

EAST WINDSOR TOWNSHIP

NOTICE TO BIDDERS

NOTICE is hereby given that sealed bids for the **Resurfacing and Associated Repairs for portions of Dutch Neck Road between Hightstown Borough and 400' West of US Highway 130 and portions of Morrison Avenue between Hightstown Borough and Dutch Neck Road** will be received by the East Windsor Township Municipal Clerk's Office on **Wednesday, April 29th at 1:30 p.m.** prevailing time, at the East Windsor Municipal Building, 16 Lanning Boulevard, East Windsor, at which time said bids will be opened and read in public.

Specifications and bid forms are on file in the office of the Municipal Clerk and may be obtained by prospective bidders at said office during regular business hours – 8:30 a.m. to 4:30 p.m. Monday through Friday.

All bids must be accompanied by a certified check, cashier's check, or bid bond in the amount of 10% of the bid, but not in excess of \$20,000. Bids must be in a sealed envelope addressed to the "EAST WINDSOR MUNICIPAL CLERK" and clearly marked on the outside: **Resurfacing and Associated Repairs for portions of Dutch Neck Road between Hightstown Borough and 400' West of US Highway 130 and portions of Morrison Avenue between Hightstown Borough and Dutch Neck Road**

All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq and N.J.A.C. 17:27, as described in the specifications.

The Township of East Windsor reserves the right to reject any and all bids and to waive informalities as the interest of the Township may require.

By order of the Township Council of the Township of East Windsor, Mercer County, New Jersey.

JANICE S. MIRONOV, Mayor
KELLY LETTERA, Municipal Clerk

Date: March 26, 2020

Instructions and Bid/Contract Forms

FOR

EAST WINDSOR TOWNSHIP

MERCER COUNTY

NEW JERSEY

Please read and follow the attached Instructions and Specifications carefully. Failure to follow Instructions and Specifications may result in rejection of your Bid.

Information:

Municipal Clerk
16 Lanning Boulevard
East Windsor, NJ 08520

Telephone: 609-443-4000 ext. 238 or 240

EAST WINDSOR TOWNSHIP

TABLE OF CONTENTS

NOTICE TO BIDDERS	NB-1
INSTRUCTIONS TO BIDDERS	
I SUBMISSION OF BIDS	1-2
II BID SECURITY - MANDATORY SUBMISSIONS	3-4
III INTERPRETATION AND ADDENDA	5
IV BRAND NAMES, PATENTS & STANDARDS OF QUALITY	6
V INSURANCE AND INDEMNIFICATION	7
VI PREPARATION OF BIDS	8
VII STATUTORY AND OTHER REQUIREMENTS	0-12
VIII METHODS OF AWARD	12-13
IX REJECTION OF BIDS	13-14
X TERMINATION OF CONTRACT	14
XI DELIVERY OF MERCHANDISE	14
XII WITHDRAWAL OF BID	14-15
CONTRACT DOCUMENTS	
BIDDER'S CHECKLIST	CD-1
BID PROPOSAL	CD-2-3
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	CD-4
BID BOND FORM	CD-5-6
CONSENT OF SURETY FORM	CD-7
NON COLLUSION AFFIDAVIT	CD-8
CORPORATE OWNERSHIP STATEMENT	CD-9 (2 pages)
EQUIPMENT CERTIFICATION	CD-10-12
ADA STATEMENT	CD-13
AFFIRMATIVE ACTION QUESTIONNAIRE	CD-14
AFFIRMATIVE ACTION - PROCUREMENT & SERVICE	CD 15-16
AFFIRMATIVE ACTION - CONSTRUCTION	CD-17-20
PERFORMANCE/PAYMENT BOND FORM	CD-21
FORM OF CONTRACT	CD-22-23
REFERENCES	CD-24
DETAILED SPECIFICATIONS	APPENDIX A

**EAST WINDSOR TOWNSHIP
INSTRUCTIONS TO BIDDERS**

I. SUBMISSION OF BIDS

- A. The Township of East Windsor, Mercer County, New Jersey (**hereinafter "TOWNSHIP"**) invites sealed bids pursuant to the Notice to Bidders.
- B. Sealed bids will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud. All bids received shall be subject to review by the Township Attorney as to compliance with statutory and specification requirements.
- C. The bid proposal form shall be submitted, in a sealed envelope:
- (1) addressed to the TOWNSHIP of East Windsor,
 - (2) bearing the name and address of the bidder written on the face of the envelope, and
 - (3) clearly marked "BID" with the contract title and/or bid # being bid, and the date, time and place of opening.
- D. It is the bidder's responsibility to see that bids are presented to the TOWNSHIP on the hour and at the place designated. Bids may be hand delivered or mailed; however, the **TOWNSHIP disclaims any responsibility for bids forwarded by regular or overnight mail**. If the bid is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the TOWNSHIP before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.
- F. **All prices and amounts must be written in ink or preferably typewritten on the forms furnished or copies thereof.** Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the TOWNSHIP. Any changes, whiteouts, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid. Corporate bidders not incorporated in the State of New Jersey must submit with their proposal, or shall submit prior to award, a certificate from the Office of the Secretary of State of The State of New Jersey certifying that said corporation is authorized to transact business in the State of New Jersey. The bidder will be held to his bid as submitted. No error in computation will relieve him of responsibility to perform in accordance with the prices on his bid form as submitted.

EAST WINDSOR TOWNSHIP

- G. Each bid proposal form must give the full business address, telephone and telefax numbers of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or the person authorized to bind the corporation in the matter with the corporate seal affixed. When requested, satisfactory evidence of the authority of the officer signing shall be furnished. The name of each person signing shall be typed or printed below the signature. Corporate bidders not recognized in the State of New Jersey must submit with their proposal, or shall submit prior to award, a certificate from the Office of the Secretary of State of the State of New Jersey certifying that said corporation is authorized to transact business in the State of New Jersey. All other bidders not residents of New Jersey, shall designate a proper agent in the State of New Jersey on whom service can be made in the event of litigation, which designation shall be shown by a written statement accompanying the proposal duly executed by the bidder or submitted on request prior to award.
- H. Bidders must insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. **All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the TOWNSHIP.** As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.
- I. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.
- J. Bids containing any conditions, omissions, unexplained erasures, or alterations or items not called for in the specifications, or bids submitted in units or in a manner other than described in the specifications, or irregularities of any kind, may be rejected by the Township.

EAST WINDSOR TOWNSHIP

II. BID SECURITY - MANDATORY SUBMISSIONS

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

A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the TOWNSHIP. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to NJ.S.A. 40A:11-21.

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

B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) from a Surety Company stating that it will provide said bidder with a Performance Bond equal to 100% of the bid. This certificate shall be Obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to 100% of the contract, pursuant to N.J.S.A. 40A:11-22.

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

C. PERFORMANCE BOND

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract. Failure to deliver this with the executed contract shall be cause for declaring the contract null and void.

Failure to deliver this Performance Bond with the executed contract shall be cause for declaring the contract null and void.

D. LABOR AND MATERIAL (PAYMENT) BOND

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

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

E. MAINTENANCE BOND

Successful bidder shall upon acceptance of the work submit a maintenance bond in the amount of 100% guaranteeing against defective quality of work or materials for the period of:

- 1 year
- 2 years

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

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

 X F. QUALIFICATION OF SURETY/LETTERS OF CREDIT

Attorneys-in fact who sign bid bonds, consent of surety, performance bonds, or bonds must file with each bond a certified and effectively dated copy of the power of attorney and Statement of Financial Condition. A notice from the Department of Treasury indicating that a surety bond rating of at least B from the AM Best Rating Company as well as a stockholders surplus amount of not less than \$1 Million is required for performance bonds in projects that include State funding.

Any individual wishing to post cash, certified check, or an irrevocable letter of credit in lieu of a performance or payment bond shall post same in an amount equal to one hundred percent (100%) of the contract price as bid at the time of the opening of bids. Anyone wishing to do so must have all necessary instruments approved as to language by the Township Attorney at least five (5) days prior to the opening of bids.

 X G. CORPORATE OWNERSHIP STATEMENT

Bidder shall submit a Corporate Ownership Statement pursuant to §1 of P.L. 1977, c.33. A form is provided for this purpose in the sample contract documents at page CD-9.

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

 X H. BIDDER'S RECEIPT OF ADDENDA

The bidder shall submit with the bid a completed Acknowledgment of Receipt of Addenda in the form included in the contract documents at page CD-4 **acknowledging** the bidder's receipt of any notice of revisions or addenda to the advertisement or bid documents.

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

 X I. LIST OF SUBCONTRACTORS

The bidder shall submit a list of subcontractors pursuant to N.J.S.A. 40A:11-16 for any project involving construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public.

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

 X J. CONTRACTOR BUSINESS REGISTRATION

The bidder shall submit a copy of contractor's and, if applicable, subcontractor's business registration as required pursuant to N.J.S.A. 52:32-44.

EAST WINDSOR TOWNSHIP

III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the TOWNSHIP. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all the requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Municipal Clerk. In the event the bidder fails to notify the TOWNSHIP of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the TOWNSHIP'S representative stipulated in the bid. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with NJ.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The TOWNSHIP'S interpretations or corrections thereof shall be final.
- D. Discrepancies in Bids
 - 1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 - 2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the TOWNSHIP of the extended totals shall govern.
- E. The TOWNSHIP reserves the right to waive any technical irregularity in any or all bids.
- F. All bidders must contact the Municipal Clerk's office twenty-four (24) hours prior to the specified day of the bid opening in order to ensure receipt of all addenda.

EAST WINDSOR TOWNSHIP

IV. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY

- A. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- B. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The TOWNSHIP reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements, and to reject any bid that includes items which the TOWNSHIP deems, in its judgment, to be inferior to the item (s) specified.
- C. In submitting its bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the TOWNSHIP harmless from any damages resulting from the purchase or use of such merchandise.
- D. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A:1 1-18.
- E. Wherever practical and economical to the TOWNSHIP, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

EAST WINDSOR TOWNSHIP

V. INSURANCE AND INDEMNIFICATION

A. Insurance Requirements

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

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute.

2. General Liability Insurance

This insurance shall have limits of not less than \$500,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$500,000.00 aggregate for property damage, and shall be maintained in force during the life of this contract by the bidder. Additionally, an umbrella liability policy in the amount of \$3,000,000.00 shall be provided for the life of this contract.

3. Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$500,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

B. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering

Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the TOWNSHIP as an additional insured.

C. Indemnification

Successful bidder will indemnify defend and hold harmless the TOWNSHIP from all claims, suits or actions and damages or costs of every name and description to which the TOWNSHIP may be subjected or put by reason of injury to the person or property of another, or the property of the TOWNSHIP, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

EAST WINDSOR TOWNSHIP

VI. PREPARATION OF BIDS

- A. The TOWNSHIP is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts)

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

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

EAST WINDSOR TOWNSHIP

VII. STATUTORY AND OTHER REQUIREMENTS

A. Mandatory Affirmative Action Certification.

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.S.C. 17:27.

1. Procurement, Professional and Service Contracts

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

- i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
- ii. A photocopy of an approved Certificate of Employee Information Report, or
- iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

2. Construction Contracts

All successful contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201- available upon request from the State's Affirmative Action Office) for any contract award that meets or exceeds the bidding threshold. All construction contracts, including contracts related thereto concerning architecture, engineering or construction management shall be subject to the mandatory arbitration language prescribed by P.L. 1997 c. 198 (N.J.S.A. 40A:1 1-1 et seq.)

B. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the TOWNSHIP harmless.

C. Prevailing Wage Act (When Applicable)

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

It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

EAST WINDSOR TOWNSHIP

D. Stockholder Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10%) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

E. The New Jersey Worker and Community Right to Know Act

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

F. Non-Collusion Affidavit

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

G. Certificate of Standing

Any contractor, which is a New Jersey corporation, shall provide with its bid, proof indicating the corporation is in good standing. If and in the event such certificate is not provided, the Township may, if the contractor is the lowest bidder, seek such certificate from the Secretary of State of the State of New Jersey and charge the costs for obtaining same against any monies earned under this contract. If and in the event it is determined that a contractor is neither authorized to do business in the State of New Jersey nor is in good standing in the State of New Jersey, then the contract shall be declared null and void and the bid rejected as an improper bid. Thereafter, the Township Council, at its sole discretion, shall determine whether or not the project or contract should be rebid or awarded to the next lowest bidder.

H. Equipment Certification

For construction contracts in accordance with N.J.S.A. 40A: 11-20, bidder shall complete and submit the Equipment Certification which is part of these specifications showing that he owns, leases or controls all the necessary equipment required by the plans and specifications and if he is not the owner or lessee of any such equipment, his certificate shall state the source from which the equipment will be obtained and shall be accompanied by a certificate from the owner definitely granting to bidder the use of the equipment as required for completion of the contract.

I. Prompt Payment Law, P.L.2006, c.96

1. For contracts which are subject to the Prompt Payment Law, P.L. 2006, c.96, all payments, including periodic payments, final payments, and the release of retainage monies, must be approved by the Township Council, at a regularly scheduled public meeting. Accordingly, payments under this contract shall be subject to the following procedure and schedule:

- (a) All bills for periodic payments, final payments, and requests for release of retainages must be received in the office of the Township Manager by the 5th day of the month.

- (b) Bills submitted by the 5th of the month shall be considered by the Township Council at its first regularly scheduled public meeting of the following month. If payment is approved by the Township Council in full or in part, payment will be available at the Township Municipal Building, 16 Lanning Boulevard, East Windsor, NJ, after 12:00 noon in the Friday following the Township Council meeting.

EAST WINDSOR TOWNSHIP

J. Public Works Contract Registration Act (When Applicable)

Pursuant to N.J.S.A. 34:11-56.48, et seq., each bidder shall submit evidence of contractor registration with the New Jersey Department of Labor with its bid for any project involving construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public. If a bidder is not so registered, a bidder may submit a bid provided the bidder has filed a registration application with the New Jersey Department of Labor and includes a copy of the application with the bid.

K. Contractor Business Registration

Pursuant to N.J.S.A. 40A:11-23.2 each bidder shall submit a copy of the contractor's business registration as well as the subcontractor's business registration. Failure to submit any of the foregoing items required under this statute is statutorily deemed to be a fatal defect in the bid that cannot be waived by the governing body.

L. Compliance with East Windsor Township Stormwater Pollution Prevention Plan

The contractor shall be required to conduct this contract and to perform its activities, and those of any subcontractors, in a manner that is in compliance with East Windsor Township's Stormwater Pollution Prevention Plan, and any conditions of the Township's N.J.P.D.E.S. Tier A Municipal Stormwater General Permit, copies of which are available for inspection in the Office of Municipal Clerk. The contractor shall indemnify, defend, and hold the Township harmless from and against any and all claims or penalties arising from any failure to comply with this requirement, either by the contractor or by any of its subcontractors.

