

**TOWNSHIP OF ROCKAWAY**  
**DEPARTMENT OF ADMINISTRATION**  
**DIVISION OF PURCHASING**

**QUEENS ROAD SECTION I**  
**ROADWAY IMPROVEMENTS PROJECT**  
**FY2021 NJDOT MUNICIPAL AID**

---

DATE TO BE RECEIVED BY:

AUGUST 30, 2022

*10:00 AM*

QUERY:

Bryan Coward

Purchasing Agent

[www.rockawaytownship.org/bids.aspx](http://www.rockawaytownship.org/bids.aspx)

[rockawaybids@rockawaytownship.org](mailto:rockawaybids@rockawaytownship.org)

# TOWNSHIP of ROCKAWAY



## BID DOCUMENTS FOR

# QUEENS ROAD SECTION I ROADWAY IMPROVEMENTS FY 2021 NJDOT MUNICIPAL AID

## TABLE OF CONTENTS

Notice to Bidders	NB-1
Information for Bidders	IB-1 to IB-19
General Conditions	GC-1 – GC-14
Special Conditions	SC-1 – SC-4
Specifications	S-1 to S-41
Bid Proposal Forms	BP-1 to BP-39
APPENDIX	NJDOT Supplemental Specifications

### ATTACHMENT

Plans entitled, “Queens Road Section I Roadway Improvements,” revised through July 1, 2022.

## Notice to Bidders

NOTICE IS HEREBY GIVEN that on August 30, 2022 at 10:00 AM (prevailing time), sealed bids will be opened and read aloud at the Rockaway Township Municipal Building, 65 Mount Hope Road, Rockaway, New Jersey 07866 for the following:

### QUEENS ROAD SECTION I ROADWAY IMPROVEMENTS FY 2021 NJDOT MUNICIPAL AID

Bids shall be delivered in sealed envelopes and addressed to: Rockaway Township Municipal Building, Office of the Business Administrator, 65 Mount Hope Road, Rockaway, New Jersey 07866. Bids may be submitted by certified mail, return receipt requested, regular mail or hand delivery. Express and overnight delivers must arrive to the Office of the Business Administrator no late than the time of bid opening.

**NOTE: It is the bidder's responsibility to ensure that the bid package is delivered by the bid opening date and time. Any bid documents received after the bid opening time will not be accepted, regardless of the method of delivery.**

#### **Submission of Bid:**

All bids must be submitted on the bid proposal forms approved and provided for in the bid specifications in order to be considered. Bidders are to provide one (1) bid clearly sealed and marked ORIGINAL, one (1) bid clearly marked COPY and one electronic copy on CD/Flash Drive.

Bid documents may be obtained only from the Qualified Purchasing Agent:

Bryan Coward, QPA  
[rockawaybids@rockawaytownship.org](mailto:rockawaybids@rockawaytownship.org)  
973-983-2868

All questions must be sent to [rockawaybids@rockawaytownship.org](mailto:rockawaybids@rockawaytownship.org) prior to the deadline for all questions listed below.

The Township of Rockaway does not release project estimates or bidders' lists. 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.

This bid has been advertised in accordance with the "Fair and Open Bases" and nothing further shall be required under the Pay-to-Play legislation (N.J.S.A. 19:44A-20.7)

---

Bryan Coward  
Purchasing Agent

## Information for bidders

### 1. General Terms and Conditions

The Township of Rockaway (hereinafter the "Township") reserves the right, so long as it is in the best interests of the Township, to reject any or all bids, select the bid or combination of bids which best suits the purposes of the Township, and to waive any technical irregularity in any or all bids.

It shall be the responsibility of the bidder to assure that their proposal arrives at the proper location by the time indicated. Late proposals, facsimiles, or telephone bids will not be considered. Bids will not be considered from firms, individuals or the same owners of separate companies submitting more than one bid.

The Township shall not be liable for any failure on its part to detect or correct errors and no right shall inure to any Bidder as a result of any action taken by the Township in connection therewith. Ambiguities, errors or omissions noted by the Bidders should be promptly reported in writing to the appropriate official. In the event the Bidder fails to notify the Township of such ambiguities, errors or omissions, the Bidder shall be bound by the bid.

In submitting a bid, the Bidder warrants that he has read thoroughly and understands all plans and documents referenced in the specifications, such other additional material as he may deem relevant in foundation of his bid, and further that he has made such site inspection as may be necessary and appropriate to the work for which he is bidding and that the bid as submitted represents his 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 document or consider any relevant fact will relieve him of his obligation to perform in accordance with his bid if the Township accepts his bid offer.

A bid proposal may be withdrawn when written request is received by the Township before the time designated for opening of bids by the bidder who shall be required to produce evidence showing that individual is or represents the principal or principals involved in the bid.

The Township reserves the right to reject any or all bids, to waive any informalities, deviations, or omissions in any or all bids, and to accept such bids and make such awards as may be most advantageous to the Township.

Simultaneously with the submission of a bid, a Bidder must submit an Ownership Disclosure Statement in accordance with c.33,P.L.1977. The failure to submit the

Ownership Disclosure Statement with the bid shall result in the rejection of the bid. Each Bidder must also complete the Non-Collusion Affidavit contained in the Bid package.

All bids must be signed. Failure to do so shall cause the bid to be non-responsive and rejected.

No bid for a public works contract may shall be withdrawn unless the withdrawal is in compliance with the withdrawal provisions of N.J.S.A. 40A:11-23.3. Without the express written consent of the Township Business Administrator no bid for goods and services contracts or for construction contracts may be withdrawn by the bidder within 60 days from the date upon which the bid was opened.

### 2. Changes in the Specifications: Interpretations

All Bidders must contact the Business Administrator's office twenty four (24) hours prior to the specified day of the bid opening in order to insure receipt of all addenda.

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Any oral interpretation, not documented in writing to all Bidders prior to bid opening or

referenced in the bid proposal, shall not be binding upon the Township.

Every request for interpretation shall be in writing and addressed to the Township and to be given consideration must be received no later than fifteen (15) days prior to the scheduled bid opening date, Saturdays, Sundays and holidays excepted. Any and all such interpretations and any supplemental instructions will be in the form of written addenda or bulletins to the Contract documents which, if issued, will be notified in accordance with N.J.S.A. 40A:11-23C not later than seven (7) days prior to the date fixed for opening of bids, Saturdays, Sundays and holidays, excepted. If overnight service is required same day or overnight delivery can be used. Notice of such addenda or bulletins shall also be published at least seven (7) days prior to the date for acceptance of bids, Saturdays, Sundays and holidays, excepted. Failure of any Bidder to receive any addenda or bulletin shall not relieve such Bidder from any obligation under his bid as submitted. All addenda or bulletins so issued shall become part of the Contract documents and shall be acknowledged in the proposals.

No changes, alterations, additions, or deductions from the scope of work, and/or materials as outlined herein, shall be made without the written consent of the Township of Rockaway.

### 3. Qualifications for Bidders

The Township reserves the power to make such investigations as it deems necessary to determine the ability of a Bidder to perform work, and a Bidder shall furnish the Township all such information and data for this purpose as the Township may request. The Township reserves the right to reject any bid if the evidence submitted by the Bidder 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. Each proposal shall contain adequate proof of the qualifications of the Bidder to perform, in a satisfactory manner, all the work covered by the Contract documents within the time specified in the Contract. The Bidder must complete the Bidder Questionnaire in the Bid Package.

### 4. Completion of Bid Proposal - General Directions

1. When the proposal is made by an individual, his post office address shall be stated and he shall sign the proposal; when made by a firm or partnership, its name and post office address shall be stated and the proposal shall be signed by one or more of the partners; when made by a corporation, its name and principal post office address shall be stated and the proposal shall be signed by an authorized official of the corporation and the corporate seal affixed.

**Corporate Bidders not incorporated in the State of New Jersey must submit with their proposal or prior to award, a certificate from the office of the Secretary of 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.

The name and title of each person signing the Bid Proposal Forms shall be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation, without disclosing the name of the principal, may be held to be the bid of the individual signing.

2. The proposal shall be enclosed in a sealed envelope and shall bear on the outside the name and address of the Bidder as well as the item being bid and the time, date, and place of the bid opening. One copy of bid proposal shall be included and clearly marked "copy".
3. Bids shall be submitted on the forms furnished or copies thereof, and shall be signed in ink. Erasures or other changes in a bid must be explained or noted over the signature of the Bidder. Bids containing any conditions, omissions, unexplained erasures, or alterations or items not called for in the proposal, or

irregularities of any kind, may be rejected by the Township. A bid proposal, in which the bid prices are unbalanced in the opinion of the Township, may be rejected.

4. Bids not submitted on the forms and in accordance with the instructions contained herein and in the "Notice to Bidders" shall be considered informal and may be rejected.
5. The price bid shall cover the cost of supplying all necessary materials together with all special equipment and tools necessary and proper. It shall include all cost of insurance, bond and other charges incident to the work. The bid price shall cover the cost of supplying the equipment and warranties as per the bid specifications, to the Township. The item must be delivered within 60 days of notice to proceed.
6. Prices shall be stated in writing and in figures. In the event of discrepancy, the written price shall govern.
7. All bids must conform to the models and directions contained in the Specifications and must be submitted in a complete Contract Packet. All specifications herein contained are considered as minimum. No exceptions to these minimum standards shall be allowed. Wherever a part, accessory or equipment is indicated in these specifications and is described by a brand name, an equivalent part, accessory or equipment with a different brand name shall also be acceptable, provided the Township is satisfied that such substitute is equal to the brand specified. Bidders must state the brand of any item provided which is a substitute for the brand or model specified for evaluation by the Township. The Township reserves the right to require a bidder to provide proof in each case that a substituted item is equal to that specified. The Township shall be the sole judge in determination of the acceptable substitutes.

5. **Bid Proposal Forms**

1. **Bid Proposal Form** - 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.
2. **Bid Guarantee and Consent of Surety**
  - a. **Bid Guarantee** - Each bid must be accompanied by (i)an acceptable certified cashier's check payable to the Township or (ii)a Bid Bond issued by a Surety company authorized to transact business in New Jersey and acceptable to the Township. The bid security shall be in the amount of the lesser of ten percent (10%) of the bid price or twenty thousand dollars (\$20,000.00). A properly dated and executed Power of Attorney must accompany the Bid Bond. Failure to submit said bid guarantees shall be cause for rejection of the bid. All bid securities, except those of the three (3) lowest responsible and responsive Bidders will be returned within ten (10) days, Saturdays, Sundays and legal holidays excluded, after award of the Contract.

In the event that the successful Bidder to whom the Contract is awarded fails or neglects to execute the Agreement, to furnish the requisite bond within the time specified and/or to meet other mandatory requirements pursuant to these Contract Documents, the Township may determine that the Bidder has abandoned the Contract. Thereupon, the award of the Contract shall become a nullity and the bid security shall be forfeited to the Township.

In the event that the successful Bidder properly executes the Agreement and furnishes all requisite documents within the time specified, the Township shall return the bid security of the remaining unsuccessful Bidders within three (3) days thereafter, Saturdays, Sundays, and legal holidays excepted.

- b. **Consent of Surety** - Each bid must also be accompanied by a Consent of Surety issued by a Surety authorized to transact business in New Jersey and acceptable to the Township. The Consent of Surety shall serve as a guarantee that the surety company will provide the appropriate bonds within fifteen (15) days after notification of the award of the Contract to that Bidder. A properly dated and executed Power of Attorney must accompany the Consent of Surety. Failure to submit the Consent of Surety

or Power of Attorney shall be cause for rejection of the bid.

3. **Non-Collusion Affidavit** - A "Non-Collusion Affidavit" must be completed and submitted with all bid proposals.
4. **Stockholder (Ownership) Disclosure Statement** - Any corporation or partnership submitting a bid shall include in the bid proposal package a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (10%) or greater interest in the partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the ten percent (10%) ownership criteria established pursuant to N.J.S.A. 52:25-24.2 have been listed.
5. **Equal Employment Opportunity Requirements** - Bidders are required to comply with the Employment Goal Compliance Requirements pursuant to N.J.A.C. 17:27 and the Equal Employment Opportunity Requirements pursuant to N.J.S.A. 10:5-31 et seq., as specifically set forth in the attached Attachment A. Construction contractors shall complete and submit an initial Project Workforce Report, **Form AA-201**, upon notification of award by the Township. Proper completion and submission of this report shall constitute evidence of the contractor's compliance with the regulations in attachment A. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, **Form AA-202**, once a month thereafter contract to the Department of Labor Workforce and Development and to the Township Department of Administration.

All bidders should familiarize themselves with N.J.S.A 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE – Attachment A. If awarded a contract, your company/firm will be required to comply with the above requirements.

All relevant questions should be related to the Department of Treasury, Division of Purchase and Property, Contract Compliance and Audit Unit, EEO monitoring Program –PO Box 206, Trenton, New Jersey 08625-0206; (609) 292-5473

6. **Warranties** – Please refer to warranty requirements in specifications.
7. **Affirmative Action** - An "Affirmative Action Compliance Notice" for all Goods & Service Contracts including Professional Service Contracts must be completed and submitted with bid proposals.
8. **Document Checklist** – A "Bid Document Checklist" for all bids must be completed and returned with all bid-proposals.
9. **Disclosure of Investment Activities in Iran** – A "Disclosure of Investment Activities in Iran" pursuant to Public Law 2012 c. 25 must be completed and submitted with all bid proposals. Failure to complete, sign, certify and submit the Disclosure of Investment Activities in Iran form with the bid/proposal shall be cause for rejection of the proposal.
10. **Federal Non-Debarment Certification** -- Pursuant to P.L. 2019, c.406, a contractor that is debarred from contracting with a federal government agency, along with any affiliates of the debarred contractor, is now prohibited from contracting for "public work" with any State or local government entity. Certification must be provided prior to award of contract, except for emergency contracts, where it must be provided prior to payment.

## 6. **Equal Bids**

When two or more bids are equal in all respects, award may be made at the discretion of the Township by

lottery drawing which shall be witnessed by at least three (3) persons and which may be attended by the Bidders or their representatives.

**7. Lump Sum Price Bids**

Where applicable, lump sum price work includes furnishing and delivering all the materials to do and perform all the work and labor required to be furnished and delivered, done and performed for the Township and to complete this Contract in strict and entire conformity with the plans and specifications.

**8. Unit Price Bids**

Where unit price items are delineated in the proposal section of the Contract Documents, it is understood by the Bidder that the Township may increase, without limit, or decrease, without limit, the quantities to be done under any or all established unit price items. It is further understood by the Bidder that should there be any error, discrepancy or inconsistency in the figures, the unit prices as stated in the proposal shall govern. It is further understood that if his proposal is accepted, it is the unit price which he will receive and which the Township will pay for the work specified to be done under the items, in the way required and set forth by the Contract Documents without recitation or repetition of said unit prices in the successful Bidder's proposal.

**9. Bidding On "Or Equal" Items**

Where a part, accessory or equipment is indicated in the Specifications and described by a brand name or make followed by the "or equal", it is assumed that the bidder is quoting on and will furnish such specified brand names or makes, unless there is a notation attached to the Bid indicating otherwise.

Where the Bidder desires to furnish as equal other than the make and brand specified, he will first bid the part, accessory or equipment to include the make and brand specified where he can, then attach a notation to the bid offering the substitute and indicate any reduction or increase in the price offered. The Bidder shall prove to the satisfaction of the Township that such substitute is equal to the make and brand specified. Bidder's/Bidder's literature shall not suffice on explaining to these specifications.

**10. Award of Contract**

1. The Contract shall be awarded to the lowest responsible and responsive Bidder. The lowest responsible and responsive Bidder shall have submitted a proposal which complies with the requirements of these Contract Documents and a bid which is the lowest bid submitted by Bidders possessing the skill, ability, and integrity necessary to the faithful performance of the Contract. The contracting unit 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 contracting unit, be held for consideration for such longer periods as may be agreed. All bid security except the security of the three (3) 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 approval of the successful Bidder's Bonds, the bid security of the remaining unsuccessful Bidders shall be returned to them forthwith, Saturdays, Sundays and holidays excepted.
2. The Bidder to whom the Contract has been awarded shall, within fifteen (15) days, Saturdays, Sundays and holidays excepted, of the date of notification of award:
  - a. Execute and deliver to the Township three (3) copies of the Contract.
  - b. Furnish proof in the form of Corporate Resolutions and/or Notarized Acknowledgments to establish the authority of the person executing the Contract on behalf of the successful Bidder.
  - c. Furnish certified copies of insurance policies as required in the specifications.
  - d. Furnish and maintain the requisite bonds, warranties and warranty bond, if required.

- e. Comply with all other provisions of the Contract Documents.
- 3. If the successful Bidder fails to enter into a Contract, as herein provided, the award may be annulled and the Contract let to the next lowest and best qualified Bidder in the opinion of the Township; and such Bidder shall fulfill every stipulation required herein as if he were the original party to whom the award was made.
- 4. Upon written request to the Township the successful Bidder is entitled to receive, within seven (7) days from the date that the successful Bidder's submissions have been found to be acceptable by the Township, an authorization to proceed, in accordance with the terms of the Contract, on the date set forth in the Contract for the work to commence or upon receipt of authorization if a date to commence work is not set forth in the Contract.

#### **11. Contract Documents**

All of the terms and conditions in this Contract Packet, including but not limited to the Notice To Bidders, Information To Bidders, Specifications, Bid Proposal, the Contract executed by the successful Bidder and the Township, and the Resolution authorizing same, shall be binding upon all parties in full.

#### **12. Contract Security**

Within fifteen (15) days after receiving the Notice of Award of the Contract, the successful Bidder shall furnish one (1) bond to the Township as follows: a Performance Bond in an amount at least equal to one hundred percent (100%) of the Contract price. The bond shall be furnished in the form as annexed hereto or substantial equivalent thereof. The bond shall be issued by a Surety Company licensed to transact business in the State of New Jersey, and pursuant to New Jersey Law, holding sufficient financial resources to issue said bond. The Performance Bond shall bear a date on or subsequent to the date of the Contract. Each signature of an attorney-in-fact shall be accompanied by a properly dated, executed and certified Power-of-Attorney. Said bond shall assure fulfillment of the Contract and all of its provisions, including any additions, deductions, or other modifications, or full reimbursement to the Township for all expenses incurred in making good any default. A current statement of financial condition must also be provided with each bond to certify that the total amount of the bonds required will be within the maximum amount specified for that company pursuant to N.J.S.A. 17:18-9. In addition, each surety must provide a Surety Disclosure Statement in proper form pursuant to N.J.S.A. 2A:44-143. The Performance Bond shall contain a Waiver-of-Notice being required of alterations, additions, deductions, extension of time, or other modifications of the Contract as ordered.

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

#### **13. Bidder's Affidavit and Bidder's Questionnaire**

The Bidder's Affidavit, which verifies the authority of the person submitting the bid on behalf of the Bidding entity, must be completed, signed and notarized. If the Bidding entity is a corporation, the corporate seal must be affixed. The Bidder's Questionnaire must also be completed, signed, sealed and notarized.

#### **14. New Jersey Business Registration Requirements**

N.J.S.A. 52:32-44 requires that each bidder (Successful Bidder) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate. A Business Registration Certificate is obtained from the New Jersey Division of Revenue. The successful Bidder shall provide written notice to its sub-successful Bidders of the responsibility to submit proof of business registration to the successful Bidder.

Before final payment on the contract is made by the contracting agency, the successful Bidder shall submit an accurate list and the proof of business registration of each sub-successful Bidder or supplier used in fulfillment of the contract, or shall attest that no sub-successful Bidders were used.

For the term of the contract, the successful Bidder and each of its affiliates and a sub-successful Bidder and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to N.J.S.A. 52:32-44 et al. Or subsection e. or f. of N.J.S.A. 5:12-92, or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

#### **15. Indemnification**

The successful Bidder shall agree to defend (including providing the costs of a defense, which includes but is not limited to payment of attorneys' fees and professional fees), indemnify, and save harmless the Township, its officers, agents, servants, and employees for any and all claims made by any person or entity for personal injury or bodily injury of any nature or for property damage which injury or damage is alleged to have occurred out of the work or to have in any way been connected to the work set forth in this proposal whether such work is provided directly by the Bidder or whether such work is provided by any employee, agent, contractor or sub-contractor of the successful Bidder. This duty to indemnify and defend shall extend to all activities which are undertaken in the context of the performance of the work set forth in this proposal or which are in any way connected to such work. This includes but is not limited to the inspection, maintenance, use or operation, etc. of vehicles, machinery, equipment, implements, or appliances used by or in the possession of said successful Bidder its agents, employees, successful Bidders, or contractor or sub-contractor of the successful Bidder and/or any and all claims which may be asserted against the successful Bidder or the Township for failure to respond or act in a timely manner.

#### **16. Insurance Requirements**

1. The successful Bidder shall procure, at its own expense, insurance as follows:
  - a. Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.
  - b. General liability insurance shall be provided 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 \$2,000,000.00 aggregate for property damage, and shall be maintained in full force during the life of the contract.
  - c. Automotive liability insurance covering contractor 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 \$2,000,000.00 each accident for property damage, shall be maintained in full force during the life of the contract.
  - d. Excess or umbrella coverage with limits of not less than \$5,000,000.00 for any one person and/or for property damage for any one accident shall be maintained
2. The insurance policies shall be provided by insurance companies authorized to do business in the State of New Jersey. All insurance required herein shall be maintained in full force and effect during the term of the successful Bidder's Agreement with the Township and shall constitute primary coverage over any other applicable insurance.
3. The successful Bidder shall furnish a Certificate or Certificates of Insurance in compliance with these requirements and a certified copy of each policy to the Township, including the provisions establishing premiums. All insurance policies required hereunder shall include an endorsement naming the Township and

its officers, agents, engineer, attorney, employees, and servants as additional insured's, which insurance shall provide primary and non-contributory insurance coverage to the Township, its agents, etc. In addition, the additional insurance shall include but not be limited to coverage for the additional insured for bodily or personal injury, property damage or other loss for which the vendor's insurance policy provides coverage for the vendor's work (policy language – "your work") and for coverage which is included in the vendor's "products-completed operations hazard" coverage. An endorsement shall be provided that the policies shall not be changed or canceled prior to thirty (30) days after written notice has been provided by the insurance carrier directly to the Township.

4. During the term of its Agreement with the Township, the successful Bidder shall be obligated to renew each and every insurance policy which may expire. In cases where a required insurance policy is cancelled or terminated during its term, the successful Bidder shall immediately procure insurance to replace such policy (or policies) and shall immediately provide all insurance information required by the Township as proof that the cancelled or terminated policy has been restored or replaced. In the event the successful Bidder fails or refuses to renew its insurance policies, or the coverage is canceled, terminated, or modified so that the insurance does not meet the requirements of the successful Bidder's Agreement with the Township, such failure shall constitute default of the successful Bidder's Agreement with the Township.
5. Insurance coverage having policy limits in the amounts required by the Township shall not be construed to relieve the Bidder from liability in excess of such coverage, nor shall it preclude the Township from taking such other actions as are available to it under the provisions of this Agreement or otherwise in the law.

17. **New Jersey Sales Tax**

The Township of Rockaway is a body politic and corporate and as such is qualified for exemption under the New Jersey Sales Tax Law from the sales tax. Therefore, the successful Bidder shall not charge the sales tax on materials and labor in connection with any work being performed for it. The successful Bidder should advise his suppliers and furnish them with the necessary exemption forms so that this charge will not be made on this project.

18. **Payment of Fringe Benefits**

In accordance with P.L. 1965, c. 173, the successful Bidder and all sub successful Bidders are required to pay all fringe benefits.

19. **Domestic Materials**

The successful Bidder shall comply with N.J.S.A. 40A:11-18, which requires that only manufactured and farm products of the United States, wherever available, shall be used in this project.

20. **Material Suppliers**

The successful Bidder may be required to submit a list of material suppliers before signing the Contract.

21. **Non-Discrimination**

The successful Bidder and any sub-successful Bidder shall comply with the New Jersey Non-Discrimination in Employment on Public Works Law, N.J.S.A. 10:2-1 et seq. and the rules and regulations adopted pursuant thereto.

Discrimination on the basis of disability in contracting for the purchase of equipment and services is prohibited. The successful Bidder is required to comply with the provisions of the Americans with Disabilities Act ("ADA"). The successful Bidder further agrees that the provisions of Title II of the ADA are made a part of the Contract and that the successful Bidder is required to comply with the language set forth in Attachment B.

