



CONSTRUCTION PERMIT APPLICATION C18-002380

Applicant Completes: Sections I, II, III (optional), IV, VI, and VII 105 Hendrickson Ave.

I. IDENTIFICATION

1. Proposed Work Site at: Veterans Memorial School Parking Lot

2. Name of Owner in Fee: Brick Twp. Board of Education
 Tel. (732) 785-3000 e-mail _____
 Address 101 Hendrickson Ave Brick 08724
street municipality zip code

3. Ownership in Fee: Public _____ Private _____

4. Principal Contractor: Gary Kubiak + Son Electric Inc. Tel. (609) 259-8600
 Address 12 Sharon Rd e-mail GKU16@aol.com
Robbinsville, NJ 08691

License No. OR, if new home, Builder Reg. No. 11633 Exp. Date 3/31/21

Home Improvement Contractor Registration No. or Exemption Reason (if applicable): _____

Federal Emp. ID No. 22-3009633 FAX: (609) 259-8606

5. Architect or Engineer _____ Contact _____
 Address _____ e-mail _____
 Tel. (____) _____ FAX: (____) _____

6. Responsible Person in Charge once Work has Begun Gary Kubiak, Jr.
 Tel. (609) 259-8600 FAX: (609) 259-8606

V. FEE SUMMARY (for office use only)

		Update	Update
1. Building	\$ <u>0-00</u>		
2. Electrical	\$ <u>0-00</u>		
3. Plumbing			
4. Fire Protection			
5. Elevator Devices			
6. Subtotal			
7. Less 20% for State Plan Review	\$		
8. Subtotal	\$		
9. State Permit Surcharge Fee			
10. Subtotal	\$		
11. Cert. of Occupancy			
12. Other			
13. TOTAL	\$		

VI. BUILDING/SITE CHARACTERISTICS

1. Number of Stories _____

2. Height of Structure _____ ft.

3. Area — Largest Floor _____ sq. ft.

4. New Building Area _____ sq. ft.

5. Volume of New Structure _____ cu. ft.

6. Max. Live Load _____

7. Max. Occupancy Load _____

8. If Industrialized Building: State Approved _____ HUD _____

9. Total Land Area Disturbed _____ sq. ft.

10. Flood Hazard Zone _____

11. Base Flood Elevation _____ ft.

12. Wetlands yes _____ no _____

IIa. PROPOSED WORK

- ☐ Minor Work ☒ New Building ☐ Addition ☐ Demolition
- ☐ Repair ☐ Alteration ☐ Renovation ☐ Reconstruction
- ☐ Asbestos Abat. - Subch. B ☐ Lead Hazard Abatement ☐ Radon Remediation ☐ Annual Permit

IIb. SUBCODES

(Check all that apply)

- ☒ Building
- ☒ Electrical
- ☐ Plumbing
- ☐ Fire Protection
- ☐ Elevator

FOR OFFICE USE ONLY (Optional)

Est. Cost	Plans Rec'd by	Date Rec'd	Rejection Date	Approval Date	Re-viewer	Resubmission Dates Approval	Rejection	Re-viewer
<u>20,000.00</u>	<u>MP</u>	<u>6/27/18</u>		<u>06/27/18</u>	<u>KOK</u>			
<u>80,000.00</u>	<u>6/22/18</u>			<u>6/29/18</u>	<u>PR</u>			
	<u>ENG</u>	<u>EXEMPT</u>		<u>6/28/18</u>	<u>EE</u>			

TOTAL COST 100,000.00

VII. DESCRIPTION OF BUILDING USE

A. RESIDENTIAL (primary use)

1. State Specific Use: _____
2. Use Group, Proposed: _____
3. Change in Use Group, Indicate Present: _____
4. No. of dwelling units: Total Units Income-restricted
- Gained, Sale _____
- Gained, Rental _____
- Lost, Sale _____
- Lost, Rental _____

B. NON-RESIDENTIAL (primary use)

1. State Specific Use: _____
2. Use Group, Proposed: _____
3. Change in Use Group, Indicate Present: _____
- C. MIXED USE -List secondary use(s): _____
- D. Construct. Classification: Present _____ Proposed _____

III. PLAN REVIEW (optional)

DO YOU WANT:

1. ☐ Partial Releases
2. ☐ Prototype Processing

IV. DOES OR WILL YOUR BUILDING CONTAIN ANY OF THE FOLLOWING?

1. ☐ Elevators/Escalators/Lifts/ Dumbwaiters/Moving Walks
2. ☐ High Pressure Boilers
3. ☐ Pressure Vessels
4. ☐ Refrigeration Systems
5. ☐ Cross-Connections/Backflow Preventers
6. ☐ Hazardous Uses/Places of Assembly
7. ☐ Sprinklers/Standpipes
8. ☐ Smoke Control Systems in Open Wells
9. ☐ Underground Storage Tanks
10. ☐ Swimming Pools, Spas and Hot Tubs
11. ☐ LPGas Tanks
12. ☐ Fire Alarm

CERTIFICATION IN LIEU OF OATH

I. OWNER SECTION (to be completed if the applicant is the owner in fee)

I hereby certify that I am the owner in fee of the property listed on Page 1.

Mark the following applicable boxes:

- A. ☐ I further certify that a new home (private residence) will be constructed on this property for my own use and occupancy. This dwelling is to be occupied by myself and is not to be used for any purpose other than single family residential use. I attest that all construction, plumbing, or electrical work will be done, in whole or in part, by me or by subcontractors under my supervision, in accordance with all applicable laws; and, I further acknowledge that said new home is not covered under the New Home Warranty and Builders Registration Act (N.J.S.A. 46:3B-1 et seq.) and that such fact shall be disclosed to any person purchasing this property within ten years of the date of issuance of a certificate of occupancy.

I UNDERSTAND THAT IN MARKING BOX A, I ACKNOWLEDGE THAT I AM ASSUMING RESPONSIBILITY FOR THE WORK DONE ON SAID PROPERTY, THE CONDITION OF THE PROPERTY PRIOR TO, DURING, AND AFTER ANY WORK PERFORMED, AND FOR THE PERFORMANCE OF THE SUBCONTRACTORS I HIRE, EMPLOY, OR OTHERWISE CONTRACT OR WITH WHOM I MAKE AGREEMENTS TO PERFORM WORK. I AM VOLUNTARILY AND KNOWINGLY ASSUMING THIS RESPONSIBILITY.

- B. ☐ I further certify the following as required by the New Jersey Uniform Construction Code, N.J.A.C. 5:23-2.15(f)1.ix:

I personally prepared the plans submitted for: 1) the new home referred to in A.; or, 2) an addition, alteration, renovation, or repair to an existing single family residence owned and occupied by myself and located on the property listed on Page 1; or, 3) a new structure that will be physically separate from, but that will be deemed part of, an existing single family residence that is owned and occupied by myself and located on the property listed on Page 1.

- C. ☐ I further certify that I will perform or supervise the following work:

C.1. ☐ Building C.2. ☐ Fire Protection

I further certify that I will perform the following work:

C.3. ☐ Electrical C.4. ☐ Plumbing

- D. ☐ I agree to advise all contractors on this project that they are required to be registered with the New Jersey Division of Taxation and to comply with all New Jersey tax laws.

I further certify the following as required by the Uniform Construction Code, N.J.A.C. 5:23-2.15(a)5: All required State, county, and local prior approvals have been given, including such certification as the construction official may require.

I understand that if any of the above statements are willfully false, I am subject to punishment.

Signature _____ Date _____

II. AGENT SECTION (to be completed if the applicant is not the owner in fee)

I hereby certify the following as required by the Uniform Construction Code, N.J.A.C. 5:23-2.15(d): the proposed work is authorized by the owner in fee; and I have been authorized by the owner in fee to make this application as his agent.

I further certify the following as required by the Uniform Construction Code, N.J.A.C. 5:23-2.15(a)5: All required State, county, and local prior approvals have been given, including such certification as the construction official may require.

I agree to advise all contractors on this project that they are required to be registered with the New Jersey Division of Taxation and to comply with all New Jersey tax laws.

I understand that if any of the above statements are willfully false, I am subject to punishment.

☐ Check if contractor.

Agent Name Gary Kubiak & Son Electric, Inc

Address 12 Sharon Rd

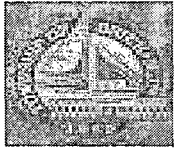
Robbinsville, NJ 08691

Telephone (609) 259-8600

Signature [Signature]

- III. ☐ LEAD HAZARD ABATEMENT: Include Homeowner or Building Owner Affidavit as per N.J.A.C. 5:17.

- IV. ☐ HOME ELEVATION: Include Home Elevation Contractor Certification as per N.J.S.A. 52:27D-123.16.



Brick Township
401 Chambersbridge Rd
Brick, NJ 08723

Date Issued 9/14/2018
Control Number C-18-002380
Permit Number 18-1920
Permit Issue Date 7/12/2018
Certificate Number 18-1920

Certificate

Construction Code Division

(Certificate of Approval)

Identification

Work Site Location: 105 HENDRICKSON AVE VMMS Brick Township, NJ Block: 1068 Lot: 15.01 Qual: _____
Owner in Fee: BRICK TOWNSHIP BOARD OF EDUCATION
Owner Address: 101 HENDRICKSON AVE. BRICK NJ 08724
Telephone: _____
Contractor GARY KUBIAK AND SON ELECTRIC INC
Address 12 SHARON ROAD ROBBINSVILLE NJ 08691
Telephone: (609) 259-8600 Fax: _____
License Number or Builders Registration Number: _____ Federal Emp. Number: _____

Home Warranty Number: _____

Type of Warranty Plan: ☐ State ☐ Private

Use Group: U Construction Classification: _____

Maximum Live Load: 0 Maximum Occupancy Load: 0

Description of Work/Use: SITE LIGHTING - - VETERANS MEMORIAL MIDDLE SCHOOL

Certificate Comments:

☐ Certificate of Occupancy

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☒ Certificate of Approval

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

☐ Certificate of Continued Occupancy

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ Temporary Certificate of Compliance

The following conditions must be met no later than or the owner will be subject to fine or order to vacate:

This certificate has an expiration date of:

Conditions to be met:

☐ Certificate of Clearance - Lead Abatement 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC5:17 to the following extent.

- ☐ Total removal of lead-based paint hazards in scope of work
☐ Partial or limited time period (years); see file

☐ Certificate of Clearance - Asbestos Abatement

This serves notice that based on written certification, asbestos abatement was performed to the following extent.

- ☐ Total removal of asbestos hazards in scope of work
☐ Partial or limited time period (years); see file

☐ Certificate of Compliance

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

☐ Temporary Certificate of Occupancy

The following conditions must be met no later than: or the owner will be subject to fine or order to vacate:

This certificate has an expiration date of:

Conditions to be met:

Construction Official

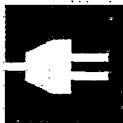
Fee: \$0.00

Check Number: _____

Collected By: _____



ELECTRICAL SUBCODE TECHNICAL SECTION



A. IDENTIFICATION—APPLICANT: COMPLETE ALL APPLICABLE INFORMATION. WHEN CHANGING CONTRACTORS, NOTIFY THIS OFFICE. CALL UTILITY DIG NO: 1-800-272-1000.

Block 1068 Lot 15.01 Qualification Code _____

Work Site Location Veterans Memorial Middle School Parking Lot
105 Hendrickson Ave, Brick, NJ

Owner in Fee: Brick Township Board of Education

Tel. (732) 785-3000 e-mail _____

Address 101 Hendrickson Ave. Brick 08724

Contractor: Gary Kubiak & Son Electric, Inc Tel: (609) 259-8600

Address 12 Sharon Road e-mail gku16@aol.com
Robbinsville NJ 08691

Contractor License No. 11633 Exp. Date 03/31/2021

Home Improvement Contractor Registration No. or Exemption Reason _____

Federal Emp. ID No. 22-3009633 FAX: (609) 259-8606

B. ELECTRICAL CHARACTERISTICS

Use Group Present _____ Proposed _____

[] Pole/Pad # _____ [] Temporary [] Other _____

Building Occupied as _____ Utility Co. _____

Est. Cost of Elec. Work \$ 80,000.00

JOB SUMMARY (Office Use Only)		INSPECTIONS		Dates (Month/Day)	
PLAN REVIEW		Type:	Failure	Failure	Approval
[] No Plans Required		Rough			
[] Partial - Underslab Utilities Approved		Barrier-Free			
Date: _____ Approved by: _____		Trench			
[x] Electric Plans Approved		Temp. Serv.			
Date: <u>6/29/18</u> Approved by: <u>PK</u>		Constr. Serv.			
Joint Plan Review Required:		TCO			
[] Bldg. [] Plumb. [] Fire [] Elev.		Other			
SUBCODE APPROVAL for PERMIT		Service			
Date: <u>6/29/18</u> Approved by: <u>[Signature]</u>		Final			
SUBCODE APPROVAL for CERTIFICATE		Barrier-Free			
[] CO [] CCO		Temp. Cut-in-Card Date Issued			
Date: <u>6/13/18</u> Approved by: <u>[Signature]</u>		Final Cut-in-Card Date Issued			
		Annual Pool Inspection			
		Date of Grounding and Bonding			
		Certification			

C. CERTIFICATION IN LIEU OF OATH

I hereby certify that I am the (creation) owner of record and am authorized to make this application and perform the work listed on this application.

Applicant sign/Contractor sign and seal here: _____

Print name here: Gary Kubiak, Inc.

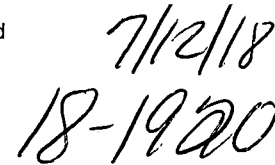
☒ Licensed Elec. Contractor ☐ Licensed Landscape Irrigation Contr ☐ Exempt Applicant

D. TECHNICAL SITE DATA

DESCRIPTION OF WORK:

QTY	SIZE	ITEMS	FEE (Office Use Only)
<u>13</u>		Lighting Fixtures	
		Receptacles	
		Switches	
		Detectors	
<u>7</u>		Light Poles	
		Motors—Fract. HP	
		Emergency & Exit Lights	
		Communications Points	
		Alarm Devices/F.A.C. Panel	
<u>20</u>		TOTAL NUMBERS	
		Pool Permit/with UW Lights	
		Storable Pool/Spa/Hot Tub	
		KW Elec. Range/Receptacle	
		KW Oven/Surface Unit	
		KW Elec. Water Heater	
		KW Elec. Dryer/Receptacle	
		KW Dishwasher	
		HP Garbage Disposal	
		KW Central A/C Unit	
		HP/KW Space Heater/Air Handler	
		KW Baseboard Heat	
		HP Motors 1/+ HP	
		KW Transformer/Generator	
		AMP Service	
		AMP Subpanels	
		AMP Motor Control Center	
		KW Elec. Sign/Outline Light	

Administrative Surcharge \$ _____
Minimum Fee \$ _____
State Permit Surcharge Fee \$ _____
TOTAL FEE \$ _____

TOTAL FEE \$

Applicant: When submitting this form to your Local Construction Code Enforcement Office, please provide one original plus three photocopies.

8/21/18 Mr. Nobody around spoke to contractor on phone,
spoke with him, but not installed.

⑧
leaf



Continued

RECEIVING CLERK _____
DATE REC'D _____

ZONING PERMIT APPLICATION

PERMIT # ZP18-10763
DATE ISSUED 7/12/18

BLOCK: 1064 LOT: 15.01 QUALIFIER: _____ SITE ADDRESS: 105 Henderson Ave

IDENTIFICATION:

1. NAME OF OWNER IN FEE: Brick Township BOE
COMPLETE ADDRESS: 101 Henderson Ave
Brick NJ 08724
PHONE # 732-765-3000 EMAIL: _____
2. NAME OF APPLICANT: Gary Kubiak Person Electric
APPLICANT ADDRESS: 12 Sharon Road
Robbinsville NJ 08691
PHONE # 609-259-8600 EMAIL: G-Ku16@qol.com
3. RESPONSIBLE PERSON FOR WORK: Thomas Silvera
PHONE # 609-259-8600 FAX # 609-259-8606
4. SIGNATURE OF APPLICANT: Thomas Silvera

FOR OFFICE USE ONLY

FEE SUMMARY:

APPLICATION FEE: \$ _____
OTHER: \$ _____
TOTAL: \$ _____

REQUIRED BY APPLICANT

RESIDENTIAL: _____
COMMERCIAL: ✓
EXISTING USE: School
PROPOSED USE: _____

BOARD APPROVAL: _____ PB _____ ZB _____
RESOLUTION #: _____
APPROVAL DATE: _____

PROJECT DESCRIPTION: (PLEASE CHECK APPLICABLE WORK & DESCRIBE)

*NEW BUILDING: _____ *ADDITION _____ *ALTERATION _____ *PORCH _____ *DECK _____

POOL: ABOVE GROUND _____ IN GROUND _____ FENCE: HEIGHT _____ TYPE _____ MATERIAL _____

HEIGHT: _____ (*IF APPLICABLE)

OTHER _____

DESCRIPTION: Parking LOT Lighting Relocate Exist Light Poles

ZONING REVIEW:

DATE REVIEWED: 7-12-18 DATE DENIED: _____

DATE APPROVED: 7-12-18

INITIALS: _____

(SEE BACK PAGE)

TOWNSHIP OF BRICK ZONING CHECKLIST

1) Four(4) copies of plot plan containing:

- All existing and proposed structures
- All dimensions of the lot and structures
- All setbacks from the structures to the property lines.
- All adjacent streets and waterways
- If applicable, include a copy of the Zoning Board of Adjustment Resolution, the date that the map was signed, and/or the date that the subdivision map was filed with the Ocean County Clerk, along with the file map and number.

2) Two copies of the plans with dimensions and heights noted:

- Floor plans and elevations
- Signed site plans
- Property map
- Survey map

Choose which is applicable for submission

3) Plot plans and building plans must match for complete review

NOTE: NO PARTIAL, TAPED, FAXED, REDUCED OR ENLARGED COPIES CAN BE ACCEPTED

OFFICE USE ONLY

ZONING REVIEW:

DATE REVIEWED: 7/12/18 DATE DENIED: DATE APPROVED: 7/12/18 INTLS: 520

[illegible]

LAND USE

245 Attachment 5

Township of Brick

SCHEDULE OF AREA, YARD AND BUILDING REQUIREMENTS

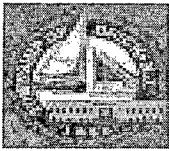
Township of Brick
Ocean County, New Jersey

[Amended 6-26-1979 by Ord. No. 354-2B-79; 4-22-1980 by Ord. No. 354-2H-80; 10-14-1980 by Ord. No. 354-2N-80; 9-23-1980 by Ord. No. 354-1B-80; 8-25-83 by Ord. No. 354-2SS-83; 11-5-1984 by Ord. No. 354-2AAA-84; 11-5-1984 by Ord. No. 354-2CCC-84; 6-24-1986 by Ord. No. 354-2WWW-86; 9-13-1988 by Ord. No. 354-2TTTT-88; 9-27-1988 by Ord. No. 354-2XXXX-88; 9-12-2000 by Ord. No. 354-2EE-00; 5-9-2000 by Ord. No. 354-2Z-00; 3-26-2002 by Ord. No. 354-2C-02; 11-26-2002 by Ord. No. 354-2L-02; 3-25-2003 by Ord. No. 354-2D-03; 6-13-2006 by Ord. No. 19-06]

Zone	Minimum Lot Size						Minimum Required Yard Depth						Maximum Lot Coverage by Building	Maximum Building Height				Minimum Floor/ Building Area (square feet) 2 stories/1 story	Maximum Allowable Impervious Coverage
	Interior Lots			Corner Lots			Principal Building				Accessory Building			Stories	Eaves (feet)	Feet	Ridge (feet)		
	Area (square feet)	Width (feet)	Depth (feet)	Area (square feet)	Width (feet)	Depth (feet)	Front Yard (feet)	Side Yard, Each (feet)	Both Sides Combined (feet)	Rear Yard (feet)	Side Yard (feet)	Rear Yard ¹ (feet)							
R-R	40,000	150	150	40,000	150	150	50	25		50	25	25	25%	-	25			-	
RR-2	See § 245-90.																		
RR-3	See § 245-103.																		
R-20	20,000	100	125	25,000	100	125	40	15	-	40	10	10	25%	-	25	35	38.5	-	
R-15	15,000	100	115	17,250	100	115	35	12	-	35	10	10	25%	-	25	35	38.5	-	
R-10	10,000	90	100	10,500	100	100	30	6	20	20	5	5	30%	-	25	35	38.5	-	
R-7.5	7,500	75	90	9,000	75	90	25	6	15	15	5	5	30%	-	25	35	38.5	-	
R-5	5,000	50	75	6,000	50	75	20	5	12	15	5	5	35%	-	25	35	38.5	-	
O-P	15,000	100	150	15,000	100	150	50	10	-	50	20	50	35% ²	2	-	35	38.5	1,500	70%
B-1	10,000	100	90	12,500	100	125	30	10	-	20	10	20	30% ²	2	-	35	38.5	1,000	60%
B-2	20,000	125	125	20,000	125	125	50	10	-	50	10	50	30% ²	2	-	35	38.5	2,000	65%
B-3	2 acres	200	200	2 acres	200	200	75	30	-	50	20	50	25% ²	-	-	35	38.5	2,000	65%
B-4	5 acres	300	300	-	-	-	100	50(150 ¹)	-	100(150 ¹)	20	50	25%	3	-	35	38.5	30,000	70%
M-1	5 acres	300	300	5 acres	300	300	100	50	-	150	75	150	30% ²	-	-	35	38.5	5,000	65%
R-M	25 acres	350	200	-	-	-	50	50	-	30	30	30	20%	-	25	35	38.5	-	65%
O-P-T	40,000	150	150	40,000	150	150	50	20	-	50	20	50	25% ²	2	-	35	38.5	2,000	50%
H-S	See § 245-261.																		
														-	-	-	-		70%

NOTES:

- ¹ If adjacent to residential zone or use.
- ² The maximum lot coverage shall refer only to that percentage of an affected lot which is suitable for building.
- ³ For rear yard setback requirements for accessory buildings on waterfront property, see § 245-10D.



Brick Township
401 Chambers Bridge Rd.

Brick, NJ 08723
(732) 262-1336

Date Issued:

Application Number: 7/12/18
ZA-18-00830

Application Date: 7/12/2018

Project Number:

Permit Number:

Fee:

2P-18-00763
\$0.00

Zoning Permit

Worksite **101 - 107 HENDRICKSON AVE**
Location: **Brick Township, NJ 08724**

Owner: **BRICK TOWNSHIP BOARD OF EDUCATION**
Address: **101 HENDRICKSON AVE.**
BRICK, NJ 08724

Applicant: **GARY KUBIAK AND SON ELECTRIC INC**
Address: **12 SHARON ROAD**
ROBBINSVILLE, NJ 08691

Block: 1068 Lot: 15.01 Qualifier: _____ Zone: O-P-T

This Certifies that an application for the issuance of a Zoning Permit has been examined.

Present Use: Brick Board of Education Facility

☐ Non Conforming Use

☐ Non Conforming Structure

Proposed Use: Brick Board of Education Facility (Veterans Memorial School Complex)

Work Description:

Site Improvement Work - Installation of new light poles located in the parking lot area.

Brick Township Planning Board Capital Project Approval Resolution. Res No: R-19-18
July 11, 2018

Additional Zoning Permit is required for additional work.

Application Approved Date: 7/12/2018

Upon review it was determined that the Zoning Permit:

☒ Permitted by Ordinance

☐ Permitted by Variance approved on: _____

☐ Approved with Conditions

☐ Valid Nonconforming Use/Structure is established by

☐ Zoning Board of Adjustment

☐ Zoning Officer

7/12/2018

Christopher J. Romano
Christopher J. Romano, Assistant Zoning Officer

Date

Sean Kinney
Sean Kinney, Zoning Officer

7/12/18
Date

BRICK TOWNSHIP PLANNING BOARD

CAPITAL PROJECT APPROVAL RESOLUTION

RESOLUTION R-19-18

Page 1 of 2

July 11, 2018

WHEREAS, the **BRICK TOWNSHIP BOARD OF EDUCATION** intends to make parking lot improvements at Veterans Memorial School Complex, 101 Hendrickson Ave., Block 1068, Lot 15.01, necessitating the expenditure of public funds: and

WHEREAS, pursuant to N.J.S.A. 40:55D-31, this proposed action as described above was referred to the Planning Board for its recommendation; and

WHEREAS, Michael Fowler, Municipal Planner, presented to the Planning Board certain information and materials relating to the construction, installation and necessity of these improvements;

NOW, THEREFORE, the Board does, based upon the foregoing information, make the following findings:

1. The proposal is consistent with the Master Plan and in particular those aspects of the Master Plan relating to the development of public facilities and the location thereof.

K/c
BOE
7/12/18
BLOG.

NOW, THEREFORE, be it resolved by the Brick Township Planning Board on this 11th day of July, 2018 that it favorably recommends the undertaking and completion of this project by the Township of Brick.

MOVED BY: Mr. Philipson

SECONDED BY: Councilman Mummolo

VOTING IN THE AFFIRMATIVE: Mr. Clayton, Councilman Mummolo, Mr. Gross, Mr. Nugent, Ms. Della Volle, Mr. Aiello, Mr. Cooke, Mr. Philipson, Mr. Osipovitch

VOTING IN THE NEGATIVE:

INELIGIBLE:

ABSENT: Mr. Occhiogrosso, Ms. Lambusta

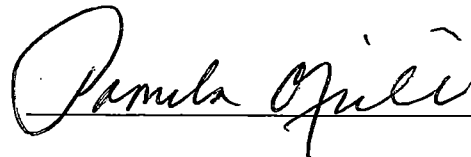
ABSTAINED:

PRESENT BUT NOT VOTING:

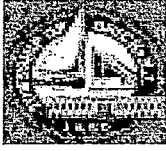
CERTIFICATION

I, **PAMELA O'NEILL**, Clerk of the Planning Board of the Township of Brick, County of Ocean, State of New Jersey, do hereby certify that the foregoing Resolution was duly **ADOPTED** by the said Planning Board of the Township of Brick at a Regular Meeting held on the 11th day of July, 2018.

IN WITNESS WHEREOF, I have set my hand this 11th day of July, 2018.

A handwritten signature in cursive script, reading "Pamela O'Neill", written over a horizontal line.

PAMELA O'NEILL
Clerk of the Planning Board



Brick Township
401 Chambers Bridge Rd.
Brick, NJ 08723
(732) 262-1336

Date Issued: _____
Application Number: ZA-18-00830
Application Date: 7/12/2018
Project Number: _____
Permit Number: _____
Fee: \$0.00

Zoning Permit

Worksite **101 - 107 HENDRICKSON AVE**
Location: **Brick Township, NJ 08724**

Owner: **BRICK TOWNSHIP BOARD OF EDUCATION**
Address: **101 HENDRICKSON AVE.**
BRICK, NJ 08724

Applicant: **GARY KUBIAK AND SON ELECTRIC INC**
Address: **12 SHARON ROAD**
ROBBINSVILLE, NJ 08691

Block: 1068 Lot: 15.01 Qualifier: _____ Zone: O-P-T

This Certifies that an application for the issuance of a Zoning Permit has been examined.

Present Use: Brick Board of Education Facility

☐ Non Conforming Use

☐ Non Conforming Structure

Proposed Use: Brick Board of Education Facility (Veterans Memorial School Complex)

Work Description:

Site Improvement Work - Installation of new light poles located in the parking lot area.

Brick Township Planning Board Capital Project Approval Resolution. Res No: R-19-18
July 11, 2018

Additional Zoning Permit is required for additional work.

Application Approved Date: 7/12/2018

Upon review it was determined that the Zoning Permit:

☒ Permitted by Ordinance

☐ Permitted by Variance approved on: _____

☐ Approved with Conditions

☐ Valid Nonconforming Use/Structure is established by

☐ Zoning Board of Adjustment

☐ Zoning Officer

Christopher J. Romano, Assistant Zoning Officer

7/12/2018

Date

Sean Kinnevy
Sean Kinnevy, Zoning Officer

7/12/18
Date



CONSTRUCTION PERMIT

Date Issued 7/12/2018
Control # C-18-002380
Permit # 18-1920

IDENTIFICATION Block: 1068 Lot: 15.01 Qualifier _____
Work Site Location: 105 HENDRICKSON AVE VMMS Brick Township, NJ Contractor GARY KUBIAK AND SON ELECTRIC INC
Address 12 SHARON ROAD ROBBINSVILLE NJ 08691
Owner in Fee BRICK TOWNSHIP BOARD OF EDUCATION
101 HENDRICKSON AVE. BRICK NJ 08724 Telephone: (609) 259-8600
Telephone: _____ Lic. No. or Bldrs. Reg. No. 11633 11633 11633
Federal Employee No. _____

Is hereby granted permission to perform the following work:

- ☒ BUILDING ☐ PLUMBING ☐ LEAD HAZARD ABATEMENT
☒ ELECTRICAL ☐ FIRE PROTECTION ☐ DEMOLITION
☐ ELEVATOR DEVICES ☐ ASBESTOS ABATEMENT (Subchapter 8 only) ☐ OTHER

DESCRIPTION OF WORK:

SITE LIGHTING - VETERANS MEMORIAL MIDDLE SCHOOL

Note: If construction does not commence within one (1) year of date of issuance, or if construction ceases for a period of six (6) months, this permit is void.

Estimated Cost of Work \$100,000

D. Newman
Construction Official

7/12/18
Date

U.C.C. F170
equiv (rev 1/04)

1 WHITE - INSPECTOR

2 CANARY - OFFICE

3 PINK - TAX ASSESSOR

4 GOLD - APPLICANT

PAYMENTS (Office Use Only)

Building	\$0
Electrical	\$0
Plumbing	\$0
Fire Protection	\$0
Elevator Devices	\$0
Other	\$0.00
DCA Training Fee	\$0
CO Fee	
Other	\$0
Total	\$0
Check No.	
Cash	\$0
Credit	\$0
Collected By	

REQUIRED INSPECTIONS

Construction work must be inspected in accordance with the State Uniform Construction Code Regulations N.J.A.C. 5:23-2.18. This agency will carry out such periodic inspections during the progress of work as are necessary to insure that the work installed conforms with the requirements of the Uniform Construction Code.

The owner or other responsible person in charge of work must notify this agency when work is ready for any required inspections specified below. Requests for inspections must be made at least 24 hours prior to the time the inspection is desired. Inspections will be performed within three business days of the time for which they are requested. The work must not proceed in a manner which will preclude the inspection until it has been made and approval granted.

☐ Required inspections for all subcodes for one- and two-family dwellings are as follows:

1. The bottom of footing trenches before placement of footings, except that in cases of pile foundations, inspections shall be made in accordance with the requirements of the building subcode.
2. Foundations and all walls up to grade level prior to back filling.
3. All structural framing, connections, wall and roof sheathing and insulation; electrical rough wiring, panel and service installation; rough plumbing. The framing inspection shall take place after the rough electrical and plumbing inspections and after the installation of the heating, ventilation and /or air conditioning duct system. The insulation inspection shall be performed after all other subcode rough inspections and prior to the installation of any interior finish material.
4. Installation of all finished materials, sealings of exterior joints, plumbing piping, trim and fixtures; electrical wiring, devices and fixtures; mechanical systems equipment.

Additional required inspections for all subcodes of construction, for other than one- and two-family dwellings, are fire suppression systems, heat producing devices and Barrier Free subcode accessibility, if applicable.

☐ Required special inspections. The applicant by accepting the permit will be deemed to have consented to these requirements:

☒ A final inspection is required for each applicable subcode area before a final Certificate of Occupancy or Approval may be issued. The final inspections include the installation of all interior and exterior finish materials, sealing of exterior joints, mechanical system and other required equipment; electrical wiring, devices and fixtures; plumbing pipes, trim and fixtures; tests required by any provision of the adopted subcodes, Barrier Free accessibility, if applicable; and verification of compliance with NJAC 5:23-3.5, "Posting structures".

☒ A complete copy of released plans must be kept on the job site.

If you do not understand any of this information, please ask.