VIII. METHODS OF AWARD

- A. All contracts shall be for 12 consecutive months unless otherwise noted in technical or supplemental specifications.
- B. The TOWNSHIP may award the contract on the basis of the Base Bid, combined with such Alternates as selected, or on the basis of selected items or units of which the bid composed, in its discretion until a net amount is reached which is within the funds available.
- C. If the award is to be made on the basis of Base Bids only, it will be made to that responsible bidder whose Base Bid, therefore, is the lowest, If the award is to be made on the basis of a combination of a Base Bid with Options, or on the basis of selected items or units it will be made to that responsible bidder whose net bid on such combination is the lowest.
- D. The TOWNSHIP may also elect to award the work on the basis of line items or unit prices, whichever results in the lowest total amount.
- E. The successful bidder will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the TOWNSHIP.
- F. The Township reserves the power to make such investigations as it deems necessary to determine the ability of a bidder to perform the work, and a bidder shall furnish to the Township all such information and data for this purpose as the Township may request. The Township reserves the right to reject any bid in 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.

The Township shall award the contract or reject all bids within such time as may be specified in the invitation to bid, but in no case more than sixty (60) days, except that the bids of any bidders who consent thereto may, at the request of the Township, be held for consideration for such longer period as may be agreed. All bid security except the security of the three apparent lowest responsible bidders shall, if requested, be returned after ten (10) days from the opening of the bids, Saturdays, Sundays and holidays excepted, and the bids of such bidders shall be considered as withdrawn. Within three (3) days after the awarding of the contract and the approval of the contractor's performance bond, the bid security of the remaining unsuccessful bidders shall be returned to them forthwith, Saturdays, Sundays and holidays excepted.

The bidder to whom the contract has been awarded shall, within the (10) days of the date of notification of award:

- A. Execute and deliver to the TOWNSHIP three (3) copies of the contract.
- B. Furnish proof satisfactory to the TOWNSHIP of the authority of the person or persons executing the contract on behalf of the contractor.
- C. Furnish the required performance guarantee and satisfactory evidence of insurance as required in these specifications. No change orders for delays or increased costs incurred as a result of the failure to submit documents in compliance with the terms and conditions of the specifications and bid proposal requirements shall be permitted.

When notice of an award is made, the bidder to whom the contract has been awarded will receive affirmative action forms as may be required by information the bidder has supplied with the affirmative action questionnaire. The bidder shall complete the forms and return within three (3) days for procurement or service contracts or within ten (10) days for construction awards.

All the terms in this proposal in its entirety, along with the plans and specifications, the bid forms and other documents submitted by the bidder, the contract, if awarded by the TOWNSHIP Council, between the bidder and the TOWNSHIP, and the resolution authorizing same, shall constitute the agreement for the proposed work and shall be binding upon all parties in full.

IX. REJECTION OF BIDS

- A. **Availability of Funds**
Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.
- B. **Multiple Bids Not Allowed**
More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.
- C. **Unbalanced Bids**
Bids, which are obviously unbalanced, may be rejected.
- D. **Unsatisfactory Past Performance**
Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the TOWNSHIP in an unacceptable manner, maybe rejected.
- E. **Failure to Enter Contract**
Should the bidder, to whom the contract is awarded, fail to enter into a contract and submit all Performance Guarantees, Certificates of insurance, and all other documents required in these Instructions and/or the specifications within 21 days, Sundays and holidays excepted, the TOWNSHIP may then, at its option, accept the bid of the next lowest responsible bidder.

F. Failure to complete/submit forms

Failure to complete and/or submit any forms required hereunder may be cause for rejection. As between two bidders whose proposals are otherwise equal, a bidder who has completed and included all forms correctly will be given preference.

G. Best Interest of Township

The Township of East Windsor reserves the right to reject any and all bids for any lawful reason, in the Township's best interest.

X. TERMINATION OF CONTRACT

- A. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the TOWNSHIP shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the TOWNSHIP of any obligation for balances to the contractor of any sum or sums set forth in the contract.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the TOWNSHIP for damages sustained by the TOWNSHIP by virtue of any breach of the contract by the contractor and the TOWNSHIP may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the TOWNSHIP from the contractor is determined.
- C. The contractor agrees to indemnify and hold the TOWNSHIP harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the TOWNSHIP under this provision.
- D. In case of default by the successful bidder, the TOWNSHIP may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.
- E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the TOWNSHIP reserves the right to cancel this contract.

XI. DELIVERY OF MERCHANDISE

The units specified shall be delivered to the Township of East Windsor, at such place and time as set forth in the Detailed Specifications attached hereto as Appendix A. Receiving hours are between 8:30 AM and 4 PM.

The successful bidder shall deliver complete units as specified, with service manuals, operating manuals and installation instructions for each unit. All delivery and handling costs shall be included in the unit price bid on the proposal page. No payment will be made for additional shipping costs.

XII. WITHDRAWAL OF BID

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

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing**, by certified or registered mail to: Municipal Clerk, East Windsor Township, 16 Lanning Boulevard, East Windsor, NJ 08520. The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five (5) business days after the receipt and opening of bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Municipal Clerk or her designee, may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

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

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

EAST WINDSOR TOWNSHIP

BIDDER'S CHECKLIST

The following checklist must be submitted with the bid. It is provided for bidder's use in assisting with compliance with all required documentation. All items checked under the heading required by Township must be submitted with bid. Failure to submit this completed checklist or any other required submissions may be cause for rejection of bid.

ITEM	REQUIRED BY TWP.	SUBMITTED (Indicate by initialing)
Bid Proposal	_____ YES _____	_____
Authorization to do business (Non-NJ Corp)	_____ YES _____	_____
Designation of NJ Agent	_____ YES _____	_____
Bid Bond, certificate or cashier's check	_____ YES _____	_____
Consent of Surety (with Power of Attorney and Statement of Financial condition)	_____ YES _____	_____
Acknowledgement of Receipt of Addenda	_____ YES _____	_____
Affirmative Action Statement	_____ YES _____	_____
Affirmative Action Questionnaire	_____ YES _____	_____
Americans With Disabilities Act Statement	_____ YES _____	_____
Contractor Registration	_____ YES _____	_____
Corporate Ownership Statement	_____ YES _____	_____
Non-Collusion Affidavit	_____ YES _____	_____
Equipment Certification	_____ YES _____	_____
Certificate of Good Standing (NJ Corp)	_____ YES _____	_____
Business Registration Certificate	_____ YES _____	_____
Contractors/Subcontractors Business Registration Certificate(s)	_____ YES _____	_____
List of Subcontractor's	_____ YES _____	_____
References	_____ YES _____	_____
Other	_____ YES _____	_____

Name of Bidder: _____

Bidder's Signature: _____

Title: _____

Date: _____

EAST WINDSOR TOWNSHIP

BID PROPOSAL FOR: **Resurfacing and Associated Repairs for portions of Dutch Neck Road between Hightstown Borough and 400' West of US Highway 130 and portions of Morrison Avenue between Hightstown Borough and Dutch Neck**

FOR WHICH BIDS WERE ADVERTISED TO BE RECEIVED ON: **Wednesday, April 29, 2020 at 1:30 PM**

To the Honorable Mayor and Council of the Township of East Windsor:

THE UNDERSIGNED BIDDER HAS CAREFULLY EXAMINED AND HAS BECOME FAMILIAR WITH THE INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, ANY ADDENDA, THE PROPOSAL FORM AND THE FORM OF BID BOND AND THOROUGHLY UNDERSTANDS THEIR STIPULATIONS, REQUIREMENTS AND PROVISIONS.

THE UNDERSIGNED BIDDER FURTHER WARRANTS THAT IT HAS THOROUGHLY EXAMINED AND UNDERSTANDS ALL PLANS AND DOCUMENTS REFERENCED IN THE SPECIFICATIONS, SUCH OTHER MATERIAL AS IT MAY DEEM RELEVANT TO THE FOUNDATION OF ITS BID, AND FURTHER THAT IT HAS MADE SUCH SITE INSPECTION AS MAY BE NECESSARY AND APPROPRIATE TO THE WORK FOR WHICH IT IS BIDDING AND THAT THE BID AS SUBMITTED REPRESENTS ITS FULLY CONSIDERED JUDGMENT AS TO THE PRICE, TERMS AND CONDITIONS SET FORTH THEREIN. IN SUBMITTING THE BID, THE BIDDER RECOGNIZES THAT NO SUBSEQUENT CLAIM OF MISUNDERSTANDING OR OF FAILURE TO READ ANY RELEVANT DOCUMENTATION OR CONSIDER ANY RELEVANT FACTOR WILL RELIEVE IT OF ITS OBLIGATION TO PERFORM IN ACCORDANCE WITH THE TERMS AND AMOUNT OF ITS BID IF THE TOWNSHIP ACCEPTS ITS BID OFFER.

THE UNDERSIGNED BIDDER DECLARES THAT THIS PROPOSAL IS MADE WITHOUT CONNECTION WITH ANY OTHER PERSON OR PERSONS MAKING PROPOSALS FOR THE SAME WORK AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

THE UNDERSIGNED BIDDER HAS DETERMINED THE QUALITY OF THE PRODUCT REQUIRED AND HAS ARRANGED FOR THE DELIVERY OF GOODS AND/OR SERVICES AS HEREIN DESCRIBED, TO THE TOWNSHIP'S OFFICES IN THE TOWNSHIP OF EAST WINDSOR, MERCER COUNTY, NEW JERSEY OR TO SUCH OTHER PLACE AS SET FORTH IN THE SPECIFICATIONS.

THE UNDERSIGNED BIDDER HEREBY AGREES THAT THE PRICES BID FOR THE SERVICES SHALL APPLY TO ACTUAL QUANTITIES REQUIRED, APPROVED OR USED AND THAT THE UNIT PRICES SHALL REMAIN IN EFFECT FOR A ONE YEAR PERIOD FROM THE DATE OF EXECUTION OF THE CONTRACT, OR FOR THE DURATION OF THE CONTRACT, WHICHEVER PERIOD SHALL BE LONGER.

EAST WINDSOR TOWNSHIP

THE UNDERSIGNED BIDDER HEREBY AGREES TO BE BOUND BY THE AWARD OF THE CONTRACT, AND IF AWARDED THE CONTRACT ON THIS PROPOSAL, TO EXECUTE WITHIN 10 DAYS AFTER NOTICE OF AWARD, THE REQUIRED CONTRACT AGREEMENT AND THE REQUIRED BONDS, OF WHICH CONTRACT THIS PROPOSAL AND THE SPECIFICATIONS, AS ABOVE INDICATED SHALL BE A PART.

NOTE: All prices must be written in ink, or typed, in both words and figures for the entire proposal. See "Submission of Bids".

ITEM	ESTIMATED QUANTITY	BRIEF DESCRIPTION AND UNIT PRICE OR LUMP NUMBER SUM PRICE BID, IN BOTH WORDS AND FIGURES
		Furnish and Deliver, _____ complete specified, each
		\$ _____ Dollars(_____)
		and _____ Cents (\$ _____)
		Extension (\$ _____)

Note - This proposal form is to be modified by the Township as appropriate for each contract, to be consistent with the specifications.

Name of Bidder: _____

Bidder's Signature (Seal) _____

Title: _____

Date: _____

Business Address: _____

Telephone No. _____

Fax No. _____

Witness: _____

Witness Signature: _____

BID PROPOSAL

Dutch Neck Road Rehabilitation Morrison Avenue Rehabilitation (400 Feet West Of Dutch Neck Road/Route 130 Intersection to Borough Border)

EAST WINDSOR TOWNSHIP MERCER COUNTY, NEW JERSEY

Item	Description	Units	Quantity	Unit Price (in numerals)	Total Cost (in numeral)
1	MOBILIZATION	LS	1		
2	2" PAVEMENT MILLING	SY	10,595		
3	SURFACE COURSE 2" HMA 9.5M64	Tons	1,178		
4	BASE REPAIRS (5"HMA, 6" DGA)	Tons	420		
5	ADDITIONAL DENSE GRADED AGGREGATE BASE COURSE (6" THICK)	Tons	100		
6	6"X8"X18 CONCRETE VERTICAL CURB	LF	613		
7	CONCRETE SIDEWALK/ADA RAMP, 4" THICK	SF	882		
8	CONCRETE SIDEWALK AND APRONS, REINFORCED 6" THICK	SF	1,180		
9	BITUMINOUS DRIVEWAY REPLACEMENT	SF	848		
10	CAST-IN-PLACE DETECTABLE WARNING SURFACES	UNIT	2		
11	REMOVE & REPLACE STOP SIGN	UNIT	2		
12	RESET MH FRAME TO GRADE	UNIT	5		
13	RECONSTRUCTED INLETS, TYPE B	UNIT	6		
14	REMOVE/REPLACE TYPE "B" INLET FRAME & GRATE (Bicycle Safe Grate)	UNIT	6		
15	RECONSTRUCTED INLETS, TYPE E	UNIT	1		
16	REMOVE/REPLACE TYPE "E" INLET FRAME & GRATE (Bicycle Safe Grate)	UNIT	1		
17	RECONSTRUCTED INLETS, TYPE Double E	UNIT	2		
18	REMOVE/REPLACE TYPE "Double E" INLET FRAME & GRATE (Bicycle Safe Grate)	UNIT	2		
19	4" WHITE LONG-LIFE EPOXY STRIPING	LF	3,105		
20	4" YELLOW LONG-LIFE EPOXY STRIPING	LF	6,196		
21	8" WHITE LONG-LIFE THERMOPLASTIC STRIPING	LF	400		
22	24" WHITE THERMOPLASTIC MARKING (STOP BAR)	LF	50		
23	TRAFFIC MARKING SYMBOLS	SF	1160		
24	TRAFFIC MARKING LINES	LF	100		

BID PROPOSAL

Dutch Neck Road Rehabilitation Morrison Avenue Rehabilitation (400 Feet West Of Dutch Neck Road/Route 130 Intersection to Borough Border)

EAST WINDSOR TOWNSHIP MERCER COUNTY, NEW JERSEY

25	TRAFFIC CONES	UNIT	20		
26	TRAFFIC DRUMS	UNIT	20		
27	TEMPORARY CONSTRUCTION SIGNS	SF	600		
28	FLASHING ARROW BOARD	UNIT	1		
29	PORTABLE VARIABLE MESSAGE SIGN	UNIT	1		
30	TRAFFIC DIRECTOR/FLAGMEN	MH	88		
31	TOPSOIL, FERTILIZE & SEEDING, MULCHING	SY	843		
32	ASPHALT PRICE ADJUSTMENT	LS	1		
33	FUEL PRICE ADJUSTMENT	LS	1		