**22. Governing Law**

This Contract is governed by the laws of the State of New Jersey.

**23. Compliance with All Laws**

The Bidder's attention is directed to the fact that all applicable Federal, State, and local laws and rules and regulations to the work pursuant to the Contract shall be deemed to be included in the Contract as though herein written out in full. The successful Bidder, sub-successful Bidder, and all its representatives shall obey and comply with all such laws, and rules and regulations.

**24. Time of Completion and Liquidated Damages**

Bidders must agree to commence the work on the Contract on or before the date to be specified in the notification which will be issued to inform the successful Bidder of the acceptance of the Contract Documents by the Township. Bidders for the work shall agree to the completion date set forth in the Contract Documents and that time is of the essence as of that date.

Successful Bidder's failure to perform the work on or before the contract completion date shall subject the successful bidder to liquidated damages at the rate of \$200.00 per day for each and every day after the completion date that the work is not complete.

Any extension of time beyond the date fixed for completion, performance or acceptance of any part of the work called for by the Contract, or the taking of possession in whole or in part prior to the date of completion of the Work, shall not be deemed a waiver by the Township of its right to annul or terminate the Contract for abandonment or delay in the manner provided by the terms of the Contract, nor relieve the successful Bidder from full responsibility.

**25. Payment and Completion**

The successful Bidder shall prepare and submit to the Township Business Administrator accurate statements or invoices of the value of the material incorporated in the work and the work done to the date of the estimates. The statements or invoices shall show a general description of the work completed for which the invoice of payment is being made, and the amount due. All invoices or statements for payments will be subject to verification by the Township Business Administrator. The Township shall pay to the successful Bidder the amount thus determined within sixty (60) days after approval by the Owner and acceptance of the services or equipment in its entirety.

**26. Termination**

Should the successful Bidder fail to adhere strictly to the Contract, be negligent or tardy in an unwarranted manner, the Township reserves the right to cancel the Contract after five (5) days written notice, re-advertise for bids and award a new Contract.

The successful Bidder shall save harmless the Township and their officers and servants from and against any loss, injury or damage resulting from any negligence or fault by the successful Bidder, or his agents or servants in connection with the performance of the work under this Contract.

**27. Assignment**

The successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title or interest therein, or any part thereof or of his power to execute such Contract to any other person, company, or corporation without the prior consent in writing of the Township, and he shall not assign, whether by power of attorney, or otherwise, any of the monies to become due and payable under this Contract unless by and with like consent. If the successful Bidder shall, without such previous written consent, assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title or interest, therein, or any part thereof, or of his power to execute this Contract to any other person, company or corporation,

this Contract may, at the option of the Township, be revoked and annulled and the Township shall thereupon be relieved and discharged from any and all liability and obligations growing out of this Contract to the successful Bidder and to the person, company, or corporation to whom he shall assign, transfer, convey, sublet or otherwise dispose of the same; and the successful Bidder and his assignee, transferee or sub-lessee shall forfeit and lose all monies thereto earned under this Contract, except so much as may be required to pay his employees; and no right under this Contract or to any money to become due hereunder shall be asserted against the Township, at law or in equity, by reason of any so-called assignment of this Contract or any part thereof, or of any monies to grow due thereunder unless authorized as aforesaid by written consent of the Township provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the successful Bidder for the benefit of his creditors made pursuant to the laws of the State of New Jersey.

**28. Compliance and Delivery Time**

All Bidders must answer compliance questions in full. If a bidder is basing his proposal on equipment contended to be an “equivalent” product to what is specified in these bid documents and wants the equipment he proposes to be approved as an “approved equal”, the bidder must supply with their proposal the manufacturer, make, model and literature of all equipment bid. If not submitting his proposal with the brand names specified, Bidder shall submit a list of details supporting any and all deviations in the exact format of the specifications contained herein. A general exception cannot be taken for any paragraph or any item. NOTE, this full and detailed written comparison of each and every item must be included with this proposal or the bid will be rejected as non-responsive to the specifications.

**29. Anti-Pay-to-Play Legislation**

Prior to award of the Contract, the successful vendor/bidder must submit the required documents pursuant to the Anti Pay- to-Play Legislation, N.J.S.A. 19:44A-20.5.

**30. Subcontractors**

1. Any entity to which it is proposed to award a subcontract under this Contract must be acceptable to and approved by the Owner and any other entity as may be required by the Contract. Approval shall be contingent on the submission by the proposed Subcontractor of appropriate certifications.
2. The successful Bidder shall be as fully responsible to the Township for the acts and omissions of Subcontractors and their agents and employees as he is for the acts and omissions of persons directly responsible to the Contractor. The successful Bidder shall cause appropriate provisions to be inserted in all subcontracting contracts to require compliance by each subcontractor with the applicable provisions of this Contract. Nothing contained in these Contract Documents shall create any contractual relationship between any Subcontractor and the Township.
3. Bidders must identify all proposed Subcontractors within the bid proposals before said proposals are opened.

**31. Warranties and Maintenance of Work**

The successful bidder shall deliver for the beneficial interest of the Township all manufacturers’ warranties and make available to the Township the option to purchase extended warranties from the manufacturer. However, the delivery of manufacturer’s warranty to the Township shall not relieve the bidder from any of its obligations to the Township derived from the successful bidder warranties aforesaid. The Township will give notice of observed defects with reasonable promptness.

In furtherance of its maintenance obligation, the successful bidder shall supply either a separate maintenance bond in an amount equal to 100% of the total contract amount, which shall include the bid price plus any additional project related costs or the successful bidder’s performance bond shall remain in full force and effect through the guarantee period in order to provide a maintenance guarantee period to protect against

failure of the successful Bidder to meet its maintenance obligations.

If subcontractor(s) or independent successful Bidder(s) is/are to be utilized to provide services and/or materials in the performance of the successful Bidder's obligations, within fifteen (15) days after receiving the Notice of Award of the Contract, the successful Bidder shall furnish a second bond to the Township as follows: a Labor and Materials Bond in an amount at least equal to one hundred percent (100%) of the successful Bidder's costs for labor and/or materials provided by subcontractor(s) or independent contractor(s). The bond shall be furnished in the form as annexed hereto or substantial equivalent thereof. The bond shall be issued by a Surety Company licensed to transact business in the State of New Jersey, and pursuant to New Jersey Law, holding sufficient financial resources to issue said bond. The Performance Bond shall bear a date on or subsequent to the date of the Contract. Each signature of an attorney-in-fact shall be accompanied by a properly dated, executed and certified Power-of-Attorney. Said bond shall assure fulfillment of the successful Bidder's obligations to pay subcontractors or independent contractors for their time and/or their provision of materials, including any additions, deductions, or other modifications, or full reimbursement to the Township for all expenses incurred in making good any default. A current statement of financial condition must also be provided with each bond to certify that the total amount of the bonds required will be within the maximum amount specified for that company pursuant to N.J.S.A. 17:18-9. In addition, each surety must provide a Surety Disclosure Statement in proper form pursuant to N.J.S.A. 2A:44-143. The Performance Bond shall contain a Waiver-of-Notice being required of alterations, additions, deductions, extension of time, or other modifications of the Contract as ordered.

Failure to deliver the Labor and Materials Bond with the executed Contract shall be cause for declaring the Contract null and void.

### 32. **Subsurface Structures and Utilities**

Information available to the Township as to the location of existing substructures and utilities is shown on the plans, but is not guaranteed as to accuracy. The Bidder shall make all necessary supplemental investigations and shall have no claims for damages due to subsurface structures or utilities encountered in locations other than shown on the plans.

### 33. **Regulatory Compliance**

To achieve adherence to Federal and State Environmental Regulations in accordance with N.J.S.A. 13:1-1 et seq. and the regulations promulgated thereunder, the scope of the work and the contractual obligations of the Township and of the Contractor shall be subject to conditions imposed by the New Jersey Department of Environmental Protection and Energy and other controlling Federal and State agencies.

### 34. **Prevailing Wage Act**

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of 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 is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards.

### 35. **Public Works Contractor Registration Act**

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal must be registered at the time the bid proposal is submitted. After bid proposals are received and prior to award of the contract, the successful contractor shall submit a copy of a contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and

lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.

36. **Disputes**

Pursuant to N.J.S.A. 40A:11-50, all construction contract disputes arising under this agreement shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration, pursuant to industry standards, prior to being submitted to a court for adjudication. The specific type of alternate dispute resolution to be utilized shall be:

Mediation —————  Binding Arbitration                      **X Non-binding Arbitration**

All costs payable to the mediator or arbitrator(s) shall be paid exclusively by the contractor. Owner shall bear none of the alternative dispute resolution costs. Any alternative dispute resolution shall be conducted at the Rockaway Township Municipal Building, 65 Mount Hope Road, Rockaway NJ 07866.

Nothing in this Article shall prevent the Owner from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices require by this Article shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to N.J.S.A. 40A:11-50.

The joinder of parties to any dispute hereunder shall be governed by the provision of P.L. 1997, c.371.

## **Attachment A: Mandatory Equal Employment Opportunity Language**

## **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)**

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

### **CONSTRUCTION CONTRACTS**

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

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

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

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

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

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

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

contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

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

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

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

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

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

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

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

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

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

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of

LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

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

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

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

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

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

## Attachment B: Americans with Disabilities Act

## AMERICANS WITH DISABILITIES ACT

### Equal Opportunity for Individuals with Disability

The Contractor and the Township of Rockaway do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township of Rockaway pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Township of Rockaway in any action or administrative proceeding commence pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township of Rockaway, 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 incurred in connection therewith. In any and all complaints brought pursuant to the Township of Rockaway grievance procedure, the Contractor agrees to abide by any decision of the Township of Rockaway which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township of Rockaway or if the Township of Rockaway 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 Rockaway 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 Rockaway or any of its agents, servants, and employees, the Township of Rockaway shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

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

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

## **Attachment C: Worker and Community Right to Know Act (N.J.S.A. 34.5A-1 et seq)**

Per N.J.S.A. 34:5A-1 et seq. (Worker and Community Right to Know Act) the State Department of Health has adopted a Workplace Hazardous Substance List (N.J.A.C. 8:59-9) which includes 2051 substances that pose a threat to the health and safety of employees. Therefore, under the provisions of N.J.A.C. 8:59-7, each bidder must furnish the Township of Rockaway a hazardous substance fact sheet and, if applicable, a Safety Data Sheet for each product they supply which contains a substance listed on the Hazardous Substance List (N.J.A.C. 8:59-9). These hazardous substance fact sheets and Safety Data Sheets must be submitted to the Township of Rockaway with delivery of a product. Furthermore, under the provisions of N.J.A.C. 8:59-5, each product that is going to be supplied to the Township of Rockaway shall have an appropriately marked label affixed or stenciled onto any container that contains such substances.

## TABLE OF CONTENTS

### GENERAL CONDITIONS OF THE CONTRACT

<u>ARTICLE NO.</u>	<u>TITLE</u>	<u>PAGE NO.</u>
1	Definitions	GC – 2
2	Intent of Contract Documents	GC – 3
3	Construction Schedule	GC – 3
4	Ownership of Drawings	GC – 3
5	Contractor’s Understanding	GC – 3
6	Contractor’s Responsibility	GC – 3
7	Municipality’s Responsibility	GC – 4
8	Superintendence	GC – 4
9	Safety and Protection of Work And Property; Emergencies	GC – 4
10	Inspection of Work & Hours of Work	GC – 5
11	Public Utilities; Preconstruction Conference	GC – 5
12	Changes in the Work	GC – 6
13	Withholding of Payment	GC – 7
14	Final Estimate and Final Payment	GC – 7
15	Liens, Releases, and Contractor’s Affidavit	GC – 8 & 9
16	Defective Work	GC – 10
17	Claims for Extra Cost	GC – 10
18	Line and Grade	GC – 10
19	Chattel Mortgages	GC – 10
20	Work by Others	GC – 11
21	Right of Municipality to Declare Contractor in Default	GC – 11
22	Removal of Equipment	GC – 12
23	Suspension of Work	GC – 12
24	Powers of Engineer	GC – 12
25	Unauthorized Work	GC – 13
26	Maintenance of Traffic	GC – 13
27	Patents	GC – 13
28	Restoration and Repair	GC – 13
29	Sanitary Facilities	GC – 14
30	Final Clean Up	GC – 14
31	Substantial Completion	GC – 14

## Art. 1 Definitions

Certain terms are used from time to time in the Contract Documents and shall be construed as follows:

Contract Documents consist of the Notice to Bidders, Information for Bidders, Qualification Questionnaire, Proposal, Agreement, General Conditions of the Contract, General Specifications, Special Conditions Specifications, Prevailing Wage Rate Schedule, Drawings, Addenda (whether issued prior to opening of bids or execution of the Agreement), and Modifications.

Contractor shall mean the successful bidder who is the party of the second part of the Agreement. For convenience throughout the Contract Documents, the Contractor shall be referred to as an individual.

Drawings shall mean all sketches, blueprints, plans, surveys, reproductions of drawings prepared or approved by the Engineer pertaining to the construction of the structures and appurtenances.

Engineer shall mean the individual or their agent so designated by Municipality.

Extra Work shall mean any work required by the Municipality, which in the judgment of the Engineer, involves changes in or additions to that work required by the Contract Documents.

Modification shall mean a written amendment of the Contract Documents signed by both parties; a Change Order; and a written clarification or interpretation issued by the Engineer. A Modification may only be issued after execution of the Agreement.

Municipality shall mean the specific political body as indicated in the Agreement.

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

Subcontractor shall mean those having a direct contract with the Contractor to furnish materials worked to a special design according to the Contract Documents of this Work.

Surety shall mean the corporate body which is bound with and for the Contractor and which engages to be responsible for their payment of all debts pertaining to and for their acceptable performance of the Work for which he as contacted.

Work shall mean any and all obligations, duties and responsibilities necessary to the safe construction and successful completion of the structures and appurtenances assigned to the Contractor under the Contract Documents, including all labor, materials, supplies, tools and equipment, insurance, bonds, incidentals, and other facilities necessary to complete the Contract.

Written Notice shall mean notice which has been duly served when delivered to or at the last known business address of the person, firm or corporation for whom intended or when enclosed in a prepaid postage wrapper or envelope addressed to such person, firm, or corporation at the last known business address and deposited in a United States mail box. All notices sent by mail shall be certified, and the time of receipt shall be used for the determination of any waiting period for action to be taken, as called for in the Contract Documents.

Art. 2 Intent of Contract Documents

The Contract Documents are complementary, and what is required or called for by any one of them shall be as binding as if mentioned by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Work in a good and workmanlike manner. In the performance of the Work, the Contractor shall also bear all costs of insurance; obtain and pay for any necessary permits; royalties; conform to all federal, state, county and municipal legislation pertinent to this project; and protect the Work during construction.

Art. 3 Construction Schedule

The Contractor shall submit a schedule which will show the order in which the proposed Work will be performed and the dates when each part will be started and completed. The order of Work shall be approved by the Engineer.

Art. 4 Ownership of Drawings

All furnished Drawings, with the exception of the Contract Sets, are the property of the Engineer, and shall be returned to her/him at the completion of the Work.

Art. 5 Contractor's Understanding

It is understood and agreed that the Contractor has satisfied himself as to the nature and location of the Work; the character, quality and quantity of the necessary materials; the character of equipment and facilities needed to perform the Work; the general and local surface and subsurface conditions; all federal, state, county and municipal ordinances relating to the Work; and all other matters which may affect the Work to be performed under this Contract.

It is further understood by the Contractor that any subsurface information provided in the Contract Documents is for general information only and the Municipality and the Engineer disclaim any responsibility for its accuracy or completeness. The Contractor shall be responsible for the determination of this data and any additional subsurface information which will assist him in the Work.

Art. 6 Contractor's Responsibility

The Contractor shall be responsible for all parts of the Work, temporary and permanent, until the project is accepted by the Municipality. The Contractor shall bear all losses resulting from any unforeseen difficulties which may be encountered; or delays of Work resulting from the breaking, leaking or relocation of any underground utilities; or from delays required for any related or adjoining contract; and shall save the Municipality harmless from all claims of any kind arising from the performance of this Contract.

The Contractor shall supervise and direct the Work efficiently and with his best skill and shall at all times maintain good discipline and order among his employees at the site. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work the Contractor shall carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. He shall also be responsible to see that the finished Work complies accurately with the Contract Documents.

Art. 7 Municipality's Responsibility

The Municipality shall be responsible for the ownership of lands, easements, or slope rights upon which the proposed Work is to be constructed. The Municipality shall not be responsible for lands used for storage of the Contractor's equipment. If the Contractor desires temporary use of other land during construction, he shall secure written permission from the owner and shall file a duplicate copy of such permission with the Municipality.

Art. 8 Superintendence

The Contractor shall keep on the Work at all times during its progress, a competent superintendent who shall be satisfactory to the Engineer. The superintendent shall not be changed except with the consent of the Engineer, unless the superintendent ceases to be in the Contractor's employ. The superintendent shall represent and have full authority to act for the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. Any directions so given shall be confirmed in writing by the Engineer upon written request of the Contractor.

Art. 9 Safety and Protection of Work and Property; Emergencies

The Contractor shall be responsible for initiating and supervising all safety precautions and programs, and shall maintain adequate protection, as required by all applicable laws and good construction practices, of all his work, all employees and other persons who may be affected thereby, all materials or equipment to be incorporated therein, whether in storage on or off the site, the Municipality's property, and adjacent property from damage, injury or loss arising in connection with the Contract. He shall be responsible for such damage, loss or injury except if caused by agents or employees of the Municipality.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards and promulgating safety regulations. When the use or storage of explosives or other hazardous materials is necessary for the prosecution of the Work, the Contractor will exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel. All damage, injury or loss to any persons, materials or properties caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by the Contractor.

In the event of an emergency affecting the safety of life or of the work or of any property, the Contractor shall act to prevent such threatened damage, injury or loss without authorization by the Municipality, and he shall act, without appeal, if instructed by the Municipality. Any compensation due to the Contractor by reason of such action shall be determined by agreement prior to the submittal of the next monthly estimate.

The Contractor shall also furnish to the Municipality the telephone numbers of his superintendent and responsible members of his organization for any emergency arising outside the normal work day schedule as a result of the Contract. If such an emergency does arise, and the Municipality cannot contact the Contractor or his agents, of the Contract or his agent does not arrive on the job site within two hours of such notification, the Municipality reserves the right to correct the situation. Any costs incurred by the Municipality shall be reported, in writing, to the Contractor for immediate payment. No additional



Care shall be taken not to move, without the consent of the respective utility company, any utility or structure near them which may cause harm to the utility. The Contractor's attention is directed to the fact that in some places the Work runs parallel to the existing utilities and whenever it is necessary to interfere with said utilities, with proper approval, the Contractor shall maintain their services at his own expense and repair all damages caused by his act or neglect of the Work. At completion the condition of the utility shall be made for constructing any of the Work beneath, parallel or around the existing utilities.

As any excavation approaches any utility, digging by machinery shall be discontinued and the excavation shall be performed manually. Such manual excavation costs shall be included in the work to be done under the items bid.

All existing utilities and other structures which must be preserved in place without being temporarily or permanently relocated, shall be carefully supported and protected from injury by the Contractor at his expense. In case of injury, restoration costs shall be borne by the Contractor. All support or protection shall be approved by the respective utility company.

Whenever the Contractor encounters any utility or other structure in any excavation, not otherwise provided for on the Drawings or in these specifications, which are located so near and parallel to or actually in the excavation that, in the opinion of the Engineer, satisfactory construction cannot proceed until they have been removed; the Contractor shall, as directed, remove and change, relocate, or later restore such portions thereof as the Engineer shall order in writing. Such work shall be paid for as Extra Work.

When a utility is broken during construction, the Contractor shall stop all Work immediately and notify the proper authorities. The Contractor shall be responsible for any damage to persons or property caused by such break. Failure to give prompt notice to the authorities shall make the Contractor responsible for any needless loss of water, gas or any product or for interruption of services from any damaged utility.

Delays such as would result in adjoining property owners having to do without water, gas, power or other utilities for needlessly long periods of time shall not be tolerated. The Municipality reserves the right to remedy such delays by ordering outside parties to make such repairs at the expense of the Contractor.

Upon completion of the Work, the Contractor shall receive a written statement from the affected utility companies stating that all manholes or valve boxes within any newly paved area under this Contract, are free of any foreign matter and can be readily opened.

A Preconstruction Conference shall be held to accommodate the Contractor and familiarize the utility companies and the various affected agencies of the Municipality with the Work. All parties shall be notified in writing as to the date, time and place of the meeting; and minutes will be taken and subsequently distributed to all parties by the Municipality.

#### Art.12 Changes in the Work

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

In giving instructions, no Extra Work or change shall be made unless said order is written, except in an emergency endangering life or property (see Art. 9). Prior to execution of any written change order, the value of such Extra Work shall be determined in writing in one of the following ways:

- (a) By estimate and acceptance in a lump sum.
- (b) By unit prices named in the Contract Documents or subsequently agreed upon by Modification.
- (c) By cost and percentage or by cost and a fixed fee.

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

Any Extra Work done by the Contractor shall be included in the monthly estimates.

#### Art.13 Withholding of Payment

The Municipality may withhold the whole or any part of any payment to such an extent as necessary to protect the Municipality from loss on account of:

- (a) Unacceptable work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- (d) A reasonable doubt that the contract can be completed for the balance then unpaid.
- (e) Damage to another Contractor.
- (f) Failure of the Contractor to keep his work progressing in accordance with his progress schedule.
- (g) Failure to furnish schedule updating information by month to completion and a listing of any significant undelivered material and equipment items together with their latest expected delivery dates (if awaiting ENGINEER'S approval, indicate number of weeks required for delivery after approval is obtained).
- (h) Failure to comply with any of the conditions relating to the precautions to be taken in critical areas or the performance standards established for the work in these critical areas.
- (i) Failure to provide a status report on all complaints.
- (j) Failure to submit to the Municipality certified payrolls (including Subcontractors) corresponding to this time period covered by the payment request.
- (k) Failure to satisfactorily prosecute the work in accordance with the Contract Documents.
- (l) Liens have been filed in connection with the work.

#### Art.14 Final Estimate and Final Payment

Upon completion of all Work, except maintenance, the Engineer shall file with the Municipality a final estimate stating, from actual measurements or observation, the entire amount of Work performed and compensation earned by the Contractor. All prior estimates and payments shall be subject to correction by this payment.

Final payment will not be released until the maintenance bond is submitted and approved by the Municipality; receipt of a Contractor's affidavit as stipulated in Article 15; paving releases from the utility

companies have been obtained and submitted; and the Contractor agrees to the final estimate and affixes his signature thereto.

If the final estimate and accompanying documentation are appropriate as to form and substance, the Municipality shall, within forty-five (45) days after receipt thereof pay the Contractor the amount recommended by the Engineer.

The date of final acceptance of the Work shall be the date when the final payment is ordered paid by the Contractor shall function as a release to the Municipality from all claims for anything done or furnished in connection with this Work and for every act of the Municipality other than those claims previously made in writing and still unsettled in accordance with Article 26. This payment shall not release the Contractor or his Sureties from any obligation under this Contract.

Art.15 Liens and Release

The Contractor further agrees that, prior to final payment to him by the Municipality, he shall furnish to the Municipality such supporting data together with complete and legally effective releases or waivers of all liens arising out of the Contract Documents and the labor and services performed, and the material and equipment furnished there under. In lieu thereof and as approved by the Municipality, the Contractor may furnish receipts or releases in full or an affidavit of the Contractor that the releases and receipts for all labor, services, material and equipment for which a lien could be filed; all payrolls, material and equipment bills and any other indebtedness connected with the Work for which the Municipality might in any way be responsible, have been paid or otherwise satisfied. See Contractor's Affidavit on the following page.

The Contractor also agrees to indemnify and save harmless the Municipality as the result of any act or omission by the Contractor in the performance of the Work; or any violation by the Contractor of any duty imposed upon the Contractor by law.