ENGINEERING PERMIT APPLICATION

RECEIVING CLERK: _____

PERMIT #: _____

BLOCK: 1068LOT: 15.01ADDRESS: 105 Hendrickson Ave**IDENTIFICATION:**

1. WORK SITE ADDRESS: 101 Hendrickson Ave
2. NAME OF OWNER IN FEE: Brick twp BOE
ADDRESS: 101 Hendrickson PHONE #: () _____
FAX #: () _____
3. PRINCIPAL CONTRACTOR: Gary Kubiak + son elct
ADDRESS: 12 Sharon Rd PHONE #: 609 259 8600
Robbinsville NJ FAX #: () 259 8606
4. ARCHITECT OR ENGINEER: Suburban
ADDRESS: 96 Rt 206 PHONE: # (732) 282 1776
5. RESPONSIBLE PERSON FOR WORK: Gary Kubiak
ADDRESS: 12 Sharon Rd Robbinsville NJ
PHONE #: 609 259-8600 FAX #: 609 259 8606 E-MAIL: GKw16@aol.com

PROJECT DESCRIPTION: ☐ GRADING/CLEARING ☐ ROAD OPENING☐ SOIL REMOVAL/FILL ☐ RETAINING WALL ☐ POOL☐ BULKHEAD/DOCK ☐ DWELLING ☐ TREE REMOVAL _____☐ OTHER Electric Lights + Poles

LENGTH: _____ WIDTH: _____ HEIGHT: _____

FEE SUMMARY:

APPLICATION FEE: \$ _____

REVIEW FEE: \$ _____

INSPECTION FEE: \$ _____

OTHER _____: \$ _____

BOND(S): \$ _____

TOTAL: \$ _____

SPECIAL CONDITIONS:

OCEAN COUNTY SOILS: _____

DRAINAGE EASEMENTS: _____

UTILITY EASEMENTS: _____

CONSERVATION EASEMENTS: _____

FEMA REQUIREMENTS: _____

D.E.P. PERMITS: _____

BOARD APPROVAL: ☐ PB ☐ ZB

APPLICATION NUMBER: _____

APPROVED DATE: _____

ENGINEERING REVIEW:

DATE RECEIVED: _____ DATE REJECTED: _____ DATE APPROVED: _____ INITIALS: _____

FILE COPY

INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT WORKFORCE REPORT – CONSTRUCTION (AA201)

DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.
2. The Department of Labor & Workforce Development, Construction EEO Monitoring Program will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.
3. Enter the prime contractor's name, address and zip code number.
4. Check box if Company is Minority Owned or Woman Owned
5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.
6. Enter the name and address of the project, including the county in which the project is located.
7. Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.
8. Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.
9. Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journey worker, AP=Apprentice). Include projected phase-in and completion dates.
10. Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior to signing the contract.

THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY AWARDING THE
CONTRACT AND FORWARD A COPY TO:

NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING UNIT
P.O. BOX 209
TRENTON, NJ 08625-0209
(609) 292-9550

FILE COPY

STATE OF NEW JERSEY
DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FORM AA-201
Revised 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only
Assignment

Code

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

1. FID NUMBER		2. CONTRACTOR ID NUMBER		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT Name: Address:					
3. NAME AND ADDRESS OF PRIME CONTRACTOR (Name) (Street Address) (City) (State) (Zip Code)				CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD					
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []				6. NAME AND ADDRESS OF PROJECT Name: Address:				7. PROJECT NUMBER	
9. TRADE OR CRAFT				COUNTY				8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES ☐	
				PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES	
				MALE		FEMALE		PROJECTED PHASE - IN	
				J	AP	J	AP	DATE	COMPLETION DATE
1. ASBESTOS WORKER									
2. BRICKLAYER OR MASON									
3. CARPENTER									
4. ELECTRICIAN									
5. GLAZIER									
6. HVAC MECHANIC									
7. IRONWORKER									
8. OPERATING ENGINEER									
9. PAINTER									
10. PLUMBER									
11. ROOFER									
12. SHEET METAL WORKER									
13. SPRINKLER FITTER									
14. STEAMFITTER									
15. SURVEYOR									
16. TILER									
17. TRUCK DRIVER									
18. LABORER									
19. OTHER									
20. OTHER									

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

(Signature)

10. (Please Print Your Name)

(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)

Attachment 1

SAMPLE AA201 AND INSTRUCTIONS

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: _____

Bidder Name: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

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

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, he/she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012, c.25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below:**

OR

☐ I am unable to certify as above because the bidder and/or one of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. **I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name _____ Relationship to Bidder/Owner _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Officer Contact Name _____

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

SCE-R09880.011
May 2018

**Veterans Memorial Middle School Parking Lot Renovations
Brick Township Board of Education**

NOTICE OF FEDERALLY MANDATED ANTI-DRUG/ALCOHOL PLAN

**BRICK TOWNSHIP BOARD OF EDUCATION
VETERANS MEMORIAL MIDDLE SCHOOL PARKING LOT RENOVATIONS
TOWNSHIP OF BRICK, COUNTY OF OCEAN, STATE OF NEW JERSEY
OUR FILE No.: SCE-R09880.011**

The Contractor is advised that a Federal Mandate, effective January 1, 1996, requires all businesses having employees with a commercial driver's license to have a program of random drug and alcohol testing in accordance with 49 CFR parts 40, 199 and 391.

The successful bidder shall submit evidence that it is participating in a random drug and alcohol-testing program.

Failure to show evidence of meeting these requirements shall be grounds to render said bid as informal and cause its rejection.

Bidders Name: _____

Bidder's Signature: _____

Date: _____

COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT

**BRICK TOWNSHIP BOARD OF EDUCATION
VETERANS MEMORIAL MIDDLE SCHOOL PARKING LOT RENOVATIONS
TOWNSHIP OF BRICK, COUNTY OF OCEAN, STATE OF NEW JERSEY
OUR FILE No.: SCE-R09880.011**

Bidder's Past Record under the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.24 inclusive) and all acts amendatory thereof and supplemental thereto.

Special Instructions: Answer each question with a "yes" or "no" entered in the space provided and furnish additional information when required.

1. Has the bidder been notified by the Commissioner of Labor and Industry by notice issued pursuant to N.J.S.A. 34:11-56.37 that he/she have been blacklisted for failure to pay the prevailing wages as required by the New Jersey Prevailing Wage Act? _____
2. Has any person having an "interest" in the bidder within the meaning of N.J.S.A. 34:11-56.38 been blacklisted as aforesaid? _____
3. Has any person having an interest in the bidder within the meaning of N.J.S.A. 34:11-56.38 had any "interest" as aforesaid in any firm, corporation, or partnership, which has been blacklisted as aforesaid? _____
4. If the answer to any of the aforesaid questions is "Yes" annex a full statement showing the date of the action taken by the Commissioner of Labor and Industry, the subsequent action, if any, taken with respect to such action of the Commissioner, the name of the person, firm, corporation or partnership blacklisted by the commissioner, and the nature, character and extent of the interest existing between the bidder and the name which was blacklisted as aforesaid.

Bidders Name: _____

Bidder's Signature: _____

Date: _____

SCE-R09880.011
May 2018

**Veterans Memorial Middle School Parking Lot Renovations
Brick Township Board of Education**

**HOLD HARMLESS AGREEMENT AND
CERTIFICATION OF INSURANCE COVERAGE**

**BRICK TOWNSHIP BOARD OF EDUCATION
VETERANS MEMORIAL MIDDLE SCHOOL PARKING LOT RENOVATIONS
TOWNSHIP OF BRICK, COUNTY OF OCEAN, STATE OF NEW JERSEY
OUR FILE No.: SCE-R09880.011**

Between: Brick Township Board of Education
 101 Hendrickson Ave
 Brick, New Jersey 08724

AND

Contractor

Address (not a post office box)

Telephone and FAX number

It is understood and agreed the Contractor is:

An independent Contractor and not an employee of the Brick Township Board of Education.

The Contractor agrees to indemnify and hold harmless the Township of Brick, the Brick Township Board of Education, the NJDEP, the Engineer and all of their associated officers, agents, and employees of and from any and all suits, actions and all costs, damages and changes of whatsoever kind and nature, including attorneys fees to which the Township may be put for or on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission of the party of the Contractor in the performance of operations under this Contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.

The Contractor shall hold the, Township of Brick, the Brick Township Board of Education and the Engineer harmless for damages to the Contractor's equipment utilized during the term of this contract.

The Contractor agrees to comply with the Brick Township Board of Education's insurance requirements.

LIST OF SUBCONTRACTORS

BRICK TOWNSHIP BOARD OF EDUCATION
VETERANS MEMORIAL MIDDLE SCHOOL PARKING LOT RENOVATIONS
TOWNSHIP OF BRICK, COUNTY OF OCEAN, STATE OF NEW JERSEY
OUR FILE No.: SCE-R09880.011

<u>NAME</u>	<u>ADDRESS</u>	<u>TYPE OF WORK</u>	<u>% OF TOTAL CONTRACT PRICE</u>

EQUIPMENT OWNERSHIP AFFIDAVIT

**BRICK TOWNSHIP BOARD OF EDUCATION
VETERANS MEMORIAL MIDDLE SCHOOL PARKING LOT RENOVATIONS
TOWNSHIP OF BRICK, COUNTY OF OCEAN, STATE OF NEW JERSEY
OUR FILE No.: SCE-R09880.011**

STATE OF _____)
COUNTY OF _____) SS

I, _____ of the _____ of
_____ in the County of _____

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

I am _____ of the firm of _____

_____ the Bidder making the Proposal for the above-named Project, and that I
executed the said Proposal with full authority to do so; that said Bidder at the time of making this Bid does / does not (circle one) own,
lease or control all the equipment required to construct the above-named project in accordance with the Drawings and Contract Documents.

Said Bidder, if not the actual owner or lessee of any such equipment, indicates on an attached certificate, the source from which said
equipment will be obtained and accompanying said certificate is by certificate of the owner or person in control of said equipment definitely
granting to the Bidder the control of said equipment required during the time as may be necessary for the completion of that portion of the
project.

The undersigned further certifies all statements contained in said Proposal and in this affidavit are true and correct and made with the full
knowledge that the Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit
in awarding the contract for said work.

(an Individual)
The undersigned is (a Partnership) under the laws of the State of _____
(a Corporation)
(a Limited Liability Corporation)

having principal offices at _____

(Signature)

(Printed Name)

Acknowledged and Sworn Before Me

This _____ Day of _____

Notary Public

My Commission Expires _____

**SCE-R09880.011
May 2018**

**Veterans Memorial Middle School Parking Lot Renovations
Brick Township Board of Education**

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. 7:1D-2.2 commits any of the acts listed therein, and as determined according to applicable law and regulation.

(Insert Name and Address of Contractor)

(Insert Name and Title of Affiant)

Subscribed and sworn

before me this _____ day
of _____ 20 _____

Notary Public of _____

My commission expires _____, 20 _____

**STATE TREASURER'S LIST OF DEBARRED, SUSPENDED AND DISQUALIFIED
BIDDERS**

**BRICK TOWNSHIP BOARD OF EDUCATION
VETERANS MEMORIAL MIDDLE SCHOOL PARKING LOT RENOVATIONS
TOWNSHIP OF BRICK, COUNTY OF OCEAN, STATE OF NEW JERSEY
OUR FILE No.: SCE-R09880.011**

The Contractor shall submit with his bid a sworn statement, as set forth herein signed by an officer or partner of the Contractor, indicating whether or not the Contractor is at the time of the bid, included on the State Treasurer's List of Debarred, Suspended, or Disqualified Bidders. The Contractor will immediately notify the Owner whenever it appears that a Contractor is on the State Treasurer's List. The Contractor may be debarred, suspended, or disqualified from contracting with the State of New Jersey and NJDEP if the Contractor commits any of the acts listed in N.J.A.C. 7:1D-2.2.

STATE OF NEW JERSEY

§

COUNTY OF _____

I, _____ of the City of _____

in the County of _____ and the State of _____ of full age,

being duly sworn according to law on my oath depose and say that:

I am _____, an officer of the firm of

_____ the bidder making the 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, State Treasurer's List of Debarred, Suspended and Disqualified Bidder; and that all statements contained in said Proposal and in the affidavit are true and correct, and made with the full knowledge that the Owner as Local Unit relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

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

CERTIFICATE OF NON-SEGREGATED FACILITIES

**BRICK TOWNSHIP BOARD OF EDUCATION
VETERANS MEMORIAL MIDDLE SCHOOL PARKING LOT RENOVATIONS
TOWNSHIP OF BRICK, COUNTY OF OCEAN, STATE OF NEW JERSEY
OUR FILE No.: SCE-R09880.011**

THE UNDERSIGNED CERTIFIES that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the 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, transportation, and housing facilities, recreation or entertainment areas, parking lots, drinking fountains provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or nation origin, because of habit, local custom, or otherwise.

THE UNDERSIGNED FURTHER AGREES that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he/she 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 provisions of the Equal Opportunity clause; that he/she will retain certifications in his/her files; and that he/she will forward a notice to his/her proposed subcontractors as provided in the Instructions to Bidders.

(an Individual)

The undersigned is (a Partnership) under the laws of the State of _____

(a Corporation)

(a Limited Liability Corporation)

having principal offices at _____

(Signature)

(Printed Name)

Acknowledged and Sworn Before Me

This _____ Day of _____

Notary Public

My Commission Expires _____

Veterans Memorial Middle School Parking Lot Renovations

**BRICK TOWNSHIP BOARD OF EDUCATION
VETERANS MEMORIAL MIDDLE SCHOOL PARKING LOT RENOVATIONS
TOWNSHIP OF BRICK, COUNTY OF OCEAN, STATE OF NEW JERSEY
OUR FILE No.: SCE-R09880.011**

This information will be used to assist the Owner to judge the Bidder's experience, skill and business standing.

[illegible]

having principal offices at _____

(Printed Name)

This _____ Day of _____

My Commission Expires _____

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

**BRICK TOWNSHIP BOARD OF EDUCATION
VETERANS MEMORIAL MIDDLE SCHOOL PARKING LOT RENOVATIONS
TOWNSHIP OF BRICK, COUNTY OF OCEAN, STATE OF NEW JERSEY
OUR FILE No.: SCE-R09880.011**

Name of Prime Contractor _____

Project Number _____

Instructions

This certification is required pursuant to Executive Order 11246, Part II, Section 203(b), (30F.R.12319-25). Any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contractor or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instructions, such contractor shall be required to submit a compliance report.

CONTRACTOR'S CERTIFICATION

Contractor's Name: _____

Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

YES _____ NO _____

2. Compliance reports were required to be filed in connection with such contract or subcontract.

YES _____ NO _____

If YES, state what reports were filed and with what agency:

3. Bidder has filed all compliance reports due under applicable instructions, including EEO-1.

YES _____ NO _____

If answer to Item 3. is NO, please explain in detail on reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law. (U.S. Code, Title 18, Section 1001)

NAME AND TITLE OF SIGNER – Please Type

SIGNATURE

DATE

**CERTIFICATION OF BIDDER REGARDING
AFFIRMATIVE ACTION PROGRAM**

**BRICK TOWNSHIP BOARD OF EDUCATION
VETERANS MEMORIAL MIDDLE SCHOOL PARKING LOT RENOVATIONS
TOWNSHIP OF BRICK, COUNTY OF OCEAN, STATE OF NEW JERSEY
OUR FILE No.: SCE-R09880.011**

This certification is made pursuant to Public Law 1975, Chapter 127 and the rules promulgated thereunder. In accordance therewith, the Bidder and Subcontractors agree to comply with applicable rules and to either obtain approval from the Treasurer of the State of New Jersey or to offer proof of an existing Federally approved affirmative action program.

CERTIFICATION BY BIDDER

Bidder's Name: _____
Address: _____

1. Bidder has a valid Certificate of Employee Information Report; a copy of which has been enclosed with bid.

YES _____ NO _____

2. Subcontractors have valid Certificate of Employee Information Reports; copies of which for each subcontractor have been enclosed with bid.

YES _____ NO _____

3. Bidder and subcontractors agree to comply with State Affirmative Action Regulations and to file appropriate documents with the State Agency after notification of award but prior to signing the contract.

YES _____ NO _____

I certify that the above information is correct to the best of my knowledge.

(Signature)

(Printed Name)

Acknowledged and Sworn Before Me

This _____ Day of _____

Notary Public

My Commission Expires _____

**SCE-R09880.011
May 2018**

**Veterans Memorial Middle School Parking Lot Renovations
Brick Township Board of Education**

Corporation Principal:

(Name of Corporation)

Attest:

Title

By: _____ (seal)
(Signature of Officer & Title)

(Printed or Typed Name of Officer)

OR (If Appropriate)

(Name of Corporation)

*By: _____ (seal)
(Signature of Authorized Representative)

Witness:

_____ (seal)
(Printed or Typed Name of Representative)

* Attach appropriate proof, dated as of the same date of the Bond, evidencing authority to execute in behalf of the corporation.

**SCE-R09880.011
May 2018**

**Veterans Memorial Middle School Parking Lot Renovations
Brick Township Board of Education**

Partnership Principal:

Witness:

(Name of Partnership)

By: _____ (seal)

(Signature of Partner)

(Printed or Typed Name of Partner)

(Address of Partner)

Witness:

By: _____ (seal)

(Signature of Partner)

(Printed or Typed Name of Partner)

(Address of Partner)

Witness:

By: _____ (seal)

(Signature of Partner)

(Printed or Typed Name of Partner)

(Address of Partner)

Witness:

By: _____ (seal)

(Signature of Partner)

(Printed or Typed Name of Partner)

(Address of Partner)

BID BOND

**BRICK TOWNSHIP BOARD OF EDUCATION
VETERANS MEMORIAL MIDDLE SCHOOL PARKING LOT RENOVATIONS
TOWNSHIP OF BRICK, COUNTY OF OCEAN, STATE OF NEW JERSEY
OUR FILE No.: SCE-R09880.011**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____
_____ as Principals, and _____
_____ as Surety, are hereby held and firmly bound unto **Brick Township Board of Education** as Owner
in the penal sum of _____ Dollars, (\$ _____)
for the payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted to **Brick Township Board of Education**
the accompanying Bid, dated _____ 20 _____ attached and hereby made a part hereof, for _____

NOW, THEREFORE, if the Principal shall not withdraw said Bid within sixty (60) days after the said opening, and the Owner shall accept
the bid of the Principal and the Principal shall, within ten (10) business days after the date of notification of award, enter into a written
Contract with the Owner in accordance with the Bid as accepted, and give bond(s) with good and sufficient surety or sureties, as may be
required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the
period specified, or the failure to enter into such Contract and give such bond(s) within the time specified, if the Principal shall pay the
Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work or
supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full
force and effect.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of
_____, 20 _____, the name and corporate party being thereto affixed, and these presents signed by its
undersigned representative, pursuant to the authority of its governing body.

Individual Principal:

By: _____ (seal)
(Signature of Individual)

Witness:

(Printed or Typed Name)

Bidder Is:

A Joint Venture

By _____ (Seal)
(Name - Print or Type)

(Address)

(Signature) *

By _____ (Seal)
(Name - Print or Type)

(Address)

(Signature) *

By _____ (Seal)
(Name - Print or Type)

(Address)

(Signature) *

(Each Joint Venture must sign. The manner of signing for each individual, Partnership, and Corporation that is a part to the Joint Venture should be in the manner indicated above.)

* Acknowledged and Sworn Before Me
This _____ Day Of _____

Notary Public
My Commission Expires _____

SCE-R09880.011
May 2018

**Veterans Memorial Middle School Parking Lot Renovations
Brick Township Board of Education**

Bidder Is:

A Corporation or S Corporation

By: _____ (Seal)

(Corporation Name - Print or Type)

(State of Incorporation)

By _____
(Name of Person Authorized To Sign - Print or Type)

(Title)

(Signature)

(Corporate Seal)

Attest: _____
(Secretary)

Business Address: _____

Phone No.: _____

* Acknowledged and Sworn Before Me

This _____ Day Of _____

Notary Public

My Commission Expires

**SCE-R09880.011
May 2018**

**Veterans Memorial Middle School Parking Lot Renovations
Brick Township Board of Education**

Bidder Is:

A Limited Liability Company

By: _____ (Seal)
(Firm Name - Print or Type)

(Managing Member/Member - Print or Type)

Business Address: _____

Phone No.: _____

(Signature)

* Acknowledged and Sworn Before Me

This _____ Day Of _____

Notary Public

My Commission Expires

**SCE-R09880.011
May 2018**

**Veterans Memorial Middle School Parking Lot Renovations
Brick Township Board of Education**

Bidder is:

An Individual

By: _____
(Individual's Name - Print or Type)

Doing Business As _____

Business Address: _____

Phone No.: _____

(Signature)

Bidder Is:

A Partnership, Limited Partnership, or Limited Liability Partnership

By: _____ (Seal)
(Firm Name - Print or Type)

(General Partner - Print or Type)

Business Address: _____

Phone No.: _____

(Signature)

* Acknowledged and Sworn Before Me

This _____ Day Of _____

Notary Public

My Commission Expires _____

SCE-R09880.011
May 2018

Veterans Memorial Middle School Parking Lot Renovations
Brick Township Board of Education

BRICK TOWNSHIP BOARD OF EDUCATION
VETERANS MEMORIAL MIDDLE SCHOOL PARKING LOT RENOVATIONS
TOWNSHIP OF BRICK, COUNTY OF OCEAN, STATE OF NEW JERSEY
OUR FILE No.: SCE-R09880.011

CONTINUED

Total Parking Lot Renovations Base Bid Price \$ _____
(In Figures)

Total Parking Lot Renovations Base Bid Price Written in Words

Submitted on _____ 20 _____

**BRICK TOWNSHIP BOARD OF EDUCATION
VETERANS MEMORIAL MIDDLE SCHOOL PARKING LOT RENOVATIONS
TOWNSHIP OF BRICK, COUNTY OF OCEAN, STATE OF NEW JERSEY
OUR FILE No.: SCE-R09880.011**

<u>ITEM NBR.</u>	<u>REFER. SECT.</u>	<u>UNIT MEAS.</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE IN FIGURES</u>	<u>EXTENDED AMOUNT</u>
1	158	LS	1	Soil Erosion & Sediment Control	\$ _____	\$ _____
2	200	LS	1	Grading and Earthwork	\$ _____	\$ _____
3	200	LS	1	Clearing Site	\$ _____	\$ _____
4	200	CY	150	Subbase Repair (If & Where Directed)	\$ _____	\$ _____
5	401	SY	2,341	Hot Mix Asphalt Reconstruction	\$ _____	\$ _____
6	401	SY	250	Hot Mix Asphalt Reconstruction (If & Where Directed)	\$ _____	\$ _____
7	401	TONS	1,018	Hot Mix Asphalt Surface Course 9.5M64 (2" Thick)	\$ _____	\$ _____
8	401	SY	11,310	Hot Mix Asphalt Milling, 3" or Less	\$ _____	\$ _____
9	401	TONS	550	Hot Mix Asphalt Leveling Course, 9.5M64 (If & Where Directed)	\$ _____	\$ _____
10	602	LF	210	15" HDPE Pipe	\$ _____	\$ _____
11	602	UNIT	1	Type 'A' Inlet	\$ _____	\$ _____
12	602	UNIT	3	Type 'B' Inlet	\$ _____	\$ _____
13	602	UNIT	1	Storm Manhole	\$ _____	\$ _____
14	602	UNIT	1	Doghouse Storm Manhole	\$ _____	\$ _____
15	605	LF	128	Chain Link Fence, 4' High	\$ _____	\$ _____
16	606	SY	413	Concrete Sidewalk, 4" Thick	\$ _____	\$ _____
17	607	LF	4,767	Concrete Vertical Curb	\$ _____	\$ _____
18	610	LS	1	Traffic Striping & Markings	\$ _____	\$ _____
19	612	UNIT	10	Traffic Signs	\$ _____	\$ _____
20	701	LS	1	Site Lighting and Electric	\$ _____	\$ _____
21	801	LS	1	Rain Garden and Landscape	\$ _____	\$ _____
22	804	SY	2,624	Topsoil, Fertilizer, Seed & Mulch	\$ _____	\$ _____

****Bidders shall also submit a completed copy of this Checklist.**

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

1. The terms used in this proposal have the meanings assigned to them in Section 101.03 of the Specifications.
2. Unit or Lump Sum Prices and Extended Amount shall be written in figures. In case of discrepancy, those shown in Units or Lump Sum prices shall govern. The Total Contract Price shall be the correct sum of the correctly extended unit price multiplied by the quantity provided.
3. If awarded a contract, the Bidder agrees to comply with NJSA 10:5-31 et seq. and NJAC 17:27.
4. Bidder will complete the work for the following prices(s):

6. Required Enclosures:

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected. (N.J.S.A. 40A: 11-23.2)

Required with Submission of Bid (Owners Checkmarks)		Initial Each Item Submitted with Bid (Bidders Initials)
X	A bid guarantee as required by <u>N.J.S.A. 40A:11-21</u> (Bid Bond)	
X	A certification from a surety company, pursuant to <u>N.J.S.A. 40A:11-22</u>	
X	A statement of corporate ownership, pursuant to <u>N.J.S.A. 52:25-24.2</u>	
X	A listing of Subcontractors as required by <u>N.J.S.A. 40A:11-16</u>	
X	Proposal Forms	
X	If applicable, bidder's acknowledgement of receipt of any notice(s) of revision(s) or addenda to an advertisement, specifications or bid document(s)	

B. Failure to submit the following documents may be cause for the bid to be rejected. (N.J.S.A. 40A:11-23.1b)

Required with submission of bid (Owners checkmarks)	Initial each item submitted with bid (Bidders initials)	Required with submission of bid (Owners checkmarks)	Initial Each Item submitted with bid (Bidders Initials)
X	Submission of a Non-Collusion Affidavit (This form must be notarized)	X	Compliance with New Jersey Prevailing Wage Act
X	Certification of Bidder Regarding Affirmative Action Program	X	Notice of Federally Mandated Anti-Drug/Alcohol Program
X	Certification of Bidder Regarding Equal Employment Opportunity	X	Disclosure of Investment Activities in Iran
X	Certificate of Experience	X	A Certified Financial Statement prepared within the last 12 months
X	Certificate of Non-Segregated Facilities	X	A Business Registration Certificate <u>N.J.S.A. 52:32-44</u>
X	Eligibility Affidavit / State Treasurer's List of Debarred, Suspended and Disqualified Workers	X	A Business Registration Certificate for each named subcontractor <u>N.J.S.A. 34:11-56.51</u>
X	Equipment Ownership Affidavit	X	Public Works Contractor Certificates for Contractor and all named Subcontractors <u>N.J.S.A. 34:11-56.51</u>
X	Hold Harmless Agreement / Certificate of Insurance Coverage		

C. The following checklist are supplementary documents required for N.J.E.I.T. funded jobs.

Required with submission of bid (Owners checkmarks)	Initial each item submitted with bid (Bidders initials)	Required with submission of bid (Owners checkmarks)	Initial Each Item submitted with bid (Bidders Initials)
	Americans with Disabilities Act of 1990 (Read Only)	X	Bid Security
X	Stockholder Disclosure Certification	X	Acknowledgement of Pre-Bid Site Visitation
X	Vendor Profile	X	Prompt Payment Certification

BID PROPOSAL

**BRICK TOWNSHIP BOARD OF EDUCATION
VETERANS MEMORIAL MIDDLE SCHOOL PARKING LOT RENOVATIONS
TOWNSHIP OF BRICK, COUNTY OF OCEAN, STATE OF NEW JERSEY
OUR FILE No.: SCE-R09880.011**

This Proposal is Submitted To:

**Brick Township Board of Education
101 Hendrickson Ave
Brick, New Jersey 08724**

By: _____
(Name of Bidder)

1. The undersigned Bidder proposes and agrees, if this proposal is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated and in accordance with the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents & Specifications. This proposal will remain open for sixty (60) days after the day of bid opening. Bidder will sign the agreement and submit the Performance Bond and other documents required by the Contract Documents within ten business days after the date of award.
3. In submitting this proposal, Bidder represents, as more fully set forth in the Agreement, that the Bidder has examined copies of all the Contract Documents and all of the following Addenda:

<u>ADDENDUM NUMBER</u>	<u>DATE RECEIVED</u>
_____	_____
_____	_____
_____	_____
_____	_____

(Receipt of all of which is hereby acknowledged)

4. The approximate quantities of work to be performed under the proposed contract are set forth in the Proposal. These quantities are to be considered as approximate only and are given solely for the comparison of proposals. The Owner does not expressly or by implication agree that the actual amount will correspond therewith but reserves the right to increase or decrease the amount of any item or portion of the work as may be deemed necessary by the Engineer. The Contractor shall at no time make claim for anticipated profit or loss of profits because of any difference between the quantities of work actually done, or of material actually furnished, and the estimated quantities. The Contractor will be paid only for the actual quantities of work performed at the contract unit price bid.
5. Bidder agrees that the work will be completed within the time indicated in the General Notes and accepts the provisions of section 108.20 of the specifications as to liquidated damages in the event of failure to complete the work on time as specified for the contract period and individual phases.

EXHIBIT B (continued)

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

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

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

(i) The contractor or subcontractor shall interview the referred minority or women worker.

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

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

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

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

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

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

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the 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 Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27). (REVISED 4/10)

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

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

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

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

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade; (REVISED 4/10)

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

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

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

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

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

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

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. 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.

As used in this section:

"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 of any other state or foreign jurisdiction; and

"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.

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

4. This act shall take effect immediately.

* Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40A:11-51 and to N.J.S.A. 52:34-25.

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

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

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts therefrom to business entities that have made a contribution pursuant to P.L.1973, c.83 (C.19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L.2004, c.19 (C. 19:44A-20.2 et al.) and section 22 of P.L.1973, c.83 (C.19:44A-22).

b. The provisions of P.L.2004, c.19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L.2004, c.19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

52:34-25 2. a. 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, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and 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. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

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

b. 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.

c. As used in this section:

"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 of 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

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" 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
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the 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." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

¹ N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

Brick Township Board of Education

Business Office

101 Hendrickson Avenue
Brick, New Jersey 08724

Chapter 271

Political Contribution Disclosure Form (Contracts that Exceed \$17,500.00)

Ref. N.J.S.A. 52:34-25

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that
(Business Entity) has made the following
reportable political contributions to any elected official, political candidate or any political committee as defined
in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>

The Business Entity may attach additional pages if needed.

☐ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that _____ (Business Entity) made no reportable
contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-
20.26.

Certification

I certify, that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

To be completed and signed below.

Return With Bid

Acknowledgement of Addenda

The bidder acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of bidding and agrees that said Addenda shall become a part of this contract. The bidder shall list below the numbers and issuing dates of the Addenda.

ADDENDA NO.

ISSUING DATES

☐ **No Addenda Received**

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ **Date** _____

BIDDER'S COMMENT FORM

This form is for Bidder's use in offering voluntary alternates, or other comments intended to afford the Board information or opportunities to improve the quality of the project, without invalidating the bid proposal. It may *not* be used to take exception to specific conditions of the project defined in the contract documents which the Bidder does not like. The bid provided must be based upon the plans and specs, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the Bidder wishes to raise objection, this must be done at the prebid meeting, or in writing to the Architect through the question process outlined in the Instructions to Bidders. Such inquiries will have response issued by addendum only, and the resulting decision circulated to all bidders of record. Inquires raised too close to the bid date will not be able to be answered.

Name of Company _____

Address _____

City, State, Zip _____

Name of Authorized Representative _____

Signature _____ **Title** _____ **Date** _____

Consent of Surety

**X REQUIRED
NOT REQUIRED**

A performance bond will be required from the successful bidder. In accordance with N.J.S.A. 18A:18A-25, the Brick Township Board of Education requires a certificate from a surety company stating it will provide the contractor/vendor with a performance bond in such sum that is required in the bid specifications and/or for the full faithful performance of all the bid specifications and contract provisions.

In lieu of an actual certificate, the Brick Township Board of Education will accept this form duly executed by an authorized agent or representative of a Surety Company.

To: The Brick Township Board of Education

Re: _____
Name of Contractor/Vendor

This is to certify that the _____
Name of Surety Company

will provide to _____
Name and Address of Contractor/Vendor

a performance bond in such sum that is required in the bid specifications and/or for the full faithful performance of all the bid specifications and contract provisions, in the event that said contractor/vendor is awarded a contract for the above project.

Signature of Authorized Agent of Surety Company

ATTEST: _____
Print Name of Authorized Agent

Date

Name of Surety Company

Address

City, State, Zip Code

Telephone

Contractor Questionnaire/Certification

Name of Company _____
Street Address _____ PO Box _____
City, State, Zip _____
Business Phone Number (____) _____ Ext. _____
Emergency Phone Number (____) _____
FAX No. (____) _____ E-Mail _____
FEIN No. _____
Years in Business _____ Number of Employees _____

References – Work previously done for School Systems in New Jersey

	<u>Name of District</u>	<u>Address</u>	<u>Contact Person/Title</u>	<u>Phone</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

Vendor Certification

Direct/Indirect Interests

I declare and certify that no member of the Brick Township Board of Education, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

I certify that I am not an official or employee of the Brick Township Board of Education.

Gifts; Gratuities; Compensation

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other thing of value to any school official, board member or employee of the Brick Township Board of Education.

Vendor Contributions

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a1-4) concerning vendor contributions to school board members.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

President or Authorized Agent (Print)

SIGNATURE

To be completed and signed below. Return With Bid

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP (con't)

If your firm is not a corporation and/or partnership, please explain below how your firm is organized and include a list of the various principals.

Our firm, _____, is organized

Names of Principals

Title

Use additional paper if needed. Check here ☐ if additional sheets are attached.

