



Joseph H. Vicari, Freeholder Director
Gary Quinn, Deputy Freeholder Director
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John P. Kelly, Freeholder
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Michael J. Fiure, Director, Management & Budget
Jennifer L. Bowens, Purchasing Agent

**COUNTY OF OCEAN
ADMINISTRATION BUILDING
101 HOOPER AVENUE
TOMS RIVER, NEW JERSEY 08753**

BID

SPECIFICATIONS

FOR

***CULVERT AND CART PATH REPAIR
AT ATLANTIS GOLF COURSE***

2020

**Bid Category: Public Works, Park Equipment, and Construction
Services - 22**

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids for the furnishing and delivery of **CULVERT AND CART PATH REPAIR AT ATLANTIS GOLF COURSE** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean at the Administration Building, 101 Hooper Avenue, Toms River, New Jersey, on **TUESDAY, OCTOBER 6, 2020** at 11:00 A.M., prevailing time.

Specifications and form of proposal are on the **WEBSITE** or on file in the Department of Purchase, Room #224, Administration Building, 101 Hooper Avenue, Toms River, New Jersey and may be obtained upon request. Direct all inquiries to Jennifer L. Bowens, Purchasing Agent.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) regarding equal employment opportunities and with the requirements of P.L. 1977 C.33 regarding corporate and/or partnership ownership.

Bid Security in the amount of 10% of the total bid shall be supplied in the form of a Certified Check, Cashier's Check or Bid Bond, but not in excess of \$20,000.00.

Pre-Bid Meeting: There will be a voluntary Pre-Bid Meeting on **Wednesday, September 16, 2020** at 11:00 A.M. at the Ocean County Golf Course at Atlantis, located at 261 Country Club Blvd., Little Egg Harbor, NJ. This meeting is not a prerequisite to bidding, but it to aid prospective bidders in understanding the project.

Project Schedule: Project to be completed within 90 calendar days of Notice to Proceed. Project to have a Liquidating Damage Clause of \$250.00 per day after date of Contract completion. Project to start on or about November 2020.

***Bid Portal Site** – <http://www.co.ocean.nj.us/ocbidportal.nsf>

The right to reject any and all bids is reserved in accordance with applicable law.

By order of the Board of Chosen Freeholders of the County of Ocean.

Signed: **JOSEPH H. VICARI**
Freeholder Director

JENNIFER L. BOWENS
Purchasing Agent

TO ALL VENDORS:

Ocean County is closely monitoring the situation of the COVID-19 virus. In an effort to maintain the safety and health of all persons, our procedures for the receipt of all Bid, RFP/RFQ, and Competitive Contract (CC) packages will be as follows until further notice:

We strongly encourage all vendors to mail in their bid, RFP/RFQ, and CC packages. For all submission packages to be mailed, please follow the instructions as stipulated in the Instructions to Bidders page of the specifications.

If a vendor needs to hand deliver a package, there will be a locked drop box located in front of the Ocean County Administration Building, 101 Hooper Ave. Toms River, NJ 08753 where sealed responses can be securely dropped off. The label on the box is:

PROCUREMENT PROPOSAL DOCUMENT DROP BOX

Please ensure the submission envelope clearly bears the name and address of the vendor, the name of the bid/RFP/RFQ/CC and the date of the opening.

Responses left in the drop box will be collected and recorded daily. In-person hand deliveries of submissions the day of the opening will be collected and recorded in the Administration Building Lobby.

If a vendor determines that it is absolutely necessary to attend the official bid opening, please be advised the County will enforce appropriate protocols of social distancing to limit the exposure of pathogens. In order to limit the exposure of pathogens, the County will not be allowing vendors to immediately review any submission documentation at the opening. If a vendor requires information regarding the submissions, they shall contact the Ocean County Purchasing Department at (732) 929-2101.

The County will *not be* responsible for late mail deliveries and no bids will be accepted if received after the time stipulated in the Notice to Bidders.

We appreciate your understanding and cooperation of these matters during this time.

INSTRUCTIONS TO BIDDERS

1. All Bids:

- ***WILL BE OPENED PUBLICLY IN THE ADMINISTRATION BUILDING, ROOM 119, 101 HOOPER AVENUE, TOMS RIVER, NEW JERSEY, COMMENCING AT 11:00 A.M., PREVAILING TIME ON THE DATE SPECIFIED IN THE NOTICE TO BIDDERS.***
- ***MUST BE ENCLOSED IN A SEALED ENVELOPE BEARING THE NAME AND ADDRESS OF THE BIDDER, THE NAME OF THE BID AND THE DATE OF BID OPENING.***
- ***WHICH ARE TO BE HAND DELIVERED THE DAY OF THE OPENING MUST BE TAKEN AND PRESENTED TO THE PURCHASING AGENT IN THE ADMINISTRATION BUILDING, ROOM 119, 101 HOOPER AVENUE, TOMS RIVER, NEW JERSEY, AT THE TIME THE BIDS ARE CALLED FOR.***
- ***WHICH ARE TO BE MAILED, MUST BE RECEIVED PRIOR TO 10:30 A.M., PREVAILING TIME ON THE DATE ON WHICH THEY ARE TO BE OPENED, AND SHALL BE MAILED TO THE:***

***CLERK OF THE BOARD OF FREEHOLDERS
101 HOOPER AVENUE - ROOM 328
P.O. BOX 2191
TOMS RIVER, NJ 08754-2191***

- ***THE COUNTY WILL NOT BE RESPONSIBLE FOR LATE MAIL DELIVERIES AND NO BIDS WILL BE ACCEPTED IF RECEIVED AFTER THE TIME STIPULATED IN THE NOTICE TO BIDDERS.***

2. Bidders shall complete and sign all documents included with the bid package. Failure to do so may be cause for rejection. ***Electronic/Stamp Signatures will not be accepted.*** Each bid **MUST** be signed in ink or ballpoint pen by person authorized to do so; photocopies will not be accepted.

Documents may include, but are not limited to:

- Non Collusion Affidavit
- Affirmative Action Questionnaire
- Signature Page
- Statement of Ownership (N.J.S.A. 52:25-24.2) (Mandatory Document)
- Disclosure of Investment Activities in Iran (Mandatory Document)
- Acknowledgment of Receipt of Addenda or Revisions (If Issued, Mandatory Document)
- Price Schedule (Mandatory Document)
- Any other documents that may be required in the specifications

3. The County reserves the right to reject all bids in accordance with N.J.S.A. 40A:11-13.2, to waive any informalities in the bid and to accept the lowest responsible bid in accordance with applicable law.
4. In case of default by the bidder or contractor, the County of Ocean may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

5. The bidder, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.
6. The contractor shall maintain primary insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile. Except for Workmen's Compensation, all coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the County. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the County. Primary coverage shall be subject to approval for adequacy of protection as per the following limits:

Worker's Compensation

1. Limits according to Worker's compensation Laws of the State of New Jersey.
2. Contractor's Liability not less than \$100,000.

Comprehensive General Liability

1. Bodily Injury - \$500,000 per person; \$1,000,000 per occurrence.
2. Property Damage - \$1,000,000 per occurrence.

Comprehensive General Liability shall include the following:

1. Coverage for explosion, collapse or underground hazards.
2. Occurrence basis coverage.
3. Broad form property damage coverage.
4. Coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the insured.

Comprehensive Automobile Liability shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

Liability arising out of the ownership, maintenance or use of any auto;

Auto non-ownership and hired car coverage.

Contractor's Worker's Compensation, Comprehensive General Liability and Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

Copies of each insurance certificate shall be furnished to the County when requested.

7. It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the County and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.
8. A Bid Security in the form of a Bond, Cashier's Check or Certified Check, made payable to the County of Ocean in the amount of ten percent (10%) of the total amount of the bid (but not in excess of \$20,000.00) must accompany each proposal as a guarantee which may be forfeited and retained by the County in lieu of its other legal remedies if a successful bidder's proposal is accepted by the County and he shall fail to execute and return to the County the required contract and bonds within twenty-one (21) days after the award of the contract by the County.
9. A Performance Bond in the form of a Certified Check (cash) or Bond, from a surety company authorized to transact business in the State of New Jersey, in the amount of 100% of total bid will be required from the successful bidder, to insure faithful performance of the contract. The Performance Bond and contract must be filed with the County of Ocean within twenty-one (21) days of the award resolution, or the contract will be subject to rescission.
10. Bidders must use the proposal form furnished by the County when submitting their bid.
11. A copy of bidder's and named sub-contractors' New Jersey Business Registration Certificate should be included with the bid. If they are not, they will be required prior to award of the contract.
12. Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.
13. Payments will be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Chosen Freeholders and subject to the Board of Freeholders customary procedures. The County will not pay interest or late fees regardless of language provided.
14. Contract will be awarded on a lump sum basis.
15. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.
16. Award will be made by Ocean County Board of Chosen Freeholders within sixty (60) days after receipt of bids.
17. Prevailing Wage & Labor Laws. The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder, if applicable. The current Prevailing Wage Rates can be found online at <https://lwdwebpt.dol.state.nj.us/archivewages/210152831-ocean-7-28-20.pdf>
18. Equal or Tie Bids. The County of Ocean reserves the right to award at their discretion to any one of the tie bidders where it is most advantageous for the County to do so, pursuant to N.J.S.A. 40A:11-6.1.
19. The County of Ocean is exempt from any State sales tax or Federal excise tax.

20. For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully complies with our specifications.
21. Quantities shown are approximate and the County reserves the right to decrease or omit quantities. The County also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid, in accordance with N.J.A.C. 5:30-11.3.
22. The contract shall be in effect for one (1) year from date of award or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15.
23. Bids may be hand delivered or mailed per legal notice to bidders. In the case of mailed bids, the County assumes no responsibility for bids received after the designated date and time and will return late bids to the bidder unopened.
24. Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.
25. All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.
26. Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq. The bidder must comply with the provisions of "The Public Works Contractor Registration Act", if applicable.
- All named contractors must be registered with the Department of Labor and Workforce Development pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.
 - Any non-listed contractor must be registered with the Department of Labor and Workforce Development prior to physically starting work. It is the responsibility of the General Contractor to insure that all non-listed sub-contractors comply.
 - Contractors are encouraged to submit their and all named sub-contractors' Public Works Contractor Registration Certificates with the bid.
27. This agreement shall not be assigned without the written consent of the County of Ocean.
28. NJ ONE CALL. By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000.

The successful bidder will be required to show compliance with this requirement by submitting to the appropriate project coordinator the confirmation number obtained from ONE-CALL before any excavation is undertaken.

29. Special Surety Bid Requirements for Certain Construction Projects. The attention of the bidder is called to the provisions of N.J.S.A. 2A:44-143 which requires that the County of Ocean shall only accept performance and payment bonds from surety companies meeting the requirements of that statute. The bidder shall deliver with its bid a Consent of Surety. The Bidder's Surety Company shall complete the "Certificate of Surety Company" which bidder shall submit with its bid.

- 29.1 The form of the security bond and the company shall have the approval of the Owner. The surety company shall have minimum ratings, and a financial size category appropriate to the project size as listed below and as shown in the latest report of Best's Key Rating Guide, Property-Casualty, issued by A.M. Best Company, Oldwick, New Jersey.

<u>Size</u>	<u>Rating</u>	<u>Financial Size</u>
0 to 1 million	A-	IV
1 million to 5 million	A-	VII
5 million to 10 million	A-	VIII
10 million and over	A-	IX

- 29.2 The Bidder shall provide documentation that the Surety has fulfilled the requirements of N.J.S.A. 2A:44-143. Should the Bidder elect to use a Surety which does not fulfill the minimum Best's Key Rating above or is not rated by the A.M. Best Company, the Bidder must provide documentation, and any information required for the verification of presented documentation, that the surety is rated in one of the three highest categories by an independent, nationally recognized United States rating company in accordance to the "Administrative Procedure Act." The bond shall be maintained in full force for a period of twelve (12) months after the date of final acceptance by the Owner of the work, to guarantee that the Contractor will make good any faults and/or defects in the work arising from improper or defective workmanship or materials which may appear during that period.

30. New Jersey Business Registration Requirements.

Pursuant to N.J.S.A. 52:32-44, Ocean County ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

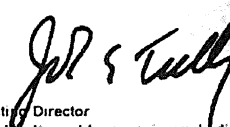
- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.


Please see the attached samples of acceptable Business Registration Certificates.

31. Pay to Play Requirements. Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.
32. Close-Out Documentation – Commissioning Review. The general contractor shall schedule a meeting at the job site with his consultants, other prime contractors, the facility user, the County Director of Management and Budget, Ocean County Parks and Recreation, the Architect and consultants. The purpose of this meeting will be a final review prior to the final certificate of occupancy and close-out of the project (100%). The meeting shall include, but not be limited to, review of all equipment and operation of same, lighting requirements, HVAC equipment, sprinkler systems, period maintenance schedule, manuals, schedules, warranties, etc. This process shall be part of the basic services under the base contract.
33. Statement of Ownership. The provisions of N.J.S.A. 52:25-24.2 applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.
34. Certification of Non-Involvement in Prohibited Activities in Iran. Pursuant to N.J.S.A. 52:32-58, the bidder must certify that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities.
35. Pursuant to N.J.S.A. 52:15C-14(d), if the total consideration of the project exceeds \$2,500,000 million dollars, relevant records of private vendors or other persons entering into contracts with the Owner are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
36. Certification of Non-Debarment: Pursuant to N.J.S.A. 52:32-44.1 (P.L. 2019, c.406) any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with Federal Government agencies, shall also be prohibited from contracting for public works in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity. Prior to awarding a contract for public works, a local unit must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with Federal Government agencies.
37. For further information regarding the specifications contact: Robert Gregoria, P.E., Suburban Consulting Engineers, Inc., at (732) 282-1776, extension 3305.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:	 <small>John S. Tully Acting Director</small>	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE BUSINESS REGISTRATION CERTIFICATES.

ONE OF THESE DOCUMENTS MUST BE PROVIDED WITH THE BID OR PRIOR TO AWARD OF THE CONTRACT, REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE COUNTY OF OCEAN.

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :

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

I further warrant that no person or selling agency has been employed or retained to
solicit or secure such contract upon an agreement or understanding for a commission,
percentage, brokerage or contingent fee, except bona fide employees or bona fide established
commercial or selling agencies maintained by _____.
(N.J.S.A. 52:34-15). (Name of Contractor)

(Also type or print name of affiant under signature)

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

Notary Public of
My commission expires

(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;
 - (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 N.J.A.C.17:27-1.1 et seq.

AFFIRMATIVE ACTION QUESTIONNAIRE

NOTICE TO ALL CONTRACTORS

AFFIRMATIVE ACTION REGULATIONS N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.)

A. ACTIVITY OF YOUR COMPANY- Indicate below:

- ☐ Procurement and/or Service Company
- ☐ Professional Consultant
- ☐ Other _____

All Contractors, except Government Agencies, are required to comply with the above law.

B. TO ALL CONTRACTORS:

1. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:
 - (a) An existing federally approved or sanctioned affirmative action program.
 - (b) A New Jersey Certificate of Employee Information Report Approval.
 - (c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302). This form will be made available to the Contractor by the County of Ocean.

C. QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:

1. Do you have a Federally approved or sanctioned Affirmative Action Program?
Yes _____ No _____
 - (a) If yes, please submit a photocopy of such approval.
2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?
Yes _____ No _____
 - (a) If yes, please submit a photocopy of such certificate.

The undersigned Contractor certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

Note: A contract must be rejected as non-responsive if a contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.).

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY 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 COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, 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 COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY 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 COUNTY 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 COUNTY or any of its agents, servants and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

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

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

SIGNATURE PAGE

The County of Ocean does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

The County of Ocean shall allow access to any books, documents, papers and records of the contractor, which are directly pertinent to that specific contract.

Compliance is required with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency Regulations (40 CRF, Part 15) which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

"The County of Ocean considers it to be a substantial conflict of interest for any company desiring to do business with the County to be owned, operated or managed by any County employee, nor shall any County personnel be employed by the vendor in conjunction with any work to be performed for or on behalf of the County of Ocean".

I HEREBY CERTIFY COMPLIANCE WITH THE FOREGOING.

A certified check, cashier's check or bid bond is enclosed, payable to the County Treasurer of The County of Ocean, in the sum of \$_____ which the undersigned agree is to be forfeited as liquidated damages, and not as a penalty, if contract is awarded to the undersigned and the undersigned shall fail to execute the contract or shall fail to furnish the bond required within the stipulated time, otherwise said check will be returned to the undersigned.

Partnership

The undersigned is a Corporation under the law of the State

Individual

of _____, having principal offices
at _____.

NAME OF COMPANY, CORPORATION OR INDIVIDUAL
- PLEASE PRINT -

SIGNED BY: _____

PRINT NAME AND OFFICIAL TITLE

ADDRESS: _____

INCLUDE ZIP CODE

TELEPHONE: _____

E-MAIL ADDRESS: _____

FEDERAL IDENTIFICATION NO. : _____

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

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

PART I - Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

PART II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
- OR**
- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

PART III - Disclosure of 10% or Greater Ownership in the Stockholders, Partners or LLC Members Listed in PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

PART IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the County of Ocean is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County of Ocean to notify the County of Ocean in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the County of Ocean to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Title:
Signature:	Date:

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX **FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-RESPONSIVE**

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE ADD AN ADDITIONAL SHEET(S) OF PAPER.

Name _____	Relationship to Bidder _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder Contact Name _____	Contact Phone Number _____

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

Name of Bidder: _____

Full Name (Print): _____

Title: _____

Signature: _____

Date: _____

CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

Summary of the Certification Requirements under N.J.S.A. 52:32-44.1

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with Federal Government agencies, shall also be prohibited from contracting for public works in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public works, a local unit must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with Federal Government agencies.