TOTAL AMOUNT OF BID

IN FIGURES \$ _____

IN WORDS _____

SUBMITTED BY _____ DATE _____

SIGNATURE _____

TRANSFER NUMBERS TO CD-3 AND COMPLETE THAT PAGE

The above signed hereby agrees to complete all of the work shown or specified in the Bid within **FORTY FIVE (45) CALENDAR DAYS** from the date of the receipt of notice to begin work, and further agrees that the Township may retain from the monies that are or may become due for each and every day, where the completion of the work may be delayed as stipulated below:

- | | |
|---|---|
| One (1) to Fifteen (15) Days beyond Contract Time Limits: | Five Hundred (\$500.00) dollars per calendar day. |
| Sixteen (16) to Thirty (30) Days beyond Contract Time Limits: | Five Hundred (\$500.00) dollars per calendar day. |
| Greater than Thirty (30) Days beyond Contract Time Limits: | Five Hundred (\$500.00) dollars per calendar day. |

EAST WINDSOR TOWNSHIP

ACKNOWLEDGE OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:

Addendum Number

Date

Name of Bidder: _____

Bidder's Signature: _____

Title: _____

Date: _____

EAST WINDSOR TOWNSHIP BID BOND

KNOWN ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED

_____, AS PRINCIPAL; AND

(Name of Bidder)

_____, AS SURETY; ARE HEREBY HELD AND FIRMLY BOUND

(Name of Surety)

UNTO EAST WINDSOR TOWNSHIP IN THE SUM OF \$ _____

AS LIQUIDATED DAMAGES FOR PAYMENT OF WHICH, WELL AND TRULY BE MADE, WE HEREBY JOINTLY AND SEVERALLY BIND OURSELVES, OUR HEIRS, EXECUTOR, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS. THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT WHEREAS THE PRINCIPAL HAS SUBMITTED TO EAST WINDSOR TOWNSHIP A CERTAIN BID, ATTACHED HERETO AND HEREBY MADE A PART HEREOF, TO ENTER INTO CONTRACT FOR FURNISHING AND DELIVERY OF:

Resurfacing and Associated Repairs for portions of Dutch Neck Road between Hightstown Borough and 400' West of US Highway 130 and portions of Morrison Avenue between Hightstown Borough and Dutch Neck Road

NOW THEREFORE

(A) IF SAID BID SHALL BE REJECTED, OR, IN THE ALTERNATE

(B) IF SAID BID SHALL BE ACCEPTED AND THE PRINCIPAL SHALL EXECUTE AND DELIVER A CONTRACT IN THE FORM OF CONTRACT AGREEMENT ATTACHED HERETO (PROPERLY COMPLETE IN ACCORDANCE WITH SAID BID) AND SHALL FURNISH A BOND FOR THE FAITHFUL PERFORMANCE OF SAID CONTRACT, AND SHALL IN ALL OTHER RESPECTS PERFORM THE AGREEMENT CREATED BY THE ACCEPTANCE OF SAID BID. THEN THIS OBLIGATION SHALL BE VOID, OTHERWISE THE SAME SHALL REMAIN IN FORCE AND EFFECT; IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT THE LIABILITY OF THE SURETY FOR ANY AND ALL CLAIM HEREUNDER SHALL, IN NO EVENT, EXCEED THE AMOUNT OF THIS OBLIGATION AS HEREIN STATED.

EAST WINDSOR TOWNSHIP

THE SURETY FOR VALUE RECEIVED, HEREBY STIPULATES AND AGREES THAT THE OBLIGATION OF SAID SURETY AND IT'S BOND SHALL BE IN NO WAY IMPAIRED OR AFFECTED BY AN EXTENSION OF TIME WITHIN WHICH SUCH BID MAY BE ACCEPTED, AND SAID SURETY DOES HEREBY WAIVE NOTICE OF ANY SUCH EXTENSION.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED

THIS BOND ON THIS _____ DAY OF _____ 20_____

(NAME OF SURETY)

BY: _____

WITNESS AS TO SURETY: _____

SEAL

Name of Bidder: _____

Bidder's Signature (Seal) _____

Title: _____

Witness: _____

Witness Signature: _____

EAST WINDSOR TOWNSHIP
GUARANTEE OF PERFORMANCE
(Consent of Surety)

Identification of Bid Item(s)/Service(s): **Resurfacing and Associated Repairs for portions of Dutch Neck Road between Hightstown Borough and 400' West of US Highway 130 and portions of Morrison Avenue between Hightstown Borough and Dutch Neck Road**

TO THE HONORABLE MAYOR AND MEMBERS OF COUNCIL OF THE TOWNSHIP OF EAST WINDSOR

This is to certify that (name of Surety Company): _____

will provide (name of Bidder): _____

with a bond in accordance with the requirements of Section II, Bid Security of the Instructions to Bidders, in an amount equal to 100% of the full contract price if the contract is awarded to the above name bidder.

Name of Surety Company: _____

Address: _____

Signature of Authorized Agent of Surety Company: (Sealed) _____

Print or Type Name of Authorized Agent of Surety Company: _____

Title of Authorized Agent of Surety Company: _____

Date: _____

Signature of Bidder: _____

Date: _____

NOTE: BOND MUST FALL DUE ON SPECIFIED DATE OF DELIVERY. BOND MUST CONFORM TO REQUIREMENTS SET FORTH IN SECTION II. BID SECURITY

**EAST WINDSOR TOWNSHIP
NON-COLLUSION AFFIDAVIT**

County of _____)

ss

State of _____)

The undersigned bidder or agent, _____
upon his/her oath deposes and says that he/she has not, either 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 proposal submitted to East Windsor Township on the _____ day of _____, 20____

Signature: _____

Title: _____

Sworn to and subscribed before me this _____ day of
_____ 20____

My commission expires: _____

Notary Public: _____

**NOTE: THIS STATEMENT MUST BE COMPLETED AND SIGNED IN ORDER FOR THE BID TO
BE CONSIDERED**

EAST WINDSOR TOWNSHIP

STATEMENT OF CORPORATE OWNERSHIP DISCLOSURE

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

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

Identification of Bid / Proposal:

Part I Check the line that represents the type of business organization:

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

Part II

_____ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent of more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

or

_____ No one stockholder in the corporation owns 10 percent or more if its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

(Please attach more sheets if more space is needed)

Part III **DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OF LLC MEMBERS LISTED IN PART II**

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

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page No.(s)

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part III	Home Address (for Individuals) or Business Address

PART IV **Certification**

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

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

EAST WINDSOR TOWNSHIP

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

1. The number and type of Equipment, Vehicle, etc. intended to be used to fulfill all requirements of the Contract Documents with respect to the Specifications are listed Table 1 and 2 and attached hereto.

Note: If the Bidder **owns or controls** all the necessary equipment required, complete Paragraph 2 below: If the Bidder **does not own or control** all the necessary equipment required, complete Paragraph 3 below.

2. The bidder owns or controls all the necessary equipment shown in Table 1 and required to accomplish the work described in the Contract Documents during the Contract Term.

Name of Bidder: _____

Signature: _____

Title: _____

Date: _____

3. The Bidder does not own or control all the necessary equipment required to accomplish the Work described in the Contract Documents during the Contract Term. The equipment actually owned or controlled by the Bidder is identified in Table 1.

The remaining equipment required to perform the Work described is noted in Table 2 together with the certification of the owner or person in control of such equipment.

Name of Bidder: _____

Bidder's Signature: _____

Title: _____

Date: _____

EAST WINDSOR TOWNSHIP
TABLE 1
LIST OF EQUIPMENT
OWNED OR CONTROLLED BY BIDDER

Type of Equipment
Equipment
(Vehicle, Pump, Etc.)

Model

Age

Number

Make

(attach additional sheets if necessary)

EAST WINDSOR TOWNSHIP
TABLE 2

**CERTIFICATION OF OWNER OR CONTROLLER OF EQUIPMENT
NOT OWNED OR CONTROLLED BY BIDDER**

This is to certify that I, the undersigned, own or control the equipment required and noted below and definitively grant the Bidder named below the control of said equipment during such time as may be required for that portion of the Work described in the Contract Documents for which said equipment is necessary for the term of the contract.

(Name of Owner or Controller) _____

(Name of Bidder) _____

By: _____

(Signature)

Name: _____

Title

Type of Equipment
Equipment
(Vehicle, Pump, Etc)
Model

Age

Number

Make

(Attach additional sheets as necessary)

**EAST WINDSOR TOWNSHIP
AMERICANS WITH DISABILITIES ACT OF 1990**

Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT (42 U.S.C. 812101 at seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servant employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the Township of East Windsor in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township of East Windsor grievance procedure, the CONTRACTOR agrees to abide by any decision of the Township of East Windsor which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township of East Windsor or if the Township of East Windsor incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

Name of Bidder: _____

Signature: _____

Title: _____

Date: _____

EAST WINDSOR TOWNSHIP

AFFIRMATIVE ACTION QUESTIONNAIRE

Kindly complete this questionnaire. In the event that you/your firm is awarded this contract, the necessary forms will be sent to you. This form **MUST** be submitted with the Bid Proposal.

1. Our Company has a federal affirmative action plan approval.

Yes _____ No _____

2. Our Company has a State Certificate of Employee Information Report Approval.

Yes _____ No _____

3. If you do not have one of the above approvals, indicate whether you have:

_____ More than 50 employees.

_____ Less than 50 employees.

4. I have more than 50 employees; please send us an Affirmative Action Form for our completion.
(AA 302 — Affirmative Action Employee Information Report)

_____ (Check here if applicable.)

5. I have fewer than 50 employees; please send an affidavit for my completion.

_____ (Check here if applicable.)

The bidder to whom the contract has been awarded shall, within seven (7) days in the case of the notification of construction awards and within three (3) days in the case of notification of procurement and service awards, execute and submit any affirmative action forms in compliance with P/L: 1975, c.127.

I HEREBY CERTIFY that the above information is correct to the best of my knowledge. The vendor below will comply with all applicable affirmative action requirements.

(PLEASE PRINT OR TYPE)

Name of Bidder: _____

Bidder's Signature: _____

Title: _____

Date: _____

EAST WINDSOR TOWNSHIP

PROCUREMENT AND SERVICE CONTRACT MANDATORY LANGUAGE
Statement of Compliance with Chapter 127 of the Public Laws of 1975

Identification of Bid Item (s)/Service(s): **Reconstruction and Resurfacing of Morrison Ave. and Portions of Dutch Neck Road**

During the performance of this contract, the successful bidder agrees as follows:

- a. 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 or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non discrimination clause.
- b. The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.
- c. The contractor or subcontractor; where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance 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.
- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to PL 1975, c. 27, as amended and supplemented from time to time.
- e. 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 Section 5.2 of the Regulations promulgated by the Treasurer Pursuant to PL 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 Section 5.2 of the Regulations promulgated by the Treasurer pursuant to P. L. 1975, c.127, as amended and supplemented from time to time.
- f. The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing confirms 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.

EAST WINDSOR TOWNSHIP

PROCUREMENT AND SERVICE CONTRACT MANDATORY LANGUAGE

- h. 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 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.

Provisions (d), (e), (f), (g), or (h) are not required for subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

Name of Bidder: _____

Bidder's Signature: _____

Title: _____

Date: _____

EAST WINDSOR TOWNSHIP

CONSTRUCTION CONTRACT MANDATORY LANGUAGE

Statement of Compliance with Chapter 127 of the Public Laws of 1975

Identification of Bid Item (s)/ Service (s): **Resurfacing and Associated Repairs for portions of Dutch Neck Road between Hightstown Borough and 400' West of US Highway 130 and portions of Morrison Avenue between Hightstown Borough and Dutch Neck Road**

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

- a. 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 or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.
- b. The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance 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.
- d. 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.
- e. When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority workers in each construction trade consistent with the applicable employment goal prescribed by Section 7.3 of said Regulations; 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 the following provisions, A, B, and C 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 workers is equal to or greater than the applicable employment goal prescribed by Section 7.3 of the Regulations 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 (3) 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 Regulations promulgated by the

EAST WINDSOR TOWNSHIP

CONSTRUCTION CONTRACT MANDATORY LANGUAGE (continued)

Treasurer pursuant to P.L. 1975, c.127, as it is supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five (5) days prior to the commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority workers 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 workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared directly to hire minority workers consistent with the applicable employment goal by complying with the following hiring procedures prescribed under (B); and the contractor or subcontractor further agrees immediately to take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority workers consistent with the applicable employment goal.

- B. 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 the preceding provisions (a) , or if the contractor or subcontractor 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 goal:

To notify the Public Agency Compliance Officer, Affirmative Action Office and at least one minority referral organization of its employment needs, and request the referral of minority workers.

To notify any minority workers who have been listed with this as awaiting available vacancies.

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 workers to fill job openings.

To leave standing request for additional referral of minority 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 the other approved referral sources until such time as the workforce is consistent with the employment goal.

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 employees remain on the site consistent with the employment goal; and to employ any minority workers 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 Regulations implementing P.L. 1975, c.127

EAST WINDSOR TOWNSHIP

CONSTRUCTION CONTRACT MANDATORY LANGUAGE (continued)

To adhere to the following procedure when minority workers apply or are referred to the contractors or subcontractor:

- i. 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 worker's 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 workers who qualify as trainees pursuant to subsection 2 (k) of these Regulations. All of the requirements of this paragraph, however, are limited by the provisions of paragraph © below.
- ii. If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said minority group individual shall be maintained on a waiting list for the first consider 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 said minority group individual is not qualified or if said individual qualifies as an advanced trainee or apprentice, said contractor or subcontractor shall inform said individual in writing with the reasons for the determination and maintain a copy in its files, and send a cop to the Public Agency Compliance Officer and the Affirmative Action office.

To keep a complete and accurate record of all request made for the referral or workers in any trade covered by the contract, and said records shall be kept on forms made available by the Affirmative Action Office and shall be submitted promptly to that Office upon request.

- C The Contractor or subcontractor agrees that nothing contained in the preceding provisions (B) shall preclude or subcontractor from complying with the hiring hall or apprenticeship or provisions in any applicable collective bargaining agreement or hiring hall agreement, and where required by custom or agreement, it shall send journey workers and 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 minority persons or the failure to refer minority group persons consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to said provisions (B) without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ minority advanced trainees and trainees in numbers which result in the employment of advanced trainees as a percentage of the total workforce for the construction trade, which percentage significantly 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 the preceding provision (B), it shall, where practicable, employ minority workers residing within the geographical jurisdiction of the union.

EAST WINDSOR TOWNSHIP

CONSTRUCTION CONTRACT MANDATORY LANGUAGE (continued)

D The contractor agrees to complete monthly Project Manning Reports on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit an initial copy of said form no later than three (3) days after signing a construction contract; provided, however, that the public agency may extend in the particular case the allowable time for submitting the initial form no more than fourteen (14) days; and to submit a copy of said form once a month thereafter for the duration of this contract to the Affirmative Action Office and to the Public Agency compliance Officer, provided, however, that for construction projects with a total cost of less than \$50,000.00 the initial and monthly Project Manning Reports shall not be submitted except when requested by the Affirmative Action Office. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for outreach and training of minority trainees employed on the construction projects.

