

# **TOWNSHIP OF MINE HILL**

10 BAKER STREET  
MINE HILL, NEW JERSEY 07803

**SPECIFICATIONS FOR DOLORES STREET ASPHALT PATH REPAIR PROJECT**

PREPARED BY:

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## **NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received by the Township Clerk of the Township of Mine Hill for "**Dolores Street Asphalt Path Repair Project in the Township of Mine Hill**". Bids will be opened and read in public at the office of the Township Clerk, Mine Hill Municipal Building, located at 10 Baker Street, Mine Hill, New Jersey on **Tuesday, October 29, 2013, at 11:00 AM prevailing time**, or as soon thereafter as the matter may be heard.

The general scope of the required work for the project is as follows:

### **BASE PROJECT:**

Specifications and bid forms may be obtained in person at Township of Mine Hill, 10 Baker Street, Mine Hill, New Jersey, 07803 upon a payment of \$40.00 for each set, said \$40.00 to cover the cost of printing of the specifications, and will not be returned.

There will be a pre-bid conference held at the site on Wednesday, October 23, 2013, at 10:00 AM. Attendance is not mandatory, but is strongly recommended. Please note that failure to attend does not relieve the bidder of any obligations or requirements.

All proposals shall be enclosed in opaque, sealed envelopes, plainly marked "**Dolores Street Asphalt Repair Project in the Township of Mine Hill**" and shall show the name and address of the bidder. Bids may be forwarded by certified mail. If mailed, the sealed envelope containing the proposal and marked as above, must be enclosed in another envelope properly addressed for mailing as follows:

Amanda G. Macchia, Township Clerk  
Township of Mine Hill  
10 Baker Street  
Mine Hill, New Jersey 07803

All bids shall be presented to the Township Clerk by the parties bidding or their agents at the place and time designated, or by mail as above. The delivery or non-delivery is the sole responsibility of the Bidder. No bids will be received after the time set forth above.

All bids must be accompanied by a security certificate guaranteeing that the successful bidder will furnish a surety corporation bond acceptable to the Township in the full amount of the bid including alternate items, a non-collusion affidavit and a certified check or cashier's check or bid bond for not less than ten (10%) percent of the amount bid including alternate items, provided said check of bond need not be more than \$20,000.00, and be delivered at the place and hour named above. The standard proposal form and the non-collusion affidavit are attached to the specifications.

The successful bidder will be required to furnish performance and payment (labor and materials) bonds, each in a sum not less than 100% of the total price for the contract awarded; and said bonds to be that of an approved surety company authorized to do business in the State of New Jersey and acceptable to the Township.

**Page 2**  
**NOTICE TO BIDDERS**  
**(Continued)**

*Bidders are required to comply with the stipulations of Chapter 127 of P.L. 1975 and any amendments thereto, regarding affirmative action. Bidders are also required to comply with the stipulations of Chapter 238 of P.L. 1999 and any amendments hereto, regarding Public Works Contractor Registration. The successful bidder shall also be required to submit an Initial Project Manning Report (A.A. 201) within three (3) days of the Notice of Award of the construction contract. If the successful bidder fails to submit said report, the Township may declare the Contractor non-responsive and award the contract to the next lowest responsible bidder.*

*This contract is subject to all of the Department of Labor Safety and Health Regulation and to the applicable provisions of the Occupational Safety and Health Act of 1970.*

*All bidders are notified that the contract will include the standard State Discrimination clause, as well as the higher of wage rates established by the Department of Labor of the State of New Jersey.*

*Bid Proposals must be submitted with ALL parts of the Bid Proposal section included.*

*No bidder may withdraw his bid within sixty (60) days after the actual date of the opening of bids.*

*Simultaneous with the submission of bids, the corporation or partnership so bidding shall furnish a statement setting forth the names and addresses of all stockholders/owners in the corporation or other entity who own ten percent (10%) or more of the stock in any class, or of the individual partners in the partnership who own ten percent (10%) or greater interest therein pursuant to Chapter 33, P.L. 1977. Bids will be rejected if they do not contain this disclosure statement.*

*The Township reserves the right to waive minor defects and informalities in any bid and to reject any and all bids, or to accept bids that are, in the opinion of the Township, in the best interest of the Township.*

*The Township reserves the right to reject any bids which exceed the available financial appropriation for this project.*

*By order of the Township of Mine Hill  
Amanda G. Macchia, Township Clerk*

## **INFORMATION FOR BIDDERS**

### **PROPOSALS**

The Township of Mine Hill, Morris County, New Jersey, herein called the municipality, invites Proposals on the forms attached hereto, all blanks of which must be filled in appropriately. The Proposal Form shall not be detached from the Contract Documents and shall be submitted with the Contract to the Township. Proposals for furnishing all materials and doing all work required for the **Dolores Street Asphalt Path Repair Project** in the Township of Mine Hill, County of Morris, New Jersey, will be received by Mine Hill Township at the Mine Hill Municipal Building, located at 23 Maple Avenue, Mine Hill, New Jersey, on **Tuesday, October 29, 2013, at 11:00 AM prevailing time.**

Proposals must be enclosed in a sealed envelope and plainly marked and shall contain the name and address of the bidder on the envelope as well as the name of the project for which the proposal is submitted. Bids may be submitted by certified mail/return receipt requested. The Township will not assume responsibility for proposals forwarded through the mail if lost in transit.

The Township may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities therein, or reject any or all proposals. Any proposals may be withdrawn prior to the above scheduled time for the opening of Proposals or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. No bidder may withdraw a proposal within sixty (60) days after the actual date of opening thereof. Unit prices bid in the proposal shall be maintained until the project is complete and accepted by the Township.

### **PLANS AND SPECIFICATIONS**

Copies of the Plans and Specifications may be seen at the Mine Hill Township Municipal Building, 10 Baker Street., Mine Hill, New Jersey. Specifications and bid forms may be obtained in person starting Tuesday, October 15, 2013, at Township of Mine Hill, 10 Baker Street, Mine Hill, New Jersey, 07803 upon a payment of \$40.00 for each set, said \$40.00 to cover the cost of printing of the specifications, and will not be returned.

### **PREPARATION OF PROPOSAL**

Proposals must be submitted on the prescribed forms. All blank spaces for unit prices, extended totals, summation and lump sums on the Proposal forms must be completed in ink or typewritten. Any erasures or other physical changes in the bid shall be signed or initialed by the bidder. **Any omission in the Proposals, including prices for any Alternate items, shall be just cause for rejection.** If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used. The bidder shall provide all information indicated. Failure to provide the information indicated constitutes an

*informality in the proposal rendering it subject to rejection by the Township.*

*For the particulars as to the quantity and quality of supplies, materials, and equipment to be furnished concerned with the nature and the extent of work or labor to be done, prospective bidders are referred to the specifications and contract documents.*

*Failure upon the part of the bidder to whom contract is awarded to execute the contract in the manner required and to furnish the required bond properly executed, shall be just cause for the annulment of the award. It is understood and agreed by the bidder that in the event of annulment of the award of contract, the amount of guaranty deposited with the proposal shall become the property of the Township, not as a penalty, but as liquidated damages.*

*A consent of Surety shall accompany each bid and shall be in the form indicated in the proposal, giving the written consent of the Surety Company for the sum of the contract price named in the proposal for faithful performance of said contract. The statement shall contain the qualifications of the Surety Company and shall be signed by the Attorney-in-Fact. Each surety instrument offered in connection with this contract shall be accompanied by an appropriate and properly dated and executed power of attorney. Each surety shall furnish a current statement of financial condition to verify that the total value of the bonds required will be within the maximum amount specified for that company pursuant to N.J.S.A. 17:18-9.*

### **QUALIFICATION OF BIDDERS**

*After the opening of bids and when directed by the Township the Bidder must submit a sworn statement setting forth such information as the Owner may require concerning his financial condition, present and proposed equipment, the personnel and qualification of his working organization, prior experience and performance record. The Township reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Township 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.*

*The Township may, by resolution and subject to the terms of the Local Public Contracts Law, disqualify a bidder who would otherwise be determined to be the lowest responsible bidder, if the Township finds that it has had a prior negative experience with the bidder.*

### **DISQUALIFICATION OF BIDDERS**

*More than one proposal from an individual, a firm, a partnership, a limited liability company, a corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated shall cause the rejection of all proposals in which such bidder is interested.*

*The bidder shall complete the non-collusion affidavit attached hereto, giving sworn statement 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 work.*

*A proposal in which the unit and lump sum bid prices appear, in the judgment of the Township, to constitute an unbalanced bid for the work, may be rejected.*

*The Township reserves the right to reject any and all proposals which show any omissions, alterations in form, additions not called for, conditional or alternate bid, or irregularities of any kind, or to waive any informalities in the Proposal received and to accept the proposal deemed most favorable to the interest of the Township.*

### **REJECTING OR ACCEPTING PROPOSALS**

**Comparison of proposals will be made on the basis of the Base Bid for the project including all Alternates, if Alternates are awarded by the Municipality. If the Township does not award any Alternates, the comparison of proposals will be made on the basis of the Base Bid for the project only.** *The estimates of quantities given in the proposal are for the purpose of arriving at a total project bid for the contract to make comparison in awarding the work. The amount of work indicated in the proposal is not guaranteed and the Township reserves the right to delete any item.*

*In the event there is a discrepancy between the numerical unit price and the written unit price, the written unit price shall prevail. If there is a discrepancy between the unit price and the extended total, the unit price shall prevail and a new extended total shall be computed by the engineer. The computation will result in a new summation of the extended total or amount bid. When the summation of extended totals (total amount bid) is in error, the extended totals shall govern and the new summation computed by the Engineer shall be accepted as the total amount bid.*

*The bidder shall sign his proposal correctly. If the Proposal is made by a corporation or limited liability company, it must be signed by a person authorized to sign such a document and show the name and address of the corporation or limited liability company. Proposals must be accompanied, in cases of corporations not chartered in New Jersey, by proper certificate that such corporation is authorized to do business in the State of New Jersey.*

*If the proposal is made by a partnership, at least two (2) partners must sign the proposal and the proposal must show the name and address of the partnership. Furthermore, in the event the proposal is submitted by a partnership, each partner must be listed on the bid proposal.*

*Furthermore, the Township reserves the right to reject any bid which exceeds the available financial appropriation for this Project.*

## **EQUAL BIDS**

*When two or more bids are equal and are the lowest responsible bids, the Township may award the Contract to the bidder whose bid, in the discretion of the Township, is the most advantageous, price and other factors considered. The resolution of award shall explain why the bidder selected is the most advantageous.*

## **PROPOSAL GUARANTY**

*Each Proposal must be accompanied by a Proposal Guaranty in the form of a certified or cashier's check or bid bond, made payable to the Township, in the amount of ten (10%) percent of the total price in the Proposal for the base bid items, but in no case in excess of \$20,000.00.*

*It is understood that either type of bid security shall be retained by the Township as liquidated damages if bidder fails to enter into an agreement with the Township in accordance with further terms of these "Information for Bidders". All checks and bid bonds will be returned to respective bidders within three (3) business days after proposals are acted upon, except those which the Township elects to hold until the successful bidder has executed the contract. All bid security, except that of the apparent lowest bidder, shall be returned within ten (10) business days of the opening of the bids.*

*In the event that the successful bidder fails to execute the contract upon his part or to furnish satisfactory surety upon the bond, the Township, after declaring forfeited the security deposit of such Bidder, reserves the option to accept the bid of any other bidder within ten (10) days from such default, in which case such acceptance shall have the same effect to such Bidder as though he were the originally successful bidder.*

## **BIDDERS TO EXAMINE CONTRACT DOCUMENTS AND SITE**

*There will be a pre-bid conference held at the site on Wednesday, June 12, 2013 at 10:00 am. Attendance is not mandatory, but is strongly recommended. Please note that failure to attend does not relieve the bidder of any obligations or requirements.*

*All bidders shall carefully examine the site of the project, the contract documents and other information prior to submitting bids. The contract documents are not to be construed as an averred representation or warranty of existing conditions. Bidders shall make such independent investigation and examination as necessary to satisfy the bidder as to the conditions to be encountered in the performance of the work and the type of equipment and operations required to perform the work. No plea of ignorance of conditions will release the Contractor from fulfilling the requirements of the plans and specifications in every detail, nor be accepted as a basis for claims for extra compensation.*

*The submission of a proposal shall be considered prima facie evidence that the bidder has made such independent investigation and examination, and is fully aware of the*

*requirements of the contract documents, including all restrictions. Further, the bidder warrants that the proposed contract prices in the proposal include all costs to complete the work.*

*The bidder acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, ground water table or similar physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the work and all other matters which can in any way effect the work or the cost thereof under this contract. Any failure by the bidder to acquaint himself with all the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulty of cost of successfully performing the work at the prices shown in the proposal.*

### **STRUCTURES AND UTILITIES**

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

*Attention is particularly directed to the fact that the locations, elevations and sizes of utilities and other structures shown on the contract drawings are not warranted to be even approximately correct, nor can they be assumed to be the only structures which may be encountered in the work.*

*The Contractor shall make all necessary supplemental investigation, and shall have no claims for damages due to structures or utilities encountered in locations other than shown on the contract drawings.*

*The Contractor shall comply with all rules and regulations applicable to work on or in the proximity of utilities.*

### **BIDDERS REFERRED TO LAWS**

*The attention of the bidders is especially directed to the provisions of Federal, State, County and Municipal laws, statutes and regulations that may apply to the work, including particularly the safety regulations of the State Labor Board. Such provisions refer to obstruction of streets, maintaining of signals, storing and handling of explosives, etc. Particular note is to be taken, also, of those provisions affecting the Contractor or his employees in prosecution of the work or his relation to a political subdivision or person. All pertinent laws, statutes, ordinances and regulations shall be obeyed and complied with.*

*Particular attention is directed to Chapter 37 of the Laws of 1988, N.J.S.A. 10:2-1*

*concerned with discrimination in employment on public works or purchases, the provisions of which shall be considered a part of this Contract.*

*The lowest responsible bidder, to whom the Contract may be awarded, shall be required to comply with Affirmative Action requirements pursuant to Chapter 127 of the laws of 1975 and with the mandatory regulatory language in Exhibit B (appended hereto).*

*Also, the contractor should note the provisions set forth under N.J.S.A. 40A:11-1 et seq., regarding subcontractors. (See "Identification of Subcontractors" under this Section and also the listing of subcontractors form under the Proposal Section of these contract documents).*

*Bidders are required to comply with the requirements of the Public Works Contractors Registration Act. No contractor may bid unless registered and no contractor may list a subcontractor in the bid proposal unless the subcontractor is registered at the time the bid is made. The successful bidder must supply the Township with the Certificate(s) of Registration with the bid proposal. If the successful bidder fails to supply the Township with the necessary documentation, the Township may declare the bidder non-responsive and award the contract to the next lowest responsible bidder.*

*All employees directly employed on this work shall be paid the recognized prevailing rate in this area for each type of work, as required by law. The list of current minimum prevailing wages are included in this contract document.*

*In accordance with P.L. 2004, Chapter 57, the successful bidder and any subcontractor retained for the project shall collect and remit to the Director of the Division of Taxation in the Department of Treasury, the tax due pursuant to the "Sales and Use Tax Act" (N.J.S.A. 54:32B-1 et seq.) On all their sales of tangible personal proper delivered into this state.*

### **EXECUTION OF AGREEMENT**

*The Bidder to whom a contract is awarded shall execute the contract and bond(s) required within ten (10) days after the contract has been forwarded to him for execution by the Township. Should the Bidder fail to execute and deliver the contract and bond(s) within the time above mentioned, the Township may thereupon, in his discretion, declare the bid forfeited and may either award that contract to the next lowest Bidder or readvertise that contract for new proposals, in which case the Bidder will pay, without proof of notice or demand to the Township:*

- 1. The expense of reletting the contract; and*
- 2. Any difference between the sum which the said Bidder would have been entitled to receive upon the completion of the contract if awarded to him and*

*the sum which the Owner may be obliged to pay to the person or persons by whom the contract shall be finally executed, provided the latter sum is greater, using the same specifications as the basis for comparison.*

### **INCORPORATION OF BID SPECIFICATIONS**

*The Notice to Bidders, Instruction to Bidders, General Conditions, and all other documents which are part of these specifications, shall apply to the entire specification and to any part thereof, and SHALL BE PART OF THE CONTRACT. The division of the specifications into sections and paragraphs is for convenience only, not necessarily an accurate division.*

### **START OF CONSTRUCTION**

*The Contractor to whom the Contract is awarded shall begin work within Twenty-one (21) days of the Notice to Proceed in accordance with the provisions in the General Conditions Section, entitled, "Rate of Progress and Time of Completion".*

### **ACCEPTANCE OF BID AND AWARD**

*Award, if made, will be to the lowest responsible bidder whose proposal conforms in all respects to the requirements stated herein within sixty (60) days after opening of bids. The award shall not be binding upon the Township until the contract has been fully executed, nor shall any work be performed on the proposed contract until the Township has accepted and approved properly executed contract documents and has issued a Notice to Proceed. If for any reason the Township is unable to make an award within such sixty (60) days it shall be lawful for the Township and each of the lowest Bidders to agree upon an extension not exceeding an additional thirty (30) days.*

### **BUY AMERICAN**

*In accordance with N.J.S.A. 40A:11-18, Chapter 107, P.L. 1982, only manufactured products of the United States, wherever available, shall be used in this project.*

### **AFFIRMATIVE ACTION REGULATIONS**

*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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 or sex;*