PART I – VENDOR INFORMATION

Individual or Name of Organization: _____

Address: _____

DUNS Code (If Applicable): _____ **CAGE Code (If Applicable):** _____

Check the box that represents the type of business organization:

- | | |
|--|---|
| <input type="checkbox"/> Sole Proprietorship (skip Parts III and IV) | <input type="checkbox"/> Non-Profit Corporation (skip Parts III and IV) |
| <input type="checkbox"/> For-Profit Corporation (any type) | <input type="checkbox"/> Limited Liability Company (LLC) |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Other (be specific): _____ | <input type="checkbox"/> Limited Liability Partnership (LLP) |

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization

I hereby certify that the **individual or organization listed above in Part I** is not debarred by the Federal Government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the County of Ocean is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the County to notify the County in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the County, permitting the County to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Title:
Signature:	Date:

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater Than 50% of Organization - Section A (Check the Box that Applies)

- ☐ Below is the name and address of the stockholder in the corporation who owns more than 50% of its voting stock, or of the partner in the partnership who owns more than 50% interest therein, or of the member of the limited liability company owning more than 50% interest therein, as the case may be.

(Please attach additional sheets if more space is needed)

Name of Individual or Organization	Home Address (for Individual) or Business Address

OR

- ☐ No one stockholder in the corporation owns more than 50% of its voting stock, or no partner in the partnership owns more than 50% interest therein, or no member in the limited liability company owns more than 50% interest therein, as the case may be.

PART III – Section B (Skip if No Business Entity is listed in Section A of Part III)

- ☐ Below is the name and address of the stockholder in the corporation who owns more than 50% of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50% interest in the organization's parent entity, or of the member of the limited liability company owning more than 50% interest in organization's parent entity, as the case may be.

Name of Stockholder/Partner/Member Owning Great than 50% of Parent Entity	Home Address (for Individual) or Business Address

OR

- ☐ No one stockholder in the parent entity corporation owns more than 50% of its voting stock, no partner in the parent entity partnership owns more than 50% interest therein, or no member in the parent entity limited liability company owns more than 50% interest therein, as the case may be.

PART III – Section C –Certification

I hereby certify that no individual or organization that is debarred by the Federal government from contracting with a federal agency owns greater than 50% of the **Organization listed above in Part I** or, if applicable, owns greater than 50% of a parent entity of the **Organization listed above in Part I**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the County of Ocean is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award from the County to notify the County in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the County permitting the County to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Title:
Signature:	Date:

PART IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities - Section A
(Check the Box that Applies)

- ☐ Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50% of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50% interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50% interest therein, as the case may be.

(Please attach additional sheets if more space is needed)

Name of Business Entity	Address

OR

- ☐ The **Organization listed above in Part I** does not own greater than 50% of the voting stock in any corporation and does not own greater than 50% interest in any partnership or any limited liability company.

PART IV – Section B (Skip if No Business Entity is listed in Section A of Part IV)

- ☐ Below are the names and addresses of any entities in which an entity listed in Part III, Section A owns greater than 50% of the voting stock (corporation) or owns greater than 50% interest (partnership or limited liability company).

(Please attach additional sheets if more space is needed)

Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Address

OR

- ☐ No entity listed in Part III, Section A owns greater than 50% of the voting stock in any corporation or owns greater than 50% interest in any partnership or limited liability company.

PART IV – Section C – Certification

I hereby certify that the **Organization listed above in Part I** does not own greater than 50% of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50% of any entity that in turns owns greater than 50% of any entity debarred by the Federal government from contracting with a Federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the County of Ocean is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the County to notify the County in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the County, permitting the County to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Title:
Signature:	Date:

BID DOCUMENT CHECKLIST

Bid Title: CULVERT AND CART PATH REPAIR AT ATLANTIS GOLF COURSE

		<u>Items Submitted</u> <u>(Bidder's Initials)</u> ↓
A.	<u>FAILURE TO SUBMIT ANY OF THESE DOCUMENTS IS MANDATORY CAUSE FOR REJECTION OF BID.</u>	
<u>X</u>	Bid guarantee (bid bond or certified/cashier's check)	_____
<u>X</u>	Certificate from a surety company (Consent of Surety)	_____
<u>X</u>	Statement of Ownership (N.J.S.A. 52:25-24.2)	_____
<u>X</u>	Acknowledgment of receipt of addenda or revisions (if issued)	_____
<u>X</u>	Disclosure of Investment Activities in Iran	_____
<u>X</u>	Price Schedule	_____
<u>X</u>	List of Designated Sub-Contractors	_____

B. FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF BID.

<u>X</u>	Non-Collusion Affidavit	_____
<u>X</u>	Affirmative Action Questionnaire	_____
<u>X</u>	Signature Page	_____
<u>X</u>	Certification of Non-Debarment	_____
_____	Catalog/Price List	_____
_____	Descriptive Literature and Technical Specifications	_____
_____	Product Samples	_____
<u>X</u>	References	_____
_____	Compliance Responses	_____
_____	Certification of Available Equipment	_____
<u>X</u>	Contractors Data Sheet	_____
<u>X</u>	One (1) Original and (2) Copies of Complete Bid Submission	_____
_____	Other:	_____

C. DOCUMENTS REQUESTED TO BE INCLUDED WITH THE BID

<u>X</u>	Copy of Bidder's & Named Sub-Contractors' New Jersey Business Registration Certificate(s)	_____
<u>X</u>	Copy of Bidder's & Named Sub-Contractors' Public Works Contractor Registration Certificate(s)	_____

D. THE UNDERSIGNED BIDDER HERewith SUBMITS THE ABOVE REQUIRED DOCUMENTS.

PRINT NAME OF BIDDER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

**THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED
AND RETURNED WITH ALL DOCUMENTS.**

ADDENDUM ACKNOWLEDGMENT

COUNTY OF OCEAN

ADDENDUM NO: _____

ADDENDUM NO: _____

ADDENDUM NO: _____

ACKNOWLEDGMENT

PROJECT ENTITLED: _____

Acknowledgment is hereby made of the receipt of Addendum No. _____ containing information for the above referenced project.

BIDDER: _____

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NOTE: WHEN AN ADDENDUM IS ISSUED, THIS ACKNOWLEDGMENT MUST BE ENCLOSED WITH THE PROPOSAL AT THE TIME OF BIDDING. FAILURE TO DO SO WILL RESULT IN BID REJECTION.

CONTRACTOR'S DATA SHEET

As evidence of the bidders qualifications, he shall complete and submit with this bid proposal, the "Contractors Data" Sheet information.

THE COUNTY OF OCEAN RESERVES THE RIGHT TO REQUEST VENDORS TO EXPLAIN THE METHOD USED TO ARRIVE AT ANY OR ALL FIGURES IN THEIR BID.

The number of years your firm has been performing these services _____.

How many personnel will be available to work in this contract _____.

Name(s) of supervisor(s) to be assigned to work on this contract. Please include how long these individuals have worked for your firm.

Name _____ Name _____

Years Employed by Firm _____ Years Employed by Firm _____

Locations of bidder's facility where bidder's equipment may be inspected:

Name _____

Address _____

Name(s) and phone number(s) of management personnel to be contacted if problems or emergencies occur:

Name _____

Phone Number _____

Name _____

Phone Number _____

Name of Insurance Company _____

Name of Insurance Representative _____

Please provide a list of institutions, industries and commercial buildings now under contract with your firm. Include the length of time each contract has been in force and the name of a person with phone number the County may contact for reference.

<u>CURRENT CLIENTS</u>	<u>LENGTH OF CONTRACT</u>	<u>NAME & PHONE # TO CONTACT</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
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<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

BIDDER

DATE

LIST OF SUBCONTRACTORS

In accordance with N.J.S.A. 40A:11-16, the bidder will set forth below the names, addresses and if applicable, license numbers of the subcontractors to whom the bidder will subcontract work in the categories listed in connection with the erection, alteration or repair of any public building and the related site work.

WORK

SUBCONTRACTOR

- | | |
|---|---|
| 1. Plumbing and gas fitting and all kindred work. | Name: _____
Address: _____

License No. _____ Expires _____ |
| 2. Steam and hot water heating and ventilating apparatus, steam power plants and kindred work | Name: _____
Address: _____

License No. _____ Expires _____ |
| 3. Electrical work. | Name: _____
Address: _____

License No. _____ Expires _____ |
| 4. Structural steel and ornamental iron work. | Name: _____
Address: _____

License No. _____ Expires _____ |

Contractor Registration pursuant to N.J.S.A. 34:11-56.48, N.J.S.A. 45:14C-21 and N.J.A.C. 13:32-1.5(A) (2) et seq. for contractor and all subcontractors must meet State code.

NOTE: If the BIDDER will not subcontract the work described in any category above but will complete it as prime contractor, it is not necessary to name a subcontractor. In such case, the BIDDER should insert "prime contractor" in the subcontractor name space. If more than one subcontractor will be utilized in any category, attach a certificate signed by the BIDDER listing each subcontractor named in the bid for that category. The certificate shall set forth the scope of work for which the subcontractor has submitted a price quote and which the BIDDER has agreed to award to each subcontractor should the BIDDER be awarded the contract. The certificate shall be submitted to the contracting unit simultaneously with the list of the subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor.

Each of the above subcontractors shall be qualified in accordance with 40A:11-1 et seq. The OWNER shall require evidence of performance security to be submitted with this proposal. Evidence of performance security may be supplied by the BIDDER on behalf of the BIDDER and any or all subcontractors, or by each respective subcontractor, or by any combination thereof which results in evidence of performance security equaling, but in no event exceeding, the total amount bid. If separate evidence of performance security will be submitted by any subcontractor, the bid shall be accompanied by a separate certificate from a surety company in accordance with N.J.S.A. 40A:11-22.

SPECIAL SURETY BID REQUIREMENTS

The attention of the Bidder is called to the provisions of N.J.S.A. 2A:44-143 which requires that the County of Ocean shall only accept Performance and Payment Bonds from surety companies meeting the requirements of that statute. The Bidder shall deliver with their Bid a Consent of Surety. The Bidder's Surety Company shall complete the following certificate which the Bidder shall submit with their Bid.

CERTIFICATE OF SURETY COMPANY

The undersigned does hereby certify and state on behalf of _____
that it is authorized to make the following averments: Surety Company

- (1) The surety meets the requirements of P.L. 1996, Chapter 384 [N.J.S.A. 2A:44-143].
- (2) The surety shall deliver Performance and Payment Bonds in accordance with the requirements of the Consent of Surety which shall be accompanied by a Surety Disclosure Statement and Certification in the form set forth in the above statute.
- (3) The undersigned is authorized to sign this Certificate and
 - a. Acknowledges that if any of the foregoing averments are false, that he or she is subject to a punishment as provided by law.

Signature of Certifying Agent

Date

Printed/Typed Name of Certifying Agent

Title of Certifying Agent

The delivery of the foregoing Certificate of Surety Company is an integral part of the requirement for the provision of a Consent of Surety with the Bid and the failure to provide said certificate is a non-waivable defect and shall result in the rejection of the bid. Furthermore, the failure of the successful Bidder to deliver Performance and Payment Bonds from a surety company meeting the standards of N.J.S.A. 2A:44-143 and accompanying statutory disclosure information and certificate will result in the County of Ocean either rebidding the project or awarding the contract to the next lowest responsible bidder as it shall determine in its discretion.

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

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

- (1) The surety meets the applicable capital and surplus requirements of R.S 17:17-6 or R.S. 17:17-7 as the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this state, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, _____ (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have those certified amounts):

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

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

- (4) The Amount of the bond to which this statement and certification is attached is \$_____.

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bonds as set forth in items (3) (a) or (3) (b) above, or both, then for each such contract of reinsurance:

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

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

CERTIFICATE

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

I, _____, as _____
(Name of Agent) (Title of Agent)

for _____
(Name of Surety)

a (corporation/mutual insurance company/other) domiciled in _____,
(Indicating type of Business Organization) (Circle one.) (State of Domicile)

DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true and ACKNOWLEDGE that if any of those statements are false, this bond is VOID.

Signature of Certifying Agent

Date

Printed/Typed Name of Certifying Agent

Title of Certifying Agent

Proposal for the furnishing and delivery of **CULVERT AND CART PATH REPLACEMENT**
AT ATLANTIS GOLF COURSE for the County of Ocean.

PRICE SCHEDULE

Item #	Description	Qty. Bid	Unit of Meas.	Unit Price	Total Price
1	Soil Erosion and Sediment Control	1	LS	\$	\$
2	Clearing Site	1	LS	\$	\$
3	Site Work	1	LS	\$	\$
4	Allowance for Misc. Additional Work	1	ALLOWANCE	\$15,000.00	\$15,000.00
5	Dense Graded Aggregate Base Course, 4" Thick	495	SQ. YD.	\$	\$
6	Allowance for Fuel Price Adjustment	1	ALLOWANCE	\$400.00	\$400.00
7	Hot Mix Asphalt Surface Course, 9.5M64, 1 1/2" Thick	40	TON	\$	\$
8	Hot Mix Asphalt Surface Course, 19M64, 3" Thick	85	TON	\$	\$
9	8" Solid HDPE Pipe	25	LF	\$	\$
10	12" Solid HDPE Pipe	50	LF	\$	\$
11	Topsoiling, 4" Thick	400	SQ. YD.	\$	\$
12	Fertilizing, Seeding, and Mulching	400	SQ. YD.	\$	\$

TOTAL LUMP SUM (Calculate Total Price of Items 1-12): \$

TOTAL LUMP SUM WRITTEN IN WORDS: _____

TECHNICAL SPECIFICATIONS

For

**CULVERT AND CART PATH REPAIR AT
ATLANTIS GOLF COURSE**

OUR FILE No.: SCE-R10391.011

TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY

FEBRUARY 2020

02-01-2020

DAREN J. PHIL, PE

Date

NJPE LICENSE #24GE03619100

SUBURBAN CONSULTING ENGINEERS, INC.

96 U.S. Highway 206, Suite 101, Flanders, New Jersey 07836
973-398-1776; Fax 973-398-2121

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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, latest revision.

101.03 TERMS

The following terms are revised as follows:

Certain terms are used in the Contract Documents and shall be defined as follows:

ADDENDUM Supplemental written specifications or drawings issued prior to execution of the contract which modify or interpret the project manual by addition, deletion, clarification or corrections.

CONTRACTOR shall mean the successful bidder who enters into Contract to perform a phase of the construction. The term covers subcontractors, equipment and material suppliers and their employees.

EXTRA WORK shall mean any work required by the Owner, which in the judgment of the Owner involves changes, reductions or additions to the work required by the Contract Documents.

PLANS shall mean the same as Contract Drawings.

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

SUBCONTRACTOR shall mean those having a direct contract with the Contractor to perform a phase of the construction.

SUBSTANTIAL COMPLETION shall mean the work, or specified part thereof, has progressed to a point where in the opinion of the Owner the work or specified part thereof, can be utilized for its intended purpose.

SURETY shall mean 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.

WORK shall mean all labor, materials, supplies, tools and equipment, insurance, bonds and other facilities necessary to complete the Contract.

The following terms have been added:

CONTRACT DRAWINGS shall mean all sketches, plans, surveys, reproductions of drawings pertaining to the construction of the structures and appurtenances.

CONTRACT DOCUMENTS consist of the Instructions to Bidders, Proposal, General Conditions, General Specifications, Detailed Specifications, Contract Drawings and addenda, if any.

CONTRACTOR'S PLANT AND EQUIPMENT, material, supplies and all other items, except labor, brought onto the site by the Contractor to carry out the Work, but not to be incorporated in the Work.

DIRECTION Action of the Owner by which the Contractor is ordered to perform or refrain from performing work under the contract.

DIRECTIVE Written documentation of the actions of the Owner in directing the Contractor.

ENGINEER shall mean the person designated, in writing, by the Owner to act as its representative at the construction site and to perform construction inspection services and administrative functions relating to this contract. Initial contract by the Contractor with the Owner shall be through the Engineer.

FURNISH To deliver to the job site or other specified location any time, equipment or material.

MAY Refers to permissive actions.

OWNER shall mean the County of Ocean.

PUNCH LIST A List of incomplete items of work and of items of work which are not in conformance with the contract. The list will be prepared by the Engineer when the Contractor (1) notifies the Engineer in writing that the work has been completed in accordance with the contract and (2) requests in writing that the Owner accepts the work.

SHALL Refers to actions by either the Contractor or the Owner and means the Contractor or Owner has entered into a covenant with the other party to do or perform the action.

SPECIFY Refers to information described, shown, noted or presented in any manner in any part of the contract.

SUPPLIERS shall mean those having a direct contract with the Contractor to perform a phase of the construction.

WILL Refers to actions entered into by the Contractor or the Owner as a covenant with the other party to do or to perform the action.

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:

COMMISSIONER: The County of Ocean.

COUNTY: The County of Ocean, New Jersey.

DEPARTMENT: The County of Ocean

ENGINEER: The word "Engineer" shall mean SUBURBAN CONSULTING ENGINEERS, INC., 2430 Highway 34, Building A, Wall, New Jersey acting directly or through properly authorized agents, such agents 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" The County of Ocean.

"MUNICIPALITY" The County of Ocean.

"TOWN" The County of Ocean.

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

"STATE": The State of New Jersey and/or the County of Ocean.

The following subsection has been added:

101.05 JOINT VENTURE CONTRACTOR

In the event the Contractor is a joint venture of two or more contractors, the grants, covenants, provisos and claims, rights, power, privileges and liabilities of the contract shall be construed and held to be several as well as joint. Any notice, order, direct request or any communication required to be or that may be given by the Owner to the Contractor under this contract, shall be well and sufficiently given to all persons being the Contractor if given to any one or more of such persons. Any notice, request or other communication given by any one of such persons to the Owner under this contract shall be deemed to have been given by and shall bind all persons being the Contractor.