Provisions (d) and (e) not required for contractors or subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

Name of Bidder: _____

Bidder's Signature: _____

Title: _____

Date: _____

**EAST WINDSOR TOWNSHIP
FORM OF PERFORMANCE BOND/PAYMENT BOND**

Know all men by these present: That _____, hereinafter called the Contractor and _____.

A corporation authorized to execute surety bonds under the laws of the State of New Jersey, are held and firmly bounded unto **EAST WINDSOR TOWNSHIP**, 16 Lanning Boulevard, East Windsor, NJ 08520 in the penal sum of \$ _____ dollars (\$ _____) lawful money of the United States of America, to the payment of which sum well and truly to be made, the bidder and surety herein firmly bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by the present.

Whereas the Contractor did on the _____ day of _____ 20____, enter into a written contract with **EAST WINDSOR TOWNSHIP** for furnishing and delivering of _____ under contract entitled **Resurfacing and Associated Repairs for portions of Dutch Neck Road between Hightstown Borough and 400' West of US Highway 130 and portions of Morrison Avenue between Hightstown Borough and Dutch Neck Road**

for the sum of: \$ _____ dollars.

Now, therefore, the condition of this obligation is such that if the Contractor, his or it's executors, administrators or successors, shall in all things well and truly keep and perform the covenants, conditions and agreements in the contract and in any alterations thereof made as therein provided, on his or it's part to be kept and performed at the time in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless **EAST WINDSOR TOWNSHIP**, and all of its officers, agents, and employees, as therein stipulated, and shall also promptly pay for all such labor performed or furnished and for all such materials and equipment furnished as shall be performed or furnished for, and used in, carrying on the work covered by the contract, or shall see that they are promptly paid for, whether or not said labor is directly performed for or furnished to the Contractor, or is directly performed upon the work covered by the contract, and whether or not said materials are furnished to the Contractor or even directly used upon said work; and shall also pay for all Workmen's Compensation, Public Liability, and Other insurance as stipulated in the contract, and all Federal and State Unemployment, Social Security and Compensation Taxes; then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

This bond is subject to all rights and powers of Said _____ and subject to other provisions as set forth in the contract, and is subject to the provisions that no extension of the time of performance of the contract or delay in the completion of the work there under, or any alterations, thereof, made as therein provided, shall invalidate this bond or release the liability of the surety hereunder.

In Witness whereof said bidder and surety have hereunder set their respective names this _____ day of _____, 20_____.

(Name of Surety)

By: _____

Witness as to Surety: _____

Name of Bidder: _____

Bidder's Signature (Seal) _____

Title: _____

Witness: _____

Witness Signature: _____

CD-21

EAST WINDSOR TOWNSHIP

FORM OF CONTRACT

This Agreement, made this _____ day of _____, 20____ by and between EAST WINDSOR TOWNSHIP, 16 Lanning Boulevard, East Windsor, New Jersey 08520

(hereinafter called "TOWNSHIP"), and _____ (hereinafter called "Contractor")

Witnesseth;-That the said Contractor for and in consideration of the sums set forth in the proposal, dated, which proposal shall become part of this contract, approved by the TOWNSHIP on this _____ day of _____ 20____, by Resolution R20_____ hereby covenants and agrees to furnish and deliver the services specified under the contract entitled **Resurfacing and Associated Repairs for portions of Dutch Neck Road between Hightstown Borough and 400' West of US Highway 130 and portions of Morrison Avenue between Hightstown Borough and Dutch Neck Road**

The Advertisement, Notice to Bidders, Information to Bidders, all Addenda, the Proposal submitted by the Contractor and the Specifications are made part of this contract.

This contract shall be binding upon the TOWNSHIP and the successors and assigns and on the Contractor and it's heirs, executors, administrators, successors and assigns.

The Contractor shall furnish all services, except as herein otherwise specified, and everything necessary or proper for completing the work required by this contract, in the manner and within the time specified. He shall complete the entire work to the satisfaction of the TOWNSHIP, and in accordance with the specifications herein mentioned. At the prices herein agreed upon and fixed therefore. All services to be furnished under this contract shall be furnished strictly, pursuant to, and in conformity with, the attached specifications under the terms of this contract.

The Contractor agrees to make payment for all proper charges for material and equipment as required for the TOWNSHIP, and further agrees to indemnify, save harmless and defend the TOWNSHIP, it's officers, agents and servants and each and every one of them against and from all suits and claims of every name and description and from all damages to which the said TOWNSHIP, or any of it's officers, agents or servants may be subjected to, by reason of injury to the person or property of others resulting from the carelessness in the furnishing and delivery of said contract work through any improper or defective machinery, implements or appliances used by the bidder, in the aforesaid work or though any act or omission on the part of said Contractor, his officers or agents, servants or employees.

The TOWNSHIP shall in all cases determine the amount, quality, acceptability and fitness of services which are to be paid for under this contract and shall in all cases decide every question of fact which may arise relative to the fulfillment of this contractor on the part of the TOWNSHIP and on the part of the Contractor. 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.

After award of contract by the TOWNSHIP, the Contractor shall forthwith tender sufficient copies of executed documents and agreements, in satisfactory form.

The time for implementation of service contract, and duration shall be in accordance with the proposal.

It is distinctly agreed and understood that any changes made in the specifications for this work, (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payments made by the TOWNSHIP to the bidder, shall in no way annul, release, or affect the liability and surety given by the Contractor.

CONSTRUCTION CONTRACT MANDATORY LANGUAGE (continued)

The TOWNSHIP may keep any moneys which would otherwise be payable at any time hereunder, and apply the same or so much as may be necessary therefore, to the payment of any, expenses, losses or damages, incurred by the TOWNSHIP and determined as herein provided, and may retain until all claims are settled or secured so much of such money as the TOWNSHIP shall be of the opinion will be required to settle all claims filed with the TOWNSHIP, it's officers and agents, relating to this contract.

The Contractor guarantees that the services to be furnished by him under this contract will at all times meet the conditions and properties specified.

Accompanying this contract, the bidder has submitted to the owner a performance bond in the amount of 100% of the contract price as surety the bidder will faithfully perform the contract during the contract period.

In witness whereof, the TOWNSHIP has caused this agreement to be signed by the Mayor and attested to by the Municipal Clerk and it's corporate seal to be hereunto affixed, pursuant to the TOWNSHIP'S resolution adopted for that purpose, and the Contractor has caused this agreement to be signed by it's President and attested to by it's Secretary and it's corporate seal to be hereunto affixed, the day and year above written.

ATTEST:

EAST WINDSOR TOWNSHIP

Municipal Clerk

BY: _____
MAYOR JANICE S. MIRONOV

Contractor's Name: _____

Contractor's Signature (Seal): _____

Title _____

Witness _____

Witness Signature _____

EAST WINDSOR TOWNSHIP

BIDDER'S REFERENCES

Contract for which bid submitted _____

<u>Reference Name</u>	<u>Nature of Contract</u>	<u>Address/Phone</u>	<u>Contact Person</u>
-----------------------	---------------------------	----------------------	-----------------------

Bidder's Signature: _____

Date: _____

Special Notice to Bidders

East Windsor Township had applied for and been granted an "Occupancy Permit" for this project. Copies of the plans and the permit are part of the bid documents.

All bidders should review and be familiar with all of the permit conditions. In particular work hours and safety concerns should be thoroughly reviewed. NO exceptions to the conditions of the permit are allowed. All work performed as part of this project must be in conformance with the conditions of the permit.

All bidders should also review the traffic control permit included in the plans and specifications in regard to the required signage for the detour routes. All signs must be in place prior to work in the NJDOT ROW and signs must be bagged each day at the conclusion of work.

All signs shall be removed within 48 hours of the completion of the project.

Form MT-XXXX 09/02
DISTRIBUTION:
ORIG - PERMITTEE
1 Copy - REGION FILE
1 Copy - FIELD INSPECTOR
1 Copy - MAINT. FOREMAN

NEW JERSEY DEPARTMENT OF TRANSPORTATION
HIGHWAY OCCUPANCY PERMIT

PERMIT NO LSC-130-C-22323-2019
COUNTY Mercer
MUNICIPALITY East Windsor Township
ROUTE NO 130

*The required fee must accompany this permit
either by money order or check, payable to the
New Jersey Department of Transportation
-CASH WILL NOT BE ACCEPTED-*

PERMITTEE:

EAST WINDOR TWP
WILLIAM ASKENSTEDT
16 LANNING BLVD
EAST WINDSOR NJ 08520

You are hereby granted permission for LANE/SHOULDER CLOSING on BOTH side(s) of Route No. 130

at the following location(s): DUTCH NECK RD

in East Windsor Township

County of Mercer

THIS PERMIT AUTHORIZES:

Lane/shoulder closing as indicated on the attached plan. All work performed within State right of way is to be done as delineated on both sides of this document and attachments thereto. The attached conditions, which must be signed by the permittee on the bottom of each sheet, are part of this permit and must be adhered to. Prior to beginning work, the Daily Lane and Shoulder Closure Request Form included with this permit must be completed and faxed as indicated. This permit is not valid until the confirmation number obtained from the one call system is supplied to this office in accordance with P.L. 1994, Chapter 118, Item #11 of the Underground Facility Protection Act.

Approved plans for the above-mentioned project attached hereto and made a part hereof are entitled: Plans received on 12/20/19

I, we, the undersigned, herewith agree to accept and comply with the following:

The permit is for the designated purpose only. If the installation in the future requires an adjustment or relocation, a new permit must be secured. The cost of construction work and material will be entirely at the Permittee's expense. The Department will not share in any expense whatsoever or do any construction work pertaining to this project.

The allowable work hours under this permit are Mon-Fri 9pm - 5am.

All construction work authorized herein will conform to the rules and regulations of the New Jersey Department of Transportation and conditions included herein and on the reverse side of this form.

All work will be done to the satisfaction of the Department.
No changes or alterations may be made at any time without written permission from the N.J.D.O.T.

No work in connection with this permit will be started until it is approved and issued. Notice will be given to the Permit Office 10 Department business days prior to commencing work.


After the construction work under this permit is completed, notification shall be given to the Permit Office that the work has been completed and is ready for final inspection and approval, by the Department.

Enclosed is the required fee, in the amount of \$0.00 (PAID IN FULL) payable to the New Jersey Department of Transportation.

If a permit is granted, I or we agree to comply with the rules and regulations of the New Jersey Department of Transportation as set forth in the conditions included therein and on the reverse side of this form. In addition, I or we understand that N.J.S.A. 27:7-44.1 makes any violation of the provisions of the permit subject to a fine (Not exceeding \$100.00 per day) and civil action for the costs of prosecution as well as civil action for trespass to remove any non-conforming use. This permit cancels and supersedes any and all HIGHWAY OCCUPANCY at the above location and as shown on the attached plan.

1/13/20
(Date)

DO NOT WRITE BELOW


(Signature and Title of Agent)

This permit is granted subject to the covenants, premises, terms and conditions set forth herein and made a part of this revocable permission. A copy with the supporting plan shall be available on the site until the project is completed.

PERMIT NO. LSC-130-C-22323-2019

APPROVED BY

DATE

JAN 17 2020

TITLE

Paul D. Menz
Supervising Engineer, OPERATIONS PERMIT OFFICE

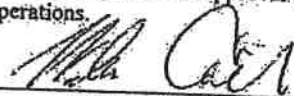
UNLESS THE WORK AUTHORIZED UNDER THIS PERMIT IS COMPLETE WITHIN ONE YEAR OF DATE OF ISSUE, OR THE PERMIT IS EXTENDED WITHIN THAT TIME, THIS PERMIT SHALL BECOME NULL AND VOID.

Lane or Shoulder closing on State Highways Conditions
Permit #: LSC-130-C-22323-2019

1. The allowable work hours under this permit are Mon-Fri 9pm – 5am. The permittee shall not interfere with the normal flow of traffic, reduce the number of traffic lanes, or change any traffic pattern at any other time on weekdays and all day on Saturday, Sunday and holidays; unless specifically approved by the Permits office.
2. The local police department should be notified by the permittee before starting any construction that may interfere with traffic.
3. Material cannot be stored nor equipment parked within the State's Right of Way, except as necessary during actual working operations.
4. Lane widths and traffic control devices shall be in conformance with the traffic control plan.
5. The permittee is responsible for installing and maintaining approved construction warning signs. All signs and other protective devices, unless otherwise directed, shall comply with the requirements of the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, issued by the Federal Highway Administration (FHWA).
6. Competent uniformed traffic directors shall be employed at every location where the contractor's equipment is working immediately adjacent to, or is entering, leaving or crossing active traffic lanes. The traffic directors shall be employed continuously for the full time such conditions exist.
7. In the event of severe weather or exigent circumstance, the Department shall require the permittee to take whatever steps necessary to secure the traveled way for emergency operations. All work on the roadway shall stop and be cleared of all equipment and material. The area shall be secured to allow safe passage as to not interfere with Department emergency operations.
8. All employees and/or supervisors engaged in a work operation that exposes them to the motoring public, or to a hazardous road condition, or whenever an employee or supervisor is within the State Right of Way (shoulder, etc.) or within a coned-in area, will wear the proper safety apparel, which includes a safety vest.
9. No lane closures will be permitted on the following holidays:
Easter Sunday (including 6:00 am Saturday until noon Monday)
Memorial Day (see note below)
July 4th (see note below)
Labor Day (see note below)
Election Day (6:00 am until 8:00 pm)
Thanksgiving Day (see note below)
Christmas Day (see note below)
New Year's Day (see note below)

NOTE:	
If Holiday Falls On:	No Lane Closures Permitted:
Sunday or Monday	6:00 am Friday until noon Tuesday
Tuesday	6:00 am Friday until noon Wednesday
Wednesday	6:00 am Tuesday until noon Thursday
Thursday	6:00 am Wednesday until noon Monday
Friday or Saturday	6:00 am Thursday until noon Monday
10. Your Permits Unit case manager [(609) 240-5319] is to be notified by phone a minimum of 10 Department business days before the start of work covered by this permit, and forms TO-102 and TO-100 (if applicable) are to be faxed or emailed to the appropriate Traffic Operations Center. All traffic restrictions, including lane width reductions, lane closures and detours are subject to the approval of the Permits office, Regional Traffic Engineer and the Bureau of Traffic Operations.