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

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

*When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by*

### **AFFIRMATIVE ACTION REGULATIONS (Continued)**

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

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the*

*contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. 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 the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.*

- (B) *If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved 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 consistent with the applicable county employment goals:*

**AFFIRMATIVE ACTION REGULATIONS (Continued)**

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

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

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

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

*(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal*

*statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;*

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

**AFFIRMATIVE ACTION REGULATIONS (Continued)**

*(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.*

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

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

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

**AFFIRMATIVE ACTION REGULATIONS (Continued)**

*(C) The contractor or subcontractor agrees that nothing contained in (B) above shall*

*preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.*

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

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

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

### **INTERPRETATION OF CONTRACT DOCUMENTS**

*No oral interpretations of the meaning of the contract documents or as to anything to be done by the successful contractor or as to any other matter will be made to any bidder. Every request for an interpretation shall be in writing, addressed to Fox Architectural*

*Design, PC, 546 State Route 10, Ledgewood, NJ 07852 (facsimile 973 970-9356, email: bids@foxarch.com). Inquiries received ten (10) or more days, Saturdays, Sundays, and Legal Holidays excepted, prior to the date fixed for the opening of bids, will be given consideration. The last date for the bidders to submit written Requests for Information will be Monday, June 17, 2013. Any and all such interpretations and any supplemental instructions shall be in the form of written addenda to the specifications. Such addenda shall be on file in the Township Offices. Furthermore, in accordance with N.J.S.A. 40a:11-23c.(2), a provision of the New Jersey Local Public Contracts Law, Notice of Revisions or Addenda to Advertisements or Contract Documents shall be provided by the Township no later than seven (7) days, Saturdays, Sundays, or Holidays excepted, prior to the date for acceptance of bids, to any person who has submitted a bid or who has received a bid package in any of the following ways:*

- (i) In writing by certified mail, or*
- (ii) By certified facsimile transmission, meaning that the sender's (Architect's) facsimile machine produces a receipt showing date, and time of transmission and that the transmission was successful, or*
- (iii) By a delivery service that provides certification of delivery to the sender (Architect).*

*However, in accordance with N.J.S.A. 40A:11-23, a provision of the New Jersey Local Public Contracts Law, failure to obtain a receipt when good faith notice is sent or delivered to the address or telephone facsimile number on file with the Township shall not be considered failure by the Township to provide notice. Any addenda so issued shall become part of the Contract Documents. Failure of any bidder to receive such addenda shall not relieve the bidder from any requirements thereunder. The Township will not be responsible for any other explanations or interpretations of the Contract Documents which anyone may presume to make on behalf of the Township.*

### **PERFORMANCE, LABOR AND MATERIAL BONDS**

*Within ten (10) days after award of contract, successful bidders shall obtain, pay for, and deliver to the Township, a Performance Bond and a Labor and Materials Bond, each for 100 percent of the Contract sum, including Alternate Items if these items are included in the contract award. The performance bond and the Labor and Materials bond shall be satisfactory to the Township, and executed by a responsible surety company with a rating of "A" or better as determined by the Best Rating System and licensed to do business in the State of New Jersey. The performance bond shall be in accordance with N.J.S.A. 2A:44-143 to 147 and all amendments thereto and supplements thereto.*

*The surety company issuing the performance bond shall have the minimum surplus and capital stock or net cash assets required by N.J.S.A. 17:17-6 or N.J.S.A. 17:17-7 whichever is appropriate at the time the invitation to bid is issued. Furthermore, the surety company, with respect to the issuance of the performance bond, must expressly*

*comply with all of the provisions contained in N.J.S.A. 2A:44-143(b) with respect to the requirement concerning the holding of a current Certificate of Authority, issued by the United States Secretary of the Treasury pursuant to 31 U.S.C. § 9305, that is valid in the State of New Jersey as listed annually in the United States Treasury Circular 570.*

*Moreover, with respect to the issuance of the performance bond, the surety company must submit the statutorily required Surety Disclosure Statement and Certification, required by N.J.S.A. 2A:44-143(d), and furthermore, must meet all of the requirements of the Commissioner of Insurance of the State of New Jersey with respect to issuance of performance bonds for construction projects involving public funds.*

*The contractor or contractors to whom the contract is awarded shall also provide a second bond for 100 percent of the amount of the contract price in satisfactory legal form of a surety company or companies with a rating of "A" or better as determined by Best Rating System 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 Township for the protection of all persons furnishing materials or labor for the construction of this contract to the Contractor or any subcontractors, said materials and the labor bond to be in the form required by Chapter 2A:44-143 to 147, N.J.S.A. and amendments thereto and supplements thereto, said bond shall not 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 contractor or persons primarily liable for the payment thereof, or by the surety on said bond.*

### **PERFORMANCE, LABOR AND MATERIAL BONDS (Continued)**

*The surety company issuing the payment bond shall have the minimum surplus and capital stock or net cash assets required by N.J.S.A. 17:17-6 or N.J.S.A. 17:17-7, whichever is appropriate, at the time the invitation to bid is issued. Furthermore, the surety company, with respect to the issuance of the payment bond, must expressly comply with all of the provisions contained in N.J.S.A.2A:44-143(b) with respect to the requirements concerning the holding of a current Certificate of Authority, issued by the United States Secretary of the Treasury pursuant to 31 USC § 9305, that is valid in the State of New Jersey as listed annually in the United States Treasury Circular 570.*

*Moreover, with respect to the issuance of the payment bond, the surety company must submit the statutorily required Surety Disclosure Statement and Certification by N.J.S.A. 2A:44-143(d), and furthermore, must meet all of the requirements of the Commissioner of Insurance of the State of New Jersey with respect to issuance of performance bonds for construction projects involving public funds.*

*Such bonds shall be in form as attached hereto and made a part hereof, or other such forms found acceptable to the Township Attorney, and shall bear same date as, or dates subsequent to, the date of the Contract. Said bonds shall assure fulfillment of Contract, in all its provisions, including any additions, deductions, or other modifications to the Contract, or full reimbursement to the Township for all expenses incurred by him in*

*making good any default as well as the payment of all materialmen, suppliers and laborers. These bonds shall also contain a waiver of notice being required of alterations, additions, deductions, extension of time, or other modifications of Contract, as ordered.*

### **MAINTENANCE BOND**

*The Contractor shall post a maintenance bond in the amount of one-hundred percent (100%) of the contract for a period of one (1) year after the issuance of a Final Certificate of Completion. This is a guarantee that all the materials and workmanship provided are satisfactory for the performance intended, and shall guarantee that the Contractor shall make good all defects without cost to the Township. Said bond shall be with a corporate surety approved by the Owner and shall be substantially in the form included in the Contract Documents, and must stipulate that any change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or in the specifications accompanying same shall not affect the surety's obligation for the bond, and must further provide for a waiver of notice of same.*

### **INDEMNIFICATION**

*The Contractor agrees that it shall defend, indemnify, and save harmless the Township, its officers, agents, servants and employees, and each and every one of them against and from all damages to which the Township or any of its officers, agents or servants and employees may be put (including attorney's fees and professional fees) through the negligence of the said Contractor or through any improper or defective machinery, implements, or appliances, used by said Contractor in the aforesaid work, or through any act or omission on the part of the said Contractor or its agents, employees or servants.*

### **EXTENSION OF TIME**

*Should the Contractor be delayed in the prosecution or completion of the work by the act, neglect or default of the Owner or any other Contractor employed by the Owner under the work, or any damage caused by fire, or other casualty, for which the Contractor is not responsible, or by the combined action of workmen, in no way caused by or resulting from default or collusion on the part of the Contractor (burden of proof being the Contractor's), or abnormal weather conditions, then the time fixed for completion of the work will be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid, which extended period shall be determined and fixed by the Owner, but no such allowance will be made unless a claim therefor is presented in writing to the Owner within forty-eight (48) hours of the occurrence of such delay, and then only when approved in writing by the Owner.*

### **EXTENSION OF TIME NOT A WAIVER**

*Any extension of time beyond the date fixed for completion or the doing and acceptance of any part of the work called for by the Contract shall not be deemed a waiver by the Owner of its right to annul or terminate the Contract for abandonment or*

*delay in the manner provided for by the terms of the Contract, nor relieve the Contractor from full responsibility.*

## **PAYMENTS**

*Progress payments will be made on a monthly basis for the work to Fire Company #1 which are completed in the month prior to billing. Failure of the contractor to deliver a monthly invoice in a timely fashion for the completed renovations will be proper cause for withholding the monthly payment and requiring compliance in accordance with the payment schedule.*

## **INSURANCE**

*The Contractor must furnish to the Fire District Certificates of Insurance as required under this paragraph, valid and in effect for the duration of the contract within ten (10) days after award of the contract. The Contractor shall not commence work until such insurance has been accepted by the Owner. Further, the Contractor shall not allow any sub-contractor to commence work on his sub-contract until the required insurance of the sub-contractor has been obtained and accepted by the Owner.*

*The Contractor shall pay on behalf of, defend and save harmless, the Township of Mine Hill,, its employees and all officials, from and against all losses, claims, demands, payments, suites, 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 Worker'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, Engineer and their agents from any and all liability of whatever nature arising from the work to be performed under the Contract, including attorney's fees and costs in connection with the defense of such claims. The certificate of insurance furnished by the Contractor shall spell out specifically that the above indemnification is guaranteed by the policy and the Township must be named as additional insured on the general liability and automobile liability policies.*

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

(a) Workmen's compensation and employer's liability insurance. The Contractor shall take out and maintain during the life of this contract adequate workmen's compensation and employer's liability insurance for all employees employed in connection with the work, and in case any work is sublet, the Contractor shall require each subcontractor similarly to provide workmen's compensation and employer's liability insurance for the employees of the latter, unless such employees are covered by the protection afforded by the Contract. Employee's liability insurance shall have limits not less than \$500,000.00 per accident, or for disease \$100,000.00 per claim.

(b) Public personal injury liability and property damage liability, including contingent liability and contractual liability and independent contracts.

Any one occurrence	\$1,000,000.00
Annual aggregate	\$3,000,000.00

(c) Automobile liability insurance:

Per occurrence limit of	\$1,000,000.00
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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. All of the Contractor's insurance coverage shall contain a clause indemnifying and saving harmless the Owner, Engineer and their agents from any 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 and the Fire District must be named as an additional insured under the general liability and automobile liability policies.

The insurer must issue an endorsement naming the Fire District, its employees, officials, authorized agents and representatives as additional insured on all the policies described in the Certificate of Insurance.

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 Township Attorney before cancellation of prior insurance becomes effective. Failure to comply is cause for breach of Contract.

## **CONTRACTOR'S DISCLOSURE**

*All Corporations, Partnerships or other entity bidding on this Contract shall submit simultaneously with the bid, a statement setting forth the names and addresses of all stockholders/owners in the Corporation, Partnership or owner of entity who own ten percent (10%) or more of its stock of any class or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein as the case may be. If one or more such stockholder or partner is itself a Corporation, Partnership, or other entity the stockholders holding ten percent (10%) or more of the Corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that Partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner exceeding the ten percent (10%) ownership criteria established in this act has been listed.*

## **NEW JERSEY PREVAILING WAGE ACT**

*The Contractor shall fully comply with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963 effective January 1, 1964, as amended by Chapter 64 of P.L. 1974. The Contractor shall, as ascertained from the Commissioner of Labor and Industry, pay the prevailing wage rate in the locality in which the contract is to be performed for each craft or trade needed to perform the contract.*

*All provisions of Chapter 150, P.L. 1963 as amended by Chapter 64, P.L. 1974 and the clauses required by Chapter 150, P.L. 1974 shall be deemed to be included herein. It will be the responsibility of the Contractor to comply with these wage rates as set forth by this law.*

## **NON-DISCRIMINATION**

*The Contractor shall fully comply with the New Jersey Non-Discrimination in Employment Statutes, N.J.S.A. 10:2-1 through 10:2-4 and the Rules and Regulations adopted pursuant thereto effective October 5, 1966. Requests for information or material may be addressed to: Division of Civil Rights, 52 West State Street, Trenton, New Jersey 08608.*

## **AFFIRMATIVE ACTION LAW**

*During the term and in the performance of this Lease Agreement, the Contractor agrees, pursuant to N.J.S.A. §10:5-31 et seq. and the related rules and regulations, as follows:*

- 1. 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 or sex. Except with respect to affectional or sexual orientation, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;*

*2. 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 or sex;*

*3. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or 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.*

*4. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.*

*The following additional requirements apply to goods and services Contractors and subcontractors that are not performing under an existing Federally approved or sanctioned Affirmative Action Program pursuant to N.J.A.C. 17:27-4.1 et seq.:*

*1. The Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C.*

17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

2. The Contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

3. The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

4. The Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The following additional requirements apply to construction Contractors and subcontractors that are not performing under an existing Federally approved or sanctioned Affirmative Action Program pursuant to N.J.A.C. 17:27-7.1 et seq.:

1. When hiring workers in each construction trade, the Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Affirmative Action Office may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by (b)1, 2 and 3 below, as long as the Affirmative Action Office is satisfied that the Contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. The Contractor or subcontractor

agrees that a good faith effort shall include compliance with the following procedures:

a. If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three days of the contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c.127, as supplemented and amended from time to time.

b. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five days prior to the commencement of construction work, the Contractor or subcontractor agrees to attempt to hire minority and female workers directly, consistent with the applicable employment goal.

c. If the Contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the Contractor or subcontractor agrees to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (c) below; and the Contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.

2. If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (b) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

a. To notify the public agency compliance officer, Affirmative Action Office, and at least one approved minority referral organization of its manpower needs, and request referral or minority and female workers;

b. To notify any minority and female workers who have been listed with it as awaiting available vacancies;

c. Prior to commencement of work, to request the local construction trade union, if the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;

d. To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

e. If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the Contractor or any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975, c. 127;

f. To adhere to the following procedure when minority and female workers apply or are referred to the Contractor or subcontractor:

1. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the Contractor or subcontractor shall determine the qualifications of such individuals and if

*the Contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards, provided however, that a Contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any workers skills and experience classification determination which may have been made by a public agency compliance officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that, if necessary, the Contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these rules. All of these requirements, however, are limited by the provisions of (d) below.*

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

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

*g. To keep a complete and accurate record of all requests made for the referral of workers in*

*any trade covered by the contract, on forms made available by the Affirmative Action Office and submitted promptly to that office upon request.*

*3. The Contractor or subcontractor agrees that nothing contained in "c" above shall preclude the Contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall arrangement, an, 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; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to (c) above without regard to such agreement or arrangement; provided further, however, that the Contractor or subcontractor shall not be required to employ female and minority 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 workers 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 "c" above, it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.*

*4. The Contractor agrees to complete an Initial Project Workforce Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three days after signing a construction contract; provided, however, that the public agency may extend in a particular case the allowable time for submitting the form to no more than 14 days; and to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Affirmative Action Office and to the public agency compliance officer. The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.*

*Contractor agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.*

*Contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county reemployment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.*

*Contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.*

*Contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.*

*Contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sexual orientation or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.*

*Contractor shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).*

### **CONSTRUCTION SAFETY ACT**

*The Contractor and/or subcontractors shall at all times comply with the latest applicable State laws pertaining to Safety of Workers in the Construction Field. The Contractor and/or subcontractor shall adhere to the Construction Safety Act, P.L. 1962, Ch. 45 (N.J.S.A. 34:5-166 et seq.)*

### **IDENTIFICATION OF SUBCONTRACTORS**

*The Contractor shall identify all subcontractors intended at the time of bidding, to be used in completion of the project. Subcontractors proposed in accordance with N.J.S.A. 40A:11-16 must be identified with the bid and used in the work.*

**FAILURE TO SUBMIT THE COMPLETED FORM ENTITLED "IDENTIFICATION OF SUBCONTRACTORS", WHICH FORM IS INCLUDED IN THE CONTRACT DOCUMENTS, WITH THE SUBMISSION OF THE BID, WILL BE CAUSE FOR REJECTION OF THE BID. IN ACCORDANCE WITH N.J.S.A. 40A:11-23.2, A PROVISION OF THE NEW JERSEY PUBLIC CONTRACTS LAW, THE LIST OF SUBCONTRACTORS IS A MANDATORY ITEM TO BE SUBMITTED AT THE TIME SPECIFIED BY THE TOWNSHIP FOR THE RECEIPT OF BIDS, AND, THE FAILURE TO SUBMIT THE LATTER COMPLETED FORM AT THE TIME SPECIFIED BY THE TOWNSHIP FOR THE RECEIPT OF THE BIDS SHALL BE DEEMED A FATAL DEFECT THAT SHALL RENDER THE BIDDER'S BID PROPOSAL UNRESPONSIVE AND CANNOT BE CURED BY THE TOWNSHIP. FURTHERMORE, THE SUBCONTRACTORS LISTED ON THE FORM ENTITLED "IDENTIFICATION OF SUBCONTRACTORS MUST BE UTILIZED BY THE SUCCESSFUL BIDDER FOR THIS PROJECT, AND THE TOWNSHIP WILL NOT PERMIT ANY CHANGES AND/OR SUBSTITUTIONS TO THE SUBCONTRACTORS DESIGNATED ON THE FORM ENTITLED "IDENTIFICATION OF SUBCONTRACTORS".**

#### **IDENTIFICATION OF SUBCONTRACTORS (Continued)**

*The Contractor must provide identifying information and expiration dates for required licenses and permits of each designated Subcontractor, and copies of those document should be attached to the form entitled "IDENTIFICATION OF SUBCONTRACTOR." If the bidder does not intend to subcontract various parts of the work involving regulated trades, the bidder must provide data and copies of documents to verify the Bidder's qualifications to perform the work. Failure to provide any of the foregoing will result in rejection of the bid by the Township.*