Name of Company _____

Address _____

City, State, Zip _____

Authorized Agent _____ **Title** _____

SIGNATURE OF AUTHORIZED AGENT

To be completed and signed below.

Return With Bid

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP

Re: Bid Proposal for the Brick Township Board of Education.

Please check one type of Ownership, complete the form, and execute where provided.

- | | |
|---|---|
| ☐ <u>Corporation--</u> | ☐ <u>Limited Partnership--</u> |
| ☐ <u>Partnership--</u> | ☐ <u>Limited Liability Corp.--</u> |
| ☐ <u>Sole Proprietorship--</u> | ☐ <u>Limited Liability Partnership--</u> |
| ☐ <u>Sub Chapter S Corp.--</u> | ☐ <u>Other-_____</u> |

No corporation "or partnership" shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any material or supplies, the cost of which is to be paid with or out of any public funds, by the State or any county, municipality or school district, or any subsidiary or agency of the State, or by an authority, board or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid of said corporation or said partnership, there is submitted a statement setting forth the names and all individual partners in the partnership who own a 10% or greater interest therein, as the case may be." If one or more such stockholder "or partner" is itself a corporation "or partnership", the stockholder holding 10% or more of that corporation "or partnership" 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 established in this act, has been listed.

IT IS MANDATORY THAT THIS FORM BE COMPLETED AND SUBMITTED WITH BID. In the event that there are no persons who own ten percent or more of the stock or ownership of the bidder, then such fact should be certified below as part of this disclosure.

Name of Company _____

Address _____

City, State, Zip _____

List of Owners with Ten Percent (10%) or More Interest

<u>Owner's Name</u>	<u>Home Address</u>	<u>Title/Office Held</u>	<u>Percent (%) of Partnership Shares Owned</u>

NOTE: If you need more space than that provided above, please use an extra sheet for furnishing the above required information for any remaining persons or entities.

Signature _____ **Date** _____

(form continued on next page) →→→

To be completed and signed below.

Return With Bid

NON-COLLUSION AFFIDAVIT

Re: Bid Proposal for the Brick Township Board of Education.

STATE OF _____ :ss:

COUNTY OF _____

I, _____ of the City of _____

in the County of _____ and the State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____

Position in Company

and the bidder making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Board of Education of the Township of Brick 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 bid.

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 of bona fide established commercial or selling agencies maintained by

(Print Name of Contractor/Vendor)

Subscribed and sworn to: _____
(SIGNATURE OF CONTRACTOR/VENDOR)

before me this _____ day of _____,
Month Year

NOTARY PUBLIC SIGNATURE

Print Name of Notary Public

My commission expires _____ - Seal -
Month Day Year

To be completed and signed below.

Return With Bid

AFFIRMATIVE ACTION QUESTIONNAIRE

This form is to be completed and returned with the bid. However, the Board will accept in lieu of this Questionnaire, Affirmative Action Evidence Employee Information Report stapled to this page.

1. Our company has a federal Affirmative Action Plan approval. ☐ Yes ☐ No

If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a N.J. State Certificate of Employee Information Report ☐ Yes ☐ No

If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered **"NO"** to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

www.state.nj.us/treasury/contract/compliance/

- Click on "Employee Information Report"
- Complete and submit the form with the appropriate payment to:

Department of Treasury
Division of Public Contracts/EEO Compliance
P.O. Box 209
Trenton, NJ 08625-0002

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the Board of Education within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

I certify that the above information is correct to the best of my knowledge.

Name: _____

Signature _____

Title _____ Date _____

Name of Company _____

Address _____

City, State, Zip _____

Brick Township BOARD OF EDUCATION

*Business Office
101 Hendrickson Avenue
Brick, New Jersey 08724*

**BID DOCUMENTS,
PROPOSAL
AND
REQUIRED
DOCUMENTATION**

All documents in this section shall be completed, signed and submitted with the bid package – Failure to submit the bid documents and other documents so specified may be cause to reject the bid for being non-responsive (N.J.S.A. 18A:18A-2(y)).

Mr. James W. Edwards, Jr.

Business Administrator

Board Secretary

Purchasing Agent

and other horticultural operations necessary for proper growth of all trees, and for keeping the entire area within the contract limits neat in appearance until the final acceptance and completion of the whole work of this contract.

All planting areas shall be cultivated and weeded with hoes or other approved tools within the period from May 1st to October 1st, and such cultivating and weeding shall be repeated at least every three (3) weeks. Under no conditions shall weeds be allowed to attain more than six inches (6") of growth. The cost of maintenance shall be included in the price bid.

The Contractor shall provide seasonal fertilization and feeding for all plant material for the duration of the 2-year maintenance and guarantee period as directed by the Owner and the Landscape Architect.

Replacement: The Contractor shall replace, in accordance with the contract plans and specifications, any planted tree that is dead or, in the opinion of the Landscape Architect, in an unhealthy or unsightly condition, and/or have lost their natural shape due to dead branches, excessive pruning, inadequate or improper maintenance, or other causes, by the date of two (2) years after the final acceptance and the completion of the whole work of this contract. The cost of replacement shall be included in the unit price bid for the various furnished items of their contract.

Where vandalism or natural disaster conditions are agreed by the Landscape Architect as the reason for tree replacement, as agreed by the Landscape Architect, the Contractor shall not be responsible for replacement during the two (2) year guarantee period after final acceptance.

Where plant material has been vandalized, the Contractor shall remove the vandalized material, including stakes, burlap and wire. They shall add topsoil and grass seed to the pit center to eliminate potential tripping hazards. Pit pavement shall be maintained flush with adjacent pavement during the guarantee period.

PLANT ESTABLISHMENT PERIOD AND REPLACEMENTS:

Planting will be determined as established **two (2) years from the date of acceptance** of the planting.

At the conclusion of the **two (2)-year plant establishment period**, all weeds, debris, damaged or unacceptable plant material shall be removed and disposed of in accordance with Section 201.

811.04 MEASUREMENT & PAYMENT

This subsection is supplemented as follows:

Measurement for the **Rain Garden and Landscape** shall not be measured but rather payment shall be made on a lump sum basis. Payment shall include all labor, materials and equipment necessary for the furnishing and installation of the specified landscaping material(s), Rain Garden and all components and features and materials in the design and details as noted on the plans. This includes but is not limited to all necessary excavation, plant installation with backfill mix, subgrade tree stake (as applicable), topsoil, bark chips mulch, watering, fertilization, feeding, piping, Nyloplast riser, rock, stone, liner, plant guarantee and all else necessary therefore and incidental thereto. No separate payment will be made for topsoil in backfill mix, and watering. All costs thereof shall be included in the lump sum price.

<u>Bid Item</u>	<u>Unit</u>
Rain Garden and Landscape	LS

END OF SECTION

Planting: No planting shall be done, without the presence of the inspecting Landscape Architect; this includes the unloading of plants from trucks, and placement in an approved storage area or the designated planting site. All rejected material shall be removed from the site and replaced with acceptable material at no cost to the Owner.

Placed balled and burlapped material in the prepared planting pit by lifting and carry it by the rootball. Set the tree straight and in the center of the pit, with the most desirable side facing the predominant view. All trees shall set, after settlement, as the same level at which they have grown in the nursery. Care shall be exercised in setting the trees plumb. All ropes, stones, etc. shall be removed from the pit before backfilling. The backfilling mixture shall be loose and friable, and not frozen or solid.

Cut and remove rope or wire from the entirety of the rootball and pull the burlap back to the edge of the ball. Remove as much woven product and twine as possible. All plastic or synthetic fabric must be removed from the ball at the time of planting. Any wire basket enclosed root ball will need to have all of the wire basket cut away from the sides and top of the ball, and removed from the site. Remaining lateral wires must be cut to prevent future root interference. Wire must not be galvanized or aluminum wire.

Trees shall be handled so that the ball will not be loosened. After the soil has been thoroughly firmed under and around the ball, the burlap shall be cut away from the upper half of the ball, and the remaining burlap adjusted to prevent the formation of air pockets. Where directed by the Engineer, the burlap shall be entirely removed. Soil shall be firmed at six (6") to eight-inch (8") intervals and thoroughly settled with water.

All ropes, stones, etc. shall be removed from the pit before backfilling. Soil for backfilling shall be loose, friable, and not frozen. Trees shall be handled so that the ball will not be loosened.

FINISHING SURFACE AFTER BACKFILLING:

The Contractor shall cultivate and rake over finished planting areas and shall leave them in an orderly condition. On level ground or slight slopes a shallow basin a little larger than the diameter of the tree pit shall be left around each tree, as shown on the details, or as directed by the Landscape Architect. After the shallow basins have been prepared, they shall be mulched four inches (4") deep. Mulch shall consist of bark chips not exceeding three inches (3") in length and one inch (1") in width. Mulch with leaves, twigs, and/or debris shall not be acceptable. Mulch for tree pits shall be included in the bid price. After installation of the mulch, the tree irrigation bags shall be installed and filled as per manufacturer's recommendations. Tree irrigation bags and periodic filling with water shall be included in the bid price for this Item.

Staking: All staking shall be in accordance with the details on the Plans. Subsurface stakes shall be installed during planting operations and all stakes shall be maintained. Stake dimensions and driven depths shall be as indicated on the plans and details. Trees shall stand plumb after staking. Stakes shall be set parallel to curbs where applicable. Stakes shall not be removed at the end of the guarantee period and shall become the property of the Owner.

Pruning: Broken or badly bruised branches shall be removed with a clean cut. Do not cut leaders or use wound paint or dressing to treat cut areas. Crossed branches shall be pruned with a sharp tool in such a manner as to preserve and encourage the plants natural growth form. Crowns of young trees shall not be cut back to compensate for root loss.

Maintenance: At the time of planting, the soil around each tree shall be thoroughly saturated with at least twenty (20) gallons of water. After the initial saturation, the tree irrigation bags shall be filled and refilled on at least a weekly basis until final acceptance of the work.

Where water is supplied from Owner's hydrants, the Contractor shall obtain a written permission and attain all permits and pay any fees associated with accessing hydrants.

The Contractor shall maintain all planted trees within the limits of this contract, in accordance with the plans, specifications, and directions of the Landscape Architect, until the acceptance and completion of each site of this contract.

Maintenance shall include filling irrigations bags with water on a weekly basis, fertilization, weeding, cultivating, edging, control of insects, fungus, and other diseases by means of spraying with an approved insecticide or fungicide, pruning, adjustment and repair of stakes, anchors and wires, repair of minor washouts and gullies up to twelve inches (12") in depth,

contain a minimum 695,000 each of the following beneficial bacteria: nitrogen fixing, phosphorus solubilizing, and growth promoting. Five (5) twenty-one gram (21 gm.) twenty-four month (24 mo.) release tablets shall be added to the top four inches (4") of backfilled soil.

Manure: Material shall be well rotted horse or cow manure, or a combination of well rotted horse and cow manure. It shall contain not over forty percent (40%) of straw or litter, and shall be free from fresh manure, sawdust, wood chips, leather chips, tanbark, long straw salt hay, stones, chemicals used to hasten decomposition artificially, and other foreign or injurious substances. It shall be not more than two (2) years or less than nine (9) months old, and shall have been turned in the pile at least three (3) times during that period. No burned or fire-franged manure will be acceptable. The Engineer may inspect the manure before delivery, but they reserve the right to reject, on and after delivery, any material which does not, in their opinion, meet these specifications. The price bid shall include the cost of inspection. Manure is not to be stored at the job site.

Tree Irrigation Bags: When planting trees, the Contractor shall provide irrigation bags as directed and fill them so as to provide a minimum one-inch (1") rainfall equivalent per week after initial planting saturation. The irrigation bags shall be one hundred percent (100%) reinforced UV stable polyethylene, at least ten (10) mils. thick with a polyester scrim lining, such as TreeGator, as manufactured by Spectrum Products, Raleigh, N.C. (919) 878-8911, or approved equal. The irrigation bags shall have a minimum twenty-gallon (20 gal.) capacity, and the Contractor shall fill the bags to capacity at least once per week during the contract period. The bags shall be installed with two (2) holes open to provide a drip time of six to ten hours (6-10 hrs.).

Delivery: Trees shall be packed, transported, and handled with utmost care to insure adequate protection against injury. When transported in closed vehicles, plants shall receive adequate ventilation to prevent sweating. When transported in open vehicles, plants shall be protected by tarpaulins or other suitable cover material. Balled and burlapped trees shall be set on the ground and balls covered with soil. Until planted, all materials shall be properly maintained and kept adequately moist, to the satisfaction of the Landscape Architect.

Inspection: No trees shall be planted by the Contractor until inspected and approved by the Landscape Architect at the site of the work. All rejected trees shall be immediately removed from the site and replaced with acceptable material at no additional cost. Final inspection shall be made upon completion of the contract. Contractor shall request regular inspections through the landscape installation.

SITE SPECIFICATIONS:

Time of Planting: Unless otherwise directed by the Landscape Architect, deciduous trees shall be planted from March 1st to May 1st and from October 15th to December 15th.

Location: Site characteristics, such as overhead power lines, existing vegetation, and infrastructure items, such as curbs and sidewalks, shall be considered. Trees that grow taller than thirty feet (30') should not be planted directly under power lines. When the design allows, the tree leader shall be offset from power lines.

Excavation of Tree Pits: Sizes of tree pits shall be as shown on the Planting Plan. When subsurface obstructions are encountered during excavation, the Contractor shall restore the disturbed area to its original condition. Each tree shall be planted in an individual pit as specified. Pits shall be dug three (3) times the size of the root ball in diameter and only deep enough so that the root ball sits on undisturbed subgrade, except in situations where curbs and/or adjacent pavements prevent achievement of planting pit dimensions. Sizes of restricted planting pits (i.e. street trees) shall be at the maximum width allowed, and the same depth as the root ball being planted. Any changes in the planting pit sizes shall be broad enough to accommodate the roots fully extended and only deep enough so that the uppermost roots will be just below the original grade.

No tree pits shall be dug until the proposed locations have been staked on site by the Contractor and approved by the Landscape Architect. No tree pits shall be backfilled until approved by the Landscape Architect. All tree pits shall have vertical sides, unless otherwise directed. Excavated material shall be removed from the site unless the Engineer determines the material is suitable for backfilling. Any amendment will be as directed and determined by the Landscape Architect.

Extreme care shall be taken not to excavate to a depth greater than required. The subgrade below the root ball shall be tamped slightly to prevent settlement. Where, in the opinion of the Landscape Architect, the subgrade material is unsuitable, the size of the tree pits shall be dug one-half (1/2) wider than normally required. The bottom and sides of the pits shall be backfilled with topsoil thoroughly worked into place.

unless otherwise specified. All trees shall be dug to retain as many fibrous roots as possible. Balled and burlapped trees shall have a solid ball of earth of the minimum specified size, securely held in place by burlap and stout rope or twine. Oversize or exceptionally heavy trees are acceptable if the size of the ball or spread of roots is proportionally increased, to the satisfaction of the Owner's Landscape Architect. Loose, broken, or manufactured balls will be rejected.

Backfill: A soil analysis from an approved Laboratory shall be submitted prior to delivery of all planting soils. Topsoil for backfill in the tree pit shall be mixed with well-rotted manure. Topsoil and manure shall be thoroughly mixed and deposited in each tree pit. The mixture shall be two (2) parts manure to seven (7) parts topsoil.

Topsoil: A soil analysis from an approved Laboratory shall be submitted prior to delivery of all planting soils. Material shall consist of natural loam topsoil, free from subsoil. It shall be removed to a depth of one foot (1') or less, if subsoil is encountered. Topsoil shall be of uniform quality, free from hard clods, stiff clay, hardpan, sods, partially disintegrated stone, lime, cement, ashes, slag, concrete, tar residues, tarred paper, board chips, sticks, metals, glass, or any other undesirable material. No topsoil shall be delivered in a frozen or muddy condition.

Organic Content: A soil analysis from an approved Laboratory shall be submitted prior to delivery of all planting soils. Topsoil shall contain at least five percent (5%) organic matter, determined by loss on ignition of moisture-free samples, dried in accordance with the current method of the Association of Official Agricultural Chemists. The acidity range shall be pH 6.0 to pH 7.0 inclusive. The mechanical analysis of the soil shall be as follows:

SIEVE ANALYSIS (By Wash Test, ASTM Designation C-117)

A sieve analysis shall accompany a soil analysis from an approved Laboratory shall be submitted prior to delivery of all planting soils.

Passing 2" sieve	100%
Passing 1" sieve	95% to 100%
Passing #4 sieve	90% to 100%
Passing #100 sieve	30% to 60%

When the topsoil otherwise complies with the requirements of the specification, but shows a deficiency of not more than one percent (1%) in organic matter, such organic matter may be incorporated when as permitted by the Landscape Architect.

When directed by the Landscape Architect or Engineer, or when quantities of topsoil exceed thirty (30) cubic yards, the Contractor shall furnish a certified report of an approved analytical chemist showing the analysis of representative samples of topsoil, which he proposed to use. All samples are to be taken to the Landscape Architect and delivered to the laboratory. The price bid per tree shall include topsoil inspection and laboratory charges. No topsoil shall be delivered until the approval of samples by the Engineer, but such approval shall not constitute final acceptance. The Landscape Architect reserves the right to reject, on or after delivery, any material that does not, in their opinion, meet these specifications.

The Landscape Architect reserves the right to reject topsoil in which more than sixty percent (60%) of the material passing the No. 100 U.S.S. mesh sieve consists of clay, as determined by the Buoyoucouc Hydrometer or the decantation method. All percentages are to be based on dry weight of sample. If the Engineer directs, topsoil which varies only slightly from the specifications may be made acceptable by such corrections as the Engineer deems necessary.

Mycorrhizal Fungi Inoculant: Shall be applied by means of a three ounce (3 oz.) pre-measured dry formulation packet, such as Mycor Tree Saver Transplant^(R), as manufactured by Plant Health Care, Inc., 440 William Pitt Way, Pittsburgh, PA, local number: (516) 338-8786, or approved equal. Packets shall contain, as a minimum: one thousand (1000) live spores of Vesicular-Arbuscular fungi, including: Entrophosphora Columbiana, Glomus clarum, Glomus etunicatum, and Glomus sp. Seventeen million five hundred thousand (17,500,000) live spores of Ectomycorrhizal fungi, including: Pisolithus tinctorius; biostimulants including Yucca schidigera extract; soluble sea kelp extract derived from Ascophylum nodosum; humic acids; and acrylamide copolymer gel as a water absorbent medium. Three (3) three ounce (3 oz.) packets shall be added to the top six to eight inches (6-8") of backfill soil added to each pit and thoroughly mixed to distribute the inoculant.

Fertilizer Tablets: Shall be Healthy Start Macro Tablet^(R), as manufactured by Plant Health Care, Inc. or approved equal. The tablets shall have a nutrient analysis of 12-8-8 and contain a minimum twelve percent (12%) humic acid by weight, as well as biostimulants derived from seal kelp, amino acids, and a wetting agent derived from Yucca schidigera. Tablets shall

SECTION 811 – PLANTING

811.01 DESCRIPTION

This subsection is supplemented as follows:

This work shall consist of all labor, materials, and equipment necessary for the furnishing and installation of all specified plant materials and ancillary improvements for the lawn area rain garden and parking lot landscaping. This includes but is not limited to all necessary excavation, plant installation, installation of approved backfill mix and soil amendments, subgrade tree stake, six inch (6") perforated HDPE underdrain, Nyloplast riser, rock, stone, liner, topsoil, bark chips mulch, watering, fertilization, feeding, maintenance and plant guarantee as indicated on the plans and as specified herein.

The Contractor shall be liable for any damage to property caused by planting operations and related work, and all areas and construction disturbed shall be restored to their original conditions, to the satisfaction of the Landscape Architect.

811.02 MATERIALS

This subsection is supplemented as follows:

Upon delivery, all trees shall be inspected by the Owner's Landscape Architect prior to installation. All trees shall be approved at the site prior to installation. The Landscape Architect shall monitor delivery, unloading and handling of trees during installation. It is the Contractor's responsibility to notify and coordinate approvals, inspection and monitoring with the Owner's Landscape Architect. Notification shall be a written request at least 5 business days prior to the time of plant purchase and landscape installation.

The Contractor is directed to the Plans for planting list for the project. The Contractor shall purchase and install plantings from a Nursery providing plant materials meeting the latest ANSI 260 standards.

All trees, determined to be unacceptable by the Landscape Architect, shall immediately be replaced by the Contractor with materials acceptable to the Landscape Architect at no additional cost to Owner.

Six inch (6") perforated HDPE to be as manufactured by ADS or approved equal.

811.03 CONSTRUCTION

This subsection is supplemented as follows:

PLANT MATERIAL:

Names: Plant names, size, and grading standards shall conform to those prepared by the American Association of Nurserymen Horticultural Standards, ANSI Z60. 1-2004 Edition, unless otherwise specified. No substitution shall be permitted except by written permission of the Landscape Architect.

Quality: All trees shall be typical of their species or variety. They shall have normal well-developed branches and vigorous fibrous root systems. They shall be sound, healthy, vigorous trees, free from defects, disfiguring knots, sunscald injuries, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation. All trees shall be tagged by the Landscape Architect, who shall reject all trees not meeting the above specifications, and trees having damaged or missing leaders, multiple leaders, Y-crotches, or indications of topping or heading back. All trees shall be nursery grown and shall have been growing under the same climatic conditions as the location of this project for at least two (2) years prior to date of contract. Trees held in storage will be rejected if they show signs of growth during storage.

Dimensions: Each tree shall be dimensioned as it stands in its natural position. Trees shall be callipered six inches (6") above ground. Stock furnished shall be a fair average of the minimum and maximum sizes specified.

PREPARATION OF TREES: All precautions customary in good trade practice shall be taken in preparing trees for moving, and workmanship that fails to meet the highest standards will be rejected. All trees shall be dug immediately before moving.

Reseeding of any areas which fail to show a uniform stand of grass, shall be accomplished without additional cost to the Owner using originally specified materials and methods. Reseeding shall be repeated until all lawn areas are covered with a satisfactory stand of grass. A satisfactory stand of grass, as described above, shall be required.

Clean-up

The Contractor shall dispose of excess materials and debris, including but not limited to branches, paper, leaves, and rubbish resulting from this work.

All areas shall be kept neat and clean and upon completion of work, the site shall be left in an orderly condition satisfactory to the Engineer.

Approval and Acceptance

An inspection of turf shall be made by the Engineer 30 calendar days after completion of seeding and mulching on all fields. Calendar day count shall commence only after the total completion of all fields. Random test locations representative of the overall turf density shall be selected by the Owner's Landscape Architect based upon one (1) test location per 15,000 square feet. Blade counts should be recorded for each test location. Criteria shall be met when all locations equal or exceed the minimal uniform plant count specified herein.

Seeding Type B shall be placed in all grass areas surrounding the facility.

806.04 MEASUREMENT AND PAYMENT

This entire subsection is deleted and replaced with the following:

Measurement and payment for **Topsoil, Fertilizer, Seed and Mulch** will be measured on a square yard basis and payment will be made on a square yard basis. Payment shall be made under the **Topsoil, Fertilizer, Seed and Mulch** bid item. This includes but is not limited to any necessary excavation, subgrade preparation, fertilizers, placement of mix, rolling, dragging, dressing, watering, maintenance and mowing, all materials and seed and mulch application as shown on the plans and all else necessary therefore and incidental thereto.

<u>Pay Item</u>	<u>Unit</u>
Topsoil, Fertilizer, Seed, and Mulch	SY

seedbed shall be immediately mulched. Mulch seedbed as specified, to establish a uniform complete coverage and to ensure optimal moisture retention. Maintain optimal watering schedules throughout the seeding process.

Mulch Seeded Areas

Spread straw mulch with a properly equipped mulcher blower, run by an experienced operator. Mulch shall be evenly spread to a uniform 1-1½" depth loose measurement and tacked in place.

Provide watering of all lawn areas as required to promote growth.

Establishment Period

Until the project is substantially completed, and accepted by the Engineer, the Contractor shall be required to maintain all field turf between two and four inches (2"-4") in height. (Depending upon prevailing weather conditions at the time of turf establishment, the Contractor may maintain longer shoot heights, providing that mowing operations remove no more than 1/3 the length of the shoot). The Contractor is required to repair or replace, or both, all seeding and mulching that is defective or becomes damaged. For the purpose of establishing compliance with the incentive clause described herein, for turf establishment, the Contractor shall maintain the seedbed, and seeding operation, including watering, fertilizing, re-seeding and mulching, until a uniform, vigorous stand of turfgrass, having a minimum seedling count of six (6) plants per square inch, uniformly distributed, is established to the satisfaction of the Engineer. Localized areas which must be re-seeded will be justification for withholding payment for this item, until entire area has been satisfactorily established.

Guarantee

Seeded area shall obtain 100% coverage by the end of one (1) year, or two (2) full, growing seasons; or the Contractor shall reseed the areas. Replacement seeding shall be done not later than the proper planting season following the end of the guarantee period. All replacement seeded areas are subject to the same guarantee from the time they are seeded.

Maintenance

The Contractor's responsibility for maintenance shall be continuous until acceptance of the work. The Contractor shall submit a lawn maintenance schedule to the Engineer for review and approval no later than two (2) weeks after the award of the contract. Maintenance shall include, but not be limited to watering, reseeding, and reworking as follows:

- checking the seeded areas before watering to avoid excessive moisture.
- refilling of rain-washed gullies and rutted areas.
- reworking and reseeding of any areas which fail to show a uniform stand of grass.
- weeding, cultivating, control of insects, fungus, and other diseases by means of spraying with an all-purpose insecticide and fungicide.

Grass shall be mowed as many times as necessary during the maintenance period in order to maintain a maximum height of four inches (4") as measured from the top of the ground. No more than 1/3 of the grass height shall be removed during any one (1) mowing.

Watering

The Contractor shall maintain all new lawn areas including watering until date of substantial completion.

Refertilization

At the completion of the second mowing, fertilize the grass with complete specified fertilizer at the rate of ten (10) pounds per 1,000 square feet.

Reseeding

SECTION 806 – FERTILIZING AND SEEDING

The heading of this section has been changed to:

SECTION 806 – FERTILIZING, SEEDING AND MULCHING

806.01 DESCRIPTION

This entire subsection is deleted and replaced with the following:

This work shall consist of furnishing and placing pulverized limestone, fertilizer, seed mixtures and straw mulch. This includes but is not limited to the installation of topsoil, preparation of the seed bed, incorporation of fertilizer, placement of seed and watering as shown on the plans and as specified herein. The Contractor shall be responsible for the repair/replacement of natural turf disturbance, leaving greater than a 1/4" depression.

806.03 CONSTRUCTION

806.03.01 Turf Seeding

E. Turf Establishment

The second sentence of the first paragraph of this subpart is deleted and replaced with the following:

Any damage to seeded areas caused by pedestrian or vehicular traffic or other causes shall be repaired at no cost to the Owner.

This subsection is supplemented as follows:

Planting Season

Seeding operations shall be carried out between April 1 to May 15th and August 15 and September 30. In no event shall seeding take place later than October 31 for non-field areas and no seeding shall be done on frozen ground or when the temperature is 32 °F or lower. No changes or extensions of the above seeding periods will be made unless approved in writing by the Engineer/Landscape Architect.

Seedbed Preparation

Provide fine grading, addition of soil amendments and raking as specified under Section 804 Topsoiling.

Dry Application Method of Lime, Fertilizer and Seed

Lime, seed, fertilizer and mulch shall be applied in dry form for all fields and margin areas. Lime shall be applied at the rate of 4,000 pounds per acre (or as necessary to adjust soil pH to 6.0-6.5) and shall be applied separately and prior to fertilizing and seeding on prepared seedbeds.

The lime shall be spread evenly and worked into the upper five inches to six inches (5"-6") of the soil after which the seedbed shall have the proper, smooth grade. Commercial fertilizer of analysis 10-20-10 as previously specified herein, shall be applied at the rate of between 600 and 800 pounds per acre. Apply the specified seed mix evenly at a rate of 300 pounds per acre immediately after fertilizing.

Provide seed mix per standard NJDOT specifications and Soil Erosion and Sediment Control Plans.

Seeding Method for areas with less than three to one (3:1) Slope:

For areas outside the athletic fields, seed may be broadcast using cyclone type spreaders, drop spreaders or hydro-seeders. Seed shall be applied in two (2) perpendicular courses. After the seed has been properly applied, the

Topsoil spreading shall be performed in such a manner that seeding can proceed with a minimum of additional soil preparation and tillage. Irregularities in the surface resulting from topsoiling or other operations shall be corrected in order to prevent the formation of depressions or crowns. Topsoil shall not be placed while the ground is frozen or muddy, or in a condition that may otherwise be detrimental to proper grading. After the topsoil has been spread and the final grade is established, the area shall be cleared of all grade stakes, surface trash and debris.

The Contractor shall, wherever possible, conduct topsoiling immediately upon completion of approved subgrade preparation. The Contractor shall commence seeding, or other finished surfacing operations immediately upon completion of approved topsoil installation.

In no case shall completed topsoiled field surfaces or lawn areas outside of field, which have been topsoiled, stand for more than two (2) days prior to commencement of seeding.

Excess topsoil which is not used on the job site shall be stockpiled and stabilized by the Contractor onsite as directed by the Engineer.

804.04 MEASUREMENT AND PAYMENT

This entire subsection is deleted and replaced with the following:

Measurement and payment for Topsoiling will be measured and payment will be made under the **Topsoil, Fertilizer, Seed and Mulch** bid item on a square yard basis. The square yard price shall include all labor, materials, and equipment necessary for the furnishing and installation of Topsoiling. This includes but is not limited to any necessary excavation, subgrade preparation, soil amendments, fertilizers, seed placement, rolling, dragging, dressing, and all materials as shown on the plans and all else necessary therefore and incidental thereto.

Payment will be made under:

<u>Pay Item</u>	<u>Unit</u>
Topsoil, Fertilizer, Seed, and Mulch	SY

Sand which does not conform to the specifications will be rejected by the Engineer or its designated representative and removed by the Contractor at his/her expense and replaced with sand that meets the specifications

Root Zone Mix (Topsoil):

The Topsoil blended by the Contractor shall contain no stones, lumps, roots or similar objects larger than one-half inch ($\frac{1}{2}$ " in any dimension, and free of any contaminants detrimental to Turfgrass establishment and growth. The Topsoil shall have a pH value of between 6.5 and 7.0. If initial PH is less than 6.5, it shall be increased by applying ground limestone at a rate necessary to attain a pH value of 6.5.

Soil blending process shall be monitored by the Engineer/Landscape Architect or designated representative for conformance to specifications. Topsoil shall also be free of Quackgrass rhizomes, Agropyron Repens, and the nut-like tubers of Nutgrass, Cyperus Esculentus, and all other primary noxious weeds.

Any Topsoil which does not meet specifications shall be removed by the Contractor and replaced with specified soil at his/her expense.

Both existing Topsoil to be amended and any Imported Topsoil shall conform to the following particle size distribution, as determined by pipette method in compliance with ASTM F-1632:

Root Zone Mix Particle Size Distribution		
Gravel**	(>2.0mm)	<4%
Sand	(0.05 to 2mm)	70% to 80%
Silt	(0.002 to 0.05 mm)	10% to 15%
Clay	(<0.002 mm)	10% to 15%

note Maximum size shall be $\frac{1}{2}$ inch (13 mm) largest dimension.

If organic amendments are needed to obtain the specified organic matter content of the topsoil, the organic matter source may be a peat or compost material. The peat shall be Canadian sphagnum peat having an ash content not exceeding fifteen percent (15%), as determined by ASTM D-2974. Composts may be used, provided that the material has been composted in an in-vessel system and has ash content not exceeding 40% and is screened to $\frac{1}{4}$ ".

804.03 CONSTRUCTION

This subsection is supplemented as follows:

Topsoil shall not be placed until it has been screened and the area to be topsoiled has been approved. All stones one inch (1") or larger in any dimension, and other debris such as wires, cables, tree roots, pieces of concrete, clods, and lumps shall be removed.

For lawn areas: Provide imported topsoil to meet material specifications. After spreading topsoil, rake up large stiff clods, hard lumps, roots, litter, other foreign matter and stones larger than one inch (1") in greatest dimension. Remove from the premises or dispose where directed, in a satisfactory manner. Apply topsoil to lawn areas to provide a four-inch (4") depth of topsoil.

No greater than one inch (1") of depth shall be lost to natural settlement, picking of rocks and final preparation of seed beds. If any area is found to have lost greater than one inch (1"), additional topsoil shall be spread to raise depths to the original minimum depth.

Fine grade and rake topsoiled areas to a smooth, uniform surface. Compact with an approved roller weighing approximately 500 pounds. Regrade and reroll until satisfactory grades as shown are obtained with the required depths of topsoil. Do not finish grade during unsuitable weather. If soil tests indicate organic matter content below the required levels, humus shall be applied to the surface of the spread topsoil and worked into the mix during raking operations. Apply quantity of organic amendments, either humus or mushroom compost, as necessary to meet the organic matter content specified. Submit soil test results demonstrating compliance with the requirements.