The following subsection has been added:

101.06 AMENDMENT OF GENERAL PROVISIONS

These general provisions may be amended only by mutual consent of the Owner and the Contractor in writing.

The following subsection has been added:

101.07 LAWS, REGULATIONS, AND PERMITS

The Contractor shall give the notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the Work. The Contractor shall be liable for violations of the law in connection with Work provided by the Contractor. If the Contractor observes that the drawings, specifications or other portions of the Contract Documents are at variance with any laws, ordinances, rules or regulations, he shall promptly notify the Owner in writing of such variance.

The Owner shall promptly review the matter and, if necessary, shall issue a change order or take any other action necessary to bring about compliance with the law, ordinance, rule or regulation in question. Contractor agrees not to perform Work known to be contrary to any laws, ordinances, rules or regulations.

Unless otherwise specified herein, permits and licenses from governmental agencies which are necessary for and during the prosecution of the Work and the subsequent guarantee period shall be secured and paid for by the Contractor.

The following subsection has been added:

101.08 SUBCONTRACTORS

The Contractor shall perform with his own organization not less than one-half of the Work and shall not sublet to one subcontractor more than one-third of the Work without the previous written consent of the Owner. See page the Proposal section for listing of subcontractors.

The following subsection has been added:

101.09 LABOR WAGES

A. Wages:

1. **General:** The Contractor and each subcontractor engaged in the Work shall pay each employee an amount not less than the rate established for each trade or occupation listed by the Department of Labor of the State of New Jersey. An employee whose type of Work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of Work to be performed.
2. **State Wage Rates:** The Owner has obtained from the Department of Labor the general prevailing rate of wages in the vicinity of the Work to be performed under this contract. These wage rates are included.

B. Resident Citizens to Be Preferred in Employment on Public Works:

The Contractor's attention is directed to State Statute 34: 9-2. requiring that preference in employment 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 year immediately prior to such employment. Persons other than citizens of the state may be employed when such citizens are not available.

If this section is not complied with, the contract shall be voidable at the instance of the state, county or municipality.

The Contractor 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.

C. Overtime Work:

Overtime and shift Work may be established as a regular procedure by the Contractor with reasonable notice and written permission from the Owner. No Work other than overtime and shift Work established as a regular procedure shall be performed between the hours of 5:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such Work as is necessary for the proper care and protection of the Work already performed or in case of an emergency. The Contractor shall make no assumption to the Owner's acceptance of shift work / overtime as a regular procedure at time of Bid.

Contractor agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift Work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays between the hours of 5:00 P.M. and 7:00 A.M. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime Work. Contractor agrees that Owner shall deduct such charges from payments due the Contractor.

The Contractor shall also make special note of applicable County restrictions including work hours, limitations to lane closures, etc.

SECTION 102 – BIDDING REQUIREMENT AND CONDITIONS

102.01 QUALIFICATION TO BID

This entire subsection and title have been deleted and replaced with the following:

102.01 PREQUALIFICATION OF PROSPECTIVE BIDDERS

1. Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract, and the Bidder shall furnish Owner all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy Owner that the Bidder is qualified to carry out properly the terms of the Contract. The issuing of Bid Documents and acceptance of a Bidder's deposit by Owner shall not be construed as prequalification of that Bidder.
2. The apparent low Bidder may be required to furnish in writing the following information within five (5) days after the receipt of Proposals:
 - a. Detailed background and experience of the principal members of organization, including officers.
 - b. Detailed description of some of the projects executed.
 - c. Detailed list of contracts on hand and amount of each.
 - d. Identification of all stockholders or partners who control more than ten percent (10%) of the Bidder's Firm.
 - e. Other information as may be requested by the Engineer.
3. Bidders shall be experienced in the kind of work to be performed, the magnitude thereof, have the necessary equipment therefore, and sufficient capital to properly execute the work within the time allowed. Bids received from Bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if the Bidder cannot show that he has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to prosecute and complete the work at the rate of or within the time specified. A Bid may be rejected if the Bidder is already specified. A Bid may be rejected if the Bidder is already obligated for the performance of other work that may delay the commencement, prosecution, or completion of the work.

102.02 DELIVERY OF PROPOSALS

Each Bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, and the name of the Project for which the Bid is submitted and in accordance with the Instructions To Bidders.

The Bid Proposal shall be submitted in the bound Specification book with the Bidder's name address and telephone number filled out on the cover in the space provided. The Specification with the Bid Proposal shall be left intact in every respect.

The bidder shall furnish with his Proposal, completed and signed, all items on the Bidder's Checklist.

The information required above shall be furnished on the forms included in the Specifications book, or where no forms are included, the information shall be attached to the book.

Before award is made to a bidder, not a resident of the State, each bidder shall designate a proper agent in the State on whom services of process can be made in the event of litigation.

102.03 PROPOSAL BOND

Each bid must be accompanied by a proposal bond (Bid Guaranty) of not less than ten percent (10%) of the total base bid amount or \$20,000, whichever is less, and may be certified check, bank draft or a Bid Bond in the form attached. The Bid Bond shall be secured by a surety licensed to conduct business in the State of New Jersey. No bids will be considered unless accompanied by the required guaranty. Certified check or bank draft must be payable to the order of the Owner. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the Agreement and the furnishing of the surety

bonds by the successful Bidder as required by the Contract Documents. If the successful Bidder fails to execute and deliver the Agreement and/or furnish the required surety bonds, Owner may annul the Notice of Award and the Bid Guaranty of that Bidder will be forfeited.

Each bid must be accompanied by a certificate from a Surety Company stating that such Surety Company will provide the Bidder with Bonds required herein should the Contract be awarded to the Bidder. The surety on the Bid Bond shall be a corporate surety licensed to transact business in the State and also listed by the United States Treasury Department in its latest list as a qualified surety acceptable to the United States Government. No Bid Bond will be accepted if the amount of the Bond is less than as specified above, or if the amount of the Bond exceeds the limit for which the United States Treasury Department has qualified the surety for any one Bond.

102.04 WITHDRAWAL OF PROPOSALS

A Bidder may withdraw a bid after it has been submitted to the Department, provided the request for such a withdrawal is received by the Department on the Request for Withdrawal of Bids Form, in writing or by fax, before the time set for bid opening. The bidder may obtain the Department's Request for Withdrawal of Bids Form from the electronic bidding website.

Negligence on the part of the Bidder in preparing his bid confers no right for the withdrawal of the Bid after it has been opened. Any Bidder upon a properly notarized written request will be given permission to withdraw his Bid not later than five (5) days after the time set date for bid opening. If withdrawn prior to bid opening, it will be returned to the Bidder unread.

102.05 ACKNOWLEDGMENT OF REVISIONS

1. No interpretation of the meaning of the specifications or other pre-bid documents will be made to any Bidder orally.

Every request for such interpretation should be in writing addressed to the County of Ocean, Purchasing Agent, 101 Hooper Avenue, Room 224, Toms River, NJ and to be given consideration, must be received at least ten (10) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions or revisions will be in the form of written addenda to the specifications which, if issued, will be mailed by Certified Mail with Return Receipt Requested, by facsimile transmission with return facsimile receipt, or by next day delivery carrier to all prospective Bidders known at that time by the Owner, not later than seven (7) days, Saturdays, Sundays and holidays excepted, prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

2. All Bidders are required to complete the Acknowledgment of Receipt of Addenda included in the Proposal.
3. The Bidder shall request clarification of all matters of confusion or conflict in the Contract Documents. Bid strategy should not be based on the Bidder's unilateral interpretation of the Contract Documents. No future claims arising out of the Bidder's interpretations as such will be considered.

SECTION 103 – AWARD AND EXECUTION OF CONTRACT

103.01 AWARD OF CONTRACT

This entire subsection is deleted and replaced with the following:

Within sixty (60) days of receipt of bids, except where Owner exercises the right to reject any or all Bids, Owner will award the Contract to the lowest responsible Bidder on the basis of the Lump Sum or Lump Sum with Alternates, if any, as stated in the Bid Form, who furnished adequate security therefore and complied with all requirements of the Advertisement for Bids and these instructions to Bidders, after investigations are made to determine the Bidder's responsibility and capability, and based upon the acceptability by Owner of the list of subcontractors proposed for the Work by the Bidder.

When two (2) or more bids are equal in all respects, award may be made by lottery, at the discretion of the Owner, which shall be witnessed by at least three (3) persons and which may be attended by the Bidders or their representatives.

After the opening of bids and when directed by the Owner, the Bidder must submit a sworn statement setting forth such information as the Owner may require concerning his financial conditions present and proposed plant and equipment, the personnel and qualification of his working organization, prior experience on similar work and methods included in this Contract and performance record. The Bidder shall prove to the satisfaction of the Owner that he has successfully completed a Contract for similar work of not less than 50% of the amount of the proposed Contract. The Owner reserves the right to reject any bid if the evidence submitted by, or the investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Within sixty (60) days after the receipt of the bids, the Owner will accept one of the bids on the contract for which bids have been received and notify the successful bidder of the acceptance of the bid or will reject all proposals on the contract. The acceptance of a Bid shall bind the successful bidder to execute the Contract as provided hereinafter. The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the successful Bidder and Owner.

103.03 RELEASE OF PROPOSAL BOND

This entire subsection is deleted and replaced with the following:

Bids Bonds will be returned to the respective bidders, except the three (3) lowest bidders, within ten (10) days after the opening of bids. The remaining bonds will be returned to the three (3) lowest bidders, including the successful bidder, within three (3) days excluding Sundays and holidays after the Contract has been executed. If all bids are rejected, all bid securities will be returned forthwith.

103.04 EXECUTION OF THE CONTRACT

Replace the first sentence of the second paragraph with the following:

The contract shall be signed by all parties within the time limit set forth in the specifications, which shall not exceed 21 days, Sundays and holidays excepted, after the making of the award; provided, however, that all parties to the contract may agree to extend the limit set forth in the specifications beyond the 21-day limit required in this subsection. The Contractor, upon written request to the contracting unit, is entitled to receive, within seven (7) days of the request, an authorization to proceed pursuant to the terms of the contract on the date set forth in the contract for work to commence, or, if no date is set forth in the contract, upon receipt of authorization. If for any reason the contract is not awarded and the bidders have paid for or paid a deposit for the plans and specifications to the contracting unit, the payment or deposit shall immediately be returned to the bidders when the plans and specifications are returned in reasonable condition within 90 days of notice that the contract has not been awarded.

The following subsection is added:

103.08 PRE-AWARD CONFERENCE – GENERAL

A pre-award conference may be required to determine the successful Bidder's qualifications for performing the Work under this Contract. Participants may include representative of Owner, Engineer, representatives of Federal and State Agencies, and the apparent low Bidder. The conference will be held at Owner's office or at a place mutually agreed upon.

The Bidder will be notified of the topics to be discussed and the materials to be brought to the Conference. When possible, this conference may be scheduled just prior to the execution of the Agreement.

The following subsection is added:

103.09 PRE-CONSTRUCTION CONFERENCE

A pre-construction, post award conference will be required to discuss various contract related topics. Participants may include representatives of Owner, Engineer, Federal and State Agencies, NJDEP, Police Department, Utility Companies, Rescue Squads, similar interested persons, and Contractor. The conference will be held at the site, unless notified otherwise.

The pre-construction conference will be held within two (2) weeks of the date of award. The Contractor will be notified of the exact date upon Contract award.

The following subsection is added:

103.10 CONTRACT TIME

A. General:

The Contractor shall promptly start Work upon the date stipulated in the Notice To Proceed and shall prosecute the Work so the Work is substantially complete and the site available to the Owner by the date indicated in the General Notes.

During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the Work that shall not be damaged thereby. No portions of the Work where acceptable quality or efficiency will be affected by unfavorable conditions shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor and the Owner that the contract time for completion of the Work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

B. Construction Schedule:

The Contractor shall provide progress schedules and reports, demonstrating the plan for scheduling and coordinating the Work within the contract time. Contract time extensions shall be incorporated into updated schedules, reflecting their effect at the time of occurrence.

1. **Notice of Delays:** When the Contractor foresees a delay in the prosecution of the Work and in any event immediately upon the occurrence of a delay which the Contractor regards as unavoidable, he shall notify the Owner in writing of the probability of the occurrence of such delay and its cause. The Contractor shall take immediate steps to prevent, if possible, the occurrence of continuance of the delay. If this cannot be done, the Owner shall determine how long the delay shall continue and to what extent the prosecution and completion of the Work are being delayed thereby. He shall also determine whether the delay is to be considered avoidable or unavoidable and shall notify the Contractor of his determination. The Contractor agrees that no claim shall be made for delays which are not called to the attention of the Owner at the time of their occurrence.
2. **Avoidable Delays:** Avoidable delays in the prosecution of the Work shall include delays which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or his subcontractors.

3. **Unavoidable Delays:** Unavoidable delays in the prosecution or completion of the Work shall include delays which result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or his subcontractors. Delays in completion of the Work of other Contractors employed by the Owner will be considered unavoidable delays insofar as they interfere with the Contractor's completion of Work. Delays due to normal weather conditions shall not be regarded as unavoidable as the Contractor agrees to plan his Work with allowances for interference by normal weather conditions.

C. Extension of Time:

1. **Avoidable Delays:** In case the Work is not completed in the time specified, including extension of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for those costs incurred by the Owner which are attributable to the fact that the Work was not completed on schedule.
2. The Owner may grant an extension of time for avoidable delay if it deems it in its best interest. If the Owner grants an extension of time for avoidable delay, the Contractor agrees to pay actual costs including charges for engineering inspection and administration as specified in Section A-6 incurred during the extension.
3. **Unavoidable Delays:** For delays which the Contractor considers to be unavoidable, he shall submit to the Owner complete information demonstrating the effect of the delay on the controlling operation in his construction schedule. The submission shall be made within 30 calendar days of the occurrence which is claimed to be responsible for the unavoidable delay. The Owner shall review the Contractor's submission and determine the number of days of unavoidable delay and the effect of such unavoidable delay on controlling operations of the Work. The Owner agrees to grant an extension of time to the extent that unavoidable delays affect controlling operations in the construction schedule. During such extension of time, neither extra compensation or engineering inspection and administration nor damages for delay will be charged to the Contractor. It is understood and agreed by the Contractor and Owner that time extensions delay involve controlling operations which would prevent completion of the whole Work within the specified contract time.
4. **Liquidated Damages:** The Contractor unconditionally guarantees that he can and will complete the Work within the time limit stated in the Contract Documents or within the time as extended in accordance with the provisions of this Specification. Inasmuch as the damage and loss to the Owner, which will result from the failure of the Contractor to complete the Work within the stipulated time, will be most difficult or impossible of accurate calculation, the damage to the Owner for such delay and failure on the part of the Contractor shall be assessed liquidated damages per Article 4 of the "Contract". Liquidated damages shall not be considered as a penalty. The Owner will deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages.

As per LPC 40A:11-19, Any contract made pursuant to P.L.1971, c.198 (C.40A:11-1 et seq.) may include liquidated damages for the violation of any of the terms and conditions thereof or the failure to perform said contract in accordance with its terms and conditions, or the terms and conditions of P.L.1971, c.198 (C.40A:11-1 et seq.). Notwithstanding any other provision of law to the contrary, it shall be void, unenforceable and against public policy for a provision in a contract entered into under P.L.1971, c.198 (C.40A:11-1 et seq.) to limit a Contractor's remedy for the contracting unit's negligence, bad faith, active interference, tortious conduct, or other reasons un contemplated by the parties that delay the Contractor's performance, to giving the Contractor an extension of time for performance under the contract. For the purposes of this section, "contractor" means a person, his assignees or legal representatives with whom a contract with a contracting unit is made. L.1971, c. 198, s. 19; amended 1999, c. 440, s. 28; 2001, c. 206, s. 1.

The following subsection is added:

103.11 USE OF COMPLETED PORTIONS OF THE WORK

The Owner shall have the right to take possession of and use completed or partially completed portions of the Work notwithstanding the time for completing the Work or such portions may not have expired. Such taking possession and use shall not be deemed as completion or acceptance of parts of the Work. If such prior possession or use increases the cost of the Work, the Contractor shall be entitled to claim for extra compensation within five (5) calendar days of each occurrence. The amount of extra compensation shall be determined in accordance with the procedures given herein for determination of change order cost. The Contractor shall not claim extra compensation for possession of portions of the Work specifically required by the Contract.

SECTION 104 – SCOPE OF WORK

The following is a general description of the Work to be completed and thereby does not represent a complete description of all the Work to be performed as specified in the Contract Documents.

104.01 INTENT

This subsection has been deleted and replaced with the following:

The following is a general description of the Work to be completed and thereby does not represent a complete description of all the Work to be performed as specified in the Contract Documents.

104.01.01 Maintenance of Operations

The Contractor shall make allowance for and give special consideration to the use of equipment and the installation of equipment at the Owner's facilities so that full operation and performance is maintained during his Work. Any damage to the existing facilities or malfunction of the process equipment or operation caused by the Contractor's neglect shall be immediately repaired by the Contractor at his expense, taking all necessary actions to the Owners satisfaction.

Should a conflict occur between the operation of the Owner's facilities and the Contractor's Work, the Owners facility operations shall take precedent. The Contractor shall not be entitled to any extra compensation or claims by which the facilities operations may interrupt his Work or time schedule.

The Contractor shall make his own investigations he may feel appropriate and allowed by the Owner to familiarize himself with the magnitude of Work involved at the facilities. The Owner shall provide such pertinent information as may be available, however, does not represent such information as all-inclusive or completely accurate. Variations that may exist and cause the Contractor's Work to become substantially different from the intent of the Contract Documents will be cause for claim under provisions of the Agreement.