#### **ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENT FORM**

*In accordance with N.J.S.A. 40A:11-23.1a, a provision of the New Jersey Public Contracts Law, the Bidder shall complete the form entitled "ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM," as contained in the Proposal Section of these Contract Documents, and this form must be completed by the Bidder, signed by the Authorized Representative of the Bidder, with the printed name and title of the Authorized Representative, dated by the Bidder and submitted by the Bidder at the time of the Bidders's submission to the Township.*

#### **BID DOCUMENT SUBMISSION CHECKLIST**

*In accordance with N.J.S.A. 40A:11-23.1, a provision of the New Jersey Local Public Contracts Law, the Form entitled "BID DOCUMENTS SUBMISSION CHECKLIST," as contained in the Proposal Section of these Contract Documents, consisting of two (2) Pages, must be initialed by the prospective Bidder, signed by the Authorized Representative of the Bidder, dated and, furthermore, must be submitted by the bidder at the time specified by the Township for the receipt of the Bids for this Project.*

**THIS FORM IS A MANDATORY FORM AND MUST BE SUBMITTED BY THE BIDDER AT THE TIME SPECIFIED BY THE TOWNSHIP FOR THE RECEIPT OF THE BIDS. FURTHERMORE, IT IS IMPERATIVE THAT THE BIDDER INITIAL EACH ITEM SUBMITTED WITH THE BID. THE LATTER FORM, WHICH LISTS EACH OF THE ITEMS TO BE SUBMITTED WITH THE BID PROPOSAL AND A PLACE FOR THE BIDDER TO INDICATE, BY INITIALING EACH ENTRY, THAT THE BIDDER HAS INCLUDED THOSE REQUIRED FORMS WITH THE COMPLETED BID PROPOSAL, TOGETHER WITH THE REQUIREMENT THAT THE BIDDER COMPLETE THE FORM AND SUBMIT IT WITH THE BID PROPOSAL IN ADDITION TO THOSE DOCUMENTARY AND INFORMATIONAL FORMS, IS EXPRESSLY REQUIRED BY N.J.S.A. 40A:11-23.1, A PROVISION OF THE NEW JERSEY LOCAL PUBLIC CONTRACTS LAW, TO FAMILIARIZE THE BIDDER WITH THESE MANDATORY REQUIREMENTS.**

**BID PROPOSAL**

**TO: TOWNSHIP OF MINE HILL**

**FOR: Dolores Street Asphalt Path Repair Project**

**FROM: \_\_\_\_\_**

*The above herein agrees to furnish and deliver all materials, labor and equipment, and perform all work in accordance with the Plans and Specifications, prepared by Township of Mine Hill for the construction of **Dolores Street Asphalt Path Repair Project**, in the Township of Mine Hill, Morris County, New Jersey.*

*The undersigned hereby declares that the only person or persons interested in the Proposal as principal or principals, is or are named below, and that no other person than herein below named has any interest in the Proposal. This Proposal is made without any connection with any other person or persons making a Proposal for the same purpose. The Proposal is in all respects fair and without collusion or fraud and that no officer or employee of the Township is, shall be, or will become, directly or indirectly, interested as a contracting party, partner, stockholder, surety or otherwise in the performance of the Contract, or in the supplies, work or business to which it relates.*

*It is further declared that the site of the work and the Contract Documents have been examined and it is also agreed that the work will be carried out and completed, if the Proposal is accepted, as specified, and will provide all the Superintendence, Labor, Material, Tools and Equipment and all else necessary therefore, and incidental thereto, for the items in the Proposal, complete in place, at the price per unit of measure for each scheduled item of work stated in the Schedule of Prices following.*

*The bidder represents to the Township that by submitting this bid, he or his agents have investigated the site and have satisfied themselves and fully familiarized themselves with all site conditions, whether above or below ground.*

**PROPOSAL (Continued)**

*Bid Proposals must be submitted with ALL parts of the Bid Proposal section included.*

*A Consent of Surety from an approved Surety Company authorized to do business in the State of New Jersey, a Plan and Equipment Questionnaire, a Non-Collusion Affidavit, a Corporate Disclosure Statement as required by PL 1977, C. 33, N.J.S.A. 52:25-24.1, a bid bond or a certified check drawn on a solvent bank in the sum of ten percent (10%) of the amount bid, provided said check or bond shall not be more than \$20,000.00, a Statement of Financial Responsibility, a Bidder's Affidavit and a Business Registration Certificate must accompany this Proposal.*

*The Bidder understands that the Township reserves the right to reject any or all bids, and to waive any informalities in the bidding.*

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

*The undersigned agrees that if awarded the aforesaid Contract, the undersigned will complete all work, including absorption of necessary overtime, since time is of the essence, on or before the timeframe listed below, or incur liquidated damages as set forth in these specifications:*

*General Construction: Forty-Five (45) days from the issuance of the Notice to Proceed*

**BID DOCUMENT SUBMISSION CHECKLIST**  
**TOWNSHIP OF MINE HILL**

**Dolores Street Asphalt Path Repair Project**

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

Required With Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted With Bid (Bidder's initials)
<input checked="" type="checkbox"/>	A bid guarantee as required by <u>N.J.S.A. 40A:11-21</u> (Bid Bond)	
<input checked="" type="checkbox"/>	A certificate from a surety company, pursuant to <u>N.J.S.A. 40A:11-22</u> (Consent of Surety)	
<input checked="" type="checkbox"/>	A statement of corporate ownership, pursuant to <u>N.J.S.A. 52:25-24.2</u> (Shareholder Disclosure)	
<input checked="" type="checkbox"/>	A listing of subcontractors as required by <u>N.J.S.A. 40A:11-16</u>	
<input checked="" type="checkbox"/>	If applicable, bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	

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

Required With Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's initials)	Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted With Bid (Bidder's initials)
<input checked="" type="checkbox"/>	A Certified Financial Statement prepared within the last twelve months	<input checked="" type="checkbox"/>	Consent of surety as to maintenance bond as required by <u>N.J.S.A. 40A:11-16.3b</u>
<input checked="" type="checkbox"/>	Consent of Surety as to a Labor and Material Payment Bond	<input checked="" type="checkbox"/>	Bidder's Affidavit
<input checked="" type="checkbox"/>	Statement of compliance with <u>N.J.S.A. 45:14C-2(h)</u> (licensed master plumber)	<input checked="" type="checkbox"/>	Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment
<input checked="" type="checkbox"/>	Affirmative Action Affidavit	<input checked="" type="checkbox"/>	Statement of Bidder's Responsibilities
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	<input checked="" type="checkbox"/>	Business Registration Certificate for Bidder and Subcontractors
<input checked="" type="checkbox"/>	Construction Schedule		

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

Name of Bidder: \_\_\_\_\_

By Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PROPOSAL (Continued)**

**ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM**

**DOLORES STREET ASPHALT PATH REPAIR PROJECT**

**TOWNSHIP OF MINE HILL**

**MINE HILL TOWNSHIP, MORRIS COUNTY, NEW JERSEY**

*Pursuant to N.J.S.A. 40A:11-23.1a., a provision of the New Jersey Local Public Contracts Law, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provision of changes in a bid proposal may be subject to rejection of the bid.*

<b>LOCAL UNIT REFERENCE NUMBER OR TITLE OF ADDENDUM/REVISION</b>	<b>HOW RECEIVED (MAIL, FAX, PICK-UP, ETC.)</b>	<b>DATE RECEIVED</b>

**Acknowledgment by Bidder:**

Name of Bidder: \_\_\_\_\_

By: Authorized Representative Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DOLORES STREET ASPHALT PATH REPAIR PROJECT**  
**BID PROPOSAL FORM**

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Federal I.D. # or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

Title: \_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail address

**DOLORES STREET ASPHALT PATH REPAIR PROJECT**  
**BID PROPOSAL FORM**

The undersigned, having examined the Documents, Specifications, Drawings, and all Addenda to said Bidding Documents entitled "Dolores Street Asphalt Path Repair Project as prepared by Township of Mine Hill, 10 Baker Street, Mine Hill, New Jersey, 07803, and having visited the site, examined all conditions affecting the work, and in compliance with the Instruction to Bidders, hereby proposes and agrees to furnish all labor, materials, equipment, services and appliances, to perform all operations necessary for the completion of all work in strict accordance with the Bidding Documents and agrees to assume all of the duties and liabilities of the Contractor.

**BASE BID:**

The Township will award to the lowest responsible bidder based upon the following Base Bid (subject to the bidder meeting all other requirements in these specifications). The Township also reserves the right to reject all bids as per the stipulations in these specifications.

*(Include ALL amounts for general construction, electrical work, finishes, utilities, etc... for a complete final renovation as per the contract documents). Note: Where written words and numbers do not agree, written words shall prevail.*

**General Construction** - Base Bid \_\_\_\_\_ Dollars (\$) )

*The following cost breakdown figures must be submitted for each line item. Do not combine two or more line items onto a single line item. PLEASE NOTE THAT THESE AMOUNTS ARE TO BE INCLUDED IN THE BASE BID PRICE PROVIDED ABOVE.*

**CONSTRUCTION ALTERNATES:**

*Provide a separate price for each numbered construction alternate. ALSO CIRCLE IF EACH ITEM IS AN "ADD" OR A "DEDUCT" ALTERNATE.*

**UNIT PRICES:**

Should the Owner request changes in the work due to unforeseen conditions or a desired change in scope, the undersigned agrees that the following supplemental unit prices may be the basis of his compensation for additions to or deductions from the Contract Price as the case may be, for such increase or decrease in work required by such changes should the Owner determine that the Unit Price is reasonable as of the date of the requested change. Materials are those described in the Specifications.

(NOTE: All unit prices are net and include all charges for overhead, profit, taxes, insurance, etc., and shall be used both for additions to or deductions from the work.

**LIST OF ADDENDA:**

The undersigned herein states that the submitted bid includes all modifications to the contract documents as provided in subsequent addenda (if any) by the Architect. In the space below list all addenda, with the issue dates, that have been included in this bid proposal:

\_\_\_\_\_ Issue Date:\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

**FORM OF BID BOND**

**KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned**

**(Name of Principal)**

**AS PRINCIPAL, AND**

**(Name of Surety)**

**AS SURETY, are held and firmly bound unto**

**The TOWNSHIP OF MINE HILL hereinafter called the "Township" in the penal sum of**

\_\_\_\_\_ **DOLLARS,**

**for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.**

**WHEREAS, the Principal has submitted a bid dated \_\_\_\_\_,20\_\_**

**for DOLORES STREET ASPHALT PATH REPAIR PROJECT**

**TOWNSHIP OF MINE HILL, MORRIS COUNTY, NEW JERSEY**

**NOW, THEREFORE, if the Principal shall not withdraw said bid within sixty (60) days after the date of the opening of same, and if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and give such Bonds as may be specified in the Contract Documents with good and sufficient Surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such Contract and give such Bonds within the time specified, if the Principal shall pay to the Obligee the difference not to exceed the penal amount hereof between the amount specified in said Bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.**

**Form of Bid Bond**

**(Continued)**

**IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are Corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth herein below.**

**Signed, Sealed, and Dated**

**WITNESS:**

**(Principal)**

**(CORPORATE SEAL)**

**BY:**

**TITLE:**

**(Print or Type Name and Title)**

**WITNESS:**

**(CORPORATE SEAL)**

**(Surety)**

**BY:**

**(Attorney-in-fact)**

**CONSENT OF SURETY**

***KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned the***

***a corporation organized and existing under the laws of the State of***

***\_\_\_\_\_ and authorized to do business in the State of New Jersey, due hereby consent and agree with the Township that if the foregoing proposal of***

***hereinafter called the Contractor, for***

***be accepted, and a Contract for said work be awarded to said Contractor, we will, upon its being so awarded, become Surety for said Contractor and agree to be bound with said Contractor upon the terms and conditions set forth in the Proposal and Specifications and shall provide security through the issuance of not less than both a Performance Bond and a Labor and Materials Payment Bond, each to be in an amount equal to one hundred percent (100%) of the Contract price and to be conditioned so as to indemnify the Township against loss due to the failure of the Contractor to fulfill the obligations and requirements of said Contract.***

**CONSENT OF SURETY**

**PAGE 2**

***IN WITNESS WHEREOF, the undersigned Corporation has caused this Agreement to be signed by its duly authorized representative and its corporate seal to be affixed hereto.***

***Signed, Sealed and Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.***

***BY:***

***Attorney-in-fact***

***NOTE: Consent of Surety must be signed by an authorized agent or representative of the Surety Company.***

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY        )  
COUNTY OF \_\_\_\_\_ )   ss:

I, \_\_\_\_\_ of the Municipality  
of \_\_\_\_\_ in the County of

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

**I am \_\_\_\_\_ of the firm of \_\_\_\_\_ the  
bidder making the Proposal for the above named project, and that I executed the  
said Proposal with full authority to do so; that said bidder has not directly or  
indirectly, entered into any agreement, participated in any collusion, or otherwise  
taken any action in restraint of free, competitive bidding in connection with the  
above named project; and that all statements contained in said Proposal and in this  
affidavit are true and correct, and made with full knowledge that the Township of  
Mine Hill 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.)

**Subscribed and sworn to**

**before me this \_\_\_\_ day**

**of \_\_\_\_\_, 20\_\_\_\_.**

**(Also type or print name of  
affiant under signature)**

**Notary Public of**

**My commission expires \_\_\_\_\_, \_\_\_\_\_.**

**OWNERSHIP DISCLOSURE STATEMENT**

***In accordance with State law, corporate and partnership bidders on this contract must submit a statement setting forth the names and addresses of all stockholders in the corporation who own ten (10%) or more of its stock, of any class, or of all individual partners in the partnership who own a ten percent(10%) or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the names and addresses of stockholders holding ten percent (10%) or more of that corporation's stock or of the partners owning ten percent (10%) or greater interest in the partnership, as the case may be shall also be listed.***

***This requirement applies to all forms of corporations and partnerships, including limited partnerships, S corporations, limited liability companies and limited liability partnerships.***

**OWNERSHIP OF ORIGINAL BIDDING CORPORATION/PARTNERSHIP**

<b><u>NAME</u></b>	<b><u>%INTEREST</u></b>	<b><u>ADDRESS</u></b>
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	

**CORPORATE/PARTNERSHIP STOCKHOLDERS  
IN BIDDING CORPORATION OR PARTNERSHIP**

<b><u>NAME</u></b>	<b><u>% INTEREST</u></b>	<b><u>ADDRESS</u></b>
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	

**STATEMENT OF FINANCIAL RESPONSIBILITY**

1. ***Previous work of similar nature completed within the past five years.  
(List Three)***

A. ***Owner***

***Telephone Number***

***Business Address of Owner***

***Type of Work***

***Contract Price \$***

***Extra Work Required \$***

***Approximate Date of Award of Contract***

***Approximate Date of Completion***

***Name, address and phone number of Owner's Architect or Superintendent***

B. ***Owner***

***Telephone Number***

***Business Address of Owner***

***Type of Work***

***Contract Price \$***

***Extra Work Required \$***

***Approximate Date of Award of Contract***

***Approximate Date of Completion***

***Name, address and phone number of Owner's Architect or Superintendent***

**STATEMENT OF FINANCIAL RESPONSIBILITY (Continued)**

**C. Owner**

**Telephone Number**

**Business Address of Owner**

**Type of Work**

**Contract Price \$**

**Extra Work Required \$**

**Approximate Date of Award of Contract**

**Approximate Date of Completion**

**Name, address and phone number of Owner's Architect or Superintendent**

**2. Total approximate volume of work of similar nature completed within the past five years \$**

**3. General Business Reference (List two or three).**

<b><u>Name</u></b>	<b><u>Occupation</u></b>	<b><u>Business Address</u></b>	<b><u>Telephone No.</u></b>
--------------------	--------------------------	--------------------------------	-----------------------------

**A.**

**B.**

**C.**

**4. Bank Reference**

<b><u>Name</u></b>	<b><u>Address</u></b>	<b><u>Telephone No.</u></b>
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**STATEMENT OF FINANCIAL RESPONSIBILITY (Continued)**

**5. Corporate Surety**

**Name**

**Address**

**Telephone No.**

**6. Insurance Company/Companies**

**Name**

**Address**

**Telephone No.**

**7. Number of Permanently employed persons in your Organization.**

**8. Number of Additional employees contemplated for this work.**

**Signature of Bidder**

**Business Address**

**Telephone Number**

**Date**

**PLAN AND EQUIPMENT QUESTIONNAIRE**

**Submitted to**

**NAME:** \_\_\_\_\_  
(Individual)  
(Partnership)  
(Corporation)  
(Limited Liability Company)

**Principal Office**

**The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.**

- 1. In what manner have you inspected the proposed work? Explain in detail.**
  
  
  
  
  
  
  
  
  
  
- 2. Explain your plan or layout for performing the proposed work.**
  
  
  
  
  
  
  
  
  
  
- 3. The work, if awarded to you, will have the personal supervision of whom?**
  
  
  
  
  
  
  
  
  
  
- 4. Do you intend to do the roofing on the proposed work with your own forces?**

**If so, give type of equipment to be used. (Use separate form if necessary.)**

**PLAN AND EQUIPMENT QUESTIONNAIRE (Continued)**

**STATUS OF CONTRACTS ON HAND**

5. Give full information about all of your contracts, whether private or government contracts, whether prime or sub-contracts; whether in progress or awarded but not yet begun; or where you are low bidder pending formal award of contract.