1/13/20
DATE


SIGNATURE OF PERMITTEE

**State of New Jersey
Department of Transportation**



**Special Provisions
For
State Aid Projects**

**Chris Christie
Governor**

**Kim Guadagno
Lt. Governor**

**James S. Simpson
Commissioner**

Edition 2011

SPECIAL PROVISIONS

FOR

STATE AID PROJECTS

**FOR THE RECONSTRUCTION AND RESURFACING OF MORRISON
AVE. AND PORTIONS OF DUTCH NECK ROAD**

IN THE TOWNSHIP OF EAST WINDSOR

COUNTY OF MERCER

AUTHORIZATION OF CONTRACT

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

SPECIFICATIONS TO BE USED

The 2019 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation (Department) as amended herein will govern the construction of this Project and the execution of the Contract.

These Special Provisions consist of the following:

WAGE RATES

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

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

GENERAL

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

Award of contract and subletting will not be permitted to, materials will not be permitted from, and use of equipment will not be permitted that is owned and/or operated by, firms and individuals included in the report of suspensions, debarments and disqualifications of firms and individuals as maintained by the Department of the Treasury, General Services Administration, CN-039, Trenton NJ 08625 (609-292-5400).

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

Whenever any section, subsection, subpart or subheading is amended by such terms as changed to, deleted or added it is construed to mean that it amends that section, subsection, subpart or subheading of the 20047 Standard Specifications unless otherwise noted.

Whenever reference to page number is made, it is construed to refer to the 20047 Standard Specifications unless otherwise noted.

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

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

SECTION 401 –HOT MIX ASPHALT (HMA) COURSES
ALTERNATE SUBSECTIONS 401.03.03 H, I AND J
FOR
STATE AID PROJECTS

401.03.03 H AIR VOIDS ACCEPTANCE PLAN
THIS SUBSECTION IS REPLACED BY THE FOLLOWING:

H. Air Void Requirements.

Pavement lots are defined as approximately 15,000 square yards of pavement in Surface area. If pavement lot area is less than 5000 square yards, the Regional District Local Aid Office may waive the air voids requirements.

The RE will designate an independent testing agency (Laboratory) to perform the quality assurance sampling, testing and analysis. The Laboratory is required to be accredited by the AASHTO Accreditation Program (www.amrl.net). The Laboratory's accreditation must include AASHTO T 166 and AASHTO T 209.

The Laboratory Technician who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 1.

The Laboratory will determine air voids from 5 (Five) 6 inch diameter cores taken from each lot in random locations within the traveled way and at least one core in each travel lane. The Laboratory will determine air voids of cores from the values for the maximum specific gravity of the mix and the bulk specific gravity of the core. The Laboratory will determine the maximum specific gravity of the mix according to NJDOT B-3 and AASHTO T 209, except that minimum sample size may be waived in order to use a 6-inch diameter core sample. The Laboratory will determine the bulk specific gravity of the compacted mixture by testing each core according to AASHTO T 166.

The Laboratory will calculate the in-place air voids of each completed lot outside the acceptable range of 2 percent air voids to 8 percent air voids.

The RE will assess a reduction in lot due to nonconformance to air voids according to the Table 401.03.03-3.

Table 401.03.03-3 Reduction for Nonconformance to Air Voids Requirements	
Lot Average Air Void Value (Five Samples)	Reduction Per Lot (Percent of Lot)
0.0 to 1.9	10
2.0 to 8.0	0
8.1 to 9.0	5
9.1 to 10.0	15
10.1 to 12.0	30
Over 12.0	Remove & Replace

If the average air voids for the lot is greater than 12.0 percent, remove and replace the lot. The replacement work is subject to the same requirements as the initial work.

401.03.03 I THICKNESS REQUIREMENTS

ADD THE FOLLOWING FOR RESURFACING PROJECTS.

THIS SUBSECTION IS DELETED. IN NO INSTANCE WILL A COMPACTED AVERAGE THICKNESS OF LESS THAN 1.25 INCHES BE ACCEPTABLE.

ADD THE FOLLOWING FOR NEW CONSTRUCTION, COMPLETE RECONSTRUCTION OR WIDENINGS GREATER THAN EIGHT FEET.

THIS SUBSECTION IS REPLACED BY THE FOLLOWING:

I. Thickness Requirements.

Thickness requirements will apply when full-depth, uniform-thickness HMA pavement construction is shown.

Pavement lots are defined as approximately 15,000 square yards of pavement area. The Engineer will not include areas consisting of different HMA mixtures or thicknesses in the same lot. If thickness lot area is less than 5000 square yards, the Regional District Local Aid Office may waive the thickness requirements.

The RE will designate an independent testing agency (Laboratory) to perform the quality assurance sampling, testing and analysis. The Laboratory is required to be accredited by the AASHTO Accreditation Program (www.amrl.net). The Laboratory's accreditation must include AASHTO T 166 and AASHTO T 209.

The Laboratory Technician who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 1.

The Laboratory will test for thickness using the full-depth cores taken for surface course air voids, evaluated according to NJDOT B-4. The Laboratory will base acceptance on total thickness and thickness of the surface course.

- 1. Total Thickness. The Laboratory will calculate the percent defective (PD) as the percentage of the lot that is less than the design thickness. The Department will base total thickness acceptance on the percentage of the lot estimated to fall below the specified thickness as follows:

- a. Sample Mean (\bar{X}) and Standard Deviation (S) of the N Test Results (X_1, X_2, \dots, X_N).

$$\bar{X} = \frac{(X_1 + X_2 + \dots + X_N)}{N}$$

$$S = \sqrt{\frac{(X_1 - \bar{X})^2 + (X_2 - \bar{X})^2 + \dots + (X_N - \bar{X})^2}{N - 1}}$$

- b. Quality Index (Q_L).

$$Q_L = (\bar{X} - T_{des})/S, \text{ and } T_{des} \text{ is the design thickness.}$$

- c. Percent Defective (PD). Using NJDOT ST for the appropriate sample size, determine the percentage of material (PD) falling below the design thickness associated with Q_L (lower limit).

- d. Reduction in Payment. The Department will determine the reduction in payment based on the quantity of the surface course multiplied by the percent reduction in payment from Table 401.03.03-5.

Table 401.03.03-5 Reduction in Payment for Nonconformance to Requirements for Total Thickness

Percent Defective	Percent Reduction
0 to 25.0	0
25.1 to 30.0	2
30.1 to 35.0	5
35.1 to 40.0	10
40.1 to 45.0	20
Over 45.0	Remove & Replace

- e. **Removal and Replacement.** If the lot PD ≥ 45 , remove and replace, or mill and overlay, the lot. The replacement work is subject to the same requirements as the initial work.
2. **Surface Course Thickness.** The Laboratory will evaluate the surface course solely to determine whether a remove-and-replace or an overlay condition exists, not for pay adjustment. The Laboratory will calculate the percent defective (PD) as the percentage of the lot that is less than the allowable thickness for the nominal maximum aggregate used in the surface course. The Laboratory will accept pavement lots with PD ≤ 25 and will reject pavement lots with PD > 25 .

The Laboratory will base surface thickness acceptance on the percentage of the lot estimated to fall below the allowable thickness as follows:

- a. **Sample Mean (\bar{X}) and Standard Deviation (S) of the N Test Results (X_1, X_2, \dots, X_N).** Calculate using the formula as specified in 401.03.03.1.1.
- b. **Quality Index (Q).**

$$Q_L = (\bar{X} - T_{all})/S, \text{ where } T_{all} \text{ is the minimum allowable thickness from Table 401.03.03-6.}$$

Table 401.03.03-6 Surface Course Thickness Requirements

HMA Mix Design Size Designation	Minimum Allowable Compacted Lift Thickness (T_{all})
4.75 MM	0.75 inch
9.5 MM	1.00 inch
12.5 MM	1.25 inches
19 MM	2.00 inches

- c. **Percent Defective.** Using NJDOT ST for the appropriate sample size, determine the percentage of material (PD) falling below the allowable thickness associated with Q_L (lower limit).
- d. **Removal and Replacement.** If the surface course fails to meet the acceptance requirement with a PD ≤ 25 , the Department will require removal and replacement of the lot. The replacement work is subject to the same requirements as the initial work.

REPLACE 401.03.03.J WITH THE FOLLOWING:

- J. **Ride Quality Requirements.** The Department may evaluate the HMA surface course placed in travel lanes using the International Roughness Index (IRI) according to ASTM E 1926. Other areas will be tested with a ten foot straight edge. The Department will use the measured IRI and straight edge to compute pay adjustment (PA). The PA will be negative for defective work.

The RE will designate an independent testing agency to perform the ride quality testing and analysis. The testing agency is required to comply with certification requirements according to NJDOT R-1.

The Department will calculate the Pay Adjustment (PA) as specified in Table 401.03.03-7 and will base PA on lots of 0.01 mile length for each travel lane.

1. Smoothness Measurement.

The testing agency will test the longitudinal profile of the HMA surface course for ride quality with a Class 1 Inertial Profiling System according to AASHTO MP 11 approved according to AASHTO PP 49.

The testing agency will test the full extent of the pavement in the direction of travel in each wheel path. The single IRI value reported for each 0.01-mile lot of pavement is the average of 3 runs.

2. Other Areas.

In addition to the above, a 10-foot straightedge shall be used for the following areas: transverse profile of the finished riding surface, longitudinal and transverse profile of shoulders and ramps, utility hardware, drainage inlets and manholes, and any other areas so designated in the Special Provisions. Any areas that have more than a 1/4-inch deviation between any two contact points of the straightedge shall be corrected by the Contractor using infrared heating to rework the material in a manner approved by the Engineer. Following correction, the area will be retested to verify compliance, each individual non-complying location will be assessed \$250 negative PA.

3. Control Testing.

Perform control testing during HMA placement to ensure compliance with the ride quality requirements specified in Table 401.03.03-7.

4. Preparation for IRI Testing.

Provide the necessary traffic control when the testing agency performs IRI testing. Perform required mechanical sweeping of the surface course before IRI testing. To facilitate auto triggering on laser profilers, place a single line of preformed traffic marking tape perpendicular to the roadway baseline 300 feet before the beginning of each lane to be tested.

5. Acceptance.

The Engineer will determine acceptance and make payment adjustments based on the following:

i. Pay Adjustment.

The pay equations in Table 401.03.03-7 express the pay adjustment in dollars per lot of 0.01 mile. For lots of any other length, the Engineer will scale the pay adjustment up or down in proportion to the actual length of the lot. IRI numbers are in inches per mile.

Local Roadways with Posted Speed \geq 45 MPH	IRI \leq 100	PA = \$0
	100 < IRI \leq 170	PA = (IRI - 100) \times (-\$1.43)
	IRI > 170	Remove & Replace
Local Roadways with Posted Speed < 45 MPH	IRI \leq 120	PA = \$0
	120 < IRI \leq 220	PA = (IRI - 120) \times (-\$1.00)
	IRI > 220	Remove & Replace

ii. Retest provision.

After testing, if the IRI exceeds the Remove and Replace value (RRV) in Table 401.03.03-7, the testing agency will retest the lot. The testing agency will average the IRI values from the initial test and the retest to determine the final result.

iii. Removal and Replacement.

If the average IRI is greater than the RRV after a retest is performed, remove and replace the lot. Any replacement work is subject to the same requirements as the initial work. If only a small percentage (less than 8 percent) of paving lots falls under the RRV, the RE may allow the Contractor to submit a plan for corrective action. If the Contractor's plan for corrective action is not approved, the RE may require removal and replacement, or may allow the lot to remain in place and the lot will be subject to the pay adjustment as computed in Table 401.03.03-7. If the Contractor's plan for corrective action is approved and the lot is reworked, the testing agency will test and evaluate it as a new lot that must meet the same requirements as the initial work.

SECTION 902 - ASPHALT

902.02.03 MIX DESIGN

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

UNLESS OTHERWISE APPROVED BY THE ENGINEER, ONLY ONE SOURCE OF SUPPLY FOR HOT MIX ASPHALT SURFACE COURSE MAY BE USED ON THE PROJECT.

902.02.04 SAMPLING AND TESTING

DETERMINATION OF CONFORMANCE TO THE VOLUMETRIC PROPERTIES BY SAMPLING AND TESTING AT THE HMA PLANT BY AN INDEPENDENT TESTING AGENCY AND/OR LABORATORY IS PREFERRED; HOWEVER, THE FOLLOWING CHANGES TO SUBSECTION 902.02.04 MAY BE USED AS AN ALTERNATE TO THE SAMPLING AND TESTING PROVISIONS LISTED IN SUBSECTION 902.02.04 TO DETERMINE CONFORMANCE TO THE SPECIFICATION REQUIREMENTS.

ADD THE FOLLOWING TO 902.02.04:

F. Acceptance of HMA. The Department may accept the HMA as specified in 902.02.04.A through 902-02.04,E by employing staff or an independent testing agency at the HMA plant during production. The inspector who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2.

Alternatively, the Department may accept the HMA by Certification of Compliance according to 106.07.

TECHNICAL SPECIFICATIONS

GENERAL CONSTRUCTION REQUIREMENTS

1. SPECIFICATIONS - All work shall be done in conformance with the New Jersey Department of Transportation 2007 Standard Specifications (N.J. DOT S.S.) for Road and Bridge Construction, or latest edition, and with the 2011 Special Provisions for State Aid Projects and any Subsequent Supplements and Addenda if any, OSHA 2002 Current Printing and with these Specifications and the Plans. In case of conflict, NJDOT Specifications shall govern. There shall be a competent job superintendent from the General Contractor's office on site at all times. The job superintendent must have the authority to stop work at any time.

The New Jersey Department of Transportation Standard Specifications are made a part of these specifications by this reference. It is the responsibility of all prospective bidders to become familiar with these Standard Specifications, copies of which may be examined at the office of the Engineer, and may be obtained, upon payment of the cost thereof, from:

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

In the New Jersey Department of Transportation Standard Specifications, the words "COMMISSIONER" or "DEPARTMENT" shall refer to and mean the Authority Officials legally empowered to enter into contracts and otherwise legally act for the Township of East Windsor. The word "STATE" shall refer to and mean the Township of East Windsor as hereinbefore defined.

The word "ENGINEER" shall refer to and mean the Township of East Windsor Engineer as herein before defined and the word "INSPECTOR" shall mean the authorized representative of the Township of East Windsor Engineer. The word "LABORATORY" shall mean and refer to the Township of East Windsor Engineer who may, at his or her discretion, and with the consent of the Township of East Windsor, employ qualified technical personnel or testing laboratories to assist her in fulfilling the duties normally assigned to the "LABORATORY" in the New Jersey Department of Transportation Standard Specifications.

2. CONFORMANCE WITH LAWS - The work shall be done in conformance with all Federal, State and Municipal laws and ordinances.
3. MAINTENANCE OF CONSTRUCTION SITE - The Contractor shall be responsible to maintain the construction site in accordance with section 108.09 of N.J. DOT S.S. - "Maintenance Within the Project Limits." If the Contractor fails to maintain the site,

he shall be responsible to pay all costs of maintenance performed by the Township, in accordance with section 108.09 of N.J. DOT S.S.