DIVISION 800 – LANDSCAPING

SECTION 804 – TOPSOILING

804.01 DESCRIPTION

This subsection is supplemented as follows:

This work shall consist of all labor, materials, and equipment necessary for the furnishing and placement of topsoil. This includes but is not limited to the preparation of areas to receive topsoil, screening of topsoil (if needed), and the delivery & placement of topsoil. Topsoil available from the site as a result of clearing site operations shall be evaluated for use on the site.

The Contractor shall submit samples of the topsoil to the Engineer/Landscape Architect for approval.

1. Topsoil shall be amended as required to meet the specifications. Following the incorporation of amendments and additives, the Contractor shall provide a minimum of one (1) six-inch (6") depth by three-inch (3") diameter core sample for every 1000 cubic yards of soil material. The samples shall be taken for testing, analysis, and approval. The cost of all testing shall be the responsibility of the Contractor. No final grading or seeding operations shall occur until acceptance of the soil samples has been obtained. Contractor shall deliver samples to testing laboratories and shall have the testing report sent directly to the Owner's Designated Representative (the Engineer or Landscape Architect).
2. Mechanical gradation (sieve analysis with no particles over 1/2") and chemical (pH soluble salts) shall be performed by public extension agency or a certified private testing laboratory in accordance with the current standards of the Association of Official Agricultural Chemists. A hydrometer shall be used to determine percent of clay and silt.
3. Percent of organics shall be determined by the loss on ignition of oven-dried samples. Test samples shall be oven-dried to a constant weight at a temperature of 110 °C, plus or minus five degrees Celsius (5 °C).
4. Chemical analysis shall be undertaken for Nitrate Nitrogen, Ammonium Nitrogen, Phosphorus, Potassium, Calcium, Aluminum, Soluble Salts, and acidity (pH).
5. Tests, as specified, for gradation, organics, soil chemistry and pH shall be performed by a qualified testing laboratory acceptable to the Owner's Designated Representative.
6. Soil analysis tests shall show recommendations for soil additives to correct soils deficiencies as necessary, and for fertilizing and liming applications to support successful turf growth.
7. All tests shall be performed in accordance with the current standards of the Association of Official Agricultural Chemists.

804.02 MATERIALS

This subsection is supplemented as follows:

Topsoil:

The cleaning of existing topsoil shall be on the site with the use of Bleckevator power rake or equal down to a maximum stone size of one-half inch (1/2") and any stockpiled topsoil shall be shredded and screened for removal of stone and other debris in excess of one-half inch (1/2") at the storage site with a Royer Shredder – Screener or approved equal.

Sand:

The Contractor shall provide a high quality silica sand (here after designated as sand) for the modification procedure. The sand shall consist of 90% (by weight) of particles in the range of two (2.0) mm to .25 mm with a minimum of 60% in one (1.0) mm to .5 mm range.

In addition, the sand shall be free of extraneous materials. Soil acidity shall be in the range of pH 5.0 to 7.0 and free from any contaminants detrimental to plant growth.

701.04 MEASUREMENT AND PAYMENT

This subsection is supplemented as follows:

Site Lighting and Electric will not be measured and payment will be made on a lump sum basis. Measurement and Payment for furnishing and installation of all conduit, excavation, bedding, backfill, pull boxes, electrical enclosures, and all other items required for full operation of all base bid items will not be made; the cost(s) will instead be included in the lump sum base bid item, **Site Lighting and Electric**. The base bid also includes the installation of all conduit and pull boxes for the proposed bid items.

Refer to the Utility plan for installation of pull boxes, com boxes, and conduit.

<u>Pay Item</u>	<u>Unit</u>
Site Lighting and Electric	LS

END OF SECTION

In addition to the above, the Contractor shall furnish to the proper authorities having jurisdiction, the required electrical permits, and application with all necessary drawings as required, and shall pay all fees in connection therefore. In particular, the Contractor shall file an electrical construction/inspection permit with the local sub code department with accompanied fee if required. During the prosecution of Work, the Contractor shall maintain all required permits, licenses and certificates of inspection.

The drawings are for engineering and general requirement purposes only, are diagrammatic and are not intended to depict all necessary fittings, boxes, supports, conduit penetration or locations, wires, etc., required for a complete and accessible installation. The Contractor shall provide his own workings drawings for the final installation and these shall be on certified manufacturer's shop drawings for the electrical equipment, fixtures, and devices to be installed under this Contract.

The locations of equipment, conduits, junction boxes and other devices shown on the drawings are approximate only. Drawings are to be modified by the Contractor and approved by the Engineer to comply with the actual equipment furnished. Vendor systems and equipment furnished shall require interconnecting wires and cables and the Contractor shall be responsible for determining and furnishing these required connections.

Where certain kinds, type, brand, or manufacturers of materials or equipment are named, they are regarded as a standard of quality and performance. The electrical materials, equipment, and vendor systems approvals shall be made by the Engineer based on the review of the submittals and descriptive data. The Engineer shall require the Contractor to supply whatever data and design computations the Engineer considers necessary to determine equal equipment of systems.

The following section is added to the standard specifications:

701.03.17 Rigid Nonmetallic Conduit

The Contractor shall install and make all conduit connections to equipment, including excavation, bedding and backfill in accordance with the Drawings and as required by the utility having jurisdiction of the service installation. All of the conduit shall be installed complete with necessary fittings and supports. All bends shall be gradual and smooth to permit the pulling of insulated electrical wires and cables without stress to the insulation of cable sheath. All conduit runs and bends shall be free from kinks, indentations or flattened surfaces.

Nonmetallic conduit field bends shall be made with an industry accepted flameless bender with internal supports installed as necessary to prevent deformation of the conduit.

All threaded connections shall be made tight. Where physical restraints prevent conduit from being tightened, union fitting shall be used.

All threads shall be coated with a liberal application of a conductive sealant such as Thomas & Betts Kopr-Shield before make-up.

Acceptable Manufacturers

- Rigid galvanized steel conduit - Allied Tube & Conduit Corporation or equal.
- Rigid PVC Schedule 40; Carlon or equal.
- Conduit Accessories - Crouse-Hinds; Appleton Electric; or equal.
- Provide products that are free from defects impairing performance, durability, or appearance, and of the commercial quality best suited for the purpose shown on the Contract Drawings or specified herein.

The Contractor shall be responsible for the installation conduit as designated on the plan. The end of the conduit run shall be terminated with the appropriate style of pull box as specified on the plans.

The Contractor shall make special notice of the requirement for spare conduit installation. No existing conduit found onsite shall be utilized for proposed installation unless approved by the Engineer.

Receptacles

The Contractor shall furnish and install outdoor receptacles as indicated on the plans and as called for in these specifications. GFCI receptacles for outdoor use shall be industrial-institutional heavy duty, specification grade suitable and rated for wet locations and provided with deep type cast device box and cover weatherproof accessories.

GFCI receptacles covers shall comply with latest NEC 1999-410-57 (b) code requirements and be UL listed and NEMA rated devices.

GFCI receptacles shall be two-port grounding type, two-pole, three-wire rated at 20 amps, 120-240 Volt AC, heavy-duty specification grade Hubbell Cat. GF5363 or approved equal and be complete with specification grade deep type vertical mount weatherproof cover assembly listed for wet locations and weatherproof cover as manufactured by TayMac Corp. or approved or approved equal.

Bonding and Grounding

The Contractor shall furnish and install a complete grounded and bonded system in accordance with all requirements of the NEC, NFPA, ANSI C33.8, and in addition as shown or indicated on the Plans and Drawings. The grounding and bonding system shall also be in accordance with the local inspection authority, service utility company, and manufactures recommendations of specified equipment, fixtures, or other electrical devices.

Electrical Junction Box (Vault)

Electrical Junction boxes shall be installed as identified on the Electrical Plan. Junction boxes are to be installed in various surfaces including, natural turf, asphalt, concrete and rubberized asphalt.

Electrical Junction boxes shall be manufactured by Quazite or approved equal as indicated on the details. Box shall be locking type. Installation shall include concrete ring around the box.

701.03 CONSTRUCTION

701.03.15 Cable and Wire

The following subpart is added to this subsection:

E. Materials

1. All cables shall be in accordance with the National Electrical Code, NEMA WC IPCEA Publications and shall bear the UL Label on the outer covering in addition to being copper and stranded Class B.
2. The Contractor shall provide all conductors of soft, annealed, uncoated copper. All conductors to have 600 volt insulation rating and conform to ASTM standards. Wire shall be provided for various uses as follows:
 - a. Power - Type THWN-THHN, sizes, as indicated on plans.

The following section is added to the standard specifications:

701.03.16 Codes and Procedures

The Contractor and his Subcontractor shall abide by and comply with the following:

ANSI/IEEE C2 – National Electrical Safety Code ANSI/NFPA 70 National Electrical Code (NEC)
NECA – Standard of Installation
National Electrical Manufacturers Association (NEMA)
Insulated Power Cable Engineers Association (IPCEA)
Occupational Safety Hazards Act (OSHA)

DIVISION 700 – ELECTRICAL

SECTION 701 – GENERAL ITEMS

701.01 DESCRIPTION

This subsection is supplemented as follows:

This Section describes the requirements for constructing or installing various electrical Items including related electrical connections and improvements. It is the intent of these specifications to include all labor, materials, tools, services, transportation, equipment, temporary protection, superintendent, permits, and all necessary and related items required to provide the Owner with a complete and properly operating electrical installation and for the site lighting system.

701.02 MATERIALS

This subsection is supplemented as follows:

Conduit and Fittings

The Contractor shall furnish and install all new materials require for the complete electrical conduit system as indicated on the Drawings and otherwise required to provide the projects complete electrical power delivery requirements in accordance with the following:

Standard References for Material Specifications

ANSI/NEMA FB 1 – Fittings and Supports for Conduit and Cable Assemblies

NEMA RN 1 – Polyvinyl chloride (PVC) Externally-Coated Galvanized Rigid Steel Conduit and Electrical Metallic Tubing

NEMA TC 3 – PVC Fittings for Use with Rigid PVC Conduit and Tubing

Installation under concrete slab within building, or underground shall be Schedule 40 PVC conduit with galvanized steel elbows with PVC jacket at all bends and when stubbing up above ground and concrete slab.

Cable and Wires

The Contractor shall furnish, install and connect the various types and sizes of insulated wire and cable to provide the electrical power supply to each component of the electrical system and equipment. The installation shall include cable runs in conduit, duct banks, or as required. All wire and cable shall have copper connectors.

Standard References for Material Specifications

IPCEA S-68-516, NEMA WC-8 EPR insulated cable

IPCEA S-66-524, NEMA WC-7 Cross-linked thermosetting polyethylene insulated wire and cable

UL 1072 cable and wire

NEC – 1996 or latest edition

All Cables shall be in accordance with the National Electric Code (NEC), NEMA, and IPCEA standards and shall bear the UL Label on the outer covering in addition to being copper and stranded Class B.

All conductors shall be soft, annealed, uncoated stranded copper having a 600-volt insulation rating and conform to ASTM Standards. Type and minimum wire size for various use shall be as follows:

Power: Type XHHW, sizes as indicated or required, #12 AWG minimum

Control: Type XHHW, sizes as indicated or required, #14 AWG minimum

Signal Cable (4-20ma): 18/2 twisted shielded with belfoil shield and #18 AWG drain wire

SECTION 612 – SIGNS

612.01 DESCRIPTION

This subsection is supplemented as follows:

This work shall also consist of furnishing and installing sign supports and signs including all appurtenant signs, frames, finials, clamps, fitting, fasteners, anchors, foundations, excavation, and backfilling in accordance with the plan details and manufacturer's recommendations.

612.03 CONSTRUCTION

This subsection is supplemented as follows:

Installation of all signs shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) 2009 version. All sign hardware shall be stainless steel and tamper proof. Refer to the plan details for additional information.

612.04 MEASUREMENT AND PAYMENT

Measurement and payment for the installation of **Traffic Signs** shall be measured by the unit and payment shall be included in the unit price bid item **Traffic Signs**. This includes all labor, equipment and material cost(s) for furnishing and installing sign supports and signs including all appurtenant signs, frames, finials, clamps, fitting, fasteners, anchors, foundations, excavation, and backfilling in accordance with the plan details and manufacturer's recommendations.

<u>Pay Item</u>	<u>Pay Unit</u>
Traffic Signs	Unit

END OF SECTION

SECTION 610 – TRAFFIC STRIPES, TRAFFIC MARKINGS AND RUMBLE STRIPS

610.01 DESCRIPTION

This subsection is supplemented as follows:

Traffic markings removed or partially damaged during construction activities including lines, crosswalks and stop bars shall be remarked in their entirety with thermoplastic marking paint following improvement installation and asphalt restoration. This work consists of furnishing and applying line striping, including, but not limited to, 24" white, yellow and handicap blue thermoplastic to HMA surfaces as shown in construction plans.

610.02 MATERIALS

This subsection is supplemented as follows:

Equipment for applying traffic stripes or traffic markings, of the various materials, shall be so designed, equipped, maintained and operated that the traffic stripes or traffic markings are applied according to the specifications and the manufacturer's recommendations.

610.04 MEASUREMENT AND PAYMENT

This subsection is deleted and replaced with the following:

Payment for **Traffic Striping and Markings** shall not be measured and payment shall be made on a lump sum basis including all materials, equipment, labor, removal and application required to achieve the striping and markings indicating in plans.

<u>Pay Item</u>	<u>Pay Unit</u>
Traffic Striping and Markings	LS

All striping and markings shall be completed at one time and contractor shall coordinate with the Owner during construction.

SECTION 607 – CURB

607.01 DESCRIPTION

This entire subsection is deleted and replaced with the following:

This work shall consist of the removal and disposal of the existing curb, adjacent material, and sub-grade as necessary to for the installation of concrete vertical curb along the roadway edge and at the ADA handicap ramps as identified on the construction plans and details.

607.03 CONSTRUCTION

607.03.02 Concrete Vertical Curb and Concrete Sloping Curb

This subsection is supplemented as follows:

Curb replacement shall also include the restoration of disturbed HMA within the roadway. This shall be accomplished by sawcutting and removing adjacent areas then reconstructing roadway courses as shown in the plan detail.

Concrete vertical curb shall be constructed in accordance with the contract plans and these specifications. Concrete for curbs shall be minimum 4,000 psi.

Curb construction shall include the various designs as depicted on the plans. All exposed surfaces shall be smooth and all exposed comers chamfered.

Curb expansion joints shall be installed such that joint material is not located within actually walkway of handicap ramps. Expansion joints shall be placed at a maximum of ten foot (10') on center.

Before the construction of the pavement, the Contractor shall, at his own expense, remove and replace any and all sections of the curbing which the Engineer, in his sole judgment, shall deem unsatisfactory or unsightly.

607.04 MEASUREMENT AND PAYMENT

This subsection is supplemented as follows:

Measurement for concrete curb of various sizes will be made on a linear foot basis. Payment will be made under the appropriate bid item for **Concrete Vertical Curb**. The linear foot price shall include all labor, materials, and equipment necessary for the removal and disposal of existing curb, and the furnishing and installation of the concrete curb. This includes but is not limited to any necessary sawcutting, asphalt removal, excavation, curb installation, depressed curbs, ADA ramps, detectable warning surfaces, pavement restoration, lawn restoration, and incidental thereto.

<u>Pay Item:</u>	<u>Unit:</u>
Concrete Vertical Curb	LF

Dense-graded aggregate base course shall be according to Section 302.

Sidewalks to receive a light broom finish.

E. Expansion Joints

This subpart is supplemented as follows:

Expansion Joints in Concrete: Transverse expansion joints shall be placed as shown on the plans and details. The joints shall be ½" wide. Joints shall be filled with bituminous pre-molded cellular joint filler cut ½" below top of grade.

Construct ½" wide expansion joints, placed at intervals of approximately twelve feet (12'), filled with preformed joint filler.

Where sidewalk widths exceed five feet (5'), longitudinal scribed joints shall be provided as directed by the Engineer. Such joints shall be a minimum one-inch (1") deep. See detail for typical joint pattern.

Transverse scribed joints shall be placed at intervals equal to the sidewalk width. These shall be a minimum of one-inch (1") deep. See detail for typical joint pattern.

606.04 MEASUREMENT AND PAYMENT

This subsection is supplemented as follows:

Concrete Sidewalk, 4" Thick shall be paid on a unit basis. The unit prices bid shall include all costs to construct concrete sidewalks, pads, truncated domes, aprons, including all labor, sealants, admixtures, reinforcement, as well as costs of any appurtenant work, including pavement sawcutting, removal and repair necessary for construction of the bid items listed herein.

<u>Pay Item</u>	<u>Unit</u>
Concrete Sidewalk, 4" Thick	SY

SECTION 606 – SIDEWALKS, DRIVEWAYS AND ISLANDS

606.01 DESCRIPTION

This subsection is supplemented as follows:

This work shall consist of all labor, materials and equipment necessary for the furnishing and installation of **Concrete Sidewalk, 4" Thick** as shown on the plans and details, including but not limited to ADA ramps, walkways, sidewalks and delineators. This shall include but not be limited to all necessary excavation, installation of materials, base courses, fabric, placement of forms & wire mesh reinforcement, pouring of concrete, finishing installation of ramp delineators (truncated domes) and final curing to the dimensions as shown on the plans and as specified herein and related items as shown on the plans and as specified herein, including saw-cutting, removal, and repairs to adjoining surfaces and pavements damaged during construction.

606.02 MATERIALS

606.02.01 Materials

This subsection is supplemented as follows:

Concrete shall be Class B, 4000 PSI as specified in Subsection 914 and shall be air entrained. When air temperatures are below 40 °F or when air temperatures are expected to fall below 40 °F within a 24-hour period, then the Engineer may specify Type III cement to be used in the Mix. No additional payment will be made for this substitution.

Concrete: NJDOT class "B" and shall attain a minimum of 4000 psi at 28 days. Slump shall not exceed four inches (4"). The same brand and type of concrete shall be used throughout the project.

Reinforcement: Refer to plan details for the reinforcement requirements.

Expansion joint filler: Bituminous pre-molded cellular joint filler.

Pattern: All concrete walkways shall be scored in accordance with the construction details.

Detectable Warnings: Concrete Aprons shall be furnished with detectable warnings to meet ADAAG requirements.

606.03 CONSTRUCTION

606.03.01 HMA Sidewalks, Driveways and Islands

This subsection is supplemented as follows:

Dense-graded aggregate base course shall be according to Section 302.

606.03.02 Concrete Sidewalks, Driveways and Islands

This subsection is supplemented as follows:

Unless specified otherwise, sidewalks shall be constructed with a slope of $\frac{1}{4}$ " vertically for every one foot (1') horizontally, and sloped toward the roadway where applicable.

Sidewalks shall be constructed of class "B" air entrained concrete, four-inches (4") thick over dense-graded aggregate base course as shown in construction details.

Prior to removing interfering tree roots, the Contractor shall receive permission for the root removal from the Engineer. The Contractor shall allow sufficient time for the Engineer to examine the exposed roots prior to root removal. If the required root removal is deemed to be excessive by the Engineer, the tree and stump shall be removed by change order.

Shop Drawings: Before the work in the shop is started, the Contractor shall submit shop drawings for approval. Include complete details of fence and gate construction, fence height, post spacing, dimensions and unit weights of framework and concrete footing details.

Samples: Prior to erection of fence the following shall be submitted:

Fence framework: One (1) piece of each pipe size, twelve inches (12") long.

Fence Fabric: One (1) piece of each fabric mesh size, twelve inches (12") square.

605.03 CONSTRUCTION

This subsection is supplemented as follows:

Chain link fabric shall be attached to line and corner posts and top, intermediate (as necessary) and bottom rails. Maintain a one-inch (1") clearance between finished grade and fence fabric. Posts shall be set plumb and true to line and grade. Any post not set true to line and grade shall be removed and replaced at the Contractor's expense. Bending posts to make them plumb will not be permitted.

Fence post shall be spaced according to the contract plans detail, plus or minus 1/2". For installations that must be raked to follow sloping grades, the post spacing dimension must be measured along the grade. Fence panels shall be attached to posts with brackets supplied by the manufacturer. Posts shall be set in concrete footers a minimum depth of 36" (Note: In some cases, local restrictions of freezing weather conditions may require a greater depth). See construction details.

When cutting/drilling rails or posts adhere to the following steps to seal the exposed steel surfaces; 1) Remove all metal shavings from cut area. 2) Apply zinc-rich primer to thoroughly cover cut edge and/or drilled hole; let dry. 3) Apply two (2) coats of custom finish paint matching fence color. Failure to seal exposed surfaces per steps 1-3 above will negate warranty. Ameristar spray cans or paint pens shall be used to prime and finish exposed surfaces; it is recommended that paint pens be used to prevent overspray. Use of non-Ameristar parts or components will negate the manufactures' warranty.

Gate posts shall be spaced according to the manufacturers' gate drawings, dependent on standard out-to-out gate leaf dimensions and gate hardware selected. Type and quantity of gate hinges shall be based on the application; weight, height, and number of gate cycles. The manufacturers' gate drawings shall identify the necessary gate hardware required for the application. Gate hardware shall be provided by the manufacture of the gate and shall be installed per manufacturer's recommendations.

The Contractor shall clean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts.

The Contractor shall maintain the chain link fences and gates during the life of the contract and shall repair and replace all members that are disturbed, damaged, or destroyed from any cause at no cost to the Owner.

Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding. Lubricate hardware and other moving parts.

605.04 MEASUREMENT AND PAYMENT

This subsection is supplemented as follows:

Measurement and payment for dismantling, removal and offsite disposal of fence will not be measured the cost shall instead be include in the lump sum base bid price for **Clearing Site**.

Measurement and payment for various fence items, including **Chain-Link Fence, 4' High** will be measured and payment shall be made under linear foot for fence.

<u>Pay Item</u>	<u>Unit</u>
Chain-Link Fence, 4' High	LF

SECTION 605 – FENCE

605.01 DESCRIPTION

This subsection is supplemented as follows:

This work shall consist of all labor, materials and equipment necessary for the installation of Chain Link Fences and Gates to match the existing fencing. This shall include but not be limited to all necessary excavation, installation of fence posts, concrete footings, rails, fabric, gates, gate stops and related hardware as shown on the plans and as specified herein. Fences shall be provided as complete units produced by a single manufacturer, including necessary erection accessories, fittings, and fastenings. The installation shall be performed by an experienced fence installer.

The Contractor shall submit shop drawings for chain link fence details and layout to the Engineer for approval prior to construction. The shop drawings shall indicate all materials, sizes, and finishes.

605.02 MATERIALS

This subsection is supplemented as follows:

Posts and Rails: TYPE I – Posts and rails shall be standard weight galvanized steel pipe of the sizes shown on the plans and shall conform to ASTM Serial Designation F-1083 Schedule 40,

For fence up to and including up to ten feet (10') height, posts and rails may be TYPE II, SS-40 steel tubing as manufactured by Allied Tube and Conduit Corp. of Harvey, Illinois, or approved equal. Tubing must conform to ASTM A-569, cold rolled steel pipe and coated with a minimum of 0.9 ounces of zinc per square foot, a minimum of fifteen (15) micrograms of zinc chromate per square inch. Steel pipe supplied under this option shall be of the same outside diameter as Schedule 40 pipe and achieve minimum yield strength of 50,000 psi.

Entire fence and gate framework shall be galvanized steel.

Fabric: Fabric shall be hot dip galvanized steel wire mesh as per ASTM-641, All fabric shall be of the same color.

Fabric shall be produced by methods recognized as good commercial practices. Core wire tensile strength shall be 75,000 psi (517 MPa). Wire used for the manufacture of fabric shall meet or exceed the requirements of ASTM F668. Fabric shall be capable of being woven into fabric without the PVC coating cracking or peeling.

Fabric shall be stretched to provide a smooth, taut, uniform appearance free from sag.

Contractor shall submit samples of the fabric to Engineer for approval by the Owner prior to purchase and installation.

THICKNESS OF MESH

2-Inch Mesh: Uncoated wire dimension shall be nine (9) gauge thickness. Zinc coating shall be .3 ounces per square foot of wire surface.

Selvages: Fabric shall be knuckled at the top and bottom on all fence heights. Loops of knuckled fabric shall be closed. The wire ends of barbed selvages shall be twisted in a closed helix of one (1) matching turns and cut at an acute angle. The length of the ends beyond the twist shall be at least ¼ inch long. Fabric with one-inch (1") mesh shall be knuckled both top and bottom.

Ties: Tie-wire core thickness shall be nine (9) gauge (.148") wrought aluminum alloy 1100-H16 wire. Ties shall be spaced fifteen inches (15") apart on rails and twelve inches (12") apart on posts. The ends of ties shall be wound in a telegraph twist two and one half (2½) turns.

SECTION 602 – DRAINAGE STRUCTURES

602.01 DESCRIPTION

This subsection is supplemented as follows:

The work shall include the installation of Type 'A' and Type 'B' Inlets and storm manholes as identified on the plans.

The scope also includes the connections to an existing storm inlets and manholes as identified on the plans. The work includes but is not limited to cleaning of the existing inlets, preparation of an existing pipe penetration to receive new HDPE piping, existing piping as shown on plans and installation of new penetration seals for the proper operation of the storm drainage system.

602.02 MATERIALS

This subsection is supplemented as follows:

Inlets and Storm Manholes

Storm manhole shall be as manufactured by Modern Concrete Inc. or approved equal. Heavy duty frame and grate shall be as manufactured by Campbell Foundry or approved equal. Sealing method and materials between pipe and inlet penetration shall be as recommended by the manufacturer and submitted to the Engineer for approval.

602.03 CONSTRUCTION

The following section is added to the standard specifications:

602.03.09 Inlets and Storm Manholes

The proposed inlets and storm manholes shall be set to the proposed grade as shown on the plans and to insure positive drainage through the storm system where applicable. Note that underground utilities are present. Extreme care is to be taken when excavating in and around these utilities. Contractor will be responsible for all dewatering of the existing culvert during construction and desilting and removing debris as required. Contractor shall maintain the structural integrity of the existing culvert throughout the construction process.

The Contractor to verify depths and inform the Engineer immediately if conflicts occur with any proposed utility lines.

The Contractor shall remove the lids of the adjoining inlet structures, clear of debris in accordance with Section 602.03.08 of the standard specification and the Contractor's surveyor shall verify invert elevations to insure constant positive drainage through the proposed manholes as identified in the following subsection. For bidding purposes the Contractor shall assume the depth of the structure is based on the inverts shown on the plans plus or minus twelve inches (12") in depth.

602.04 MEASUREMENT AND PAYMENT

This subsection is supplemented as follows:

Measurement and payment for modifications to existing piping and manholes at proposed and existing inlet location will not be made; the cost(s) for this work will instead be included in applicable unit price bid for **Type 'A' Inlet, Type 'B' Inlet and Storm Manholes**.

<u>Pay Item</u>	<u>Unit</u>
Type 'A' Inlet	Unit
Type 'B' Inlet	Unit
Storm Manhole	Unit
Doghouse Storm Manhole	Unit

DIVISION 600 – MISCELLANEOUS CONSTRUCTION
SECTION 601 – PIPE

601.01 DESCRIPTION

This subsection is supplemented as follows:

The project includes installation of fifteen-inch (15") HDPE Pipe connecting to proposed and existing drainage structures. These items include all work items associated with installation and restoration of the areas in which they are installed including but not limited to, excavation, bedding, geotextile, backfilling, modification of existing inlet structure, etc.

The Contractor shall verify all the invert elevations of pipes and inlets proposed for modification in this contract prior to installing any drainage materials. Any discrepancies shall be submitted to the Engineer for review.

601.02 MATERIALS

This subsection is supplemented as follows:

- 15" HDPE Pipe shall be as manufactured by ADS or approved equal.

601.03 CONSTRUCTION

This subsection is supplemented as follows:

No backfill shall be placed until the piping has been inspected in place and approved by the Engineer. Backfilling shall be carried out as soon as possible after such approval. All backfilling, unless otherwise permitted, shall consist of approved sound material, free from organic matter, rubbish, or other unsuitable materials. No frozen materials or blasted ledge rock shall be used for backfill. Backfill shall be placed in uniform horizontal layers compacted to 95 percent of modified proctor or 90 percent relative density. Backfill material shall be Dense Graded Aggregate, as specified in Standard Specification Section 901.10. Pipe trench shall be entirely wrapped with geotextile fabric as depicted on the plans

601.03.04 Video Inspection of Pipe

The entire text of this subsection is deleted and replaced with the following:

Video inspection of pipe has been waived for this project.

601.04 MEASUREMENT AND PAYMENT

This subsection is supplemented as follows:

Measurement for **15" HDPE Pipe** shall be on a Linear Foot basis. This item includes all labor, materials and equipment necessary for the installation and restoration of the areas in which they are installed including but not limited to, excavation, bedding, backfilling, surface restoration, utility crossing provisions, etc.

<u>Pay Item</u>	<u>Unit</u>
15" HDPE Pipe	LF

401.04 MEASUREMENT AND PAYMENT

This subsection is supplemented as follows:

Sawcutting, tack coat, and prime coat will not be measured for payment but shall be included in the unit price bid for the various lump sum, alternate and additional items. Tack coat shall be applied prior to the placement of leveling course and prior to the application of surface course. Tack coat and prime coat shall be applied in accordance with the Standard Specifications and to the satisfaction of the Engineer.

Measurement and payment for **Hot Mix Asphalt Reconstruction and Hot Mix Asphalt Reconstruction (If & Where directed)** shall be made including subsurface preparation, supply and install dense graded aggregate course, HMA base course and surface course in accordance with these specifications. Measurement and payment for tack coat, tack coat 64-22 and prime coat, as applicable will not be made; the cost(s) will instead be included in the appropriate bid item.

Measurement and payment for **Hot Mix Asphalt Surface Course, Mix 9.5M64 (2" Thick)** and **Hot Mix Asphalt Leveling Course, Mix 9.5M64** shall be made on per ton basis including all necessary and incidental thereto requirements for finished road surface.

Hot Mix Asphalt Milling, 3" or Less shall be measured and paid on a square yard basis.

<u>Pay Item</u>	<u>Unit</u>
Hot Mix Asphalt Reconstruction	SY
Hot Mix Asphalt Reconstruction (If and Where Directed)	SY
Hot Mix Asphalt Surface Course, Mix 9.5M64 (2" Thick)	TONS
Hot Mix Asphalt Milling, 3" or Less	SY
Hot Mix Asphalt Leveling Course, Mix 9.5M64	TONS

END OF SECTION

DIVISION 400 – PAVEMENTS
SECTION 401 – HOT MIX ASPHALT (HMA) COURSES

401.01 DESCRIPTION

This subsection is supplemented as follows:

Asphalt material utilized for work under this subsection shall be in accordance with the contract plans and these contract documents. Superpave hot mix asphalt designs shall be in accordance with the *New Jersey Department of Transportation Standard Specification for Road and Bridge Construction, 2007 Edition*.

401.03 CONSTRUCTION

401.03.03 HMA Courses

J. Ride Quality Requirements

This subpart has been deleted and replaced with the following:

The paving operation is acceptable if the surface course is in substantial conformity with 1/8 inch in ten feet (10') surface tolerance. Should the surface be found not in conformity, the Engineer may direct that paving operations be discontinued until mutually acceptable paving methods or equipment is utilized. Additional compensation, extension of contract time, or other concession will not be permitted because of revised methods or equipment necessary to produce a HMA surface in substantial conformity with a 1/8 inch in ten feet (10') surface tolerance.

This subsection is supplemented as follows:

Hot Mix Asphalt Reconstruction and Hot Mix Asphalt Reconstruction (If and Where Directed) shall include roadway milling/excavation to the required grade, sawcutting if applicable, all excavation, removal and disposal of material existing material. The minimum depth shall be twelve inches (12"). The contractor shall install dense-graded aggregate a minimum depth of six inches (6") and shall be compacted as specified in section 203.03.02.D. All prime coat and tack coat shall be applied to all existing asphalt edges as specified in section 401.03.02 prior to the installation of Hot Mix Asphalt Base Course. Base Course shall be Hot Mix Asphalt, Mix 19.5M64, a minimum thickness of four inches (4"). Contractor to match existing grades of roadway to ensure when surface course is installed no ponding will occur and runoff will be directed to all existing catch basins within roadway. Hot Mix Asphalt Reconstruction is also an "If and Where Directed" item which the Engineer and/or his representative will determine the exact location and dimensions of material to be removed and replaced in the field during construction.