CONTRACTOR'S AFFIDAVIT

PROJECT \_\_\_\_\_

MUNICIPALITY \_\_\_\_\_ COUNTY OF \_\_\_\_\_, New Jersey

\_\_\_\_\_ BEING DULY SWORN on his oath deposes and says that \_\_\_\_\_ he is (the agent for) the Contractor for the above-mentioned Project and hereby certifies that all bills for all labor, services, material and equipment, and any other indebtedness connected with the Project have been fully paid and discharged.

This affidavit, in accordance with the Contract Documents, is for the purpose of obtaining final payment, less retainage if any, and represents all monies due to me.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Title

Art.16 Defective Work

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

If the Contractor shall fail or neglect to replace any defective Work or to discard condemned materials within ten working days after written notice, the Municipality may cause such defective Work to be replaced or the condemned materials to be discarded, and acceptable materials provided, and the expense thereof shall be deducted from the amount to be paid to the Contractor. An itemized list of expenses incurred by the Municipality shall be submitted to the Contractor with the next monthly payment.

Art.17 Claims for Extra Cost

If the Contractor claims that any instructions, be Drawings or otherwise, involve extra cost under this Contract, he shall give written notification to the Engineer within forty-eight hours after the receipt of such instructions. In any event, before proceeding to execute the Work, the Contractor shall meet with the Engineer to afford her/him the opportunity to modify the design or construction procedure, to establish the validity of the claim and to process the claim, if necessary, as Extra Work as provided in Article 12.

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

Art.18 Line and Grade

The Contractor shall stake out such lines and grades as he may deem necessary in order that the contractor can transfer them accurately to do the Work. The Contractor shall transfer the line and grade far enough in advance of the immediate Work area to detect any errors or omissions that may exist. It shall remain the Contractor's responsibility to detect and report such errors or omissions to the Engineer immediately.

Work in any area where an error may be present shall cease until the Engineer shall check the alleged error and correct the line and/or grade. Any delay to the Work caused by such procedure shall not be cause for claims for Extra Cost by the Contractor.

Art.19 Chattel Mortgages

No materials, equipment, or supplies for the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies used by him in the Work.

Art.20 Work by Others

The Municipality reserves the right to do any work which may connect with, become part of, or be adjacent to the Work embraced in this Contract, at any time, by contract or otherwise.

The Contractor shall not interfere in any way with such other contractor or person or persons which the Municipality may employ and such part, or all of his Work, or shall prosecute the same in a manner, as may be ordered, to afford all reasonable facilities for doing such other work. Where the Contractor cannot agree as to who has precedence in any location, the decision shall rest with the Engineer, whose determination shall be final and conclusive. Any time lost, due to the work by others, shall not be just cause for additional compensation by the Contractor.

In the event any damage or claims or damage arise due to the work by additional contractors, the Contractor shall indemnify and hold the Municipality harmless from all such claims.

Art.21 Right of Municipality to Declare Contractor in Default

The Municipality has the right to declare the contractor in default if he fails to comply with any of the requirements of the contract set forth herein, including but not limited to the following:

- (a) If the Contractor fails to begin the Work within the required time.
- (b) If the Work to be done under this Contract is abandoned.
- (c) If the Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (d) If the Contractor fails to, or refuses to regard laws, ordinances, regulations, and such orders as given by the Municipality or Engineer with respect to Work.
- (e) If the Contractor, after notice from the Engineer, refuses or fails to supply enough properly skilled workmen or proper materials or equipment.
- (f) If the Contractor violates any of the provisions of this Contract or shall not perform the same in good faith.
- (g) If the Contractor refuses or fails to prosecute the Work or any part thereof with such diligence as will insure the Work's completion within the specified period (or any duly authorized extension thereof) or fails to complete the Work within the prescribed period.
- (h) If the Contractor fails to make prompt payment to persons supplying labor or materials for the Work.
- (i) If the Contractor assigns or sublets the Work otherwise than as specified.
- (j) If the Municipality is of the opinion that the Work or any part thereof is unnecessarily delayed, or that the Contractor is not complying with the orders of the Engineer, or that sufficient workmen, materials, plant, tools, supplies, safety standards, or other means of carrying on the Work are not provided to carry out all the requirements of the Contract.

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

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

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

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

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

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

Art.22 Removal of Equipment

In case of termination of work, from any cause whatever, prior to completion, the Contractor shall promptly remove any part or all of his equipment and supplies from the Work. If such removal is not completed within five working days after written notification by the Municipality, the Municipality shall have the right to remove such equipment and supplies at the expense of the Contractor.

Art.23 Suspension of Work

The Municipality, on account of public necessity, adverse weather conditions, or other reasons, may order all or any part of the Work suspended, and thereupon the Contractor shall neatly pile up all materials, provide and maintain walks and crossings and take other means to properly protect the Work. In case of stoppage of work, the time allowed for the completion of the Work shall be extended in an amount equal to that lost by the Contractor in such a manner, but the Contractor shall not be entitled to claims for damages. Under no circumstances shall the materials be used which have been affected by the weather.

Art.24 Powers of the Engineer

The Engineer shall be the representative for the Municipality during the construction period and all instructions of the Municipality shall be issued through the Engineer. The Engineer shall have the authority to disapprove of or reject Work which is defective or does not conform to the requirements of the Contract Documents. The Engineer shall also be the interpreter of the terms and conditions of the Contract Documents and the Judge of the performance there under.

In case there is any inconsistency or ambiguity in the Contract Documents brought to her/his attention by the Contractor, the Engineer shall issue with reasonable promptness such written or oral clarifications or interpretations as she/he may determine necessary for the proper execution of the Work; such clarifications and interpretations to be consistent with or reasonable inferable from the overall intent of the Contract Documents. The Engineer shall base her/his decision upon the premise that the more stringent interpretation was made by the Contractor in the submission of his bid.

Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under this Contract shall be referred initially to the Engineer for decision. In his capacity as interpreter and judge he shall exercise his best efforts to insure faithful

performance by both the Contractor and the Municipality. He shall not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. The Engineer shall also decide any differences or conflicts which may arise between the Contractor and other contractors of the Municipality in regard to their work.

The Engineer shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of their agents or employees, or any other persons performing any of the Work. Neither the Engineer's, authority to act under this article nor any decision made by her/him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

The Engineer shall also have the authority to order changes in the Work, not inconsistent with the purpose of this Contract, for which the preliminary cost estimate is less than two thousand dollars.

Art.25 Unauthorized Work

Work done without line and grade being given, Work done beyond the lines and grades shown on the Drawings or as given, or any Extra Work

Done without written authorization, will be considered unauthorized. Such Work will be at the expense of the Contractor and will not be paid for by the Municipality. Work so done, may be ordered removed and/or replaced by the Engineer at the Contractor's expense.

Art.26 Maintenance of Traffic

The Contractor shall provide and maintain vehicular and pedestrian traffic during construction operations wherever feasible. At no time shall he close off any street by barricading or other methods without the consent of the Municipality. If and when it becomes necessary to close the street to the normal flow of traffic, the Contractor shall notify the Police Department, Fire Department, Board of Education, Ambulance Service and the Engineer, and shall at all times provide ingress and egress for emergency services as provided by the aforesaid departments. Detour routes, if approved by the Engineer, must be adequately and fully marked for the entire length of the detour. Signs and traffic cones of the size and type approved by the Engineer shall be furnished by the contractor.

Art.27 Patents

The Contractor warrants that he does not infringe on the patent rights of any person, persons, or corporation whatsoever and hereby agrees, as part consideration hereof, to defend and save the Municipality harmless from any and all damages, costs, and expenses resulting from the purchase of use of the same.

Art.28 Restoration and Repair

The Contractor shall restore all roads, driveways, lawn areas, and all other structures or utilities as may be disturbed or damaged during the progress of the Work. The facilities shall be restored or replaced by the Contractor to a condition equal to the original facility or structure at the expense of the Contractor.

In the event that it is not possible or practical to repair or replace any item immediately, adequate temporary facilities shall be provided to insure the continuance of use by the public without danger to the safety, health and welfare of the public.

Art.29 Sanitary Facilities

Sanitary conveniences for the use of all persons employed on the Work shall be provided and maintained by the Contractor in sufficient number at such places as shall be approved, and of an approved type in accordance with the best practice in field sanitation.

Art.30 Final Clean Up

Before final acceptance of the Work, the Contractor shall remove all equipment, temporary work, unused and useless materials, rubbish; shall leave the ground and adjacent property in a neat and satisfactory condition; shall remove all obstructions from waterways caused by his operations; and shall clean all new and existing storm water drains within and adjacent to the Work which have been obstructed by the Contractor.

Art.31 Substantial Completion

If in the opinion of the Engineer, the Work or any portion thereof is substantially complete and is in the best interests of the Municipality to utilize the substantially completed Work; the Engineer shall indicate, in writing, to the Municipality and Contractor the limits of the Work to be utilized by the Municipality and submit the appropriate documentation that said work has been paid to the Contractor in the monthly payments.

The utilization of said substantially completed Work shall not release the Contractor from completing the remainder of the Work nor shall it serve as acceptance of the Work by the Municipality.

## **SPECIAL CONDITIONS**

1. All state prevailing wage regulations as well as the State Labor Standards Provision will apply. The contractor shall pay the minimum wage rates determined by the New Jersey Department of Labor. State wage rates will be provided following contract award. You may access them from the New Jersey Department of Labor (Telephone: 609-292-2259) or by accessing the Department of Labor's website at [http://lwd.dol.state.nj.us/labor/wagehour/wagehour\\_index.html](http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html). The State wage rates in effect at the time of award will be made a part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25, et seq.).
2. Rockaway Township is a tax-exempt organization. All material and equipment, which shall become Township property will be exempt from all New Jersey sales tax.
3. All bidders are notified that all Federal, State, County, and Municipal laws, ordinances, and rules and regulations, including all applicable sections of OSHA must be observed.
4. In order to document the site conditions that exist prior to construction, the Contractor shall photograph the entire project site and related areas. Sufficient photos shall be taken to clearly show the pre-existing conditions in the event of a dispute concerning damage to the facility and roadway.
5. The Contractor must maintain access to all building entrances at the end of each workday. Separate payment will not be made for this work and materials, but the cost will be included in the various pay items in the proposal.
6. The time of completion is sixty (60) calendar days.
7. This project consists of roadway improvements on Queens Road from Fleetwood Drive to Doreen Court. The work generally consists of concrete curb, driveway aprons, concrete sidewalk and ADA curb ramps, drainage upgrades, milling, resurfacing, and pavement reconstruction, if needed.
8. Care and protection of work - From the commencement of work until the completion of the same, the Contractor shall be solely responsible for the protection and care of the work covered by the Contract and for the material delivered to the site. All injury, damage or loss of the same from whatever cause, shall be made good at his expense. He shall take all necessary precautions to prevent injury or damage to the work by flood, freezing or inclement weather at any and all times. The methods used for this purpose shall be subject to approval by the Engineer.
9. Shop drawings - The Contractor shall furnish shop drawings, descriptive literature and other required information for all manufactured items. Five (5) copies shall be submitted to the Engineer for approval prior to fabrication. Approval by the Engineer of shop drawings for any material apparatus, device and layout shall not relieve the Contractor from the responsibility of furnishing same of proper dimension, size, quality, quantity and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents. Approval shall not relieve the Contractor from responsibility for errors of any sort on the shop drawings. If the shop drawings deviate from the Contract Documents, the Contractor shall advise the Engineer of the deviations in writing, including the reasons for the deviations. Prior to the submittal of shop drawings of manufactured items, the Contractor shall check and approve the drawings. He shall indicate his approval by initials and date, and shall also indicate by reference the specifications and/or plan which covers the item.

10. Materials and manufactured articles - All material and workmanship shall be subject to the approval of the Engineer and shall be in conformity with the approved modern practice.

Wherever available, only manufactured and farm products of the United States shall be used in the performance of the work.

When a reference is made in the Contract Documents to standards or specifications of associations such as AWWA, ASTM or others, the provisions of the latest revision of the standard or specifications shall be applicable.

In all cases, new materials in first-class condition shall be used, unless this provision is waived by notice from the Owner or the Engineer in writing. In general, wherever the Contract Documents show or specify a particular make of material, manufactured article, device or equipment, it shall be regarded as a standard.

If two or more makes of material, manufactured articles, devices or equipment are shown or specified, each should be regarded as the equal of the other.

Any other make of material, manufactured article, device or equipment which is the recognized equal of that specified and is suitable for the purpose intended, will be accepted upon approval by the Engineer, whose decision shall be final.

In the event the Contractor obtains the Engineer's approval for the use of equipment other than that which is shown on the plans or specified herein, the Contractor shall at his own expense make any changes in the structures, buildings or piping necessary to accommodate the equipment.

11. Work in bad weather - During freezing, stormy or inclement weather, no work shall be done except such as can be done satisfactorily and in a manner to secure first-class construction throughout.
12. Working Hours shall be as follows:
  - Monday – Friday 7:00am to 6:00pm
  - Saturday – 9:00am to 6:00pm

No Work shall be performed at night, on Sundays, legal holidays except as necessary for the proper care and protection of the Work already performed, such as pumping, tending lights, etc. or unless authorized by the Municipality in writing. If any Work is permitted at night it must be done satisfactorily and without disturbance to the neighboring property owners. Lighting, safety measures, and all else necessary to perform the Work in a good workmanlike manner will be provided by the Contractor. Should the Municipality authorize work at night, on Saturdays, Sundays, legal holidays or beyond the normal hours of operation of the Municipal Building the cost of Municipal inspection will be borne by the Contractor. If it shall become absolutely necessary to perform work at night or on Sunday, the Engineer shall be informed at least twenty-four (24) hours in advance of the beginning of performance of such work All cost to the Municipality including wages, overtime, benefits and overhead shall be reimbursed by the Contractor to Rockaway Township.

13. Sanitary requirements - The Contractor shall provide at convenient places on or near the work proper sanitary accommodations. They will be subject to the inspection of the Engineer and shall at all times be constructed and maintained in a manner satisfactory to him and their use shall be strictly enforced.

14. Public safeguards - The Contractor agrees to conduct the work at all times in such a manner that public travel shall not be inconvenienced needlessly, nor shall it be wholly obstructed at any point. He further agrees to be responsible for all legal notices and signals to the public of the state of the roads while the work is in progress, providing watchmen, barricades, red lights, danger and warning signs and such other precautions necessary to protect life and property in accordance with the "Manual on Uniform Traffic Control Devices".
15. Storage of materials - Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wood platforms and covered, or stored in a suitable building as directed by the Engineer. Stored material shall be located so as to facilitate prompt inspection.
16. Barriers - The Contractor will be responsible for the satisfactory repair and maintenance of all fences, walls, driveways, barriers crossed or damaged by him during the course of construction.
17. Property markers disturbed - The Contractor shall, at his own expense, retain the services of a licensed surveyor to replace property markers on or adjacent to privately owned property which have been disturbed during the course of construction.
18. Cooperation with utilities - It shall be the responsibility of the Contractor to arrange for all utility work essential for the completion of the project and to coordinate the work carried on by public utilities with his own work in order to eliminate delay of the project. The Contractor shall cooperate with the utility company in the removal, relocation and replacement of such structures. Wherever underground utilities are encountered, the Contractor shall take special precautions to prevent breakage and interruption of service. Where such lines require relocation before the work can proceed, the UTILITY COMPANY shall be promptly notified of the fact and will relocate such lines. It shall also be the Contractor's responsibility to assure that any work done by public utilities or their contractors is in conformity with the Plans and Specifications for the project. No compensation or extension of contract time will be allowed the Contractor for corrective measures required by the Engineer for delays to the work caused by failure to comply with this provision.

It shall be the Contractor's responsibility to assure that all excavation and backfilling for all subsurface installations including those of the utility companies, shall be done in accordance with the Specifications, including restoration of road surface until such time as the removal of existing pavement is necessary for reconstruction of the road.

Failure of the Contractor to take proper action to correct any defective work, materials, operations and/or maintenance of traffic, all as specified herein, within the time specified by the Engineer, will be cause for the Engineer to halt work and have same done by others at the expense of the Contractor with no extension of contract time permitted.

19. Contractor's employees - The Contractor shall be represented on the project site at all times when work is in progress by an experienced superintendent. Only skilled foremen and workmen shall be employed on work requiring special qualification.

During the progress of the work, the Contractor shall keep the site in a generally neat condition. Lunch papers, bottles, lumber cutoffs, drinking cups and like rubbish shall be removed from the site daily. The work shall be cleaned up as the various portions of the project are completed. Upon the completion of the work and before acceptances and final payment shall be made, the Contractor shall, except as otherwise expressly directed or permitted in writing, clean and remove from the sites and adjacent

property all surplus and discarded materials, rubbish and temporary structures. He shall restore in an acceptable manner all property which has been damaged during the prosecution of the work and leave the whole in a neat and presentable condition. There shall be no extra payment for cleanup, said costs to be included in the prices bid for the various items.

20. Excavated and waste material - Unless otherwise directed by the Engineer, the Contractor shall be responsible, at his own cost and expense, for the removal from the site of the work, as well as disposal in a manner meeting all requirements of law including any necessary testing, of all excess excavated material and all other waste material generated during the performance of the Contract.
21. Notice to residents - It shall be the sole responsibility of the Contractor to notify any resident at least 24 hours in advance when access to this driveway or property will be restricted. The notice shall be in writing and shall state the date, reason and approximate length of time of the inconvenience.
22. Maintenance and protection of traffic - The Contractor shall plan and carry out his work to provide for the convenient and safe passage of both vehicular and pedestrian traffic through the worksite area and along all detours if necessary.

The Contractor shall furnish, erect or place, and maintain, in good condition, barricades, signs, lights, traffic cones, barrels and pavement markings, and other warning and danger signals and devices, appropriate and adequate for the specific needs and subject to the Engineer's approval, at working sites, closed roads, intersections, open excavations, locations of material storage, standing equipment and other obstructions, at points where the usable traffic width of the road is reduced, at points where traffic is deflected from its normal courses or lanes, and at other places of danger to vehicular or pedestrian traffic or to completed work. This plan shall be reviewed and subject to approval by the Engineer.

23. Coordination with township operations - The Contractor shall perform his work so as not to disrupt the day to day use of the facilities. The work shall be coordinated with the Maintenance Supervisor who is to be notified in advance of specific work items that the Contractor will perform.
24. No separate payment shall be made for topsoil 4 inches thick, straw mulching fertilizing and seeding – Any grassed areas disturbed due to the construction of the proposed improvements shall be included in the unit bid price for all the various pay items.

TOWNSHIP OF ROCKAWAY  
MORRIS COUNTY, NEW JERSEY

---

QUEENS ROAD SECTION I ROADWAY IMPROVEMENTS

---

DETAILED SPECIFICATIONS

All workmanship and materials shall be in accordance with "New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction" (NJSS-2019).

Should any discrepancies arise between the Detailed Specifications and the NJDOT Supplementary Specifications, NJDOT's Supplementary Specifications will govern.

ITEM 1 – BREAKAWAY BARRICADES

ITEM 2 – DRUMS

ITEM 3 – TRAFFIC CONES

ITEM 4 – CONSTRUCTION SIGNS

Description

The work under these Items shall consist of the furnishing, erection, placement, and maintenance of barricades, signs, reflectors, traffic cones, barrels and other signals and devices appropriate and adequate for the specific conditions and subject to the Engineer's approval, at working sites, open excavations, locations of material storage, standing equipment and other obstructions, at points where the usable traffic width of the road is reduced, at points where traffic is deflected from its normal courses or lanes, and at other places to maintain and protect vehicular or pedestrian traffic or the completed work.

Materials

All materials shall meet the requirements of NJSS Subsection 159.02.

Method of Construction

A. Traffic Control Coordinator

Prior to the start of construction, the Engineer shall be notified of the single supervisory level individual, trained in the principles of safe traffic control, who, along with the department representative, will be assigned the responsibility and authority for the implementation and maintenance of the traffic control plan.

B. Construction Signs

All signs shall be erected and maintained in a substantial manner to be approved by the Engineer, and shall be maintained so as to provide maximum visibility and legibility at all times.

When construction signs conflict with existing signs, the existing signs shall be covered. When construction signs are no longer required, they shall be removed. If they are temporarily not required, such as overnight, they shall either be temporarily removed or covered. Signs covered from view of the traveling public shall be completely covered with opaque material securely fastened so that it does not blow in the wind. Burlap shall not be used.

Signs, barricades, lights, pavement markings, and all other warning and protective devices shall be established, repaired, replaced, relocated, and removed by the Contractor at the locations and times and in the manner directed by the Engineer.

Traffic Control Devices furnished shall conform to the NJDOT Standard Road Construction/Traffic Control/Bridge Construction Details.

C. Traffic Control Plan

Before beginning work on any phase of the project, the Contractor shall prepare and submit for approval of the Engineer, a traffic control plan showing proposed construction signs, barricades, and other devices necessary to protect the public during that phase of his operation.

Quantity and Payment

The quantity of traffic control devices measured by the square foot, unit, or unit basis is the maximum quantity required to be in service at one time according to traffic control requirements.

Breakaway barricades will be measured by the number of units.

Construction signs will be measured by square foot.

Drums and Traffic Cones will be measured by the number of units.

Payment will be made under:

<i>Pay Item</i>	<i>Pay Unit</i>
BREAKAWAY BARRICADES	UNIT
DRUMS	UNIT
TRAFFIC CONES	UNIT
CONSTRUCTION SIGNS	SQ. FT.

## ITEM 5 – POLICE TRAFFIC DIRECTORS

### Description

POLICE TRAFFIC DIRECTORS shall consist of furnishing uniformed off-duty police officers from the Township of Rockaway, where the work is being performed. The intent of this Item is to utilize POLICE TRAFFIC DIRECTORS during the surface course paving. The use of POLICE TRAFFIC DIRECTORS must be approved by and coordinated with the Engineer, prior to arranging for the same with the Rockaway Township Police Department.

The work performed by the POLICE TRAFFIC DIRECTORS shall be in compliance with NJSS Subsection 159.

No payment will be made for hours of POLICE TRAFFIC DIRECTORS which are not approved.

### Quantity and Payment

POLICE TRAFFIC DIRECTORS will be paid for by the hour at the rate provided by the Township.

ITEM 6 – FUEL PRICE ADJUSTMENT  
ITEM 7 – ASPHALT PRICE ADJUSTMENT

Description

These Items shall consist of the price adjustments for fuel and asphalt usage.

Procedure

The procedure shall follow NJSS Subsection 160.03.01 for Fuel Price Adjustment and 160.03.02 for Asphalt Price Adjustment.

Measurement and Payment

No Fuel Price Adjustments shall be made for items requiring less than 500 Gallons.

No Asphalt Price Adjustment shall be made for projects that require less than 1,000 Tons of HMA.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Fuel Price Adjustment	Dollar
Asphalt Price Adjustment	Dollar

## ITEM 8 – CLEARING SITE

### Description

This Item shall consist of the removal of all items, which are deemed by the Engineer to interfere with the construction, the transportation of the excavated materials, the proper disposal of unsuitable and surplus materials, the trimming or relocation of any shrub, bush, or tree as directed in the field by the Engineer; and other work as herein described.

Clearing Site shall also include the removal and/or resetting of all signs, fences, walls, curbing, mailboxes, house drains, sprinkler heads, landscape areas and all obstructions, either standing or felled within the limits of construction of the project, as shown on the plans or as directed by the Engineer, for which no specific pay item is provided for in the contract.

### Methods of Construction

In the performance of the work under this item, the Contractor will be held responsible for any damage to existing construction that is to remain in place. The Contractor shall use extreme care and exercise every precaution necessary to prevent damage or injury thereto. Any damage as a result of the Contractor's operations shall be repaired or replaced by him to the satisfaction of the Engineer at no additional expense to the Municipality.

Removed material and debris shall not be placed or stored at the job site. As the work progresses, debris shall be immediately removed from the project site.

Disposal of all debris shall be the responsibility of the Contractor and shall be at the Contractor's expense and in accordance with regulations and laws governing solid waste disposal. The cost for disposal shall be included in the bid price of the various items. No additional payment will be allowed.

Care shall be taken by the Contractor to confine his operations to the immediate construction area. The Contractor shall be careful to avoid injuring any tree, bush, shrub, lawn or other material not necessary for the construction of the improvements.

Trimming of any shrub, bush, or tree shall be kept to an absolute minimum and shall be done with sharp tree saws or cutters and not with an ax or other chopping tool. Limbs or branches shall be cut at an angle close to the main trunk. All cut ends shall be painted with an approved tree paint and all trimming shall be performed in a neat, workmanlike manner.