4. UTILITIES - The locations of utilities, if shown on the plans, are approximate only. It is the Contractor's responsibility to give the utility companies at least seventy two (72) hours notice for location mark out, etc. Contractor shall provide the verification number to the Engineer. During construction, the Contractor shall protect all existing utilities. The Contractor shall bear the financial responsibilities for any damages incurred during construction. All repairs shall be done as soon as possible.

If any utility is in conflict with the proposed drain, sanitary sewer, water, curb, sidewalk, or other item in the project the Contractor shall contact the utility company for relocation and coordinate with their schedule. Any delay caused by the utility company for relocation etc. will not be compensated for by the Township of East Windsor.

No payment shall be made for preservation and protection of utilities.

5. UTILITIES TO BE FURNISHED BY THE CONTRACTOR

5.1 ELECTRICITY

The Contractor shall furnish at his own expense, all electric power required to complete the work. All arrangements with local utilities for power supply shall be made by the Contractor. If in any case electricity is made available by the Owner, the Contractor shall have installed a meter to determine the amount of current used by him and such electricity shall be paid for by the Contractor.

5.2 WATER

The Contractor shall provide and maintain at his own expense, an adequate supply of water of suitable quality and quantity for his use for construction purposes. He shall install and maintain at his expense, any necessary water supply connection, piping and metering at those locations as may be authorized by the Engineer.

5.3 SANITARY

The Contractor shall provide and maintain on the work site sanitary accommodations for all employees which shall comply with the regulations of the New Jersey State Department of Health and any other state or local bodies having jurisdiction.

6. INTERPRETATION OF QUANTITIES IN BID SCHEDULE - The quantities appearing in the bid schedule are approximate only and are prepared for the comparison of bids. Payment will be made only for the actual quantities of work completed and accepted and material furnished in accordance with the contract documents.

Such payment will be made at the original unit prices for the quantities of work accepted by the Engineer. The scheduled quantities of work to be performed and material to be furnished may each be increased or decreased. There shall be no additional payment above the cost of the unit prices for any increases in the bid quantity.

The bidder shall examine carefully the site of the proposed project, the plans, the specifications and the contract documents before submitting a proposal. The submission of a bid is conclusive evidence that the bidder has made such examination and is fully aware of the conditions to be encountered in performing the work even if all information is not shown on the drawings.

7. ELIMINATED ITEMS - Should any pay items contained in the bid proposal be found unnecessary for the proper completion of the work, the Engineer may eliminate such items from the contract. The Contractor shall not seek any compensation for such items.
8. CHANGE OF QUANTITIES - Should unanticipated conditions warrant an increase of contract quantities, the Contractor shall obtain prior written approval from the Engineer before proceeding with the work. Failure to obtain the necessary approval will result in rejection of the payment request for the increased quantities. There shall be no additional payment above the cost of the unit price.
9. CONTRACT CHANGES - All requests for changes in the contract specifications, quantities, etc. will be in writing from the Contractor to the Engineer, and the Township of East Windsor's response will be returned to the Contractor.
10. PRECONSTRUCTION MEETING - The Engineer will hold a preconstruction meeting prior to the start of construction. The meeting will be scheduled after the Engineer receives and approves a construction schedule, and list of subcontractors and job mix formula for paving, if required.

All Job Mix Formula Forms (Producer's Analysis of Materials) shall be signed by the Contractor stating the name of the project. They shall be valid for the current year. All subcontractors must attend the preconstruction meeting. The Contractor shall provide an emergency phone number at which he/she and the subcontractors can be reached twenty-four (24) hours a day until completion of this project.

11. CONSTRUCTION SCHEDULE - Prior to the Preconstruction Meeting the Contractor shall furnish, for approval, a construction schedule showing the order in which the Contractor proposes to prosecute the work; the dates on which the various work stages, operations, and principal items of work are to be constructed with completion dates. The Construction Schedule shall conform to N.J. DOT Supplementary Specifications Section 108.02.

Construction operations shall not begin until the construction schedule has been approved. Once the construction schedule has been approved, the Contractor shall not deviate from it without first notifying the Engineer in writing.

The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project according to the Contract Documents. The Contractor shall arrange and construct the work so that each successive construction operation at each location shall follow the preceding operation as closely as the requirements of the various types of construction permit.

This roadway is to remain open to through traffic at all times. The Township of East Windsor may revise stage construction and maintenance of traffic, if deemed necessary, due to unforeseen circumstances that may arise during construction.

If the Contractor falls ten percent or more of the total project time behind the submitted schedule, the Contractor shall submit a revised schedule for approval. Should the Contractor discontinue work for any reason, he shall notify the Engineer in writing before discontinuing work and at least 24 hours before resuming operations.

12. COMPLETION TIME

The completion time for this project is 60 Working Days from the Notice to Proceed.

13. FAILURE TO COMPLETE ON TIME - The Contractor and the Township of East Windsor recognize that a delay in completion results in damages to the Township of East Windsor in terms of the effect of the delay on the use of the Project, upon the public convenience and economic development of the Township of East Windsor, and also results in additional costs to the Township of East Windsor for engineering, inspection, and administration of the Contract. Because it is difficult or impossible to accurately estimate the damages incurred, the parties agree that if the Contractor fails to complete the Contract within the time stated or within such further time as may have been granted to the Contract, the Contractor shall pay the Township of East Windsor liquidated damages according to the schedule below. Such liquidated damages shall be paid for each and every day, as hereafter, defined that the Contractor is in default to complete the Contract.

Schedule of Liquidated Damages for Each Day of Overrun in Contract Time

Original Contract Amount		Liquidated Damages	
\$ 0	\$ 50,000	\$	225
50,000	100,000		330
100,000	500,000		450
500,000	1,000,000		675
1,000,000	2,000,000		900

The days in default mentioned above are the number of calendar days in default when the time for completion is specified on the basis of calendar days or a specified completion date, and are the number of working days in default when the time for completion is specified on the basis of working days.

14. **MAINTENANCE BOND** - When the Punch List is completed and all outstanding questions have been resolved, this project will be accepted. When a request is submitted for payment of retainage, a two (2) year maintenance bond (10% of the final contract price) shall be submitted and shall be dated the same as the final request for payment. The date shall be agreed to by the Township of East Windsor and the Contractor.

15. **NOTIFICATION OF PUBLIC** - Two (2) weeks prior to the start of work the Contractor shall install the "On or About Signs" (advanced warning signs) as detailed on Sheet 7 of the construction plans. The sign locations shall be approved by the Township in advance.

One (1) week prior to any road, drain, water, sanitary sewer, curb, sidewalk or tree work, the Contractor shall notify all residents affected by construction by mail. The notification shall be on the official letterhead of the Contractor and shall specify the date construction will start and the estimated date of completion.

A copy of the letter and a list of residents the letter was sent to shall be given to the Engineer prior to mailing.

Any time a resident and/or business is going to be affected individually, the Contractor or his representative shall contact that resident and/or business twenty-four (24) hours prior to any work being done in front of or on the affected property. The Contractor shall provide written notifications to the residents and/or businesses twenty-four hours in advance if their driveways or property would become completely or partially inaccessible. The Engineer shall be supplied copies of notifications. The Engineer shall also be given in writing the methods of delivery of these notifications.

16. **INSPECTION** - The Contractor shall notify the Township Inspector forty-eight (48) hours prior to starting the work. Any work done without an inspection will be cause for rejection. No backfilling shall occur unless pipes, etc. have been inspected and accepted by the Engineer.

17. **SUBMISSION OF PAYMENT REQUESTS** - Prior to submitting any request for payment, the Contractor shall notify the Inspector assigned to this project. The Contractor and the Inspector shall discuss each line item to be included for payment in the voucher. When agreement is made between the Contractor and the Inspector on the total amount of each line item to be paid, only then shall the Contractor submit a request to the Engineer for payment.

Payment will not be made for items requiring material slips which have not been submitted to the Inspector. Only materials used, that have the appropriate verification as herein mentioned, shall be eligible for payment. Duplicate copies of all delivery slips shall be provided to the Inspector.

18. SCOPE OF WORK - The Contractor shall thoroughly review all plans and specifications prior to construction. Plans and specifications must be referred to simultaneously to fully comprehend what is to be constructed.

Improvements include: removal and replacement of existing curb and sidewalk, construction of new curb, handicap ramps, sidewalk and driveway aprons, pavement milling, construction of new pavement, updating of existing inlet frames and grates, repairing and parging of existing catch basins, striping and other incidental construction.

19. PROTECTION OF EXISTING FACILITIES - The Contractor shall not damage any part of the existing facility other than those areas necessary for the completion of this project. Any damages to the facility as a result of the Contractor's work or negligence shall be repaired by the Contractor at no cost. The Contractor assumes full responsibility for labor, materials and equipment used in the construction of the project and agrees to make no claims against the Township of East Windsor for damages for any cause whatsoever.

- a. Any damage to private property shall be repaired and replaced at the Contractor's expense and to the satisfaction of the property owner and the Township of East Windsor.
- b. Any damage to the Public Right of Way, not part of this contract, shall be repaired at the Contractor's expense to the satisfaction of the Township of East Windsor.
- c. Any damage to existing utilities shall be repaired at the Contractor's expense to the satisfaction of the affected Utility Owner.

20. PLANS AND SPECIFICATIONS - The Contractor shall maintain a copy of the plans and contract documents on the site at all times. Anything mentioned in the specifications and not shown on the plans or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between the plans and specifications, the plans shall govern.

Any discrepancy between scaled dimensions and figures in the contract plans shall be governed by the figured dimensions. If any work dimension is not given on the drawings, the Contractor shall obtain the figure from the Engineer; the Contractor shall not determine such dimensions by scaling the drawings.

The Contractor, upon finding any discrepancy in the figures, shall immediately notify the Engineer, who shall resolve such discrepancy until the matter has been resolved.

21. FUNDS – This project is being funded in part by a grant from the New Jersey Department of Transportation Trust Fund. The Contractor shall abide by all requirements of the NJDOT.
22. TRAFFIC CONTROL – At least one (1) lane of traffic shall be maintained for local traffic at all times on Oak Creek Road, Rocky Brook Road, and Holland Lane. Single lane closures shall conform to NJDOT Standards. At least one (1) of two (2) entrances to each court which has two (2) driveways shall be open for ingress and egress of local traffic at all times.
23. WORKING HOURS – The normal working day shall be from 7:00 am to 5:00 pm. Any work performed outside these hours must first be approved by the Engineer. The Contractor shall request permission from the Engineer and notification shall be made with sufficient time to allow the Engineer to obtain inspection services. The Contractor will be responsible for payment of all costs of inspection when work is performed on Saturdays, Sundays, holidays and overtime periods.
24. START OF CONSTRUCTION - It is anticipated that a contract will be awarded in early 2019, with construction expected to start in the Spring of 2019. Upon receipt of a Notice to Proceed, the Contractor can start at their own discretion, however the construction must be completed no later 60 Working Days from the Notice to Proceed.

TECHNICAL SPECIFICATIONS

SITE CLEARING AND MOBILIZATION

DESCRIPTION

Site Clearing shall consist of clearing of the site within the project limits and as shown on the plans. This work shall also include properly disposing of all unused construction debris. Site clearing shall include removal of all curbs, gutters, paving, sidewalks, aprons, driveways, manholes, inlets, signs, topsoil, landscaping, mailboxes, tree stumps, drainage, water, sanitary sewer structures and all other appurtenances as shown on the plan. Site clearing shall also include any tree trimming and relocation of mailboxes as well as saw cutting of existing concrete or bituminous material to ensure a clean edge for restoration.

Mobilization shall consist of the cost of initiating the Contract and include such portions of the following as are required at the beginning of the Project; setting up the CONTRACTOR'S general plant, offices, shops, storage areas, sanitary and other temporary utilities, including but not limited to water, sewer, gas and electric including connections and appropriate metering from local utility and other facilities as required by the Specifications, by local or state law or by regulation; providing access to the Project site; obtaining necessary permits, grants and licenses, and payment of fees; protecting existing utilities, lighting work areas; providing shop drawings; sampling and testing of materials. Payment for mobilization will be made at the lump sum price bid for this item in the PROPOSAL, which shall include the cost of initiating the Contract.

CONSTRUCTION

Every necessary precaution shall be taken to prevent damage or injury to private property, utilities, existing trees and other vegetation that are to remain in or adjacent to the project. It is required that the owners of all private property be notified prior to work taking place. Mailboxes shall be removed and reset at locations acceptable to the property owners and according to postal regulations. Street and road signs shall be removed and reset where shown on the plans or as directed by the Township. Removed, cleared or excavated construction debris not to be reused or claimed by the Township shall become the property of the Contractor and shall be disposed of properly. The recycling or disposal of materials shall be in accordance with State and Local regulations.

PAYMENT

The provisions for payment for the item Site Clearing and Mobilization supersede any provisions elsewhere in the Specifications for including the cost of these initial services and facilities in the prices bid for the various items scheduled in the PROPOSAL. For work shown on the plans as removal and replacement, which includes

but is not limited to curbs and sidewalk, the removal shall be part of the Site Clearing and Mobilization pay item, and the replacement of that item will be a separate line item. The lump sum price bid for site clearing and mobilization shall be payable to the CONTRACTOR whenever he shall have completed 10 percent of the work of the Contract. For the purposes of this item, 10 percent of the work shall be considered completed when the total of payments earned, exclusive of the amount bid for this item, shown on the monthly certificates of the approximate quantities of work done, shall exceed 10 percent of the total price bid for the Contract.

Reset and/or Relocate Traffic Sign and Post shall be paid as a unit cost for all work associated with the removal of, relocation of, protection of and re-installation of the existing signs, including all labor, equipment, materials, protection, disposal and incidental costs.

TECHNICAL SPECIFICATIONS

MAINTENANCE AND PROTECTION OF TRAFFIC

GENERAL

Two (2) weeks prior to the start of work the Contractor shall install the "Advance Warning Signs" (On or About Signs) as detailed on the "Traffic Control Plan." The sign locations shall be approved by the Township in advance.

The Contractor shall follow the "Traffic Control Plan" prepared for this project. Any deviation from this plan must be approved by the Engineer and Police Department. The sign face for W20 series signs shall be Type IV - B fluorescent orange sheeting (diamond grade only).

Prior to lane closing, the Contractor shall advise the Township Police and fire department and all affected businesses and residents by letter, which may be mailed or may be hand delivered to each resident and business informing starting date of the work.

At least one lane of the road shall be kept open at all times. The traffic director shall wear DOT approved vest at all times. Fire and construction vehicles shall be kept off new pavement for 18 hours or until the pavement is fully cured as determined by the Engineer or DPW.