104.01.02 Cutting and Patching:

The Contractor shall do all cutting, fitting, or patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by Work of other contractors shown upon or reasonably implied by the Drawings and Specifications for the Complete and he shall make good after them as the Engineer may require. The Contractor shall not endanger any Work by cutting, or otherwise, and shall not cut or alter the Work of any other contractor except with the written consent of the Owner. Any cost caused by endangered, defective or ill-timed Work shall be borne by the contractor responsible therefore as determined by the Owner.

Each division of the specifications should include all cutting and patching for that trade division as required for the proper accommodation of all Work by other trades unless specifically stated to the contrary. In the event that the specifications are inadequate in this respect, the Engineer shall issue needed written instructions.

104.01.03 Cleaning Up:

The Contractor shall, at all times, keep the premises free from accumulations of waste material or rubbish caused by his employees or Work, and at the completion of the Work he shall remove all his rubbish, tools, scaffolding and surplus materials from the project and shall leave his Work "broom clean" or its equivalent, unless more exactly specified.

104.01.04 Use of Premises:

The Contractor shall confine his apparatus the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits, or directions of the Owner and shall not unreasonably encumber the premises with his materials. The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety and he shall enforce the instructions of the Owner regarding signs, advertisements, fires, and smoking.

104.03 CHANGES TO THE CONTRACT

104.03.03 Types of Changes

This subheading has been deleted and replaced with the following:

A. Differing Site Conditions

1. If the Contractor encounters differing site conditions during the progress of the Work of the contract, the Contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.
2. Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.
3. If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the Contractor containing directions on how to proceed.
4.
 - (a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the Contractor.
 - (b) If both parties agree that the contracting unit's investigation and directions decrease the Contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.
 - (c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the Contractor, in writing, and the Contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.
5. Execution of the contract by the Contractor shall constitute a representation that the Contractor has visited the site and has become generally familiar with the local conditions under which the Work is to be performed.
6. As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the contract.
7. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required, except that the Owner may extend the prescribed time.
8. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

B. Suspension of Work

The Owner shall provide written notice to the Contractor in advance of any suspension of work lasting more than ten (10) calendar days of the performance of all or any portion of the Work of the contract.

If the performance of all or any portion of the Work of the contract is suspended by the Owner for more than ten (10) calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the Owner's control, the Contractor shall be entitled to compensation for any resultant delay to the project completion or additional Contractor expenses, and to an extension of time, provided that, to the extent feasible, the Contractor, within ten (10) calendar days following the conclusion of the suspension, notifies the Owner, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the Contractor as needed and as may be reasonably requested

by the Owner. Whenever a work suspension exceeds 60 days, upon seven (7) days written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

Upon receipt of the Contractor's suspension of work notice in accordance with paragraph two (2) of this subsection, the Owner shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.

1. If the Owner determines that the Contractor is entitled to additional compensation or time, the Owner shall make a fair and equitable upward adjustment to the contract price and contract completion date.
2. If the Owner determines that the Contractor is not entitled to additional compensation or time, the Contractor shall proceed with the performance of the contract work and shall be entitled to pursue a suspension of work claim against the Owner for additional compensation or time attributable to the suspension.

Failure of the Contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the Owner can prove by clear and convincing evidence that the lack of notice or delayed notice by the Contractor actually prejudiced the Owner's ability to adequately investigate and defend against the claim.

The following subsection has been added:

104.04 CHANGES IN THE WORK

104.04.01 Change in Character of Work

1. If the Contractor believes that a change directive by the contracting unit results in a material change to the contract work, the Contractor shall so notify the contracting unit in writing. The Contractor shall continue to perform all work on the project that is not the subject of the notice.
2. Upon receipt of the Contractor's change in character notice in accordance with paragraph (1.) of this subsection, the contracting unit shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.
3. (a) If the contracting unit determines that a change to the Contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the Contractor and the contracting unit prior to the Contractor performing the subject work.
(b) If the contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.
4. As used in this subsection, "material change" means a character change which increases or decreases the Contractor's cost of performing the work, increases or decreases the amount of time by which the Contractor completes the work in relation to the contractually required completion date, or both.

104.04.02 Change in Quantity

1. The contracting unit may increase or decrease the quantity of work to be performed by the Contractor.
2. (a) If the quantity of a pay item is cumulatively increased or decreased by twenty percent (20%) or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.
(b) If the quantity of a pay item is increased or decreased by more than twenty percent (20%) from the bid proposal quantity, the quantity change shall be considered a major change in quantity.
3. For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

4. (a) For a major increase in quantity, the contracting unit or Contractor may request to renegotiate the price for the quantity in excess of 120% of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional ten percent (10%) for overhead and an additional ten percent (10%) for profit, unless otherwise specified in the original bid.
- (b) For a major decrease in quantity, the contracting unit or Contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional ten percent (10%) for overhead and an additional ten percent (10%) for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80% of the value of the bid price multiplied by the bid proposal quantity.
5. As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."

104.04.03 Change in Work

The Owner may order extra Work or make changes by altering, adding or deducting from the Work without invalidating the Contract. All such Work shall be executed under the conditions of the original Contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

The value of such extra Work shall be determined by one of the following means:

1. By estimate and acceptance in a lump sum.
2. By cost and percentage or by cost plus a fixed fee.

Under each of the above methods for establishing the value of extra Work, the construction overhead and profit factors shall be as follows:

- a. The Contractor is entitled to all identifiable direct job costs associated with Extra Work excluding sub Contractor's costs. For Extra Work not in excess of \$ 10,000 the Contractors may add up to ten percent (10%) overhead factor to their identifiable direct job costs, but excluding the cost of any subcontracting, plus up to a ten percent (10%) profit factor to their identifiable cost, plus overhead amount.
- b. As general policy, these overhead and profit factors may be accepted by Owners as reasonable in lieu of requiring the submission of additional supporting data. However, the Owner must reserve its right to review any cost or profit element on a case-by-case basis, where the submission for overhead and profit is in excess of the ten percent (10%) overhead and ten percent (10%) profit indicated above.
- c. Cost increase in subcontracted work may be similarly handled and a prime Contractor may add up to ten percent (10%) to the total cost (including overhead and profit factors) incurred by the subcontractor. In such cases, the same reservations for rights shall apply.
- d. For Extra Work in the amount of \$10,000 to \$100,000, the above factors may be included initially for equitable adjustments but will be subject to negotiation, cost and pricing data, and Owner review requirements. Federally funded projects will be governed by Federal Regulations.

It is understood that the Owner reserves the right to have any extra Work done by any person, persons, or corporation other than the Contractor if an agreement upon the prices to paid for such extra Work cannot be promptly reached between the Owner and the Contractor. The Contractor agrees to make no claim for damages or for any privileges or rights other than that provided in the Contract by reason of such Work by others.

If the Contractor claims that any instructions, by drawings or otherwise, involve extra cost under this Contract, he shall give written notification to the Owner within forty-eight (48) hours after the receipt of such instructions by certified mail, return receipt requested. In any event, before proceeding to execute the Work, the Contractor shall meet with the Engineer to afford the opportunity to modify the design or construction procedure, to establish the validity and the value of the claim.

If the Contractor shall claim compensation for any alleged damages sustained by reason of acts of the Owner or its agents, the Contractor shall immediately notify the Owner so that a proper appraisal can be made. Within five (5) days thereafter, the Contractor shall submit to the Owner a written statement as to the nature of the damage and an itemized statement of the amount claimed for such damage. No such claims shall be entitled to payment unless a hereinbefore specified.

SECTION 105 – CONTROL OF WORK

105.01 AUTHORITY OF THE DEPARTMENT

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

105.01 AUTHORITY OF THE OWNER

105.01.01 General

The Owner, acting through the Engineer, shall have the authority to act as the sole judge of the Work and materials with respect to both quantity and quality as set forth in the contract. It is expressly stipulated that the drawings, specifications and other contract documents set forth the requirements as to the nature of the completed Work and do not purport to control the method of performing Work except in those instances where the nature of the completed Work is dependent on the method of performance.

105.01.02 Inspection of Work

The Owner shall have the right to inspect all materials and Work performed during any phase of construction and the Contractor shall provide all reasonable facilities for the safe and convenient means of such inspection.

If the specifications, the instructions of the Owner, laws, and ordinances of any public authority require any Work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for inspection. If the inspection is by an authority other than the Engineer, the Contractor shall advise the Owner of the date fixed for such inspection. Inspections by the Engineer shall be made promptly and, where practicable, at the source of supply.

No work shall be covered up before proper inspection, approval and certificates, if required, are issued. Should any Work that is designated for inspection be covered up without approval or consent of the Engineer, it must be uncovered by the Contractor at his expense when examination is ordered by the Owner.

Re-examination of questioned Work must be ordered by the Owner by a written order, and if found not in accordance with the Contract Documents, the Contractor shall pay the cost of re-examination and replacement. The Owner shall not be responsible for or bear the cost of any re-examination and replacement occasioned by defects in the Work caused by other contractors. The Owner shall bear the cost of re-examination and replacement only when Work is found to be in accordance with the Contract and the Engineer orders the re-examination and replacement by written order.

The inspection of the Work shall not relieve the Contractor of any of his obligations under the Contract.

105.02 RESPONSIBILITIES OF CONTRACTOR

This subsection is deleted and replaced with the following:

105.02.01 Contractor's Supervision

The Contractor shall give efficient and continuous supervision to the Work, using his best skill and attention. He shall provide a competent superintendent and any necessary assistants, all satisfactory to the Owner. The superintendent shall not be changed except with the concurrence of the Owner unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed upon written request in each case. It is mandatory that the superintendent be present at the Pre-Construction meeting and subsequent project status meetings.

105.02.02 Character of Workmen

None but skilled foremen and workmen shall be employed on Work requiring special qualifications. When requested in writing by the Owner, the Contractor shall discharge any person who commits trespass or is, in the opinion of the Owner, disorderly, dangerous, insubordinate incompetent or otherwise objectionable.

The Contractor shall save the Owner harmless for damages of claims for compensation that may occur in the enforcement of this requirement.

105.02.03 Protection of the Work

The Contractor shall be responsible for the protection of all Work until its completion and final acceptance, and he shall, at his own expense, replace damaged or lost material, or repair damaged parts of the Work, and the Contractor and his sureties shall be liable therefore. He shall take all risks from floods and casualties and shall make no claim for damages for delay from such causes. He may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions hereinbefore specified.

105.02.04 Emergencies

In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner is hereby permitted to act at his own discretion to prevent threatened loss or injury. Any compensation claimed by the Contractor on account of emergency Work shall be determined by agreement or arbitration.

Emergencies may arise during the progress of the Work which may require special effort or require extra shifts of men to continue the Work beyond normal Working hours. The Contractor shall be prepared in case of such emergencies, from whatever cause, to do all necessary Work promptly.

The Contractor shall file with the Owner the names, addresses, and telephone numbers/beepers of his agents who can be contacted at any time in case of emergency. These representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice.

105.02.05 Protection of Persons and Property

The Contractor shall adopt every practical means to minimize interference with traffic and inconvenience, discomfort, or damage to the public. Unless otherwise expressly specified, the Contractor shall prevent injury to all other structures, public and/or private lawns, gardens, shrubbery and trees encountered in the Work; and shall save the Owner harmless from damages for any injury done to structures or to property during the course of the Work.

The Contractor shall take all necessary precautions for the safety of employees on the Work, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. He shall erect and properly maintain all necessary safeguards for the protection of Workmen and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, well holes, elevator hatchways, scaffolding, roof openings, window openings, stairways and falling materials.

The Contractor shall procure written approval from the respective property owners prior to use in the event any other lands are used for storage or staging purposes. A copy of the approval is to be provided to the Owner. Written acceptance of conditions of said land by the property owner must be provided with request for final payment.

105.02.06 Damage to Persons and Property:

In addition to the liability imposed by law upon the Contractor on account of bodily injury or death suffered through the Contractor's negligence, which liability is not impaired or otherwise affected hereby, the Contractor hereby agrees to indemnify and hold harmless the Owner, its officers, boards, commissions, employees and agents (including the Engineer) against and from any and all claims, demands, causes of action, suits and proceedings, regardless of the merits of the same and from damages (including damages to the Owner's property), liability, costs or expenses of every type, all or any part

thereof which arise by reason of any injury to any person or persons, including death or property damage, resulting from any act or omission of the Contractor or any subcontractor or anyone directly or indirectly employed by either of them in the prosecution of any Work included in the Contract.

105.02.07 Materials Services and Facilities

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, all other facilities including water, gas and electric services and all costs and expenses of every kind necessary for the execution, completion and delivery of the Work within the specified time.

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 the updated "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.

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.

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 any 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, 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 heading and entire text of this subsection has been deleted and replaced with the following:

105.06 COOPERATION BY CONTRACTOR

105.06.01 Owner-Contractor Coordination

A. Service of Notice

Notice, order, direction, request or other communication given by the Owner to the Contractor shall be deemed to be well and sufficiently given to the Contractor if left at any office used by the Contractor or delivered to any of his officers, clerks or employees or posted at the site of the Work or mailed to any post office addressed to the Contractor at the address given in the contract document or mailed to the Contractor's last known place of business. If mailed by first-class mail, any form of communication shall be deemed to have been given to and received by the Contractor.

B. Suggestions to Contractor

Plan or method of Work suggested by the Owner to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor. The Owner assumes no responsibility, therefore, and in no way will be held liable for any defects in the Work which may result from or be caused by use of such plan or method of Work.

C. Cooperation

The Contractor agrees to permit entry to the site of the Work by the Owner's representatives or other contractors performing Work on behalf of the Owner. The Contractor shall afford to the Owner, other sub-contractors and their employees, reasonable facilities and cooperation and shall arrange his Work and dispose of his materials in such a manner as to not interfere with the activities of the Owner or others upon the site of the Work. The Contractor shall

promptly make good any injury or damage that may be sustained by other contractors or employees of the Owner at his hands. The Contractor shall join his Work to that of others and perform his Work in proper sequence in relation to that of others.

If requested by the Contractor, the Owner shall arrange meetings with other contractors performing Work on behalf of the Owner to plan coordination of construction activities. The Owner shall keep the Contractor informed of the planned activities of other contractors.

Differences or conflicts arising between the Contractor and other contractors employed by the Owner or between the Contractor and the workers of the Owner with regard to their Work shall be submitted to the Owner for his decision in the matter. If the Work of the Contractor is affected or delayed because of any act or omission of other contractors or of the Owner, the Contractor may submit for the Owner's consideration, a documented request for a change order.

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.

SECTION 106 – CONTROL OF MATERIAL

106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

The following subpart has been added

106.01.01 Compliance with Specifications of Materials

Unless otherwise specifically provided in the Specifications, all workmanship, equipment, materials and parts incorporated in the Work covered by this Contract are to be of the best available grade of their respective kinds.

Whenever the words “AS MAY BE DIRECTED,” “SUITABLE,” “OR EQUAL,” “AS APPROVED,” or other words of similar intent and meaning are used implying that judgment, discretion or decision is to be exercised, it is understood that it is the judgment, discretion or decision of the Engineer to which reference is made. All materials and articles of any kind necessary for the Work are subject to the approval of the Engineer.

The Contractor will be held to furnish under his base bid all Work as specified except as the Specifications may be modified prior to the opening of the bids by addenda and/or written approvals of equal items of equipment or material as provided for in the Instructions to Bidders. After execution of the Contract, changes of brand names, trade names, trademarked, patented articles, or any other substitutions will be allowed only by written order signed by the Engineer.

106.05 MATERIALS, INSPECTIONS, TESTS, AND SAMPLES

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

106.05 INSPECTION AND TESTING OF MATERIALS

All equipment and materials used in the construction of project, especially those upon which the strength and durability of the structure may depend, will be subject to adequate inspection and testing, in accordance with accepted standards, to establish conformance with specifications and suitability for the use intended as determined by the Engineer.

The performance of tests and the engagement of the testing laboratory or agency must have the prior approval of the Engineer.

106.05.01 Material, Equipment and Workmanship

106.05.01.01 General Quality

Unless otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for materials, labor, tools, equipment, water, light, power, transportation, supervision and temporary construction of any nature and other services and facilities of any nature, whatsoever necessary, to execute, complete and deliver the Work within the specified time. Material and equipment shall be new and of a quality equal to that specified. Equipment offered shall be current modifications which have been in successful regular operation under comparable conditions. This requirement does not apply to minor details, or to thoroughly demonstrated improvements in design or in materials of construction. Construction Work shall be executed in conformity with the standard practice of the trade. Equipment shall meet all OSHA, F.M. Standards and be U.L. listed.

106.05.01.02 Quality in Absence of Detailed Specifications

Where the contract requires that materials or equipment be provided or that construction Work be performed and detailed specifications of such materials, equipment or construction Work are not set forth, the Contractor shall perform the Work using materials and equipment of the best grade in quality and workmanship obtainable in the market, from firms of established good reputations, and shall follow standard practices in the performance of construction Work. The Work performed shall be in conformity and harmony with the intent to secure the standard of construction equipment of Work as a whole and in part.

In cases where compliance of materials or equipment to contract requirements is not readily determinable through inspection and tests, the Engineer shall request that the Contractor provide properly authenticated documents, certificates or other satisfactory proof of compliance. These documents, certifications and proofs shall include performance characteristics, materials of construction and the physical or chemical characteristics of materials.