Hot Mix Asphalt Surface Course, Mix 9.5M64 (2" Thick) shall consist of the preparation of roadway for the overlay material, all risers necessary for manholes, valve boxes, and inlets, as well as the installation of the Hot Mix Asphalt Surface Course, a minimum thickness of two inches (2"). All risers shall be installed prior to the installation of the Surface Course. Contractor shall ensure that no ponding will occur and that all stormwater runoff will be directed to all existing catch basins. All prime coat and tack coat shall be applied to all existing asphalt surfaces as specified in section 401.03.02 prior to the installation of Hot Mix Asphalt Surface Course.

Hot Mix Asphalt Milling, 3" Or Less shall consist of the removal and disposal of asphalt material from the road surface to a maximum depth of three inches (3") by milling, excavating, jack hammering or any other method approved by the Engineer. This item shall also include the surface preparation, cleaning, and/or sweeping prior to the application of the Hot Mix Asphalt Surface Course and all prime and tack coating as required.

Hot Mix Asphalt Leveling Course, Mix 9.5M64 (If & Where Directed) shall consist of the preparation of roadway for the leveling course material. All prime coat and tack coat shall be applied to all existing asphalt surfaces as specified in section 401.03.02 prior to the installation of Hot Mix Asphalt Leveling Course. Leveling Course shall be installed in areas to improve surface runoff and ensure that no ponding will occur on Surface Course.

DIVISION 300 – SUBBASE AND BASE COURSES
SECTION 302 – AGGREGATE BASE COURSE

302.01 DESCRIPTION

The following is added to this section:

This work shall also consist of the construction and grading of the paved areas as shown on the plans and repair of subgrade as necessary to meet compaction requirements for the paved areas noted as compacted subgrade in plans and details. Compaction testing to demonstrate compliance with these specifications shall be provided by contractor at their expense.

302.03 CONSTRUCTION

This subsection is supplemented as follows:

Base courses for areas to receive hot mix asphalt reconstruction shall utilize dense graded aggregate (Section 900 of the 2007 NJDOT Specifications) as detailed on the plans.

302.03.01 Aggregate Base Course

E. Compaction Acceptance Testing

This subpart is supplemented as follows:

The compaction requirement in this subsection are waived. The base course shall be placed and compacted according to subsection 203.03.02.D (95% Compaction).

Contractor is responsible for demonstrating proper subgrade compaction prior to placement of Dense Graded Aggregate through nuclear density testing to achieve necessary compaction limits (95% proctor density). Cost of third-party verification by adequate number of testing points shall be the responsibility of the Contractor.

302.04 MEASUREMENT AND PAYMENT

This subsection is supplemented as follows:

Measurement of aggregate base course will not be made including the compaction testing; the cost(s) for aggregate base course will be included under the various bid items requiring same as detailed on the plans.

END OF SECTION

202.03 CONSTRUCTION

202.03.03 Excavating Unclassified Material

This subsection is supplemented as follows:

Excavation shall be performed under the base bid contract. The Contractor shall provide for smooth grading transitions from proposed areas to the surrounding existing grade. The Contractor shall include the cost for this work in the appropriate contract item in the contract. No separate payment will be made for these transitions.

The Contractor shall provide for appropriate excavation protection, temporary security fencing at least six feet (6') high, safety signage and site security for personnel utilizing the facility. Contractor shall make notice of work restrictions while construction is underway.

The Contractor shall remove all material excavated and not scheduled for reuse immediately. Stockpiles onsite should be limited to topsoil and suitable fill. Contractor shall remove topsoil and excavated material off site in accordance with state/federal regulations if the material exceeds what is required for site restoration and cut/fill balance.

The project may require fill material import to meet proposed sub grades. The Contractor shall make their own estimate of the required fill volume during bidding based on the material that is to be removed. Importing and placing certified clean fill as documented with analytical results and meeting the gradation criteria specified in the 202.03 shall not be measured for payment. The cost for this material shall be included in the various applicable bid items in the contract. In addition, the Contractor shall place all in fill in a manner to meet the specifications herein for compaction including providing the evidence of same as outlined in these specifications.

202.04 MEASUREMENT AND PAYMENT

This entire subsection is deleted and replaced with the following:

Subgrade Repair (If and Where Directed) shall include all work necessary and incidental thereto to stabilize the subject area in accordance with the construction detail.

Measurement and Payment for Excavation shall be paid for under the appropriately awarded base bid items. All soil shall not be measured and cost for disposal shall be included in the Grading and Earthwork bid item.

Grading and Earthwork will not be measured and payment will be made on a lump sum basis. This bid item shall include all labor, material and equipment needed to perform the required **Grading and Earthwork** necessary as included in the contract documents.

<u>Pay Item</u>	<u>Unit</u>
Grading and Earthwork	LS
Subgrade Repair (If and Where Directed)	CY

END OF SECTION

SECTION 202 – EXCAVATION

202.01 DESCRIPTION

This subsection is supplemented as follows:

The work shall consist of stripping existing topsoil and other ground cover and excavation for the installation of site improvements including concrete sidewalks, concrete curbs, aprons, ADA ramps etc. Excavated non-organic material may be used as backfill material upon the approval of the Engineer. Any acceptable fill that the Contractor elects to remove from the site shall be tested and disposed of at no additional cost to the Owner and in accordance with all applicable regulations.

The work shall include any grading associated with locations to be grassed where pavement currently exists.

Excess organic material (topsoil) may not be used as backfill and shall be placed in the appropriate regraded areas as shown in the project grading plan.

Excavated materials shall either be immediately removed from the site or protected in accordance with appropriate soil erosion and sediment control measures.

The Contractor shall note that fill material will be required to be imported to the site to construct the project. Contractor is responsible to perform his own earthwork calculations to determine fill quantities required. All acceptable fill material must be provided, transported, and installed at the lump sum price bid by the Contractor. No additional payment will be made and there shall not be any additional costs to the Owner.

The Contractor shall also ensure that soil erosion and sediment control certification has been received and provide necessary notices to the local soil conservation authority prior to excavating any material and at the closeout of the project.

If inadequate subgrade is encountered and only as directed by the Engineer, a Subgrade Repair shall be made in accordance to construction details.

202.02 MATERIALS

This subsection is supplemented as follows:

Geogrid used for Subgrade Repair shall be TriAx TX7 geogrid as manufactured by Tensar International Corporation or approved equal. The fill material for the subgrade repair should be free of any environmental contamination and unsuitable matter, such as organic matter or other deleterious matter, frozen clods, construction debris and boulders and contain no more than fifteen percent (15%) of weight of non-plastic fines (i.e., material passing the No. 200 sieve).

Import certified clean and compactable fill meeting the soil characteristics below with supporting source and analytical data verifying to its cleanliness to boring area up to subgrade. The Contractor shall provide all load tickets of imported fill and shall provide certification of imported fill is classified as Residential Clean Fill material.

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM, or a combination of these groups; free of rock or gravel larger than two inches (2") inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within two percent (2%) of optimum moisture content at time of compaction.
- D. Sand: ASTM C 33; fine aggregate, natural, or manufactured sand.
- E. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

201.04 MEASUREMENT AND PAYMENT

This entire subsection is deleted and replaced with the following:

Clearing Site items will not be measured and payment will be made on a lump sum basis. Measurement and Payment for **Clearing Site** shall be paid for under the appropriate base bid item, **Clearing Site**.

<u>Pay Item</u>	<u>Unit</u>
Clearing Site	LS

estimated rate of success. Assessment shall also include the evaluation of the existing site and installation site's conditions, such as soil conditions, slope, location of utilities below and above ground and any structures or obstacles.

For shade trees, measure the diameter of the tree trunk one foot (1') above the ground. Dig a ball approximately one foot (1') in width for each inch of trunk diameter above the one inch (1") diameter size, which should have a minimum ball diameter of sixteen inches (16"). Depth of the ball should be about 2/3 to 3/4 its width.

Proposed locations shall be staked/marked out by the Contractor and approved by the Landscape Architect. Contractor to notify the Landscape Architect of planting location adjustments as a result of unanticipated conditions immediately.

Depth of the planting pit is determined by the depth and firmness of the root ball and shall not exceed the depth of the root ball. The soil directly beneath the root ball should be undisturbed or prepared to prevent settling. The planting pit width should be a minimum of twelve inches (12") greater diameter to two (2) times the diameter of the root ball. The sides of the planting hole should be friable and loosened to break all "glazing".

No planting holes shall be left open without properly securing them from public safety.

Trees that have been dug shall be planted within 48 hours. Root ball shall be covered with damp material to retain moisture until time of planting. Trees must be protected/covered when transporting to the proposed location.

Trees shall be placed in the same compass orientation from which they originated. Root flare shall be at or above the finished grade. All root ball supporting materials shall be cut off from the top third of the root ball and removed from the planting pit prior to final backfilling. All broken, torn or damaged roots greater than one inch (1") in diameter shall be clean-cut to prevent rot and disease. Sever any circling or kinked roots discovered during procedure to prevent future girdling of the plant.

Backfill shall be existing soil excavated from planting pit. Backfill shall be installed and settled in layered sections to limit future settling and prevent air pockets. Backfill shall not be compacted to a density that inhibits root growth. Water shall be added to the root ball and backfill to bring the root ball to field capacity.

Plants are to be mulched to the Landscape Architect's approval. Root flare shall be exposed.

Contractor to provide post-planting care for a minimum of one (1) year.

201.03 CONSTRUCTION

201.03.09 Disposal of Removed Materials and Debris

This subsection is supplemented as follows:

All items scheduled for removal that are of value such as frames and grates, etc. shall be stored by the Contractor for inspection by the Owner. The Contractor shall provide a list of items kept for inspection and submit to the Owner and Engineer for review. Should any material be selected to be salvaged by the Owner, the Contractor shall provide a safe storage location onsite.

Removed items and debris under Clearing Site not selected for salvaging by the Owner shall be recycled/disposed of by the Contractor in conformance with all Federal, State and Local Laws.

Recyclable components of those materials removed under Clearing Site shall be recycled and written documentation of the tonnage of material recycled shall be provided to the Owner. Documentation shall be in the form of accurate weight slips or other form acceptable by the County's representative and as will satisfy the State's requirements for eligibility for state tonnage grants. Recycling components shall be any NJDEP Class "B" recyclable material, including but not limited to concrete, brick, block, asphalt-based roofing scrap and tree stumps/trunks or any other components identified by the County as having an NJDEP approved recycling facility capable of accepting said material. The Owner shall make available, on request, a listing of NJDEP approved Recycling Facilities for Class "B" Recycling Materials, including the company names, NJDEP Identification Numbers, phone numbers, locations and material types accepted.

DIVISION 200 – EARTHWORK
SECTION 201 – CLEARING SITE

201.01 DESCRIPTION

This subsection is supplemented as follows:

Clearing Site shall also include the removal and disposal of existing concrete sidewalk, concrete curbs and relocating, resetting or protection in place of any fences, utility service, signs, pipe, relocating of trees, grubbing of tree stumps and backfilling holes resulting from tree removal or other items which are in conflict with construction whether or not they are designated to be removed or reset in the plans. This work shall also include the resetting of any and all utility castings and boxes within the work zone whether they are designated on the plan or not, including but not limited to inlets, manholes, sanitary sewer cleanouts, gas and water valve boxes, monitoring and gas well boxes to new grade. The Contractor is encouraged to walk the site to make his/her own determination of the items which are in conflict with construction and which must be removed and/or reset. No additional payment will be given for items removed or reset by the Contractor during the course of construction which have not been identified in the plans and were not brought to the attention of the Engineer prior to removal.

Clearing Site shall also include the relocation or bracing of utility poles in accordance with the utility Owner(s) requirements including the relocation or removal/reattachment of down guy anchors or overhead wires and all coordination with the utility Owner(s).

Clearing Site shall also include the saw cutting and removal of existing pavement in areas effecting proper installation of proposed features. In performing the work, should any damage occur to the surrounding pavement, curbs, vegetation and all else that is to remain and as directed by the Engineer, repairs will be made at the Contractor's sole expense and with no additional cost required of the Owner.

Although limited in nature, Clearing Site shall also include the trimming of tree limbs, either within or adjacent to work area, which are in conflict with construction. Every effort shall be made by the Contractor to minimize removal of trees and limbs. No tree or shrubbery removal or trimming shall take place unless specifically authorized by the Engineer or Landscape Architect. All trees or shrubs not designated for removal or trimming that are damaged by the Contractor's operations shall be treated to prevent tree or shrub loss in accordance with the Standards for Soil Erosion and Sediment Control in New Jersey and common industry standards. All work associated with the trimming of trees and the treatment of damaged specimens shall be performed by a professional forester or certified tree expert.

Clearing Site shall also include the restoration in kind of all disturbed finished grade surfaces, including but not limited to asphalt, lawn areas and concrete pavement.

Clearing Site shall also include the demolition of underground structural ruins and utilities designated for removal of abandonments that conflict with the design.

The Owner reserves the right to retain items that exist on the site that will be removed by the Contractor as part of Clearing Site. These items may be utilized elsewhere by the Owner. Such Items may include chain link fence fabric, topsoil, or other items chosen by the Owner. The Contractor will remove such items and store on the site for removal or storage by the Owner. The Contractor shall be notified of all items at the commencement of construction of all items that the Owner will retain and the Contractor shall not remove from the site.

The Contractor is specifically directed to the following with regard to the transplanting of trees:

Transplanting & Post-Planting Care Notes:

The location of utilities and other obstructions both below and above ground shall be taken into consideration prior to transplanting any tree.

An initial assessment shall be conducted prior to transplanting. This shall include, but is not limited to, general health of the plants, structural conditions, species data, size and quality of root system, and any other related issue that will impact the

SECTION 161 – FINAL CLEANUP

161.02 MATERIALS

This entire subsection is deleted and replaced with the following:

The Contractor will provide the materials, labor and equipment to conduct a final cleanup of the project site, including existing and newly constructed items and the surrounding area including sidewalks, curbs, fencing, roadways and all areas affected by the construction.

161.04 MEASUREMENT AND PAYMENT

This entire subsection is deleted and replaced with the following:

Measurement and payment for Final Cleanup will not be made; the cost(s) will instead be included in the various bid items.

END OF SECTION

1. Construction Signs

This subpart is supplemented as follows:

The number and location of construction signs w99-2 with the legend "give us a brake - slow down!" shall be as directed by the Engineer.

159.04 MEASUREMENT AND PAYMENT

This entire subsection is deleted and replaced with the following:

Traffic Control Devices shall include all necessary breakaway barricades, drums, traffic cones, constructions signs and construction identification signs four-foot by four-foot (4'x4'), sign posts, anchor posts, soil anchor plates, portable sign stands, black polyethylene sheeting, removal of sign upon completion of construction, restoration of the post hole to match the surrounding conditions and all other material, equipment and labor required for installation and maintenance of the signs.

Traffic Director, Flagger shall include a formally trained flagging operator, STOP/SLOW paddle(s), retroreflective orange safety garments, communication devices, and all other work/training/material required in accordance with MUTCD flagging procedures.

No payment shall be made for Traffic Control Devices or Traffic Director, Flagger, but cost shall be included in various bid items requiring same.

SECTION 159 – TRAFFIC CONTROL

159.03 PROCEDURE

This subsection is supplemented as follows:

Reduction of the number of lanes available for traffic or construction of existing widths of traveled way will not be permitted until after 8:30 am and shall be removed prior to 5:00 PM unless otherwise directed by the Engineer.

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

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

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

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

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

Prior to the commencement of the work and before any equipment or materials are moved to the site, a meeting shall be scheduled by the Engineer at which the Contractor and the single supervisory level individual, trained in the principals of safe Traffic Control and such other person(s) who will be actively in control of the Project and who will be on the site during the prosecution of the work shall be present, together with the Engineer, the Brick Township Board of Education staff or their authorized representatives. At this meeting a plan shall be prepared for the Control and Protection of Traffic, detour routes including signage, and time periods when the routes may be in use. Deviations from the plan shall only be made with the prior approval of the Engineer who will coordinate as necessary with the Police, Rescue Squad and Fire Departments.

The Contractor is solely responsible for the qualifications of his personnel. When Traffic Directors are required, they shall be qualified Contractors personnel.

All signage and Traffic Control Plans shall be in accordance with the standards established and set forth in the current addition *Manual for Uniform Traffic Control Devices*.

159.03.02 Traffic Control Devices

The following is added to the first paragraph:

All traffic control devices shall conform to the standard details for Traffic control devices as developed by the New Jersey Department of Transportation.

This subsection is supplemented as follows:

Traffic control devices shall also be placed as directed by the Engineer to provide traffic control for personnel doing inspections, sampling, testing, or taking measurements required for the project.

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

158.04 MEASUREMENT AND PAYMENT

This entire subsection is deleted and replaced with the following:

Work shall include all labor, materials, and equipment necessary for the furnishing and installation of soil erosion and sediment control devices. This includes but is not limited to installation of control devices and the maintenance of the devices until completion of the project.

Soil Erosion and Sediment Control will not be measured and payment will be made on a lump sum basis. Measurement and Payment for **Soil Erosion and Sediment Control** shall be paid for under the appropriately base bid item **Soil Erosion and Sediment Control**. Partial payment during construction will be made on the following schedule: 50% of lump sum at completion and acceptance of installation, next 25% at 50% completion of overall contract value and the remaining 25% with final acceptance and final payment.

<u>Bid Item:</u>	<u>Unit:</u>
Soil Erosion and Sediment Control	LS

DIVISION 150 – CONTRACT REQUIREMENTS
SECTION 157 – CONSTRUCTION LAYOUT AND MONUMENTS

157.03 PROCEDURE

This entire subsection is deleted and replaced with the following:

The Contractor is responsible for setting construction stakeout and establishing lines.

The Contractor will meet with the Engineer prior to construction layout being performed to discuss the layout and any possible conflicts that may occur. The Engineer shall provide the Contractor with CAD files of the construction plans for the Contractor's use in survey layout and stakeout.

The Contractor shall be held responsible for the preservation of all stakes and marks. **If any of the construction stakes or marks are destroyed or disturbed by the Contractor, the costs for replacing the construction stakes or marks will be paid for by the Contractor at no additional cost to the Owner and shall be deducted from the awarded contract total.**

After stakeout is prepared by Contractor, it is the Contractor's responsibility to verify the locations, dimensions, and inverts of the marked-out items in relation to the contract drawings. It is the Contractor's responsibility to notify the Engineer with any questionable stake placements or callouts.

Any marking devices used by the Contractor for project management during construction shall be temporary in nature and removed prior to final acceptance. Any permanent devices used shall be removed at the Contractor's expense prior to final acceptance. If such devices are not removed, the cost to remove them shall be deducted from final payment.

The Contractor shall submit to the Engineer the file type and version of any electronic data required to operate laser-guided grading equipment, as well as, an example and description of the Contractor's preferred methodology. It also must be noted that Contractor through its licensed Land Surveyor shall be responsible for any As-Built information as identified in these specifications for review and approval of the Engineer in accordance with timeframes specified.

Working hours for the surveyor are described in subsection 105.12.

157.04 MEASUREMENT AND PAYMENT

This entire subsection is deleted and replaced with the following:

Construction layout and other related surveying tasks shall be included in the various bid items. The Contractor shall coordinate all construction layout activities with the Engineer. The Contractor shall efficiently schedule stakeout in a manner such that stakes will not be damaged, removed, or misaligned. No separate payment will be made for resetting of stakes. The Contractor shall notify the Engineer a minimum of three (3) days prior to any required stakeout work.

SECTION 109 – MEASUREMENT AND PAYMENT

109.01 MEASUREMENT OF QUANTITIES

This subsection is supplemented as follows:

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.

109.01.01 Before And During Construction

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

109.01.02 After Construction

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

The following subsection is added:

109.01.03 Adjustment of Estimated Quantities

The quantities shown are approximate only, and the Owner (Brick Township Board of Education) reserves the right to increase or decrease them at the unit price bid. Such change, however, will be only upon the written order of the Engineer. The Owner reserves the right to omit any items in the Proposal if deemed to the best interest of the Owner to do so. The Owner reserves the right to purchase materials directly from the manufacturer and have them installed by the Contractor. The Owner reserves the right to arrange for the disposal of existing on-site materials and have the Contractor perform the removal or excavation required and transport such materials off of the site.

END OF SECTION

SECTION 108 – PROSECUTION AND COMPLETION

108.01 SUBCONTRACTING

The following is added before the first paragraph:

There are no Specialty Items in this Project.

108.02 COMMENCEMENT OF WORK

This subsection is supplemented as follows:

Construction operations shall not begin until the Contractor has supplied, and the Engineer accepted, the preliminary schedule and other certifications, forms, schedules and any other information required by the contract documents.

108.11 MODIFICATIONS TO CONTRACT TIME

This subsection is supplemented as follows:

All work on this contract must be completed within sixty (60) calendar days from the notice to proceed. If the work exceeds sixty (60) calendar days, in addition to the liquidated damages as outlines below the Contractor shall also be responsible for all Engineering and Inspection services after this date. This cost will be deducted from the Contractor's final payment(s) along with any/all liquidated damages.

108.11.01 Extensions to Contract Time

A. Qualifications for Extensions

This subpart is supplemented as follows:

Extension of contract time for the reasons set forth in this subsection 108.11 will not be granted unless the Contractor has notified the Engineer in writing of the causes of delay within ten (10) State Business days from the beginning of any such delay.

108.20 LIQUIDATED DAMAGES

The entire subsection is deleted and replaced with the following:

Liquidated Damages shall be in accordance with the standards, requirements and schedules as established by the Brick Township Board of Education and as specified **\$900.00 (nine hundred dollars)** per day.

All work on this contract must be completed within sixty (60) calendar days from the notice to proceed. If the work exceeds sixty (60) calendar days, in addition to the liquidated damages as outlines above the Contractor shall also be responsible for all Engineering and Inspection services after this date. This cost will be deducted from the Contractor's final payment(s) along with any/all liquidated damages.

SECTION 107 – LEGAL RELATIONS

107.11 RISKS ASSUMED BY THE CONTRACTOR

This subsection is supplemented as follows:

The Contractor shall, in furtherance of the above paragraphs, but not by way of limitation, at the Contractor's expense, provide suitable drainage for the Project and erect such temporary structures where necessary to protect the Work from damage. The Contractor shall assume the risks for failure to take such actions.

In case of suspension of the Work from any cause whatever, the Contractor shall continue to be responsible for the Project as provided above and shall take such precautions as may be necessary to prevent damage to the Project, provide for drainage, and shall erect any necessary temporary structures, signs, or other facilities. During such period of suspension of the Work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings, and soddings furnished under the Contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury. If ordered by the Engineer, the Contractor shall properly store, during such suspension of the Work, materials which have been partially paid for or furnished by the Department. The Department will be entitled to the possession of such materials, and the Contractor shall promptly return the same to the Project site when requested. The Contractor shall not dispose of any of the materials so stored except on written authorization. The Contractor shall be responsible for the loss of or damage to such materials.

The following subsection is added:

105.12 WORKING HOURS - HOLIDAYS AND OVERTIME

The work day for the Engineer and his staff shall begin at 7:00 a.m. and end at 6:00 p.m., except Saturdays, Sundays, and State Holidays. If the Contractor wishes to prosecute any portion of the Work beyond these hours, he shall notify the Engineer each time in advance, giving him ample time in which to produce an Engineer and/or Inspector (or Survey as required) for the overtime work and notify the Owner for his representative to be present. The Contractor shall compensate the Owner for Engineering, Inspection, and Surveying overtime and such compensation shall be deducted from the Contractor's monthly payment. Said compensation will be in the exact sum billed to the Owner by the Engineer or others.

No power tools or loud equipment of any kind are permitted to be utilized on Sundays or any State Holidays, or any other day (Monday through Saturday) before 7:00am or after 6:00 pm. Work within the public right of way must be coordinated with the Township of Brick and Brick Township Board of Education within allowable working hours by the municipality, and appropriate traffic control provided by the Contractor. The Contractor shall include in his proposal bid the costs to provide temporary lighting to complete the work if required.

105.06.02 Cooperation with Others

The Owner reserves the right at any time to contract for and perform other or additional work on or near the work site covered by this Contract.

When separate contracts are let within the limits of the Project, or in areas adjacent thereto, each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Moreover, the Contractor assumes the positive obligation of cooperating with such other contractors and coordinating his activities with theirs. If there is a difference of opinion as to the respective rights of the Contractor and others doing work within the limits of or adjacent to the Project, the Engineer will decide as to the respective rights of the various parties involved in order to secure the completion of the Owner's work in general harmony and in a satisfactory manner. His decision shall be final and binding on and shall not be cause for claims by the Contractor for additional compensation.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his contract and hereby waives any and all claims against the Owner for additional compensation that may arise because of inconvenience, delay or loss experienced by him because of the presence and operations of other contractors working within the limits of or adjacent to the Project.

The Contractor shall arrange his work and shall place and dispose of the materials being used so as not to interfere with the operation of the other contractors within the limits of the Project or adjacent thereto. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

The Contractor will not be held responsible for damage to work performed on the Contract or on other contracts within or adjacent to the site of the Project that may be caused by or on account of the work of other contractors. The Contractor will be held responsible for any damage done or caused by his work or forces to the work performed by other contractors within or adjacent to the site of the Project and he shall repair or make good any such damage in a manner satisfactory to the Engineer and without cost to the Owner.

If any portion of the Work of the Contractor or any of his Subcontractors depends for proper execution or results upon the work of any other Contractor, the Contractor shall inspect same and promptly give to the Engineer notice of all defects in the work of such other Contractor as renders it unsuitable for proper execution and completion of the Work. The Contractor shall further notify the Engineer of all delays by such other Contractor, in the performance of his work, as will affect the timely performance of the work. The failure of the Contractor to so inspect and give notice shall constitute an acceptance by him (but not by the Owner) of the work of such other Contractor as fit and proper for the reception of the work, except as to defects developing in the work of such other Contractor after the execution of the work, and an acknowledgment of the timely performance of such other Contractor of his work.

The provisions of this subsection shall also apply to utilities and their contractors working on the Project site and adjacent thereto.

The following subsection is added:

105.11 OBSTRUCTIONS ENCOUNTERED

The drawings show certain information, which has been obtained from various sources regarding various pipelines, and other structures, which exist at the location of the Project both below and at the surface of the ground. The Owner and the Engineer expressly disclaim all responsibility for the accuracy or completeness of the information given on the Drawings with regard to existing structures and pipelines, and the Contractor will not be entitled to any extra compensation on account of inaccuracy or incompleteness of such information, said structures and pipelines being shown only for the convenience of the Contractor, who shall verify the information to his own satisfaction.

The provision of this information within the Contract Drawings does not relieve the Contractor of his obligation to support and during the Construction of the Work, and to make good all damages due to such pipelines and structures, as provided in these Specifications.

or any individual Contractor in the case of multiple contracts. Whenever the provisions of the Contract Documents may conflict with any agreement or regulations of any kind in force among, members of any trade association, union or council which regulates or distinguishes that work shall or shall not be included in the work of any particular trade. Contractor shall make all necessary arrangements on his own to reconcile any such conflict of provisions without recourse to Engineer or Owner.

105.06 COOPERATION WITH OTHERS

The entire subsection is deleted and replaced with the following:

105.06.01 Cooperation with Owner

The Contractor shall be conclusively presumed to be acquainted with all existing conditions and to guarantee that all work materials and equipment shall, upon final completion of the Work, be turned over to the Owner in a complete and perfect condition. The Contractor shall be responsible for the proper care, maintenance and protection of all work, materials and equipment, until the entire Contract is completed, and all work, materials, and equipment are found in good condition and accepted. The Contractor shall be responsible for the entire Work until completed and accepted by the Engineer and the Owner.

The Contractor shall, at all times, provide the Owner, the Engineer, assistants and inspectors under him, and all state and federal agencies having jurisdiction, with necessary facilities for determining both on the work and at the places of manufacture, that all work being performed and all materials and equipment being manufactured are strictly in accordance with the Contract Documents. A seven (7) day notification in writing, stipulating the time and place where the manufacturing is to be done, shall be given the Engineer prior to the commencement of manufacture of any materials and equipment, in order that a representative of the Owner may be present, if so desired, to observe and inspect the operations.

Until acceptance of the Work by the Owner, the Contractor shall be responsible for all damage to the Work, including action of the elements and all other causes. The Contractor shall continuously and adequately protect the Work against damage from any cause.

If proper provision for the carrying out of this stipulation is not made, then the Contractor shall be held responsible for the execution of such orders and instructions as the Engineer may deem necessary to give to any foremen or other employee about the Work, and the Engineer may order the Work stopped until a duly authorized representative of the Contractor appears and receives his instructions. No claim for damages nor any extension of time in which to complete the Work by reason of such delay will be allowed the Contractor.

The employment of a competent superintendent, foreman, and experienced mechanics and laborers and others skilled in the particular duties entrusted to them is required. When requested, the Contractor shall furnish to the Engineer, the qualifications of the superintendent, foreman, or any other individuals delegated with important functions connected with the Project.

Whenever the Engineer informs the Contractor or his representative in charge that any man on the Work is incompetent or disorderly, or is working contrary to the Specifications or the instructions of the Engineer, or that the Engineer knows that the man has been incompetent or disorderly on this or any previous work, or is objectionable, that man shall thereupon be immediately dismissed from the job and shall not be given employment on any work connected with the Contract.

When requested, the Contractor shall deliver to the Engineer each week a record of the numbers and classifications of men employed upon the Work each day of the previous week. The Contractor shall not permit the use of intoxicating liquors on or about the Project nor shall he permit anyone suffering from the effects thereof to remain on the Work.

The Contractor shall give preference in employment to local labor whenever qualified local labor is available, and he shall be the judge of the qualifications of local labor.

In the event the meaning of any portions of the Specifications or Drawings or any supplementary drawings or instructions of the Engineer is doubtful, the same shall be understood to call for the best type of construction, both as to materials and workmanship, which reasonably can be interpreted.

The Engineer will make all necessary explanations as to the meaning and intent of the Plans and Specifications, and shall give all orders contemplated therein or thereby or in every case in which a difficult or unforeseen condition shall arise in the performance of the Work.

The Table of Contents, titles, headings, running headlines and marginal notes contained in the Contract Documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

All materials and workmanship shall be strictly in accordance with the Plans and Specifications. When applicable and when the requirements are stricter, more detailed, or of a higher quality than the Plans and Specifications, the Manufacturer's specifications and drawings shall govern.

The plans show the approximate size, arrangement and location of the Work. During construction, exact lines, grades, shapes, and dimensions will be established, and the Contractor shall construct the Work exactly in accordance therewith, subject however to changes as provided for in CHANGES IN PLANS AND SPECIFICATIONS AND EXTRA WORK.

The figures shown on the Plans after the word "elevation", or abbreviation of it, shall mean the distance in feet above the datum adopted by the Engineer. If the Contractor has any doubt or question as to such datum, he shall ascertain the datum being used, from the Engineer.

Any errors or omissions in the Plans and Specifications may be corrected by the Engineer, when such corrections are necessary for the proper fulfillment or their intentions as construed by him.

Any work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be provided whether or not specifically called for. Work, materials or equipment described in words which so applied have a well known technical or trade meaning shall be deemed to refer to such recognized standards.

The Drawings show the sizes, materials, elevation and locations of underground and exposed utilities, structures and other physical features, upon which Engineer has relied in the preparation of the Drawings and Specifications, and which have been determined from the best available information, by actual surveys or furnished and taken from the records of utility companies and drawings of existing facilities. Neither Owner nor Engineer assumes responsibility for the possibility that utilities, structures and objects other than those shown on the Drawings may be encountered or that actual sizes, materials, elevations and locations may be different from those shown. It is the Contractor's sole responsibility to coordinate all conflicts with utilities. Neither the Owner nor Engineer will assume liability for conflicts, delays, damages, or other impacted costs arising out of conflicts with utilities or coordination problems with utilities.

Where detailed information may be required for the Work, Contractor shall, at his expense, furnish all labor, tools, equipment and all other items and do whatever is necessary to verify and substantiate the conditions and to definitely establish the information required. Because of the nature of the Work, minor adjustments may be required in the Work to meet existing conditions. Contractor shall make such adjustments at no additional cost to Owner.

The Drawings indicate the extent and general arrangement of the Work. Any proposed departures from the Drawings, deemed necessary by Contractor to accommodate the materials and equipment he proposes to provide, shall be submitted to Engineer as soon as practical with complete details, designs, reasons for the departure and any other information Engineer may require. Departures from the Drawings without Engineer's approval are not permitted. All costs associated with proposed changes shall be borne by Contractor.

If any part of the Contract Documents is in conflict with the requirements of a public authority having jurisdiction over the Work, then the public authority's requirements shall govern. However, where the requirements of the Contract Documents exceed the public authority, then the Contract Document shall govern.

The organization of the Specifications into sections, and subsections, and the arrangement of the Drawings shall not control Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade,

SECTION 105 – CONTROL OF WORK

105.01 AUTHORITY OF THE DEPARTMENT

This subsection is supplemented as follows:

In the performance of the Work, the Contractor shall abide by all orders, directions and requirements of the Engineer issued within the limitations of the current Documents.