OWNER	LOCATION	DESCRIPTION	ADJUSTED CONTRACT AMOUNT	AMOUNT COMPLETED AND BILLED	BALANCE TO BE COMPLETED	ESTIMATED DATE OF COMPLETION
<b>TOTALS</b>						

**PLAN AND EQUIPMENT QUESTIONNAIRE (Continued)**

6. ***What equipment do you own that is available for and intended to be used on the proposed project?***

**TABLE 1**

QUANTITY	DESCRIPTION SIZE, CAPACITY, ETC.	CONDITION	YEARS OF SERVICE	PRESENT LOCATION

7. ***What equipment do you intend to purchase or lease for use on the proposed work, should the contract be awarded to you?***

**TABLE 2**

QUANTITY	DESCRIPTION SIZE, CAPACITY, ETC.	COST TO PURCHASE	COST TO LEASE

8. ***Have you made contracts or received firm offers for all materials with price used in preparing your proposal? Do not give name of dealers or manufacturers.***

**PLAN AND EQUIPMENT QUESTIONNAIRE (Continued)**

**The undersigned hereby declare that the items of equipment in Table #1 are owned**

**by**

**and are available for and intended to be used on the Project, if**

**\_\_\_\_\_ is awarded the contract, and that**

**\_\_\_\_\_ proposes to purchase or lease for the Project the additional items of equipment stated in Table #2.**

**If awarded the contract, the undersigned will furnish certificates from the owners of leased equipment to the effect, that in case of default of contract, as set forth in Article 1.7.6, the Township has the right to take over the leased equipment for use in completing the work, as provided in Article 1.4.9 of the Standard Specifications.**

**Dated at \_\_\_\_\_ this**

**day of \_\_\_\_\_, 20\_\_.**

**Name of Organization**

**By  
Title of Person Signing**

**STATE OF**

**COUNTY OF \_\_\_\_\_ (ss):**

**, being**

**duly sworn and says that he is \_\_\_\_\_,  
of the above**

**(Name of Organization)**

**and that the answers to the foregoing questions and all statements therein contained are true and correct.**

**Sworn to before me this**

**day of \_\_\_\_\_, 20\_\_.**

**My commission expires**

**IDENTIFICATION OF SUBCONTRACTORS**

**Will any part of the Work be subcontracted?      YES ( ) NO ( )**

***Bidders shall identify all subcontractors who will be used in the work except vendors, and shall use the subcontractors listed. Furthermore, for work which requires State licenses or permits, bidders must provide license and/or permit numbers, expiration dates, and copies of the documents for all affected subcontractors. If applicable, bidders shall supply said information with respect to their own licenses and/or permits.***

***Failure to provide any of the foregoing information will result in rejection of the bid. Attach additional sheets if necessary.***

**Name**

**Address**

**Trade \_\_\_\_\_ License/Permit**

**Signature:**

***The undersigned hereby acknowledges and has submitted the above listed Mandatory Form.***

**Name of Bidder:**

\_\_\_\_\_

**By: Authorized Representative Signature:**

\_\_\_\_\_

**Printed Name and Title:**

**Date:** \_\_\_\_\_ **P-22**



**BIDDER'S BUSINESS REGISTRATION CERTIFICATE**

*Bidders and their subcontractors, if any, must comply with the provisions of P.L. 2004 c.57 (N.J.S.A. 52:32-44) and submit proof that the bidder is registered with the New Jersey Department of the Treasury, Division of Revenue, by including a copy of the Business Registration Certificate issued to the bidder and any subcontractors by the Division of Revenue in the Bid Package returned to the Township.*

*The only acceptable proof is the "Business Registration Certificate" provided by the New Jersey Division of Revenue.*

**FAILURE TO SUBMIT THE BUSINESS REGISTRATION CERTIFICATE MAY CAUSE THE BID PROPOSAL TO BE REJECTED BY THE MUNICIPALITY.**

**CERTIFICATION OF BIDDER'S STATUS ON  
THE STATE TREASURER'S LIST OF  
DEBARRED, SUSPENDED AND DISQUALIFIED BIDDERS**

**MINE HILL FIRE COMPANY #1 REPAIRS**

**State of New Jersey**

**County of**

**I, \_\_\_\_\_, of the  
,  
of \_\_\_\_\_, in 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, that I  
executed the Proposal,**

**this affidavit and all other bidding documents with full authority to do so,  
and the bidder**

**is not now at the time of submission of this bid included on the State of  
New Jersey**

**Treasurer's List of Debarred, Suspended and Disqualified Bidders.**

**By: \_\_\_\_\_**

**Date:**

**Deponent's Name**

**Deponent's Title**

**Subscribed and sworn to \_\_\_\_\_ before**

**me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

**Notary Public of New Jersey**

**NOTICE OF AWARD**

TO: \_\_\_\_\_

**CONTRACT DESCRIPTION: DOLORES STREET ASPHALT PATH REPAIR PROJECT**

**YOU ARE HEREBY NOTIFIED that the bid submitted by you on**

**\_\_\_\_\_, 2013 in the amount of \_\_\_\_\_/100 Dollars**

**(\$ \_\_\_\_\_) for the above-described contract has been accepted by**

**the \_\_\_\_\_ TOWNSHIP OF MINE HILL  
(Municipality)**

**You are required to execute the Agreement to verify your acceptance of this Contract and to furnish the requisite documents, including the Guarantees and the Certificate of Insurance, within ten (10) days after the date of this Notice. If you fail to offer responsive documents within ten (10) days from the date of this Notice, the Township will be entitled to consider all of your rights arising out of the Township's acceptance to your Bid as abandoned and as a forfeiture of your Bid Bond and the Township will be entitled to such other rights as may be granted by law.**

**Dated this \_\_\_ day of \_\_\_, 20**

**FOR THE**

**TOWNSHIP OF MINE HILL**

**BY: \_\_\_\_\_**

**TITLE:**

## GENERAL CONDITIONS

### DEFINITIONS

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

**Affiliate** means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity if it owns, directly or individually, more than 50% of the ownership interest in that entity.

**Affirmative Action** means procedures which establish hiring and employment goals, timetables, and practices to be implemented, with good faith efforts, for minority group members.

**Architect** shall mean

**Bid** or "request for proposal" means a formal process used by a contracting agency to receive offers to provide goods or services to the contracting agency. It is not the same as any informal, non-advertised process of requesting quotations from contractors.

**Township** shall mean Township of Mine Hill

**Business organization** means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof. It also includes any affiliates of the business organization. It does not include government agencies or organizations organized as non-profit entities.

**Contract Documents** consist of the Instructions to Bidders, Proposal, General Conditions, Standard Specifications, Supplemental Specifications, Contract Drawings, and Addenda, if any.

**Contract Drawings** shall mean all sketches, blueprints, plans, surveys, reproductions or drawings pertaining to the construction of the structures and appurtenances.

**Contractor** shall mean the business organization that seeks to enter, or has entered into a contract with a contracting agency, to provide goods, services, or a construction project, the cost of which exceeds 15% of the contracting unit's bid threshold.

## **DEFINITIONS**

***(Continued)***

***Extra Work shall mean any work required by the Township, which in the judgment of the Architect, involves changes, reductions, or additions to the work required by the Contract Documents.***

***Minority Group Members means persons so identified pursuant to State Law and/or State Administrative Regulations, as well as Federal Law and/or Federal Regulations***

***Municipality shall mean the Township of Mine Hill.***

***Number; Gender: Whenever in describing or referring to any person, party, matter or thing in the Contract Documents for this Project, any work importing the singular number or masculine gender is used, the same shall be understood to include and to apply to several persons or parties as well as to one (1) person or party and to females as well as males, and to bodies corporate as well as individuals, and to several matters and things as well as one (1) matter or thing.***

***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 entities working with the Contractor in accordance with the Contract Documents.***

***Suppliers shall mean a business organization that knowingly provides goods or services directly to a subcontractor or to a contractor in fulfillment of a construction contract issued by a contracting agency, where the value of the goods and services of the supplier exceeds 15% of the contracting unit's bid threshold.***

***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.***

**DEFINITIONS**  
**(Continued)**

***Written Notice shall mean notice which has been duly served when delivered to or at the last known business address of the person, firm, or corporation for whom intended, or when enclosed in a prepaid wrapper or envelope addressed to such person, firm, or corporation at the last known business address and deposited in a United States Mail Box.***

***All notices sent by mail shall be certified, and the time of receipt shall be used for the determination of any waiting period for action to be taken as called for in the Contract Documents.***

**SPECIFICATIONS AND PLANS SUPPLEMENTARY**

***The intent of the Contract Documents is to describe a functionally complete and aesthetically acceptable project to be constructed and completed by the Contractor in every detail according to the Contract Documents. Any work that may be reasonable inferred from the Contract Documents as being required to produce the intended results shall be supplied whether or not specifically called for. It is understood that only the best construction practice is to prevail and only material and workmanship of the first quality are to be used.***

***All work that may be called for in the Specifications and not shown on the Plans, or shown on the Plans and not called for in the Specifications, shall be executed and furnished by the Contractor as if described in both these ways. Should any work or materials be required which is not detailed in the Specifications or Plans, either directly or indirectly, but which is nevertheless necessary for the proper carrying out of the intent thereof; the Contractor agrees to perform that same work, implied and required, and shall furnish any such materials as fully as if they were particularly delineated or described.***

**POWERS OF THE ARCHITECT**

***All work under this Contract shall be done to the satisfaction of the Architect, who shall determine the amount, quantity, acceptability and fitness of the several items of work and materials which are to be paid for hereunder. He shall also decide all questions which may arise as to the fulfillment of the terms of the Contract by the Contractor, or as to the intent and purpose of the Contract, Plans and Specifications. The determination of the Architect in all such matters shall be final and binding upon the parties hereto. Such determination, in case any question shall arise, shall be a condition or precedent to the final settlement and payment of any amount which may be due the Contractor.***

***The Architect reserves the right to omit, increase or decrease any items within the scope of the Contract. It shall be understood that all quantities in the Proposal are approximate and subject to change during construction.***

***The Architect may make alterations in the line, grade, form and dimension of the work, or any part thereof, either before or after the commencement of the construction.***

### **CONTRACTOR'S UNDERSTANDING AND OBLIGATION**

***It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the building, and character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminarily to, and during the prosecution of the work, the general and local conditions, and all other matters which can in any way effect the work under this Contract. No verbal agreement or conversation with any principal officer, agent or employee of the Contractor, either before or after execution of this Contract, shall affect or modify any of the terms or obligations herein obtained.***

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***The Contractor shall be responsible for all parts of the work, temporary and permanent until, the project is accepted by the Township.***

### **PERMITS, LAWS AND ORDINANCES**

***The Contractor shall keep itself fully informed of all existing and current ordinances and regulations and Municipal, County, State and National Laws in any way limiting or controlling the actions, or operations of those engaged upon the work or affecting the materials supplied to or by them. It shall, at all times, observe and comply with all such ordinances, laws and regulations and shall protect and indemnify the Township, its representatives and agents against any claim or liability arising from or based on any violation of the same, and to carry appropriate employer's liability insurance and public liability insurance. It shall obtain and pay for all necessary permits and pay all fees required. The Township will waive their permit fees. Any state fees must be paid.***

### **COMPLIANCE WITH LABOR STATUTES AND RULES**

***The contractor agrees to comply with all the Laws of the State of New Jersey and the United States of America regarding labor and compensation with all labor statutes, rules, regulations, and ordinances applicable and having force of the law. The contractor in matters of non-discrimination agrees that:***

***(A) In hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or service to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or***

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*subcontractor, shall, by reason of race, creed, color, national origin, marital status, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates.*

**COMPLIANCE WITH LABOR STATUTES AND RULES (Continued)**

***(B) No contractor, subcontractor nor any person on his behalf shall, in any manner discriminate against or intimidate any employees engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such contract on account of race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.***

***(C) There may be deducted from the amount payable to the contractor by the public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provision of the contract.***

***(D) This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice of the contractor from the contracting public agency of any prior violation of the section of the contract.***

***(E) The contractor agrees to comply with all state and federal statutes, rules and regulations dealing with minimum wage rates and failure to do so shall subject the contractor to forfeiture of the contract or other penalties imposed by law.***

***(F) Contractors are responsible for subcontractor compliance.***

***(G) The contractor shall instruct his personnel to follow all safety regulations of the Occupational Safety and Health Administration (OSHA) and officials of the State of New Jersey Department of Labor and Industry. The contractor is forewarned that the regulatory agencies could impose a work stoppage if their representatives inspect the contract work and discover that safety precautions mandated by the agencies have violated.***

***(H) In the case of projects with contract exceeding \$50,000 that are part of the project, the contractor shall have an Affirmative Action Plan. The form AA-201B and/or others as it may be required by the Affirmative Action Office shall be completed by the Contractor and furnished to the Township and the Affirmative Action Office no later than (3) days after the contractor signs the contract.***

### **ASSIGNMENT OF CONTRACT**

*The Contractor shall have no right to assign this Contract, in whole or in part, nor to assign any right arising, or monies due or to grow due thereunder without formal approval of the Township.*

### **SUBLETTING**

*No part of the work embraced in this Contract shall be sublet or in any way removed from the control of the Contractor except with the written consent of the Township, but this provision shall not apply to the purchase and delivery of materials necessarily manufactured and provided elsewhere.*

### **CLAIMS FOR LABOR AND MATERIALS**

*The Contractor shall indemnify and save harmless the Township from all claims for labor done and for materials furnished under this Contract, or any alterations or modifications thereof, and shall furnish the Township with satisfactory evidence, when called for by it, that all persons who have done work or furnished materials under this Contract, for which the Township may become liable under the Laws of the State of New Jersey, have been fully paid or satisfactorily secured, and in case such evidence is not furnished, an amount necessary or sufficient within the discretion of the Township to meet the claims of the persons aforesaid shall be retained, in addition to any other moneys that are to be retained as herein specified, from the money due the Contractor under this Contract, until the liabilities aforesaid shall be fully discharged or satisfactorily secured. No waiver of any of the terms or provisions of this Contract shall be made by or in behalf of the Township except by a resolution duly adopted by said Township.*

### **CHANGES IN THE WORK**

*The Township 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 conditions of the original contract, except that any claim for the extension of time caused thereby shall be adjusted at the time of ordering such change.*

### **EXTENSION OF TIME**

*The Township 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 Architect, it may be necessary or expedient for the Township to do so.*

*The Contractor may be granted an extension of time and not be assessed liquidated*

***damages for any portion of delay beyond the Completion of Work as specified herein caused by reason beyond the control and without the fault or negligence of the Contractor, and subject to all due diligence by the Contractor to avoid and mitigate the delay. Reasons may include those noted in Section 108.11 of the STANDARD SPECIFICATIONS or by any cause which the Architect shall decide to justify the delay.***

#### **EXTENSION OF TIME (Continued)**

***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 Architect. The Architect will evaluate the facts and extent of the delay and the Architect's findings and conclusions will be final and conclusive.***

#### **VARIATIONS BETWEEN PROPOSAL AND ACTUAL QUANTITIES**

***The quantities of the various items of work to be done and materials to be furnished under this Contract, which have been estimated as shown in the Construction Documents, are approximate only and for the purpose of comparing, on a uniform basis, the bids offered for the work under this Contract; and the Township is not to be held responsible that any of the said estimated quantities shall not be found even approximately correct in the construction of the work, and the Contractor shall make no claim for anticipated profits, or for loss of profit, because of a difference between the estimated quantities of the various items of work stated in the Proposal, and the quantities actually performed, or materials actually delivered.***

#### **ACCESS TO WORK**

***The Architect and other agents and employees of the Township may, for any purpose, and its other Contractors may, for all purposes required by their Contract, enter upon the work and premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefore. Any difference or conflicts which may arise between the Contractor and other contractors or agents of the Township in regard to their work shall be adjusted and determined by the Architect.***

***Furthermore, the Township, the Architect and assistants and agents shall, at all times, have access to all places of storage where materials are being held for use under this Contract, and shall have full facilities for unrestricted inspection of such materials.***

#### **PROGRESS PAYMENTS**

***Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents.***

**Payments to the Contractor shall be based upon Work actually performed, installed and approved by the Architect and materials stored off-site, provided however, that with respect to materials stored off-site, the following conditions shall have been satisfied: (a) Owner shall be furnished with an original invoice from the material supplier certifying that the price of such materials has been paid in full by Contractor, PROGRESS PAYMENTS (Continued)**

**(b) Owner shall receive a warranty bill of sale for such materials, (c) Owner shall have received a certificate evidencing that such materials are insured against loss on an all risk basis with Owner listed as the named insured, (d) such materials shall be clearly and visibly marked and tagged so as to indicate that title thereto is vested in Owner, (e) Architect shall have inspected and approved such materials for incorporation into the Project, (f) Owner shall have received an effective waiver of all liens and rights to assert liens from the owner and lessor of the property upon which such materials are stored, (g) Owner shall have received an Affidavit from Contractor certifying that such materials will be incorporated into the work, (h) on the first One Hundred Thousand Dollars (\$100,000) due to Contractor under this Contract a retainage of ten percent (10%) shall be withheld from each payment for stored materials, in addition to the normal retainage withheld from each payment so that a total of twenty percent (20%) retainage shall be withheld for stored materials. On progress payments due Contractor over One Hundred Thousand Dollars (\$100,000) the total retainage shall be two percent (2%).**