For any property along an affected roadway with two driveways, where each driveway will be repaired within R.O.W., the Contractor shall pair each of the two (2) driveways on different days, maintaining at least one point of ingress and egress to the court at all times.

The following items shall be addressed by the Contractor during the preconstruction meeting:

- (A) Work zone safety controls and regulations requirements.
- (B) Emergency phone numbers and responsible persons during hazardous conditions.
- (C) Work hours
- (D) Traffic Maintenance
- (E) Traffic Directors
- (F) Stop work:

The Police Division shall have the authority to stop work in any work zone in case of violations.

(G) Site preparation

All signs shall be manufactured according to the current edition of Manual on Uniform Traffic Control Devices and current N.J. DOT Specifications. Flagmen must conform to 2007 NJDOT Standard Specifications for Road and Bridge Construction.

PAYMENT

Payment shall include all labor, material and equipment necessary to construct and maintain traffic control for the life of the project and as shown on the plans. Payment for **Temporary Construction Signs and Traffic Drums** shall be in two parts; 50% when sign is installed and 50% when construction is complete and traffic control is removed. Payment will be made for **Flagmen**, if flaggers are required, at a fixed hourly price bid of \$56.08.

TECHNICAL SPECIFICATIONS

CONCRETE CURB

GENERAL

This work shall include removal and disposal off site of existing curb, and construction of concrete curb as per the details shown on the plans with a minimum compressive strength of 4000 PSI @ 28 days. The slump and coarse aggregate size number shall be as per the 2007 N.J. DOT S.S.

The Township's standard concrete curb shall be 18" high, 6" wide at the top and 8" wide at the bottom with the batter towards the street. There shall be a 1" radius on the top front edge and a ½" radius on the top rear edge. At locations where curb abuts sidewalk and concrete driveway aprons, the curb shall be notched as shown on the drawings, with a bottom width of 9 ½".

The curb face shall be six (6) inches and driveway depressions shall be four and a half (4 1/2) inches unless otherwise noted. Forms shall be metal or wood. Expansion joints shall be one half (½) inch pre-molded bituminous impregnated and located a maximum of twenty (20') apart. The depressions shall be as directed by the Engineer. Curb forms and sub-grade must be inspected prior to concrete being poured. **All depressed curb shall be notched as shown on the construction details.**

Weather Limitations shall conform to NJDOT S.S. Subsection 504.03.02. No work shall be performed when the ambient temperature is below 20 degrees F or above 100 degrees F and the Contractor shall receive approval from the Engineer when the temperature is below 40 degrees F or above 75 degrees F. Concrete shall not be ordered if rain is imminent, and no concrete shall be placed while it is raining. The Contractor shall have available plastic sheeting on site to cover all concrete poured prior to rain in case of sudden rain.

Concrete curb will not be accepted if any of the following occurs:

1. Curb is out of grade or alignment.
2. Expansion joints are not perpendicular.
3. Settlement of curb.
4. Curb shall not have cracks or chips.
5. Curb does not have batter.
6. Curb is stained or discolored.
7. Curb is poured prior to inspection.
8. Curb is not notched where notched curb is required
9. Weather limitations are not followed

The concrete curb shall be painted yellow with 'traffic yellow' long life epoxy paint in all areas where parking is prohibited, as directed by the Township.

PAYMENT

Payment for Construct Concrete Vertical Curb 6"x8"x18" shall be per linear foot of curb installed and include labor, materials, forms and restoration. The removal of the existing curb shall be part of the site clearing and mobilization pay item and no further payment shall be given to the contractor for removal and excavation work. Base repair of pavement within one (1) foot of curb replacement shall be a part of the base repair pay item. Any additional base repair outside of 1 foot shall be at the contractor's expense. No separate payment shall be made for disposal off site of existing curb and debris. No separate payment shall be made for saw cutting or landscaping. Dense graded aggregate, stone, or fill used in concrete curb construction for purposes other than base repair shall be non-pay items.

TECHNICAL SPECIFICATIONS

CONCRETE WALK, DRIVEWAY APRONS & ACCESSIBLE RAMPS

GENERAL

This work shall include excavation, removal and disposal off site of existing concrete, bituminous paving or soil, and construction of concrete walks and aprons as per the detail shown on the plans with a minimum compressive strength of 4000 PSI. The slump and coarse aggregate size number shall be as per the 2007 N.J. DOT S.S.

Construction of handicap ramps shall include all labor, materials, forms, appurtenances and restoration associated with construction of an ADA accessible 4" thick concrete handicap ramp at a length sufficient to meet ADA Standards and tie in to existing grade at the locations shown on the plans, plus one detectable warning surface cast-in-place in the handicap ramp and construction of up to 16 square feet of adjacent sidewalk as required to bring the handicap ramp to proper ADA accessible grade and provide an ADA compliant landing.

The concrete walk for handicap ramps and additional sidewalk construction shall be 4" thick except at driveways where walk shall be 6" thick and shall contain 6" X 6" X 6 Ga. wire mesh. Forms shall be metal or wood. Expansion joints shall be one half (½) inch pre-molded bituminous impregnated and located a maximum of twenty (20') apart and/or every eighty square feet and as designated by the Engineer. Expansion joints shall be formed around all appurtenances such as manholes and utility poles extending into or through the concrete.

Concrete aprons shall be 6" thick and shall contain 6" X 6" X 6 Ga. wire mesh. The aprons shall be designed flush with the sidewalk and depressed curb. Where required, the contractor shall sawcut the existing concrete apron to create a neat, clean edge for replacement. Saw cutting shall be a non-pay item as part of the price of Site Clearing.

The maximum slope for driveway aprons shall be 1 ½" per foot. The maximum slope for sidewalk at driveways shall be ½" per foot.

Accessible ramps shall have a color contrast, sound amplifying tactile detectable warning surface consisting of Vitrified Polymer Composite (VPC) cast-in-place tactile tiles. The tiles shall contain truncated domes that meet the specifications as outlined within the accessible public rights-of-way, Section 1108 – Detectable Warning Surfaces, Americans with Disabilities Act. The

tiles shall be red armor-tile, manufactured by Engineered Plastics, Inc. or ADA Solutions Inc. or approved equal.

Weather Limitations shall conform to NJDOT S.S. Subsection 504.03.02. No work shall be performed when the ambient temperature is below 20 degrees F or above 100 degrees F and the Contractor shall receive approval from the Engineer when the temperature is below 40 degrees F or above 75 degrees F. Concrete shall not be ordered if rain is imminent, and no concrete shall be placed while it is raining. The Contractor shall have available plastic sheeting on site to cover all concrete poured prior to rain in case of sudden rain.

Concrete walk will not be accepted if any of the following occurs:

1. Walk is out of grade or alignment.
2. Expansion joints are not perpendicular.
3. Settlement of walk.
4. Walk shall not have cracks or chips.
5. Walk is stained or discolored.
6. Walk is poured prior to inspection.
7. Weather limitations are not followed.

PAYMENT

Payment for **Construct 4" Thick ADA Compliant Handicap Ramp with 16 SF Sidewalk Landing and One (1) Cast-in-Place Ramp Delineation**, if indicated, shall be a unit price that includes the handicap ramp construction, cast-in-place detectable warning surface and construction of up to 16 square feet of adjacent sidewalk / landing area. All materials, labor, equipment, saw cutting, forms and incidental costs thereto shall be included in the unit bid price.

Should a second detectable warning surface be required where a handicap ramp serves two street crossings, then **Additional 2'X4' Cast-in-Place Ramp Delineation (Excluding One (1) Delineation Per HC Ramp)** shall be a separate unit price item that consists of two (2) foot by four (4) detectible warning surface. Payment shall only be made where a second detectable warning at the same handicap ramp is shown in the plans or directed in writing by the Engineer. Price shall include materials, labor and equipment to install per the manufacturers recommendations.

If additional sidewalk replacement is required adjacent to the handicap ramp, payment shall be made under **Construct 4" Thick Concrete Sidewalk** per square yard of 4 inch thick walk. The unit price shall include all saw cutting, labor, materials, and forms. Payment shall only be made for additional 4 inch walk where shown on the plans or as directed in writing by the Engineer.

Payment for Construct 6" Thick Reinforced Concrete Apron and Sidewalk shall be per square yard of 6 inch thick apron / reinforced sidewalk installed. The unit price shall include all saw cutting, labor, materials, forms and wire mesh. The removal of the existing concrete shall be part of the site clearing and mobilization pay item and no further payment shall be given to the contractor for removal and excavation work. Dense graded aggregate, stone or fill used in concrete walk and apron construction shall be a non-pay item.

TECHNICAL SPECIFICATIONS

BITUMINOUS PAVEMENT MILLING

GENERAL

Milling of bituminous concrete consists of the removal of bituminous concrete surface and/or base courses to the prescribed depth, profile, and cross slope as indicated on the plans. Milling of pavement shall conform to 2007 N.J. DOT Supplementary Specifications Subsection 401.03:

- a. The milling machine shall be a self-propelled planing, grinding, or cutting machine, with variable operating speeds, capable of removing bituminous concrete without the use of heat. The milling machine shall be equipped with an automatic grade control system, either ski type or string line. The teeth in the milling drum that become dislodged, broken, or unevenly worn shall be replaced immediately with teeth of the same length as the remaining teeth in that row.
- b. Prior to the start of milling operations, a meeting shall be held with the Engineer to determine the method of grade control, the length of each milling pass, the method of traffic control to be used, and the side of the traveled way from which milling shall begin.
- c. The milling machine shall be operated at speeds and depths in such a manner as to produce milled material which passes a two and one half (2 ½) inch sieve.
- d. The milling operation shall be carried out in a manner that prevents dust and other particulate matter from escaping into air.
- e. The surface of the milled area shall be swept clean prior to being opened to traffic and prior to the subsequent construction or resurfacing stage.
- f. The milling shall provide a skid resistance not less than that of the original surface prior to milling and shall permit passage of safe traffic at the posted speed limit without vehicle operators experiencing impaired directional control.
- g. The use of milling machines is not permitted on bridge decks when bituminous concrete is removed to its full depth.

All excess milled material, stone, soil, etc. that is not claimed by the Township shall become property of the Contractor for disposal off site. No millings shall be stockpiled on the site overnight. No separate payment shall be made for hauling off milled material to the place of deposit or disposal.

The roadway shall be paved within 2 working days of milling.

PAYMENT

Payment for 2.5" Pavement Milling shall be for the area and depth of pavement milled and shall include all labor, equipment, materials, and incidental costs thereto. Milling beyond the limits on the plan or without prior approval shall be at the Contractor's expense. No separate payment shall be made hauling and disposal.

TECHNICAL SPECIFICATIONS

EXCAVATION OF SUBGRADE & SUBBASE

GENERAL

This work shall consist of the construction of one or more courses of the subbase and the preparation or repair of the subgrade, if and where directed. This work shall include placement of stone aggregate as specified and compaction.

MATERIALS

Dense Graded Aggregate shall be mixed in conformance with Section 901.10 of the NJDOT Standard Specifications and shall be installed as part of base repairs and also in areas needing additional subbase repair as directed by the Township. DGA shall be installed in 6 inch maximum lifts as directed by the Engineer.

PAYMENT

Use of dense graded aggregate up to 6 inches in thickness in base repair shall be included in the cost of base repair and no separate payment shall be made. Payment for **Additional Dense Graded Aggregate for Subbase Repair** shall be per cubic yard of material installed and compacted, and payment shall be made only when directed in writing by the Engineer or Township to place additional dense graded aggregate material. This payment for DGA shall include labor and materials for installation and compaction of the aggregate specified. The unit price shall include all grading (if required), installing new aggregate and compaction of new aggregate. Excavation, removal and disposal of existing material shall be included in the site clearing and mobilization pay item.

There shall be no payment when on-site material is utilized as subbase.

TECHNICAL SPECIFICATIONS

BITUMINOUS PAVEMENT BASE REPAIR

GENERAL

This work shall include all labor, materials, service, and equipment necessary to remove and replace the bituminous pavement.

Bituminous pavement repair will be used for the following three (3) areas where applicable:

1. Areas marked in the field by the Project Engineer.
2. Areas shown on the drawings.
3. Within one (1) foot of any curb replacement

Pavement repair shall include neat cutting and removal of deteriorated pavement and other materials to a depth that will allow proper placement of 5 inches of compacted thickness of Superpave Hot Mix Asphalt 19M64 and 6" of dense graded aggregate. DGA shall conform to section 901.10 of the NJDOT 2007 Standard Specifications. In excavating materials from the area to be repaired, the cut faces should be straight and vertical. The patch shall be tied into solid material all around the perimeter of the patch and the cut faces painted with emulsified asphalt (CSS-lh).

The subgrade in all pavement repair areas shall be regraded and compacted as directed. Where paving repair comes in contact with the edge of the road, it shall be constructed to line and grade to match existing. The contractor shall set a string line from grades given and where there is existing curb he shall mark the face of the curb from cut sheets and snap a chalk line between points. The paving shall be constructed to this line.

PAYMENT

The pay item for Base Repairs (5" HMA & 6" DGA) shall be on a square yard basis and shall include all labor, materials, equipment and incidental costs thereto. No separate payment will be given for excavation, removal and disposing of existing material. The 6" thick dense graded aggregate layer is included in the unit price of base repair. Payment for **Additional Dense Graded Aggregate for Subbase Repair** will only be made if requested in writing by the Township or Engineer. No separate payment will be given for emulsified asphalt. No separate payment shall be made for setting string line, marking curbs, snapping chalk line and any excavation necessary to do pavement repair. Any base repair adjacent to curb replacement beyond one foot from the curb shall be at the Contractor's expense unless stated otherwise in the plans or by the Township or Engineer.

TECHNICAL SPECIFICATIONS

SUPERPAVE HMA SURFACE COURSE

GENERAL

This work shall include construction of Superpave Hot Mix Asphalt 9.5M64 Surface Course, with wedge joint technique. All work is to conform to the 2007 N.J. DOT Standard Specifications Section 401.03.

Vehicles for Transporting shall conform to Subsection 401.03.03 & 1009.02 - The mixture shall be transported from the mixing plant to the project in trucks equipped with tight, clean bodies which shall be lightly coated with a soap or lime solution or other such non-petroleum-based release agent. Each truckload delivered shall be covered with a waterproof canvas tarpaulin to protect mixture from the weather. Any truck causing excessive segregation of the mixture by its suspension or other contributing factors, or that leaks or causes delays shall be removed from the work until such conditions are met. Adequate plant production and number of trucks for transportation shall be used to ensure delivery of the mixture in sufficient quantities and at such intervals to permit continuous placement of the material with minimal stopping and starting of the paving operation. Failure to maintain such delivery shall be cause to suspend work.