The Engineer shall in all cases, subject to the power and authority of the Owner, determine classifications, quantities, quality, acceptability and fitness of the several kinds of work which are to be paid for under the Contract; he shall interpret the Plans and Specifications, and all extra work order and shall determine all questions in relation to the Work and the construction thereof.

The Contractor shall employ no plant, equipment, materials, methods or men to which the Engineer objects, and shall remove no plant, materials, equipment or other facilities from the site of the Work without the Engineer's permission.

Engineer will have authority to disapprove or reject Work which is "defective", which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to requirements of the Contract Documents or does not meet the requirements of any inspection, test, approval, has been damaged prior to approval of final payment.

Whenever, in Engineer's reasonable opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work, whether or not such Work be then fabricated, installed or completed.

Engineer will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will endeavor to secure faithful performance by both Owner and Contractor. He will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred to the Engineer for a decision which he will render in writing within a reasonable time.

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

Engineer will not be responsible for or have control or charge over the acts or omissions of Contractor, or any Subcontractors, or any of his or their suppliers, agents, or employees or any other persons at the site or otherwise performing any of the Work, and he will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

105.04 PLANS AND SPECIFICATIONS

This entire subsection is deleted and replaced with the following:

The Contractor will be furnished with three (3) sets of Plans and Contract Documents & Specifications. It is the responsibility of the Contractor to acquire at his own cost a copy of "Standard Specifications for Road and Bridge Construction 2007" which is available from the cashier of the New Jersey Department of Transportation office at 1035 Parkway Avenue, Trenton, New Jersey 08625. One copy of the Plans and Specifications furnished to the Contractor shall be kept constantly at the site of the Work. Anything shown on the Plans and not mentioned in the Specifications, or mentioned in the Specifications and not shown on the Plans, and all work and materials necessary for the completion of the Work according to the intent and meaning of the Contract Documents, shall be furnished, performed, and done, as if the same were both mentioned in the Specifications and shown on the Drawings. Any conflict or inconsistency between the Plans and Specifications, or any discrepancy between the figures and scale of drawings shall be submitted in writing by the Contractor to the Engineer, whose decision thereon shall be conclusive. In case of conflict or inconsistency, the more stringent and demanding requirement will be interpreted and payment rendered accordingly.

DIVISION 100 – GENERAL PROVISIONS
SECTION 101 – GENERAL INFORMATION

101.01 INTRODUCTION

This subsection is supplemented as follows:

Whenever any section, subsection, subpart or subheading is amended by such terms as but not limited to *changed to, supplemented, replaced, added or deleted*, it is construed to mean that it amends that section, subsection, subpart or subheading of the *New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, 2007 Edition*, the most recent revisions to that edition, and the supplemental specifications for State Aid Projects.

101.03 TERMS

This subsection is supplemented as follows:

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

OWNER: Shall mean the Project Owner, in this case Brick Township Board of Education

COUNTY: Shall mean the County of Ocean

DEPARTMENT: Shall mean the Project Owner, in this case Brick Township Board of Education

ENGINEER: The word "Engineer" shall mean **SUBURBAN CONSULTING ENGINEERS, INC.** /or properly authorized agent acting within the scope of the particular duties entrusted to them.

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

"OWNER" Brick Township Board of Education

"MUNICIPALITY" Township of Brick, New Jersey

"TOWN" Township of Brick, New Jersey

"SPECIFIED COMPLETION DATE": The date on which the contract work is specified to be completed.

"STATE" The State of New Jersey

27. MISCELLANEOUS

The Owner reserves the right to increase or decrease quantities, add or delete items, and eliminate portions of or entire base bids or alternate items as required to accommodate their budget.

This plan does not certify to the location, both horizontal and vertical, of any underground feature or structure which has not been exposed for direct measurement.

The Contractor is responsible to obey all laws including, without limitation, safety and health regulations. Owner and its Engineer assumes no responsibility for safety during the performance of the work.

The Contractor's attention is directed to Section 152, which indicates specific indemnifications and the limits of coverage for the Certificate of Insurance, which is required.

Contractor shall provide the Owner with a two (2) year Maintenance Bond. Product warranties shall be provided to meet the requirements of the specifications.

Contractor to provide to Owner and Engineer 24 hour emergency contact information.

Separate payment will not be made for protection and preservation of utilities and cooperation and coordination with their Owners. Include all such costs in the respective unit prices submitted for the various items listed in the Proposal.

Comply with requirements of Blasting-Excavating-Restrictions, State of New Jersey Laws of 1964 and amended 1974 according to Section I, P.L. 1964 c53 (C.2A: 170-69-4), which generally requires notification of gas company before any work commences within 200 feet of their services.

The Contractor shall be allowed limited use of the limited availability of site electric and limited water usage and availability during his site construction activity.

Attention of Contractor is directed to the fact that the approximate locations of known utility structures and facilities that may be encountered within and adjacent to the limits of the work are shown on the plans. The accuracy and completeness of this information is not guaranteed by the Owner or the Engineer and the Contractor is advised to ascertain for himself all the facts concerning the locations to these utilities.

The corporations, companies, agencies or municipalities owning or controlling the utilities, and the name, title, address and telephone number of their local representatives are as listed below:

Electrical

JCP&L
80 Park Plaza
Newark, New Jersey 07101
1-800-662-3115

Sewer

The Brick Township Municipal Utilities Authority
1551 Highway 88 West
Brick, New Jersey 08724
732-458-7000

Gas

New Jersey Natural Gas Company
775 Vassar Avenue
Lakewood, New Jersey 08701
800-427-5325

Water

The Brick Township Municipal Utilities Authority
1551 Highway 88 West
Brick, New Jersey 08724
732-458-7000

The Contractor shall cooperate with the utility Owners concerned and shall notify them not less than ten (10) days in advance of the time he proposes to perform any work that will endanger or affect their facilities.

The Contractor shall permit the Owners of the utilities, or their agents, access to the site of the work at all times in order to relocate or protect their facilities, and he shall cooperate with them in performing the work.

The Contractor shall coordinate with the Township of Brick Construction Department to obtain the required permit application information for all required construction permits required for the project. The Township of Brick Construction Department is located at 401 Chambers Bridge Road, Brick, NJ 08723. The Construction Official is Mr. Daniel F. Newman, Jr., who can be contacted at telephone # (732) 262-1030.

25. DISPOSAL

The Contractor shall be responsible for the disposal of all waste material in accordance with the specifications. The Contractor shall be responsible for the legal disposal of all excess materials excavated of whatever nature at his own expense. The Owner is not obligated to supply a disposal site. The Contractor shall not deposit the excess materials within Owner limits without express permission of the Owner.

26. RESTORATION

The Contractor shall be responsible for any restoration to lawn and/or landscape areas. All landscaping, topsoil, fertilizer, seeding, and mulch work shall be included in the various base bid items, or as defined in the specifications, and shall be restored to the satisfaction of the Engineer and Owner. All large stones, millings and all other debris shall be removed from this area prior to acceptance and final payment by Owner.

The Contractor shall make no permanent markings outside of the work area. If markings outside the work area are required for any reason, they shall be non-permanent in nature (removable stakes, etc.).

18. PROTECTION OF TREES

The Contractor is to exercise all necessary caution and provide protection for the existing trees to remain. NO trees are to be removed or major roots, as determined by the Engineer, are to be cut except as directed by the Engineer, or as indicated on the plans.

19. EMERGENCY NO PARKING SIGNS

The Contractor shall provide and post emergency no parking signs for his access to the project. Placement of signs and elimination of parking shall be coordinated with the Board of Education. Signs shall be at least fourteen inches by fourteen inches (14" X 14") with the words EMERGENCY NO PARKING in bold letters along with the word CONSTRUCTION ON followed by the scheduled date for the start of the work. These signs shall be posted at least one (1) week in advance of the work and checked 24 hours prior to the scheduled date. Any signs found to be missing at this time shall be replaced.

20. DUST CONTROL

It is the Contractor's responsibility to hose down, sweep or apply dust control chemicals, as necessary. If the Contractor does not perform the dust control, then the Board of Education will retain a separate contract to perform the work and will charge the Contractor by subtracting the cost of dust control from the Contractor's payments.

21. CONSTRUCTION ACCESS

Construction access shall be from Hendrickson Avenue as shown on the plans. No entry shall be made through any residence or administration office parking area unless otherwise agreed upon.

22. SANITARY MEASURES

Sanitary conveniences for use of all persons employed on the work shall be constructed and maintained by the Contractor in sufficient number, in such manner and in such places as shall be approved by the Engineer. All persons connected with the work shall be obliged to use them and any employee found violating these provisions should be discharged and not again employed without written consent. All necessary precautions, including the care of employees, shall at all times be satisfactory to the Owner. The Contractor shall promptly and fully comply with all orders and regulations in regard to these matters.

23. LINES AND GRADES

The elevations shown on the contract drawings are considered reasonably close to the actual figures. They are to be verified in the field by the surveyor before construction is begun. Revised elevations will be issued to the Contractor as required upon request should major differences be discovered. If the project does not include an allowance for construction stakeout by the Engineer or project surveyor, then the Contractor shall employ a NJ licensed land surveyor to provide field stakeout. All benchmarks will be established by the Engineer. The Project Surveyor shall establish lines and grades as required and the benchmarks shall be carefully preserved. The Contractor shall inform the Engineer at a reasonable time in advance of the time and place at which he intends to do work and cut sheets submitted to the Engineer for review and approval in order that the lines and grades may be verified prior to commencement of construction activity. If a survey monument, either for horizontal or vertical control, is in line of construction, and would be damaged by the work, the Contractor shall notify the Engineer in writing. Under no circumstances is any such monument to be removed or disturbed without a written order from the Engineer. Should any monument be damaged or destroyed through accident or neglect, the Contractor shall be required to re-establish it at the Contractor's expense.

24. UTILITIES

The existence of underground utilities is known in the project area. The Contractor shall not proceed with any excavation until he has contacted each of the utility companies and municipal authorities to determine the exact location of all utilities. This shall include the "marking out" of physical location of each utility. Contractor shall replace such wiring if removed during excavation at no additional cost to the Owner. Adhere to Article 1.6.11 of the New Jersey State Highway Department Standard Specifications regarding location of and construction around Public Utilities, including those publicly and privately owned.

11. CLEANING UP

The Contractor shall at all times keep the construction area, including storage areas used by him, free from accumulations of waste materials or rubbish and prior to completion of the work remove the rubbish from the premises. Upon completion of the construction, the Contractor shall leave the work and premises in a clean, neat and workmanlike condition satisfactory to the Engineer.

12. INSTALLATION, OPERATION AND MAINTENANCE MATERIALS

Upon completion of all work the Contractor will furnish four (4) copies of As-built Data and Installation, Operation and Maintenance Manuals for all site items shall be provided. Maintenance Manuals shall include complete normal causes of failure and how to remedy them, with complete instruction on maintenance of equipment, as well as information as to the required type and frequency of maintenance required on all structures and surfaces installed by the Contractor. The Contractor shall assemble all manuals, which shall be bound in three (3) ring hard covered binders and appropriately labeled and categorized to include pertinent information including designation of the model numbers, serial numbers, style, type, finish, installation methods, and warranty and guarantee information for all items. Shop drawings and cut sheets shall be included in the manuals. Delivery of these manuals will be made to the Engineer prior to submittal of semi-final estimate for payment by the Contractor. Contact information of all manufacturers and distributors shall also be included.

13. USE OF PREMISES

The Contractor shall confine his apparatus, the storage of materials, and the operations of his workman to limits indicated by law, ordinances, permits or directions of the Engineer and shall not unreasonably encumber the premises with his materials. Contractor to provide security for their own equipment and materials stored on site.

14. RIGHTS OF WAY

Whenever it is required, as part of this contract, to perform work within the limits of private property or in rights-of-way, such work will be done in conformity with all agreements between the Owner and the Owners of the agreements, care shall be taken to avoid injury to the premises entered, which premises shall be left in a neat and orderly condition, by the removal of rubbish and the grading of surface materials, and the restoration of said property to the same general condition as at the time of entry for work to be performed under this contract. Access must be maintained to all private properties. This may include construction of bridges or access roads, as necessary.

The Contractor shall not (except after consent from the proper parties) enter or occupy with men, tools or equipment, any land outside the right-of-way.

15. LOSS OF MATERIALS

All materials stored on the site are to remain the Contractor responsibility at all times. The Contractor shall make no claims against the Owner or the Owners of the premises for losses due to theft, vandalism, accident or other means to stored materials unless such loss is a direct result of an act by such Owner or Owners.

16. TEST HOLES

Prior to the start of construction, the Contractor shall have all underground utilities located and physically marked out within the limits of the project (call NJ ONE CALL @1-800-272-1000). The Contractor shall provide test holes in areas of possible conflict to verify the depth and location of the utility. Payment shall not be made for this item. No separate payment shall be made for delays that may be necessary to relocate utilities or the proposed location of drainage structures.

17. PROTECTION OF SIGNS

Informational signs, street signs, traffic signs, and parking signs, which are within the area of work, are to be protected by the Contractor. Signs, which are to be relocated, shall be removed, stored, or reset by the Contractor at his own expense. All signs shall be protected from damage. Signs damaged by the Contractor shall be replaced at the Contractor's expense. The cost of all sign work (relocation, replacement, protection) shall be included in the various bid items.

editions are not specified, will conform to the editions, including amendments in effect on the date of the Invitation to Bid.

- b. Any samples and descriptive data shall:
 - 1. Be submitted within the time specified in these specifications, or, if no time be specified, within a reasonable time before use to permit inspection and testing.
 - 2. Be shipped, prepaid and delivered, as specified in these specifications, or as directed by the Engineer.
 - 3. Be properly marked to show the name of the material, the trade name of the manufacturer, place of origin, name and location of the project where the material represented by the sample is to be used, and the name of the Contractor submitting the sample.
- c. Samples not subject to destructive tests may be retained until the completion of the work, but thereafter will be returned to the Contractor, if he so requests, in writing, at his own expense. Failure of any sample to pass the specified requirements will be sufficient cause for refusal to consider further any sample from the same sample manufacturer whose material failed to pass the tests.

7. PROTECTION OF MATERIAL AND WORK

The Contractor shall at all times protect and preserve all materials, supplies and equipment of every description (including property which may be Owner furnished or owned) and all work performed. All reasonable requests of the Engineer to enclose or specially protect such property shall be complied with. If, as determined by the Engineer, material, equipment, supplies and work performed are not adequately protected by the Contractor, such property may be protected by the Owner and the cost thereof may be charged to the Contractor or deducted from any payments due him. If determined to be necessary the Contractor to install a temporary six foot (6') high chain link fence around project area and staging areas for security at no additional cost to Owner. Contractor must protect the adjacent fence, sidewalks and all surfaces from overspray, damage, and disturbance at all times. Any damage, cleaning or repairs are the responsibility of the Contractor at no cost to the Owner.

8. PROTECTION OF VEGETATION

- a. The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Engineer. The Contractor will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials, or tracking of grass areas by equipment.
- b. Care will be taken by the Contractor in felling trees authorized for removal to avoid any unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operation shall be trimmed with a clean cut and painted with an approved tree pruning compound if required by the Engineer. The Contractor will be liable for, or may be required to replace or restore at his own expense, all vegetation destroyed or damaged.

9. POSSESSION PRIOR TO COMPLETION

The Owner shall have the right to take possession or use any completed or partially completed part of the work. Such possession or use shall not be deemed an acceptance of any work not completed in accordance with the contract. If such prior possession or use by the Owner delays the progress of the work or causes additional expenses to the Contractor, an equitable adjustment in the contract price and/or the time of completion will be made and the contract shall be modified in writing accordingly.

10. SUSPENSION OF WORK

The Engineer may order the Contractor to suspend all or any part of the work for such period of time as may be determined by him to be necessary or desirable for convenience of the Owner. Unless such suspension unreasonably delays the progress of the work and causes additional expense to the Contractor, no increase in contract price will be allowed. In the case of suspension of all or any part of the work for an unreasonable length of time, causing additional expense not due to the fault or negligence of the Contractor, the Engineer shall make an adjustment in the contract price in the amount of the additional proper expense and modify the contract accordingly. An extension of time for the completion of the work in the event of any such suspension will be allowed the Contractor, providing, however, that the suspension was not due to the fault or negligence of the Contractor.

acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Engineer. The Owner also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this contract, unless (1) such understanding or representations are expressly stated in the contract, and (2) the contract expressly provides that the responsibility therefore is assumed by the Owner representations.

4. OPERATION AND STORAGE AREAS

- a. All operations of the Contractor (including storage of materials) shall be confined to areas authorized or approved by the Engineer. No unauthorized or unwarranted entry upon or passage through, or storage or disposal of materials, shall be made upon private premises. The Contractor shall be liable for any and all damage caused by him to such private premises. The Contractor shall hold and save the Owner, its officers and agents, free and harmless from liability of any nature and kind arising from any use, trespass, or damage occasioned by his operations on premises of third persons.
- b. Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the Engineer, and shall be built with labor and materials furnished by the Contractor without expense to the Owner. Such temporary buildings and/or utilities shall remain the property of the Contractor and will be removed by him at his expense upon completion of the work. With the written consent of the Engineer, such buildings and/or utilities may be abandoned and need not be removed.
- c. The Contractor shall, under regulations prescribed by the Engineer, use only established roadways or construct and use such temporary roadways as may be authorized by the Engineer. Where materials are transported in the prosecution of the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state or local law or regulation. When it is necessary to cross curbing or sidewalks, protection against damage shall be provided by the Contractor, and any damaged roads, curbing or sidewalks shall be repaired by, or at the expense of, the Contractor.
- d. No material or equipment is to be stored on any street or right-of-way overnight; all excavations shall be backfilled at the end of each workday. The Contractor shall request an official location for equipment storage to be approved by the Owner. Restoration of any disturbed storage areas shall be the responsibility of the Contractor at no additional cost.

5. PROGRESS CHARTS AND REQUIREMENTS FOR OVERTIME WORK

- a. The Contractor shall, within five (5) days after date of notice of award, prepare and submit to the Engineer for approval a practical schedule showing the date on which he will start the several salient features (including procurement of materials and equipment) and the contemplated dates for completing same. The Contractor's attention is directed to Section 153, which indicates requirements for written bi-weekly project updates and schedule. Separate payment will not be made for weekly schedules instead the cost shall be included in the various bid items of the appropriate contract.
- b. If, in the opinion of the Engineer, the Contractor falls behind the progress schedule, the Contractor shall take such steps as shall be necessary to improve his progress, and the Engineer may require him to increase the number of shifts and/or overtime operations, days of work, and/or the amount of construction plant, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the Owner.
- c. Failure of the Contractor to comply with the requirements of the Engineer under the provision shall be the grounds for determination by the Engineer that the Contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination, the Engineer may terminate the Contractor's right to proceed with the work, or any separable part thereof, in accordance with the delays - damage clause of the contract.

6. QUALITY OF ARTICLES, MATERIALS AND EQUIPMENT

- a. Articles, materials and equipment to be incorporated into the work under the contract shall be new and unused unless otherwise specified; and where required to conform to standard specification of the Engineer or other authorities incorporated by reference, will conform to the respective editions, including amendments specified; or where the

1. CONTRACT DOCUMENTS – PLANS & SPECIFICATIONS

The Standard Specifications for Road and Bridge Construction, 2007 Edition, as published by the New Jersey Department of Transportation, the Plans, Technical Specifications, Contractor's Proposal and including but not limited to the amendments contained hereinafter shall comprise the Contract. In case of conflict between the amendments and revisions hereinafter and the Standard Specifications for Road and Bridge Construction, 2007, the amended specifications shall govern. Any items not covered in the amended specification shall be governed by *The Standard Specifications for Road and Bridge Construction 2007*. The Contractor must have a hard copy of *The Standard Specifications for Road and Bridge Construction, 2007 Edition*, on the job site at all times.

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 Standard Specifications for Road and Bridge Construction, 2007 Edition*, unless otherwise noted.

Whenever reference to page number is made, it is construed to refer to *The Standard Specifications for Road and Bridge Construction, 2007 Edition*, unless otherwise noted Scope Of Work

The work to be performed under this contract consists of furnishing all materials, equipment, supplies, labor and transportation, including fuel, power, water and performing all work as required in the Statement of Work in the contract, in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof, and including such detail drawings as may be furnished by the Engineer from time to time during the prosecution of the work in explanation of said drawings.

The Contractor will be furnished with three (3) sets of contract documents and one (1) electronic copy of the drawings in CAD format. One (1) copy of the contract documents furnished to the Contractor must be kept constantly on the project site. Anything shown on the plans, if issued, and not mentioned in the specifications, or mentioned in the specifications and not shown on the plans, and all work and materials necessary for the completion of the work according to the intent and meaning of the Contract Documents, shall be furnished, performed and done, as if the same were both mentioned in the specifications and shown on the drawings. Any conflict or inconsistency between the plans and specifications, or any discrepancy between the figures and scale of drawings shall be submitted by the Contractor to the Engineer, whose decision thereon shall be conclusive. The decision of the Engineer as to which specification will govern will be conclusive and final.

In the event the meaning of any portion of the specifications or plans, if provided, or any supplementary drawings or instructions of the Engineer is doubtful, the same shall be understood to call for the best type of construction, both as to materials and workmanship, which reasonably can be interpreted.

In the event a situation arises in which materials not specified on the plans are to be used for extra work, then the Standard Specifications will be used.

All locations and elevations are approximate. The Contractor shall verify all information and report all discrepancies at the time of bid.

2. CHARACTER OF WORK AND MECHANICS

The work shall be executed in the best and most workmanlike manner by qualified, careful and efficient mechanics in strict accordance with the drawings and specifications.

3. SITE INVESTIGATION

The Contractor has acknowledged that he has satisfied himself as the nature and location of work, the general and local conditions, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electricity, roads and uncertainties of weather, slopes, and other similar physical conditions at the site, the conformations and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Engineer, as well as from information presented by the drawings and specifications made a part of this contract. Any failure by the Contractor to

**SCE-R09880.011
May 2018**

**Veterans Memorial Middle School Parking Lot Renovations
Brick Township Board of Education**

GENERAL CONDITIONS

38. PROJECT CLOSEOUT

At time of project closeout there will be an onsite walk through that will consist of the Owner and Owner's representatives, the Engineer, the Contractor and any product representative that is deemed necessary. The walkthrough will review the project in its entirety and a punch list will be generated. The Contractor will have an agreed upon time to complete punch list items. Once punch list items are completed the Contractor will provide a maintenance bond as outlined in the specifications, maintenance manuals including warranty information, soil erosion release and completion notification from local district, any and all approved final permits, final payment request to include retainage request and all else deemed necessary by Owner and Engineer.

- (g) To make no demand for liquidated damages or penalty for delay in any sum in excess amount as may be specifically named in the subcontract.
- (h) That no claim for services rendered or materials furnished by the Contractor or to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.
- (i) To give the Subcontractor an opportunity to be present and to submit evidence in any arbitration or court action involving his rights.
- (j) If arbitration is used, name as arbitrator under arbitration proceedings as provided in the General Conditions, the person nominated by the Subcontractor, if the sole cause of dispute is the work, materials, rights or responsibilities of the Subcontractor; or if of the Subcontractor and other. Subcontractors jointly, to name as such arbitrator the person upon whom they agree.
- (k) In the matter or arbitration or court action, their rights and obligations and all procedures shall be analogous to those set forth in this entire contract.

Nothing in this paragraph shall create any obligation on the part of the Owner to pay or see to payment of any sums to any Subcontractor.

36. RESIDENT CITIZENS TO BE PREFERRED IN EMPLOYMENT ON PUBLIC WORKS

34:9-2 Resident citizens to be preferred in employment on public works

In the construction of any public work for the state, or any county, city, town, township, or borough, or other municipal corporation, or any board, committee, commission or officer thereof, whether the same be a building, excavation, sewer, or drainage construction, road building, paving, bridge, or any other form or kind of public work, preference in employment thereon shall be given to citizens of the State of New Jersey who have resided and maintained domiciles within the state for a period of not less than one (1) year immediately prior to such employment. Persons other than citizens of the state may be employed when such citizens are not available.

Every contract for the construction of public works shall provide that if this section is not complied with the contract shall be voidable at the instance of the state, county, or municipality.

All boards, officers, agents, or employees having the power to enter into contracts which provide for the expenditure of public money on public works, shall file in the Office of the Commissioner of Labor the names and addresses of all contractors holding contracts with the state, or any county, or municipal corporation, or with any board, committee, commission, or officer thereof. Upon the demand of the Commissioner a contractor shall furnish a list of the names and addresses of all his or its subcontractors.

Each contractor performing work for the state, or for any county, or municipal corporation, or for any board, committee, commission, or officer thereof shall keep a list of his or its employees, stating whether they are native born citizens or naturalized citizens, and in case of naturalization, the date thereof and the name of the court in which granted.

Any person, firm, or corporation violating the provisions of this section shall be deemed and adjudged a disorderly person and upon conviction shall be punishable by a fine of not less than fifty dollars and not more than five hundred dollars, or by imprisonment of not less than thirty days nor more than ninety days, or by both fine and imprisonment.

37. WARRANTY INFORMATION

The Contractor shall also include all required warranty information for each of the various products installed where applicable. These items are to include the rubberized track surfacing, synthetic turf system, the various types of goals, etc. The lengths of each item is detailed in the respective product information and as mentioned within the technical specifications. The warranty information shall be included within each of the Maintenance Manuals.

Engineer, nor any possession taken by the Owner, or its employees or agents, shall be deemed to be a waiver by the Owner of the right to abrogate this contract for abandonment or delay or nonperformance in the manner herein provided, nor shall it operate to void or annul any of the terms of this contract.

34. NO ESTOPPEL

Neither the Owner nor any department or officer thereof, shall be precluded or stopped by any return or certificate made or given to the Owner, the Engineer, or other officer, agent or appointee to the Owner under any provision of this agreement, from any time before the completion and acceptance of the work, and payment therefore, or before the payment of the guarantee retainer, pursuant to any such return or certificate showing the true and correct amount and character of the work done and materials furnished by the Contractor or any person under this agreement, or that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the specifications and contract drawings, and the Owner shall not be precluded or stopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the specifications and contract drawings.

35. RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Agreement, the General Conditions, the Drawings, and the Specifications as far as applicable to his work, including the following provisions of this article, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner or Engineer.

This does not apply to minor subcontracts.

The Subcontractor agrees:

- (a) To be bound to the Contractor by the terms of the Agreement, General Conditions, Drawings and Specifications, and to assume toward him the obligations and responsibilities that he, by those documents, assumes toward the Owner.
- (b) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment.
- (c) To make all claims for extras, for extensions of time, and for damages for delays or otherwise to the Contractor in the manner provided in the General Conditions for like claims by the Contractor upon the Owner, except that the time for making claims for extra cost is one (1) week.

The Contractor agrees:

- (a) To be bound to the Subcontractor by all obligations that the Owner assumes to the Contractor under the Agreement, General Conditions, Drawings and Specifications, and by all the provisions thereof affording remedies and redress to the Contractor from the Owner.
- (b) To pay the Subcontractor, upon the payment of certificates, if issued under the schedule of values described herein, the amount allowed to the Contractor on account of the Subcontractor's work to the extent of the Subcontractor's interest therein.
- (c) To pay the Subcontractor, upon the payment of certificates, if issued otherwise than in (b) so that at all times his total payments shall as large in proportion to the value of the work done by him as the total amount certified to the Contractor is to the value of the work done by him.
- (d) To pay the Subcontractor to such extent as may be provided by the Contract Documents or the subcontract, if either of these provides for earlier or larger payment than the above.
- (e) To pay the Subcontractor on demand for his work or materials as far as executed and fixed in place, less the retained percentage, at the time the certificate should be issued, even though the Engineer fails to issue it for any cause not the fault of the Subcontractor.
- (f) To pay the Subcontractor a just share of any fire insurance money received by him, the Contractor.

and completion of the work in the contract as described and specified, and as shown on the contract drawings, and also for all loss and damages arising out of the nature of the work aforesaid, or from the action of the elements or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified.

30. APPROVAL AND ACCEPTANCE OF WORK

Following the completion of this contract, as such completion is defined herein, and as soon thereafter as practicable, the Owner will inspect the entire work on all parts and details or cause the same to be inspected, and if said work and all contract performances are found to be satisfactory and in accordance with the provisions and terms of the contract and specifications, the Owner will certify the work as completed and will accept it, but conditional upon the subsequent remedying of defects which may become manifest within a period of two (2) years following completion and as herein required. The certification of completion and said acceptance of the work will be prerequisite to final payment hereunder.

Upon issuance of the Certificate of Acceptance, the Contractor shall provide the Owner with the guarantee retainer of a two (2) year Maintenance Bond in the value of ten percent (10%) of the final payment amount. This period shall be for maintenance and assurance of the installed work.

Twelve (12) months after the date of Certificate of Acceptance as hereinbefore set forth, and, as soon hereafter as practicable, the Owner shall make a review and reinspection of the work and performances of this contract, or cause the same to be made. If the said performances and work shall be found satisfactory and the work not to have deteriorated through defects of workmanship or materials, the Owner shall certify the release and payment for the twelve (12) months' Guarantee Retainer herein elsewhere specified, if applicable, and such certification shall be prerequisite to the release of the sureties on the contract bonds. If, however, the review and reinspection as herein or any prior inspection discloses defects due to the non-fulfillment of this contract, or non-compliance with its requirements, the Owner shall so notify the Contractor in writing, and thereupon the Contractor shall, at his own expense, repair or replace and shall make good all defects of workmanship, material and guarantee, and shall rectify any non-compliance, and such repairs and fulfillment shall be prerequisite to the release and payment of the twelve (12) months' Guarantee Retainer, if applicable, and to the release of the surety of the contract bond. If, however, the Contractor shall, after due notice, refuse or neglect to make good the defects as notified and to the satisfaction of the Owner, then the Owner may and is empowered to proceed in the manner described in the event of abandonment or forfeiture of the work by the Contractor and completion by the Owner and the payment of claims for material and labor and other expenses as provided in such procedures shall be a prerequisite to the termination of guarantee, to the release of guarantee retainer and to the release of the surety on the bond.

31. LIENS

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

32. CONTRACTOR'S CLAIM FOR DAMAGES

If the Contractor shall claim compensation for any damage sustained by reason of the acts of the Owner, or agents, he shall, within seven (7) days after the sustaining of such damage, make a written statement to the Engineer of the nature of the damage sustained. On or before the fifteenth day of the month subsequent to that in which any such damage shall have been sustained, the Contractor shall file with the Engineer an itemized statement of the details and the amount of such damage, and unless such statement is made as thus required, his claim for compensation shall be forfeited and invalidated, and he shall not be entitled to payment on account of any such damage.

33. NO WAIVER OF CONTRACT

Neither an extension of time for any reason beyond the date fixed herein for the completion of the contract, nor the delivery and acceptance of any articles or materials, nor any payment for, nor acceptance of the whole or any part of the work by the

The Contractor shall commence the work immediately upon receipt of the Notice to Proceed as specified herein. The completion time shall include, but not be limited to, the time necessary to prepare shop drawings, to order, process and deliver all equipment and materials, to obtain necessary permits and approvals, to perform the proper installation contemplated under this contract and all else necessary and incidental in connection with the performance of the Contract.

The Contractor shall provide and utilize such construction plans and such methods and appliances for the performance of all the operations connected with the work to be done under the contract, as will secure a satisfactory quantity of work and a rate of progress which, in the opinion of the Engineer, will insure the completion of the work within the time specified.

It is mutually agreed and understood by and between the parties hereto that time is an essential part of this contract, and that, if the Contractor shall fail to complete the work or any part thereof within the time above fixed, the Owner may retain liquidated damages as a result of such delay, from monies that are or which may become due the said Contractor, such sum per day as specified in the contract for each and every day (Sundays and legal holidays excepted) the completion of the work is delayed beyond the time specified herein for such completion.

It is understood and agreed that by executing a contract with the Brick Township Board of Education the Contractor waives any legal defense he might have because of the omission of a bonus clause in the event of completion before the date agreed upon, the term "Liquidated Damages" governing absolutely. It is agreed by and between the parties hereto that in as much as expense and inconvenience and other damages will be sustained by the Owner in the event said Contractor fails to perform the work herein specified within the time herein set forth, such as inconvenience of the public, consulting and field engineering expenses, interest charges, wages, salaries of inspectors, delay caused to other work by failure and indefinite and in some cases insusceptible of easy proof, the sum per day specified in the contract for each day's delay (Sundays and legal holidays excepted) shall be considered as liquidated damages and not as a penalty and shall become due said Owner as full payment for all such expenses and damages sustained to fit by the failure of said Contractor to complete the work as herein in the conditions specified by the Brick Township Board of Education, notwithstanding the "remedy language for the contractor" as noted in N.J.S.A. 18A:18A-41—Liquidated Damages.