**At least fourteen (14) days before each payment falls due, Contractor shall furnish to Architect an itemized Application for Payment in AIA format showing the value of Work performed through the end of the previous calendar month. Application for Payment shall be accompanied by a Certified List of Payroll for the work period.**

**Upon each payment to subcontractors and material suppliers, Contractor shall obtain Partial Waiver of Lien from each such subcontractor and material supplier and shall deliver such instruments to Owner prior to the next Application for Payment.**

**Contractor agrees that each Application for Payment shall be made by a duly authorized representative of Contractor and properly notarized, that it shall set forth the names and addresses of each person, firm or corporation furnishing materials or labor for the Work, the exact dollar amount of liability which has been contracted for with each person, firm or corporation and/or incurred with each such person, firm or corporation, the total disbursements made prior to the date of such Application for Payment to each such person, firm or corporation and the amounts requested by each such person, firm or corporation in that month's request for payment. Each such affidavit shall be accompanied by evidence satisfactory to Owner, that there are no liens against the Work, the Project, the property and improvements on which the Project is located, or on any funds or property owned or possessed by Owner. Failure**

**of Contractor to list the name of any person who subsequently files a lien against the Project or any other property of Owner in any Application for Payment furnished to Owner or the failure of Contractor to obtain a release of lien rights from any person, firm or corporation listed in any affidavit furnished to Owner (which person subsequently files a lien), or otherwise to protect Owner against the same, shall not absolve Contractor of its responsibilities to Owner under this Article. In lieu of the PROGRESS PAYMENTS (Continued)**

**requirements of the Contractor under this section, the Contractor may satisfy these requirements by a certification under oath of the Contractor that no person, firm or corporation has filed a lien against the project.**

**If any subcontractor refuses to furnish such evidence required by Owner, Contractor may be required to either withhold payment from such subcontractor or furnish a bond, as approved by Owner, in a form satisfactory to Owner, to indemnify them against any such lien. In the event a subcontractor or materialman files a lien against the Project, Contractor shall promptly cause such lien to be formally released, bonded against or satisfied, and shall reimburse Owner for all costs and expenses, including, but not limited to, attorneys' fees, and bonding and title indemnity expenses incurred by it in contesting, discharging, releasing or satisfying such lien or defending or otherwise participating in such suit. Owner shall have the right to retain out of any payment then or thereafter to become due to Contractor 150% of the amount claimed, or such other amount as Owner shall determine, to indemnify Owner against any lien that may appear in favor of any person claiming by, through, or under the Contractor, which amount shall include reasonable allowances for the estimated costs, including, but not limited to, attorneys' fees to defend any action in connection therewith or deposits which need to be made to have such lien released against the Project. Contractor shall similarly indemnify and protect and defend Owner in respect of any lien in favor of any person claiming by, through, or under it, including, among others, its subcontractors or its and their material suppliers that may appear after final payment is made.**

**Once the Contractor's Application for Payment has been certified by the Owner following approval by the Architect, the Owner shall authorize payment to the Contractor at the next scheduled public meeting and issue payment during the Owner's next payment cycle following the meeting at which payment was authorized.**

**Owner shall withhold two percent (2%) of each progress payment due Contractor until Final Completion of the Work. All amounts retained by Owner shall be retained until Final Completion of the Work and Contractor has signed its General Release and Final Waiver of Lien; provided, however, that Owner may, at its option, reduce or release retention for those subcontractors mutually agreed to by Owner and Contractor who have completed their portion of the Work provided that (i) such work has been approved by Architect; (ii) each such subcontractor has signed a General Release and**

***Final Lien Waiver; (iii) the Work is progressing satisfactorily in accordance with the Construction Progress Schedule; and (iv) such reduction or release does not, in Owner's opinion, increase Owner's financial risk on the Project. As a condition of the release of any retention to a subcontractor before the completion of the Project, the subcontractor shall agree that the period of duration of any warranties made by it will not commence until the completion of all the Work.***

**PROGRESS PAYMENTS (Continued)**

***"Final Completion" shall be defined as such time as Contractor obtains a final Certificate of Completion from Architect, and the Contractor submits to the Owner and Owner approves (a) General Release and Final Lien Waivers and releases from Contractor and all subcontractors, materialmen, suppliers and sureties, in form and substance satisfactory to Owner, (b) Contractor's affidavit that all payrolls, bills for materials and equipment, and other indebtedness incurred by, through or under Contractor in connection with the Work (excluding Work pursuant to warranties and guaranties), have been paid or otherwise satisfied or, if not so paid or satisfied, that amounts satisfactory to Owner, in Owner's sole discretion, have been withheld to protect itself from any claims resulting therefrom, including, but not limited to, attorney fees, (c) all Contractor's as built drawings, records and related data have delivered to Owner, (d) all guarantees and warranties to which Owner is entitled hereunder are delivered in a form satisfactory to the municipal attorney, (e) all other customary permits, licenses, approvals, certificates and authorizations required by any authority having jurisdiction have been issued, and (f) all other documentation reasonably required by Owner has been supplied.***

***The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.***

***Disputes regarding whether the owner has failed to make payments to this section of the contract may be submitted to a process of alternative dispute resolution***

**RATE OF PROGRESS AND TIME OF COMPLETION**

***The Contractor shall commence work within twenty-one (21) days of the date of the Notice To Proceed. The rate of progress will be such that the whole work shall be performed and the project completed in accordance with the Contract and Specifications within thirty (30) calendar days from the date of the Notice to Proceed, unless an extension of this time shall be made in a manner herein provided. The Contractor shall submit a schedule at the start of construction which will show the order in which the proposed work will be performed and the dates when each part will be started and completed. The Contract schedule and any changes thereto shall be approved by the Architect.***

## **STORAGE OF EQUIPMENT AND MATERIALS**

*The Contractor shall coordinate with the Township on the storage of equipment and materials. The Contractor shall not store any equipment or materials so as to interfere with access to this, or the adjacent properties. The Contractor shall provide a storage yard, if he deems one necessary. Materials and equipment shall not be stored on any roadway or street, and shall not disrupt the normal operations of the Municipality.*

## **SAFETY**

*In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions at the job site, including safety of all persons and property affected directly or indirectly by Contractor's operations during the performance of the work. This requirement shall apply continuously 24 hours per day until acceptance of the work by Owner. Architect's and Owner's responsibility to observe Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the job site.*

## **INDEMNIFICATION**

*Contractor assumes all risk for, and agrees to indemnify and hold Owner and its agents, servants, officers and employees harmless from and against all liabilities, losses, claims, demands, costs, expenses (including attorneys' fees and disbursements) and any judgments of any nature arising or alleged to arise from or in connection with (a) the performance of the Work under the Contract Documents, (b) the violation by Contractor of any provision of the Contract Documents, (c) any injury to or death of, any person or loss or damage to property arising from or connected with the Work and (d) any violation of any applicable legal or insurance requirements.*

## **SUPERINTENDENCE AND EMERGENCIES**

*The Contractor shall keep on his work at all times during its progress, a competent superintendent. The Contractor shall also furnish the Township and the Architect, the telephone number of a minimum of two (2) responsible persons to be contacted for any emergency arising outside the normal workday schedule as a result of the Contract. Any costs to the Township arising from any emergency caused by the Contractor shall be paid by the Contractor, and no additional estimates for work under this Contract shall be paid the Contractor.*

## **PROTECTION OF PUBLIC, WORK AND PROPERTY**

*The Contractor shall exercise every precaution to avoid injury, damage or loss to the public, his workmen, and public and private property. He will be responsible for any damages resulting from negligence, carelessness, or lack of skill on his part or that of*

*his agents.*

*In the event of any emergency affecting the safety of life or of the work or of adjoining property, the Contractor shall act to prevent such threatened loss of property without authorization by the Township. Any compensation due to the Contractor by reason of such action shall be determined by agreement and included in the next payment.*

*The Contractor shall conduct his operations in such a manner as to provide maximum safety for all employees on the work and the public as well.*

*The Contractor will be held responsible for any damages to existing structures. From the commencement of the work, the Contractor shall be solely responsible for the care of the work during its progress, for materials delivered and intended to be used, and for protection to existing structures on or adjacent to the site of the work. Any injury or damage to the same shall be made good at the Contractor's expense.*

#### **NIGHT AND SUNDAY WORK**

*Unless otherwise specially permitted, no work shall be done between the hours of 6:00 P.M. and 7:00 A.M., nor on Saturday or Sunday, except as necessary for the care and protection of the work already performed. If it shall become absolutely necessary to perform work at night or on Saturday or Sunday, the Township Administrator shall be informed in advance. Good lighting and all of the necessary facilities for properly carrying out and inspecting of night work shall be provided.*

#### **COOPERATION BETWEEN MUNICIPALITY AND CONTRACTOR**

*The Contractor shall not claim exclusive occupancy of the territory within or adjacent to the limits of construction operations under this Contract. The Township shall have access to the territory within or adjacent to the limits of the construction operations under this Contract at all times. The Contractor will be required to keep the job premises operational during construction and to dispose of his materials in such manner as to cause the least interference with the Township's operations within the same limits.*

#### **CLEANING UP THE SITE**

*At the end of each working day, the Contractor shall leave all work areas in a neat, clean, and acceptable condition. Before the final inspection of the Project, the Contractor shall remove all equipment, temporary work, unused and useless materials, rubbish and temporary buildings; shall repair or replace in an acceptable manner all private or public property which may have been damaged or destroyed on account of the prosecution of the work; and shall leave the site of the Project and adjacent public and private property in a neat and presentable condition wherever his*

*operations have disturbed conditions existing at the time of starting work.*

#### **NO WAIVER OF RIGHTS**

*No certificate given or payment made under this Contract, except the final certificate or final payment, shall be evidence of the performance of the Contract either wholly or in part, and no payment shall be construed to be acceptance of defective work or improper materials.*

#### **RELEASE OF LIABILITY**

*No persons or corporations, other than the signer of this Contract as Contractor, now has an interest hereunder, and no claim shall be made or be valid, and neither the Township nor any employee or agent thereof shall be liable or be held to pay any money, except as herein before provided. The acceptance by the Contractor of the last payment, shall operate as and shall be a release to the Township and every representative and agent thereof, from all claims and liability to the Contractor for anything done or furnished for, or relating to or affecting the work or for any act or neglect of the Township or of any person relating to or affecting the work.*

#### **LIABILITY OF CONTRACTOR FOR EMPLOYEES**

*Every employee of the Contractor and all of his subcontractors engaged in the said work shall, for all purposes, be deemed the exclusive servants of the Contractor and not for any purpose or in any manner in the employment of the Township. The Contractor shall in no manner be relieved from responsibility or liability on account of any fault or delay in the execution of the said work, or of any part thereof, by any such employee, or any such subcontractor, or any materialmen, whatsoever.*

#### **FAILURE OF PERFORMANCE BY CONTRACTOR**

*If the Architect shall at any time be of the opinion that the Contractor is neglecting to remedy any imperfection in the work, or is not progressing with the work as fast as necessary to insure its completion within the time and as required by the Contract, or is otherwise violating any of the provisions of this Contract, the Architect, in behalf of the Township, shall have the power to notify the Contractor in writing to remedy such imperfections, proceed more rapidly with said work, or otherwise comply with the provisions of the Contract. Such notice shall be deemed to be served when deposited in the U.S. mail, addressed to the Contractor's usual business address.*

*If, on the expiration of ten days after the serving of such notice upon the Contractor, the Contractor shall continue to neglect the work and shall fail to satisfy the Architect of his efforts, ability and intentions, to remedy the specific deficiencies; the Township may terminate the employment of the Contractor and may take possession of the work*

***and of all materials, tools, and appliances thereon, and employ such means as may be, in the Architect's judgment, necessary to finish the work. In such case the Contractor shall receive no further payment until the work shall be finished, when, if the unpaid balance that would be due under this Contract exceed the cost to the Township of finishing the work, such excess shall be paid to the Contractor; but if such cost exceeds such unpaid balance, the Contractor shall pay the difference to the Township.***

**RIGHT OF MUNICIPALITY TO DECLARE CONTRACTOR IN DEFAULT**

***The Township has the right to declare the Contractor in default under the following circumstances:***

- A. If the Contractor fails to begin the work within the required time.***
- B. If the work to be done under this Contract is abandoned.***
- C. If the Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.***
- D. If the Contractor fails to or refuses to regard laws, ordinances, regulations, and such orders as given by the Township or Architect with respect to the work.***
- E. If the Contractor, after notice from the Architect, refuses or fails to supply enough properly skilled workmen or proper materials or equipment.***
- F. If the Contractor violates any of the provisions of this Contract or shall not perform the same in good faith.***
- G. If the Contractor refuses or fails to prosecute the work or any part thereof with such diligence as will insure the work's completion within the specified period (or any duly authorized extension) or fails to complete the work within the prescribed period.***
- H. If the Contractor fails to make prompt payment to persons supplying labor or materials for the work.***
- I. If the Contractor assigns or sublets the work otherwise than as specified.***
- J. If the Architect is of the opinion, and certifies in writing, that the work or any part thereof is unnecessarily or unreasonably delayed, or that the Contractor is not complying with the orders of the Architect, or that sufficient workmen, materials, plant, tools, supplies, safety standards, or other means of carrying on the work are not provided to carry out all the requirements of the Contract.***

**RIGHT OF MUNICIPALITY TO DECLARE CONTRACTOR IN DEFAULT (Continued)**

***The Township shall serve written notice to the Contractor ordering the Contractor not to begin, or not to resume, or to discontinue all work under this Contract for any of the above stated reasons.***

***The Township may then enter upon and take possession of the work, or any part thereof, and by purchase of necessary materials and equipment, by direct employment of labor; or the Township may cause the work to be completed by other persons by contract without advertising; or the Township may re-advertise and re-let the completed portions of the work and all expenses or financial loss to the Township by reason of any of the above methods for completing the unfinished work shall be deducted out of monies then due, or to become due the Contractor under this Contract.***

***In case such expenses shall exceed the amount which would have been payable under this Contract, if the same has been completed by the Contractor, the Contractor or his sureties shall pay the amount of such excess to the Township.***

***Should such expense be less than the amount payable under this Contract, had the same been completed by the Contractor, he shall receive the difference after deducting the amount retained as herein or hereinafter specified.***

***All the work undertaken by the Township, by contract or otherwise, shall be certified by the Architect as to the amount of work done, the cost and amount of work done, the cost and amount of excess cost, if any. Such certification shall be binding and conclusive upon the Contractor, his sureties, successors, assigns or lienors.***

***In case this Contract, or any alterations or modifications thereof be thus terminated, the decision of the Township shall be conclusive, and said Contractor shall not be allowed to claim or receive any compensation or damages for not being allowed to proceed with the work.***

**LIQUIDATED DAMAGES**

***If the Contractor fails to complete the Project and each and every part and appurtenance thereof fully, entirely and in conformity with the provisions of the Contract within the time stated in the Contract, or within such further time as may have been granted in accordance with the provisions of the Contract, then the Contractor shall and hereby does agree to pay the Township \$500.00 for each day, as hereinafter defined, that he is in default on time to complete the work; which said amount per day is agreed upon by the parties hereto to be liquidated damages, not a penalty. The days in default mentioned shall be the number of calendar days in default. The Township shall recover said damages by deducting the amount thereof***

### **LIQUIDATED DAMAGES (Continued)**

*from any monies due or that may become due the Contractor, and if said monies be insufficient to cover said damages, then the Contractor or his Surety shall pay the amount due.*

### **DEFECTIVE WORK**

*The Contractor, without compensation, shall promptly remove from the site, all materials condemned by the Township, and shall promptly replace and re-execute any work found to be defective by the Township prior to the final payment. The Contractor shall not be relieved of his obligation to remove unsuitable materials or correct defective work even though such work and materials may have been previously inspected or included in the monthly payment.*

*If the Contractor shall fail or neglect to replace any defective work or to discard condemned materials within twenty-four (24) hours after written notice, the Township may cause such defective work to be replaced or the condemned materials to be discarded, and acceptable materials provided, and the expense thereof shall be deducted from the amount to be paid to the Contractor. An itemized list of expenses incurred by the Township shall be submitted to the Contractor with the next payment, and such expenses shall be deducted from that payment.*

### **REPAIR OF DAMAGED FACILITIES**

*The Contractor shall protect, support, and secure all in-place existing construction so as to avoid damage to building and any interruption of use or service. The Contractor shall not temporarily move existing or completed utility facilities without the Utility(s) written consent and the facilities shall be as safe and permanent at completion as they were before the contractor's involvement.*

*In the event the Contractor damages a utility facility, including property service connections, the Contractor shall notify the Utility(s) immediately. The Contractor shall be responsible for repairing all facilities and utilities which he may damage during the course of his work. This shall be done by the Contractor at no expense to the Township. Repairs to other Utility(s) may be complete the Utility(s) or other Utility(s) may allow the Contractor to complete the repairs, with the Contractor responsible for any applicable time and expense.*

### **UNAUTHORIZED WORK**

*Extra work done without written authorization, will be considered unauthorized. Such work will be at the expense of the Contractor and will not be paid for by the Township. Work so done may be ordered removed, and/or replaced by the Township, at the*

**Contractor's expense.**

**SHOP DRAWINGS, PRODUCT LITERATURE, AND SAMPLES**

**Shop drawings, Product Literature, and Samples shall be submitted in quadruplicate to the Architect for approval, unless required otherwise, for any portions of the work requiring prior approval and for all fabricated items before procurement, fabrication, installation or delivery. Shop drawings shall show materials, sizes, thickness, finish, and assembly. See specific sections of these specifications for additional requirements of shop drawings. Architect may require conferring with the Township prior to shop drawing review of special items.**