106.08 UNACCEPTABLE MATERIAL

The following subpart has been added

106.08.01 Defective Work

A. Correction of Defective Work

When and as often as the Engineer determines through his inspection procedures, material, equipment or workmanship incorporated in the project do not meet the requirements of the contract, the Engineer shall give written notice of the non-compliance to the Contractor. Within five (5) days from the receipt of such notice, the Contractor shall undertake the Work necessary to correct the deficiencies, and to comply with the contract. If the Contractor disagrees with the Engineer's determination and believes that the corrective Work should be covered by a change order, he shall immediately notify the Owner, in writing, setting forth his position. Within five (5) days after receipt of the Contractor's notification, the Owner will review the matter and notify the Contractor, in writing, of its determination. If the Owner determines that the corrective Work is required to comply with the contract, the Contractor shall proceed with such Work. As a condition precedent to the Contractor's request for either additional compensation or time extension, or both, resulting from the performance of such corrective Work, the Contractor shall, within fifteen (15) calendar days after receipt of the Engineer's determination, notify the Engineer in writing of his intent to claim additional compensation, time or both. The Contractor shall document the cost information associated with the corrective Work with daily records and shall provide such information to the Engineer monthly. Receipt of the cost data by the Engineer shall not be construed to be an acceptance of the corrective Work or an authorization for a change order to cover the corrective Work.

B. Retention of Defective Work:

Prior to acceptance of the project, the Owner may, at its option, retain Work which is not in compliance with the contract if the Engineer determines that such defective Work is not of sufficient magnitude or importance to make the Work dangerous or undesirable. The Owner also may retain defective Work if in the opinion of the Engineer removal of such Work is impractical or will create conditions which are dangerous or undesirable. Just and reasonable value for such defective Work shall be judged by the Owner and appropriate deductions shall be made in the payments due or to become due to the Contractor. Final acceptance shall not act as a waiver of the Owner right to recover from the Contractor an amount representing the deduction for retention of defective Work.

SECTION 107 – LEGAL RELATIONS

107.01 LEGAL JURISDICTION

107.01.01 Applicable Law

This subheading is supplemented as follows:

In the execution of the Contract, the Contractor shall observe and obey all federal, state, county and local laws, ordinances, codes and regulations relating to the performance of the Contract, including but not limited to Labor employed thereon, materials supplied, obstructing streets and highways, maintaining signals, storing, handling and use of explosives and all other general ordinances and state statutes affecting him or his employees or his work hereunder in his relations with the Owner or any other persons, and also all laws; codes and ordinances controlling or limiting the Contractor while engaged in executing the Work under the Contract.

As a condition of the Contract, the Contractor shall and does hereby agree to comply with all requirements of the Labor laws and other laws of the state in which work is being executed, including but not limited to:

- A. **Davis-Bacon and NJ Prevailing Wage Act.** All laborers and mechanics employed by contractors or subcontractors in the performance of construction work relative to a construction contract in excess of \$2,000.00 financial in whole or in part with grants or loans under the Small Cities CDBG Program shall be paid wages at rates not less than those prevailing on similar construction. The Davis-Bacon Act, as amended (40 USC 276(a)-et seq.), applies to the rehabilitation of residential property only if such property is designed for residential use for eight or more families.
- B. **Copeland Act.** The Copeland Act, known as the "anti-kickback" prohibition, is applicable to work performed by laborers and mechanics. Implementing Department of Labor regulations provide that all laborers and mechanics shall be paid unconditionally and not less often than once a week and without subsequent deduction or rebate except "permissible" salary deductions. Contractors and subcontractors are required to submit appropriate weekly compliance statements and payrolls to the grantee.
- C. **Contract Work Hours and Safety Standards Act.** The Contract Work Hours and Safety Standards Act (40 USC 327-333) provides that laborers and mechanics shall receive compensation at a rate not less than one and one-half times their basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week. In the event of violations, the contractors or subcontractor shall be liable to any effected employee for his unpaid wages as well as to the United States for liquidated damages.

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.

107.18 PENALTIES FOR FALSE STATEMENTS

Any person who makes or causes to be made, a false, deceptive or fraudulent statement in the statement or answers in response to the questionnaire, or in the course of any hearing hereunder, shall be guilty of a misdemeanor, and upon conviction shall be punishable by a fine of not less than \$100.00 nor more than \$1,000.00, and shall be permanently disqualified from bidding on all public work or contracts of the contracting unit which submitted the questionnaire; or, in the case of an individual or an officer or employee charged with the duty of responding to the questionnaire for a person, firm, co-partnership, association or corporation, by such fine or by imprisonment, not exceeding six (6) months, or both. (N.J.S.A.40A:11-34)

The following subsection has been added:

107.19 FORFEITURE OF DEPOSIT IN CERTAIN CASES

A deposit made by any person who makes or causes to be made a false, deceptive or fraudulent statement or answers in response to a questionnaire or in the course of a hearing hereunder may be caused to be forfeited, as liquidated damages by and to the contracting unit. (N.J.S.A.40A:11-33)

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 deleted and replaced with the following:

108.11.01 Extension of Time

The Owner shall have the right to defer the beginning or to suspend the whole or any part of the Work herein specified 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 act or neglect of the Owner, or any other Contractor employed by the Owner, or by changes in the Work, or by strikes, lockouts, fire, unusual delay by 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 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 reason unless within ten (10) days after the beginning of such delay, a written request for additional time shall be filed with the Owner.

108.11.02 Compensation for Time Extension

The Owner, in exchange for granting an extension of time for avoidable delay, shall be compensated by the Contractor for the actual costs to the Owner of engineering, inspection, general supervision and overhead expenses which are directly chargeable to the Work and which accrue during the period of such extension. The actual costs do not include charges for final inspection and preparation of the final estimate by the Owner.

108.13 SUSPENSION OF WORK

This subsection is deleted and replaced with the following:

1. The contracting unit shall provide written notice to the Contractor in advance of any suspension of work lasting more than ten (10) calendar days of the performance of all or any portion of the Work of the contract.
2. If the performance of all or any portion of the Work of the contract is suspended by the contracting unit for more than ten (10) calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the contracting unit's control, the Contractor shall be entitled to compensation for any resultant delay to the project completion or additional Contractor expenses, and to an extension of time, provided that, to the extent feasible, the Contractor, within ten (10) calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the Contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

3. Upon receipt of the Contractor's suspension of work notice in accordance with paragraph 2. of this subsection, the contracting unit shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.
4. (a) If the contracting unit determines that the Contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.
(b) If the contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall proceed with the performance of the contract work and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.
5. Failure of the Contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the Contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

The Owner may, at its convenience and at any time and without cause, suspend, delay or interrupt all or any part of the Work for a period of not more than 90 days by notice in writing to the Contractor. The Owner shall fix the date on which the Work shall be resumed.

108.15 TERMINATION PROCEDURES

This subsection is deleted and replaced with the following:

A. Termination by Owner for Default:

The Owner may terminate the contract upon seven (7) days written notice to the Contractor by certified mail, return receipt requested and his surety whenever the Contractor is deemed to be in default or fails to fulfill, in a timely and proper manner, the contract obligations or is in violation of any provisions or covenants of the contract.

For purposes of this paragraph, the Contractor shall be deemed to be in default upon the occurrence of any one or more of the following events:

1. If Contractor is bankrupt or insolvent.
2. If Contractor makes a general assignment for the benefit of creditors.
3. If a trustee or receiver is appointed for Contractor or for any of Contractor's property.
4. If Contractor files a petition to take advantage of any debtor's act or to reorganize under any bankruptcy chapter or law.
5. If Contractor repeatedly fails to make prompt payments to sub-contractors or others for labor, materials or equipment.
6. If Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction.
7. If Contractor disregards the authority of Owner's Representative.
8. If Contractor violates in any substantial way the provisions of the contract documents by failing, neglecting or refusing to proceed according to and in full compliance with the provisions and covenants of the contract documents.

After termination of Contractor for default, the Owner may exclude the Contractor from the site and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the Contractor. The Owner may incorporate in the Work all materials and equipment stored at the site or for which the Owner has paid the Contractor, but which are stored elsewhere. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

If the unpaid balance of the contract price exceeds the direct and indirect cost of the completed Work, including compensation for additional professional service, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner. Such costs incurred by the Owner shall

be verified by the Engineer and incorporated into a change order, but in finishing the Work, the Owner will not be required to obtain the lowest figure for Work performed.

Where the Contractor services have been so terminated by the Owner, the termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies due the Contractor by the Owner will not release the Contractor from liability.

If the Owner terminates this agreement for default and it is thereafter determined that the Contractor had not so failed to perform its obligations or defaulted in any way; the termination shall then be deemed to have been affected for the convenience of the Owner. In that event, any adjustment of compensation to Contractor shall be in accordance with Section G-2.

B. Termination by Owner for Other Than Default:

The Owner may, without prejudice to any other remedy it may have under the provisions of the contract, terminate this contract, in whole or in part, at any time by giving written notice to Contractor or its representative by certified mail, return receipt requested. Termination shall be effective upon receipt of such notice by Contractor. Contractor shall immediately discontinue Work and take all reasonable steps with its suppliers and subcontractors to minimize cancellation charges and other costs.

In the event of termination for reasons other than default of Contractor, Contractor shall be entitled to recover all reasonable costs incurred in connection with performance of the Work, plus any cost and expense reasonable and necessarily incurred in connection with such termination, plus a percentage of the profit based on the percentage of completion of the Work.

C. Termination of Contractor:

If the Work is stopped by order of a court, public authority or the Owner for a period of 90 calendar days or more through no act or fault of the Contractor, anyone employed by him or his subcontractors, then the Contractor may terminate the contract ten (10) calendar days after written notice to the Owner by certified mail, return receipt requested.

108.19 COMPLETION AND ACCEPTANCE OF WORK

This subsection is deleted and replaced with the following:

Upon Completion of the Work, or a portion thereof, the Contractor shall so notify the Engineer in writing. Upon receipt of the notification, the Engineer will promptly, by personal inspection, determine the actual status of the Work in accordance with the terms of the contract. If he finds materials, equipment or workmanship which does not meet the terms of the contract, he shall prepare a punch list of such items and submit it to the Contractor. Following completion of the corrective Work by the Contractor, the Engineer shall notify the Owner that the Work has been completed in accordance with the Contract. Final determination of the acceptability shall be made by the Owner. Upon acceptance of the Work, the Owner shall immediately file a notice of completion. The conditions of guarantee shall commence on the date that the Owner files a notice of completion.

108.20 LIQUIDATED DAMAGES

This subsection is supplemented as follows:

Refer to Contract.

SECTION 109 – MEASUREMENT AND PAYMENT

109.01 MEASUREMENT OF QUANTITIES

This subsection is deleted and replaced 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.

A. 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.

B. After Construction

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

C. Adjustment of Estimated Quantities

The quantities shown are approximate only, and the Owner 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.

109.02 SCOPE OF PAYMENTS

This subsection is deleted and replace with the following

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

109.02.01 Partial Payments

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

Percentages of the amount due, in accordance with the contract, including that for extra work, according to the monthly invoices, will be approved for payment within fifteen (15) days following said approval. Thereafter, payments will be made in like manner monthly until the Work is completed.

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

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

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

The cash retainage being withheld from partial payments pending completion of the contract will be determined as follows:

1. The retainage will be two percent (2%) of the amount due on each partial payment, pursuant to P.L. 1979, c. 152 (C.40A:11-16.1).
2. For Total contracts less than \$100,000.00, the retainage will be ten percent (10%) of the amount on each partial payment.

Upon acceptance of the work performed pursuant to the contract for which the contractor has agreed to the withholding of payments pursuant to the requirements outlined above, all amounts being withheld by the contracting unit shall be released and paid in full to the contractor within 45 days of the final acceptance date agreed upon by the contractor and the contracting unit, without further withholding of any amounts for any purpose whatsoever, provided that the contract has been completed as indicated. If the contracting unit requires maintenance security after acceptance of the work performed pursuant to the contract, such security shall be obtained in the form of a maintenance bond. The maintenance bond shall be no longer than two years and shall be no more than 100% of the project costs.

109.02.02 Extra Work Payment Procedures

1. The contractor is entitled to all identifiable direct job costs associated with Extra Work excluding subcontractor's costs. For Extra Work not in excess of \$ 10,000 the contractors may add up to ten percent (10%) overhead factor to their identifiable direct job costs, but excluding the cost of any subcontracting, plus up to a ten percent (10%) profit factor to their identifiable direct costs plus overhead amount.
2. As general policy, these overhead and profit factors may be accepted by Owners as reasonable in lieu of requiring the submission of additional supporting data. However, the Owner must reserve its right to review any cost or profit element on a case-by-case basis, where the submission for overhead and profit is in excess of the ten percent (10%) overhead and ten percent (10%) profit indicated above.
3. Cost increase in subcontracted work may be similarly handled and a prime contractor may add up to 10 percent to the total cost (including overhead and profit factors) incurred by the subcontractor. In such cases, the same reservations for rights shall apply.
4. For Extra Work in the amount of \$ 10,000 to \$ 100,000, the above factors may be included initially for equitable adjustments but will be subject to negotiation, cost and pricing data, and Owner review requirements. Federally funded projects will be governed by Federal regulations.

109.02.03 Payment Following Acceptance

When the Work is completed and accepted by the Owner, a final certificate of the cost of the Work will be made by the Engineer, based upon the actual quantities of authorized work done, and when the final invoice is approved, the money due

the Contractor for the performance of the Work, after deducting all previous payments, will be paid, provided, however, that all claims have been fully satisfied.

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

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

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

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

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

A. Conditions of Acceptance

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

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

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

Payments made to the Contractor before final acceptance, do not commit the Owner to acceptance of the Work.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the 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 releases and receipts include all the labor and materials for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release in full, furnish a bond satisfactory to the Engineer, to indemnify the Owner 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.

109.11 FINAL PAYMENT AND CLAIMS

This subsection is supplemented as follows:

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

1. Defective work not remedied.
2. Filed claims, or reasonable evidence indicating probable filing of claims.
3. Failure of any Contractor to make payments promptly to subcontractors or for material or labor.
4. A reasonable doubt that the Contract can be completed for the balance then unpaid.

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

The following section has been added:

109.13 NEGOTIABLE BEARER BONDS

In contracts having a total cost in excess of \$100,000.00, the Contractor may agree to the withholding of payments or may deposit with the contracting unit negotiable bearer bonds of the State of New Jersey, or negotiable bearer bonds or notes of any political subdivision of the State, the value of which is equal to two percent (2%) of the amount due on each partial payment, or as provided by the contract. The nature and amount of the bonds or notes to be deposited shall be subject to approval by the Owner. For purposes of this section, "value" shall mean par value or current market value, whichever is lower.

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

The following subsection has been added:

109.14 MANDATORY ARBITRATION FOR CONSTRUCTION CONTRACTS

All disputes arising under the contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practice in accordance with P.L. 1997, Chapter 371, Mandatory Arbitration for Construction Contracts.

The following section has been added:

SECTION 110 – CONTRACT MODIFICATION PROCEDURES

110.01 SUMMARY

This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

110.02 PROPOSAL REQUESTS

110.02.01 Owner-Initiated Proposal Requests:

The Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications

Proposal Requests issued by the Engineer are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.

Only a Change Order or a Construction Change Directive authorizes Contractor to proceed with a proposed change.

Within time specified in Proposal Request ten (10) days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

Include costs of labor and supervision directly attributable to the change.

Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

110.02.02 Contractor-Initiated Proposals

If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the Engineer.

Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

Include costs of labor and supervision directly attributable to the change.

Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

110.03 ALLOWANCES

Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

Include installation costs in purchase amount only where indicated as part of the allowance. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.

Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within ten (10) days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than ten (10) days after such authorization.

Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.

No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

110.04 CHANGE ORDER PROCEDURES

On Owner's approval of a Proposal Request, Engineer will generate and issue a Change Order for signatures of Owner and Contractor.

110.05 WORK CHANGE DIRECTIVE

Work Change Directive: Engineer may issue a Work Change Directive. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.

After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

END OF SECTION

DIVISION 150 – CONTRACT REQUIREMENTS
SECTION 151 – PERFORMANCE AND PAYMENT BOND

This heading of this section deleted and replaced with the following:

SECTION 151 – BONDING REQUIREMENTS

151.03 PROCEDURE

This entire subsection is deleted and replaced with the following:

Each Bidder will be required to furnish a Surety's Consent with this Proposal, in conformity with the specimen copy included within the bound Proposal evidencing that he can obtain the required Performance and Payment Bonds in the event he is awarded a Contract.

151.03.01 Performance Bond

Within ten (10) business days after notification, the successful Bidder shall execute and deliver, in triplicate, the Contract. The Bidder shall simultaneously deliver to the said Owner an executed Performance Bond of a responsible indemnity company authorized to do business in the State of New Jersey and satisfactory to the Owner for the full amount (100%) of the Contract. The Bond shall be conditioned upon the faithful performance by the Contractor of all the covenants and agreements set forth in the Contract, and of all the requirements of the Specifications made part thereof including the safeguarding of the Owner against infringement of any or all patents, and upon payment of all just claims for labor and materials furnished under the contract, in such form as the Owner may prescribe and with such sureties as the Owner may approve. The Form of Performance Bond is annexed hereto and is a part of the Contract Documents. The Contractor agrees that in case of default, the monies due and owing him will become due to the Surety Company. No contract shall be binding upon the Owner until such bond shall have been given and approved as to form and sufficiency by the Owner.

151.03.02 Payment Bond

The Bidder or Bidders to whom the Contract is awarded shall also give a second bond for of the full amount (100%) of the Contract price in a satisfactory legal form of a Surety Company or companies authorized to do business by and operating in accordance with the laws of the State of New Jersey and to be approved by the said Owner, for the protection of all persons furnishing material or labor for the construction of this Contract to the Bidder said material and labor bond to be in the form required by Chapter 2A:44-143 to 147, N.J.S.A. and amendments thereof and supplements thereto, said bond not to be returned and canceled until all liability to any and all persons protected by the condition of said bond shall have been met by the Bidder or person primarily liable for the payment thereof, or by the Surety or said bond. Form of Payment Bond is annexed hereto and is part of the Contract Documents.