Working hours shall be from 8:00 am to 6:00 pm Monday through Friday unless otherwise agreed upon by the Owner, Engineer and meet all municipal ordinances. Working on Saturdays or holidays will be at the request of the Contractor and approved by the Owner. All costs and expenses for construction observation and administration for Saturdays and holidays will be paid for by the Contractor.

*The board of education in consultation with the engineer of record has determined that a "working day" will be considered a "calendar day."

28. DELAYS AND EXTENSION OF TIME FOR COMPLETION

The Owner shall have the right to defer the beginning or to suspend the whole or any part of the work herein contracted to be done whenever, in the opinion of the Engineer, it may be necessary or expedient for the Owner so to do; and if the Contractor be delayed in the completion of the work by any employee of his or any other contractor employed by the Owner or by changed order in the work, or by strikes, lockout, fire, unusual delay of common carriers, unavoidable casualties, or any cause beyond the Contractor's control or by any cause which the Engineer shall decide to justify the delay, then for all such delays and suspensions the Contractor shall be allowed one (1) day additional to the time herein stated for each and every day of such delay so caused in the completion of the work, the same to be ascertained by the Engineer, and a similar allowance of extra time will be made for such other delays as the Engineer may find to have been caused by the Owner.

No such extension shall be made for any one (1) or more such delays unless within ten (10) days after the beginning of such delay a written request for additional time is filed with the Engineer. In case of a continuing cause of delay, only one (1) request is necessary.

No claim for damages or any claim other than that for extension of time as herein provided shall be made or asserted against the Owner by reason of any of the delays hereinbefore mentioned.

29. PRICES

The Owner will pay and the Contractor shall receive the prices stipulated in the proposal herein contained or hereto annexed, as full compensation for furnishing all the materials and performing all the labor which may be required in the prosecution

24. FORFEITURE OF CONTRACT

The Owner at any time during the continuance of the contract for the work herein provided for, and prior to the date of the acceptance of the work as hereinafter provided, shall have the right and power to declare the whole or any part of the same forfeited for any violation of any of the conditions, terms, requirements or limitations herein contained, or if the performance of the contract is unnecessarily or unreasonably delayed, or if the Contractor is not progressing with the work as fast as is necessary to insure its completion or to which such completion may be extended as hereinafter provided, or further, if the Contractor shall fail or refuse to remedy or repair defective work or materials when so ordered as herein provided. If the Owner shall declare the said contract forfeited, in whole or in any particular, such declaration of forfeiture shall in no way relieve or affect the liability of the Contractor and his sureties for breach of any of the covenants and conditions of said contract.

25. COMPLETION OF CONTRACT BY OWNER

If the work to be done hereunder shall be abandoned by the Contractor, or, if this contract shall be assigned or the work sublet by him, otherwise than as herein specified, or if at any time and for reasons hereinbefore specified, the Owner declares the contract forfeited, the Owner may notify the Contractor to discontinue all work or any part thereof, hereunder, or may notify the said Contractor to remedy or correct the condition or breaches enumerated by a written notice served upon the Contractor. In the event that the work is ordered discontinued as herein provided, or in case the said conditions or breaches are not remedied and corrected to the satisfaction of the Owner within seven (7) days from the service of the said written notice, the Owner will thereupon have the power to contract for the completion of the work, or such parts thereof, in the manner prescribed by law, or to employ such and so many persons as he may deem advisable, by contract or otherwise to work at and complete the work herein described or such parts thereof, and to use such machinery, materials, tools, and appliances as may be found upon the site of work, and to produce other materials, machinery, tools and appliances for the completion of the same, and to charge the expense so incurred to the Contractor. The expense so charged will be deducted and paid by the Owner out of such monies as may be due or may at any time thereafter become due to the Contractor under and by virtue of this contract or any part thereof. In case such expense exceeds the amount due and payable or which would become due and payable under this contract, if completed by the Contractor, the amount of such expense shall be less than the sum, which would have been the Contractor, and then the Contractor shall be entitled to receive the difference. When any particular part of the work is being carried on by the Owner, by contract or otherwise, under the provisions of this clause of contract, the Contractor shall continue the remainder of work in conformity with the terms of this contract, and in such manner as will in no wise hinder or interfere with the persons or workmen employed, as above provided, by the Owner, by contract or otherwise, to do any part of the work or to complete the same under the provisions of this article of the contract.

26. COMPLETION OF WORK DEFINED

The completion of the herein specified work is defined as that stage when the installations and the appurtenant equipment included under this contract have been completed and tested, and are together, ready for continuous permanent use and occupancy for the purpose intended. After this date, there may still remain some cleaning up or other minor work, which does not prevent the permanent use of the contracted work.

27. TIME FOR COMPLETION

Number of Working Days N.J.S.A. 18A:18A-19

In accordance with N.J.S.A. 18A:18A-19, the Brick Township Board of Education fixes the following number of working days* for the Parking Lot Improvements:

Proposed improvements as shown on the plans including but not limited to asphalt, milling, concrete curb, and striping. The contractor agrees to substantially complete this public works project to the satisfaction of the Board of Education within approximately **sixty (60) working days** from the receipt of the official Notice to Proceed and purchase order. The district has defined a working day as a calendar day. **The project shall begin construction on June 25, 2018 and shall be completed by August 24, 2018.**

As defined in the bid specification documents, completion shall be to the satisfaction of the board of education by **August 24, 2018**. The Contractor is further obligated to submit bonding and insurance meeting the specifications herein to the Board within ten (10) days of the Notice of Proceed.

contractor otherwise, as he may deem expedient, and charge the expense thereof to the Contractor. The expense so charged will be deducted and paid by the Owner out of such monies as are or may become due under this Agreement, or if such monies shall be furnished by the Contractor, and if he refuses or neglects to provide the necessary monies, they shall be provided by his surety.

21. OTHER CONTRACTS

It is understood and agreed that the Contractor shall execute his work in such a manner and in such order as will not interfere with work in process and will permit the Owner to perform other work or to enter into other contracts for work and materials to be constructed or placed in, on, or about the work herein described, with the least interference possible and with complete cooperation whenever it is desirable to prosecute said work, either simultaneously with the work under this contract or otherwise. It is agreed that the Contractor shall not be entitled to any damages or extra compensation from the Owner or other contractor that in any way affects the work under this contract, provided that such work of the Owner and other contractors shall, in the opinion of the Engineer, be performed in a proper and expeditious or a necessary manner. The Engineer shall decide all questions between the Contractors hereunder; the other Contractors, and the order of carrying on the work shall always be subject to his direction and approval.

If, in the judgment of the Engineer, the joint occupation of the site of the work by the Owner, or by two (2) or more contractors working on different contracts at the same time actually impedes progress on the work herein described, then upon the recommendation of the Engineer, the Owner may extend the time for the completion of the work by a length of time which accords with and compensates for the delay so caused.

In case the Contractor by his own acts, or the acts of any persons in his employ, shall unnecessarily delay, in the opinion of the Engineer, the work of the Owner or other contractors by not properly cooperating with, or by not allowing them sufficient opportunity or facility to perform the work as may be specified, the Contractor shall, in that case, pay all costs and expenses incurred by such parties due to any such delays, and he hereby authorizes the Owner to deduct the amount of such costs and expenses from any monies due or to become due the Contractor under this contract. The Engineer subject to the approval of the Owner, shall decide the extent of such delay or delays, and the amount of such costs and expenses, and his decision shall be binding upon both parties to this contract. Nothing contained in this paragraph shall, however, relieve said Contractor from any liability or damage resulting to the Owner on account of such delay or delays.

If any part of the Contractor's work depends for proper execution- or results upon any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. His failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects, which may develop in the other contractor's work after the execution of his work.

To insure the proper execution of his subsequent work, the Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the drawings.

22. REMEDIES

All claims, counterclaims, disputes, and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

23. ABANDONMENT OF WORK

Should the Contractor abandon or in any manner fail to complete the said work, the Owner is hereby authorized and empowered to pay any laborers for work done who may have been employed by said Contractor upon the work herein, and to pay any claims against the Contractor for material furnished, out of any funds that would be normally due or become due said Contractor under this contract, and in every such case the Owner is hereby authorized and empowered to ascertain through the Engineer, the amount or amounts so due or owing to such labor or laborers, or for such materials from said Contractor in such manner and upon such proof as the Engineer may deem sufficient; and the amount or amounts so found by the Engineer to be due and payable be final and conclusive against the Contractor, and may therefore be paid by the Owner to said laborer or laborer, or to liquidate any claims for materials furnished; and any estimate may be withheld from said Contractor until all such claims for labor or material on his contract have been satisfied.

quantities, the same shall not invalidate the contract or release the Contractor from execution and completion of the whole or any part of the work to the satisfaction of the Engineer and in accordance with the specifications and plans for the prices agreed upon and fixed therefore or excuse him from any of the obligations or liabilities set forth in the Contract Documents, or entitle him to any damages or compensation otherwise than is specified in said Contract Documents.

The quantities of the various works are to be included in the lump sum bid items on which payments will be made to the Contractor are to be determined by measurements of the work actually performed by the Contractor and accepted by the Engineer as being satisfactory in accordance with the requirements of the Contract Documents.

Before submitting this proposal, the Contractor shall determine for himself the quantities of work required and the conditions under which the work will be performed, by such means as he may prefer, and shall assume all risks as to variations in the quantities of the different classes of work. The Contractor shall determine for himself the quantities of work required to complete the construction and intent of the contract drawings and shall include all appropriate quantities in his lump sum prices bid in the proposal.

The Contractor shall not at any time after the submission of this proposal, dispute or complain of the schedule of quantities or assert that there was misunderstanding as to the amount or character of the work to be done, and shall not make any claims for damages, or for loss of profits, or for an extension of time because of a difference in the quantities of the various classes of work stated, and the quantities of work actually performed.

19. MATERIALS AND WORK

All materials furnished under this contract shall be as specified or required, or in the absence of a particular specification shall be the best of their respective kinds, of new stock, unused and not deteriorated, and all the work contemplated and described shall be done in a good, substantial and workmanlike manner. Only manufactured products of the United States, wherever available, shall be incorporated into the work of the contract.

Wherever in these specifications or on the plans, the terms ASTM, AWWA, ASA and SAE specification are used, it shall be considered to mean the latest pertinent specifications (Standard or Tentative) of the American Society for Testing Materials, American Water Works Association, American Standard Association, and the Society of Automotive Engineers respectively, and any subsequent amendments hereto.

Wherever in the contract drawings or specifications any item of equipment or material is designated by reference to a particular brand name, manufacturer or trade name, it shall be understood that an approved equal product, acceptable to the Engineer, might be substituted by the bidder. The Contractor will be required to demonstrate to the satisfaction of the Engineer, that the equipment, devices or materials he proposes to furnish are, in fact, similar to those designated.

20. DEFECTIVE WORK OR MATERIALS

If at any time before the acceptance of the work, any materials or workmanship shall be discovered, which do not comply with the specifications and contract drawings, they shall be immediately removed by the Contractor, when notified to do so by a written notice by the Engineer, and shall be replaced at the Contractor's expense. Any work condemned by the Engineer as unsuitable or improperly done shall be removed and repaired, or otherwise remedied, as the Engineer may direct.

All material condemned by the Engineer shall be removed from the site of the work within two (2) days if and after notice to that effect is given.

Should defective work be suspected and the Engineer so requires, the Contractor shall uncover, take down or make openings in the finished work for the purpose of examining such points as said Engineer designates. Should the work thus exposed or examined prove satisfactory, the uncovering, taking down or making of openings in and the replacing of the covering or the making good of the parts removed shall be paid for in accordance with the contract prices for the items involved; but should the work exposed or examined prove unsatisfactory, taking down and replacing and making good shall be at the expense of the Contractor.

If the Contractor shall neglect or refuse to remove or replace the same within seven (7) days from the date of the written notice from the Engineer to do so, said notice being served either personally or by leaving it at his place of business or with his agent in charge of the work, then the Owner may remove or cause the same to be removed and satisfactorily replaced by

event of any claim or action at law on account of such patents or fees, it is agreed that the owner may retain out of the monies which are or which may become due the Contractor under his contract, a sum of money sufficient to protect itself against loss, and to retain the same until said claims are paid or satisfactorily adjusted.

16. CLAIMS FOR LABOR, MATERIALS AND DAMAGES

The Contractor shall, from time to time, as required by the Owner, furnish the Owner with satisfactory evidence that all persons who have done work or furnished materials under this contract, or have suffered some damage on account of the Contractor's operations, have been fully paid or secured; and in case such evidence be not furnished as aforesaid, such amount as the Owner may consider necessary to meet the lawful claims of the persons aforesaid will be retained from the monies otherwise due said Contractor, until the liabilities aforesaid have been fully satisfied. It is understood and agreed, however, that the Owner hereby assumes no obligations toward such claimants, nor in any way undertakes to pay such claims out of funds due or that may become due the Contractor, or out of his own funds.

17. ACCIDENTS AND CLAIMS TO BE GUARDED AGAINST

All machinery and other physical hazards shall be guarded in accordance with safety codes approved by the American Standard Association, unless such codes are not compatible with Federal, State, and Municipal Laws or Regulations.

The Contractor is responsible for site security during construction and provide temporary six foot (6') high chain link fencing that surrounds the construction site as well as providing additional site security when necessary, shall erect and maintain on the work such strong and suitable barriers and at night time such red lights as will efficiently and effectually prevent any accident to life, limb or property on consequence of said work, or in the use or occupancy of street, alley, high or public or private grounds.

The status of the Contractor in the work to be performed by him under the contract is that of an independent contractor. As such, the work, in every respect, from the execution of the contract and during progress of the work thereafter, and until final acceptance, shall be under the charge and in care of the Contractor at his risk. He shall properly safe-guard against any and all injury to the public, to the public and private property, materials and things and, as such, the Contractor along shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred in, or during the conduct or progress of said work without regard to whether the Contractor, his subcontractors, agents or employees, have been negligent. The Contractor shall keep the Owner and Engineer free from, and discharged of any and all responsibility and liability therefore of any sort or kind whatsoever. The Contractor shall assume all responsibility for risks and casualties of every description and for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty or circumstance. The Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or local laws, statutes, ordinances or any and all rules and regulations promulgated thereafter. The Contractor shall indemnify and save harmless the Owner and Engineer and all of their respective officers, agents and employees from all liability or suits or actions at loss or in equity of any kind whatsoever arising from the failure of the Contractor to comply with the terms and conditions of the contract, plans and specifications or any Federal or State statutes or local ordinances with the provisions of such statutes or ordinances by the United States, the State of New Jersey, or any municipality thereof, or by any department or agency of any or all thereof, and the Contractor shall, if required by the Owner or Engineer, produce evidence of settlement of any such action before final payment under the contract shall be made by the Owner.

The Contractor shall, unless otherwise specified, maintain and pay for such insurance, issued in the name of the Owner, as will protect the Owner from contingent liability under this contract, and the Owner's right to enforce against the Contractor any provision of this article shall be contingent upon the full compliance by the Owner with the terms of such insurance policy or policies, a copy of which shall be deposited with the Owner.

18. STATEMENT OF QUANTITIES

The quantities of the work to be done and the materials to be furnished under this contract as given in the Instructions to Bidders or attached hereto or as indicated on the contract drawings, are to be used solely as a uniform basis for comparing proposals and/or for determining the amount of the Contractor's performance bond. The Owner shall not be held responsible if any of the said quantities are found incorrect or omitted and the Contractor shall not make any claim for any damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes of work as estimated and the work actually performed. If any error, omission, of mis-statement is discovered in the said estimated

disrespectful, or otherwise unsatisfactory, the Contractor on receiving such notice, shall forthwith dismiss such person and shall not again employ him on any part of the work without the written consent of the Engineer.

11. LAW AND ORDINANCES

The Contractor shall keep himself fully informed of, and shall carefully observe and comply with all State, County and local laws, ordinances and regulations which in any manner affect the conduct of the work, and all such orders or decrees as exist at present and those which may be enacted later, of bodies having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner and all its officers, agents and servants against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

12. PERMITS

The Contractor shall take out all necessary permits from the municipal or other public authorities, and shall give all notices required by law or municipal ordinance. Any charge or fee for permits issued by the municipality shall be borne by the Contractor unless otherwise stated herein. The Owner will be reimbursed by the Contractor for the cost of inspection of the work done under this contract required by public authorities other than the Owner, and the municipality, such as the County or State. The Contractor shall comply with all requirements of the 1974 Assembly Bill No. 803, an act to amend and supplement an act relating to excavation or blasting near pipes distributing or transmitting manufactured, mixed, or natural gas, approved May 12, 1964 (P.L. 1964, C.53). Copies of permits already obtained are included in the appendices of the contract documents.

13. SOCIAL SECURITY ACT

The Contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full liability for the payment of any and all contributions or taxes for social security, unemployment insurance, federal withholding tax or old age retirement benefits, pensions or annuities, nor or hereafter imposed under any state or federal law which are measured wages, salaries, or other remuneration paid to persons employed by the Contractor on work performed under the terms of this contract, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized state or federal officials; and said Contractor also agrees to indemnify and save harmless the Owner from any such contributions or taxes or liability thereof.

14. ASSIGNMENT OF CONTRACT

The Contractor or his thoroughly qualified and designated representative shall give his personal attention constantly to the faithful prosecution of the work. He shall not assign transfer, convey, or otherwise dispose of this contract, or his right, title, or interest in, or to the same or any part thereof, without the previous approval of the Owner.

The Contractor shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under this contract, unless by and with the written consent of the Owner, and such consent or approval, if given, will in no way relieve the Contractor from any of the obligations of the said contract.

The Contractor is advised that the contract may not be assigned without written consent from the Brick Township Board of Education.

Assignment of this contract of any part thereof or any funds to be received thereafter by the Contractor shall contain a clause to the effect that it is agreed that the funds to be paid the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials.

15. ROYALTIES AND PATENTS

The Contractor shall indemnify and save harmless the Engineer, Owner and their officers and agents from all damages, judgments, claims and expenses arising from the infringement of any letters, patents, or patent right because of any royalty, fee or license for the use, arrangement of operation of any tools machinery, appliances, devices, materials, process or processes which may be used by the Contractor or furnished by him in fulfillment of the requirements of the contract. In the

the foreman who have immediate charge of the men employed in the particular work in relation to which the order may be given.

5. NOTICES TO CONTRACTOR

The residence or place of business given in the bid or proposal upon which this contract is founded is hereby designated as the place where all notices, letters and other communications shall be served, mailed to, or delivered. Any notice, letter or other communication addressed to the Contractor and delivered at the above named place or deposited in a postpaid wrapper in any post office box regularly maintained by the United States Post Office Department shall be deemed sufficient service thereof upon the Contractor and the date of mailing shall be the date of service. The place named may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the Engineer.

Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon the Contractor personally.

6. INSPECTION

The Engineer or his authorized representative will inspect the materials furnished and the work done under this contract, and he is also hereby authorized and empowered to reject and refuse all work and materials and the method of application of any part thereof, under or in fulfillment of this contract, that does not comply in kind, quality, quantity, time or place with the specifications and the contract drawings. The inspections, approval or acceptance of any part of the work herein contracted for, or the materials used therein, or any payment on account thereof, shall not prevent the rejection of said work or materials at any time thereafter during the existence of this contract and prior to the payment of the final estimate, should said work or materials be found to be defective or not in accordance with the requirements of this contract.

7. ENGINEER'S STATUS

The Engineer shall have general supervision and review of the work. He is the agent of the Owner only to the extent provided in the Contract Documents and when in special instances he shall, upon request, show the Contractor written authority. He has the authority to stop all the work whenever such stoppage may be necessary to insure the proper execution of the contract.

As the Engineer is, in the first instance, the interpreter of the conditions of the contract and the judge of its performance, he shall side neither with the Owner nor with the Contractor, but shall use his powers under the contract to enforce its faithful performance by both.

8. ENGINEER'S DECISION

The Engineer shall, in all cases, determine the amount, quality, acceptability, and fitness of the several kinds of work, materials and equipment that are to be paid or under this contract. He shall also determine all questions in relation to said work and the performance thereof, and decide every question, which may arise relative to the fulfillment of his contract on the part of the Contractor, except as provided herein. The determinations of the Engineer as to work, materials, and equipment shall be subject to the final approval of the Owner.

9. ACCESS TO WORK

The Contractor shall at all times give access to the work to the Owner, to the Engineer and the assistants and inspectors under him, and to the representatives of the Department of Health of the State. The Contractor shall furnish all the necessary facilities for determining both on the work and at the places of manufacture, that all work to be done and all materials to be furnished under this contract are being performed and are being made strictly in accordance with the terms of this contract and with the contract drawings and specifications. The Contractor shall notify the Engineer in writing at least seven (7) days previous to the commencement of the manufacture of any materials, of the time and place, in order that a representative of the Owner may be present to inspect the manufacture, should it so be desired.

10. COMPETENT WORKERS TO BE EMPLOYED

The Contractor shall employ only competent and skillful workers to do the work, and whenever the Engineer shall notify the Contractor in writing that any worker of the work is, in his opinion, disobedient, incompetent, unfaithful, disorderly,

SUPPLEMENTARY SPECIFICATIONS - Statements modifying or changing the requirements or provisions of the specifications or adding new requirements or provisions thereto.

SURETY - The corporate body which is bound with and for the Contractor and which engages to be responsible for his payment of all debts pertaining to and for his acceptable performance of the work for which he has contracted.

TOWNSHIP - Means and refers to the Township of Brick.

WORK - Means and refers to and includes all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to the carrying out and the completion of the terms of this contract.

WRITTEN NOTICE - Shall be deemed to have been duly served if delivered in person to the authorized agent of the Contractor, such as superintendent or foreman in charge of work or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to he who gives the notice.

2. EXTENT OF CONTRACT

The Notice to Bidders, Instructions to Bidders, Proposal, General Conditions, General Provisions, bonds, Specifications and contract drawings are, and shall be taken to be, a part of this contract. All work and materials mentioned in the specifications and not shown on the drawings, all work and materials mentioned on the drawings and not shown in the specifications, and all work and materials necessary for the completion of the work according to the true intent and meaning of the contract drawings and specifications shall be furnished, performed and done as if the same were both mentioned in the specifications and shown on the drawings. In case of disagreement between the plans and specifications, the Engineer will decide which shall prevail and the Contractor shall proceed in accordance with Engineer's decision at no change in contract price.

Should anything be omitted from the contract drawings or specifications which is necessary to a clear understanding of the work, or should any error appear either in any of the various instruments furnished or in the work done by other contractors affecting the work included under this contract, the Contractor shall promptly notify the Engineer of such omission or errors; and, in the event of the Contractor's failure to do so, he shall make good any damage to or defect in his work caused thereby. He will not be allowed to take advantage of any error or omission on the contract drawings, as full instructions will be furnished by the Engineer. Should any such error or omission be discovered, the Contractor shall carry out such instruction as originally specified.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein, and this contract shall be **read and enforced as though** it were included herein, and if through mere mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party hereto, the contract shall be forthwith be physically amended to make such insertion.

3. OBLIGATIONS OF CONTRACTOR

The Contractor shall, at his own expense and cost, and in strict conformity with the hereinafter contained or hereto annexed specifications and the contract drawings, furnish all the materials and labor and all tools, tackle, implements, machinery and appliances of every kind necessary or proper for the purpose, and in a good and workmanlike manner and with the time hereinafter specified, perform and complete the work required under this contract. He shall complete the entire work to the satisfaction and approval of the Engineer, and accept in consideration thereof, and as full compensation therefore, the sums set opposite the respective classes of work and materials named in the contract and proposal herein contained or hereto annexed, the said sums being the amounts at which the contract therefore as awarded to the Contractor at the public letting thereof.

4. ABSENCE OF CONTRACTOR

In the absence of the Contractor there shall be at all times a duly authorized representative on the work, who shall receive and execute all orders given by the Engineer, and such orders so given to and received by the Contractor. Whenever the Contractor or his representative is not present at any place on the work where it may be necessary to give orders or directions, they will be given by the Engineer and his assistants, and shall be received and promptly obeyed by the superintendents or

1. DEFINITIONS

Whenever in these specifications and contracts the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

BID SECURITY - The certified check, cashier's check or bid bond, designated in the proposal, to be furnished by the bidder as a guarantee of good faith to enter into a contract with the borough if the proposal is acceptable.

BIDDER - Any individual, firm, partnership or corporation legally submitting a proposal for the work contemplated acting directly through a duly authorized representative or agent.

BOARD OF EDUCATION - The Board of Education means Brick Township Board of Education, Township of Brick, Ocean County, New Jersey, the party of the first part in this agreement.

BONDING CERTIFICATION - A statement, submitted with a bid from Surety Company duly authorized to do business in New Jersey and satisfactory to the borough, to the effect that said Surety Company will furnish a bond for the bidder if awarded the contract.

CONTRACT DOCUMENTS - Contract documents shall consist of and include the contract, the plans, the specifications, and addenda.

CONTRACTOR - Party of the second part to the contract, acting directly through his agents or employees, and who is liable for the payment of all debts pertaining to and for the acceptable performance of the work for which he has contracted.

ENGINEER - The engineering and landscape architectural Consultant to the Board of Education, **SUBURBAN CONSULTING ENGINEERS, INC.**, or duly authorized representative, acting within the scope of duties assigned to him or the authority given to him.

EXTRA WORK - As used herein, refers to and includes work required by the Owner, which in the judgment of the Engineer, involves changes in or additions to that required by the plans, specifications, and addenda in original form.

OWNER - Shall mean same as "Board of Education", the party of the first part to this agreement.

PERFORMANCE BOND - The approved form of security furnished by the Contractor and his Surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the terms of the contract, and guaranteeing the work performed.

PHRASING - Whenever they refer to the work or its performance, "directed", "required", "permitted", "ordered", "designated", "prescribed and works of that import, shall imply the direction, requirement, permission, order, designation or prescription of the Engineer; and "approved", "acceptable", "satisfactory", and words of like import, shall mean approved by, or acceptable to, or satisfactory to, or in the judgment of the Engineer.

PLANS OR DRAWINGS - All drawings, sketches, blueprints, plans, surveys, reproduction of drawings pertaining to the construction of the structures and its appurtenances.

PROPOSAL - The approved prepared form, when properly executed, which the bidder must submit as his offer to do the work contemplated.

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 of the quantities and qualities of the materials to be furnished under the contract. This shall include the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction 2007 and any amendments and supplementary specifications thereto.

STRUCTURES - Shall mean bridges, culverts, catch basins, retaining walls, manholes, headwalls, buildings, and other such constructions as may be encountered in the work and other otherwise classified herein.

GENERAL PROVISIONS

25. The Contractor's attention is directed to Section 152, which indicates specific indemnifications and the limits of coverage for the Certificate of Insurance, which is required.
26. The Contractor's attention is directed to Sub-Section 109.02 of the specification, which provides information on the scope of payments made under individual pay items.
27. The Contractor shall be responsible for any restoration to lawn and/or landscape areas. All landscaping, topsoil, topsoil amendments such as peat moss, compost, fertilizer, seeding, and mulch work shall be included in the various base bid items, or as defined in the specifications, and shall be restored to the satisfaction of the Engineer/Landscape Architect and Township of Brick representative. All large stones and all other debris shall be removed from this area prior to acceptance and final payment by Owner.

11. Sub-Section 105.12 in the Specifications indicates that the Contractor must notify the Engineer/Landscape Architect of any intended overtime work. Further, Township of Brick Board of Education must be reimbursed by deduction of monthly payments for the overtime work performed by the Inspector and/or Township of Brick Board of Education Personnel.
12. Signs removed by the Contractor for construction shall be reset no later than the end of that same working day.
13. All locations and elevations are approximate. The Contractor shall verify all information and report all discrepancies at the time of bid.
14. The Contractor shall provide all tools, transportation, materials, labor, insurance, and all else necessary for the work and/or incidental thereto.
15. Adequate warning signs and barricades shall be placed around all excavations. If required by the Engineer/Landscape Architect, flashing lights or other illumination devices shall be employed to warn motorists and pedestrians after dark. All traffic control measures shall meet the requirements of the NJDOT regulations and the "Manual on Uniform Traffic Control Devices," Current Edition.
16. The Contractor shall make no permanent markings outside of the work area. If markings outside the work area are required for any reason, they shall be non-permanent in nature (removable stakes, etc.).
17. The existence of underground utilities is known in the project area. The Contractor shall not proceed with any excavation until he has contacted each of the utility companies and municipal authorities to determine the exact location of all utilities. This shall include the "marking out" of physical location of each utility.
18. The Contractor shall be responsible for the disposal of all waste material in accordance with the specifications. The Contractor shall be responsible for the legal disposal of all excess materials excavated of whatever nature at his own expense. Township of Brick is not obligated to supply a disposal site. The Contractor shall not deposit the excess materials within Township of Brick limits without express permission of the Owner.
19. The Township of Brick reserves the right to increase or decrease quantities, add or delete items, and eliminate portions of or entire base bids as required to accommodate their budget.
20. The Engineer/Landscape Architect and/or his representative will assist in the field to locate tree plantings on an as needed basis.
21. The Contractor shall be responsible for maintaining traffic and safe access to all driveways and walks. Compensation for work under this requirement will be included in the price for all bid items.
22. This plan does not certify to the location, both horizontal and vertical, of any underground feature or structure which has not been exposed for direct measurement.
23. No material or equipment is to be stored on any street or right-of-way overnight; all excavations shall be backfilled at the end of each workday. Restoration of any disturbed areas shall be the responsibility of the Contractor at no additional cost.
24. The Contractor is responsible to obey all laws including, without limitation, safety and health regulations. Township of Brick and its Engineer/Landscape Architect assumes no responsibility for safety during the performance of the work.

GENERAL NOTES

1. *The Standard Specifications for Road and Bridge Construction, 2007 Edition*, as published by the New Jersey Department of Transportation, the Plans, Technical Specifications, Contractor's Proposal and including but not limited to the amendments contained hereinafter shall comprise the Contract. In case of conflict between the amendments and revisions hereinafter and the Standard Specifications for Road and Bridge Construction, 2007, the amended specifications shall govern. Any items not covered in the amended specification shall be governed by *The Standard Specifications for Road and Bridge Construction 2007*. The Contractor must have a hard copy of *The Standard Specifications for Road and Bridge Construction, 2007 Edition*, on the job site at all times.
2. 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 Standard Specifications for Road and Bridge Construction, 2007 Edition*, unless otherwise noted.
3. Whenever reference to page number is made, it is construed to refer to *The Standard Specifications for Road and Bridge Construction, 2007 Edition*, unless otherwise noted.
4. Henceforth in this supplementary specification whenever reference to the State, Commissioner, Department, Engineer/Landscape Architect or Inspector is made, it is construed to mean the Township of Brick Board of Education.
6. The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work, the protection of property and the maintenance of passageways. No personnel shall discard refuse on Township of Brick property or property belonging to the Township of Brick Board of Education. Contractor shall ensure the site is clean after each work day.
7. All work on this contract must be completed within sixty (60) calendar days from the notice to proceed. If the work exceeds sixty (60) calendar days, in addition to the liquidated damages as outlines in subsection 108.20 the Contractor shall also be responsible for all Engineering/Landscape Architect and Inspection services after this date. This cost will be deducted from the Contractor's final payment(s).
8. The Contractor will be furnished with three (3) sets of contract documents and one electronic copy of the drawings in CAD format. One (1) copy of the contract documents furnished to the Contractor must be kept constantly on the project site. Anything shown on the plans, if issued, and not mentioned in the specifications, or mentioned in the specifications and not shown on the plans, and all work and materials necessary for the completion of the work according to the intent and meaning of the Contract Documents, shall be furnished, performed and done, as if the same were both mentioned in the specifications and shown on the drawings. Any conflict or inconsistency between the plans and specifications, or any discrepancy between the figures and scale of drawings shall be submitted by the Contractor to the Engineer/Landscape Architect, whose decision thereon shall be conclusive. The decision of the Engineer/Landscape Architect as to which specification will govern will be conclusive and final.
9. In the event the meaning of any portion of the specifications or plans, if provided, or any supplementary drawings or instructions of the Engineer/Landscape Architect is doubtful, the same shall be understood to call for the best type of construction, both as to materials and workmanship, which reasonably can be interpreted.
10. In the event a situation arises in which materials not specified on the plans are to be used for extra work, then the Standard Specifications will be used.