**Shop drawings prepared by Subcontractors and manufacturers shall be checked for coordination and Contract requirements by the Contractor; a note shall appear on shop drawings stating that the Contractor has made this check. Shop drawings not so checked and noted will be returned to the Contractor without being examined by the Architect. Where errors, deviations, or omissions are discovered later, they shall be made good by the Contractor irrespective of any approval of any shop drawing by the Architect.**

**After reviewing and/or marking-up shop drawing materials, the Architect shall return two (2) copies to the Contractor, provide one (1) copy to the Township and shall keep one (1) copy for his records.**

**All fabrication, erection, setting, etc., shall be done from "Approved" shop drawings only. EVERY COPY OF A SHOP DRAWING USED AT THE PROJECT SHALL BEAR THE ARCHITECT'S APPROVAL STAMP.**

**SCHEDULE OF VALUES**

**Prepare schedule of values as required by General Conditions, in coordination with preparation of progress schedule. Correlate line items with other administrative schedules and forms required for the work, including progress schedule, payment request form, listing of subcontractors, listing of products and principal suppliers and fabricators, and schedule of submittals. Provide breakdown of contract sum in sufficient detail to facilitate continued evaluation of payment requests and progress reports. Break down principal subcontract amounts into several line items. It shall be noted that according to N.J. Title 40 and 40A, 1988 Supplement 40A:11-6, "payments required to be made under such Contract for work and materials supplied by a subcontractor shall, upon the Certification of the amount due to the subcontractor, be paid directly to the subcontractor." Round off to the nearest whole dollar, but with total equal to contract sum. Submit 3 copies of Schedule of Values to Architect.**

### **USE OF COMPLETED WORK**

***Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the completion of uncompleted work, or causes refinishing of completed work, the Contractor shall be entitled to such extra compensation or extension of time, or both, as agreed by the Owner.***

### **LIMITATION OF ARCHITECT'S RESPONSIBILITY**

***Neither the Architect's authority to act under this Contract, nor any decision made by the Architect in good faith either to exercise or not exercise authority shall give rise to any duty or responsibility of the Architect to the Contractor, any subcontractor, manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the work under the Contract.***

***The Architect will not be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and the Architect will not be responsible for the Contractor's failure to perform the work in accordance with the Contract.***

***The Architect will not be responsible for the acts or omissions of the Contractor or of any of its subcontractors, or of the agents or employees of the Contractor or its subcontractors, or of any other persons at the site or otherwise performing any of the work under the Contract.***

### **NEW MATERIALS AND EQUIPMENT**

***The Contractor warrants to Owner that all materials and equipment furnished under this Contract are new, and that workmanship, materials and equipment shall be of quality specified by Contract.***

***Any product, material, or equipment specified by reference to the number, symbol, or title or a specific standard, such as a Commercial Standard, Federal Specification, trade association standard, or other similar or related construction industry standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the publication of the Drawings and Specifications for this Project, except as limited to type, class or grade, or modified in such reference.***

***The standards referred to, except as modified in the Specifications, shall have full***

## **NEW MATERIALS AND EQUIPMENT (Continued)**

***force and effect through printed herein. These standards are not furnished to the bidders, for the reason that the bidders are reasonably assumed either to be familiar with the requirements, or will secure copies of the referenced standards prior to bidding.***

***For any product, material or equipment specified by reference to standards, Contractor shall furnish satisfactory evidence of compliance with the particular standard specifications.***

***SPECIFICATION BY BRAND NAME: Where materials, equipment, and other products are specified by manufacturer, brand name, type or catalog number, such designation is to establish standards of desired quality, performance, style, and manufacturers guarantees and installation standards, and such shall be the basis of the Bid. Materials, products, equipment and other products so specified shall be furnished under the Contract, unless a proposed material substitution is found to be one of equal quality, performance, style and manufacturers guarantees and installation standards. Where two or more manufacturers are listed, choice shall be the option of the Contractor.***

***SPECIFICATION BY PERFORMANCE: Where products, materials, equipment, or other building components are specified by performance specifications and design standards, such performance specifications and design standards have been established by Contract Documents so as to represent the minimum acceptable standards and specifications, by the Architect. Contractor is to submit to the Contract Manager the name of manufacturer and product data selected to meet the performance specifications, prior to ordering same.***

## **MATERIAL SUBSTITUTION**

***It is the intent of these Specifications to establish standards of quality and performance, standards of style of quality and performance, style of materials and equipment, and standards of manufacturer's guarantees and guarantees and installation requirements for products to be installed in this project. Before receipt of bids, bidder may submit a request to the Architect to use material, equipment or products other than those specified, provided that the proposed substitute materials, equipment, or products and their specifications are in no way inferior in quality and style to those specified. It shall be the burden and obligation of the bidder to demonstrate the lack of substantial differences in quality and style between the proposed substitute items and those specified. The bidder shall submit data showing that proposed substitutions are not different from the specified types.***

***Where such substitutions alter the design or space requirements indicated in the***

***Contract Documents, the bidder shall include, absorb, and list all items of cost for the revised design and construction including cost of all allied trades involved (including costs of consultation of the Architect).***

***Acceptance or rejection of the proposed substitutions shall rest with the Architect. If requested, the bidder shall submit for inspection samples of both the specified and proposed substitute items (complete systems). There shall be no extra costs resulting from a substitution proposed by a Bidder to the Owner, or the Architect.***

***Bidders' requests for consideration of proposed substitutes shall be made seven (7) calendar days prior to receipt of bid to permit both review by the Architect, and publication of accepted substitutes in appropriate official Addenda prior to the bidding.***

***Any substitutions proposed to the Architect after the signing of the Contract shall be accompanied by a statement of the amount to be credited to the Bid or Contract Price, if accepted. The Architect reserves the right to accept or reject any and all such requests or proposed substitutions.***

#### **SCAFFOLDING**

***The Contractor shall furnish and maintain all scaffolding, hoists, ladders and any other equipment as may be required for the proper execution of the work. All equipment shall be in accordance with all rules and regulations of authorities having jurisdiction.***

#### **INSURANCE REQUIREMENTS**

***The successful Bidder shall procure and maintain, until acceptance by the Township of the project, insurance for liability of the kinds and in the amounts hereinafter provided with insurance companies authorized to do business in the State of New Jersey. Before commencing the Work, the successful Bidder shall furnish a Certificate or Certificates of Insurance to the Township to show compliance with the requirements. The documentation shall provide that the policies shall not be changed or canceled prior to thirty (30) days after notice has been given to the Township. The Contractor shall be obligated to maintain the insurance and to renew policies as necessary.***

***Furthermore, the Contractor shall provide evidence of the renewal of policies where required. In the event the Contractor fails or refuses to renew its insurance policies, or the coverage is canceled, terminated, or modified so that the insurance does not meet the requirements of this Contract, the Township may refuse to make payment or provide further monies due under this Contract, or refuse to make payments or provide further monies due under other Contracts between the Contractor and the***

***Township. The Township in its sole discretion may use monies retained under this paragraph to renew the Contractor's insurance for the periods and amounts referred to herein. Ultimately, the Township may default the Contractor and direct a surety to complete the project. During any period when the required insurance is not in effect, the Township may suspend performance of the Contract. If the Contract is so suspended, no additional compensation or extension of time shall be due on account thereof.***

***All insurance required herein shall be maintained during the life of this Contract. Insurance coverage in the minimum amount set forth herein shall not be construed to relieve the contracting entity from liability in excess of such coverage, nor shall it preclude the Township from taking such other actions are available to it under provisions of this Contract or otherwise in the law. The Insurance Certificate shall include the designation as additional insureds of the Township, State of New Jersey, and their professionals, their successors, officers, agents, employees, and servants. If the Township determines that the successful bidder must issue an endorsement of the applicable insurance policies naming the Township, State of New Jersey, and their professionals, their successors, officers, agents, employees and servants as additional insureds, the successful bidder shall obtain the necessary endorsements from its insurance carrier and provide proof of same to the Township. The various requisite types of insurance shall be written for not less than the statutory limits of liability or the limits of liability specified below, whichever coverage is greater.***

***The contractor shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the Township of Mine Hill. The contractor shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the Township of Mine Hill prior to commencement of work.***

***Workers' Compensation Insurance in accordance with laws of the State of New Jersey. The contractor shall also have employer's liability with limits not less than \$500,000.00/\$500,000.00/\$500,000.00.***

#### **INSURANCE REQUIREMENTS (Continued)**

***Commercial General Liability insurance coverage written on an occurrence basis, and most not be altered by any endorsement limiting coverages. Limits of Liability shall not be less than the following:***

***\$3,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations  
\$1,000,000 Personal Injury and Advertising Injury Limit  
\$1,000,000 Each Occurrence Combined Single Limit for Bodily Injury and***

## **Property Damage**

**The coverage shall include:**

**Premises/Operations, Independent Contractors, Contractual Liability covering liability assumed under the indemnification provision contained in the Agreement and deleting any third party beneficiary exclusion, Broad Form property damage liability including completed operations, Personal Injury coverage including coverage for liability arising from false arrest, malicious prosecution, willful detention, libel, slander, defamation of character, invasion of privacy and wrongful egress or entry, Products and completed operations. The Township, their officials, officers, agents and employees, and the Architect shall be named as an additional insured.**

**Comprehensive Automobile Liability insurance covering the use of all owned, non-owned, hired or leased automobiles with limits of liability not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage should include uninsured and underinsured motorist at limits no less than minimum statutory limits. The Township, their officials, officers, agents and employees, and the Architect shall be named as an additional insured.**

**Umbrella Liability insurance policy written on an occurrence basis with a minimum combined single limit of \$3,000,000 as "follow form" excess of the Contractor's Employers Liability, Commercial General Liability and Comprehensive Automobile Liability insurance policies required herein. The Township, their officials, officers, agents and employees, and the Architect shall be named as an additional insured.**

**Additional Requirements as follows:**

**Certified copies of all insurance policies provided above or certificates thereof satisfactory to the Township of Mine Hill shall be furnished forthwith. These must be received 30 days prior to commencement of work.**

**The Contractor agrees that it will defend, indemnify and save harmless the Township of Mine Hill its officers, agents and employees, and the Architect from and all liability, suites, actions, and demands and all damages, costs or fees on account of injuries to persons or property, including accidental death, arising out of or in connections with the work, or by reason of the operations under this agreement.**

**Except as modified by the Township of Mine Hill in writing, the insurance requirements herein shall also apply to Subcontractors and to the Sub-Subcontractors and the Contractor will be responsible for supervision of the filing of certified copies of the insurance policies and/or insurance certificates prior to any Subcontractor commencing work.**

**All insurance coverage evidenced by the Contractor in accordance with this contract shall be from AM Best rated A-7 or better insurance company on all insurance policies. The insurance carrier must be licensed to do business in the State of New Jersey.**

**Contracts which involve work on a physical structure on-site shall require the successful Bidder to purchase and maintain insurance upon the Work at the site in an amount equal to the total bid price for completed construction, said insurance to be in the form of Builders All Risk coverage or equivalent and to ensure against the following risks: losses due to fire, theft, vandalism and malicious mischief, collapse, and water damage; to provide for damage, losses, and expenses rising out of any insured loss or incurred in the replacement or repair of any insured property; including but not limited to fees and charges of engineers, architects, attorneys, and/or other professionals.**

**The Contractor shall purchase and maintain similar property insurance on portions of the Work stored on or off-site or in transit when such portions of the Work are to be included in an application for payment.**

#### **GUARANTY AGAINST DEFECTIVE WORK**

**Before final payment is made as provided in article entitled, "Partial and Final Payments", the Contractor shall furnish a surety corporation bond to the Township in a sum equal to one-hundred percent (100%) of the Contract price. The bond and the surety corporation shall be satisfactory to the Township. The bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the Project by the Township and shall provide that the Contractor guarantees to replace, for said period of one (1) year, all work performed and all materials furnished that were not performed or furnished according to the terms and performance requirements of the Contract, and make good the defects thereof which have become apparent before the expiration of the said period of one (1) year.**

### **GUARANTY AGAINST DEFECTIVE WORK (Continued)**

***If, in the judgment of the Township, any part of the project need be replaced, repaired or made good during the specified guaranty period, for the reasons stated above, he will so notify the Contractor in writing. If the Contractor refuses or neglects to start such work within five (5) days from the date of service of such notice or at such other time as the Township may direct, or if he fails to complete such work within the time prescribed, then the Township will have the work done by others and the cost thereof shall be paid by the Contractor or his Surety.***

### **LEGAL ADDRESS OF CONTRACTOR**

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

### **CHANGES AND EXTRA WORK**

***The Contractor shall do any work and furnish any material not herein provided for which, in the opinion of the Architect, may be found necessary or advisable for the proper completion of the work or the purposes thereof, or any modification or alterations. All extra work and materials shall be ordered in writing by the Architect, and approved by the Township, and in no case will any work or materials in excess of the amount shown by said Plans and Specification be paid for unless so ordered and approved by the Township unless and emergent condition shall exist which is certified as emergent by the engineer. The contractor further agrees that he will accept, as full compensation for such extra work and materials, the reasonable costs, as determined by the Architect, of all necessary labor and materials, plus fifteen percent (15%) for superintendence, the use of tools and plant, and other overhead expenses and profit.***

***The Contractor agrees to prosecute such extra work with all reasonable diligence and to employ thereon competent men at least equal to the average of the class of men employed under this Contract upon work of similar character. The Contractor shall give the Architect access to all accounts, bills, payrolls and vouchers relating to extra work in the case of items not covered by unit prices unless a statement in writing of***

*the actual cost of the same, fully itemized as to labor and materials, is presented*  
**CHANGES AND EXTRA WORK (Continued)**

*to the Architect. Before extra work shall be authorized or started, the Contractor and the Architect shall agree to a maximum amount in writing for such extra work, and two (2) copies of such AIA Change Order statement shall be furnished to the Architect by the Contractor. No payment for extra work will be made unless agreed maximum amount is submitted before work is started, and approved by the Township.*

### **SUBCONTRACTOR**

*The Contractor agrees that he is fully responsible to the Township for acts or omissions of his subcontractors and of persons either directly or indirectly employed by them.*

### **OBSERVATION OF THE WORK**

*The Architect and the Township shall have the right to observe 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 observation.*

*It shall be noted that the observations to be performed are to generally review if the construction is proceeding in accordance with the intent of the Contract Documents for the purposes of determining progress payments and reviewing conformance with the drawings and specifications. The observations are not intended to be an exhaustive inspection of the work.*

*No work shall be closed or covered until it has been observed and approved, unless directed to be closed by the Architect.*

*Reviewing of questioned work may be ordered by the Architect, if approved by the Township, the work must be uncovered by the Contractor. If such work is found not to be in accordance with the Contract Documents, the Contractor shall pay the cost of reviewing, repair, and replacement. In the event the work is uncovered and found to be in accordance with the Contract Documents, the Township shall pay the cost of the reviewing.*

### **WAIVERS**

*Neither the acceptance of the Township, nor any of their employees, nor any order by the Township for payment of money, nor any payment for, nor acceptance of, the whole or any part of the work by the Township, nor any extension of time, nor any possession taken by the Township or employees thereof, shall operate as a waiver of any portion of this contract or any power herein reserved to the Township, or of 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 other remedy herein provided.***

**LIENS**

***The contractor agrees that he will furnish the Township with satisfactory evidence that all persons who have done work or furnished materials under the Agreement and are entitled to a lien, therefore, may have been fully paid off and are no longer entitled to such lien. The Township may withhold payment in the event claims are filed or it has reasonable evidence indicating the probability of claims being filed.***

***The contractor, at his sole cost and expense, shall create a file to maintain the notices of the delivery of labor or materials required by N.J.S.A.2A:44-128, a provision of the New Jersey Municipal Mechanics' Lien Law.***

***The statutory authorization for the contractor's requirement to pay for and create a file to maintain the notices described in the above paragraph are contained in N.J.S.A.40A:11-13, a provision of the New Jersey Local Public Contracts Law.***

***Pursuant to N.J.S.A.2A:44-128(b), any person who, as laborer, mechanic, materialman, merchant or trader, or subcontractor, who may seek to assert a lien under N.J.S.A.2A:44-128(a) shall, within twenty (20) days of the first performance of work or performance of work or delivery of labor or materials to a subcontractor, file with the Municipal Clerk, written notice that he or she has furnished labor or materials to the subcontractor. The notice shall contain the name, address and phone number of the person providing the labor or materials, the name and geographical location of the public improvement for which the labor or materials have been supplied, a description of the labor or materials supplied and the date that the labor or materials were first supplied to the subcontractor. The Municipal Clerk shall maintain a separate file for all written notices which shall be available to the public for inspection and copying during regular business hours.***

***The Township will charge an inquiry fee for information contained in the notice required by N.J.S.A.2A:44-128(b) to any person, including the contractor, which inquiry fee for copies of all and any records or notices concerning this project shall be established as follows:***

***First Page through Tenth Page . . . . . \$0.75 per page  
Eleventh Page Through Twentieth Page. . . . . \$0.50 per page  
All Pages over Twenty . . . . . \$0.25 per page***

***The written notice pursuant to N.J.S.A.2A:44-128 shall be substantially in the following form:***

**NOTICE OF THE DELIVERY OF LABOR OR MATERIALS**

***In accordance with the terms and provisions of the "New Jersey Municipal Mechanics' Lien Law," namely N.J.S.A.2A:44-125 et seq., notice is hereby given that:***