Failure to deliver this with the performance bond shall be cause for declaring the contract null and void.

151.03.03 Maintenance Bond

The Successful Bidder shall upon acceptance of the Work, submit a maintenance bond in the amount of ten percent (10%) guaranteeing against defective quality of work or materials for the period of two (2) years.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the Owner. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5.

SECTION 152 – INSURANCE

152.03 PROCEDURE

152.03.01 Owner's and Contractor's Protective Liability Insurance

This entire subpart is deleted and replaced with the following:

The Contractor shall pay on behalf of, defend and save harmless, the **Owner, SUBURBAN CONSULTING ENGINEERS, INC., and their authorized representatives**, from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or by reason of any act or omission of the Contractor, his agent, employees, vendors, subcontractors, or sub-subcontractors, in the execution of the Work or in consequence of any negligence or carelessness in guarding the same, or in keeping the public areas safe for continued safe public passage at all times.

The Contractor shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress or work until the same shall have been completed and accepted. Contractor shall also assume all blame or loss by reasons of neglect or violation of any State or Federal law or Municipal rule or law, regulation or order. The Contractor shall give to the proper authorities all required notices relating to the Work, obtain all official permits and licenses and pay all proper fees. The Contractor shall make good any injury that may have occurred to any adjoining surface, building, structure or utility in consequence of this Work.

Certificates of liability and Workmen's Compensation Insurance satisfactory to the Owner and the Engineer shall be filed with the Owner and the Engineer before the Contract is signed. All of the Contractor's insurance coverage shall contain a clause indemnifying and saving harmless the Owner, **SUBURBAN CONSULTING ENGINEERS, INC.**, and their agents from any and all liability of whatever nature arising from the work to be performed under the Contract, including attorney's fees and costs in connection with the defense of such claims. The certificate of insurance furnished by the Contractor shall spell out specifically that the above indemnification is guaranteed by the policy.

The minimum amounts of insurance to be carried by the Contract or shall be as stated in the Instructions To Bidders.

If any work is sublet, insurance of the same types and limits shall be provided by or for each Subcontractor. Property damage insurance shall be extended to cover damage to underground wires, pipes, ducts, conduits, etc.

The policies shall remain in force until all Work has been completed. The Contractor shall ascertain the cost to him of all the required insurance policies before submitting his bid.

Thirty (30) days of notification of cancellation of any insurance must be given to the Owner. The insurance must be reinstated and reviewed by the Owner's Attorney before cancellation of prior insurance becomes effective. Failure to comply is cause for breach of Contract.

152.04 MEASUREMENT AND PAYMENT

This subsection is deleted and replaced with the following:

Payment for insurance of the various types will not be made; the cost(s) will instead be included in the unit prices bid for the various items in the proposal.

SECTION 154 – MOBILIZATION

154.04 MEASUREMENT AND PAYMENT

This entire subsection is deleted and replaced with the following:

Mobilization will not be measured and no separate payment will be made. All costs for Mobilization will be included in the various items in the proposal.

SECTION 157 – CONSTRUCTION LAYOUT AND MONUMENTS

157.04 MEASUREMENT AND PAYMENT

This entire subsection is deleted and replaced with the following:

Separate payment will not be made for construction layout, monuments or monument boxes. Contractor is responsible for setting construction stakes establishing lines and continuous profile grade. All costs shall be included in the price bid for the various items in the Contract.

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

158.01 DESCRIPTION

This subsection is supplemented as follows:

The Contractor shall furnish all labor, materials, and equipment necessary for the environmental protection of the project area during the prosecution of his Work. Environmental protection measures shall consist of, but are not limited to the following:

- Provide, install, and maintain any and all soil erosion and sediment control methods and devices.
- Confine activities within designated areas of the project.
- Limit noise and air pollution emissions to the acceptable levels or as may be otherwise regulated.
- Provide for the proper disposal of unusable and unsuitable materials.
- Provide sanitary facilities as required for project workers and visitors in accordance with Section 108.05 of the Standard NJDOT Specifications.
- Protect all surface and groundwater on and in proximity to the project site.
- Protect trees and vegetation so as not to unduly disturb the work area.
- Restore the project area in accordance with the Contract Documents.

In addition, and in conjunction with the above, the Contractor shall comply with all appropriate local, State, and Federal environmental protection regulations that govern the control of erosion, air and water pollution and solid waste management.

A. Environmental and Cultural Resource Protection/Restoration

These Specifications which spell out the environmental and cultural resource protection/restoration shall have precedence over other potentially contradictory language contained elsewhere in the design Contract Documents. In instances where the provisions of a Department-issued permit contradict a provision of the Specifications (including those identified in Environmental Assessment Requirements for State Assisted Environmental Infrastructure Facilities, N.J.A.C. 7:22-10), the environmental resources protection and/or restoration and cultural resource mitigation measures identified in the Department-issued permit shall govern.

All activities, which are part of the comprehensive environmental infrastructure project(s) for the planning area must conform to the requirements of this section regardless of the eligibility of individual components of the project.

B. Erosion and Sediment Control

Every effort shall be made to prevent and correct problems associated with erosion and sedimentation which could occur during and after project construction. At a minimum, the following erosion and sedimentation control measures shall be followed:

1. All erosion and sedimentation control measures shall be in place prior to any grading operations or construction of proposed facilities and shall be maintained until construction is complete and the construction area is stabilized. After restoration is complete, temporary control measures shall be removed and disposed of properly.
2. All erosion and sedimentation control measures shall be constructed and maintained in accordance with the "Standards for Soil Erosion and Sediment Control in New Jersey", prepared by the current version of the New Jersey State Soil Conservation Committee", incorporated herein by reference, as amended and supplemented. Copies of the "Standards for Soil Erosion and Sediment Control in New Jersey" are available for a fee from the New Jersey Department of Agriculture, Soil Conservation Committee, or from the office of any of the 16 local conservation districts.
3. Disturbed areas that will be exposed in excess of ten (10) days shall be temporarily seeded and/or mulched until proper weather conditions exist for establishment of a permanent vegetative cover.

C. Site and Access Clearing

Site and access clearing must be confined to approved construction areas. Protection of existing vegetation must be practiced wherever possible. At a minimum, site access and clearing measures shall conform to the following:

1. Temporary and permanent easement widths must be reduced to the minimum feasible for the proposed construction. Unless specifically approved by the Department, permanent access roads must not be more than eight feet (8') wide, and there shall be no permanent access roads in environmentally critical areas. Access roads may be paved only where absolutely necessary, as determined by the Department.
2. Only those portions of the site which are absolutely necessary and essential for construction shall be cleared. Whenever possible, excavation shall include the removal and storage of topsoil from the site for future use. The length of time of ground disturbance shall be reduced to the minimum practicable, especially in environmentally critical areas. Ground disturbance shall be avoided until immediately preceding construction to minimize exposure of soils.
3. Trees and shrubs within construction easements, which are not required to be removed to permit construction, shall be protected to the drip line with appropriate protection measures such as snow fencing or batter boards. Trees and shrubs for which removal is necessary to facilitate construction shall either be replanted at the same location or replaced with nursery stock of the same kind. Trees of greater than twelve inches (12") in diameter should be preserved whenever possible by implementing slight shifts in alignment or tunneling under tree roots. Specimen trees, as identified in "New Jersey's Big Trees" (1998) published by the Department's Division of Parks and Forestry listing specimen trees in the State, shall be preserved.
4. In heavily wooded areas, every effort shall be made to avoid the destruction of common native trees and shrubs so as not to unduly disturb the ecological balance or environmental quality of the area. Trees of twelve-inch (12") diameter or greater should be preserved whenever possible and protected to the drip line. Where practical, common native trees and shrubs, of one-inch (1") through three-inch (3") diameter, which must be cleared from the construction area, shall be stockpiled for use in restoration. Straggling roots shall be pruned. Trees which must be pruned to facilitate construction shall be cut cleanly and painted with tree paint. If a tree not intended to be removed is damaged, the wood shall be repaired according to common nursery practice and painted with tree paint.

D. Restoration Measures

The aim of restoration is to restore the disturbed area to a condition as nearly equal to pre-disturbance condition as possible. At a minimum, restoration measures shall conform to the following:

1. Final restoration shall be undertaken as soon as an area is no longer needed for construction, stockpiling or access. Excavated material unsuitable for backfill and considered to be solid waste pursuant to N.J.A.C. 7:26-1.6 shall be removed from the construction site and disposed of at a sanitary landfill approved and licensed by the Department. Excess excavated material which is not considered to be solid waste pursuant to N.J.A.C. 7:26-1.6 shall be graded or removed in accordance with N.J.A.C. 7:22-10.11(l)3. When access roads are no longer needed, road fill shall be removed, and the access area shall be restored to pre-disturbed conditions. Care should be taken to avoid damage to adjacent vegetation and to prevent the formation of depressions that would serve as mosquito pools.
2. Topsoil shall be replaced with adequate amounts of topsoil material to restore the disturbed area to its original, pre-disturbed grade and depth of topsoil.
3. Rates and types of fertilization, liming, and seeding shall be as recommended by the local Soil Conservation District based on soil tests and local conditions. Seed mixtures shall be selected that are best suited for the particular site conditions. Seed selection shall provide for a quickly germinating initial growth, to prevent erosion, and for a secondary growth that will survive without continuing maintenance. Mulching shall occur immediately after seeding and in no case shall more than five (5) days elapse between seeding and mulching.
4. In wooded areas, for a 50-foot wide construction easement, generally ten (10) trees should be planted for every 100 feet of length of the easement. More trees would be required in wider easements or densely wooded areas. Plans shall include a restoration schedule specifying the quantity, common and botanic names, sizes, and spacing of trees to be planted and the type of seed mixtures to be used from station to station. Trees to be replaced should be trees native to New Jersey suitable for the particular site and generally should conform to the list of trees found in the "Standards for Soil Erosion and Sediment Control in New Jersey", prepared by the New Jersey State Soil Conservation Committee, 1999, incorporated herein by reference, as amended and supplemented.

5. In landscaped areas, environmental features shall be replaced or restored to pre-disturbance condition or better. This includes sodding, replacement of trees and shrubs, fences, drives, and other landscape features in kind.

E. Prohibited construction procedures include, but are not limited to, the following:

1. Dumping of spoil material into any stream corridor, any wetlands, any vernal habitats, any surface waters, any sites listed or eligible for listing on the New Jersey or National Registers of Historic Places, or at unspecified locations;
2. Indiscriminate, arbitrary or capricious operation of equipment in any stream corridors, wetlands, vernal habitats or surface waters;
3. Pumping of silt-laden water from trenches or other excavations into any surface waters, stream corridors, wetlands, or vernal habitats;
4. Damaging vegetation adjacent to or outside of the access road or the right-of-way;
5. Disposal of trees, brush and other debris in any stream corridors, wetlands, vernal habitats, surface waters, or at unspecified locations;
6. Permanent or unspecified alteration of the flow line of any stream;
7. Open burning of project debris;
8. Use of calcium chloride, petroleum products or other chemicals for dust control;
9. Use of asphaltic mulch binders; and
10. Any unpermitted discharge of sewage.

F. Wetlands

Construction in wetlands shall conform to requirements of the New Jersey Freshwater Wetlands Protection Act, N.J.S.A. 13:9B-1 et seq., and N.J.A.C. 7:7A.

G. Stream Crossings

Stream crossings shall conform to the requirements of the Flood Hazard Area Control Act, N.J.S.A. 58:16A-50 et seq., and N.J.A.C. 7:13.

H. Steep Slopes

Slopes exceeding fifteen percent (15%) require special treatment. Measures such as water diversion berms, sodding, or the use of jute or excelsior blankets should be used as appropriate. Hay bales shall be placed at the base of the slope prior to ground disturbance. Steep slopes that have been disturbed, if not sodded, shall be seeded and mulched immediately after construction is complete. Slope boards or other measures necessary to prevent slumping of the disturbed slope shall be incorporated, where appropriate.

I. Acid Producing Soils

If there is a possibility of encountering acid-producing deposits in the course of construction, as identified during the planning process, the following special requirements and conditions will apply:

1. In vegetated areas, the top two feet (2') of soil shall be stripped and stockpiled separately from the material to be excavated. A soil specialist, to be provided by the project sponsor, shall monitor the stripping operation. If any acid-producing deposits are identified, this material and any contaminated soil shall be disposed of on the same day. The presence of acid-producing deposits is detected by the use of the following tests:
 - a. Determining the pH of the soil when suspended in 0.5 Molar calcium chloride solution (of neutral pH). A pH value below 3.0 indicates presence of ferrous sulfate and presence of acid-producing deposits is strongly suspected.

- b. Test for sulfate by adding a drop of ten percent (10%) barium chloride solution to a water extract of the material. If voluminous flocks of barium sulfate form immediately the presence of acid-producing deposits is strongly suspected.
2. The disposal site shall be approved by the Department. Any soil of this type disposed of shall be covered with a minimum of two feet of cover to prevent rapid oxidation and subsequent acid formation.
3. In both vegetated and paved areas, when acid-producing deposits are encountered, as determined by the soil specialist, excavated trench material shall be returned to the trench as follows:
 - a. Lower material first, followed by upper material.
 - b. The top one to two inches (1"-2") of soil on which the deeper soil was stockpiled shall be scraped and placed below a depth of two feet.
 - c. For pipeline construction, the quantity of material to be displaced by bedding and pipe, as well as soil scraped from the stockpile area, shall be subtracted from the deeper, excavated material and this quantity of deeper material removed to an approved disposal site and covered as described in the "Restoration Measures".
 - d. After backfilling the deeper soil, one ton of limestone per 2,000 square feet shall be spread over the deeper soil in the trench. This liming requirement is applicable in areas of well drained, non-saturated soils, as determined by the soil specialist.
 - e. In vegetated areas, the top two feet (2') of soil, stockpiled for this purpose, shall then be replaced. If the top two feet of soil was also contaminated, clean backfill material similar to the native topsoil shall be used in place of the contaminated material.
4. The excavated acid-producing deposits shall not be exposed for a period longer than eight (8) hours. When acid-producing deposits are encountered, the trench opened in any construction day shall be backfilled and the areas cleaned up by the close of the day. Where this is impracticable, such as in the construction of pumping stations and treatment plants, exposed acid-producing deposits shall be covered with limestone screenings at a rate of 100 tons per acre and then covered with six inches (6") of compacted soil within one (1) week of exposure or before the exposed soil drops to pH 3, whichever occurs first. The pH shall be monitored daily under this procedure.
5. Temporary restoration of vegetated areas shall consist of mulching and shall be put in place at the end of each day's construction. Permanent restoration of the area shall begin as soon as construction is complete and after the results of incubation tests, where necessary, are available.
6. Prior to restoring vegetated areas, the soil specialist shall perform pH tests on the in-situ soil after the construction is completed. If the pH is below four (4), intensive liming shall be required in order to make the soil suitable for plant survival.
7. Lime requirement tests shall be performed by the soil specialist to determine the lime application rates. This will require an incubation test in which the sample is oxidized for a period of six (6) weeks, as follows.
 - a. The sample shall be air dried and ground so that the whole sample passes a 0.5-millimeter sieve.
 - b. The lime requirement to reach pH 6.5 shall be determined initially and again at two (2) week intervals for six (6) weeks, using standard soil testing techniques.
 - c. The total lime requirement determined by this method can be extrapolated to the area under consideration.
8. At a minimum of 30 tons of limestone per acre or the amount of lime required according to the incubation test result shall be applied prior to seeding and planting where the pH is less than four (4). Where the pH is greater than four (4), liming and fertilizing requirements set out in the planting and environmental specifications shall apply.
9. The spreading and mixing of the subsoil and any topsoil contaminated with acid-producing deposits around the site and beyond the site is prohibited. Areas used for stockpiling acid-producing deposits shall be minimized. Equipment used for excavation and backfilling shall be cleaned, to the extent practicable, at the end of each day's operation and the soil removed shall be placed in the trench below a depth of two feet (2'). No construction shall take place during significant rainstorms or while the area is saturated to avoid smearing or spreading of the acid-producing deposits over the area.

J. Dewatering

When dewatering will occur, and a dewatering permit is not required, the Contractor shall monitor for adverse effects to structures or wells due to dewatering and shall be responsible to remedy same to the satisfaction of the Department. Discharges from dewatering activities which contain silt are subject to the following controls:

1. All discharges from dewatering activities to surface waters, wetlands, vernal habitats, or storm sewers shall be free of sediment. Care shall be taken not to damage or kill vegetation by excessive watering or by damaging silt accumulation in the discharge area. If discharges are sediment laden, techniques shall be employed to remove sediment prior to discharge. A sedimentation basin shall be constructed and used as specified, where necessary, to protect vegetation and to achieve environmental objectives.
2. Sewer inlets within construction areas shall be provided with perimeter hay bales or other appropriate siltation control measures.