### Quantity and Payment

CLEARING SITE will be paid for on a lump sum basis. The bid lump sum price shall include all labor and materials and all else necessary and incidental thereto to completely perform the work to be done under this Item in accordance with the Plans and Specifications or as directed by the Engineer.

## ITEM 9 – EXCAVATION, UNCLASSIFIED

### Description

Excavation, Unclassified, shall consist of the excavation, removal and disposal of all existing roadway pavement in the areas where full-depth pavement is required; the transportation of the excavated materials; the proper disposal of unsuitable and surplus materials; and other work as herein described. This Item also includes the grading and shaping of the area adjacent to the edge of pavement, as shown in the Construction Plans.

### Methods of Construction

All excavation on this project shall be considered as unclassified. The limits of excavation of the roadway pavement shall be sawcut as per NJSS Subsection 202.03.06 "Removing Pavement".

Prior to any excavation, the Contractor, with the cooperation of the utility companies, shall locate and paint on the sidewalk or road surface or place stakes in the ground at the location of all water services, gas services, gas mains, water mains, telephone raceways, or conduits and drains. No additional payment will be made for crossing subsurface utilities, whether shown on the plans or not, the cost of which shall be incorporated in the unit prices for the various items in the proposal. Care shall be taken not to move or damage, without the consent of the Engineer, any sewers, drains, poles, meters, water or gas pipes, etc., or structures near them that may be encountered during the construction of this work.

In case water, gas pipes, conduits or other utilities become broken in the execution of the work, the Contractor shall give immediate notice to the proper authorities and he shall be responsible for any damage to persons or property caused by such breaks. Failure to give prompt notice to the authorities shall make the Contractor responsible for any needless loss of water or gas, or for interruption of services.

Pavement shall be cut square with faces straight and vertical.

All excavated materials shall be placed in such a manner so as not to endanger the work and so that free access will be available at all times to all fire hydrants and their valves in the vicinity. Such material shall be neatly piled so as not to interfere with the flow of traffic.

### Quantity and Payment

EXCAVATION, UNCLASSIFIED will be measured in cubic yards of excavated material, actually removed in accordance with the plans, specifications or as directed by the Engineer.

Payment for EXCAVATION, UNCLASSIFIED will be made for the Measurement as above determined at the unit price bid per cubic yard in the Proposal which price shall include the cost of excavation and removal of all roadway pavement, earth, brick, stone and concrete masonry, curb and sidewalk, small structures, existing storm drain pipe and catch basins and other materials encountered of whatever nature required for the construction of roadway pavement or curbing; the transportation of the excavated materials; the proper disposal of unsuitable and surplus materials; and all labor, equipment and all else necessary therefore and incidental thereto.

## ITEM 10 – DENSE GRADED AGGREGATE BASE COURSE, 6" THICK

### Description

This work shall consist of the excavation and removal of existing material, preparation of subgrades, furnishing, placing, grading and compacting of Dense Graded Aggregate Base Course in accordance with the Plans and Specifications.

### Materials

Dense Graded Aggregate Base Course shall consist of material conforming to the requirements of NJSS Subsection 901.10.

### Methods of Construction

Method of construction shall be in accordance with NJSS Subsection 302.03.

### Quantity and Payment

The quantity of DENSE GRADED AGGREGATE BASE COURSE, 6" THICK for which payment will be made will be the quantity in square yards actually constructed in accordance with the Plans and Specifications as measured by the Engineer.

Payment for DENSE GRADED AGGREGATE BASE COURSE, 6" THICK will be made for the quantity as above determined at the unit price bid per square yard. The bid unit price shall include excavation and removal of existing material, preparation of subgrades, furnishing, placing, grading, and compacting the subbase material, and all labor, materials, equipment and all else necessary therefore and incidental thereto to completely perform the work to be done under this Item in accordance with the Plans and Specifications or as directed by the Engineer.

## ITEM 11 – HOT MIX ASPHALT MILLING, 3" OR LESS

### Description

Milling of pavement shall consist of the removal of bituminous concrete to the prescribed depth as shown on the plans and as specified herein.

### Equipment

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 automatic grade controls. The reference system may be either stringline or ski type. Use of the automatic grade controls will be required except at intersections and other locations where it is not practical.

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.

### Method of Construction

The test strip as directed by the Engineer shall be performed within the proposed limits of milling prior to commencement of the milling operations. The test strip shall be used to determine the machine and drum speeds of operation which will produce the proper surface texture and when profile milling is called for, to determine the cutting depth required to remove ruts and transverse corrugations.

The milling operation may begin when the above criteria have been established and approved. The machine shall be operated at the speeds of operation which will produce the proper surface texture and when profile milling is called for, to determine the cutting depth required to remove ruts and transverse corrugations. Test strips shall be constructed for each milling machine used.

The milling operation, including removal and proper disposal of the milled material, shall be carried out in a manner that will prevent dust and other particulate matter from escaping into the air.

The milled material is to be recycled at an approved facility. Material slips verifying the weight of the recycled material must be submitted to the Engineer. The milling equipment, where practical, shall be operated in such a manner as to produce milled material of which 95 percent will pass a 2-1/2" sieve.

The area of milling shall be cleared of all debris and power broomed to remove fine particles prior to milling. Disposal of debris shall be in accordance with NJSS Subsection 202.

Provisions shall be made for removal of any water that may be trapped due to the milling operation, such as by lateral saw cuts. In the event that all milled areas which are opened to traffic have not been milled to a flush surface by the end of the work day, the longitudinal edges of the milled area, exceeding 1-1/2" high, shall be sloped and a smooth transition shall be provided at the transverse edges.

Areas to be milled not accessible to the milling machine shall be removed by other equipment.

Bituminous concrete below the specified level of milling that becomes dislodged or delaminated shall be removed and replaced with bituminous concrete without additional compensation.

Areas designated for base repair, either on the plan or if and where directed by the Engineer, shall not be paid under this item.

The surface of the milled area shall be swept clean prior to being opened to traffic and prior to the following construction or resurfacing stage. Sweepings shall be disposed of in accordance with NJSS Subsection 202.11.

Quantity and Payment

The quantity of HOT MIX ASPHALT MILLING, 3" OR LESS for which payment will be made will be the number of square yards actually milled as measured by the Engineer.

Payment for milling will be made for the quantity in square yards at the price bid per square yard for the item HOT MIX ASPHALT MILLING, 3" OR LESS.

## ITEM 12 – HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK

### Description

This work shall consist of the excavation and removal of existing asphalt pavement, the furnishing, placing, spreading and compacting Hot Mix Asphalt Surface Course, 9.5M64 Mix in accordance with the Plans and Specifications.

### Materials

Materials shall conform to NJSS Subsection 401.02.

Tack Coat shall be cutback asphalt, rapid curing grade RC-70, conforming to NJSS Table 401.03.02-1.

### Methods of Construction

A tack coat of material approved by the Engineer shall be applied to the existing surface at the rate of 0.02 to 0.10 gallons per square yard as directed by the Engineer prior to the placing of any bituminous concrete surface course. The cost for tack coat shall be included in the price bid for this Item.

Cracks and joints shall be blown out with compressed air at a minimum pressure of 90 psi to produce an opening completely void of all dirt and loose materials. The Contractor shall then proceed to pour the opening to within one half (1/2") inch of the existing surface.

When meeting existing paved areas, the existing paving shall be cut in a neat, straight line to allow for the smooth transition of the new paving to old pavement. The line thus trimmed out shall be cut to a minimum depth of 1½" and shall be tacked with cutback asphalt prior to placing any bituminous concrete surface course.

Contact surfaces of curbing, gutters, manholes and other structures shall be painted with a thin uniform coating of cutback asphalt, rapid curing type RC-70 tack just prior to the placing of bituminous concrete mixture against them.

The surface of the existing pavement upon which the bituminous concrete pavement is to be placed shall be dry, and free from frost and swept clean by the Contractor when the paving operations are about to start and shall be maintained in that condition.

Areas around manholes and storm water inlets shall be paved carefully using hot hand irons to smooth out any humps or roller marks. Manhole covers and inlet grates shall be protected from the accumulation of paving material during the paving operation. All covers, grates and curbs shall be left free of adhered tack coat and paving material. Inlets shall be cleaned of any material falling through the grates during the paving operation.

Care shall be taken that a tight neat joint is maintained at the curb line.

Variations not in excess of one quarter inch (1/4") plus or minus from the proposed final surface elevation and the actual final surface elevation will be acceptable provided there is no adverse effect on the drainage.

Under this item the Contractor shall be responsible for the resetting or the resetting by the respective owners of all utility castings, valve boxes, curb boxes, etc., not specifically paid for under other items in this contract. Any cost incurred for the above work and/or coordination shall be included in the unit price bid for this item.

All trucks delivering bituminous concrete surface course to the site shall have delivery tickets noting the weight of the material on the truck. These tickets shall bear the seal of a certified weigh master. One copy of the delivery ticket shall be provided to the Engineer at the time of delivery.

Quantity and Payment

The quantity of HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK for which payment will be made will be at the unit price bid for the actual number of tons constructed in accordance with the Plans and Specifications measured by the ton, as measured by the Engineer.

Payment for HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK will be made for the quantity as above determined at the unit price bid per ton. The bid unit price shall include the excavation and removal of existing pavement, furnishing and applying tack coat, furnishing, placing, spreading and compacting the material, and all labor, materials, equipment, and all else necessary, therefore and incidental thereto to completely perform the work to be done under this Item in accordance with the Plans and Specifications or as directed by the Engineer.

## ITEM 13 – HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK

### Description

This Item shall consist of the excavation and removal of existing asphalt pavement, placing Hot Mix Asphalt Stabilized Base Course, 19M64 Mix at a minimum compacted thickness of four (4") inches, in two lifts on a prepared subbase in accordance with these Specifications and in conformity with the line and grade as shown on the Plans.

### Materials

Materials shall conform to NJSS Subsection 401.02. Prime coat shall be cutback asphalt, medium curing type MC-30. Tack coat shall be cutback asphalt, rapid curing type RC-70.

### Methods of Construction

The hot mix asphalt base course shall be applied by an approved paving machine in good operating condition. The material shall be constructed in two lifts to a compacted thickness of not less than six inches (4").

All hot mix asphalt base course will be rolled initially with a two wheel ten ton roller operating immediately in back of the spreader. The second, third, and final rolling shall be performed with a two wheel tandem roller until the mixture is thoroughly compacted to the satisfaction of the Engineer.

All trucks delivering hot mix asphalt base course to the site shall have delivery tickets noting the weight of the material on the truck. These tickets shall bear the seal of a certified weigh master and one copy of the delivery ticket so certified shall be handed to a representative of the Owner on the site at the of delivery.

### Measurement and Payment

The quantity of HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK for which payment will be made will be the number of tons actually constructed in accordance with the Plans and Specifications as measured by the Engineer.

Payment for HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK will be made for the quantity as above determined measured in tons at the price bid in the Proposal, which price shall include the cost of excavation and removal of the existing pavement, furnishing and installing Hot Mix Asphalt Base Course complete, preparation of subbase, and all labor, materials, equipment, expenses, costs, and all else necessary, therefore and incidental thereto to completely perform the work to be done under this Item in accordance with the Plans and Specifications or as directed by the Engineer.

## ITEM 14 – 4" PVC PIPE, SCHEDULE 40

### Description

The work under this Item shall consist of the connection of roof leaders, private drainage systems, and sump pumps to the Township storm drain system and install cleanout.

It shall include, but not be limited to all excavations, furnish and install the pipe, make all connections into or out of inlets or pipes existing or proposed, install cleanout, backfill the trench, installation of cleanout, removal and replacement of existing pavement, core drilling of RCP pipes, site restoration, and incidental work necessary to connect the drains.

4" Polyvinyl Chloride Pipe, Schedule 40 shall be used as required on an if and where directed basis where additional relaying or extensions of existing house drains is required beyond the pay limits for the various House Drain Connection items.

Pay limits for the various House Drain Connection items shall be as detailed on the plans.

### Materials

All material and/or equipment shall conform to 2019 New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction (NJSS) section 601.02.

In addition to NJSS material shall also conform as follows:

Pipe shall Schedule 40 PVC conforming to ASTM Designation ASTM D-3034 SDR35. Joints shall be of the bell and spigot type for PVC pipe.

Coarse Aggregate #57 -The material for crushed stone shall be ¾" diameter, clean crushed stones, consisting of material conforming to the requirements of NJSS Subsection 901.

Provide precast openings at new pre-cast structures.

### Methods of Construction

All construction shall conform to 2019 New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction section 601.03.

In addition to NJSS construction shall also conform as follows:

The roof leaders, private drains, and sump pump line shall be exposed and a trench dug to connect the existing pipe to the underdrain system. The new PVC pipe, including all fittings and appurtenances shall be installed. Backfill material may be onsite excavated soil, provided acceptable to the Engineer.

The Contractor shall excavate any material of whatever character or substance encountered and the excavation shall be included in the price bid.

Prior to any excavation, the Contractor, with the cooperation of the utility companies, shall locate and paint on the sidewalk or road surface or place stakes in the ground at the location of all water services, gas services, gas mains, water mains, telephone raceways, or conduits and drains. No additional payment will be made for crossing

subsurface utilities, whether shown on the plans or not, the cost of which shall be incorporated in the unit prices for the various items in the proposal.

Care shall be taken not to move or damage, without the consent of the Engineer, any sewers, drains, poles, meters, water or gas pipes, etc., or structures near them that may be encountered during the construction of this work.

In case water, gas pipes, conduits or other utilities become broken in the execution of the work, the Contractor shall give immediate notice to the proper authorities. The Contractor shall be responsible for any damage to persons or property caused by such breaks. Failure to give prompt notice to the authorities shall make the Contractor responsible for any needless loss of water or gas, or for interruption of services.

All excavated materials shall be placed in such a manner as not to endanger the work and so that free access will be available at all times to all fire hydrants and their valves in the vicinity. Such material shall be neatly piled so as not to interfere with the flow of traffic.

The Contractor shall protect existing trees along the route of construction. The excavated material may be used for backfill, if deemed suitable for reuse by the Engineer. Backfill material shall be carefully placed and tamped to provide proper bedding for the storm drain and to minimize settlement.

The opening into the basins shall be carefully made to receive the new pipe, pipes shall not protrude into the inlet. Pipes shall be trimmed flush with inlet walls and the finished joint filled with non-shrink grout.

#### Quantity and Payment

The quantity of 4" PVC PIPE, SCHEDULE 40 for which payment will be made will be the actual length constructed in accordance with the Plans and Specifications as measured in place by the Engineer except that the length between inner faces of inlet and manhole walls will not be measured for payment.

Payment for 4" PVC PIPE, SCHEDULE 40 will be made at the unit price bid for the length as above determined measured in linear feet. The unit price bid shall include excavation, line cutting of pavement, preparation of subgrade, furnishing new pipe, laying, assembling, shoring, bracing, dewatering, pumping, maintenance of flow, backfilling with suitable or required materials, compaction of backfill, pavement trench repair, disposal of unsuitable materials, and all labor, materials equipment, and all else necessary and incidental thereto to completely perform the work to be done under this Item in accordance with the Plans and Specifications or as directed by the Engineer.

## ITEM 15 – 6” PERFORATED HDPE UNDERDRAIN

### Description

The work under this Item shall consist of removal of existing pavement, excavation, preparation of subgrade, placing of geotextile fabric, placing and grading clean crushed stone, furnishing and installing the pipe, make all connections into or out of inlets, manholes or pipes existing or proposed, and backfill the trench in accordance with the plans or as directed by the Engineer.

### Materials

High Density Polyethylene Pipe shall be perforated, dual wall with corrugated exterior and smooth interior pipe, and conform to AASHTO M252, as manufactured by ADS, Inc. or an approved equal.

The material for crushed stone shall be ¾” diameter, clean crushed stones, consisting of material conforming to the requirements of NJSS Subsection 901.

Geotextile: Mirafi 135N or approved equal.

### Methods of Construction

The Contractor shall excavate any material of whatever character or substance encountered and the excavation shall be included in the price bid for this Item.

Prior to any excavation, the Contractor, with the cooperation of the utility companies, shall locate and paint on the sidewalk or road surface or place stakes in the ground at the location of all water services, gas services, gas mains, water mains, telephone raceways, or conduits and drains. No additional payment will be made for crossing subsurface utilities, whether shown on the plans or not, the cost of which shall be incorporated in the unit price for this item in the proposal.

Care shall be taken not to move or damage, without the consent of the Engineer, any sewers, drains, poles, meters, water or gas pipes, etc., or structures near them that may be encountered during the construction of this work. In case water, gas pipes, conduits or other utilities become broken in the execution of the work, the Contractor shall give immediate notice to the proper authorities. The Contractor shall be responsible for any damage to persons or property caused by such breaks. Failure to give prompt notice to the authorities shall make the Contractor responsible for any needless loss of water or gas, or for interruption of services.

All excavated materials shall be placed in such a manner as not to endanger the work and so that free access will be available at all times to all fire hydrants and their valves in the vicinity. Such material shall be neatly piled so as not to interfere with the flow of traffic.

The Contractor shall protect existing trees along the route of construction. The excavated material may be used for backfill, if deemed suitable for reuse by the Engineer. Backfill material shall be carefully placed and tamped to provide proper bedding for the storm drain and to minimize settlement.

The opening into the basins shall be carefully made to receive the new pipe and pipes shall not protrude into the inlet. Pipes shall be trimmed flush with inlet walls and the finished joint filled with non-shrink grout.

Pipe sections shall be tightly joined with their inner surfaces flush and even.

### Quantity and Payment

The quantity of 6" PERFORATED HDPE UNDERDRAIN for which payment will be made will be the actual length constructed in accordance with the Plans and Specifications as measured in place by the Engineer except that the length between inner faces of inlet and manhole walls will not be measured for payment.

Payment for 6" PERFORATED HDPE UNDERDRAIN will be made at the unit price bid for the length as above determined measured in linear feet. The unit price bid shall include excavation, line cutting of pavement, preparation of subgrade, furnishing and placement of geotextile fabric, furnishing new pipe, laying, assembling, shoring, bracing, dewatering, pumping, maintenance of flow, backfilling with suitable or required materials, compaction of backfill, pavement trench repair, disposal of unsuitable materials, and all labor, materials equipment, and all else necessary and incidental thereto to completely perform the work to be done under this Item in accordance with the Plans and Specifications or as directed by the Engineer.

## ITEMS 16 – HOUSE DRAIN CONNECTION, INCLUDING CLEANOUT

### Description

The work under this Item shall consist of the connection of roof leaders, private drainage systems, and sump pumps to the Township storm drain system and install cleanout.

It shall include, but not be limited to all excavations, furnish and install the pipe, make all connections into or out of inlets or pipes existing or proposed, install cleanout, backfill the trench, installation of cleanout, removal and replacement of existing pavement, site restoration, and incidental work necessary to connect the drains.

4" Polyvinyl Chloride Pipe, Schedule 40 shall be used as required on an if and where directed basis where additional relaying or extensions of existing house drains is required beyond the pay limits for the various House Drain Connection items.

Pay limits for the various House Drain Connection items shall be as detailed on the plans.

### Materials

All material and/or equipment shall conform to 2019 New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction (NJSS) section 601.02.

In addition to NJSS material shall also conform as follows:

Pipe shall Schedule 40 PVC conforming to ASTM Designation ASTM D-3034 SDR35. Joints shall be of the bell and spigot type for PVC pipe.

Coarse Aggregate #57 -The material for crushed stone shall be ¾" diameter, clean crushed stones, consisting of material conforming to the requirements of NJSS Subsection 901.

Provide precast openings at new pre-cast structures.

### Methods of Construction

All construction shall conform to 2019 New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction section 601.03.

In addition to NJSS construction shall also conform as follows:

The roof leaders, private drains, and sump pump line shall be exposed and a trench dug to connect the existing pipe to the underdrain system. The new PVC pipe, including all fittings and appurtenances shall be installed. Backfill material may be onsite excavated soil, provided acceptable to the Engineer.

The Contractor shall excavate any material of whatever character or substance encountered and the excavation shall be included in the price bid.

Prior to any excavation, the Contractor, with the cooperation of the utility companies, shall locate and paint on the sidewalk or road surface or place stakes in the ground at the location of all water services, gas services, gas mains, water mains, telephone raceways, or conduits and drains. No additional payment will be made for crossing

subsurface utilities, whether shown on the plans or not, the cost of which shall be incorporated in the unit prices for the various items in the proposal.

Care shall be taken not to move or damage, without the consent of the Engineer, any sewers, drains, poles, meters, water or gas pipes, etc., or structures near them that may be encountered during the construction of this work.

In case water, gas pipes, conduits or other utilities become broken in the execution of the work, the Contractor shall give immediate notice to the proper authorities. The Contractor shall be responsible for any damage to persons or property caused by such breaks. Failure to give prompt notice to the authorities shall make the Contractor responsible for any needless loss of water or gas, or for interruption of services.

All excavated materials shall be placed in such a manner as not to endanger the work and so that free access will be available at all times to all fire hydrants and their valves in the vicinity. Such material shall be neatly piled so as not to interfere with the flow of traffic.

The Contractor shall protect existing trees along the route of construction. The excavated material may be used for backfill, if deemed suitable for reuse by the Engineer. Backfill material shall be carefully placed and tamped to provide proper bedding for the storm drain and to minimize settlement.

The opening into the basins shall be carefully made to receive the new pipe, pipes shall not protrude into the inlet. Pipes shall be trimmed flush with inlet walls and the finished joint filled with non-shrink grout.

#### Quantity and Payment

The quantity of HOUSE DRAIN CONNECTION, INCLUDING CLEANOUT for which payment will be made will be the actual number of house drains connected in accordance with the Plans and Specifications as measured in place by the Engineer.

Payment for HOUSE DRAIN CONNECTION, INCLUDING CLEANOUT will be made at the unit price bid for the actual number as measured in the field. The unit price bid shall include excavation, line cutting of pavement, preparation of subgrade, furnishing and placement of geotextile fabric, furnishing new pipe, laying, assembling, shoring, bracing, dewatering, pumping, maintenance of flow, backfilling with suitable or required materials, compaction of backfill, pavement trench repair, excavation unclassified, disposal of unsuitable materials, and all labor, materials equipment, and all else necessary and incidental thereto to completely perform the work to be done under this Item in accordance with the Plans and Specifications or as directed by the Engineer.

## ITEM 17 – INLET, TYPE 'B'

### Description

The work under this Item shall consist of the construction of inlets, including demolition and disposal of existing inlets and pipe, excavation and backfill for the structures, furnishing and installing new pipe, if necessary, to connect to the existing pipe, and all necessary labor, equipment and materials incidental to construction of inlets, of the various types and sizes, in accordance with the Plans and Specifications at the locations shown on the Plans or as directed by the Engineer.

### Materials

The castings for Inlets Type 'B' shall be Pattern Number 2618 and the curb pieces shall be Type 'N', as manufactured by Campbell Foundry Company of Harrison, New Jersey, or approved equal. Frames and grates shall be asphalt painted in the foundry. All new castings shall have bicycle safe grates.

Ladder rungs shall be steel reinforced copolymer polypropylene plastic, spaced as shown on the construction details. Copolymer polypropylene plastic shall be as manufactured by M.A. Industries, Inc., or approved equal.

All other materials shall be in conformance with the requirements of NJSS Subsection 603.02.

### Methods of Construction

Following excavation for the inlet, the Contractor shall properly prepare the subgrade and pour an eight inch (8") concrete footing of Class C concrete. Concrete blocks shall be laid up plumb and true to the required height to receive the casting. Concrete block shall be laid with staggered joints. All horizontal joints and all keyways of vertical joints of concrete block shall be filled with mortar.

A full depth channel of concrete brick and mortar or of poured concrete shall be built in each inlet. Channels shall be carefully constructed and aligned to allow for smooth flows of water through the inlet.

The casting shall be adjusted to finished grade with concrete brick and cement mortar as required, not to exceed 12" maximum. When the frame has been set in place to the proper grade, the frame shall be thoroughly bedded in mortar to form a bond between the flange and the top block.