- (3) (Name of person supplying labor or materials) of (address of person supplying labor or materials) has on (date) provided to (name of subcontractor) the following: (description of labor or materials). My telephone number is (telephone number of person supplying labor or materials).**
- 2. The (description of labor or materials) were provided for the (name of public improvement) in (name of Township), New Jersey.**

**Signed:**

**For:**

*(Individual, Firm or Corporation)*

**PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

***Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion or correction.***

**ALTERNATIVE DISPUTE RESOLUTION (A.D.R.) PROCEDURES**

***Any claim or controversy of whatever nature arising out of or relating to this Agreement, or the breach thereof, shall be resolved by the dispute resolution procedures set forth in this Agreement, including final and binding arbitration, if necessary.***

***INTENT OF PARTIES: Mindful of the high cost of litigation not only in dollars but in time and energy, the Township and the Contractor intend to and hereby establish a quick, final and binding out-of-court dispute resolution procedure to be followed in the unlikely event any disagreement or controversy should arise out of or concerning the performance of the agreement.***

**STEP 1 - NEGOTIATION:**

***It is the intent of the Township and the Contractor that any dispute be resolved informally and promptly through good faith negotiation between the Township and the Contractor. The Township and the Contractor, therefore, agree that should any dispute or controversy arise concerning this Agreement, the following steps toward resolution will immediately be taken:***

**CORRESPONDENCE**

- (a) *Either party may initiate negotiation proceedings by sending a Certified or Registered letter to the other party setting forth the particulars of the dispute, the term(s) of the Agreement that are involved and a suggested resolution of the problem.***
- (b) *The recipient of the letter must respond within ten (10) days with an explanation and response to the proposed solution.***

**ALTERNATIVE DISPUTE RESOLUTION (A.D.R.) PROCEDURES (Continued)**

**MEETING**

- (A) *If correspondence does not resolve the dispute, then the respective representatives of the Township and the Contractor shall meet on at least one (1) occasion and attempt to resolve the matter. The meeting should be held at the offices of the Township.***
- (B) *If these meeting(s) are not productive of a resolution, then the representatives of the Township and the Contractor are authorized to and will meet and personally confer in a bona fide attempt to resolve the matter. Should this step not produce resolution, then the parties agree to mediation as provided in Step 2 - Mediation.***

**STEP 2 - MEDIATION:**

- (a) *In the event that the controversy is not resolved by informal negotiation within thirty (30) days or any mutually agreed extension of time from the first meeting between the appropriate representatives of the Township and the Contractor, the case shall be referred to the nearest office of the Arbitrator agreed upon for mediation. Mediation shall consist of an informal, non-binding conference or conferences between the Township and the Contractor and the mediator jointly, then in separate caucuses wherein the mediator will seek to guide the parties to a resolution of the case.***
- (b) *The parties may accept any mutually acceptable member from the panel of the Arbitrator. If the parties cannot agree or have no particular choice of mediator and simply request that the Arbitrator assign one to the case, then a list and resumes of available mediators numbering one more than there are parties, each of whom shall strike one name leaving the remaining as the mediator. If more than one name remains, the Arbitrator will choose the mediator from the remaining names.***
- (c) *The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.***

## **ALTERNATIVE DISPUTE RESOLUTION (A.D.R.) PROCEDURES (Continued)**

### **ENFORCEMENT OF NEGOTIATION/MEDIATION STEPS:**

***Step 1 and Step 2 above dealing with mandatory negotiation and mandatory mediation are deemed arbitration clauses for the purpose of enforcing compliance with their provisions. Any party to this Agreement may seek compliance with these contract provisions by petition to any court of general jurisdiction. The prevailing party in any such proceedings shall be entitled to the Court's order for payment of attorney fees and costs in connection therewith.***

### **STEP 3 - ARBITRATION**

***Should any disputes remain or exist between the parties after completion of the two-step resolution process set forth above, then the parties shall promptly submit any dispute, claim or controversy arising out of or relating to this Agreement, or any alleged breach, including, without limitation, any matter with respect to the meaning, effect, validity, termination, interpretation, performance, or enforcement of this Agreement or any agreement contemplated by this Agreement to binding arbitration administered by the American Arbitration Association or Arbitration Service agreed upon by both parties.***

#### **INITIATION:**

***Arbitration should be initiated in the following manner:***

- 1. Unless barred by the Statute of Limitations, any party bound by this Arbitration Agreement may initiate an arbitration at any time after negotiation and mediation procedures as herein above described have been exhausted by serving, as in a civil action, all parties with notice of the nature of the claim and a demand for arbitration. A claim shall be waived and forever barred if on the date the demand for arbitration is received, the claim, if asserted in a civil action, would be barred by the applicable Statute of Limitations of the State of New Jersey.***
- 2. If the responding party desires to file a response and/or counterclaim, they must do so within thirty (30) days of service of the demand. Failure to file a counterclaim or response will not operate to delay the arbitration proceedings.***
- 3. After filing of the claim, response and counterclaim, no further claims or counterclaims may be made except on motion to the arbitrator.***

**ALTERNATIVE DISPUTE RESOLUTION (A.D.R.) PROCEDURES (Continued)**

- 4. The Claimant shall file a copy of the Demand for Arbitration and Notice of Claim at any office of the Arbitrator, together with the appropriate filing fee as provided in the Arbitrator's existing fee schedule.***

**APPOINTMENTS AND POWERS OF ARBITRATOR:**

***The case shall be submitted to a single arbitrator chosen by the Township and the Contractor from the Arbitration Panel. Should the parties be unable to agree on the choice of arbitrator within thirty (30) days from the service of the Demand for Arbitration, then either party may request the Administrator of the Arbitrator to furnish a list of three (3) names each side may strike one (1) name thereby nominating the remaining person as replacement arbitrator. If more than one (1) name remains, the Administrator of the Arbitrator will choose an arbitrator from the list of remaining names.***

***If the designated arbitrator shall die, become incapable of, unwilling to, or unable to serve or proceed with the arbitration, the party or parties appointing the arbitrator shall have power to appoint another in his/her stead, and such substitute arbitrator shall have all such powers as if he/she had been originally appointed therein.***

***The arbitrator shall have full power to make such regulations and to give all such orders and directions, as he or she shall deem just and expedient, not only in respect to the matters and disputes referred to the arbitrator but also with respect to the mode and times of executing and performing any of the acts, deeds, matters, and things which may be directed to be done or awarded.***

***Should either party refuse or neglect to appoint the arbitrator or to furnish the arbitrator with any papers or information demanded, the arbitrator is empowered by both parties to proceed ex parte.***

***The arbitrator shall have the Township and power to request the production of any books or records in the possession or control of either of the parties, and to order that either party shall in the meantime have access to and be permitted to inspect and make copies of all or any of the same related to the matters in dispute.***

***The arbitrator shall have the Township and power to proceed ex parte in the event that either party shall fail, after reasonable notice, to attend hearings before him/her. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the Agreement of the parties including, but not limited to, injunctive relief and/or specific performance of a contract.***

## **ALTERNATIVE DISPUTE RESOLUTION (A.D.R.) PROCEDURES (Continued)**

### **COSTS AND FEES:**

***Each party shall be responsible for its own costs and expense of the arbitration, and the costs and fees of the Arbitrator shall be borne equally by the Township and the Contractor.***

### **PROCEEDINGS/FORMAT**

***PRE-HEARING: Once the arbitrator is chosen, the Administrator at the Arbitrator may be authorized and directed upon application of any party to schedule a pre-hearing conference with the arbitrator for the purpose of narrowing the issues, establishing a discovery schedule, arranging an acceptable procedure for any law and motion proceedings and in all respects arranging for the most expeditious hearing possible of the matters in dispute.***

***DISCOVERY: Discovery shall be at the discretion of the arbitrator(s) and allowed only upon a showing of good cause utilizing the following guidelines:***

- 1. The arbitrator shall have the discretion to order pre-hearing exchange of information, including but not limited to, the production of requested documents and exchanges of summaries of testimony of proposed witnesses.***
- 2. The depositions of the claimant(s) and respondent(s) shall be allowed as a matter of right. One set of interrogatories shall be allowed. There shall be an early and prompt designation and exchange of the names and addresses of expert witnesses who may be called upon to testify at the arbitration hearing. Their depositions and all other discovery shall be allowed only upon a showing of good cause.***

***EVIDENCE: Rules of Evidence relating to the order of proof, the conduct of the hearing and the presentation and admissibility of evidence shall not be applicable in this proceeding. Any relevant evidence, including hearsay, shall be admitted by the arbitrator if it is the sort of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the admissibility of such evidence in a court of law.***

***TIME LIMITS: The award shall be made by the arbitrator on or before sixty (60) days after final submission of all matters, or within such extended time, not exceeding all together sixty (60) additional days, as the arbitrator shall from time to time direct.***

## **ALTERNATIVE DISPUTE RESOLUTION (A.D.R.) PROCEDURES (Continued)**

**RECENT OPINION:** *In rendering the award the arbitrator may set forth the reasons for his/her decision.*

**APPLICABLE LAW:** *The arbitration shall follow the substantive law of the State of New Jersey. This shall include the provisions of statutory law dealing with arbitration, as may exist at the time of the demand for arbitration insofar as the provisions are not in conflict with this Agreement and specifically excepting therefrom sections of the statute dealing with discovery and requiring Notice of Hearing Date by registered or certified mail.*

**NOTICE:** *Each party shall be deemed to have consented that any papers, notices, or process necessary or proper for the initiation or continuation of an arbitration under this Agreement; for any court action in connection therewith; or for the entry of judgment on any award made under these rules, may be served on a party by certified mail, return receipt requested, addressed to the party or representative at the last known address, or by personal service, in or outside the state wherein the arbitration takes place, provided that reasonable opportunity to be heard with regard thereto has been granted to the party. The arbitrator and/or the parties may consent to the use of FAX transmission, telex, telegram, or other written forms of electronic communication to give the notice required by this Agreement.*

**FINALITY OF AWARD:** *The award of the arbitrator shall be final and binding upon the Township and the Contractor without appeal or review except as permitted by the arbitration laws of the State of New Jersey. Application may be had by any party to any court of the general jurisdiction for entry and enforcement of judgment based on the award.*

## **NEW JERSEY PREVAILING WAGE ACT**

*The Contractor shall fully comply with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963 effective January 1, 1964, as amended by Chapter 64 of P.L. 1974. The Contractor shall, as ascertained from the Commissioner of Labor and Industry, pay the prevailing wage rate in the locality in which the contract is to be performed for each craft or trade needed to perform the contract.*

*All provisions of Chapter 150, P.L. 1963 as amended by Chapter 64, P.L. 1974 and the clauses required by Chapter 150, P.L. 1974 shall be deemed to be included herein. It will be the responsibility of the Contractor to comply with these wage rates as set forth by this law.*

## **NON-DISCRIMINATION**

**The Contractor shall fully comply with the New Jersey Non-Discrimination in Employment Statutes, N.J.S.A. 10:2-1 through 10:2-4 and the Rules and Regulations adopted pursuant thereto effective October 5, 1966. Requests for information or material may be addressed to: Division of Civil Rights, 52 West State Street, Trenton, New Jersey 08608.**

## **AFFIRMATIVE ACTION LAW**

**During the term and in the performance of this Lease Agreement, the Contractor agrees, pursuant to N.J.S.A. §10:5-31 et seq. and the related rules and regulations, as follows:**

- 1. 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 or sex. Except with respect to affectional or sexual orientation, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;**
- 2. 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 or sex;**
- 3. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or 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.**

**4. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.**

**The following additional requirements apply to goods and services Contractors and subcontractors that are not performing under an existing Federally approved or sanctioned Affirmative Action Program pursuant to N.J.A.C. 17:27-4.1 et seq.:**

**1. The Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.**

**2. The Contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.**

**3. The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.**

**4. The Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and conform with the applicable employment goals, consistent with the statutes and**

**court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.**

**The following additional requirements apply to construction Contractors and subcontractors that are not performing under an existing Federally approved or sanctioned Affirmative Action Program pursuant to N.J.A.C. 17:27-7.1 et seq.:**

**1. When hiring workers in each construction trade, the Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Affirmative Action Office may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by (b)1, 2 and 3 below, as long as the Affirmative Action Office is satisfied that the Contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:**

**a. If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three days of the contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c.127, as supplemented and amended from time to time.**

**b. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five days prior to the commencement of construction work, the Contractor or subcontractor agrees to attempt to hire minority and female workers directly, consistent with the applicable employment goal.**

**c. If the Contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the Contractor or subcontractor agrees to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (c) below; and the Contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.**

**2. If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (b) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:**

**a. To notify the public agency compliance officer, Affirmative Action Office, and at least one approved minority referral organization of its manpower needs, and request referral or minority and female workers;**

**b. To notify any minority and female workers who have been listed with it as awaiting available vacancies;**

**c. Prior to commencement of work, to request the local construction trade union, if the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;**

**d. To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the Contractor or subcontractor has a referral agreement or arrangement with a union for the**

**construction trade, the State training and employment service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;**

**e. If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the Contractor or any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975, c. 127;**

**f. To adhere to the following procedure when minority and female workers apply or are referred to the Contractor or subcontractor:**

**1. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the Contractor or subcontractor shall determine the qualifications of such individuals and if the Contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards, provided however, that a Contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any workers skills and experience classification determination which may have been made by a public agency compliance officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that, if necessary, the**

**Contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these rules. All of these requirements, however, are limited by the provisions of (d) below.**

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

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

**g. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Affirmative Action Office and submitted promptly to that office upon request.**

**3. The Contractor or subcontractor agrees that nothing contained in "c" above shall preclude the Contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement; provided, however, that where the practices of a union or**

**apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to (c) above without regard to such agreement or arrangement; provided further, however, that the Contractor or subcontractor shall not be required to employ female and minority 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 workers 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 "c" above, it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.**

**4. The Contractor agrees to complete an Initial Project Workforce Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three days after signing a construction contract; provided, however, that the public agency may extend in a particular case the allowable time for submitting the form to no more than 14 days; and to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Affirmative Action Office and to the public agency compliance officer. The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.**

**Contractor agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.**

**Contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county reemployment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the**

**Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.**

**Contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.**

**Contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.**

**Contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sexual orientation or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.**

**Contractor shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).**

June 26, 2013

XXXXX XXXX  
XXXX Contracting, Inc.  
XXX XXXX  
XXXXXXXX, NJ XXXXX

RE: Request for Proposal  
Asphalt Path Repair  
Mine Hill, Morris Co., NJ

Dear Mr. XXXXX

The Township of Mine Hill is seeking qualified bidders for its Dolores Street Asphalt Path Repair Project in Mine Hill Township. The Township requests that XXXXXX submit a bid for the proposed construction work.

In general terms the contemplated work includes installation of a reinforced concrete slab under the location of the current asphalt path at a depth of five feet.

### **Background Information**

The subject section of the asphalt walking path is located over portions of the Millen Mine. The mine was worked during the late 1800's for magnetite (iron ore). As a result of subsurface testing, it appears the walking path crosses surface or near surface workings of the mine. This area was backfilled in the past covering the mining features.

To minimize the possibility of large amounts of the overburden material migrating downward into the mine void, a reinforced concrete slab will be installed over the mine workings near the ground surface at a depth of five feet.

### **Location and Access**

The subject area of construction is located 140 feet northwest from the termination of the Dolores Street cul-de-sac, along the existing asphalt walking path.

Access to the construction site is available from the cul-de-sac at Dolores Street or from the Municipal salt shed area approximately 360 feet away to the north. If the Dolores Street area is considered for access, the Contractor shall judge for himself whether sufficient clearances exist with the existing fences which parallel the asphalt walking path.

### **Scope of Work**

The Scope of Work includes the installation of a 30 ft. x 15 ft. x 2 ft. thick reinforced concrete slab at a depth of 5 ft. below grade.

All work shall comply with the New Jersey Uniform Construction Code, applicable American Concrete Institute codes and the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction. The latest adopted editions of these standards shall apply.

The Scope of Work includes, but is not limited to, the major work items bellow:

1. Call for underground utility mark out.
2. Mobilize materials and equipment.
3. Install construction security fence at work and staging area.
4. Stake out concrete slab location with Engineer.
5. Clear brush at work area.
6. Remove post and rail fence, stockpile, do not re-install.
7. Saw cut and remove asphalt path at slab excavation area.
8. Install safety equipment for men working in the excavation, if necessary.
9. Excavate for reinforced concrete slab installation. Stockpile topsoil for reuse.
10. Compact subgrade with remote controlled compactor.
11. Install 6 inches clean  $\frac{3}{4}$  inch stone under slab location.
12. Install concrete forms for 30 ft. x 15 ft. x 2 ft. concrete slab.
13. Install reinforcing steel.
14. Install rebar surface markers at the four corners of the slab.
15. Place, vibrate and finish concrete for slab.
16. Backfill top of slab with 6 inches of clean  $\frac{3}{4}$  inch stone.
17. Install geosynthetic filter fabric over clean stone.
18. Install PVC pipe over corner surface markers to the final surface elevation.
19. Backfill concrete slab assembly, in lifts, after 21 days of curing.
20. Fine grade work area to match existing grade including path location. Asphalt path not to be replaced.
21. Cut surface marking rebar and PVC sleeve, and cap matching final grade.
22. Topsoil and grass seed work area including path location.
23. Restore work and staging areas to original condition.
24. Demobilize equipment and remove surplus materials and safety fencing.

Additional documents accompany this letter.

1. Key map – shows site location and access points.
2. Site slab location plan – provides location of slab installation at asphalt path.