K. Stockpile, Storage and Disposal

Requirements with regard to the location and control of stockpile, storage and disposal areas, whether provided by the project sponsor or the Contractor, must conform to the following:

1. Only environmentally suitable stockpile sites may be used for the purposes of staging or storing materials, equipment and suitable trench backfill material. Environmentally suitable sites must be level, and devoid of mature stands of natural vegetation. Drainage facilities and features, wetlands, vernal habitats, and stream corridors are not environmentally suitable sites.
2. The boundary of the stockpile area shall be clearly marked by hay bales, silt fencing or another appropriate method. Where fill is to be stored in excess of ten (10) days, a suitable means of protecting excavated material from wind and water erosion shall be employed. Erosion control methods may include one or more of the following: mulching, sprinkling, silt fencing, haybaling and stone covering.
3. Excess excavated material which is not considered to be solid waste pursuant to N.J.A.C. 7:26-1.6 shall be graded on-site only to the extent needed to achieve pre-construction grade, unless otherwise specifically approved by the Department. The project sponsor shall ensure that the Contractor removes the remainder from the site and disposes of it at a site approved by the project sponsor in accordance with the following:
 - a. Disposal sites selected by the Contractor shall be evaluated and approved by the project sponsor prior to their use. Disposal sites may also be selected by the project sponsor. The project sponsor shall conduct periodic inspection of disposal sites to ensure compliance with the requirements of this subsection during the off-site disposal operation.
 - b. The disposal of excess excavated material in wetlands, vernal habitats, stream corridors and floodplains is strictly prohibited, even if the permission of the property owner is obtained. The Contractor shall be responsible to remove any fill improperly placed by the Contractor at the Contractor's expense and restore the area impacted.
 - c. If excess excavated material is placed on private property, a hold harmless release in favor of the project sponsor and the Department shall be obtained from the property owner.
 - d. Prior to approval of a site for excess excavated material disposal, where the site exceeds 5,000 square feet, the project sponsor shall obtain, or shall ensure that the Contractor or property owner has obtained, the appropriate certification of the soil erosion and sediment control plan in accordance with the State's standards for soil conservation (N.J.S.A. 4:24-1 et seq., also referred to as Chapter 251). Where the site is less than 5,000 square feet, the project sponsor shall advise the property owner of the need for erosion and sediment control and obtain a statement that the property owner accepts complete responsibility for implementation of appropriate methods to prevent erosion and sedimentation.

L. Dust

In order to control dust, as often as required during each working day, and particularly prior to the conclusion of each working day areas under immediate construction (including access roads and other areas affected thereby) shall be swept and wet down with water sufficiently to lay dust. In addition, these areas shall be wet down during non-working

hours (including weekends) as often as required to keep the dust under control. The use of calcium chloride or petroleum products or other chemicals for dust control is prohibited.

M. Noise

In order to limit noise impacts in the vicinity of sensitive receptors, construction operations and activities shall be limited per General Notes unless variances to these times are granted in times of emergency. No driving, pulling, or other operations entailing the use of vibratory hammers or compactors shall be permitted, other than between the hours designated in the General Notes. The number of machines in operation at a given time shall be limited to the minimum practicable. All engine generators or pumps must have mufflers and be enclosed within a temporary structure.

158.04 MEASUREMENT AND PAYMENT

This entire subsection is deleted and replaced with the following:

Payment for any and all **Soil Erosion and Sediment Control** shall not be measured and shall be included on a Lump Sum basis.

Payment will be made under:

<u>Line Item</u>	<u>Pay Unit</u>
Soil Erosion and Sediment Control	LS

SECTION 159 – TRAFFIC CONTROL

159.01 DESCRIPTION

This subsection is supplemented as follows:

The traffic control plan is based on the requirements provided in the current Manual on Uniform Traffic Control Devices (M.U.T.C.D.). The Contractor shall work in accordance with the provisions of the traffic control or detour plan and shall only deviate from the plan if approved by the Engineer. When a traffic control plan is not included in the construction plans or specifications then the requirements of the M.U.T.C.D. shall apply and the Contractor shall assume all responsibilities for the execution and maintenance of all appropriate traffic control measures. Regardless, the Contractor shall prepare traffic control plan submittals of construction work zones for approval of Owner, Engineer, local police or other authority having jurisdiction of the roadway as may be appropriate.

Any road closures shall permit access to emergency vehicles.

Traffic Directors

Uniformed Traffic Directors shall be off duty police officers from within the Municipality, where the Work is being performed. Uniformed Traffic Directors shall be located at specific locations designated by the Engineer during construction hours. The Police Department shall be contacted in order to obtain the services of uniformed traffic directors.

No road or lane closures shall occur without the appropriate approval from the associated regulatory body, Owner and Engineer. The Contractor shall obtain all necessary local, county and state road permits as may be required and abide by their requirements, conditions, and provisions.

159.02 MATERIALS & EQUIPMENT

This subsection is supplemented as follows:

A. Traffic Control:

Traffic Control based on an acceptable and approved Traffic Control Plan, shall be under the direction of the Police Department.

B. Detours:

Traffic shall be maintained at all times, unless the detouring of traffic has been approved by the Owner and/or County where applicable. Detouring of traffic will not be permitted unless a Detour Route, as determined by an acceptable and approved Traffic Control Plan, has been approved by the Municipality's Police Department and a Detour Resolutions passed by the County where applicable.

C. Warning Signs:

Prior to the start of Construction all warning signs with high intensity lighting shall be in place in conformance with the Manual of Uniform Traffic Control Devices of the United States Department of Transportation, Federal Highway Administration, latest edition, and as required by the City and/or County Engineer.

The Contractor shall take all necessary precautions for the safety of employees on the Work, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. The Contractor shall erect and properly maintain all necessary safeguards for the protection of Workmen and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, well holes, elevator hatchways, scaffolding, roof openings, window openings, stairways and falling materials.

D. Lane Closing:

Lane closing will not be allowed outside of approved hours. Alternating traffic flow will be allowed as approved, unless prior arrangement or approval has been granted by the County Engineer or the Police Department. Lane closing on weekends or holidays must be approved by the County or Owner. All lane closing hours shall be confirmed and approved by the applicable regulatory road permits and their associated conditions.

159.03 PROCEDURE

This subsection is supplemented as follows:

- A. Signs shall be placed as required in accordance with the Traffic Control Plans. All signs for traffic control must be placed two (2) weeks prior to overall project construction. No signs may be removed until the project has been completed and approved by the Engineer.

159.03.08 Traffic Direction

This subpart is supplemented as follows:

There shall be no construction, maintenance operations, or utility work on any roadway before the hour of 8:00 A.M. or after 5:00 P.M.

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

159.04 MEASUREMENT AND PAYMENT

This entire subsection is deleted and replaced with the following:

Separate payment will not be made for maintenance and protection of traffic. All costs thereof shall be included in the price bid for the various pay items in the proposal.

SECTION 161 – FINAL CLEANUP

161.02 MATERIALS

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 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 in the proposal.

The following section has been added:

SECTION 162 – PROJECT RECORD DOCUMENTS

162.01 GENERAL

New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.

162.03 PROCEDURE

Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.

Identification As follows:

Project name
Date
Designation "PROJECT RECORD DRAWINGS"
Name of A/E
Name of Contractor

Record Specifications: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and Contract modifications.

Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

Record the name of manufacturer, supplier, installer, and other information necessary to provide a record of selections made.

For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.

Note related Change Orders Record Product Data and Record Drawings where applicable.

Record Product Data: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.

Note related Change Orders Record Specifications, and Record Drawings where applicable.

Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

162.04 EXECUTION

Recording and Maintenance

Recording: Maintain one (1) copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for A/E and Construction Manager reference during normal working hours.

END OF SECTION

DIVISION 200 – EARTHWORK

SECTION 201 – CLEARING SITE

201.01 DESCRIPTION

This subsection is supplemented as follows:

Clearing Site shall also include the removal, relocating, resetting or protection in place of any fences, signs, pavement, inlets, subsurface drainage, dry wells, piping, catch basins, footings 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 and water valve boxes. 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.

This work shall also include the disposal of any and all waste materials generated during the demolition/removal of existing grass area and pavement necessary for construction of new drainage pipes and hot mix asphalt cart path and related improvements.

Clearing Site shall also include the saw cutting and removal of existing pavement in areas effecting proper installation of proposed features.

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

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. The Contractor will remove such items and store on the site for removal or storage by the Owner. The Contractor shall be notified at the commencement of construction of all items that the Owner will retain and the Contractor shall not remove from the site.

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 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 at sites outside the Township. Disposal shall be 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 Ocean County Recycling Facility as will satisfy the State's requirements for municipal eligibility for state tonnage grants. Recycling components shall be any NJDEP Class "B" recyclable material, including but not limited to concrete, brick, block, and tree stumps/trunks or any other components identified by the Ocean County Recycling Coordinator 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.

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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

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 the piping and cart path pavement. Excavated site soil that is deemed suitable can be used as backfill onsite.

Excavated topsoil and subsurface material shall be stockpiled in separate piles. Each stockpile shall be screened **prior to being reused**.

Any unsuitable material for backfill shall be disposed off - site by the Contractor at no additional cost 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.

The Contractor is made aware that there is existing timber bulkhead on each side of the cart path which is to remain in place.

202.02 MATERIALS

This subsection is supplemented as follows:

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.

202.03 CONSTRUCTION

202.03.01 Stripping

This subsection is supplemented as follows:

The Contractor shall strip all topsoil and stockpile on site. The stockpile shall be screened in accordance with Section 804 prior to the Contractor reusing on-site.

202.03.03 Excavating Unclassified Material

This subsection is supplemented as follows:

Excavation shall be performed under this 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 remove all material excavated and not suitable for reuse. Stockpiles onsite should be limited to topsoil and suitable fill. Contractor shall remove unsuitable topsoil and excavated material off site for disposal in accordance with state/federal regulations.

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 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:

Measurement and Payment for Excavation, Grading and Earthwork shall be paid for under the **Site Work** item. All soil shall not be measured and cost for disposal shall be included in the **Site Work** item in the proposal.

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

END OF SECTION

DIVISION 300 – SUBBASE AND BASE COURSES
SECTION 301 – SUBBASE

301.01 DESCRIPTION

The following is added to this section:

This work shall also consist of the spreading, grading and compaction of the subbase material as required and as shown on the plans to meet compaction requirements noted as compacted subgrade in plans and details. Work to include excavation of soils which are soft and must be removed as determined by the engineer up to four feet (4') below the required subgrade. Compaction testing to demonstrate compliance with these specifications shall be provided by contractor at their expense.

301.03 CONSTRUCTION

This subsection is supplemented as follows:

302.03.01 Subbase

C. Compacting

This subpart is supplemented as follows:

The subbase material shall be placed and compacted in the field according to subsection 203.03.02.D (95% Compaction). Compaction testing results shall be provided by the Contractor to the Engineer prior to acceptance of the subgrade for pavement areas including in-situ nuclear density testing. Minimum testing requirements as follows by an independent third-party consultant:

- Minimum of five (5) tests prior to placement of cart path material.

Contractor to contract with and provide third-party, certified testing consultant as approved by the Engineer with the proper equipment to determine the compaction results for review by the Engineer. **Acceptance of the testing results of subgrade by the Engineer is required prior to placement of drainage & base layers of pavement and piping.**

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 for the cart path.

This work shall also consist of the construction and grading of the paved areas as shown on the plans.

302.02 MATERIALS

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

302.03 CONSTRUCTION

This subsection is supplemented as follows:

Base courses for paved areas shall utilize dense graded aggregate (Section 900 of the 2007 NJDOT Specifications) as detailed on the plans.

For repair of subgrade, the fill shall be placed in even horizontal lifts not exceeding eight inches (8”) loose thickness before compaction.

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). Compaction testing results shall be provided by the Contractor to the Engineer prior to acceptance of the subgrade for pavement including in-situ nuclear density testing. Minimum testing requirements as follows by an independent third-party consultant:

- Minimum of five (5) tests within the cart path

Contractor to contract with and provide third-party, certified testing consultant as approved by the Engineer with the proper equipment to determine the compaction results for review by the Engineer. Acceptance of the testing results of subgrade by the Engineer is required prior to placement of drainage & base layers of fabric, stone and piping.

302.04 MEASUREMENT AND PAYMENT

This subsection is supplemented as follows:

Measurement of dense graded aggregate base course will be made by the square yard including the compaction testing. For the purposes of bidding, contractor to provide up to 300 cubic yards of subgrade repair for the cart path including geogrid, stone and over excavation if required.

<u>Pay Item</u>	<u>Unit</u>
Dense Graded Aggregate Base Course	SY

END OF SECTION

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

401.01 DESCRIPTION

This subsection is supplemented as follows:

The work shall include the installation of the HMA for the if and where directed paved areas.

401.03 CONSTRUCTION

401.03.03 HMA Courses

H. Air Void Requirements

This entire subpart is deleted and replaced with the following:

The in-place air voids of each mixture in a completed lot shall be a minimum of two percent (2%) and a maximum of eight percent (8%). Conformance will be determined on the basis of the average of five (5) air voids measurements for each lot of approximately 10,000 square yards of pavement surface area. Air voids will be determined from six-inch (6") diameter drilled cores tested according to AASHTO T166 and T209. The pay quantity for each nonconforming lot will be reduced according to the following table.

REDUCTION PER LOT DUE TO NONCONFORMANCE TO AIR VOIDS REQUIREMENTS

LOT AVERAGE AIR VOIDS (FIVE (5) SAMPLES)	REDUCTION PER LOT (PERCENT OF EACH LOT)
0.0 TO 1.4	20
1.5 TO 1.9	10
2.0 TO 8.0	0
8.1 TO 9.0	5
9.1 TO 10.0	10
OVER 10.0	20

I. Thickness Requirements

This entire subpart is deleted and replaced with the following:

Upon completion of HMA paving, the Engineer may obtain cores from the finished pavement at random locations.

The thickness requirements contained herein shall apply only when each component hot mix asphalt mixture in the pavement structure is specified to be a uniform thickness, when such uniform thickness hot mix asphalt mixtures are specified, the combined total thickness of the mixture or mixtures shall be measured to determine compliance with the governing acceptance limit shown in Table 404-4. In addition, the surface course shall be measured to determine compliance with a minimum thickness requirement using an acceptance limit of 1¼ inches. Results of this check on surface course minimum thickness will be used solely to determine whether a remove and replace or an overlay condition exists, not for payment reduction.

TABLE 404-4 THICKNESS ACCEPTANCE LIMITS

SPECIFIED OR TOTAL PLAN THICKNESS (INCHES)	ACCEPTANCE LIMIT (INCHES)
1.5	1.25
2.0	1.75
2.25	2.00
3.0	2.75
4.0	3.75
4.5	4.25
5.0	4.75
5.5	5.25
6.0	5.75
OVER 6.0	SPECIFIED THICKNESS LESS 0.25

Conformance to thickness requirements will be determined in lots consisting of approximately 10,000 square yards or less. Areas consisting of different combinations of hot mix asphalt mixtures or thickness will not be included in the same lot.

A thickness lot shall have not more than 25% of the lot area, as determined from Table 404-5, less than the governing acceptance limit for total thickness shown in Table 404-4.

The acceptance of a thickness lot will be determined from thickness measurements of five (5) drilled cores obtained by the Engineer for each lot. Each core will be removed from a random location within each lot and shall be a minimum of four inches (4") in diameter. The total core thickness and the thickness of each component hot mix asphalt mixture contained therein will be determined in accordance with Section 990, NJDOT B-4.

When variations in total thickness cause more than 25% of the areas of a lot to be less than the governing acceptance limit shown in table 404-4, the lot is unacceptable and shall be removed and replaced or overlaid. However, should the percent of lot deviating from the thickness acceptance limit not exceed 45%, upon written request, the lot may be left in place without being overlaid provided that the lot payment will be reduced in accordance with Table 404-5.

The percent of lot area less than the applicable acceptance limit shall be determined from the calculated value for the term QL.

The term QL is here defined as:

$$QL = \frac{\text{AVERAGE LOT THICKNESS} - \text{THICKNESS ACCEPTANCE LIMIT}}{\text{RANGE}}$$

Where average lot thickness is the average of the total thickness measurements obtained from the five (5) lot cores and range is the absolute difference between the smallest and largest total thickness measurements obtained from the five (5) lot cores.

TABLE 404-5 REDUCTION PER LOT DUE TO NONCONFORMANCE TO THICKNESS REQUIREMENTS

QL EQUAL TO OR GREATER THAN	LESS THAN	PERCENT OF LOT AREA OUTSIDE THICKNESS ACCEPTANCE LIMIT	REDUCTION PER LOT, PERCENT (SEE Note 1)
0.30	--	0-25	NONE
0.23	0.30	26-30	5
0.17	0.23	31-35	10
0.11	0.17	36-40	20
0.06	0.11	41-45	50
--	0.06	GREATER THAN 45	(SEE Note 2)

Note 1 – Percent reductions are not applicable when the term QL is calculated to determine if the surface course complies with the minimum thicknesses.

Note 2 – Remove and replace or overlay.

The term QL shall also be calculated for the HMA surface course of each lot independently using the core thickness values for that course and a minimum thickness acceptance limit of 1¼ inches. When the QL value, so calculated, is less than 0.23 indicating that more than 30% of the surface course is outside the minimum thickness acceptance limit of 1¼ inches, the surface course in that lot shall be removed and replaced or overlaid, and any reduction for that lot based on total thickness requirements shall not be applied.

When an unacceptable lot is overlaid, the overlay shall be of the surface course mixture specified for that lot and shall be a minimum of 1½ inches thick if that mixture is hot mix asphalt surface course mix 9.5M64 Surface Course or as designated on the plans.

The overlaid or replaced lot is only that material placed up to the specified total thickness of the combined mixtures. For an overlaid or replaced lot, the quantity of material shall be determined using the computed average weight of

the mixture, the area of the lot and the difference between the specified total thickness and the average thickness of the five (5) lot cores.

Hot Mix Asphalt Walkway, 4 ½" Thick bid item is to include the removal and replacement of hot mix asphalt walkway within the limits of the perimeter walkway as shown on the plans.

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 Milling, 3" Or Less (1-1/2" Thick) shall consist of the removal and disposal of asphalt material from the track surface to a maximum depth of one and one half inches (1-1/2") by milling, 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.