### Quantity and Payment

The quantity of INLET, TYPE 'B' for which payment will be made, will be the actual number constructed in accordance with the Plans and Specifications or as directed by the Engineer. Payment for INLET, TYPE 'B' will be made for the actual number constructed as measured in the field by the Engineer at the unit price bid. The bid unit price shall include all demolition, excavation, shoring, bracing, dewatering, pumping, maintenance of flow, connecting of all pipes, furnishing and installing frames and gratings, wall drains, ladder rungs, construction and finishing of inlet channels, backfilling with suitable or required materials, compaction of backfill, disposal of demolished structures and unsuitable materials, and all labor, materials, equipment, and all else necessary and incidental thereto to completely perform the work to be done under this Item in accordance with the Plans and Specifications or as directed by the Engineer.

## ITEM 18 – RESET EXISTING CASTING

### Description

Under this Items, the Contractor shall furnish all labor and materials necessary to remove and reset the existing inlet frames and grates and manhole frame and cover where shown on the Contract Drawings.

### Materials

All material shall be in conformance with the requirements of NJSS Subsection 602.02.

### Method of Construction

Existing inlet and manhole castings shall be reset in conformance with NJSS Subsection 602.03.03.

Pavement shall be cut with a straight and vertical face.

The masonry of the existing structures shall be removed to a proper depth below the existing castings and replaced with new brick and block, where and as directed by the Engineer.

After the frame is in place and mortar has sufficiently set, backfill shall be placed and compacted in six (6") inch lifts, in a manner suitable to the Engineer, to a height six (6") inches below the surface of the existing pavement. Immediately following, the Contractor shall place Hot Mix Asphalt 19M64 to a minimum compacted depth of six (6") inches around the entire paved periphery of the manhole to a height 1" below the top and tapered back to meet the existing pavement. Tack coat shall be applied to all vertical surfaces which contact the proposed pavement.

Immediately following, the Contractor shall place Hot Mix Asphalt 19M64 to a minimum compacted depth of six (6") inches around the entire paved periphery of the manhole to a height 1" below the top and tapered back to meet the existing pavement.

### Quantity and Payment

The unit price bid under this Item shall include all labor, materials, equipment, tools, and all else necessary to remove and reset frames and grates at the locations shown on the plans and as specified herein.

Payment shall be made at the unit price bid for the actual number reset as measured in the field by the Engineer.

## ITEM 19 – SET INLET TYPE ‘B’ CASTING

### Description

Under this Item, the Contractor shall furnish all labor and materials necessary to remove, and set new inlet castings, including providing a new curb piece and bicycle safe grate, if and where directed by the Engineer and where shown on the Contract Drawings.

### Materials

All materials to set inlet castings shall be in conformance with the requirements of NJSS Subsection 602.02.

The grate castings shall be pattern number 2618, and the curb piece shall be Eco Curb Piece Pattern ‘N’, as manufactured by Campbell Foundry Company of Harrison, New Jersey, or approved equal.

### Method of Construction

All work shall be performed in conformance with the requirements of NJSS Subsection 602.03.03. The Contractor shall supply and install the inlet castings at the locations designated in the plan and as specified herein to the line and grade indicated by the Engineer. The existing frames and grates shall be removed and properly disposed of.

Pavement shall be cut with a straight and vertical face.

The masonry of the existing structures shall be removed to a proper depth below the existing castings and replaced with new brick and block, where and as directed by the Engineer.

After the frame is in place and mortar has sufficiently set, backfill shall be placed and compacted in six (6") inch lifts, in a manner suitable to the Engineer, to a height six (6") inches below the surface of the existing pavement. Immediately following, the Contractor shall place Hot Mix Asphalt 19M64 to a minimum compacted depth of six (6") inches around the entire paved periphery of the manhole to a height 1" below the top and tapered back to meet the existing pavement. Tack coat shall be applied to all vertical surfaces which contact the proposed pavement.

Immediately following, the Contractor shall place Hot Mix Asphalt 19M64 to a minimum compacted depth of six (6") inches around the entire paved periphery of the manhole to a height 1" below the top and tapered back to meet the existing pavement.

### Quantity and Payment

The unit price bid under this Item shall include all labor, materials, equipment, tools, and all else necessary to remove, replace, and set castings, including a new curb piece and bicycle safe grate at the locations shown on the plans and as specified herein.

Payment shall be made at the unit price bid for the actual number set as measured in the field by the Engineer.

ITEM 20 – RESET MANHOLE, SANITARY SEWER, USING EXISTING CASTING

Description

Under this Items, the Contractor shall furnish all labor and materials necessary to remove and reset the existing manhole frame and cover where shown on the Contract Drawings.

Materials

All material shall be in conformance with the requirements of NJSS Subsection 602.02.

Method of Construction

Existing manhole castings shall be reset in conformance with NJSS Subsection 602.03.03.

Pavement shall be cut with a straight and vertical face.

The masonry of the existing structures shall be removed to a proper depth below the existing castings and replaced with new brick and block, where and as directed by the Engineer.

After the frame is in place and mortar has sufficiently set, backfill shall be placed and compacted in six (6") inch lifts, in a manner suitable to the Engineer, to a height six (6") inches below the surface of the existing pavement. Immediately following, the Contractor shall place Hot Mix Asphalt 19M64 to a minimum compacted depth of six (6") inches around the entire paved periphery of the manhole to a height 1" below the top and tapered back to meet the existing pavement. Tack coat shall be applied to all vertical surfaces which contact the proposed pavement.

Immediately following, the Contractor shall place Hot Mix Asphalt 19M64 to a minimum compacted depth of six (6") inches around the entire paved periphery of the manhole to a height 1" below the top and tapered back to meet the existing pavement.

Quantity and Payment

The unit price bid under this Item shall include all labor, materials, equipment, tools, and all else necessary to remove and reset castings and cover at the locations shown on the plans and as specified herein.

Payment shall be made at the unit price bid for the actual number reset as measured in the field by the Engineer.

## ITEM 21 – SET MANHOLE CASTING

### Description

Under this Item, the Contractor shall remove the existing casting and install new castings to the proposed finished grade, as shown on the Plans and/or as directed by the Engineer.

### Materials

All material shall be in conformance with the requirements of NJSS Subsection 602.02.

Mortar shall be 1:2 cement-sand mortar.

Hot Mix Asphalt 19M64 Base Course shall be as specified in the 2007 Standard Specifications.

Backfill material shall be soil aggregate Type I-5 conforming to NJSS Table 901.03.

Manhole castings shall be Pattern No. 1202B, as manufactured by Campbell Foundry Corporation of Harrison, New Jersey or approved equal.

### Method of Construction

The Contractor shall remove existing inlet casting and install a new casting in conformance with the requirements of NJSS Subsection 602.03.03.

No payment will be made for resetting castings which are broken or defective.

Pavement shall be cut with a straight and vertical face.

The masonry of the existing structures shall be removed to a proper depth below the existing castings and replaced with new brick and block, where and as directed by the Engineer. Under this payment Item, removal and replacement of up to one-foot (1') is included.

The six-inch (6") thick concrete blocks shall be laid with broken joints, and all vertical and horizontal joints shall be filled with 1:2 cement-sand mortar. Concrete blocks shall be laid up plumb and true to the required height to receive the casting. Straight joints shall be not more than three-eighths of an inch (3/8") wide and radial joints not more than one-half of an inch (1/2") in average width. The masonry shall be carried to such a height that a mortar joint, no more than one-half of an inch (1/2") thick is needed for setting the head casting with use of one or two rows of bricks. The inside and outside walls of concrete block manholes shall be plastered with one half of an inch (1/2") thick coat of 1:2 cement-sand mortar, troweled to a smooth finish. Masonry shall be laid by skilled workmen and shall be neatly and accurately brought to the dimensions of the base of the frame. The last full course of concrete block or brick shall be carried to such a height that a mortar joint not more than 2 inches in thickness is needed for setting frame. When the frame has been set in place to the proper grade, the flange shall be thoroughly mortared to form a bond between the flange and the top block.

After the frame is in place and mortar has sufficiently set, backfill shall be placed and compacted in six (6") inch lifts, in a manner suitable to the Engineer, to a height six (6") inches below the surface of the existing pavement. Immediately following, the Contractor shall place Hot Mix Asphalt Mix I-2 to a minimum compacted depth of six (6") inches around the entire paved periphery of the manhole to a height 1" below the top and tapered back to

meet the existing pavement. Tack coat shall be applied to all vertical surfaces which contact the proposed pavement.

Immediately following, the Contractor shall place Hot Mix Asphalt 19M64 Base Course to a minimum compacted depth of six (6") inches around the entire paved periphery of the manhole to a height 1" below the top and tapered back to meet the existing pavement in accordance with the New Jersey Department of Transportation Standard Detail.

#### Quantity and Payment

The quantity of these Items for which payment will be made will be the actual number constructed in accordance with the Plans and Specifications or as directed by the Engineer.

Payment for these Items will be made for the quantity of new castings as above determined at the unit prices bid, which prices shall include the cost of excavation, setting new frames, backfilling with suitable or required materials, compaction of backfill, tack coat, Hot Mix Asphalt 19M64 Base Course, all masonry work, disposal of unsuitable materials, restoration of area adjacent to this work, in kind, including but not limited to pavement, curb, and sidewalk, construction complete as specified, and all labor, materials, equipment, expenses, costs, and all else necessary therefore and incidental thereto to completely perform the work to be done under this Item in accordance with the Plans and Specifications or as directed by the Engineer.

## ITEM 22 – RECONSTRUCTED INLET TYPE B USING EXISTING CASTING

### Description

Under this Item, the Contractor shall furnish all labor and materials necessary to reconstruct the existing inlet and reset the existing inlet casting, as specified on the plans, or as directed by the Engineer. Work shall consist of excavation, bedding, backfilling, disposal of excess materials, and all materials, equipment, and labor incidental thereto.

### Materials

All material shall be in conformance with the requirements of NJSS Subsection 602.02.

### Method of Construction

Existing inlet castings shall be reset in conformance with NJSS Subsection 602.03.03.

Pavement shall be cut with a straight and vertical face.

The masonry of the existing structures shall be removed to a proper depth below the existing castings and replaced with new brick and block, where and as directed by the Engineer.

After the frame is in place and mortar has sufficiently set, backfill shall be placed and compacted in six (6") inch lifts, in a manner suitable to the Engineer, to a height six (6") inches below the surface of the existing pavement. Immediately following, the Contractor shall place Hot Mix Asphalt 19M64 to a minimum compacted depth of six (6") inches around the entire paved periphery of the inlet to a height 1" below the top and tapered back to meet the existing pavement. Tack coat shall be applied to all vertical surfaces which contact the proposed pavement.

Immediately following, the Contractor shall place Hot Mix Asphalt 19M64 to a minimum compacted depth of six (6") inches around the entire paved periphery of the inlet to a height 1" below the top and tapered back to meet the existing pavement.

### Quantity and Payment

The unit price bid under this Item shall include all labor, materials, equipment, tools, and all else necessary to reconstruct the existing inlet and reset the existing casting at the locations shown on the plans and as specified herein.

Payment shall be made at the unit price bid for the actual number reconstructed as measured in the field by the Engineer.

## ITEM 23 – RECONSTRUCTED INLET, TYPE B, USING NEW CASTING

### Description

Under this Item, the Contractor shall furnish all labor and materials necessary to reconstruct the existing inlet with a new casting, as specified on the plans, or as directed by the Engineer. Work shall consist of excavation, bedding, backfilling, disposal of excess materials, and all materials, equipment, and labor incidental thereto.

### Materials

All material shall be in conformance with the requirements of NJSS Subsection 602.02.

### Method of Construction

The Contractor shall remove existing inlet casting and install a new casting in conformance with the requirements of NJSS Subsection 602.03.03. Materials removed from the existing structure shall be properly disposed of.

The castings for Inlets Type 'B' shall be Pattern Number 2618 and the curb pieces shall be Type 'N', as manufactured by Campbell Foundry Company of Harrison, New Jersey, or approved equal. Frames and grates shall be asphalt painted in the foundry. All new castings shall have bicycle safe grates.

Pavement shall be cut with a straight and vertical face.

The masonry of the existing structures shall be removed to a proper depth below the existing castings and replaced with new brick and block, where and as directed by the Engineer.

After the frame is in place and mortar has sufficiently set, backfill shall be placed and compacted in six (6") inch lifts, in a manner suitable to the Engineer, to a height six (6") inches below the surface of the existing pavement. Immediately following, the Contractor shall place Hot Mix Asphalt 19M64 to a minimum compacted depth of six (6") inches around the entire paved periphery of the inlet to a height 1" below the top and tapered back to meet the existing pavement. Tack coat shall be applied to all vertical surfaces which contact the proposed pavement.

Immediately following, the Contractor shall place Hot Mix Asphalt 19M64 to a minimum compacted depth of six (6") inches around the entire paved periphery of the inlet to a height 1" below the top and tapered back to meet the existing pavement.

### Quantity and Payment

The unit price bid under this Item shall include all labor, materials, equipment, tools, and all else necessary to reconstruct the existing inlet and install a new inlet casting and cover at the locations shown on the plans and as specified herein. Payment shall be made at the unit price bid for the actual number reconstructed as measured in the field by the Engineer.

## ITEM 24 – MANHOLE COVER

### Description

Under these Items, the Contractor shall furnish all labor and materials necessary to remove the existing manhole cover and install a new manhole cover to the proposed finish grade, as shown on the Plans and/or as directed by the Engineer.

### Materials

The castings for Manholes shall be pattern number 1202B as manufactured by Campbell Foundry Company of Harrison, New Jersey, or approved equal.

All other materials shall conform to the requirements of NJSS Subsection 602.02.

### Method of Construction

The Contractor shall remove existing manhole cover and install a new cover in conformance with the requirements of NJSS Subsection 602.03.06.

Materials removed from the existing structure shall be properly disposed of.

### Quantity and Payment

The quantity of MANHOLE COVER for which payment will be made, will be the actual number installed in accordance with the Plans and Specifications or as directed by the Engineer.

Payment for MANHOLE COVER will be made for the actual number installed as measured in the field by the Engineer at the unit price bid. The bid unit price shall include all labor, materials, equipment, tools, and all else necessary to remove and replace manhole covers at the locations shown on the plans and as specified herein.

## ITEM 25 – BICYCLE SAFE GRATE

### Description

Under these Items, the Contractor shall furnish all labor and materials necessary to remove and reset existing inlet grates, if and where directed by the Engineer, and install new bicycle safe grates where shown on the Contract Drawings.

### Materials

The grate castings shall be pattern number 2618, as manufactured by Campbell Foundry Company of Harrison, New Jersey, or approved equal.

All other materials shall conform to the requirements of NJSS Subsection 602.02.

### Method of Construction

The Contractor shall remove existing inlet grates and install new grates in conformance with the requirements of NJSS Subsection 602.03.06.

Materials removed from the existing structure shall be properly disposed of.

### Quantity and Payment

The quantity of BICYCLE SAFE GRATE for which payment will be made, will be the actual number installed in accordance with the Plans and Specifications or as directed by the Engineer.

Payment for BICYCLE SAFE GRATE will be made for the actual number installed as measured in the field by the Engineer at the unit price bid. The bid unit price shall include all labor, materials, equipment, tools, and all else necessary to remove and replace inlet grates at the locations shown on the plans and as specified herein.

## ITEM 26 – CURB PIECE

### Description

Under this Items, the Contractor shall furnish all labor and materials necessary to remove and replace existing curb pieces, if and where directed by the Engineer, and install new curb pieces where shown on the Contract Drawings.

### Materials

The curb piece shall be Eco Curb Piece Pattern 'N', as manufactured by Campbell Foundry Company of Harrison, New Jersey, or approved equal.

All other materials shall conform to the requirements of NJSS Subsection 602.02.

### Method of Construction

The Contractor shall remove curb pieces of existing inlets and install new curb pieces in conformance with the requirements of NJSS Subsection 602.03.07.

Materials removed from the existing structure shall be properly disposed of.

### Quantity and Payment

The quantity of CURB PIECE for which payment will be made, will be the actual number constructed in accordance with the Plans and Specifications or as directed by the Engineer.

Payment for CURB PIECE will be made for the actual number replaced as measured in the field by the Engineer at the unit price bid. The bid unit price shall include all labor, materials, equipment, tools, and all else necessary to remove and replace curb pieces at the locations shown on the plans and as specified herein.

ITEM 27 – CONCRETE SIDEWALK, 4" THICK  
ITEM 28 – CONCRETE SIDEWALK, REINFORCED, 6" THICK

Description

This work shall consist of the making of all necessary sawcuts, excavations, removal and disposal of existing sidewalk, excavated material, preparation of subgrades, installation of dense graded aggregate, four inches (4") thick, resetting utility boxes, setting of forms, and placement and finishing of concrete. The concrete sidewalk shall be four inches (4") thick and six inches (6") thick with welded wire fabric at driveway openings. The sidewalk shall be constructed of Portland cement concrete cast in place to the prescribed lines, grades, contours and dimensions where and as shown on the Plans or as directed by the Engineer.

Under this Item, the Contractor shall topsoil, fertilize, seed and spread mulch on all vegetated areas that are disturbed.

The Contractor shall follow the NJDOT Standard Construction Details when constructing the public sidewalk curb ramps.

Materials

Concrete shall be Class B.

Materials shall conform to NJSS Subsection 606.02, amended to include the following:

Topsoil, fertilizer, seed mixture and mulch shall conform to NJSS Subsections 804.02, 806.02, and 809.02.

Methods of Construction

All sidewalks shall be constructed with a transverse slope of one quarter of an inch (1/4") per foot (1') to produce drainage from the property toward the pavement. Where conditions dictate a change in this slope, the Contractor shall bring it to the attention of the Engineer before proceeding with the work. Full depth joints shall be placed every four feet (4').

All manhole frames and covers, water boxes, and other utility boxes shall be set to finished grade by the Contractor before any concrete is poured.

Any tree roots which are encountered in the course of excavation for sidewalk shall be exposed and cut by the Contractor. When forming the sidewalk adjacent to trees, a rigid form shall be used and shall be placed a minimum of one foot (1') from the edge of the tree or as directed by the Engineer.

Drains and filler caps where encountered shall be reset to the new sidewalk grade and all costs incurred for the proper resetting of same shall be included in the unit price bid for the concrete sidewalk.

Quantity and Payment

The quantity of these Items for which payment will be made will be the area in square yards actually constructed in accordance with the Plans and Specifications as measured by the Engineer.

Payment for these Items will be made for the quantity as above determined at the unit price bid per square yard. The bid unit price shall include all excavation, removal and disposal of sidewalk, tree root cutting, preparation of the subgrade, furnishing and installation of dense graded aggregate, forming, curing compound, placing welded

wire fabric, resetting water boxes, and other utility boxes, revegetating disturbed areas, and all labor, materials, equipment, and all else necessary and incidental thereto to completely perform the work to be done under this Item in accordance with the Plans and Specifications or as directed by the Engineer.

## ITEM 29 – HOT MIX ASPHALT DRIVEWAY, 2" THICK

### Description

This work shall consist of the removal of the existing driveway, preparation of subgrade, furnishing, placing, grading and compacting of driveway apron pavement, including Hot Mix Asphalt 9.5M64 Surface Course, two (2") inches thick on a Hot Mix Asphalt 19M64 Base Course, three (3") inches thick, in accordance with the Plans and Specifications or as directed by the Engineer and in conformity with the line, grade, and compacted thickness as stated herein.

### Materials

Materials shall conform to NJSS Subsection 401 for both Hot Mix Asphalt Base Course and Hot Mix Asphalt Surface Course.

### Methods of Construction

The subgrade shall be graded and compacted. Hot Mix Asphalt Base Course shall be placed and compacted to a thickness of not less than 3". The Hot Mix Asphalt Surface Course shall be constructed to a compacted thickness of not less than 2".

The hot mix asphalt base and surface courses shall be compacted by use of a mechanical roller. The roller operator shall be careful when rolling next to existing curbing so as not to jar or break any curb blocks loose.

All trucks delivering hot mix asphalt material to the site shall have delivery tickets noting the weight of the material on the truck. These tickets shall bear the seal of a certified weigh master. One copy of the delivery ticket shall be provided to the Engineer at the time of delivery.

### Quantity and Payment

The quantity of HOT MIX ASPHALT DRIVEWAY REPLACEMENT, 2" THICK for which payment will be made will be the quantity in square yards actually constructed in accordance with the Plans and Specifications as measured by the Engineer.

Payment for HOT MIX ASPHALT DRIVEWAY REPLACEMENT, 2" THICK will be made for the quantity as above determined measured in square yards at the bid unit price. The unit price bid shall include pavement removal, tack coat, preparation of subbase, joint and crack sealant and all labor, materials, equipment, and all else necessary therefore and incidental thereto to completely perform the work to be done under this Item in accordance with the Plans and Specifications or as directed by the Engineer.



## ITEM 31 – DETECTABLE WARNING SURFACE

### Description

This work shall consist furnishing all material, equipment, tools and labor necessary for the placement of detectable warning surface on curb ramps complete and ready for service at the locations specified on the Plans or as directed by the Owner. All work shall be in accordance with the details or standards shown in the contract documents.

### Materials

Materials shall conform to the requirements of NJSS Subsection 606.02 as follows:

Detectable Warning Surface shall be "tiles" made of homogenous glass and carbon, reinforced composite material or vitrified polymer composite (VPC) material with ultra-violet stabilized coating, to minimize color wear, and a "non-slip" surface, incorporating "truncated domes", made of same material. The nominal thickness of the detectable warning tile shall be 1/8" exclusive of the height of the truncated domes. The tiles shall be in compliance with applicable Americans with Disabilities Act Accessibility Guidelines (ADAAG) and American with Disabilities Act (ADA) regulations with regard to detectable warning surfaces.

Overall dimensions of the detectable warning surface shall be in accordance with this specification and the contract documents.

Detectable warning surface shall conform to the requirements of NJSS Subsection 919.14 unless otherwise called out in the contract documents, the detectable warning surface tiles shall be safety red in color, according to FED-STD-595 B, Color Chip No. 31350. The color shall be integral with the detectable warning device and shall not be surface applied. Paints or other surface coatings shall not be used. Product samples with proposed color shall be submitted to owner for approval prior to installation.

### Methods of Construction

Detectable warning devices shall be installed in accordance with manufacturer's specifications and contract documents.

After the installation of the detectable warning surface tile, the surface of the tile shall be free of any debris, concrete and sealant and shall be cleaned according to the manufacturer's specifications.

The Contractor and manufacturer shall jointly warrant the installed detectable warning surface to last no less than two years without losing more than 1% of the truncated domes due to delaminating as a result of product failure and shall further warrant the surface for a minimum of five years against fading, chipping, peeling, cracking or loss of original shade due to sunlight, salt or exposure to weathering.

### Quantity and Payment

DETECTABLE WARNING SURFACE, will be measured in square yards of finished surface and detectable warning surface, complete-in-place, and paid for at the contract unit price per square yard. This price shall be full compensation for furnishing and installing a detectable warning surface tile, including but not limited to layout, excavation, bedding, concrete surface preparation, saw-cutting, dowels, bars, surface sealant, repairs and cleaning of adjoining the areas disturbed by the installation and all other labor, tools, equipment, materials and incidentals necessary to complete the work.

## ITEM 32 – 9" X 18" CONCRETE VERTICAL CURB

### Description

The work under this Item shall consist of all necessary excavations, removal and disposal of existing curb and pavement, existing railroad ties (where required) setting of forms, placing of concrete, removal of forms, finishing of concrete, and backfilling of curb excavations, full depth pavement repair, and revegetating all disturbed areas with topsoil, fertilizer, seed and mulch in accordance with the Plans and Specifications.

### Materials

The material under this item shall conform to the requirements of NJSS Subsection 607.02 for concrete curb.

The concrete shall be Ready-Mixed Concrete supplied by a manufacturer approved by the Engineer. Concrete shall be mixed with coarse aggregate Size Number 57 as specified in NJSS Section 914 and shall be air-entrained. The air content of the concrete shall be six percent plus or minus one percent (6% ±1 %). The compressive strength of the concrete shall be thirty-five hundred pounds per square inch (3500 psi) after twenty-eight (28) days curing time in accordance with ASTM C39-81. The concrete shall be of a consistency to produce a slump of two inches (2") to four inches (4") in accordance with ASTM C443-79.

Concrete shall be Portland cement, Class B with 6% air entrained.