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CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

For

**BRICK TOWNSHIP BOARD OF EDUCATION
VETERANS MEMORIAL MIDDLE SCHOOL
PARKING LOT RENOVATIONS**

OUR FILE No.: SCE-R09880.011

TOWNSHIP OF BRICK, COUNTY OF OCEAN, STATE OF NEW JERSEY

BRICK TOWNSHIP BOARD OF EDUCATION

ACTING SUPERINTENDENT

Dennis Filippone

BUSINESS ADMINISTRATOR

James Edwards

BOARD OF EDUCATION

Stephanie Wohlrab – Melita Gagliardi – John Lamela

Daisy Haffner – Victoria Pakala – Jessica Clayton

Maria Foster

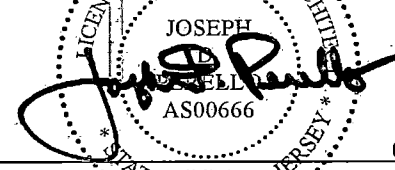
MAY 2018

BIDDER:

ADDRESS:

TELEPHONE:


STATE OF NEW JERSEY
DAREN J. PHIL
No. CE36192
LICENSED PROFESSIONAL ENGINEER
05-24-2018
Date
DAREN J. PHIL, PE
NJPE LICENSE #24GE03619100


LICENSED LANDSCAPE ARCHITECT
JOSEPH D. PERELLO
No. AS00666
05-24-2018
Date
JOSEPH D. PERELLO, LLA
NJ LICENSE # 21AS00066600
Reason: Digitally Signed

SUBURBAN CONSULTING ENGINEERS, INC.

2430 Highway 34, Building A, Wall, New Jersey 08736
732-282-1776 – Fax 973-398-2121

BRICK TOWNSHIP BOARD OF EDUCATION

Business Office

101 Hendrickson Avenue

Brick, New Jersey 08724

TECHNICAL SPECIFICATIONS

Mr. James W. Edwards, Jr.

Business Administrator

Board Secretary

Purchasing Agent

governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

The contract may be terminated by the board for convenience without any liability or penalty to the board except that the contractor shall be paid for services that are rendered prior to the date of termination, excluding loss of profits, loss of business advantage, compensatory or consequential damages.

42. WITHDRAWAL OF BIDS

Before The Bid Opening

The Purchasing Agent may consider a written request from a bidder to withdraw a bid if the written request is received by the Purchasing Agent before the advertised time of the bid opening. Any bidder who has been granted permission by the Purchasing Agent to have his/her bid withdrawn cannot re-submit a bid for the same advertised bid project. That bidder shall also be disqualified from future bidding on the same project if the project is re-bid.

After The Bid Opening

The Board of Education may consider a written request from a bidder to withdraw a bid, if the written request is received by the Purchasing Agent within five (5) business days after the bid opening. A request to withdraw a bid after the specified number of days will not be honored.

The contractor/vendor who wishes to withdraw a bid must provide a certification supported by written factual evidence that an error or omission was made by the contractor and that the error or omission was a substantial computational error or an unintentional omission or both.

The request to withdraw a bid after the bid opening may be reviewed by the Purchasing Agent, the Director of Facilities, other interested administrators; and the Architect of Record for the project (if necessary) and/or the Board Attorney and a recommendation will be made to the Board of Education. If the Board of Education grants permission to have the bid withdrawn the contractor/vendor shall be disqualified from bidding on the same project if the project is re-bid. If the contractor/vendor fails to meet the burden of proof to have the bid withdrawn the request to withdraw the bid will be denied and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become property of the Board of Education.

contract. Otherwise, all samples must be picked up by the bidder within thirty (30) days of the award of contracts or said samples will be presumed abandoned and the Purchasing Agent will dispose of them as he sees fit.

38. STOCKHOLDERS' DISCLOSURE

All bidders are hereby notified that every corporation and partnership, according to the provision of Chapter 33, Laws of 1977 of the State of New Jersey, must submit a statement prior to the receipt of the bid or accompanying the bid, setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all partners in the partnership, who own 10% or greater interest herein, 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 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 established in this act, has been listed. (N.J.S.A. 52:25-24.2)

39. SUBCONTRACTING; ASSIGNMENT OF CONTRACT

Contractors, services providers, and all vendors with whom the Board of Education has an executed contract may not subcontract any part of any work done or assign any part of contract for goods or materials for the Board without first receiving written permission from the Purchasing Agent.

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The Board Business Office may require the following documents to be secured from all approved subcontractors:

- Insurance Certificate as outlined in the bid specifications;
- Affirmative Action Evidence as outlined in the bid specifications;
- Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.

In cases of subcontracting, the Brick Township Board of Education shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Brick Township Board of Education shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non payment to subcontractors.

Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors.

40. TAXES

As a New Jersey governmental entity, the Board of Education is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et. seq.), and does not pay any sales or use taxes. Bidders should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished to the Brick Township Board of Education. Contractors may not use the Board's tax exempt status to purchase supplies, materials, service or equipment.

41. TERMINATION OF CONTRACT

If the Board determines that the contractor has failed to comply with the terms and conditions of the bid and/or proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused the District by the contractor's breach of this agreement. The Board may withhold payment due the contractor and apply same towards damages once established. The Board will act diligently in accordance with

"No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to a member of the board of education during the preceding one year period."

Contributions During Term of Contract – Prohibited -- N.J.A.C. 6A:23A-6.3 (a) (2-3)

"Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract."

"When a business entity referred in 4.1(e) is a natural person, contribution by that person's spouse or child that resides 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."

Chapter 271 Political Contribution Disclosure Form – Required -- N.J.A.C. 6A:23A-6.3 (a)(4)

All bidders shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the district to determine whether the vendor is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a)(2) Award of Contract.

33. POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the **New Jersey Election Law Enforcement Commission** pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 or at www.elec.nj.us.

34. PRODUCT GUARANTEE; NO SUBSTITUTIONS

The contractor shall guarantee that all goods and materials supplied shall be new, unused and meet the specifications as noted in this bid. The Board of Education will not accept substituted items that deviate from the items listed on the purchase order.

35. QUALIFICATION OF BIDDERS - Contractor Questionnaire Certification Form

The Brick Township Board of Education may make such investigations as it deems necessary to determine the ability of the bidder to perform the terms of the contract. The bidder shall complete a Contractor Questionnaire Certification Form and return same with the bid and shall furnish all information to the Board as the Board may require to determine the contractor's ability to perform the duties and obligations as outlined in these specifications.

36. RIGHT TO KNOW LAW

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Right to Know Law - N.J.S.A. 34:5A-1 et. seq. All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact the:

New Jersey Department of Health
Right to Know Program
CN 368
Trenton, New Jersey 08625-0368

37. SAMPLES

From time to time the Purchasing Agent may require the submission of samples either before or at the time of the bid, at no charge to the district, in order to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the bid documents that samples are required, full size samples must be submitted not later than the official *BID OPENING*. Failure to submit said samples may be regarded as a basis for rejecting the bid. Samples may be impounded until satisfactory completion of the

The Contractor is to assume all liability of every sort incident to the work, including property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor's men.

27. INTERPRETATIONS AND ADDENDA

No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations must be made in writing to the Purchasing Agent and be received at least ten (10) days prior to the date fixed for the opening of bids to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addenda to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the bidders by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids. All addenda so issued shall become part of the contract document.

28. LIABILITY – COPYRIGHT

The contractor shall hold and save the Brick Township Board of Education, its officials and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

29. LIQUIDATED DAMAGES

Liquidated damages shall be assessed against the contractor in the amount as listed in the General Specifications, and Contract should the contract/work/service not be completed in accordance with the plans and specifications.

30. NON-COLLUSION AFFIDAVIT

A notarized Non-Collusion Affidavit shall be submitted with the bid. (N.J.S.A. 2A:93-6).

31. PAYMENTS

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days provided the Board of Education receives the appropriate documentation including but not limited to:

- Signed voucher by vendor;
- Packing Slips; and
- Invoices.

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Board of Education, unless otherwise agreed to by written contract or mandated by N.J.S.A. 18A:18A-40.1. The Board at its discretion may make partial payments. All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education meeting schedule.

Invoices

The invoice clearly outlines the goods received or services rendered and the date(s) the services were rendered.

- The invoice must include the full name and address of the company.
- The invoice must include the purchase order number from the board of education.
- The invoice must have the company's invoice number that may be used as reference.
- The invoice must list the goods or services rendered.
- The invoice must be submitted to the Business Office.
- Invoices must be submitted within thirty (30) days of service.

32. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS

Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4) please note the following:

Award of Contract - Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a)(1)

of either party, including, but not limited to, Acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence.

Vendors, and/or contractors who have a contract with the Board of Education to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

26. INSURANCE AND INDEMNIFICATION

The bidder to whom the contract is awarded for any service work or construction work shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below:

General Liability -- \$2,000,000. General Aggregate
\$1,000,000. Products
\$1,000,000. Personal Injury
\$1,000,000. Each Occurrence
\$50,000. Fire Damage
\$5,000. Medical Expense

(A) Insurance Certificate – When Required

- a. The contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins.
- b. Automobile liability insurance shall be included to cover any vehicle used by the insured.
- c. The certificate holder shall be as follows:

Brick Township Board of Education
c/o The Business Office
101 Hendrickson Avenue
Brick, New Jersey 08724

- d. Additional Insured Claim -- The contractor must include the following clause on the insurance certificate.

“Brick Township Board of Education is named as an additional insured”

OTHER INSURANCES

WORKERS COMPENSATION Evidence of adequate Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States, must be available for perusal. The minimum limits are the following, unless a greater amount is required by law:

Bodily Injury by Accident	\$1,000,000. Each Accident
Bodily Injury by Disease	\$1,000,000. Policy Limit
Bodily Injury by Disease	\$1,000,000. Each Employee
<u>Contract Liability</u>	Same as General Liability
<u>Automobile Liability</u>	\$1,000,000 Per Occurrence

(B) Indemnification

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board and its agents, employees and Board members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorneys fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract and the performance by contractor of services under the contract or by a party for whom the contractor is liable. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

20. DOCUMENTS, MISSING/ILLEGIBLE

The bidder shall familiarize himself with all forms* provided by the Board that are to be returned with the bid. If there are any forms either missing or illegible, it is the responsibility of the bidder to contact the Purchasing Agent at (732-785-3000) for duplicate copies of the forms. This must be done before the bid date and time. The Board accepts no responsibility for duplicate forms that were not received by the bidder in time for the bidder to submit with his bid.

21. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

All documents returned to the Board shall be signed with an original signature in ink (blue). Failure to sign and return all required documents with the bid package may be cause for disqualification and for the bid to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive). The Board will not accept facsimile or rubber stamp signatures.

*Forms provided by the Board of Education that must be returned with bid.

- Bid Proposal Form
- Affirmative Action Questionnaire or Affirmative Action Evidence
- Non Collusion Affidavit
- Stockholders' Disclosure/ Ownership Declaration
- Contractor/Vendor Questionnaire and Certification
- Acknowledgement of Addenda
- Chapter 271 – Political Contribution Disclosure Form

*Please check your bid package for these forms!

22. ESTIMATED QUANTITIES

It is the intention of the Board of Education to order the quantities of items listed on the Bid Proposal Form. Bidders are notified that the aforementioned quantities are estimated quantities that the Board intends to purchase and are not to be relied upon as the actual quantity to be purchased. There may be some deviation to the number of items actually ordered because of budgeting and financial constraints of the school district.

23. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

The bidder, by submitting a proposal, acknowledges that he has carefully examined the bid specifications, documents, addenda (if any), and the site; and that from his investigation, he has satisfied himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, he fully understands the intent and purpose thereof, his obligations thereunder, and that he will not make any claim for, or have any right to damages, because of the lack of any information.

Each bidder submitting a bid for a service contract shall include in his bid price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the bid specifications and documents.

24. FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97(b)

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

25. FORCE MAJEURE

Neither party shall be liable in damages for any failure, hindrance or delay in the performance of any obligation under this Agreement if such delay, hindrance or failure to perform is caused by conditions beyond the control

18. DELETION OF BIDDERS FROM BIDDERS LIST

The Brick Township Board of Education will delete the name of vendors from the Board's list of bidders if on three (3) occasions the vendor did not respond to a request for bids. A letter from the vendors stating "no bid" will not be considered as a "no response to bid."

19. DELIVERY

FOB Destination, Freight Prepaid - The contractor, to whom the contract is awarded, retains title and control of goods and selects the carrier and is responsible for the risk of transportation; title passes to the Brick Township Board of Education upon delivery and ownership by the Board; the successful bidder pays and bears the costs of all freight and delivery charges listed below. The Board of Education recognizes two (2) types of delivery:

A. Inside Delivery

Items are to be delivered to a Board of Education location and taken off the truck by transportation carrier personnel and brought to a designated area inside the school or office building.

B. Spotted Delivery

Items are to be delivered to a Board of Education location and taken off the truck by transportation carrier personnel and brought to a designated area inside the school or office building. Transportation carrier personnel are responsible to then uncrate, setup, assemble items to determine good working order and remove all debris to the satisfaction of the Brick Township Board of Education.

Contractors are cautioned to provide adequate personnel to deliver goods as none will be provided by the Board of Education.

If a specialized person is needed to setup, assemble or erect item, such assembly shall be completed within five (5) school days of the actual delivery date.

Failure to assemble, setup, or erect items within the stated time may result in a \$100.00 per day assessment against the bidder for each day items are not assembled, setup or erected.

The Brick Township Board of Education will not be responsible for any extra delivery costs. All bid prices for materials, goods and supplies are to include all shipping, freight, delivery and handling costs.

Specific delivery instructions are provided in the General Specifications.

Please note! All packages, boxes, cartons etc., when delivered, must be plainly marked on the outside as to contents, and the Board of Education's purchase order number must be clearly printed on the packages, boxes, cartons, etc.

Delivery Guarantee

The contractor agrees to deliver the item(s) so listed in the bid specifications within the prescribed number of days also outlined in the bid specifications.

Failure to deliver the designated items within the prescribed period of time shall cause the Board of Education to deduct penalties as per the schedule listed in the general specifications.

Delivery Times

The contractor shall deliver items to the schools Monday through Friday:

See time delivery on specification sheet

Vendors are to secure written permission from the Manager of Food & Nutrition at 732-785-3000 ext. 1518 to deliver items during times other than previously mentioned.

N.J.S.A. 18A:18A-36 the Brick Township Board of Education shall award the contract or reject all bids within sixty (60) days, noting the exception highlighted in the law.

B. Equal Prices

Pursuant to N.J.S.A. 18A:18A-37(d) when two or more bidders submit equal prices and the prices are the lowest responsible bids, the Board may award the contract to the vendor whose response, in the discretion of the Board, is the most advantageous, price and other factors considered.

C. Return of Contracts and Related Contract Documents--When required

Upon notification of award of contract by the Brick Township Board of Education, the contractor shall sign and execute a formal contract agreement between the Board of Education and the contractor, **when required**.

If a formal contract is not required by the Board of Education, an approved and signed Brick Township Board of Education Purchase Order will constitute as a contractual agreement. When a formal contract is required the contractor shall sign and execute said contracts and return said contracts along with the following:

1. Performance Bond in the total amount of the contract (**if required**);
2. Insurance Certificate with the Brick Township Board of Education as an additional insured (**if required**);
3. Affirmative Action Evidence Affirmative Action certificate or copy of completed form AA 302 together with proof of payment;
4. Other required documents as may be outlined in the bid specifications.

The executed contracts and related documents must be returned to

Mr. James W. Edwards, Jr., Business Administrator,
Board Secretary, Purchasing Agent
Brick Township Board of Education
101 Hendrickson Avenue
Brick, New Jersey 08724

within ten (10) days of receipt of notification. Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of award by the Board of Education with the bid security becoming property of the Brick Township Board of Education. The Board of Education reserves the right to accept the bid of the next lowest responsible bidder, in such a case.

D. Renewal of Contract; Services

The Board of Education may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The Purchasing Agent may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board of Education. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The Board of Education is the final authority in awarding renewals of contracts.

E. Term of Contract

The contractor, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specifications on or before the date listed in the General Specifications.

F. Purchase Order Required; Notice to Proceed

No contractor or vendor shall commence any project, provide any service or deliver any goods until he is in receipt of an approved purchase order authorizing work to begin or goods to be delivered.

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) 292-9292.

Construction Contracts

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)** subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file; **3)** prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and, **4)** 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 or 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 copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

15. CHALLENGES TO BID SPECIFICATIONS (N.J.S.A. 18A:18A-15)

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Purchasing Agent no less than three (3) business days prior to the opening of bids. Challenges filed after that time shall be considered void and having no impact on the Board of Education or the award of a contract.

16. COMPLIANCE WITH ALL LAWS -- Where applicable

Special attention is called to requirements for Public Liability and Property Damage Insurance, Workmen's Compensation Insurance, Social Security Act, Labor, Employment, Unemployment, Wages, Hours, Discrimination in Employment and Assignment of Contract.

The provisions of the New Jersey School Law shall bind all parties and interests to the Contract. Contractor shall comply with all Federal and State Laws, and all rules and regulations of health, public or other authorities controlling or limiting the methods, materials to be used or actions of those employed in work of this kind.

Any labor or material in addition to that described in the specifications and which is necessary to comply with these laws, rules, ordinances or regulations shall be provided by the Contractor.

Contractor shall keep himself informed of all existing and future State and Federal Laws in any manner affecting those engaged or employed in the work, and shall protect and indemnify the Owner, its officers, members and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation order or defects.

Contractor is to comply with the New Jersey State Uniform Construction Code and the Township of Brick Construction Code. Contractor is to obtain local municipal building permit and pay for same. Contractor is to abide by local inspection requirement.

17. CONTRACTS

A. Award of Contract, Rejection of Bid(s)

The contract shall be awarded, if at all, to the lowest responsible bidder as determined by the Board of Education. The Board of Education reserves the right to reject any or all bids pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities and to take such alternates that the Board feels are in the best interests of the Board. The Board may at its option accept the lowest bid on each item and split awards among the various bidders who submit the lowest responsible bids. Pursuant to

as noted above for initialed clerical mistakes, it shall be cause to disqualify that particular bid as non-responsive N.J.S.A. 18A:18A-2(y).

Bidders are to submit one bid price per item. The Board will not accept multiple bids on an individual basis, nor will the Board accept a "bottom line" or "all or none" bid subject to the bidder receiving the entire contract.

11. BIDDER COMMENT SHEET

This form is for bidder's use in offering voluntary alternates, or other comments intended to afford the Board information or opportunities to improve the quality of the project, without invalidating the bid proposal. It may *not* be used to take exception to specific conditions of the project defined in the contract documents which the bidder does not like. The bid provided must be based upon the plans and specifications, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the bidder wishes to raise objection, this must be done at the prebid meeting, or in writing to the Architect or Purchasing Agent through the question process outlined in the Instructions to Bidders. Such inquiries will have response issued by addendum only, and the resulting decision circulated to all bidders of record.

12. BIDDER'S RESPONSIBILITY FOR BID SUBMITTAL

It is the responsibility of the bidder to ensure that their bid is presented to the Business Office and officially received before the advertised date and time of the bid. It is understood and agreed upon that any person in the Board of Education will be absolved from responsibility for the premature opening of any bid not properly labeled and sealed.

13. BRAND NAME OR EQUIVALENT

Whenever the Board of Education requests a brand name for a particular item, it will consider a "brand name or equivalent". If the bidder desires to bid an equivalent item the bidder shall do the following:

- a. On the Bid Proposal Form, write in ink next to the item requested, the bidder's substitute item, including brand name, model number and full description of item. This is the only change to the Bid Proposal Form the Board will accept.
- b. Provide a sample of the substitute item if requested. The sample item must be provided before or at the time of the bid opening. With the sample item shall be a paper, brochure or illustrative literature outlining the brand/manufacturer name, model number and full description of item.
- c. If a sample is not required the Board requests a brochure, pamphlet, or illustrative literature that outlines the specifications of the item including manufacturer's name, model number, etc.
- d. Failure to provide a sample item or literature about substitute bids when requested may be cause for disqualification of that item from the bid.
- e. It is the responsibility of the bidder to demonstrate equivalency of items offered.

Please note: Bidders are to only bid brand name or equivalent. The Board will not accept multiple bids on individual items.

14. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:32-44 as amended by P.L. 2004 – Chapter 57, all bidders shall submit with their bid package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. Failure to provide the New Jersey Business Registration Certification with the bid package or prior to the award of contract will be cause for the rejection of the entire bid.

Goods and Services Contracts

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 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, remit, and notify all subcontractors and their affiliates that they must collect and remit to the Director of the 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.

C. Performance Bond

☒ REQUIRED

☐ NOT REQUIRED

When required, the successful bidder shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such written guarantee shall be made payable to the Brick Township Board of Education and shall be in the form required by Statute.

Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Owner shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the Contractor, nor partial or entire use of occupancy of the work by the Owner shall be an acceptance of any work or materials not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Contractor.

It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Owner at reasonable times, to determine whether its Principal has performed or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Owner.

In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety for the defaulting contractor to complete the Contract in accordance with its terms following receipt of notice from the owner of such default.

The Contractor shall execute a formal contract with the Board in the form required and in such number of counterparts as the Board may request. Such Performance, Payment and Completion Bond shall be furnished and such Contracts shall be executed and delivered by the contractor within ten (10) days after the receipt by the contractor of notice accepting his bid by the Board.

The Brick Township Board of Education will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

8. BID PRICE GUARANTEE – Sixty (60) Days from Award of Contract

When the Board of Education requests bid prices for supplies, materials and equipment, the contractor(s) shall agree to guarantee the bid price(s) for a period of sixty (60) days from the date of the award of contract. Contractor(s) may extend the bid price guarantee through written permission to the Brick Township Board of Education.

9. BID PRICES

In the event of discrepancy between the unit price and the extension, the unit price will govern. The Board assumes no responsibility to recalculate totals if award is made on the basis of totals.

10. LETTER OF INTENT

All bids are to be written in by typewriter or ink in a legible manner on the official Bid Proposal Form. Any bid price showing any erasure or alteration must be initialed by the bidder in ink, at the right margin next to the altered entry. Failure to initial any erasure or alteration may be cause to disqualify that particular bid entry. If the disqualified entry is a required one, the entire bid may be subject to rejection, so please fill out all entries with care.

The Bid Proposal Form must be duly signed by the authorized representative of the company in the appropriate space, at the end of the Bid Proposal Form. ***Failure to sign the Bid Proposal Form may be cause to disqualify the entire bid.*** If the Bid Proposal Form contains more than one sheet, then bidders are requested to affix the company name and address on each intervening sheet between the front sheet and the signature sheet which already bear the company information.

The Board of Education will not consider any bid on which there is any alteration to, or departure from, the bid specifications. Bidders are not to make any changes on the Bid Proposal Form, or qualify their bid with conditions differing from those defined in the contract documents. If bidders do make changes on the Bid Proposal Form, except

"If awarded a contract your company/firm will be 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.

5. AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. §12101 et seq.

6. ALTERNATIVE DISPUTE RESOLUTION PROCESS

All disputes relating to the performance of the contract shall be submitted first to non-binding mediation by a single mediator. The mediation shall be held at the Board of Education offices before a single mediator who is mutually acceptable to the parties. The parties shall share the mediator's fees equally. If the dispute is submitted for mediation, the neutral party must demonstrate knowledge of the Public Schools Contract Law. The arbitration of claims is expressly excluded under this contract. This alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation process, or to the formation of contracts. Nothing shall prevent either party from seeking injunctive or declaratory relief in court at any time.

7. BID GUARANTEE AND BONDING REQUIREMENTS (N.J.S.A. 18A:18A-24)

Please note: The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board of Education.

A. Bid Guarantee ☒ REQUIRED ☐ NOT REQUIRED

When required, each bid shall be accompanied by a bid bond, cashier's or certified check for ten per cent (10%) of the amount of the total contract, but not in excess of \$20,000. This guarantee shall be made payable to the Brick Township Board of Education. Such deposit shall be forfeited upon refusal of a bidder to execute a contract; otherwise, checks shall be returned when the contract is executed and surety (performance) bond is filed with the Brick Township Board of Education.

The bid security check for unsuccessful bidders will be returned as soon after the bid opening as possible but in no event later than (10) days after the bid opening.

Uncertified business checks, personal checks or money orders are not acceptable.

All bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the bid. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney.

The Brick Township Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list (Approved Surety Companies) may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. Box 325, Trenton, New Jersey 08625.

Failure to submit a bid guarantee when required shall be cause for disqualification and rejection of bid.

B. Certificate (Consent) of Surety ☒ REQUIRED ☐ NOT REQUIRED

When required, each bidder shall submit with its bid a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A:18A-25). Such surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the bid.

Failure to submit the certificate (consent) of Surety will be cause for disqualification and rejection of bid.

BRICK TOWNSHIP BOARD OF EDUCATION

Business Office
101 Hendrickson Avenue
Brick, New Jersey 08724

VETERANS MEMORIAL MIDDLE SCHOOL PARKING LOT RENOVATIONS

INSTRUCTIONS TO BIDDERS

1. **BIDS ARE TO BE RETURNED TO:** **Mr. James W. Edwards, Jr.,** Business Administrator,
Board Secretary, Purchasing Agent
Business Office
Brick Township Board of Education
101 Hendrickson Avenue
Brick, New Jersey 08724

BY: **1:00 p.m.** PREVAILING TIME

ON: **Tuesday, June 12, 2018**

2. **Bids** must be placed in a *sealed* envelope marked as shown below on the front of the envelope. Bidders should also keep a complete copy of the bid packet, exactly as submitted.

Envelope Label Information:

District :	<u>Veterans Memorial Middle School</u>
Project:	<u>Parking Lot Renovations</u>
Bid Date:	<u>Tuesday, June 12, 2018</u>
Bid Time:	<u>1:00 p.m.</u>
CD Bid Set No.:	_____
Bidder : <i>Company</i>	_____
<i>Address</i>	_____
<i>City, State Zip</i>	_____

The Board of Education does not accept electronic (e-mail) submission of bids.

3. **BID OPENING**

All bids will be publicly opened in the Board of Education meeting rooms, and read beginning at **1:00 p.m.** on **Tuesday, June 12, 2018**. Bidders and/or their authorized agents, and the general public are invited to be present at the bid opening. It is the responsibility of each bidder to ensure that their bid is complete, and presented to the Business Office before the bid date and time. Bids will not be accepted or received by the Board of Education after the advertised bid date and time. (N.J.S.A 18A:18A-21(b))

4. **AFFIRMATIVE ACTION REQUIREMENTS**

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

- Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
- A certificate of employee information report approval issued in accordance with N.J.A.C.17:27-4; or
- An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

Please note: A completed and signed Affirmative Action Questionnaire is required with submission of bid. However, the Board will accept in lieu of the Questionnaire, Affirmative Action Evidence stapled to the Affirmative Action Questionnaire form.

BRICK TOWNSHIP BOARD OF EDUCATION

*Business Office
101 Hendrickson Avenue
Brick, New Jersey 08724*

**GENERAL
SPECIFICATIONS**

Mr. James W. Edwards, Jr.

Business Administrator
Board Secretary
Purchasing Agent

10. **BID GUARANTEE:**

Bid Guarantee is required in an amount not less than ten percent (10%) of the total amount indicated in the Bid, but not exceeding the Twenty Thousand Dollars (\$20,000).

11. **CONSENT OF SURETY:**

A certificate is required from a surety company stating that it will provide bonds in the form and amounts as stated in the Contract Documents.

12. **SUBMISSION OF BIDS:**

Bids shall be placed in sealed envelopes and must be received by Owner at the Business Office prior to the Date and Time indicated for Public Bid Opening and Reading in Paragraph #13. No Bids will be received after the indicated Date and Time. Bidders may either:

(a) Mail Bids to: Brick Township Public Schools
 Business Office
 101 Hendrickson Ave
 Brick, New Jersey 08724

(b) Hand Deliver Bids to Owner at the Business Office as indicated for Public Bid Opening and Reading in Paragraph #13.

13. **PUBLIC BID OPENING AND READING:**

Date: June 12, 2018
Time: 1:00 PM, Prevailing Time
Location: Brick Township Public Schools
 101 Hendrickson Ave
 Brick, New Jersey 08724

14. **STATUTORY REQUIREMENTS:**

Bidders are required to comply with all applicable Laws and Regulations including P.L. 1975, C.127 (Affirmative Action) P.L. 1999, C.238 (Public Works Contractor Registration); P.L. 1963, C.150 (Prevailing Wages), N.J.S.A 10:5-31 et seq., Affirmative Action and P.L. 2009, C.315 (New Jersey Business Registration Requirements).

Section 3 requires that to the greatest feasible, opportunities for training and employment be given to lower income residents of the project area.... (Referred to as area or local, is to be known as Ocean County)and contracts for work in connection with the project to be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project. The municipality has set a goal of utilizing 50% of local contractors.

This project is subject to Federal Labor Standards Provisions and Federal Wage Decision Number N.J.

15. **REJECTION OF BIDS:**

Owner reserves the right to reject any or all Bids and to waive any immaterial defect or informality in any Bid, if deemed in the best interest of Owner.

INVITATION TO BID

**BRICK TOWNSHIP BOARD OF EDUCATION
VETERANS MEMORIAL MIDDLE SCHOOL
PARKING LOT RENOVATIONS**

OUR FILE NO.: SCE-R09880.011

1. **NOTICE TO BIDDERS** hereby is given that Bids are invited and will be received as set forth below:
2. **OWNER:** Brick Township Board of Education
101 Hendrickson Ave
Brick, New Jersey 08724
3. **WORK TITLE:** Veterans Memorial Middle School Parking Lot Renovations
4. **WORK SITE:** Veterans Memorial Middle School
105 Hendrickson Avenue
Brick, New Jersey 08724
5. **WORK DESCRIPTION:** The work in this project includes the milling and paving of the school's existing asphalt parking lot as delineated on the plans and described herein. The contractor shall coordinate all deliveries, milling, paving, installations and traffic control measures necessary to furnish and install all specified site improvements. All necessary thermoplastic line striping, traffic arrows, traffic signage, curbing and concrete sidewalk as indicated on the plans are included in the scope of work. Any damage to existing roadways, curbing or sidewalk not designated for removal is subject to replacement at the expense of the contractor. The contractor is responsible for ensuring that all improvements adhere to MUTCD and ADA standards and requirements.
6. **LANDSCAPE ARCHITECT / ENGINEER:**

SUBURBAN CONSULTING ENGINEERS, INC.
2430 Highway 34, Building A
Wall, New Jersey 08736

Attention: Joseph D. Perello, LLA, RLA, PP
Telephone: (732) 282-1776
7. **CONTRACT DOCUMENTS:**

Contract Documents may be examined and/or purchased for \$125.00 Monday through Friday, except legal holidays, between the hours of 9:00 AM to 5:00 PM, at the office of the Engineer identified above on or about May 24, 2018.
8. **USE OF CONTRACT DOCUMENTS:**

Contract Documents are available solely for the purpose of obtaining Bids and not to confer a license or grant for any other purpose.
9. **PRE-BID MEETING:** None

**BRICK TOWNSHIP BOARD OF EDUCATION
REQUEST FOR BIDS
Bid Advertisement**

The Board of Education of the Township of Brick, New Jersey, hereby advertises for competitive bids in accordance with N.J.S.A. 18A:18A-21(a,b) for the School Year **2017 – 2018**

Veterans Memorial Middle School Parking Lot Renovations

All necessary bid specifications and bid forms may be secured from:

Mr. Joseph D. Perello
Suburban Consulting Engineers, Inc.
2430 Highway 34, Building A
Wall, New Jersey 08736
Email: jperello@suburbanconsulting.com
Phone: 732-282-1776

Bids must be sealed, the envelope to bear the following information:

Title: Veterans Memorial Middle School Parking Lot Renovations

Name and Address of the Bidder

and delivered to the Business Office of the Brick Township Board of Education on or before

Date: Tuesday, June 12, 2018

Time: 1:00 p.m.

The bid opening process will begin on the above date and time. No bids shall be received after the time designated in the advertisement. (N.J.S.A. 18A:18A-21(b)). The Board of Education does not accept electronic (e-mail) submission of bids.

All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et. seq., Affirmative Action Against Discrimination and N.J.A.C. 17:27 et. seq.

Each bid shall be accompanied by a bid bond, cashier's check or certified check made payable to the Brick Township Board of Education, for ten percent (10%) of the amount of the total bid, however, not to exceed \$20,000.

Corporate bidders are required by law (Chapter 33, Laws of 1977) to submit a list of names and addresses of all stockholders owning 10% or more of their stock.

A Non-Collusion Affidavit and a Contractor Questionnaire/Certification also must be filed with the bid. The bid package will also include other documents that must be completed and returned with the bid. Failure to comply with Instructions to Bidders and to complete and submit all required forms, may be cause for disqualification and rejection of the bid.

The Board of Education reserves the right to reject any or all bids pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities.

Mr. James W. Edwards, Jr.
Business Administrator,
Board Secretary, Purchasing Agent

Brick Township Board of Education
Brick, New Jersey

Construction Contract
Bid Specifications
&
General Requirements
For

TITLE OF BID

VETERANS MEMORIAL MIDDLE SCHOOL
PARKING LOT RENOVATIONS

Tuesday, June 12, 2018

Bid Opening Date

1:00 p.m.

Bid Opening Time

CD Bid Set No.: _____

Mr. James W. Edwards, Jr.
Business Administrator
Board Secretary
Purchasing Agent