Repair of Existing Track and Field Event Pavement Base (If and Where Directed) shall consist of the removal and replacement of hot mix asphalt base course, if required to repair the base, prior to the installation of Hot Mix Asphalt 9.5 M64 Surface Course. Hot Mix Asphalt 19M64 Base Course shall be installed in areas to correct base imperfections.

Hot Mix Asphalt Walkway, 4 ½" Thick shall consist of the removal and disposal of the existing asphalt walkway and the installation of new Hot Mix Asphalt Walkway, 4-1/2" Thick consisting of Hot Mix Asphalt 9.5M64 Surface Course, 1-1/2" Thick over Hot Mix Asphalt 19M64 Base Course, 3" Thick over 6" of dense graded aggregate base course per the details on the construction plans.

401.04 MEASUREMENT AND PAYMENT

This subsection is supplemented as follows:

Measurement and payment for **Hot Mix Asphalt 9.5M64 Surface Course 1-1/2" Thick** shall be made on per ton basis including all necessary requirements incidental thereto in accordance with these specifications for the cart path base.

Measurement and payment for **Hot Mix Asphalt 19M64 Base Course, 3" Thick** shall be made on a per ton basis including all necessary requirements incidental thereto in accordance with these specifications for the cart path surface.

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.

<u>Pay Item</u>	<u>Unit</u>
Hot Mix Asphalt 9.5M64 Surface Course, 1-1/2" Thick	TON
Hot Mix Asphalt 19M64 Base Course, 3" Thick	TON

END OF SECTION

DIVISION 600 – MISCELLANEOUS CONSTRUCTION
SECTION 601 – PIPE

601.01 DESCRIPTION

This subsection is supplemented as follows:

The project includes installation of eight-inch (8") and twelve-inch (12") HDPE Pipe to replace existing pipes. 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, removal of existing piping, bedding, geotextile, backfilling, connection to existing timber bulkhead, etc.

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

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 **8" HDPE Pipe and 12" HDPE Pipe** shall be on a Linear Foot basis. These items include 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, removal of existing piping, bedding, backfilling, surface restoration, utility crossing provisions, etc.

<u>Pay Item</u>	<u>Unit</u>
8" HDPE Pipe	LF
12" HDPE Pipe	LF

END OF SECTION

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, stripping and screening of topsoil and the delivery & placement of topsoil. Topsoil available on site as a result of clearing site operations shall be evaluated and screened for reuse.

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-half inch (1/2") or larger in any dimension, and other debris such as wires, cables, tree roots, pieces of concrete, clods, and lumps shall be removed.

If necessary, 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-half inch (1/2") 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.

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 lawn areas 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:

Topsoiling, 4" Thick will be measured, and payment will be made on a square yard basis. The unit price shall include all labor, materials, and equipment necessary for the furnishing and installation of Topsoiling, 4" Thick including any necessary excavation, stockpiling, screening, subgrade preparation, soil amendments, placement, rolling, dragging, dressing, and all materials and all else necessary therefore and incidental thereto will not be made; the costs will instead be included in the appropriate bid item.

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

SECTION 806 – FERTILIZING AND SEEDING

The heading of this section is 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 salt hay mulch. This includes but is not limited to the 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 ¼ inch 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:

F. 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.

G. 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.

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

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 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.

I. Mulch Seeded Areas

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

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

J. Seeding Method for sloped areas three to one (3:1) slope or greater

For all areas with a three-foot (3') horizontal to one-foot (1') vertical slope or greater shall be seeded with the Flexterra High Performance-Flexible Growth Medium (HP-FGM) material with hydro-spray equipment.

This section specifies a hydraulically-applied, 100% biodegradable, High Performance-Flexible Growth Medium(HP-FGM) that is manufactured in the United States and is composed of 100% recycled thermally refined (within a pressure vessel) wood fibers, crimped interlocking man-made biodegradable fibers, mineral activators, naturally derived crosslinked biopolymers and water absorbents. The HP-FGM is phyto-sanitized, free from plastic netting, requires no curing period and upon application forms an intimate bond with the soil surface to create a continuous, porous, absorbent and flexible erosion resistant blanket that allows for rapid germination and accelerated plant growth.

Manufacturer of the HP-FGM is PROFILE Products LLC, 800-366-1180, www.profileproducts.com or approved equal.

Establish the application rates as recommended by the manufacture and install the HP-FGM in accordance with manufacturer's specifications for Erosion Control and Revegetation. To ensure proper application rates, measure and stake area. For maximum performance, apply HP-FGM in a two (2) step process:

1. Step One: Apply fertilizer with specified prescriptive agronomic formulations and 50% of seed with a small amount of HP-FGM for visual metering.
2. Step Two: Mix balance of seed and apply HP-FGM at a rate of 50 lb per 125 gallons (23 kg/475liters) of water over freshly seeded surfaces. Confirm loading rates with equipment manufacturer. Do not leave seeded surfaces unprotected, especially if precipitation is imminent.

K. Establishment Period

Until the project is substantially completed, and accepted by the Engineer, the Contractor shall be required to maintain all turf between two inches 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.

L. 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.

M. 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.

N. Watering

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

O. 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. Provide fertilizer submittal and rate to the Landscape Architect prior to installation and notify, in writing, the Landscape Architect and Owner of date and timer fertilizer is to be applied.

P. Reseeding

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.

Q. 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.

R. Approval and Acceptance

An inspection of turf shall be made by the Landscape Architect thirty (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:

Fertilizing, Seeding and Mulching will be measured, and payment will be made on a square yard basis. The unit price shall include all labor, materials, and equipment necessary for the furnishing and installation of **Fertilizing, Seeding and Mulching**. This includes but is not limited to any necessary excavation, subgrade preparation, fertilizers, placement of mix, rolling, dragging, dressing, 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>Pay Unit</u>
Fertilizing, Seeding and Mulching	SY

END OF SECTION

DIVISION 900 – MATERIALS
SECTION 902 – ASPHALT

902.02 HOT MIX ASPHALT (HMA)

902.02.02 Composition of Mixtures

This subsection is supplemented as follows:

Composition of the mixture for the bottom layer of bituminous concrete surface course shall be coarse aggregate, fine aggregate, mineral filler and asphalt cement. The use of reclaimed asphalt pavement will not be acceptable unless otherwise approved by the Engineer.

902.02.03 Mix Design

This subsection is supplemented as follows:

Unless otherwise approved by the Engineer, only one source of supply for bituminous concrete surface course may be used on the project.

SECTION 903 – CONCRETE

903.02 CONCRETE ADMIXTURES

This subsection is supplemented as follows:

If a type F admixture is used, its chloride content shall not exceed 0.8 percent by weight of the admixture.

The use of Type F, water reducing, high range admixtures shall be in accordance with the admixture manufacturer's recommendation for the given mix design and anticipated field conditions, including the admixture dosage rate(s) and the location (plant or placement site) where it is to be introduced into the mixture. The admixture manufacturer's technical representative shall be on the project site for the first full day's production of mix containing a Type F admixture in order to recommend methods and operations based on prevailing climate and job conditions.

903.03 CONCRETE

903.03.01 Composition

This subsection is supplemented as follows:

Portland cement concrete may include fly ash, except that fly ash shall not be used for bridge structures, retaining walls, culverts or white concrete.

A water-reducing admixture (Type A) may be used. A water reducing and retarding admixture (Type D) or a water reducing admixture (Type A) and a retarding admixture (Type B) may be used when the ambient temperature reaches 75 degrees F. A water reducing, high range admixture (Type F) may be used in accordance with Tables 914-1 or 914-2 and Tables 914-3 of Subsection 914.05.

A water-reducing, high range admixture conforming to ASTM C494 type F, may be used for precast structural concrete items subject to the following restrictions:

1. The chloride content of the admixture shall not exceed 0.8% by weight of admixture.
2. The maximum acceptable slump shall be six inches (6") and the percentage of entrained air shall be 6 +/- 1 1/2%.

903.03.02 Mix Design and Verification

This subsection is supplemented as follows:

Manufacturer's certification for polyethylene sheeting shall be submitted to the Engineer prior to installation.

If the concrete producer has satisfactorily met applicable design, control and acceptance testing requirements at the batch plant and has provided automatic recordation of the various batched weights which comply with specified design criteria, slump and air content, the concrete will be presumed to be in compliance with department standards at the time of delivery. This presumption shall not waive or alter any other requirements or otherwise affect the Engineer's ability to impose pay adjustments.

903.03.05 Control and Acceptance Testing Requirements

This subsection is supplemented as follows:

A. Sampling And Testing Methods

Note – Wherever the reference to six inch (6") (diameter) X twelve inch (12") (height) compression test cylinder appears in these specifications, the use of four inch (4") (diameter) X eight inch (8") (height) test cylinders will be permitted for mix designs containing coarse aggregate sizes not exceeding a nominal maximum size of one inch (1").

C. Acceptance Testing Procedures For Slump And Air Entrainment

If the average of the two (2) test results for either slump or air-entrainment falls below the lower specification limit, a single addition of mix water (or the approved Type F admixture for those mixes containing a water reducing, high range admixture) and/or air-entraining agent will be permitted provided that this additional step can be accomplished without exceeding the time or revolution limits specified in Subsection 405.08. When an air-entraining agent is added, it shall be diluted with water prior to addition to the drum.

Following any permitted additions, the drum shall be rotated at the recommended mixing speed for a minimum of 10 and a maximum of 20 revolutions, the original test results are to be disregarded, and a single test for both slump and air-entrainment performed. Further additions of mix water or admixtures will not be permitted. If the measured values for slump and air content are not within the ranges specified in Subsection 914.05 (Tables 914-1 or 914-2) the load of concrete will be rejected and removed from the project.

D. General Acceptance Testing Requirements For Strength

If curing facilities are not provided as required, the Engineer will instruct the Contractor to provide such facilities. If, within ten (10) days of the Engineer's request, the facilities are not provided, the Contractor shall not place any concrete.

903.03.06 Tables

The following note is added at the end of Table 903-03-06-3:

Note 2 – The maximum water/cement ratio for all classes of concrete, when a Type F, water reducing, high range admixture is used in accordance with tables 903.03.06-1 and 903.03.06-2, shall be 0.40 lb/lb (4.5 gals/bag).

The following addition is made to table 903.03.06-4:

Retest limit (psi) for Class A concrete pay-adjustment is changed to 4000.

The following note is added at the end of table 903.03.06-4:

Note 6 - retest limit for non-pay adjustment roadway and structural items requiring the use of class B, white concrete, shall be 3000 psi.

SECTION 919 – MISCELLANEOUS

919.08 WATER

This subsection is supplemented as follows:

Water used in mixing or curing shall be clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product. Water will be tested in accordance with and shall meet the requirements of AASHTO T 26. Water known to be of potable quality may be used without test. Where the source of water is relatively shallow, the intake shall be so enclosed as to exclude silt, mud, grass or other foreign materials.

The following subsection is added:

919.16 CERTIFICATION OF COMPLIANCE

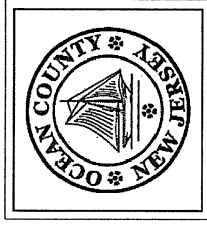
Manufacturer's certifications are required for Portland cement and shall be submitted for review by the Engineer.

END OF SECTION

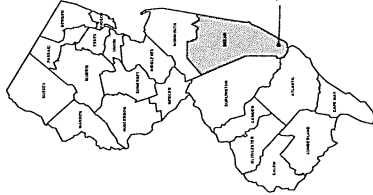
COUNTY OF OCEAN CULVERT AND CART PATH REPAIR AT ATLANTIS GOLF COURSE

BLOCK 326.100, LOTS 12.03 & 64

TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY



SEAL OF THE COUNTY OF OCEAN



TOWNSHIP OF LITTLE EGG HARBOR



SOURCE: NEW JERSEY ORTHOGRAPHIC IMAGERY 2015.

KEY MAP



SCALE: 1" = 250'

STATE OF NEW JERSEY

COUNTY OF OCEAN FREEHOLDERS

JOSEPH L. NEAR
DIRECTOR

GARY P. LITTLE
DEPUTY DIRECTOR

VIRGINIA E. HAINES
JOHN P. KELLY

PUBLIC UTILITIES	
CLAR	VERIZON WIRELESS COMPANY
TELEPHONE	VERIZON NEW JERSEY
WATER/SEWER SUPPLY	LITTLE EGG HARBOR MUNICIPAL UTILITIES AUTHORITY
ELECTRIC SUPPLY	NEW JERSEY ELECTRIC CITY ELECTRIC
CABLE	AT&T

NOTE:
PRIOR TO ANY EXCAVATION, CONTRACTOR MUST HAVE ALL UTILITIES MARKED OUT
BY THE APPROPRIATE UTILITY COMPANIES > 480-275-6989 OR 811.

INDEX OF DRAWINGS

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4	PLAN VIEW OF EXISTING AND PROPOSED CART PATH	-
5	CONSTRUCTION DETAILS PLAN	-
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COUNTY OF OCEAN CULVERT AND CART PATH REPAIR AT ATLANTIS GOLF COURSE

BLOCK 326.100, LOTS 12.03 & 64
TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY

COVER SHEET

SUBURBAN CONSULTING
ENGINEERS, INC.



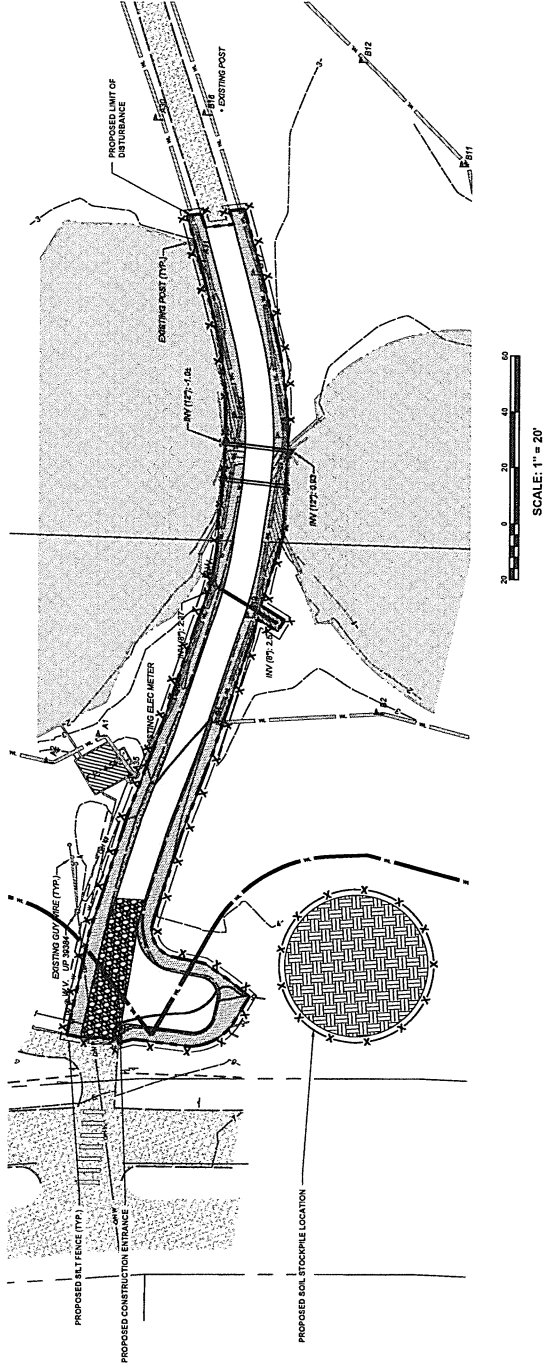
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www.suburban-engineers.com

DAREN J. PHIL, P.E.
NJ PROFESSIONAL ENGINEER
LICENSE NO. 2468391908

DATE: 4/16/2019

PROJECT NUMBER: SCE-10391-011 SHEET 1 OF 8

REVISION: A



TOTAL DISTURBANCE = 7244 S.F. (0.17 ACRES)

SEQUENCE OF CONSTRUCTION

1. MOBILIZATION AND INSTALLATION OF SOIL EROSION AND SEDIMENT CONTROL MEASURES 1 WEEK
 2. CLEARING SITE AND DEMOLITION EXCAVATION 2 WEEKS
 3. CONSTRUCTION OF ASPHALT DRIVE 1 WEEK
 4. CONSTRUCTION OF ASPHALT PATH 1 WEEK
 5. SITE RESTORATION 1 WEEK
 6. CONTROL MEASURES 1 WEEK
- TOTAL 57 WEEKS

LEGEND

- PROPOSED LIMIT OF DISTURBANCE
- PROPOSED SILT FENCE

NOTES

1. CONTRACTOR TO PROVIDE TEMPORARY CHAIN-LINK FENCE TO SECURE ACCESS TO CONSTRUCTION AND STAGING AREAS.
2. CLEAN PRIOR TO LEAVING THE PROJECT SITE.

PROJECT NUMBER: DC-15371-011	COUNTY OF OCEAN CULVERT AND CART PATH REPAIR AT ATLANTIS GOLF COURSE TOWNSHIP OF LITTLE OAK JUNCTION COUNTY OF OCEAN, STATE OF NEW JERSEY	DATE: 04/26/2018	DRAWN BY: BES CHECKED BY: RCG DATE: 04/26/2018	DATE: 04/26/2018	REVISIONS	PROJECT NUMBER: DC-15371-011	SCALE: 1" = 20'	SHEET # OF # 1 OF 1	REVISION # 1
SUBURBAN CONSULTING ENGINEERS, INC. 2000 N. J. Highway 206, Suite 101 Little Oak Junction, NJ 08043 Phone: 732-241-1111 Fax: 732-241-1112 www.suburban-engineers.com									