Hot Mix Asphalt for pavement repair shall conform to NJSS Subsection 401.02.

Topsoil, fertilizer and seed shall conform to NJSS Subsection 804.02 and 806.02.

### Methods of Construction

Methods of Construction shall conform to the requirements of NJSS Subsection 607.03.

Excavation for curb shall be neat and uniform. In fill areas the curb shall not be laid until the foundation material has been thoroughly compacted and inspected by the Engineer.

The Contractors shall cut the existing pavement in a true and straight line a maximum distance of one (1') foot from the face of the existing curb in order to facilitate removal of same without inflicting any damage on the remaining pavement. The curb to be replaced shall be completely removed and all excess concrete and debris shall be removed from the job site by the Contractor.

Oiled wood or steel curb forms shall be set to the proper line and grade as established by the Engineer. Concrete shall be placed in the forms and rodded to prevent the formation of honeycombs. Before the concrete has taken its initial set, the top shall be finished with a wood float to an even, smooth and dense surface.

Construction joints shall be provided every 20 feet alternating with expansion joints to provide a curb with a construction or expansion joint at 10-foot intervals. Construction joints shall be formed using steel plates and shall extend through the entire width and depth of the curb.

Expansion joints through and adjacent to the curb shall be included in the unit price bid for curb.

As soon as the forms can be removed, the face shall be finished to an even, smooth and dense surface. The edges shall be neatly rounded to the radius required on the detail sheet and the finished work shall have a neat and workmanlike appearance.

#### Quantity and Payment

The quantity of 9" X 18" CONCRETE VERTICAL CURB for which payment will be made includes all materials, equipment, forms, tools, labor, excavation and backfilling, full depth pavement repair, revegetating all disturbed areas, and all else necessary to construct the concrete curb as shown on the Plans and as specified herein.

Payment for this item shall be made at the unit price bid per lineal foot of concrete curb for the actual number of lineal feet of curbing installed as measured by the Engineer. There will be no extra payment for depressed curb.

## ITEM 33 – GRANITE CURB

### Description

This Item shall consist of the making of all necessary excavations, removal and disposal of existing curb, cutting of sidewalks, road and driveway pavements, adjusting house drains, setting of forms, placing of concrete, setting of all granite block, pointing of joints, removal of forms, backfilling of curb excavations, repair of road pavements, and the preparation and replacement of four (4") inches of topsoil, furnishing and placing of pulverized limestone, fertilizer and seed mixture and furnishing and spreading mulch on all disturbed areas.

### Materials

The granite block used under this item, shall be clean, hard, sound granite block with square corners and edges. Granite block required shall also conform to NJSS Subsection 910.04. Concrete shall be Portland cement, Class B with 6% air entrained.

Hot Mix Asphalt for pavement repair shall conform to NJSS Subsection 401.02.

Topsoil, fertilizer, seed mixture, and mulch shall conform to the requirements of NJSS Subsection 804.02, 806.02, and 809.02.

### Methods of Construction

Granite block curbing shall be set to the line and grade as provided by the Engineer. Granite block shall be set in concrete as shown on the details on the Plans. Forms shall be used along both front and rear edges unless permission is specifically obtained to do otherwise from the Engineer. Drop curb for driveway openings shall not be installed until the location of same has been verified in the field by the Engineer. Reconnection of existing drains through the curb and under sidewalk and grassed areas shall be paid for under this item.

The Contractor shall cut the existing pavement in a true and straight line a maximum distance of one (1') foot from the face of the existing curb in order to facilitate removal of same without inflicting any damage on the remaining pavement. The curb to be replaced shall be completely removed and all excess concrete and debris shall be removed from the job site by the Contractor. Any existing granite block may be reused providing they are cleaned of all old mortar and exceed the minimum dimensions for block as shown on the detail on the Plan.

The Contractor shall exercise caution as not to damage driveway aprons. All existing driveways must be saw cut to form a neat straight line. Any voids beneath the aprons to remain shall be completely filled with concrete as the adjoining new granite block curbing is constructed.

Topsoiling, fertilizing and seeding shall be placed as shown on the Plans and on disturbed areas as directed by the Engineer. Construction methods shall conform to NJSS Subsections 806.03, 808.03 and 811.03.

- a. Immediately before placing topsoil, the areas shall be raked thoroughly to break up the surface crust and provide a bond for the topsoil.
- b. Furnish and spread a layer of screened topsoil not less than four (4") inches and to grade specified. Topsoil shall be from the stockpiled area and shall be raked clean of all grass and vegetation. If there is not sufficient topsoil stockpiled, the Contractor shall provide topsoil from offsite to the satisfaction of the Engineer.
- c. Apply an approved fertilizer over the topsoil at a uniform rate of 60 lbs/acre twenty (20) pounds per each one hundred (100) square yards, raking the topsoil to an even surface and rolling as directed.

When the soil to be seeded has a pH value of less than 5.8, sufficient pulverized limestone shall be evenly spread to increase the soil pH value to 6.5.

- d. Apply an approved agricultural limestone prior to raking.
- e. Seed with the seed mixture at a rate of 100 lbs/acre (ten (10) pounds per two hundred (200) square yards).
- f. Mulch with salt hay free from weeds and other undesirable material to a depth of one (1") inch to one and one-half (1½") inches. All areas requiring mulch must be covered within 24 hours after seeding. It is the responsibility of the Contractor to replace the mulch cover within 48 hours on any area where it is displaced.

#### Quantity and Payment

The quantity of GRANITE CURB for which payment will be made includes all materials, equipment, forms, tools, labor, excavation and backfilling, reconnection of existing drains through the curb, road and driveway pavement repair, topsoil, fertilizing and seeding and all else necessary to construct the granite block curb as shown on the Plans, as directed by the Engineer and as specified herein.

Payment for this item shall be made at the unit price bid per lineal foot of granite block for the actual number of lineal feet of curbing installed as measured by the Engineer. There will be no extra payment for depressed curb.

ITEM 34 – TRAFFIC MARKINGS, LINES, 4”  
ITEM 35 – TRAFFIC MARKINGS, LINES, 8”  
ITEM 36 – TRAFFIC MARKINGS, LINES, 24”

Description

Under these Items the Contractor shall layout all pavement markings, furnish and apply the appropriate striping and markings in accordance with the locations shown on the Plans or specified herein and in conformance with the Manual on Uniform Traffic Control Devices. The Contractor shall also remove any existing striping which conflicts with the proposed striping shown on the Plans or as directed.

Materials

Traffic stripes and markings shall conform to the requirements of NJSS Subsection 610.02.

Methods of Construction

All traffic stripes and markings which conflict with the proposed striping and markings will be removed from the existing pavement surface. Removal of existing striping and markings is to be done in a manner that does not damage the existing pavement surface. The use of black paint or other means of covering the existing striping and markings is not permitted. No separate payment shall be made for the removal of existing traffic paint and stripes, but will be considered as part of the work for these items.

All dirt, oil, grease and other foreign material shall be removed from the areas upon which the traffic paint or stripes are to be placed.

Pavement markings shall be placed at the locations and to the lines shown on the Plans.

The markings shall be applied only on thoroughly dry surfaces when the surface temperature is above 40°F and when the weather is otherwise favorable in the opinion of the Engineer.

The areas for striping shall be as specified herein or directed by the Engineer, but the actual marking out for installation shall be the responsibility of the Contractor.

All lines shall be installed straight, and any sections which are wavy or untrue will not be accepted, but shall be removed and replaced at the Contractor's expense.

Quantity and Payment

The quantity of TRAFFIC MARKINGS, LINES, 4”, TRAFFIC MARKINGS, LINES, 8”, AND TRAFFIC MARKINGS, LINES, 24” for which payment will be made will be the actual length of each constructed in accordance with the Plans and Specifications as measured by the Engineer.

Payment of T TRAFFIC MARKINGS, LINES, 4”, TRAFFIC MARKINGS, LINES, 8”, AND TRAFFIC MARKINGS, LINES, 24” will be made at the unit price bid for the length as above determined measured in linear feet. The unit price bid shall include the cost of cleaning and preparation of the surfaces, furnishing paint, painting, and all labor, materials, equipment, expenses, costs and all else necessary therefore and incidental thereto to completely perform the work to be done under this Item in accordance with the Plans and Specifications or as directed by the Engineer.

## ITEM 37 – REGULATORY AND WARNING SIGNS

### Description

This Item shall consist of the fabricating, furnishing and installation of signs complete, including posts at the locations shown on the plans, as well as the relocation of existing signs, as directed by the Engineer.

### Materials

Materials shall conform to NJSS Subsection 612.02.

### Methods of Construction

Methods of construction shall conform to NJSS Subsections 612.03, 612.04, and 612.05.

All details not specified herein or shown on the plans shall conform to details and requirements set forth in the current edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways" of the U.S. Department of Transportation, Federal Highway Administration referred to as the Standard Signs Manual, and all their references and supplements to date. All letters and numerals shall conform to the "Standard Alphabet for Highway Signs and Pavement Markings", by the Federal Highway Administration.

### Quantity and Payment

The quantity of REGULATORY AND WARNING SIGNS for which payment will be made will be the actual number of signs in accordance with the plans, specifications and as directed by the Engineer.

Payment for REGULATORY AND WARNING SIGNS will be made at the price bid per unit therefore in the proposal, which price shall include the cost of furnishing and installing complete, including concrete footings, where required, excavation and backfilling, installation of posts, protective painting, all materials necessary for the fabrication, assembly, erection and installation, all equipment, labor, and all else necessary therefore and incidental thereto.



## Bid Proposal Forms

Each bid submitted must contain the following forms, documents and items:

The following are provided in the bid proposal:

1. Bid Proposal
2. Bid Guarantee (Bid Bond)
3. Consent of Surety
4. Appropriate Acknowledgment
5. Non-Collusion Affidavit
6. Bidder Questionnaire
7. Bidder's Affidavit
8. Acknowledgment of Receipt of Addenda
9. Affirmative Action
10. Stockholder (Owner) Disclosure Statement
11. Disclosure of Investment Activities in Iran
12. Federal Non-Debarment Certification
13. Bid Document Checklist

Checklist Documents to be provided by Vendor/Bidder:

1. Certified Power-of-Attorney
2. New Jersey Business Registration Certificate
3. Printed Statements of the Warranties *[and Warranty Bond]*

If any of these forms are missing from the bid proposal packet at opening, the bid may be rejected. As between two bidders whose bid proposals are otherwise equal, a bidder who has completed and included all forms correctly will be awarded the contract.

All bid packages at the time fixed for opening are accepted conditionally pending a full review by the township attorney as to proper form of all submittals.





ITEM 3 TRAFFIC CONE  
30 UNIT @ \$ \_\_\_\_\_ Per UNIT \$ \_\_\_\_\_

(Write UNIT Price for Item 3 in Words and Numbers)

ITEM 4 CONSTRUCTION SIGNS  
130 SF @ \$ \_\_\_\_\_ Per SF \$ \_\_\_\_\_

(Write UNIT Price for Item 4 in Words and Numbers)

ITEM 5 POLICE TRAFFIC DIRECTORS  
100 HOUR @ \$ 95.00 Per HOUR \$ \$9,500.00  
Ninety-five dollars and zero cents.

(Write UNIT Price for Item 5 in Words and Numbers)

ITEM 6 FUEL PRICE ADJUSTMENT  
5000 DOLL @ \$ 1.00 Per DOLL \$ \$5,000.00  
One dollar and zero cents.

(Write UNIT Price for Item 6 in Words and Numbers)

ITEM 7 ASPHALT PRICE ADJUSTMENT  
10000 @ \$ 1.00 Per DOLL \$ \$10,000.00  
DOLL  
One dollar and zero cents.

(Write UNIT Price for Item 7 in Words and Numbers)



ITEM 8 CLEARING SITE  
1 LS @ \$ \_\_\_\_\_ Per LS \$ \_\_\_\_\_

(Write LUMP SUM Price for Item 8 in Words and Numbers)

ITEM 9 EXCAVATION, UNCLASSIFIED  
222 CY @ \$ \_\_\_\_\_ Per CY \$ \_\_\_\_\_

(Write UNIT Price for Item 9 in Words and Numbers)

ITEM 10 DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK  
798 SY @ \$ \_\_\_\_\_ Per SY \$ \_\_\_\_\_

(Write UNIT Price for Item 10 in Words and Numbers)

ITEM 11 HMA MILLING, 3" OR LESS  
7978 SY @ \$ \_\_\_\_\_ Per SY \$ \_\_\_\_\_

(Write UNIT Price for Item 11 in Words and Numbers)

ITEM 12 HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK  
1053 TON @ \$ \_\_\_\_\_ Per TON \$ \_\_\_\_\_

(Write UNIT Price for Item 12 in Words and Numbers)



ITEM 13            HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK  
192 TON     @ \$ \_\_\_\_\_ Per TON     \$ \_\_\_\_\_

\_\_\_\_\_  
(Write UNIT Price for Item 13 in Words and Numbers)

ITEM 14            4" PVC PIPE, SCHEDULE 40  
10 LF           @ \$ \_\_\_\_\_ Per LF           \$ \_\_\_\_\_

\_\_\_\_\_  
(Write UNIT Price for Item 14 in Words and Numbers)

ITEM 15            6" PERFORATED HDPE UNDERDRAIN  
503 LF        @ \$ \_\_\_\_\_ Per LF        \$ \_\_\_\_\_

\_\_\_\_\_  
(Write UNIT Price for Item 15 in Words and Numbers)

ITEM 16            HOUSE DRAIN CONNECTION, INCLUDING CLEANOUT  
6 UNIT        @ \$ \_\_\_\_\_ Per UNIT        \$ \_\_\_\_\_

\_\_\_\_\_  
(Write UNIT Price for Item 16 in Words and Numbers)

ITEM 17            INLET, TYPE B  
2 UNIT        @ \$ \_\_\_\_\_ Per UNIT        \$ \_\_\_\_\_

\_\_\_\_\_  
(Write UNIT Price for Item 17 in Words and Numbers)



ITEM 18      RESET EXISTING CASTING

6 UNIT      @ \$ \_\_\_\_\_ Per UNIT \$ \_\_\_\_\_

\_\_\_\_\_  
(Write UNIT Price for Item 18 in Words and Numbers)

ITEM 19      SET INLET TYPE B, CASTING

8 UNIT      @ \$ \_\_\_\_\_ Per UNIT \$ \_\_\_\_\_

\_\_\_\_\_  
(Write UNIT Price for Item 19 in Words and Numbers)

ITEM 20      RESET MANHOLE, SANITARY SEWER, USING EXISTING CASTING

7 UNIT      @ \$ \_\_\_\_\_ Per UNIT \$ \_\_\_\_\_

\_\_\_\_\_  
(Write UNIT Price for Item 20 in Words and Numbers)

ITEM 21      SET MANHOLE CASTING

1 UNIT      @ \$ \_\_\_\_\_ Per UNIT \$ \_\_\_\_\_

\_\_\_\_\_  
(Write UNIT Price for Item 21 in Words and Numbers)

ITEM 22      RECONSTRUCTED INLET, TYPE B, USING EXISTING CASTING

1 UNIT      @ \$ \_\_\_\_\_ Per UNIT \$ \_\_\_\_\_

\_\_\_\_\_  
(Write UNIT Price for Item 22 in Words and Numbers)



ITEM 23 RECONSTRUCTED INLET, TYPE B, USING NEW CASTING

3 UNIT @ \$ \_\_\_\_\_ Per UNIT \$ \_\_\_\_\_

(Write UNIT Price for Item 23 in Words and Numbers)

ITEM 24 MANHOLE COVER

1 UNIT @ \$ \_\_\_\_\_ Per UNIT \$ \_\_\_\_\_

(Write UNIT Price for Item 24 in Words and Numbers)

ITEM 25 BICYCLE SAFE GRATE

4 UNIT @ \$ \_\_\_\_\_ Per UNIT \$ \_\_\_\_\_

(Write UNIT Price for Item 25 in Words and Numbers)

ITEM 26 CURB PIECE

2 UNIT @ \$ \_\_\_\_\_ Per UNIT \$ \_\_\_\_\_

(Write UNIT Price for Item 26 in Words and Numbers)

ITEM 27 CONCRETE SIDEWALK, 4" THICK

107 SY @ \$ \_\_\_\_\_ Per SY \$ \_\_\_\_\_

(Write UNIT Price for Item 27 in Words and Numbers)



ITEM 28 CONCRETE SIDEWALK, REINFORCED, 6" THICK

410 SY @ \$ \_\_\_\_\_ Per SY \$ \_\_\_\_\_

(Write UNIT Price for Item 28 in Words and Numbers)

ITEM 29 HOT MIX ASPHALT DRIVEWAY, 2" THICK

65 SY @ \$ \_\_\_\_\_ Per SY \$ \_\_\_\_\_

(Write UNIT Price for Item 29 in Words and Numbers)

ITEM 30 RESET PAVER DRIVEWAY

12 SY @ \$ \_\_\_\_\_ Per SY \$ \_\_\_\_\_

(Write UNIT Price for Item 30 in Words and Numbers)

ITEM 31 DETECTABLE WARNING SURFACE

10 SY @ \$ \_\_\_\_\_ Per SY \$ \_\_\_\_\_

(Write UNIT Price for Item 31 in Words and Numbers)

ITEM 32 9" X 18" CONCRETE VERTICAL CURB

3848 LF @ \$ \_\_\_\_\_ Per LF \$ \_\_\_\_\_

(Write UNIT Price for Item 32 in Words and Numbers)



ITEM 33 GRANITE CURB  
108 LF @ \$ \_\_\_\_\_ Per LF \$ \_\_\_\_\_

(Write UNIT Price for Item 33 in Words and Numbers)

ITEM 34 TRAFFIC MARKINGS LINES, 4"  
100 LF @ \$ \_\_\_\_\_ Per LF \$ \_\_\_\_\_

(Write UNIT Price for Item 34 in Words and Numbers)

ITEM 35 TRAFFIC MARKINGS LINES, 8"  
330 LF @ \$ \_\_\_\_\_ Per LF \$ \_\_\_\_\_

(Write UNIT Price for Item 35 in Words and Numbers)

ITEM 36 TRAFFIC MARKINGS LINES, 24"  
45 LF @ \$ \_\_\_\_\_ Per LF \$ \_\_\_\_\_

(Write UNIT Price for Item 36 in Words and Numbers)

ITEM 37 REGULATORY AND WARNING SIGN  
39.25 SF @ \$ \_\_\_\_\_ Per SF \$ \_\_\_\_\_

(Write UNIT Price for Item 37 in Words and Numbers)



\_\_\_\_\_  
Total **Base Bid Amount** (Items 1 through 37) in Words

\$ \_\_\_\_\_

Amount in numbers

**The time of completion for this project is sixty (60) calendar days.**

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

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

\_\_\_\_\_  
Address

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

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

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

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

\_\_\_\_\_  
Date

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

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



**Bid Bond**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are  
hereby held and firmly bound onto the Township of Rockaway, as Obligee, in the penal sum of  
\_\_\_\_\_ dollars (\$ \_\_\_\_\_),  
for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their  
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid dated \_\_\_\_\_,  
\_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_.

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

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

Signed, Sealed and Dated \_\_\_\_\_



WITNESS:

\_\_\_\_\_

(Principal)

Corporate Seal

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

(Print or Type Name and Title)

WITNESS:

\_\_\_\_\_

(Principal)

Corporate Seal

By:

\_\_\_\_\_

(Attorney-in-Fact)





## Corporate Acknowledgement Form

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_ SS.:

I CERTIFY that on \_\_\_\_\_, \_\_\_\_\_,

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- a. this person signed, sealed and delivered the attached documents as of the corporation named in this document;
- b. the proper corporate seal was affixed; and
- c. this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

\_\_\_\_\_

(Print name and title below signature)

A Notary Public in the State of New Jersey

Signed and Sworn to before me on

\_\_\_\_\_

My commission expires on

\_\_\_\_\_



## Individual Acknowledgement Form

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_ SS.:

I CERTIFY that on \_\_\_\_\_, \_\_\_\_\_,

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- a. is named in and personally signed the attached documents; and
- b. signed, sealed and delivered this document as his or her voluntary act and deed.

\_\_\_\_\_  
(Print name and title below signature)

A Notary Public in the State of New Jersey

Signed and Sworn to before me on

\_\_\_\_\_  
My commission expires on

\_\_\_\_\_  
(Print name and title below signature)







## Bidder Questionnaire

1. Bidder name, address, phone number, and person to contact:

---

---

---

---

2. Is your principal place of Business in New Jersey? Yes ( ) No ( )

If your answer is no:

- a. State here the name, address, and phone number of the person authorized to accept legal process in New Jersey

---

---

- b. Identify here the date that Bidder became authorized to transact business in New Jersey \_\_\_\_\_ and attach hereto a copy of a current Certificate of Authorization from the State of New Jersey.

3. List the names and addresses of all officers of the bidding entity and/or all other persons having an interest as principals in the foregoing bid:

- a. Name: \_\_\_\_\_

Address: \_\_\_\_\_

- b. Name: \_\_\_\_\_

Address: \_\_\_\_\_

- c. Name: \_\_\_\_\_

Address: \_\_\_\_\_

- d. Name: \_\_\_\_\_

Address: \_\_\_\_\_

- e. Name: \_\_\_\_\_

Address: \_\_\_\_\_

4. Have any of the above individuals or any other principal in the bidding company been in bankruptcy? Yes ( ) No ( ); If Yes, provide information:

---

---

5. Have any of the individuals referred to in No. 3 or No. 4 been an officer in a company which has been in bankruptcy? Yes ( ) No ( ); If Yes, provide information:

---

---

6. State the number of years this bidding entity has been in business: \_\_\_\_\_.

7. Has the Company always been in the same business? Yes ( ) No ( ); If No, list here the Company's business history with specific dates.



---

---

8. Has this company ever failed to complete work on or been declared in default on any Contract?  
Yes ( ) No ( ) ; If Yes, provide information:

---

---

9. List the number of permanent employees in the Company.

- a. Supervisory \_\_\_\_\_
- b. Labor \_\_\_\_\_

10. List Bank references

- a. Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_
- b. Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_
- c. Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_
- d. Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_

11. List the general business references.

- a. Name \_\_\_\_\_  
Type of Business \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_
- b. Name \_\_\_\_\_  
Type of Business \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_
- c. Name \_\_\_\_\_  
Type of Business \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_

12. List three projects most recently undertaken by your company which were similar in type and size to the project proposed herein. Attach additional pages if necessary. For each project listed, include the following information: the Owner of the project, description, date started, date completed, name of Owner contact, and telephone number.



---

---

---

---

---

13. List equipment owned by the company which will be necessary to the work.

---

---

---

---

---

14. List equipment which you expect to purchase to accomplish the work.

---

---

---

---

---

15. List equipment which you expect to rent to accomplish the work.

---

---

---

---

---

16. Will any part of the work be subcontracted? Yes ( ) No ( )

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

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Trade: \_\_\_\_\_

License/Permit: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Trade: \_\_\_\_\_

License/Permit: \_\_\_\_\_

Name: \_\_\_\_\_



Address: \_\_\_\_\_

Trade: \_\_\_\_\_

License/Permit: \_\_\_\_\_

17. Affirmative Action:

If designated as the successful Bidder, Bidder agrees to submit an Initial Project Manning Report (form AA-201) upon execution of the contract or not later than three (3) days thereafter.

The undersigned certifies that all of the preceding information contained in the Bidder Questionnaire is true and correct.

\_\_\_\_\_  
(Bidder)

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

(Signature)

\_\_\_\_\_  
(Print Name and Title)

A Notary Public in the State of New Jersey Signed and Sworn to before me on

\_\_\_\_\_, \_\_\_\_\_.

My commission expires on

\_\_\_\_\_, \_\_\_\_\_.