Hot Mix Asphalt (HMA) Pavers shall conform to Subsection 1003.03 - Bituminous concrete pavers for 8' widths or more shall be self-contained, power-propelled units provided with an activated screed or strike-off assembly, heated if necessary, and capable of spreading and finishing bituminous concrete in the lane widths and thickness required. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed. The screed or strike-off assembly shall effectively produce a finished surface of the required evenness and texture without tearing, shoving or gouging the mixture. The paver shall be capable of being operated at forward speeds consistent with satisfactory laying of the mixture. Pavers shall be equipped and operated with automatic grade and slope control. The bituminous concrete paver shall be equipped with a sloped plate to produce a wedge edge longitudinal joint. The sloped plate shall produce a wedge edge having a face slope of 1:3.

Rollers and Compaction shall conform to Subsection 401.03.03 & 1003.05. Rollers shall consist of steel wheel rollers, or vibratory rollers as described in subsection 1003.05. Rollers shall be equipped with adjustable scrapers to keep the wheels clean and with means of keeping the wheels moist. Wheels shall also be free of flat areas, openings, or projections which mar the surface. Rollers shall be capable of reversing without backlash and conform to subsection 1003.05. After the mixture has been spread, struck off, and surface irregularities adjusted, it shall be compacted thoroughly and uniformly with rollers conforming to subsection 1003.05. The surface shall be rolled when the mixture is in proper condition and when the rolling does not cause undue displacement, cracking or shoving. Rollers shall move at a slow but uniform speed. Maximum roller speed shall be 3 miles per hour except for vibratory rollers used on top layer where maximum speed shall be 2 ½ miles per hour. Rolling shall be continued until all roller marks are eliminated.

Weather Limitations shall conform to Subsection 401.03.03 - Bituminous Concrete mixtures shall be placed when the combinations of laydown and base surface temperatures are within the limits shown in Table 401.03.03-1 N.J. DOT S.S., when it is not raining, and when the base is in satisfactory condition. For other than surface courses, in case of sudden rain, the placing of mixture when in transit from the plant may be permitted, if laid at proper temperature, and if base is free of pools of water. Such permission shall in no way waive any of the requirements of the specification. Laydown temperature will be measured in the receiving hopper of the paver.

Spreading and Finishing shall conform to Subsection 401.03.03 - The Paving Contractor shall employ an asphalt paving construction technologist (APCT), certified by the Society of Asphalt Technologists of New Jersey, Inc. The Paving Contractor's certified APCT shall be present at the start of each separate and distinct paving operation and shall remain in attendance on a full-time basis until released from that paving operation by the Engineer. Thereafter, the APCT shall be present at least on a part-time basis for every day that the same paving operation is in progress. During those part-time days that the APCT is absent from the Project, the APCT shall be readily available on an on-call basis and shall be able to be at the Project site within one hour of being called. Failure of the APCT to respond within one hour may cause the Engineer to suspend paving operations until such time as the APCT arrives at the project. Prior to the start of placing the surface course, a detailed plan of operation shall be submitted to the Engineer for review and approval. This plan shall include the surface course paving sequence for the Project, the number and type of personnel that will engage in the work, a complete description of the equipment to be used in spreading and compacting the surface course mixture, and the procedures that will be used to maintain a continuous placement operation in accordance with Subsection 401.03.03.

Hot Mix Asphalt (HMA) - The mix designation and nominal maximum size of the aggregates in bituminous concrete mixtures shall be according to NJDOT. All bituminous material shall come from one plant only. During construction a weigh ticket shall be furnished for each truckload. Material will not be accepted unless accompanied by a legible weight ticket. The ticket shall clearly indicate the printed name of the supplier and location of the batch plant, the title of the project for which delivery is intended, the time and date, truck number, and mix number of the material and the total net weight.

PAYMENT

Payment for 2.5" Superpave HMA Surface Course shall be on a per ton basis for the actual tons placed at the thickness as shown on the construction plans or as directed. Payment shall include all labor, materials, equipment, and incidental costs thereto. Any overages in excess of 10% of the tonnage calculated shall be at the Contractor's expense unless approved in advance. Payment for Tack Oil, applied at a rate of 0.1 gallons per square yard, shall be paid on a per gallon basis based upon the area being milled and paved. No separate payment will be made for feathering of the bituminous pavement, sweeping, scraping, joint sealing, utility adjustments and temporary line striping.

TECHNICAL SPECIFICATIONS

INLET REHABILITATION & HEADER AND GRATE REPLACEMENT

GENERAL

This work shall include the rehabilitation of the existing inlet where shown on the plans or as directed as well as removal and replacement of the existing header and grate, and the resetting of manhole frames where required prior to repaving.

"Type B" inlet curb header, casting, and grate shall be replaced with a "Type N-ECO" curb piece, casting, and heavy-duty bicycle safe grate. The Contractor shall verify the dimensions of the existing header, grate and casting prior to ordering. The Township will retain the existing header and grate. The removed masonry and debris shall be disposed of off site by the Contractor.

Inlet rehabilitation shall include removing the existing castings, cleaning inlet of all debris, repairing existing walls and ladder rungs and repairing the low flow channel or installing a new low flow channel. In addition, the inside of the inlet shall be parged with a 3/8" thick coat of approved waterproof cement troweled to a smooth finish and the new casting set to grade with waterproof cement troweled around the outside of the inlet frame. Backfilling shall be done with suitable material in lifts of six (6) inches or less and compacted as specified. Work shall include all landscaping and base paving.

PAYMENT

Payment for Remove and Replace Type B Inlet Header and Grate with Bicycle Safe Grate & Type N Eco Header shall be per unit, and the unit price shall include: removal and disposal off-site of existing header, casting, and grate, and furnishing and installing the new header, casting, and grate. The work shall include all labor, materials and hardware required to complete the removal, installation, disposal of construction debris and necessary restoration.

Payment for Type B Inlet Rehabilitation shall be per unit, and the unit price shall include: rehabilitation of the inlet as specified above and all required restoration (landscaping & base paving). The work shall include all labor, materials and hardware required to complete the removal, installation, disposal of construction debris and necessary restoration.

Payment to Reset Manhole Frame to Grade shall be per unit, and the unit price shall include: removal of existing casting and brick/block leveling course, cleaning off top of precast or block manhole of broken brick and mortar in order to provide a smooth level surface, placement of new concrete block or concrete ring with a mortar leveling course, and installing and mortaring the existing manhole frame set to the required finished grade. The work shall include all labor, materials and hardware required to complete the removal, installation, disposal of construction debris and necessary restoration.

TECHNICAL SPECIFICATIONS

PAVEMENT MARKINGS

GENERAL

This work shall include the installation of pavement markings.

MATERIALS

All longitudinal striping shall be Long-life Epoxy Resin. The work consists of applying white and/or yellow pavement stripes as directed by the Township to the bituminous roadway surface. The Contractor shall apply the latest NJDOT Specifications.

Eight (8) inch wide striping shall be done in one (1) pass only. Twenty-four (24) inch wide striping shall be done with not more than two (2) passes only. No payment shall be made unless these procedures are followed.

The Contractor shall use the equipment which shall produce straight and sharp edge stripes. The speed of the truck shall be 4 miles per hour.

The epoxy resin and pigments shall be two parts and hardener shall be one part. The thickness of the stripe shall be 20 mils. In conjunction with the epoxy resin application, glass beads (large and small) shall be applied in a uniform pattern at a minimum rate of 25 pounds per one gallon of paint.

All stop bars, crosswalks and pavement markings shall be white Long-life Thermoplastic. The work consists of applying white pavement stripes as directed by the Township to the bituminous roadway surface. The Contractor shall apply stripes and markings according to the 2007 N.J. DOT Standard Specifications.

The thermoplastic material shall be heated uniformly and the melted material shall be applied at a temperature between 400 and 425 degrees F. to thoroughly dry surfaces when the ambient and the surface temperature shall be a minimum of 50 degrees F. The thickness of stripe shall be 125 mils (1/8 inch).

In conjunction with the thermoplastic application, glass beads shall be applied to the wet material in a uniform pattern at a minimum rate of 10 pounds per 100 sq. ft. of stripes.

The concrete curb shall be painted yellow with 'traffic yellow' long life epoxy paint in all areas where parking is prohibited, as directed by the Township.

PAYMENT

Payment for 4" White and Yellow Long-Life Epoxy Striping shall be made per linear foot of 4" width of longitudinal epoxy stripe and shall include all labor, materials and equipment necessary to install longitudinal striping in accordance with the plans.

Payment for 24" Yellow Thermoplastic Pavement Markings and 24" White Thermoplastic Crosswalks & Pavement Markings shall be made per square foot of each color of thermoplastic paint placed on the bituminous or concrete surface and shall include all labor, materials and equipment necessary to install the striping in accordance with the plans.

Payment for Fire Hydrant Pavement Markings shall be made on a per unit cost for each such marking placed on the bituminous surface and shall include all labor, materials and equipment necessary to install the striping in accordance with the plans.

Yellow Paint on Curb, if specified, shall be per linear foot of curb that is painted as directed by the Township and shall include all labor, materials and equipment necessary to apply paint.

TECHNICAL SPECIFICATIONS

LANDSCAPING

GENERAL

This work shall include all labor, materials, service, and equipment necessary to restore all areas and facilities disturbed or altered by this construction to better than or equal to what existed prior to construction. This work includes restoring disturbed plants and shrubs as well as topsoil and seeding.

MATERIALS

Topsoil

All disturbed grass and planted areas shall be regraded to existing conditions. New topsoil and existing topsoil shall be friable and loamy, free of debris, weeds and stones, and contain no toxic substances that may be harmful to plant growth. The pH range shall be between 6.0 and 7.5. Topsoil hauled in from off site should have a minimum organic matter content of 2.75 percent. Topsoil shall be compacted if required. No separate payment shall be made for additional removal of existing materials.

Fertilizing and Seeding

All disturbed lawn areas shall be fertilized and seeded and pulverized limestone shall be applied. Seed mixture shall be approved prior to installation. Seed tags must be submitted to verify the type of seed used.

The seed shall be a minimum 95% pure with a minimum 90% germination rate and consist of the following mixture and percent by weight.

70 % Turf type tall fescue 20 % Perennial ryegrass 10 % Kentucky bluegrass

IF WATERING IS REQUIRED TO ESTABLISH THE GRASS, IT IS THE CONTRACTORS RESPONSIBILITY - NO SEPARATE PAYMENT WILL BE MADE.

PAYMENT

Payment for Topsoil, Fertilize, and Seed shall be made per square yard of landscaping, and shall include all labor, equipment, topsoil, seed, mulch, fertilizer, lime, and incidental costs thereto. No separate payment shall be made for grading or removal of existing material.

TECHNICAL SPECIFICATIONS

Asphalt and Fuel Price Adjustment

GENERAL

This work shall include the price for the asphalt price adjustment and fuel price adjustment based on the monthly price adjustments for asphalt binder usage if any. Asphalt Price Adjustment and Fuel Price Adjustment shall be in accordance with the NJDOT 2007 Specifications.

APA CALCULATION

Asphalt Price Adjustments should be calculated based on the quantities of items containing asphalt binder constructed during a given month. Price adjustments may result in an increased payment for increases in the price index or in a reduction in payment for decreases in the price index.

Asphalt price adjustment for asphalt binder will be determined on a monthly basis by the following formula:

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

where: A = Asphalt Price Adjustment
MA = Monthly Asphalt Price Index
BA = Basic Asphalt Price Index
T = Tons of New Asphalt Binder (see Note)

Note: The weight of asphalt binder eligible for price adjustment will be determined by multiplying the percentage of new asphalt binder in the approved job mix formula by the weight of the item containing asphalt binder.

The monthly asphalt price index, as determined by the New Jersey Department of Transportation (NJDOT), will be the average of quotations from suppliers serving the area in which the Project is located, and will be determined by the NJDOT each month. The NJDOT will post the monthly asphalt price index every month on the NJDOT's web site.

The basic asphalt price index is the asphalt price index for the month before the opening of bids. NJDOT uses the asphalt price index for the month before the regular monthly estimate cutoff date as the monthly asphalt price index.

If the monthly asphalt price index increases 50 percent or more over the basic asphalt price index, no work must be performed on items containing asphalt binder without written approval from the Engineer.

Asphalt prices changing less than 5% for the month do not require adjustment.

FPA CALCULATION

Fuel Price Adjustments should be calculated based on the quantities of items requiring fuel consumption according to the 2007 NJDOT S.S. that are constructed during a given month. Price adjustments may result in an increased payment for increases in the price index and may result in a reduction in payment for decreases in the price index.

The fuel price adjustments will be based on the fuel usage factor in Table 160.03.01-1 in the 2007 NJDOT Standard Specifications. Fuel usage can be tabulated for monthly activities consisting of: excavation (cy), HMA milling (sy), breaking and removal of pavement (sy), hot mix asphalt base course (ton) and hot mix asphalt surface course. No fuel price adjustments shall be given for work not listed on NJDOT S.S. Table 160.03.0-1.

Fuel price adjustment will be determined on a monthly basis by the following formula:

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

where:	F	=	Fuel Price Adjustment
	MF	=	Monthly Fuel Price Index
	BF	=	Basic Fuel Price Index
	G	=	Gallons of Fuel for Price Adjustment

The NJDOT will post the monthly fuel price index every month on the NJDOT's web site.

The basic fuel price index is the fuel price index for the month before the opening of bids. NJDOT uses the fuel price index for the month before the regular monthly estimate cut off date as the monthly fuel price index.

If the monthly fuel price index increases 50 percent or more over the basic fuel price index, no work shall be performed on items listed in NJDOT S.S. Table 160.03.01-1 without written approval from the Engineer.

Fuel prices that change less than 5% for the month do not require adjustments.

PAYMENT

Payment for Asphalt Price Adjustment and Fuel Price Adjustment shall be made based on the calculations as noted in this section. No payment shall be made for asphalt and fuel price changes less than 5%.

APPENDIX B

ADA LINKS

DEPARTMENT OF JUSTICE'S 2010 ADA STANDARDS

<http://www.access-board.gov/ada-aba/ada-standards-doi.cfm>

and

PUBLIC RIGHTS-OF WAY (P.R.O.W.) DRAFT GUIDELINES

<http://www.access-board.gov/prowac/alterations/guide.htm>

APPENDIX C

NEW JERSEY PREVAILING WAGE RATES

It is recommended that the bidder download the wage rates immediately prior to the schedules bid date to insure that the latest prevailing rates are used in their bid

http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html

APPENDIX D

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

No public works contract may be awarded to any contractors and subcontractors or to any firm, corporation, or partnership in which they have an interest, if said business entity is currently debarred from participating in public works contracts.

New Jersey Listed Contractors and Subcontractors
Pursuant to N.J.S.A. 34:11-56.37 and 34:11-56 of the Prevailing Wage Act

A current list of debarred business entities, along with additional resources,
can be found at the following website:

http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_debarment_list.html