference, and coordinate the activities of affected utilities regarding any necessary temporary or permanent relocation to minimize possible or actual delay to planned progress

The plans may show certain but not all subsurface structures known to exist in the working area. The Contractor shall particularly note that the indicated locations of subsurface water, gas, electric, telephone, sewerage and drainage systems in the area may be quite different from their actual locations and that there may be some subsurface structure or utility encountered that is not shown on the plans. Therefore, it shall be his responsibility to proceed with caution in executing the work, so as to prevent undue interruptions of utility service to property owners and damage to structures or utilities, or injury to workmen or others.

The Contractor will be held responsible for all damages to all utilities or other underground or surface structures whether or not that are shown on the Contract Drawings, and he shall pay all costs for protecting them or for repairing and/or replacing them if they are damaged as a result of operations under this contract.

In the event that underground structures or utilities are disclosed by the Contractors' operations that occupy the same space as required by installations under this Contract, the Contractor shall notify the Engineer and await his orders concerning the removal and replacement of said structures or utilities. The procedures regarding compensation in this event will be as follows:

- A. When the utility company will remove and relocate the structure or utility at its own expense and with its own forces, no compensation therefore will be due the Contractor.
- B. Where the utility company will not assume the expense but exercises its right to perform the work with its own forces, the Contractor shall pay the cost incurred upon being presented with a bill for same, and will, in turn, be reimbursed by the Owner for the amount paid thereon plus five percent.
- C. Where the Contractor has to perform the work of removal and relocation with his own forces, he shall be reimbursed for Extra Work as set forth in the conditions of the Contract. This provision shall likewise apply to instances under items A and B above, where the Contractor's forces or equipment are required for only a portion of the work.

Wherever gas mains, petro-chemical mains, electrical or heating ducts, electric, telephone, or telegraph poles or ducts, private or municipal water mains are encountered and service may be interrupted, the Contractor shall keep the Owner, utility company or department fully informed in advance of any changes he desires to make. The Contractor shall cooperate with the utility company or department in the removal, relocation, and replacement of such structures, so as to avoid all unnecessary interruption of service. He shall arrange with the owners of the

Costco Drive Roadway Improvements

Local Freight Impact Fund - NJDOT FY 2019

Township of Monroe, Middlesex County

CSE Project No. 20-005-02

Supplemental Specifications & Special Provisions for State Aid Projects