## Acknowledgment of Receipt of Addenda

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

1. Addendum \_\_\_\_\_  
Number \_\_\_\_\_  
Dated \_\_\_\_\_  
Acknowledge Receipt (initial) \_\_\_\_\_
2. Addendum \_\_\_\_\_  
Number \_\_\_\_\_  
Dated \_\_\_\_\_  
Acknowledge Receipt (initial) \_\_\_\_\_
3. Addendum \_\_\_\_\_  
Number \_\_\_\_\_  
Dated \_\_\_\_\_  
Acknowledge Receipt (initial) \_\_\_\_\_
4. Addendum \_\_\_\_\_  
Number \_\_\_\_\_  
Dated \_\_\_\_\_  
Acknowledge Receipt (initial) \_\_\_\_\_

-OR-

No addenda were received

Acknowledged for: \_\_\_\_\_ (Name of Bidder)

By: \_\_\_\_\_ (Signature of Authorized Representative)

Name: \_\_\_\_\_ (Print or Type)

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

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



**Affirmative Action Compliance Notice**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**Goods and Services Contracts (Including Professional Services)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C.17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- A. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); **OR**
- B. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; **OR**
- C. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



## Statement of Ownership

(Ownership Disclosure Certification)

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

### This Statement Shall Be Included with All Bid and Proposal Submissions

Name of Business: \_\_\_\_\_

Address of Business: \_\_\_\_\_

Name of person completing this form: \_\_\_\_\_

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

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

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

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

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



***This Ownership Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal***

**Part I**

Check the box that represents the type of business organization:

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

**Part II**

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

OR

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**Part III**

Any Direct or Indirect Parent Entity Which is Publicly Traded:

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



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

AND

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

AND

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
\_\_\_\_\_ (Affiant)

(Notary Public)

My Commission expires:

\_\_\_\_\_  
(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)



## Chapter 25 of the Laws of 2012 (N.J.S.A. 52:32-55 et. seq.):

All government contracting units in New Jersey are now required to receive certification that the person or entity submitting a bid; proposal or accepts any renewal of contract awarded pursuant to a bid or proposal shall complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at [www.state.nj.us/treasury/purchase/odf/chapter25list.pdf](http://www.state.nj.us/treasury/purchase/odf/chapter25list.pdf). Bidders/proposers must review this list prior to completing the below certification. Failure to complete this certification will render a bid or proposal non-responsive.

### PLEASE CHECK THE APPROPRIATE BOX

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

### OR

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

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN	
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.	
PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES PLEASE ADD ADDITIONAL PAGES.	
Name	Relationship to Bidder/Proposer
Description of Activities	
Duration of Engagement	Anticipation Cessation Date
Bidder/Proposer Contact Name	Phone#

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

Signed \_\_\_\_\_

Company \_\_\_\_\_



## CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

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

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

PART I: VENDOR INFORMATION			
Individual or Organization Name			
Address of Individual or Organization			
DUNS Code (if applicable)			
CAGE Code (if applicable)			
<p><b>Check the box that represents the type of business organization:</b></p> <p><input type="checkbox"/> Sole Proprietorship (skip Parts III and IV)   <input type="checkbox"/> Non-Profit Corporation (skip Parts III and IV)</p> <p><input type="checkbox"/> For-Profit Corporation (any type)   <input type="checkbox"/> Limited Liability Company (LLC)   <input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Limited Partnership   <input type="checkbox"/> Limited Liability Partnership (LLP)</p> <p><input type="checkbox"/> Other (be specific): _____</p>			
PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
<p>I hereby certify that the <b>individual or organization listed above in Part I</b> is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that <b>Rockaway Township</b> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the <b>Township</b> to notify the Township 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 <b>Township</b>, permitting the <b>Township</b> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization
<b>Section A (Check the Box that applies)</b>



<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
<b>Name of Individual or Organization</b>	
<b>Home Address (for Individual) or Business Address</b>	
<b>OR</b>	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
<b>Section B (Skip if no Business entity is listed in Section A above)</b>	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
<b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>	
<b>Home Address (for Individual) or Business Address</b>	
<b>OR</b>	
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
<b>Section C – Part III Certification</b>	
<p>I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the <b>Organization listed above in Part I</b> or, if applicable, owns greater than 50 percent of a parent entity of _____.</p> <p>I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>Township</b> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award to notify the</p>	



**Township** 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**, permitting the **Township** to declare any contract(s) resulting from this certification void and unenforceable.

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

**Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities**

**Section A**

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

Name of Business Entity	Business Address

\*\*Add additional sheets if necessary\*\*

**OR**

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

**Section B (skip if no business entities are listed in Section A of Part IV)**

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

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

\*\*Add additional Sheets if necessary\*\*

**OR**

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



**Section C – Part IV Certification**

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **Township of Rockaway** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by **Rockaway Township** to notify the **Township** 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**, permitting the **Township** to declare any contract(s) resulting from this certification void and unenforceable.

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



### Bidder's Checklist

Required by Owner	Submission Requirement	Initial each required entry and if required submit the item
X	Stockholder Disclosure Certification (Pay to Play)	
X	Non-Collusion Affidavit	
X	Bid Proposal Form	
X	References	
X	Status of Present Contracts	
X	Equipment Certification	
X	Bid Guarantee (w/ Power of Attorney for full amount of Bid Bond)	
X	Public Works Contractor Certificate	
X	Consent of Surety (w/ Power of Attorney for full amount of Bid Price)	
X	Mandatory Affirmative Action Language	
X	Prevailing Wage	
X	Americans with Disabilities Act of 1990 Language	
X	Proof of Business Registration	
X	Bidder's Questionnaire	
X	Bidder's Affidavit / Entity Authorization	
X	Acknowledgement of Receipt of Addends	
X	Copy of Bid Proposal clearly marked "Copy"	
X	Disclosure of Investment Activities in Iran	
X	Federal Non-Debarment Certification	

Please include checklist with your initials on attached items with bid. If any of these forms are missing from the bid proposal packet at opening, the bid may be rejected. As between two Bidders whose bid proposals are otherwise equal, a Bidder who has completed and included all forms correctly will be awarded the contract.

All bid packages accepted at the time fixed for opening are accepted conditionally pending a full review by the township attorney as to proper form of all documents submitted.

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

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



## Contract Forms

### Notice of Award

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

\_\_\_\_\_

CONTRACT DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_

You are hereby notified that the Bid submitted by you on \_\_\_\_\_,

\_\_\_\_\_ in the amount of \_\_\_\_\_

(\$ \_\_\_\_\_) for the above-described Contract has been accepted by the Township.

You are required to execute the Contract Acceptance Form to verify your acceptance of this Contract and to furnish the requisite documents, including the Guarantees and the Certificate(s) of Insurance, within fifteen (15) days after the date of this Notice. If you fail to offer responsive documents within fifteen (15) days from the date of this Notice, the Township will be entitled to consider all of your rights arising out of the Townships' acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond and the Township will be entitled to such other rights as may be granted by law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

TOWNSHIP OF ROCKAWAY

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

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



### Contract Acceptance

(Company Name) \_\_\_\_\_ hereby accepts the Contract for \_\_\_\_\_ and agrees to conform to all of the terms and conditions of the Contract Documents and to perform services or furnish the labor and/or materials as set forth in the Contract Documents for the price(s) as set forth in our bid, a copy of which is attached hereto and made a part hereof.

FOR CONTRACTOR:

DATED: \_\_\_\_\_

(PRINCIPAL: Type or print name below)

\_\_\_\_\_

WITNESS OR ATTEST

(IF CORPORATION, PLACE SEAL HERE)

FOR TOWNSHIP OF ROCKAWAY:

DATE: \_\_\_\_\_

\_\_\_\_\_

TOWNSHIP CLERK

\_\_\_\_\_

MAYOR

Communications concerning this proposal should be transmitted to the address of Bidder as follows:

\_\_\_\_\_ (Bidding Entity)

(PLACE SEAL HERE IF APPLICABLE)

\_\_\_\_\_

(Name and Title of Principal)

\_\_\_\_\_

(Business Street Address)

\_\_\_\_\_

(City and State)



## CONTRACT

THIS CONTRACT made this      day of                      , 2022 by and between the  
TOWNSHIP OF ROCKAWAY, a municipal corporation of the State of New Jersey, with offices at:

Municipal Building  
65 Mt. Hope Road  
Rockaway, New Jersey 07866  
(hereinafter "Township")

And

(hereinafter "Contractor")

### WITNESSETH

In Consideration of the Agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor shall perform all labor, and furnish all the materials, equipment, tools, and implements necessary to complete its obligations to the Township in connection with the Contractor's work as follows:

### BID NAME

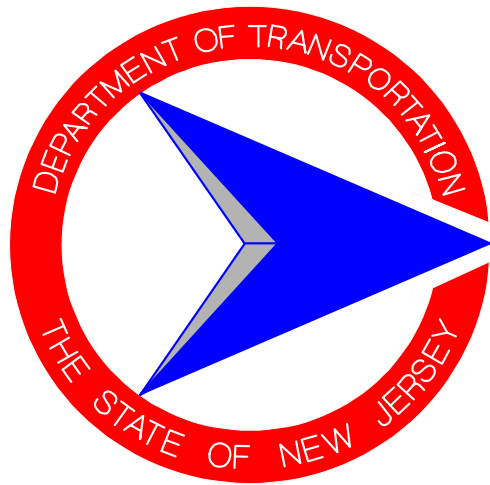
In the performance of such services, the Contractor shall perform its obligations in strict and entire conformity and in accordance with the Notice to Bidders, Information for Bidders Proposal, this Contract, Performance Bond, Payment Bond, General Conditions, Contract Items set forth in the Bid Offering/Specifications, which Notice to Bidders, Information for Bidders, Proposal, this Contract, Performance Bond, Payment Bond, General Conditions, Contract Items, etc. are hereinafter collectively called the "CONTRACT DOCUMENTS"; and in consideration of the Contractor performing this Contract in the manner herein stated and as stated in the Contract Documents, the Township promises and agrees to pay or cause to be paid to the Contractor the sums of money mentioned in said Contract Documents in the manner and under the conditions provided.

2. The Contractor covenants and agrees that, anything in this Contract or in the Contract Documents to the contrary notwithstanding, or regardless of any matter, thing, contingency or condition unforeseen or otherwise, present or future, the Contractor shall not be entitled to receive any additional or further sums of money than the amounts in said Contract Documents provided; and the failure of the Township to insist upon strict performance of any of the terms, covenants, agreements, provisions or conditions in this Contract or in the Contract Documents, on any one or more instances, shall not be construed as a waiver or relinquishment, for the future of any terms, covenants, agreements, provisions and conditions, and the same shall be and remain in full force and effect with power and authority on the part of the Township to enforce the same or cause the same to be enforced at any time, without prejudice to any other rights which the Township may have against the Contractor under this Contract or the Contract Documents.





# **State of New Jersey Department of Transportation**



## **Special Provisions For State Aid Projects**

**FY 2019 Edition**

**SUPPLEMENTAL SPECIFICATIONS**

**FOR THE**

**QUEENS ROAD SECTION I  
ROADWAY IMPROVEMENTS PROJECT**

**PREPARED FOR:**

**TOWNSHIP OF ROCKAWAY  
COUNTY OF MORRIS  
NEW JERSEY**

**PREPARED BY:**

**GREENMAN-PEDERSEN, INC.**

**MICHAEL A. WALLO, PE, CME  
NJ PROFESSIONAL ENGINEER LICENSE NO. 49371**

# **SPECIFICATIONS**

## **STANDARD SPECIFICATIONS**

The Standard Specifications of the New Jersey Department of Transportation for Road and Bridge Construction dated 2019 as amended and augmented by the Supplementary Specifications shall govern the construction of this project and the execution of the Contract.

The attention of the bidders is specifically directed to provisions of such Specifications, which are hereby made a part hereof, as if fully set forth at length.

**The Supplementary Specifications are as follows:**

### **PART I. ROADWAY AND BRIDGE SUPPLEMENTAL SPECIFICATIONS**

Pages 1 to 17 inclusive

## SPECIAL PROVISIONS FOR STATE AID PROJECTS

### 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 and as amended herein, will govern the construction of this Project and the execution of the contract.

### WAGE RATES

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

State wage rates may be obtained from the New Jersey Department of Labor (Telephone: 609-292-2259) or by accessing the Department of Labor's web site at [http://lwd.dol.state.nj.us/labor/wagehour/wagehour\\_index.html](http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html). The State wage rates in effect at the time of award will be made a part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 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 2019 Standard Specifications unless otherwise noted.

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

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

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

# DIVISION 100 – GENERAL PROVISIONS

## SECTION 101 – GENERAL INFORMATION

### 101.03 TERMS

THE FOLLOWING TERMS ARE CHANGED.

**Township or Department.** TOWNSHIP OF ROCKAWAY, as created by law, acting through duly authorized representatives, such representatives acting within the scope of the particular duties delegated to them.

**ME.** The intent and meaning is changed to: TOWNSHIP OF ROCKAWAY Engineer or his duly authorized representative.

**pavement structure.** The combination of pavement, base courses, and when specified, a subbase course, placed on a subgrade to support the traffic load and distribute it to the roadbed. These various courses are defined as follows:

1. pavement. One or more layers of specified material of designed thickness at the top of the pavement structure.
2. base course. One or more layers of specified material of designed thickness placed on the subgrade or subbase.
3. subbase. One or more layers of specified material of designed thickness placed on the subgrade.

**Plans.** The advertised plans as amended by addenda and Change of Plan. This includes the latest version of the Standard Construction Details. Certified working drawings are not Plans.

**RE.** The intent and meaning is changed to: TOWNSHIP OF ROCKAWAY Engineer or his duly authorized representative.

**Specifications.** The compilation of provisions and requirements for the performance of prescribed work contained in the Standard Specifications, as supplemented by the Supplemental Specifications/Special Provisions, as modified by addenda, which before receipt of bids are posted on the bid notice webpage (See Section 101.04).

1. Standard Specifications. 2019 New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, approved for general application and repetitive use.
2. Supplemental Specifications. Approved additions and revisions to the Standard Specifications plus revisions and additions applicable to an individual project.

**State.** The intent and meaning is changed to: TOWNSHIP OF ROCKAWAY.

THE FOLLOWING TERMS ARE ADDED.

**Commissioner.** The intent and meaning is changed to: The Mayor & Council of THE TOWNSHIP OF ROCKAWAY.

**Engineer.** The intent and meaning is changed to: The TOWNSHIP OF ROCKAWAY Engineer or his duly authorized representative.

**Major and Minor Pay Items.** The term “Major Pay Item” means any Pay Item having an original Contract value in excess of ten percent of the Total Contract Price and those items specifically designated as “Major Pay Items” as specified in 104.03.03. The original Contract value of a Pay Item equals the per unit price bid for said Pay Item multiplied by the estimated quantity of such item contained in the Proposal Form. All other Pay Items shall be considered “Minor Pay Items.”

**Special Provisions.** Special Provisions shall be synonymous with all documents provided by the bidding authority.

### 101.04 INQUIRIES REGARDING THE PROJECT

THIS SUBSECTION IS CHANGED TO:

Submit inquiries regarding the various types of work in this contract to prior to the bid opening:

Allison K. Ferrante, P.E., C.M.E.  
Rockaway Township Municipal Engineer  
65 Mount Hope Road  
Rockaway Township, NJ 07866  
Phone (973) 983-2810  
Fax (973) 627-1081  
[aferrante@rockawaytownship.org](mailto:aferrante@rockawaytownship.org)

Submit inquiries regarding the various types of work in this contract to the following the bid opening:

Allison K. Ferrante, P.E., C.M.E.  
Rockaway Township Municipal Engineer  
65 Mount Hope Road  
Rockaway Township, NJ 07866  
Phone (973) 983-2810  
Fax (973) 627-1081  
[aferrante@rockawaytownship.org](mailto:aferrante@rockawaytownship.org)

## **SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS**

### **102.01 QUALIFICATION TO BID**

ITEM 1 OF THE FIRST PARAGRAPH IS DELETED.

SECOND CRITERIA IS CHANGED TO:

2. Before the receipt of the bid or accompanying the bid, the Bidder has disclosed ownership as required by N.J.S.A. 52:25-24.2.

THE FOLLOWING IS ADDED.

Bids will not be accepted from bidders who are included in the report of suspensions, debarments and disqualifications of firms and individuals as maintained by the Department of Treasury. Any bidder on said list of suspensions, debarments and disqualifications are disqualified as a bidder and deemed not to be a responsible bidder or Contractor.

### **102.02 BIDDER REGISTRATION AND DOWNLOADING OF THE PROPOSAL DOCUMENTS**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY.

### **102.03 REVISIONS BEFORE SUBMITTING A BID**

THE SECOND PARAGRAPH IS CHANGED TO:

**Addenda notices will be provided with bid packages, e-mail, faxed and/or certified mail.**

### **102.05 INTERPRETATION OF QUANTITIES IN THE PROPOSAL**

ADD THE FOLLOWING:

Payment will be made at the original unit prices for the quantities of Work accepted by the RE.

### **102.07 PREPARATION OF THE BID**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED BY THE FOLLOWING:

Refer to the front end of these specification regarding the preparation of bids.

### **102.09 PROPOSAL BOND**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED BY THE FOLLOWING:

Refer to the front end of these specification regarding bonding requirements.

### **102.10 SUBMISSION OF BIDS**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED BY THE FOLLOWING:

Refer to the front end of these specification regarding submission of bids.

### **102.11 WITHDRAW OF BIDS**

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED BY THE FOLLOWING:

A Bidder may withdraw a bid after it has been submitted to the Township, provided the request for such withdrawal is received by the Township in writing or by fax, before the time set for bid opening.

**102.15 DISQUALIFICATION OF BIDDERS**

PART (10) IS CHANGED TO:

- 10. Disqualification, suspension, or debarment of an individual, firm, partnership, corporation, or any combination as required by N.J.A.C. 16:44-11.1.

**SECTION 103 – AWARD AND EXECUTION OF CONTRACT**

**103.04 EXECUTION OF THE CONTRACT**

REPLACE THIS SUBSECTION WITH THE FOLLOWING:

The Contract will be mailed to the successful bidder upon intent to award. The Contract shall be signed by the successful bidder and returned together with the Performance Bond, Payment Bond, and the appropriate Certificates of Insurance prior to the date of award of the Contract. The Contract will be signed by the Township on the date of award of the Contract. The Contract shall not be considered as effective until it has been fully executed.

**103.06 FAILURE TO EXECUTE CONTRACT**

CHANGE THE LAST SENTENCE IN THE SECOND PARAGRAPH TO:

The filing of such notice has the same force and effect as the failure of the Bidder to execute the Contract and furnish a performance bond, payment bond, and certificates of insurance within the time specified by the Township.

**103.07 ACQUISITION OF DOCUMENTS**

REPLACE THIS SUBSECTION WITH THE FOLLOWING:

Additional documents will be provided to the awarded contractor upon request.

**SECTION 104 – SCOPE OF WORK**

**104.01 INTENT**

THE FIRST PARAGRAPH IS CHANGED TO:

The intent of the Contract Documents is to describe a functionally complete and aesthetically acceptable Project to be constructed and completed by the Contractor in every detail according to the Contract Documents. Any work that may be reasonably inferred from the Contract Documents as being required to produce the intended result shall be supplied whether specifically called for. The Contractor is responsible to provide such elements to complete the Work under the pay items of the Contract for no Additional Compensation as provided under Subsection 109.02. However, as specified in the respective Subsections, adjustments may be allowed when the Township determines there is a discrepancy, error, omission, or latent ambiguity. It is understood that only the best construction practice is to prevail and only materials and workmanship of the first quality are to be used.

ADD THE FOLLOWING:

The work to be performed under this contract shall include:

This project consists of roadway improvements on Queens Road from Fleetwood Drive to Doreen Court. The work generally consists of concrete curb, driveway aprons, concrete sidewalk and ADA curb ramps, drainage upgrades, milling, resurfacing, and pavement reconstruction, if needed.

**104.02 VALUE ENGINEERING**

**104.02.01 PURPOSE AND SCOPE**

ADD THE FOLLOWING:

This subsection is only applicable on projects with a contract amount exceeding \$5,000,000.

**104.03.04 CONTRACTUAL NOTICE**

THE SECOND PARAGRAPH IS CHANGED TO:

Immediately provide written notice to the RE of a circumstance that is believed to be a change to the Contract, and include the following in the initial written notice:

- 1. A statement that this is a notice of a change.
- 2. The date when the circumstances believed to be a change were discovered.

3. A detailed and specific statement describing the nature and circumstances of the change.
4. If the change will or could affect costs to the Department.
5. If the change will or could affect Contract Time as specified in 108.11.01.C.

#### **104.03.08 FORCE ACCOUNT**

REPLACE THE SECOND SENTENCE IN THE FIRST PARAGRAPH BY THE FOLLOWING:

Upon request, submit to the RE a detailed cost estimate of the work to be paid by force account in the format requested by the Department.

##### **1. Direct Labor.**

THE SECOND PARAGRAPH IS DELETED.

##### **7. Equipment.**

###### **a. Contractor-Owned Equipment.**

PART 1 IS CHANGED TO:

1 The Department will calculate the “rental” hourly rates by dividing the monthly rate by 176. The Department will not use weekly, daily, or hourly rates. The Department will apply rental hourly rates for every hour the equipment is in active use, except that for any 30-day period, the Department will limit the total amount paid for each piece of equipment to a maximum of the monthly rate.

THE FOLLOWING PART IS ADDED

6. The Department will make payment for costs for transporting equipment to and from the work site, if said costs are solely required as a direct result of the Force Account activity.

THE SECOND PARAGRAPH IS CHANGE TO:

The payment established is full payment for all equipment costs, including the cost of fuel, repairs, maintenance, depreciation, storage and incidentals.

##### **10. Subcontractors.**

THE SECOND PARAGRAPH IS CHANGED TO:

The Department will make payment for markup on subcontracted work at the rate of 5 percent applied on the total amount of all costs for subcontracted force account work up to \$500,000 and 2% applied on the total amount of all costs for subcontracted force account work over \$500,000.

## **SECTION 106 – CONTROL OF MATERIAL**

#### **106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS**

REPLACE THE LAST SENTENCE IN THE FIRST PARAGRAPH WITH THE FOLLOWING:

Use sources of materials that have been approved by the RE as specified in 106.04.

#### **106.04 MATERIALS QUESTIONNAIRE**

THIS SUBSECTION HEADING IS CHANGED TO:

#### **106.04 MATERIALS NOTIFICATIONS**

THE FIRST PARAGRAPH IS CHANGED TO:

At least 30 days before shipment of a material, and at least 30 days before fabrication of structural steel, precast concrete, and prestressed concrete Items, notify the RE in writing of the proposed source of materials. For soil aggregate and dense graded aggregate (DGA) material, submit a copy of recently performed test results for washed gradation test, proctor test, and other tests, as specified in 901.11, for the source.

#### **106.05 MATERIALS INSPECTIONS, TESTS, AND SAMPLES**

DELETE THE FIFTH PARAGRAPH.

#### **107.09 INDEPENDENT CONTRACTOR**

THE SECOND SENTENCE IS CHANGED TO:

It shall neither hold itself out as, nor claim to be, an officer or employee of the Department by reason hereof.

#### **107.11 RISKS ASSUMED BY THE CONTRACTOR**

##### **1. Damage Caused by the Contractor.**

THE FOLLOWING IS ADDED:

The Contractor agrees that he shall have no right to nor shall he make any claim whatsoever for damage or additional compensation by reason of the engineer revising the stage construction or the maintenance of traffic requirements of the Contract. An extension of time may, however, be granted if appropriate under subsection 108.11 and 109.03.

#### **107.17 COMMUNICATION WITH THE NEWS MEDIA**

Do not communicate with the news media or issue a news release without obtaining a prior written approval from the Department.

### **SECTION 108 – PROSECUTION AND COMPLETION**

#### **108.02 COMMENCEMENT OF WORK**

THE FIRST SENTENCE IS REPLACED WITH THE FOLLOWING:

The first day of Contract Time is 15 days after the execution of the Contract; before beginning construction operations, submit to the RE the following:

THE SUBPART 4 IN THE FIRST PARAGRAPH IS CHANGED TO:

4. Progress schedule as specified in Section 153.

THE SECOND PARAGRAPH IS REPLACED WITH THE FOLLOWING:

Provide written notice to the contact provided in 101.04 of the date when construction operations will begin. Do not begin construction operations before the date provided and the receipt of the Notice to Proceed.

THE FIFTH PARAGRAPH IS CHANGED TO THE FOLLOWING.

Begin construction operations within 15 days of the date the contract is executed, and the Township has issued formal Notice to Proceed, whichever is later. The Township will issue Notice to Proceed once the Contractor has supplied, and the RE accepted, the schedules, documents, and certifications required in this Section.