**Township of Mine Hill**  
**Asphalt Walking Path Repair**

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3. Reinforced concrete slab section – provides details for slab installation and reinforcing steel.
4. Concrete and General notes – provides construction notes.
5. Attachments A through H.

**Federal Requirements**

The Township of Mine Hill has obtained funds for the Dolores Place Walking Path Project from the County of Morris. The County of Morris applied for and received grant funds from the US Department of Housing and Urban Development under Title 1 of the Community Development Act of 1977.

Because federal funds are being used to construct the improvements on this project, the bidder is required to adhere to applicable procedures and federal compliance regulations. The procedures and federal compliance regulations that are applicable to this project can be found in Attachments A-H. The requirements outlined in Attachments A-H will be made part of any contract between the Township of Mine Hill and the bidder.

The bidder is also responsible for complying with the federal prevailing wage regulations, as well as federal labor standards provisions. A copy of the wage rates applicable to this project can be found in Attachment I.

**Bids**

All bids shall include the following information at a minimum:

1. Cost to perform the required work specified above, a **LUMP SUM PRICE**.
2. Liability and Workmen's Compensation insurance with limits which are satisfactory to the Township Attorney.
3. List of Subcontractors, if any, and their Scope of Work to be used on the project.
4. New Jersey Business Registration Certificate.
5. New Jersey Public Works Registration Certificate.

Bidders are encouraged to visit the proposed construction site to determine the factors impacting the work.

All work on this contract must be **completed within 45 days** of Notice to Proceed unless otherwise allowed by Mine Hill Township.

If you are interested in performing the Asphalt Walking Path Repair for Mine Hill Township, please reply to this Request for Proposal. Bids shall be submitted no later than the end of business on **Friday, XXXX XX, 2013** to:

**Township of Mine Hill**  
**Asphalt Walking Path Repair**

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Paul M. Sterbenz, P.E., P.P.  
Mine Hill Township Engineer  
c/o Maser Consulting, PA  
P.O. Box 4017  
Clinton, NJ 08809

If you have any questions or inquiries concerning the project or the required work items, please contact Gary Gartenberg, P.E. directly at (973) 879-7440.

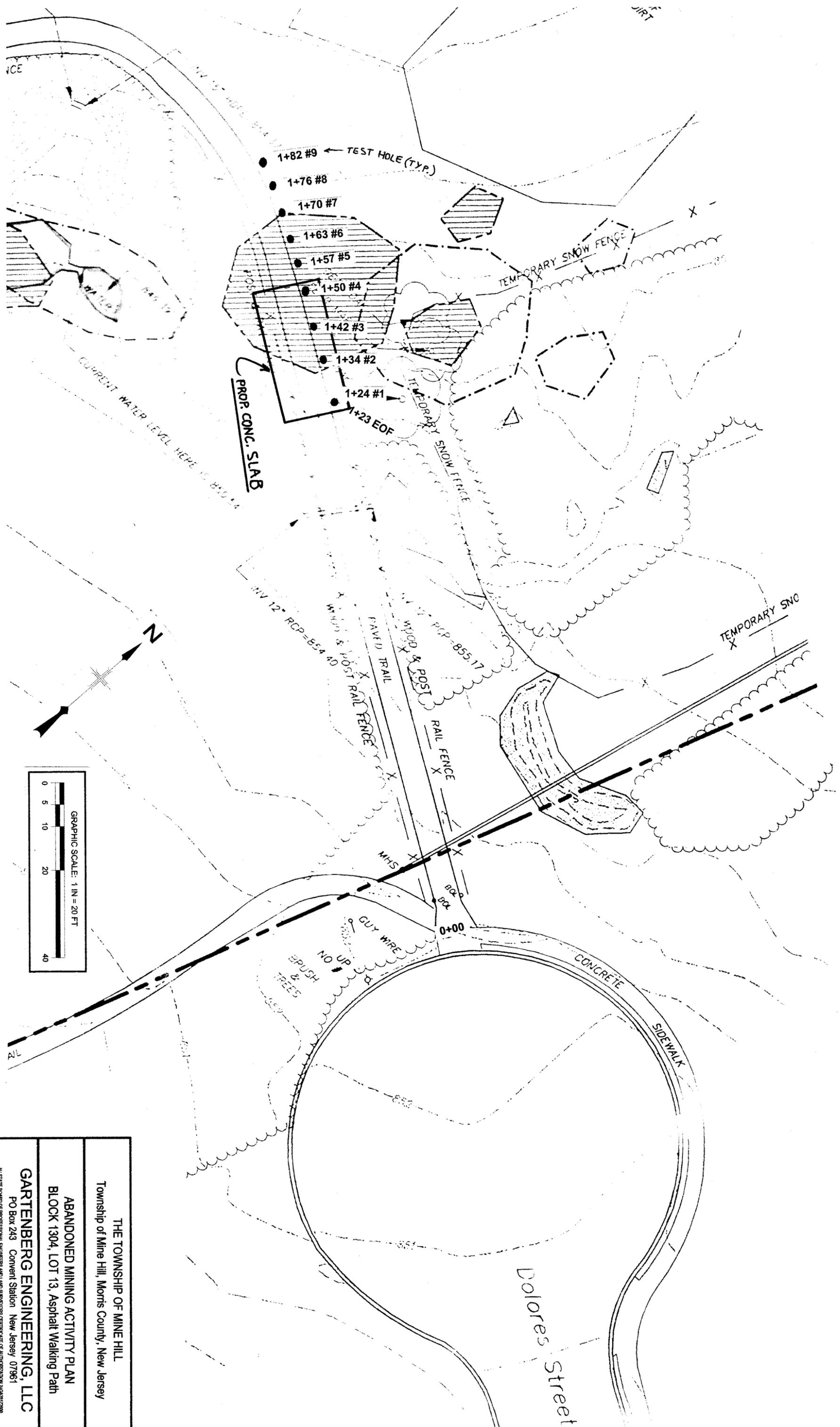
Sincerely,



Gary Gartenberg, P.E.  
Managing Member

Attachments





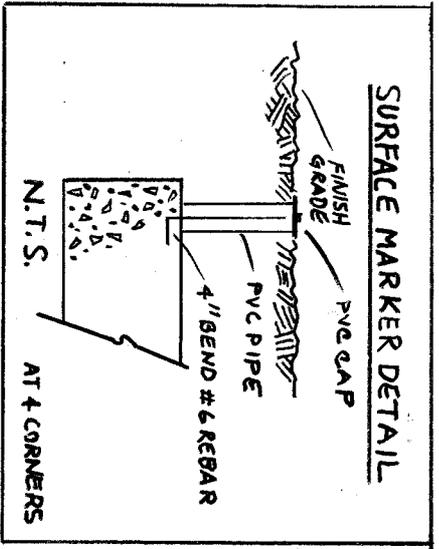
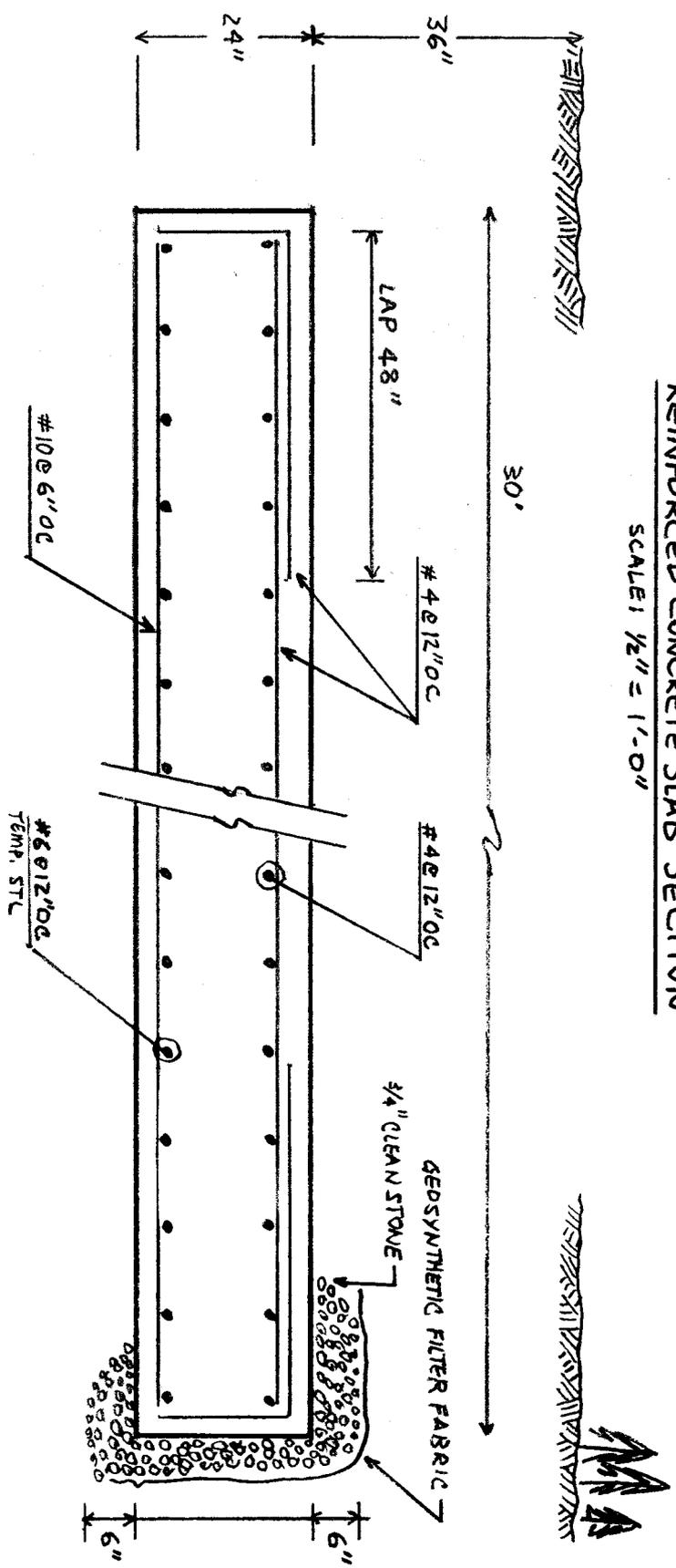
REV. 4/27/13 - APPD SLAB

<p><b>THE TOWNSHIP OF MINE HILL</b>          Township of Mine Hill, Morris County, New Jersey</p>
<p><b>ABANDONED MINING ACTIVITY PLAN</b>          BLOCK 1304, LOT 13, Asphalt Walking Path</p>
<p><b>GARTENBERG ENGINEERING, LLC</b>          PO Box 243 Convent Station New Jersey 07961  <small>N.J. STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS, CERTIFICATE OF AUTHORIZATION 24040817280</small></p>
<p><b>GARY GARTENBERG</b>  <small>N.J. Professional Engineer No. 32854</small></p>
<p>August 28, 2012</p>



**REINFORCED CONCRETE SLAB SECTION**

SCALE 1/2" = 1'-0"



<p>THE TOWNSHIP OF MINE HILL Township of Mine Hill, Morris County, New Jersey</p>	
<p>DOLORES STREET ASPHALT PATH REPAIR SECTION THRU 30' x 15' x 2' REINF. CONC. SLAB</p>	
<p><b>GARTENBERG ENGINEERING, LLC</b> PO Box 243 Convent Station New Jersey 07961 NJ STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS: CERTIFICATE OF AUTHORIZATION 24026172000</p>	
<p><i>Gary Gartenberg</i> <b>GARY GARTENBERG</b></p>	<p>March 11, 2013 NJ Professional Engineer No. 32864</p>

ASPHALT PATH SLAB

MINE HILL

# TOWNSHIP OF MINE HILL, MORRIS COUNTY, NEW JERSEY DOLORES STREET ASPHALT PATH REPAIR

## CONCRETE NOTES

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1. All concrete shall be controlled concrete of a minimum ultimate compressive strength, after 28 days of 4,000 psi, and shall comply with the current edition of all American Concrete Institute (ACI) Building Code Requirements for Reinforced Concrete.
2. All concrete shall contain a water reducing admixture, and/or high range water reducing (HRWR) admixture (superplasticizer). Admixtures shall conform with ASTM C-494 requirements, and contain no more chloride ions than are present in municipal drinking water. All pumped concrete, and any other concrete with a water-cement ration of 0.50 or less shall contain the high range water reducing admixture (superplasticizer).
3. For concrete placed at temperatures below 50°F, a non-chloride, accelerating & water reducing admixture such as Accelguard 80, as manufactured by Euclid Chemical Co., or approved equal shall be used.
4. Air entraining admixture conforming to ASTM C-250, such as liquid Air-Mix, as manufactured by Euclid Chemical Co., or approved equal, shall be used in all concrete.
5. All reinforcing bars shall be new billet steel, deformed type (ASTM A-615 Grade 60) and shall comply with ACI Code requirements.
6. Length and method of reinforcing splices shall conform to ACI Building Code Requirements or as shown on Plans.
7. Concrete protection for reinforcing steel shall be at least three (3") inches, unless indicated otherwise on the plans.
8. Contractor shall submit concrete mix design to Engineer at least three days in advance of the date of placing concrete.
9. Back filling over the concrete slab shall not be permitted before a minimum of 21 days curing period has elapsed. No back filling shall be permitted without the approval of the Engineer.
10. Contractor shall arrange to take 8 compression test specimen cylinders, evenly spaced, during the concrete placing operation for laboratory strength testing.
11. Concrete shall be cured by application of a curing and sealing compound.
12. Concrete slump shall be 2" to 3" before addition of HRWR, and 9" maximum after addition of HRWR.

## GENERAL NOTES

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1. Contract shall verify all conditions and measurements on the job, and shall be responsible for same. Any questions or discrepancies shall be brought to the immediate attention of the Engineer prior to submission of bid documents or initiating construction.
  2. All work shall be done in accordance with the current edition of the New Jersey Uniform Construction Code and any requirements of the local building department.
  3. All work areas including any excavations shall be adequately protected to prevent injury to the public.
  4. All existing areas disturbed during the construction process shall be repaired and restored to match original conditions.
  5. The Contractor shall furnish all supervision, labor, materials, tools, equipment, and services necessary to complete the work as required.
  6. The existing asphalt walk shall be saw cut at the limits of work prior to removal and not replaced.
  7. Provide compacted subgrade with a minimum bearing capacity of 2 tons/square foot for placement of the reinforced concrete slab.
  8. Concrete slab location shall be marked in the field by the Engineer.
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**SPECIFICATION INCLUSIONS PACKAGE**

ATTACHMENT A – NOTICE TO BIDDERS

ATTACHMENT B – EXECUTIVE ORDER #11246

ATTACHMENT C – ACCESSIBILITY TO CONSTRUCTION SITE AND  
CONTRACTORS FILES

ATTACHMENT D – INTEREST OF OTHER PARTIES

ATTACHMENT E – SECTION 3 REQUIREMENTS

ATTACHMENT F – FEDERAL LABOR STANDARDS PROVISIONS

ATTACHMENT G – CONTRACTOR CLEARANCE REQUIREMENTS

ATTACHMENT H - CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION  
CONTROL ACT

ATTACHMENT A

**NOTICE TO BIDDERS**

Funding for this project is provided by the United States Department of Housing and Urban Development through the Morris County Division of Community Development. Therefore, all federal prevailing wage regulations as well as the Federal Labor Standards Provisions will apply. Attention is called to the fact that the contractor must ensure that employees and applicants for employment are not discriminated against because of their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and to the greatest extent possible, opportunities for training and employment shall be given to lower-income residents of the project area and that, when possible, contracts shall be awarded to business concerns owned by area residents. Small, Minority and Women's Business Enterprises are encouraged to submit bids.

ATTACHMENT B

**EXECUTIVE ORDER 11246**

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 and by the rules, regulations and orders of the Secretary of Labor or pursuant thereto and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's non-compliance with non-discrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965 or by rule, regulation or order of the Secretary of Labor or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT C

**ACCESSIBILITY TO CONSTRUCTION SITE AND CONTRACTOR'S FILES**

The municipality, the Division of Community Development and the U.S. Department of Housing and Urban Development shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment, material invoices, contractors' books of account, relevant data and records.

ATTACHMENT D

**INTEREST OF OTHER PARTIES**

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

No member, officer or employees of the County of Morris or its designees or agents, no member of the governing body of the locality in which the project is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project shall, during his tenure or for one year thereafter, have any interest, direct or indirect, in this matter or the proceeds thereof.

## ATTACHMENT E

### SECTION 3 REQUIREMENTS

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701, Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by the persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of said Section 3 and the requirements issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of this agreement. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
3. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organizations or workers' representative of his commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided the contractor with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant, loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR 135.

# Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations

## ATTACHMENT F

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

**(3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**(c)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

**(d)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**(iii)** The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subpara-

## ATTACHMENT F

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graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

**(3)** The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ATTACHMENT - G

**CONTRACTOR CLEARANCE REQUIREMENTS**

COMPANY NAME: \_\_\_\_\_  
OFFICE ADDRESS: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
FEDERAL TREASURY NUMBER: \_\_\_\_\_

**PRINCIPAL OFFICERS**

PRESIDENT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
SOCIAL SECURITY NUMBER: \_\_\_\_\_  
VICE PRESIDENT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
SOCIAL SECURITY NUMBER: \_\_\_\_\_  
TREASURER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
SOCIAL SECURITY NUMBER: \_\_\_\_\_  
SECRETARY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
SOCIAL SECURITY NUMBER: \_\_\_\_\_

ATTACHMENT H

**CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).