#### **108.05 SANITARY AND SAFETY PROVISIONS**

##### **108.07.02 Changes to the Traffic Control Plan (TCP)**

THE FIRST SENTENCE IN THE FIRST PARAGRAPH IS CHANGED TO:

Submit requests for changes to the TCP to the RE for approval at least 30 days before the change is needed.

#### **108.09 MAINTENANCE WITHIN THE PROJECT LIMITS**

THE FOLLOWING IS ADDED:

Any damage to the Roadway due to the Contractor's operations shall be repaired at no Additional Compensation, except as specified in 107.11. The Contractor shall complete within 24 hours specific repairs directed by the RE, except where the requirements are specified elsewhere. Nothing in this Subsection shall be construed to limit or change the risks assumed by the Contractor as specified in 107.11.

#### **108.10 CONTRACT TIME**

THE ENTIRE SECTION IS DELETED AND REPLACED WITH THE FOLLOWING:

Please refer to the front end of these specification for the contract time requirements.

#### **108.20 LIQUIDATED DAMAGES**

THE ENTIRE SECTION IS DELETED AND REPLACED WITH THE FOLLOWING:

Please refer to the front end of these specification for any required liquidated damage requirements.

**108.21 WARRANTIES**

THE ENTIRE SECTION IS DELETED AND REPLACED WITH THE FOLLOWING:

Please refer to the front end of these specification for any required warranties.

**SECTION 109 – MEASUREMENT AND PAYMENT**

**109.02 SCOPE OF PAYMENT**

THE THIRD SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Township will not make additional or separate payment for work or portion of work unless specifically provided for in the “Measurement and Payment” Subsection.

**109.04 PAYMENT FOR DELAY DAMAGES**

DELETE THIS SUBSECTION IN ITS ENTIRETY.

**109.05 ESTIMATES**

THE FIRST AND SECOND SENTENCES OF THE SECOND PARAGRAPH ARE CHANGED TO:

The Contractor shall provide a summary of the Estimate to the RE. Before the issuance of each payment the Contractor shall certify to the RE in writing, that:

1. Each subcontractor or supplier has been paid the amount due from the previous progress payment and shall be paid the amount due from the current progress payment and that full payment for any retainage withheld from a subcontractor has been or will be made within 30 days after the subcontractor’s work has been satisfactorily completed; or
2. There exists a valid basis under the terms of the subcontractor's or supplier's contract to withhold payment from the subcontractor or supplier, and therefore payment is withheld.

THE SEVENTH AND EIGHTH PARAGRAPHS ARE REPLACED WITH THE FOLLOWING:

The Township will not make payment for an Estimate having a value less than \$1000, unless requested in writing by the Contractor.

From the total Estimate amount, the Township will deduct and retain 2 percent until Completion of the Contract.

## **DIVISION 150 – CONTRACT REQUIREMENTS**

### **SECTION 151 – PERFORMANCE BOND AND PAYMENT BOND**

#### **151.04 MEASUREMENT AND PAYMENT**

THIS ENTIRE SUBSECTION IS DELETED AND REPLACED BY THE FOLLOWING:

**Separate payment will not be made for the Performance and Payment Bond required for this project. The cost for Performance and Payment Bond shall be included in the cost bid for all items of this contract.**

### **SECTION 152 – INSURANCE**

#### **152.03.01 OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE**

THIS SUBSECTION IS REPLACED BY THE FOLLOWING:

Refer to the front end of these specification regarding insurance requirements.

#### **152.04 MEASUREMENT AND PAYMENT**

THIS ENTIRE SUBSECTION IS DELETED AND REPLACED BY THE FOLLOWING:

**Separate payment will not be made for the various types of insurance required for this project. The cost for insurance shall be included in the cost bid for all items of this contract.**

### **SECTION 154 – MOBILIZATION**

#### **154.03 PROCEDURE**

THE FOLLOWING IS ADDED:

The contractor shall coordinate with the Township of ROCKAWAY regarding the storing and staging of equipment and materials prior to mobilizing. Separate payment will not be made for mobilization. The cost for mobilization is included in the cost bid for all items in this contract.

### **SECTION 155 – CONSTRUCTION FIELD OFFICE**

THIS SECTION IS DELETED.

### **SECTION 156 – MATERIALS FIELD LABORATORY AND CURING FACILITY**

THIS SECTION IS DELETED.

### **SECTION 157 – CONSTRUCTION LAYOUT AND MONUMENTS**

#### **157.03.01 CONSTRUCTION LAYOUT**

THIS ENTIRE SUBSECTION IS DELETED AND REPLACED BY THE FOLLOWING:

**Separate payment will not be made for the Construction Layout required for this project. The cost for Construction Layout shall be included in the cost bid for all items of this contract.**

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

**158.04 MEASUREMENT AND PAYMENT**

THIS ENTIRE SUBSECTION IS DELETED AND REPLACED BY THE FOLLOWING:

**Separate payment will not be made for the Soil Erosion and Sediment Control required for this project. The cost for Soil Erosion and Sediment Control measures shall be included in the cost bid for all items of this contract.**

**SECTION 160 – PRICE ADJUSTMENTS**

**160.03.01 FUEL PRICE ADJUSTMENT**

THE FIFTH PARAGRAPH IS CHANGED TO:

The Department will calculate fuel price adjustment on a monthly basis using the following formula:

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

Where:

- F = Fuel Price Adjustment
- MF = Monthly Fuel Price Index for work performed from the first day of the month to the last day of the month for the month prior to the estimate cutoff date
- BF = Basic Fuel Price Index
- G = Gallons of Fuel for Price Adjustment

THE SEVENTH PARAGRAPH IS CHANGED TO:

The basic fuel price index is the previous month's fuel price index before receipt of bids. The Department will use the fuel price index for the month before the regular monthly estimate cutoff date as the Monthly Fuel Price Index for work performed in the previous calendar month. If the Monthly Fuel Price Index increases by 50 percent or more over the Basic Fuel Price Index, do not perform any work involving Items listed in [Table 160.03.01-1](#) without written approval from the RE.

**160.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING ITEMS' PAY UNITS ARE REVISED TO:

<i>Item</i>	<i>Pay Unit</i>
FUEL PRICE ADJUSTMENT	DOLLAR
ASPHALT PRICE ADJUSTMENT	DOLLAR

**160.03.02 FUEL PRICE ADJUSTMENT**

THE THIRD PARAGRAPH IS CHANGED TO:

The Department will calculate the asphalt price adjustment by the following formula:

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

Where:

- A = Asphalt Price Adjustment
- MA = Monthly Asphalt Price Index for work performed from the first day of the month to the last day of the month for the month prior to the estimate cutoff date
- BA = Basic Asphalt price Index
- T = Tons of new Asphalt Binder

1. The Department will determine the weight of asphalt binder for price adjustment by multiplying the new asphalt in the approved job mix formula by the weight of the item containing asphalt binder. If a Hot Mix Asphalt Item has a payment unit other than ton, the Department will apply an appropriate conversion factor to determine the number of tons of asphalt binder used.

THE SIXTH PARAGRAPH IS CHANGED TO:

The basic asphalt price index is the asphalt price index for the month before the opening of bids. The Department will use the asphalt price index for the month before the regular monthly estimate cutoff date as the monthly asphalt price index for work performed in the previous calendar month.

# DIVISION 400 – PAVEMENTS

## SECTION 401 – HOT MIX ASPHALT (HMA) COURSES

### 401.03.07 HMA Courses

#### C. Test Strip

REPLACE THE FIRST PARAGRAPH OF THIS SECTION WITH THE FOLLOWING:

**Test Strip.** Construct a test strip for each HMA mix for contracts with more than a total of 5,500 tons of HMA. For HMA HIGH RAP, construct the test strip at least 14 days prior to production. Test strips are not necessary for temporary pavement. Ensure that the tack coat or prime coat has been placed as specified in [401.03.05](#) and [401.03.06](#), before placing HMA. Transport and deliver, spread and grade, and compact as specified in [401.03.07.D](#), [401.03.07.E](#), and [401.03.07.F](#), respectively, and according to the approved paving plan. Construct a test strip for the first 700 to 1,200 square yards placed for each job mix formula. If the paving lot area is less than 700 square yards, the District Local Aid Office may waive the coring requirements. While constructing the test strip, record the following information and submit to the RE:

#### H. Air Void Requirements

FOR LOCAL AID PROJECTS, THIS SUBSECTION IS REPLACED BY THE FOLLOWING.

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 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](http://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 2.

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 [HMA Core Sampling Plan form](#) provided on the [Local Aid Website](#) must be utilized by the Laboratory to determine the random locations of the cores. The Laboratory may rerun the random location functions on the HMA Core Sampling Plan form to resolve any conflicts generated by the HMA Core Sampling Plan form and physical limitations of the HMA lot, such as utility conflicts, or the specifications defined herein. The Laboratory must disclose the contents of the HMA Core Sampling Plan with the Contractor to assist in the schedule of construction.

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 percent defective (PD) as the percentage of the lot outside the acceptable range of 2 percent air voids to 8 percent air voids. The acceptable quality limit is 15 percent defective. For lots in which PD > 15, the Department will assess a negative pay adjustment.

The Laboratory will use and submit [form DS8S-PD](#) provided from The Local Aid District Office and verify manually the PD calculation.

The Laboratory will calculate pay adjustments based on the following:

1. **Sample Mean ( $\bar{X}$ ) and Standard Deviation (S) of the N Test Results (X1, X2, ..., XN).**

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

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

2. **Quality Index (Q).**

$$Q_L = \frac{(\bar{X} - 2.0)}{S}$$

$$Q_U = \frac{(8.0 - \bar{X})}{S}$$

3. **Percent Defective (PD).** Using NJDOT ST for the appropriate sample size, the Laboratory will determine PD<sub>L</sub> and PD<sub>U</sub> associated with Q<sub>L</sub> and Q<sub>U</sub>, respectively. PD = PD<sub>L</sub> + PD<sub>U</sub>

4. **Reduction Per Lot.** Calculate the reduction per lot as specified in Table 401.03.07-3:

Table 401.03.07-3	
Reduction in Payment for Nonconformance to Air Void Requirements	
Percent Defective (PD) Per Lot	Reduction Per Lot (%)
0 < PD ≤ 15	0
15 < PD ≤ 30	0.5
30 < PD ≤ 35	2
35 < PD ≤ 40	10
40 < PD ≤ 45	15
45 < PD ≤ 50	20
50 < PD ≤ 60	30
60 < PD ≤ 75	45
PD > 75	Remove & Replace

5. **Outlier Detection.** If PD < 10, the Laboratory will not screen for outliers. If PD ≥ 10, the Laboratory will screen acceptance cores for outliers using a statistically valid procedure. The following procedure applies only for a sample size of 5 or 10.

1. The Laboratory will arrange the core results in ascending order, in which X<sub>1</sub> represents the smallest value and X<sub>N</sub> represents the largest value.
2. If X<sub>N</sub> is suspected of being an outlier, the Laboratory will calculate:

$$R = \frac{X_N - X_{(N-1)}}{X_N - X_1}$$

3. If  $X_1$  is suspected of being an outlier, the Laboratory will calculate:

$$R = \frac{X_2 - X_1}{X_N - X_1}$$

4. For  $N = 5$  if  $R > 0.642$ , the value is judged to be statistically significant and the core is excluded.

For  $N = 10$  if  $R > 0.412$ , the value is judged to be statistically significant and the core is excluded.

If an outlier is detected for  $N = 5$  and no retest is warranted, the Contractor may replace that core by taking an additional core at the same offset and within 5 feet of the original station. If an outlier is detected and a retest is justified, take a replacement core for the outlier at the same time as the 5 additional retest cores are taken. If the outlier replacement core is not taken within 15 days, the Laboratory will use the initial core results to determine reduction per lot.

If an outlier is detected for  $N = 10$ , the Contractor may replace that core by taking an additional core at the same offset and within 5 feet of the original station. If the outlier replacement core is not taken within 15 days, the Laboratory will use the initial core results to determine the reduction per lot.

6. **Retest.** If the initial series of 5 cores produces a percent defective value of  $PD \geq 30$  for mainline or ramp lots, or  $PD \geq 50$  for other pavement lots, the Contractor may elect to take an additional set of 5 cores at random locations chosen by the HMA Core Sampling Plan form. Take the additional cores within 15 days of receipt of the initial core results. If the additional cores are not taken within the 15 days, the Laboratory will use the initial core results to determine the PPA. If the additional cores are taken, the Laboratory will recalculate the reduction per lot using the combined results from the 10 cores.
7. **Removal and Replacement.** If the final lot  $PD \geq 75$  (based on the combined set of 10 cores or 5 cores if the Contractor does not take additional cores), remove and replace the lot and all overlying work. The replacement work is subject to the same requirements as the initial work.

For shoulder lots, the Department will assess the calculated reduction per lot instead of removal and replacement. Fog seal the lot as specified in 422.03.01.

#### I. Thickness Requirements

DELETE THIS SUBSECTION AND REPLACE THIS SUBSECTION'S CONTENTS WITH THE FOLLOWING:  
This subsection is deleted. In no instance will a compacted average thickness of less than 1.25 inches be acceptable.

#### J. Ride Quality Requirements.

REPLACE THIS SUBSECTION WITH THE FOLLOWING:

The Department will evaluate the ride quality of the final riding surface of all constructed pavement on the project, for routes designated as National Highway System (NHS) and routes under NJDOT jurisdiction, using the International Roughness Index (IRI) according to ASTM E 1926. All NHS roadways are listed on the Department's website [here](#). The Department may evaluate ride quality of other routes not designated as NHS or under NJDOT jurisdiction. The final riding surface is defined as the last lift of the pavement structure where traffic will be allowed. The pavement will be evaluated using the current average IRI (C) to select the target IRI (T) from Table 401.03.07-8. The current average IRI (C) is defined as the preconstruction ride quality measured not more than two years from the start of the project pavement construction.

The RE will designate an independent testing agency to perform the ride quality testing and analysis. The testing agency is required to comply with testing and certification requirements according to NJDOT R-1. If the current average IRI (C) is not available, then the testing agency will test, analyze and report ride quality before pavement construction to measure current average IRI (C).

For projects paving routes designated NHS or NJDOT jurisdiction on mainline travel lanes equal to or greater than 2,500 feet length and any lane within the project of at least 1,000 feet length, the Department will evaluate the ride quality of the final riding surface of the mainline travel lanes using IRI. The Department will use the measured IRI to calculate the pay adjustment (PA) using pay adjustment equation (PAE) type PA1 as specified in Table 401.03.07-7. PA will be based on lots of 0.01 mile length. The PA will be zero for acceptable quality and negative for inferior quality work.

For projects paving routes designated NHS or NJDOT jurisdiction on mainline travel lanes of less than 2,500 feet length, the RE will visually inspect the final riding surface. Based on visual inspection, if the RE determines that the work may not conform to the ride quality requirements, then the Department will evaluate the ride quality of the final riding surface using IRI. Visual inspection by the RE is considered sufficient grounds for such evaluation. The Department will use the measured IRI to calculate the PA using pay equation type PA1 as specified in Table 401.03.07-7.

For paving on ramps and shoulders, the RE will visually inspect the final riding surface. Based on visual inspection, if the RE determines that the work may not conform to the ride quality requirements, then the Department will evaluate the ride quality of the final riding surface using IRI. Visual inspection by the RE is considered sufficient grounds for such evaluation. The Department will use the measured IRI to calculate the pay adjustment using pay equation type PA2 as specified in Table 401.03.07-7.

When paving over bridge structures on NHS or NJDOT jurisdiction roadways, the Department will use the measured IRI to calculate the pay adjustment using pay equation type PA3 as specified in Table 401.03.07-7.

For paving on Local roadways other than NHS and NJDOT jurisdiction on mainline travel lanes equal to or greater than 2,500 feet length and any lane within the project of at least 1,000 feet length, the Department may evaluate the ride quality of the final riding surface of the mainline travel lanes using IRI. Local roadways are defined as municipal and county roads that are not designated as part of the NHS. The Department will use the measured IRI to calculate the pay adjustment (PA) using pay adjustment equation (PAE) type PA4 as specified in Table 401.03.07-7.

1. **Smoothness Measurement.** The Department will test the longitudinal profile of the final riding surface for ride quality with a Class 1 Inertial Profiling System according to NJDOT R-1. If project conditions preclude the use of the Class 1 Inertial Profiling System, the Department will use a Class 1 Walking Profiler or lightweight profiler.
2. **Quality Control Testing.** Perform quality control testing during lift placement to ensure compliance with the ride quality requirements specified in Table 401.03.07-8.
3. **Preparation for IRI Testing.** Notify the RE when all paving is complete and the RE will request IRI testing by independent testing agency. Provide traffic control when the independent testing agency performs IRI testing. Perform mechanical sweeping of the surface before IRI testing. To facilitate auto triggering on laser profilers, place a single line of temporary pavement marking tape perpendicular to the roadway baseline at the beginning and end of each lane, shoulder, and ramp to be tested or as per direction of the independent testing agency. Submit the actual stationing for each temporary pavement marking tape location to the RE.
4. **Quality Acceptance.** The Department will determine acceptance and provide PA based on the following:
  - a. **Pay Adjustment.** The acceptable IRI for the roadway pavement will be the target IRI (T) from Table 401.03.07-8 rounded to the nearest whole number for which full payment will be made and will be determined using the latest available current average IRI (C) data. The number of lots for final pay adjustment will be reduced by the number of lots excluded for each segment shown in Table 401.03.07-7. Lots excluded from final PA will be those with the highest recorded IRI numbers for respective roadway and bridge deck segments. A single average IRI value and the corresponding PA for each 0.01 mile lot will be reported. IRI units are in inches per mile.

<b>Table 401.03.07-7 Pay Adjustment Equations (PAE) for Ride Quality</b>			
<b>Pay Equation Type</b>	<b>Exclusions</b>	<b>Pay Equations</b>	
PA1	As shown in the Special Provisions Table 401.03.07-7A	IRI < T	PA1 = 0 <sup>2</sup>
		T ≤ IRI ≤ 170	PA1 = PAE
		IRI > 170	PA1 = -A or Corrective action
PA2	Will include, if tested	IRI ≤ 120	PA2 = 0 <sup>2</sup>
		120 < IRI ≤ 170	PA2 = (IRI - 120) x (-\$5.00)

		IRI>170	Maximum Negative Pay or Corrective action
PA3	Will include, if tested	IRI≤120	PA3=0 <sup>2</sup>
		120<IRI≤170	PA3=PAE
		IRI>170	PA3= -A or Corrective action
PA4	Will include, if tested	IRI ≤ T	PA4=0 <sup>2</sup>
		T < IRI ≤ T+80 or 170 whichever is higher	PA4 = (IRI - T) x (-\$1.25)
		IRI>T+80 or 170 whichever is higher	Maximum Negative Pay or Corrective action

$$PAE = \frac{A}{-37.75347 \times \log_e(T) + 194.87} - \frac{A}{-37.75347 \times \log_e(IRI) + 194.87}$$

$$A = 1267.2 \left[ \frac{M}{9} + \frac{PD}{150} \right]$$

P = Bid price of last lift of the pavement structure to be evaluated or price listed in table 401.03.07-7B, whichever is higher, per Ton

D<sup>1</sup> = Design thickness of last lift to be evaluated, Inch

M = Bid price of Milling, per Square Yard

T = Target IRI

- For various design thicknesses of last lift to be evaluated within a segment, calculate the thickness using the following equation:

$$\text{Design thickness of last lift to be evaluated (D)} = \frac{D_1 N_1 + D_2 N_2 + \dots + D_N N_N}{N_1 + N_2 + N_3 + \dots + N_N}$$

Where:

D<sub>N</sub> = Design thickness of the last lift to be evaluated of N sections having same mix, Inch

N<sub>N</sub> = Number of lots of N section with design thickness D<sub>N</sub> of last lift to be evaluated

- Positive pay adjustment will be used to offset negative pay adjustment. Total pay adjustment will not be greater than zero.

#### 401.03.08 Core Samples

REPLACE THIS SUBSECTION WITH THE FOLLOWING:

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](http://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 2.

Upon completion of an HMA lot, the Laboratory shall drill cores at random locations at least 12 hours after paving. Take cores in the presence of the RE. 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 [HMA Core Sampling Plan](#) form provided on the [Local Aid Website](#) must be utilized by the Laboratory to determine the random locations of the cores. The Laboratory may rerun the random location functions on the HMA Core Sampling Plan form to resolve any conflicts generated by the HMA Core Sampling Plan form and physical limitations of the HMA lot, such as utility conflicts, or the specifications defined herein. The Laboratory must disclose the contents of the HMA Core Sampling Plan with the Contractor to assist in the schedule of construction.

The Laboratory shall use drilling equipment with a water-cooled, diamond-tipped masonry drill bit that produces 6 inch nominal diameter cores for the full depth of the pavement. The Laboratory shall remove the core from the pavement without damaging it. After the Laboratory removes the core, the Laboratory shall remove all water from the hole. The

Laboratory shall apply an even coating of tack coat to sides of the hole. The Laboratory shall place cold patching material or HMA in maximum lifts of 4 inches in the hole and compact each lift. If cold patching material is utilized to fill the coring hole, then it is not necessary to apply tack coat to the sides of the hole. The Laboratory shall ensure that the final surface is 1/4 inch above the surrounding pavement surface.

For test strip lots and the first traveled way lot, the Laboratory shall deliver cores from the field to the testing Laboratory within 48 hours of completing the lot. The Laboratory shall deliver all other acceptance cores within 7 days of completing the lot.

After each air void lot is placed, the Laboratory shall drill cores so that the full depth of the course is recovered for air void acceptance testing. If thickness acceptance testing is required as specified in 401.03.07.I, the Laboratory shall drill the surface course air void cores for the full depth of pavement.

At least 24 hours prior to coring, the Laboratory shall provide a tamper proof core sample box for the RE's inspection and approval. The Laboratory shall ensure that the core sample box can be locked and sealed and is tamper proof in such a manner that it cannot be opened without removing the seals. The Laboratory shall ensure that the core sample box provides protection for the cores from being disturbed or damaged during transit. The Laboratory shall mark the assigned core number on the side of the sample. The Laboratory shall place core samples in the core sample box. The Laboratory shall transport the sealed core sample boxes to the testing Laboratory. The RE at his discretion may decide to deliver the core samples as indicated above.

The Laboratory will not accept damaged core samples for testing. If the core sample box exhibits indications of tampering, the core samples will be rejected. If any core samples are rejected, drill a replacement core at the same offset and within 5 feet of the original station and deliver to the Laboratory as specified above within 48 hours.

If the Contractor is utilizing quality control cores, the Laboratory shall provide the results of the quality control core testing to the Contractor in a timely manner which will not unnecessarily impede construction.

The Department will not make payment for quality control cores or additional cores for retest under CORE SAMPLES, HOT MIX ASPHALT

## **DIVISION 600 – MISCELLANEOUS CONSTRUCTION**

### **SECTION 601 – PIPE**

#### **601.04 Measurement And Payment**

REVISE THE SECOND PARAGRAPH TO:

When the RE directs undercutting of unstable material in a pipe trench, the Department will make payment for the additional excavation. The Department will also make payment, for the additional bedding if there is not an excess of excavation available.

### **SECTION 608 NON-VEGETATIVE SURFACES**

#### **608.04 Measurement And Payment**

REVISE THE SECOND PARAGRAPH TO:

When the RE directs undercutting of unstable material in the excavation area, the Department will make payment, for the additional excavation. The Department will also make payment, for the additional bedding if there is not an excess of excavated material available for use as bedding.

## **DIVISION 1000 – EQUIPMENT**

### **SECTION 1009 – HMA PLANT EQUIPMENT**

#### **1009.01 HMA PLANT**

##### **A. Requirements for HMA Mixing Plants.**

THE FOLLOWING IS ADDED AFTER THE SECOND PARAGRAPH:

The HMA producer is required to have a quality control (QC) program plan approved annually by the ME as per Materials Approval Procedure MAP-102. The HMA producer is required to ensure that the QC plan conforms to the requirements outlined in the report entitled “Hot Mix Asphalt Quality Control Program Plan” prepared by the Department of Transportation and New Jersey Asphalt Paving Association. Failure to follow these requirements will result in rejection of HMA materials supplied by the HMA producer and removal of the HMA supplier from the QPL.